

## **SCHEDULE 4 – CONDITIONS OF DRAFT PLAN OF SUBDIVISION**

### **CONDITIONS OF DRAFT APPROVAL FOR PLAN OF SUBDIVISION**

**FILE: D12SUB12.001 (Frank Heller and Co. Ltd. - 125 McDonald Boulevard)**

### **LEGAL DESCRIPTION**

**Part Lot 242, Parts 1, 2, 4 to 7, Town of Halton Hills, Regional Municipality of  
Halton, 125 McDonald Boulevard, Acton**

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

#### **TOWN OF HALTON HILLS:**

- 1 That approval applies to the proposed Plan of Subdivision revised by Wellings Planning Consultants Inc. dated July 28, 2014, to show 109 townhouse lots, internal subdivision Streets A and B, 3 open space blocks, an emergency access block and a pedestrian connection block.
- 2 That the Owner agrees, prior to final approval, to enter into a Subdivision Agreement, to be registered on title, to satisfy all requirements, financial, servicing and otherwise, of the Town of Halton Hills.
- 3 That the Owner agrees to submit revised Urban Design and Architectural Control Guidelines (May 2014) addressing streetscape and landscape standards for the development and architectural standards for the dwelling units, as per the July 8, 2014, Urban Design Peer Review Memo prepared by Walker, Nott, Dragicevic Associates Limited, and further to reflect the "bungaloft" style units proposed for Blocks 17, 18 & 19 of the draft plan of subdivision and presented at the August 13, 2014, Public Information Centre, to the satisfaction of the Director, Planning, Development & Sustainability and acknowledge that additional changes to the architectural design of the units contemplated within this draft plan approval will be addressed in this forthcoming submission and may trigger additional changes upon review by the Town of Halton Hills urban design peer reviewer.
- 4 That the Owner agrees to revise the appropriate drawings to reflect the changes required by the Town of Halton Hills Fire Department as follows:
  - a) Streets A and B are to be designated as fire routes;
  - b) Drawings are to indicate the location of the fire hydrants;
  - c) Block 4-Emergency Access - The proponent is to describe the design of this access including the extension to Dr. Moore Court.
- 5 That the Owner agrees that all Municipal road allowances included in the plan of subdivision shall be named to the satisfaction of the Town of Halton Hills (application made to Clerk's Department) and shall be constructed to the Town of Halton Hills standards for rural residential right-of-way.
- 6 That the Owner agrees that prior to entering a Pre-servicing Agreement with the Town of Halton Hills, all necessary permit(s) 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.
- 7 That the Owner agrees to grant all easements or blocks as required, free and clear of any encumbrances, to the Town or other appropriate authority.
- 8 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 the Town.

- 9 That the Owner agrees to construct all works, which must be considered temporary to facilitate the development of the subject property. These works may include, but not be limited to, emergency access, temporary cul-de-sacs and stormwater facilities.
- 10 That the Owner agrees to install and make operational L.E.D. street lighting, including meters, on all streets and walkways within the draft plan of subdivision, to an urban residential standard, to the satisfaction of the Director of Infrastructure Services, within 90 days of the issuance of the first Building Permit.
- 11 That the Owner agrees to provide layby parking along Street 'A' adjacent to the woodlot to the satisfaction of the Director of Infrastructure Services.
- 12 An 18.0m wide ROW as shown on the Gerrard Design Associates Inc. right-of-way Cross Section (Concept) dated July 31, 2014, has been permitted for this development. Through detailed design, it is anticipated that the alignment of the paved portion of the roadway will be further refined to the satisfaction of the Director of Infrastructure Services. This may include increasing or decreasing radii of the centerline and/or increasing or decreasing centerline offset from the edge of the ROW.
- 13 That the Owner agrees to reconstruct McDonald Blvd to a 8.5m wide driving surface from Wallace St. to the limit of the development, to the satisfaction of the Director of Infrastructure Services. It is expected that the roadway will be urbanized with curb, and a new sidewalk will be created along the south limit of the roadway. Prior to commencing detailed designs, the Engineer shall arrange for a meeting to discuss drainage of this section ROW.
- 14 That the Owner agrees to make the necessary arrangement and cover all associated costs to dedicate the offsite portion of Town owned lands (Defined as Block 40 on 20M-889) as required to provide a complete 20m wide right-of-way for the westerly proposed limit of McDonald Blvd.
- 15 That the Owner agrees to fully abandon and remove the existing sanitary sewers and to fully remove the associated easements to the satisfaction of the Director of Infrastructure Services as shown on the Draft Site Servicing Plan, prepared by Gamsby and Mannerow, received (by the Planning Department) on June 2, 2014. The limits of the removal begin at the proposed MH 'O', where the sanitary sewer diverts through the proposed subdivision (Block 3 of the Draft Plan of Subdivision referenced herein) and finishes at existing MH 'P', where the new sanitary sewer reconnects to the existing sanitary sewer within the McDonald Blvd extension (Adjacent to Block 1 of the Draft Plan of Subdivision referenced herein).
- 16 The Owner agrees to make a financial contribution to the Town in the amount of \$12,000.00 prior to registration to address the financial impact to the road network based on the projected traffic volumes generated by this development.
- 17 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 that no retaining wall shall exceed a maximum height of 1.5 metres on the exposed face.
- 18 That the Owner agrees to fence the limits of the Development prior to commencement of the site works, to the satisfaction of the Director of Infrastructure Services and that the fence shall be maintained and remain in place until such time as directed otherwise by the Director of Infrastructures Services.
- 19 That the Owner agrees to construct a black vinyl chain link fence at locations determined by and to the satisfaction of the Director of Infrastructure Services and the Director of Recreation and Parks.
- 20 That the Owner agrees to construct a wooden board on board fence at locations determined by and to the satisfaction of the Director of Infrastructure Services and the Director of Recreation and Parks.

- 21 That the Owner agrees to have designed and constructed all grading, drainage and servicing under the Town's jurisdiction, to the satisfaction of the Director of Infrastructure Services and the Director of Recreation and Parks.
- 22 That the Owner agrees to construct all rough grading and associated works, as deemed necessary by the Director of Infrastructure Services and the Director of Recreation and Parks and/or as indicated on the engineering drawings, prior to the issuance of any Building Permits.
- 23 That the Owner agrees to provide daylighting triangles at all intersections and inside bends of all streets to the satisfaction of the Director of Infrastructure Services.
- 24 That the Owner agrees to provide two second order, second level Geodetic Benchmarks in suitable locations to the satisfaction of the Director of Infrastructure Services.
- 25 That the Owner agrees to post approved lot grading plans, 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.
- 26 That the Owner agrees to make copies of the approved draft plan and conditions available and visibly post the approved draft plan for the public's viewing where units are offered for sale.
- 27 That the Owner agrees to stabilize all disturbed soil within 30 days of being disturbed, control all noxious weeds and maintain ground cover, to the satisfaction of the Town's Administration.
- 28 That the Owner agrees to provide mud tracking pads 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 Director of Infrastructure Services.
- 29 That the Owner agrees that, in the event that future development of the property is to be phased, a detailed development phasing plan must be submitted prior to final approval of the first phase of development. The Phasing Plan shall indicate the sequence of development, the land area in hectares, the number of lots and blocks in each phase, grading to minimize the total soil area exposed at a given time, and construction of public services, to the satisfaction of the Town. The phasing must also be reflected in all required reports.
- 30 That the Owner agrees that the grading plans, submitted as part of the detailed engineering submission, be prepared and submitted to the satisfaction of the Director of Infrastructure Services.
- 31 That the Owner agrees to provide to the Town sufficient securities for the maintenance and monitoring of sediment and erosion control measures should further development not proceed, to the satisfaction of the Town's Administration.
- 32 That the Owner agrees to provide written notice to homeowners located in the draft plan of subdivision prior to the completion of home sales, advising of the time frame in which construction activities may occur, and potential for the residents to be inconvenienced by the construction activities such as noise, dust, dirt, debris and construction traffic, to the satisfaction of the Town's Administration.
- 33 That the Owner agrees to supply to the satisfaction of the Director of Infrastructure Services a digital compatible file of the "as constructed" Public Services, in a format suitable for use with the Town's current version of AutoCAD.
- 34 That the Owner agrees to provide 0.3 metre reserves, as required by the Director of Infrastructure Services.

- 35 That the Owner agrees to have an Arborist certify 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.
- 36 That the Owner agrees to have prepared by a qualified Consulting Engineer(s) and submitted to the Director of Infrastructure Services for approval, the following reports, based on Terms of Reference as approved by the Director of Infrastructure Services. 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 Director of Infrastructure Services. All reports and studies must refer to the Plan of Subdivision revised by Wellings Planning Consultants Inc. revised July 28, 2014.
- a) Stormwater Management Report 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 Director of Infrastructure Services 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 Director of Infrastructure Services.
  - b) 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.
  - c) Geotechnical Report, to provide recommendations for the pavement design of internal roads, requirements for sub-drains and design information for building foundations.
  - d) Tree Preservation and Inventory Report 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 Director of Recreation and Parks.
  - e) Environmental Site Assessment and Remediation Report, to assess property to be conveyed to the Town to ensure that such property is free of contamination. If contamination is found, the consultant will determine 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 and that top soil placed on public lands are free of atrazine.
  - f) Traffic Impact Study, 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 Director of Infrastructure Service 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.
- 37 That the Owner agrees to rough grade, topsoil and apply seed and mulch on all Block 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.
- 38 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);
  - 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).

- 39 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 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 Director of Infrastructure Services.
- 40 The Owner agrees to include on all offers of purchase and sale, a statement which advises the prospective purchaser that home mail delivery is not expected. The Owner further agrees to consult with Canada Post and the Town of Halton Hills to determine the location of the "Community Mail Boxes, Mini-parks, Postal Kiosks or other centralized mail facilities as required by Canada Post", and to show the location on appropriate maps with the maps, being prominently displayed in the sales office. These facilities are to be installed to the standards as provided by the Town and Canada Post as part of the installation of public services. The Owner will be responsible for officially notifying the purchasers of the exact community mailbox locations prior to the closing of home sales.
- 41 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.
- 42 That the Owner agrees to incorporate on all offers of purchase and sale agreements the following notice:
- a) The Town's Fencing Policy prohibits private gate access to municipally owned lands.
  - b) The type and location of fencing adjacent to the municipally owned lands, which shall be installed by the developer, are in accordance with Town Policy.
- 43 That the Owner agrees to have prepared by a certified Arborist and submitted to the Director of Recreation and Parks for approval, prior to any on-site works being undertaken, a Tree Inventory and Preservation Report, which shall address the existing trees on the site. This information will supplement what is shown in Figures 1-3 and Appendix 1 of the Environmental Impact Assessment Addendum Report prepared by Natural Resource Solutions Inc. (May 29, 2014) to specify what existing trees are feasible for retention within the development proposal.
- 44 That the owner agrees to have prepared by a qualified ecologist and submitted to Credit Valley Conservation and the Director of Recreation and Parks for approval, prior to any on-site works being undertaken, an Edge Management Plan, which shall address the remediation, grading, hazard tree management, invasive species removal and monitoring for Block 5, and the Town owned open space to the north of Block 5, as identified in the Environmental Impact Assessment Report prepared by Natural Resource Solutions Inc. (July 31, 2012) (Update November 2013) and Addendum (May 29, 2014).
- 45 That the Owner agrees that, prior to registration and as part of the Edge Management Plan, an Open Space Information Guide will be prepared for review, approval and distribution by the Town to new homeowners based on the material contained within Appendix XV of the Environmental Impact Assessment Report prepared by Natural Resource Solutions Inc. (Update November, 2013).
- 46 That the Owner agrees that, prior to registration and as part of the Edge Management Plan, securities will be provided for the monitoring of Block 5 and two year warranty of restoration and enhancement plant materials as identified in Appendix XIV of the Environmental Impact Assessment Report prepared by Natural Resource Solutions Inc. (Update November, 2013).

- 47 That the owner agrees to provide open space restoration planting in the area impacted by the noise attenuation berm located in Block 2 and the adjacent Town owned open space, to the satisfaction of the Director of Recreation and Parks.
- 48 That the owner agrees to provide supplementary landscaping within the Town owned open space block and Block 6 to screen the rear of Blocks 11 – 15 from the existing Town owned recreational trail, to the satisfaction of the Director of Recreation and Parks.
- 49 That the Owner agrees to provide a recreational trail linkage from the north east corner of the site adjacent to Block 19 to Wallace Street Park as shown conceptually on Figure 5B of the Environmental Impact Assessment Report Addendum prepared by Natural Resource Solutions Inc. (May 29, 2014) to the satisfaction of the Director of Recreation and Parks and subject to the necessary regulatory permits.
- 50 That the Owner agrees to provide 1.5 m black vinyl chain link fencing located 150mm outside of the subject lands, along the rear of Blocks 7-19 that abut open space lands (where noise attenuation fencing is not required) and along the perimeter of Block 5 as identified in the Environmental Impact Assessment Report prepared by Natural Resource Solutions Inc. (July 31, 2012).
- 51 That the Owner agrees to provide details on the following project elements as a condition of Site Plan Approval:
- a) That the Owner agrees to provide cash-in-lieu of parkland at a rate of one hectare per 300 dwelling units pursuant to the requirements of the Town's Official Plan and the Planning Act. The open space blocks shown as Blocks 2, 5 and 6 are not to be considered as parkland in calculation of the parkland dedication requirement.
  - b) Upgraded acoustic or privacy fencing with masonry pillars for lots identified as gateway or corner lots in the Urban Design and Architectural Control Guidelines (Addendum 1, May 2014);
  - c) Front yard landscaping to supplement street tree planting.
- 52 That the Applicant/Owner enter into an agreement with the Town of Halton Hills, with terms satisfactory to the Director of Recreation and Parks, regarding the financing of any restoration and enhancement plantings on Town-owned Wallace Park proposed within the Environmental Implementation Report and associated plans to offset/mitigate impacts resulting from detailed plans for the pedestrian trail associated with this subdivision and for McDonald Road improvements.
- 53 That prior to occupancy the Applicant/Owner agrees to install interpretive signage to appropriate Town of Halton Hills standards at entrances to the proposed trail connection to Wallace Park to educate trail users about the value of the surrounding natural features and species.
- 54 That prior to registration the Owner agrees to incorporate the content of the Urban Design and Architectural Control Guidelines (Addendum 1, May 2014) as may be amended pursuant to condition 3 to the satisfaction of the Director of Planning, Development and Sustainability into the subdivision agreement and drawings to the satisfaction of the Town's Administration, to address streetscape (street lighting, median treatments, signage, fencing, planting, hard surface treatments, community mail boxes, community features, street furniture), recreational trail linkages, architectural form and facade upgrades, setbacks and other design issues unique to the proposed development and necessary mechanisms, including the provision within the agreement that a security of \$250 per unit be collected to ensure their implementation in accordance with the Guidelines and/ or in the event that the Town is required to retain a control architect to provide the necessary assurances prior to the issuance of building permits.
- 55 The Owner agrees to include in offers of purchase and sale of the identified lots, a statement that advises prospective purchasers of the following:

a) Lots Abutting Open Space Blocks (Blocks 7-19):

- (i) No private gates are permitted in fencing abutting Town owned open space;
- (ii) A Recreational Trail link will be provided within Open Space Blocks;
- (iii) Town policies prohibit the encroachment or dumping of materials on Town owned land.

56 That the Owner agrees that, prior to execution of the subdivision agreement, an information sign be erected in conformity with the Town Sign By-law 2003-0065. This sign shall be designed and located to the satisfaction of the Director of Planning. It is further agreed that the Owner is not required to obtain a permit under the Town Sign By-law if the provisions of this condition are followed. The Owner shall only erect the sign after the contents have been approved. Further the Owner agrees to maintain the sign and only remove the sign upon sale of the last residential lot in the plan or such other time as may be approved by the Director of Planning. The information sign shall accurately depict a colour rendered plan of subdivision which clearly details the following information:

- a) Approved zoning categories of the lands, including reference to the amending By-law number;
- b) Open Space blocks;
- c) Residential lotting pattern;
- d) Public walkways and trail linkages;
- e) Canada Post facilities;
- f) Reserve blocks;
- g) Street names.

57 That the Owner agrees, pursuant to Town of Halton Hills Council approved Report PDS-2014-0048, that the Owner shall provide the Town of Halton Hills a financial contribution equal to \$1000 per RESIDENTIAL UNIT for the first 33 units for which Building Permits are issued for this development, for a total of \$33,000, to the satisfaction of the Town's Director of Planning, Development and Sustainability.

58 That the Owner agrees for the purpose of notification and advisement to include the following notice to all prospective purchasers and in all offers of purchase and sale for the townhouse development:

- a) That the enclosed garage is intended for vehicle storage and forms a component of the total parking requirement calculations (2 private spaces per unit).

59 The Owner shall agree to comply with the Green Development Standards, as approved by Council on April 28 2014, through resolution No. 2014-0092, and as approved by and to the satisfaction of the Director of Planning, Development & Sustainability.

**EXTERNAL BOARDS & AGENCIES:**

**CANADA POST:**

60 The Owner/Developer will consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.

61 The Owner/Developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the Town of Halton Hills.

62 The Owner/Developer agrees to include in all offer of purchase and sale a statement, which advises the prospective new home purchasers that mail delivery

will be from a designated Community Mailbox, and to include the exact locations (list of lot no's.) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post. The Owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the purchase offer, on which the homeowners does a sign off.

63 The Owner/Developer agrees to provide the following for each Community Mailbox site and include these requirements on appropriate servicing plan:

- a) Community Mailbox concrete base pad per Canada Post specifications;
- b) Any required walkway across the boulevard, as per municipal standards; and
- c) Any required curb depression for wheelchair access.

64 The Owner/Developer further agrees to determine, provide and fit up (a) suitable temporary Community Mailbox location(s) which may be utilized by Canada Post until the permanent mailbox pads, curbs, sidewalks and final grading have been completed at the permanent CMB site locations (a gravel area with a single row of patio stones – spec to be provided). This will enable Canada Post to provide mail service to new residences as soon as homes are occupied. The developer further agrees to fit up the temporary area 30 to 60 days prior to the first occupancy and notify Canada Post of the first occupancies at this time (the developer should provide evidence of how they intend to co-ordinate this activity in a timely manner to a safe and clean usable area).

#### **CANADIAN NATIONAL RAILWAY**

65 The Owner agrees to comply with the requirements of the Canadian National Railway Company. The Owner further agrees to include the following warning clause in all development agreements, offers to purchase and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way, to the satisfaction of the Town:

WARNING: Canadian National Railway Company ("CNR") of its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansion of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operation on, over or under the aforesaid rights-of-way.

#### **CREDIT VALLEY CONSERVATION (CVC):**

66 That the recommendations of the Updated Environmental Impact Study prepared by Natural Resource Solutions Inc. November 2013 and Addendum to the Updated Environmental Impact Assessment prepared by Natural Resource Solutions Inc. prepared May 29, 2014, be implemented to the satisfaction of CVC and Halton Region.

67 That prior to final registration of the plan that the layout of the trail and compensation planting within Wallace Street Park be prepared and finalized to the satisfaction of CVC and the Town of Halton Hills and Halton Region.

68 That the implementing Zoning By-law place all open space blocks, hazard lands or natural heritage features (including buffers) in a suitable zoning category which has the effect of prohibiting development and ensuring the long term preservation of the lands in perpetuity to the satisfaction of CVC, Halton Region and the Town of Halton Hills.



- 69 That prior to final registration of the plan an assessment guiding the detailed design of McDonald Blvd. upgrades be undertaken which result in no negative impacts to the surrounding natural features, hazards and their ecological functions to the satisfaction of CVC.
- 70 That detailed engineering plans prepared by a professional engineer for the proposed erosion and sediment controls in accordance with the Functional Servicing and Stormwater Management Report prepared by Gamsby and Mannerow Revised November 20, 2013, to the satisfaction of CVC and the Town of Halton Hills.
- 71 That prior to Site Alteration and Grading the Applicant obtain all necessary permits from CVC in accordance with Ontario Regulation 160/06.
- 72 That the draft plan be red-lined revised to meet the requirements of the above conditions, if necessary.
- 73 That the Owner agrees, in the subdivision agreement in wording acceptable to CVC and the Town of Halton Hills, to carry out or cause to be carried out the works or requirements noted in Conditions 65 to 72 above.

**HALTON DISTRICT SCHOOL BOARD:**

- 74 The owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the Town's subdivision agreement, to be registered on title:
- a) Prospective purchasers are advised that schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area is not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.
  - b) Prospective purchasers are advised that school busses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton District School Board. Additional pick up points will not be located within the subdivision until major construction activity has been completed.
- 75 That in cases where offers of purchase and sale have already been executed, the Owner sends a letter to all purchasers which includes the above statement.
- 76 That the Owner agrees that should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
- 77 That the Owner shall supply, erect and maintain signs at all major entrances into the development advising prospective purchasers that pupils may be directed to schools outside of the area. The Owner will make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.
- 78 That the Owner submits a copy of the approved sidewalk plan, prepared to the satisfaction of the Town of Halton Hills, to the Halton District School Board.
- 79 That the Owner provides the Halton District School Board a geo-referenced AutoCAD file of the draft M-Plan once all Lot and Block numbering configuration has been finalized. Should any changes occur after the initial submission to the Lot and Block configuration or number on the draft M-Plan the Owner shall provide a new AutoCAD file and a memo outlining the changes.

**HALTON CATHOLIC DISTRICT SCHOOL BOARD:**

- 80 The owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the Town's subdivision agreement, to be registered on title:

- a) Prospective purchasers are advised Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bused to existing facilities outside the area.
  - b) Prospective purchasers are advised that the HCDSB will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board, and that you are notified that school busses will not enter cul-de-sacs.
- 81 In cases where offers of purchase and sale have already been executed, the owner is to send a letter to all purchasers which include the above statements.
- 82 That the owner agrees in the subdivision agreement to the satisfaction of the HCDSB, to erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and/or busing will be provided. The owner will make these signs to the specifications of the HCDSB and erect them prior to the issuance of building permits.
- 83 That the owner agrees in the subdivision agreement to the satisfaction of the HCDSB, to erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and/or busing will be provided. The owner will make these signs to the specifications of the HCDSB and erect them prior to the issuance of building permits.
- 84 That the owner agrees in the subdivision agreement to the satisfaction of the HCDSB, to erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and/or busing will be provided. The owner will make these signs to the specifications of the HCDSB and erect them prior to the issuance of building permits.
- 85 The owner shall provide HCDSB a geo-referenced AutoCAD file of the Draft M-plan once all Lot and Block numbering has been finalized. Should any changes occur after the initial submission to Lot and Block configuration or numbering on the draft M-plan the Owner shall provide a new AutoCAD file and a memo outlining the changes.

**REGION OF HALTON:**

- 86 That prior to final approval, or any servicing of the site, the Owner is required to submit to the Region of Halton, a Ministry of Environment (MOE) acknowledged Record of Site Condition (RSC) that is certified by a Qualified Person as defined in Ontario Regulation 153/04 and indicates that the environmental condition of the site is suitable for the proposed land use(s). The Owner is also required to submit all supporting environmental documentation such as Phase One and Phase Two Environmental Site Assessment and Remediation reports, etc. to the Region of Halton for review.
- 87 The Applicant is required to implement the recommendations of the submitted noise and vibration study to the satisfaction of Halton Region and the appropriate rail authority.
- 88 The Owner agrees to decommission any existing wells on the subject lands in accordance with the Ontario Water Resources Act, applicable MOE Guidelines and Region of Halton standards, to the satisfaction of the Region of Halton Health Department.
- 89 The Owner agrees to enter into a Subdivision Agreement, to satisfy all requirements, financial or otherwise, of the Local Municipality and the Region of Halton, including but not limited to, the phasing of the plan for registration, the provision of roads, watermains, wastewater mains, stormwater facilities and utilities. A detailed engineering submission shall be prepared and submitted to the Region of

Halton's Development Coordinator for review and approval prior to the preparation of the Regional Subdivision Agreement.

- 90 The Owner agrees to pay Regional development charges, payable in accordance with the applicable Regional Development Charge By-law, which are required at the following stages: Subdivision Agreement Stage - Water and Wastewater (including any blocks intended for future development at the maximum density permitted under the applicable zoning by-law); Building Permit Issuance - all remaining Region-Wide Development Charges in effect on the date of issuance.

Note: Any building permits which are additional to the maximum unit yield which is specified by the Subdivision Agreement are subject to all Regional Development Charges (including water and wastewater not collected at subdivision agreement) prior to the issuance of the building permit, at the rate in effect on the date of issuance. It should be noted that a development charge agreement may be required to collect Regional development charges in advance of these two stages.

- 91 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 including the proposed number of units.

- 92 A detailed engineering submission including a revised Functional Servicing Report shall be prepared and submitted to the Region of Halton Development Coordinator for review and approval prior to the preparation of the Regional Subdivision Agreement.

- 93 Upon draft approval, Region of Halton services within the plan of subdivision may be installed provided the Regional Subdivision Agreement has been executed, appropriate financial security has been posted and all relevant fees paid to the satisfaction of the Region. If Regional services are installed prior to subdivision registration, the Owner agrees to provide the Region of Halton "as constructed" drawings of those services, certified by a professional engineer, before registration takes place.

- 94 The Owner is to provide the subdivision with a looped water system to help ensure a safe, secure and reliable water supply. This can be accomplished with two or more feeds from the Region's water supply. Should the connection points not be readily available adjacent to the site then the Owner will be required to extend watermains to the site at their own cost for this purpose.

- 95 That the Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notified by the Region of Halton Development Co-ordinator that sufficient water capacity exists to accommodate this development

- 96 The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notified by the Region of Halton Development Co-ordinator that sufficient Wastewater Plant capacity exists to accommodate this development.

- 97 The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notified by the Region of Halton Development Co-ordinator that sufficient storage and pumping facilities and associated infrastructure relating to both water and wastewater are in place.

- 98 The Owner acknowledges and agrees 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 and agrees 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 Region of Halton Development Coordinator will advise the Owner in writing at the time of first submission for engineering design approval of the availability of capacity of Regional services and the capacity available for the owner's

development. The registration of all or part of this plan shall not take place until the Region of Halton Development Coordinator has confirmed that capacity exists to accommodate this development.

- 99 That prior to final approval, the owner obtain water and wastewater servicing permits from Halton, pay all the necessary fees associated with the permits and meet all of the service permit requirements including the installation of all water meters, to the satisfaction of Halton's Development Coordinator.
- 100 The Owner shall provide to Halton's Development Coordinator, digital drawings in accordance with the Region's Digital Drawing Specifications for Developments prior to construction of any works and upon submission of the "as constructed" drawings.
- 101 The Owner shall conduct a survey of the property to identify all existing wells and/or private septic systems related to the former use of the lands and shall decommission any existing wells in accordance with Ministry of Environment Guidelines prior to commencing development of these lands, to the satisfaction of Halton Region's Development Coordinator.
- 102 The Owner shall submit a revised site plan/grading plan indicating that existing water service or sanitary service laterals that will be disconnected and abandoned or are deemed substandard, will be decommissioned in accordance with the standards and specifications of Halton Region.
- 103 That subdivision approval not be granted until all external water and sanitary sewer infrastructure necessary to service the plan are secured or are in place, to the satisfaction of Halton Region's Development Coordinator.
- 104 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:
- 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 development area, or the expected area of influence as determined by a hydrogeologist.
  - 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.

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. In addition, the developer must enter into an agreement with Halton Region to provide well restoration/redevelopment of water supply for any well adversely affected as determined by a hydrogeologist.

- 105 The Owner shall secure the requisite amount of Water Allocation units, being 28 SDE, from the Town of Hills to the satisfaction of Halton Region's Development Project Manager.
- 106 The Owner agrees to include in all Offers to Sell, Agreements of Purchase and Sale, Lease or Reservation Agreements, and any other similar documents registered on title to the Lands the following:
- a) "Purchasers/tenants are advised that the homeowner will be responsible for waste disposal until such time as the Region deems their street safe and accessible to receive Regional waste collection services."
  - b) "The purchaser/tenants acknowledge that the static water pressure in the area may exceed that which is allowed under the Plumbing Code. Individual pressure reducing valves may be required to be installed as part of the plumbing system of each residential unit at the Owner's expense."

- 107 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.
- 108 All easements required for the purpose of water and/or wastewater servicing shall be dedicated to Halton Region. The easement(s) shall be dedicated by the Owner free and clear of any and all encumbrances and a Certificate of Title shall be provided in a form satisfactory to the Director of Legal Services or his designate.
- 109 Prior to registration or site alteration the applicant/owner submits an Environmental Implementation Report to the satisfaction of staff from the Town of Halton Hills, Halton Region and Credit Valley Conservation. This Report is to identify in detail how the various recommendations of the Environmental Impact Assessment and Addendums will be implemented through detailed design associated with the development of this subdivision and the proposed trail connection to Wallace Park. This Report is to include detailed implementation recommendations and plans relating to tree preservation, invasive species control, garbage and debris removal, erosion and sediment control, stormwater management, edge management restoration/enhancement planting, trail routing, design and signage, any necessary offsite restoration/enhancement on Town-owned Wallace Park and monitoring and reporting.
- 110 The Applicant/Owner agrees to implement the requirements of the approved Environmental Implementation Report, including the preparation and implementation of any required detailed plans described therein, to the satisfaction of staff from the Town of Halton Hills, Halton Region and Credit Valley Conservation. Any revisions to the Draft Plan necessary to fulfill recommendations of the final approved Environmental Implementation Report, should be made to the satisfaction of staff from the Town of Halton Hills, Halton Region and Credit Valley Conservation.
- 111 Prior to registration or site alteration the Owner shall submit detailed plans for McDonald Road Improvements to the satisfaction of staff from Halton Region in accordance with the direction outlined by the Manager of Development and Traffic Engineering as follows:

The anticipated improvement work on the north side of McDonald Boulevard, between the proposed development and Wallace Street, will be limited to the installation of a curb contained in a work zone measuring approximately 1.5 meters north of the existing edge of asphalt to allow for the construction of a barrier curb using the existing edge of asphalt for horizontal alignment. The lands to the north of this work zone contain environmental features that are to be protected under an Environmental Protection zone. These features are to be dedicated to the Town for long-term conservation purposes and include significant woodlands, provincially significant wetlands, fish habitat, and a watercourse plus associated natural hazard lands. The work zone will be fenced to protect all lands outside the work zone and the appropriate sediment and erosion controls will be installed within the 1.5m zone to prevent any impacts to the surrounding natural features.

The detailed design for the improvement works will be prepared prior to approval of a pre-servicing plan and registration of the pre-servicing agreement to the satisfaction of the Town of Halton Hills as McDonald Boulevard is a local road under the jurisdiction of the Town. However comments from the Region regarding suitable work zone protection fencing, sediment and erosion controls, compensatory tree plantings on Wallace Park and any detailed designs for improvement works in this area that are not listed above will be incorporated into the final design.

- 112 The Owner agrees to implement any offsite restoration/enhancement plantings on Town-owned Wallace Park recommended by Halton Region staff as part of the Region's review of the detailed plans for McDonald Road Improvements.

- 113 The Applicant/Owner agrees to submit any baseline monitoring as recommended in the monitoring and reporting program outlined in final approved Environmental Implementation Report prior to any site alteration approval.
- 114 The Applicant/Owner is required to erect a temporary barrier to work fencing prior to and during site alteration, construction, and grading in accordance with the Tree Protection Plan contained within the final approved Environmental Implementation Report.
- 115 That prior to registration the applicant/owner submits a digital disc containing GIS mapping (coordinate system UTM NAO 83, Zone 17) of key natural heritage features (i.e. delineated significant woodlands and wetlands), enhancement and linkage areas and buffers to Regional Sustainable Planning staff.
- 116 The Applicant/Owner agrees that during grading, construction, site alteration or development activities to not stockpile materials or store construction equipment within the Environmental Protection lands.

**BELL CANADA:**

- 117 The Owner shall agree in the Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.
- 118 Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.

**CLEARANCES:**

- 119 That prior to Final Plan Approval, the Canada Post Corporation advises the Town of Halton Hills that conditions 59 to 63 have been satisfied.
- 120 That prior to Final Plan Approval, Bell Canada advises the Town of Halton Hills that conditions 112 and 113 have been satisfied.
- 121 That prior to Final Plan Approval, Credit Valley Conservation advises the Town of Halton Hills that conditions 65 to 72 have been satisfied.
- 122 That prior to Final Plan Approval, the Halton Catholic District School Board advises the Town of Halton Hills that conditions 79 and 80 have been satisfied.
- 123 That prior to Final Plan Approval, the Halton District School Board advises the Town of Halton Hills that conditions 73 to 78 have been satisfied.
- 124 That prior to Final Plan Approval, Halton Region advises the Town of Halton Hills that conditions 81 to 111 have been satisfied.
- 125 That prior to Final Plan Approval, Canadian National Railway advises the Town of Halton Hills that condition 64 has been satisfied.

**TIMEFRAME:**

- 126 That the Owner agrees that draft approval shall lapse three (3) years from the date of issuance of draft approval from the Corporation of the Town of Halton Hills. Any extension after the initial 3 year period is contingent upon a review and possible revision to the draft plan conditions to ensure that they remain current and reflect best practices.

## **NOTES**

### Canada Post

- If applicable, Canada Post Corporation's Multi Unit Policy will be in effect for any blocks designated to have Multi Unit Buildings. It will be the Owner's responsibility to purchase and maintain Centralized Mail Boxes for this development type.
- Any institution in this plan will be treated as a single business and will be provided mail delivery to one Point of Call.
- The Developer will be required to provide a signature for a License to Occupy Land agreement for any Condominiums and provide winter snow clearance.
- Enhanced Community Mailbox Sites with roof structures will require documentation as per Canada Post Policy.
- There will be one mail delivery point to each unique address assigned by the Municipality.
- It is requested that the Developer notify all homebuyers of the process to initiate Mail Delivery. Once the homeowner has closed their home sale, the new homeowner can go to the local Post Office and show their warranty documentation as well as a license for identification to begin the process of requesting mail delivery. Of note, any mail which has been sent to this homeowner in the interim – to this new address – will also be available for pickup at this local Post Office – this is where mail will be held until mail delivery begins. The location of the local Post Office is: 53 Bower Street, Acton (519) 85304096.

### Halton District School Board & Halton Catholic District School Board

- Educational Development Charges are payable in accordance with the applicable Education Development Charge By-law and are required at the issuance of a building permit. Any building permits which are additional to the maximum unit yield specified by the Subdivision Agreement are subject to Education Development Charges prior to the issuance of a building permit, at the rate in effect at the date of issuance.

### Region of Halton

- The subject lands are not identified as having archaeological potential however, the applicant is cautioned that should deeply buried archaeological materials be found on the property during any of the above development activities the Ontario Ministry of Tourism and Culture should be notified immediately (416.314.7143). In the event that human remains are encountered during construction, the proponent should immediately contact both the Ministry of Tourism and Culture and the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ministry of Small Business and Consumer Services (416.326.8392).
- The Owner will be required to pay all applicable Regional development charges prior to the issuance of any building permits at the rate in effect at the time of issuance of any building permits.

DRAFT PLAN OF SUBDIVISION

