

## CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

### CONDITIONS OF DRAFT APPROVAL FOR PLAN OF SUBDIVISION 24T-08001/H

Part of Park Lot 3 and Ann Street, Cavanaugh's Unregistered Plan, Part of the East Half Lot 20, Concession 9 (original Township of Esquesing, County of Halton); and Lots 1 to 12, Inclusive, Part of Lots 13, 14 and 15, Part of Park Lots 1, 2 and 3 (Block E), Part of Lot 14 (Block F), Lots 7 to 10, Inclusive, Part of Lots 4, 5, 6, 11, 12, 13 and 14 (Block G), Lots 1, 7 to 12, Inclusive, Part of Lots 2 to 6, Inclusive (Block H), Lots 2 to 12, Inclusive, Part of Lots 1, 13 and 14 (Block I), Part of Lot 13 (Block K), Part of Park Lots 1 and 2 (Block O), Lots 1 and 2, Part of Lots 3, 4 and 5 (Block O), Part of Lots 2, 3 and 4 (Block P), Parts of Chelten Street, Park Street West, Glen Street, Credit Street, Victoria Street and Alexander Street (closed by Superior Court of Justice Order – Court File No. 2917/02, Inst. HR226694) Registered Plan 10, (formerly Village of Glen Williams), Town of Halton Hills, Regional Municipality of Halton

1.	That approval applies to the proposed Plan of Subdivision 24T-08001H revised by Matthews Planning and Management dated February 7, 2017, to show 31 single detached lots, Storm Water Management Pond (Block 32), Open Space (Blocks 33 & 34), Walkway (Blocks 35 & 36) and internal subdivision street network consisting of Streets A and B.	GENERAL – ALL
2.	<b>Enter into Subdivision Agreement</b> 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	GENERAL – ALL
3.	<b>Lot Frontage Area and Site Specific Info</b> That the Owner agrees to provide lot frontage, area, and site specific information as necessary to ensure that all lots and blocks conform to the Zoning By-law.	PLANNING – ZONING
4.	<b>Street Naming</b> That the Owner agrees that all Municipal road allowances included in the plan of subdivision shall be named to the satisfaction of the Town of Halton Hills (application made to Clerk's Office) and shall be constructed to the Town of Halton Hills standards at the time of registration.	PLANNING - CLERKS
5.	<b>No Works Until Subdivision Agreement</b> That the Owner agrees that no works shall occur on the site until the Owner has entered into a Subdivision Agreement with the Town of Halton Hills, unless otherwise specified.	GENERAL – ALL
6.	<b>Zoning By-law Conformity and Holding Provision</b> That the Owner agrees that prior to the final approval, the land uses proposed within the draft plan shall conform to a Zoning By-law approved pursuant to the provisions of the Planning Act, and that such a Zoning By-law shall employ the use of a Holding (H) Provision.	PLANNING – ZONING

	<p>The Owner agrees not to request the removal of the Holding (H) Provision until such time that:</p> <ul style="list-style-type: none"> <li>a) The Town's Subdivision Agreement has been executed;</li> <li>b) The Regional Subdivision Agreement has been executed;</li> <li>c) Construction of adequate water and sanitary sewer systems and confirmation of adequate and available servicing capacity by the Regional Municipality of Halton.</li> </ul>	
7.	<p><b>Public Lands Conveyance 1</b></p> <p>The Owner agrees to prepare a reference plan (R-plan) for the lands shown as Undisturbed Area on the Grading Plans 3A (DWG #08-010-03) and 3B (DWG #08-010-04) dated December 2016 prepared by Condeland Engineering and shall dedicate those lands gratuitously to the Town prior to any conveyance of the lots by the Owner to the satisfaction of Town Administration.</p>	GENERAL – ALL
8.	<p><b>Public Lands Conveyance 2</b></p> <p>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.</p>	GENERAL - ALL
9.	<p><b>SWM Pond Conveyance and Maintenance</b></p> <p>That the Owner agrees to convey a block of land, by way of the registration of an M-Plan, that is sufficiently sized to accommodate a stormwater management facility and the associated outfall(s) as demonstrated through an approved Stormwater Implementation report all in accordance with the Town Stormwater Management Policy dated March 2009 and to the satisfaction of the Town Administration.</p> <p>The Owner further agrees to provide the Town with sufficient access, by way of land transfer or easement per section 3.1 of the Town's Subdivision Manual dated July 1999 for all offsite outlets and/or outfalls as approved through an approved Stormwater Implementation Report. Confirmation of the same is required in writing to the satisfaction of Town Administration prior to the commencement of any site works including site alteration.</p> <p>As outlined in the Town's Stormwater Management Policy dated March 2009, the Owner shall provide the Town with a Stormwater Maintenance Fee prior to the execution of the Subdivision Agreement. The Fee shall be calculated and submitted by the Engineer to the satisfaction of the Town Administration prior to the preparation of the Subdivision Agreement.</p>	ENGINEERING
10.	<p><b>Mylars</b></p> <p>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.</p>	GENERAL – ALL
11.	<p><b>Temporary Works</b></p> <p>That the Owner agrees to construct all works, which must be considered temporary, to facilitate the development of the subject property. These works may include, but are not limited to; emergency access, temporary cul-de-sacs, erosion protection, tree protection</p>	ENGINEERING

	and stormwater facilities.	
12.	<p><b>LED lights</b> That the Owner agrees to install and make operational street lighting on all streets and walkways within the draft plan of subdivision to an urban residential standard utilizing L.E.D. lighting and incorporate hydro metres to the satisfaction of Town Administration within 90 days of the issuance of the first Building Permit.</p> <p>The owner further agrees that prior to the execution of the subdivision agreement that they shall provide cash-in-lieu of providing stock supply of street light parts (for LED) as required in section 2.7.2 of the Town Subdivision Manual. The Owner further agrees to provide the Town with a written 10-year warranty from the manufacturer for the luminaire and photocell.</p>	ENGINEERING
13.	<p><b>Retaining Walls</b> That the Owner agrees in a subdivision agreement that maintenance of any retaining walls constructed within the draft plan of subdivision shall be the responsibility of the Owner and subsequent Owners, and, except where otherwise specified, that no retaining wall shall exceed a maximum height of 1.5m on the exposed face to the satisfaction of the Town of Halton Hills.</p> <p>That the Owner agrees that, unless otherwise shown on the approved engineering drawings, all retaining walls shall be constructed entirely on private property. The Owner further agrees to notify any purchaser and to register on title warning clauses advising purchaser that they are responsible for the cost and maintenance of the retaining walls and that they will require permits from both the Town and/or Credit Valley Conservation for any works related to the retaining walls.</p> <p>Any retaining wall proposed to be installed on Town owned lands shall be located, designed and constructed to the satisfaction of the Town Administration.</p>	ENGINEERING
14.	<p><b>Align Streets and Blocks with Adjacent Lands</b> The pattern of street and layout of blocks within the draft plan of subdivision shall be designed and aligned precisely with the pattern and layout for existing plans or any adjoining proposed plans of subdivision.</p>	ENGINEERING
15.	<p><b>Construction Fence and Tree Protection</b> That the Owner agrees to install the temporary construction fence (along the perimeter of the development) and the required tree protection prior to commencing any on-site works. The details and the location of the temporary construction fencing and tree protection shall be clearly shown on the approved Erosion and Sediment Protection drawing submitted to the Town as part of the engineering submission and/or site alteration application.</p> <p>It is the Town's expectation that all temporary construction fencing and tree protection will be inspected and documented by the Engineer on a weekly basis and all deficiencies noted are repaired</p>	ENGINEERING

	within a minimum 2 calendar days of the date of inspection.	
16.	<p><b>As Constructed and Asset Management Info. for Public Services</b> That the Owner agrees to supply to the satisfaction of Town Administration a digital compatible file of the "as constructed" Public Services, in a format suitable for use with the Town's current version of AutoCAD and/or Civil 3D.</p> <p>The Owner further agrees to provide a summary of details in an Excel format as required to update the Town Asset Management data base for the work undertaken as part of this project.</p> <p>All as constructed and asset management information is required to be submitted to the satisfaction of the Town administration prior to the request for the final release of securities.</p>	ENGINEERING
17.	<p><b>0.3 m Reserves</b> That the Owner agrees to provide 0.3m reserves, as required by Town Administration.</p>	ENGINEERING
18.	<p><b>Cycling Master Plan</b> That the Owner agrees to incorporate within the road configuration and the design of the development the recommendations from the Town of Halton Hills Cycling Master Plan dated December 2010, or any future updates, as adopted by Town Council to the satisfaction of Town Administration.</p>	ENGINEERING
19.	<p><b>Sediment, Erosion and Mud Tracking</b> The Owner agrees to have prepared by their Engineer and have implemented by their contractor an Erosion and Sediment Control Plan. This plan will address items such as but not limited to, mud tracking prevention, temporary storm water management (Quantity and Quality), sediment control, erosion prevention, regular inspection and documentation by the Engineer, immediate repairs to deficiencies, tree preservation, temporary perimeter construction fencing and shall address all phases and stages of construction.</p> <p>It is the Town's expectation that the engineer shall, as a minimum, provide weekly inspection of the implemented design and, as required, recommend modification to the plan to suit the site condition and time of year. The monitoring by the Engineer shall continue through the home building stage of construction and shall only terminate once the site has been stabilized to the Town's satisfaction. All deficiencies noted during any inspection shall be recorded and rectified within two calendar days.</p> <p>That the Owner further agrees to stabilize all disturbed soil within 30 days of being disturbed, control all noxious weeds and maintain ground cover, to the satisfaction of Town Administration</p> <p>Through the subdivision agreement and/or site alteration permit the Owner shall provide sufficient securities to the satisfaction of the Town Administration to ensure the maintenance of this plan including the required regular inspection by the Engineer.</p>	ENGINEERING

20.	<p><b>Construction Management Plan</b></p> <p>That the Owner agrees to have prepared and to implement a construction management plan to the satisfaction of the Town Administration and Halton Region prior to any site works or site alteration and shall provide updates for the entire construction process through to issuance of the completion certificate. This plan shall be the Owner's responsibility to implement at their cost and shall include the following as a minimum:</p> <ul style="list-style-type: none"> <li>a. Central coordinating contact and tracking for all community complaints and respective responses;</li> <li>b. Trades communication and enforcement plan;</li> <li>c. Project phasing, staging, periods of activity and operating hours including peak times and types of activity;</li> <li>d. Parking for trade and deliveries;</li> <li>e. Traffic protection plan for vehicular and pedestrian traffic in accordance with OTM Book 7;</li> <li>f. Material delivery loading areas, coordination and enforcement;</li> <li>g. Office space (Construction trailer);</li> <li>h. Working hours;</li> <li>i. Debris (garbage);</li> <li>j. Noise &amp; dust control;</li> <li>k. Importation or Exportation of fill or surplus material;</li> <li>l. Site access and egress;</li> <li>m. Communications plan for providing notification to and addressing concerns of: <ul style="list-style-type: none"> <li>o immediately adjacent residents;</li> <li>o Glen Williams residents;</li> <li>o residents from surrounding and adjacent areas who may be impacted including but not limited to trail users, Gamble Street, Meadowglen Boulevard, Credit Street, Ann Street Park Street, residents;</li> <li>o the broader community who may have questions about the development; and</li> <li>o Purchaser/New homeowners;</li> </ul> </li> <li>n. Impact mitigation plan for residents affected by off-site servicing including but not limited to Gamble St. and Credit St.; and</li> <li>o. A contingency plan that addresses any additional impacts to private residential or municipal property not foreseen in the construction management plan including notification, compensation, and conflict resolution provisions as may be appropriate.</li> </ul> <p>If, in the opinion of the Town Administration, the Owner fails to implement the Construction Management Plan and/or fails to update the Construction Management Plan to address concerns raised by the Town, the Town reserves the right to draw upon the securities held as part of the subdivision or any agreement to implement the provisions of the Construction Management Plan and/or rectify the concerns for lands owned and not owned by the Municipality. Any amounts drawn from project securities for such implementation shall</p>	ENGINEERING
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	be replaced within 30 days. The Town shall be provided full cost recovery plus appropriate administration fees and disbursements for all efforts as a result of the Owners failure to perform.	
21.	<b>Timing of Completion of Works</b> That the Owner agrees that time is of the essence in the completion of site works as set out in the construction schedule and that, failing completion of on or off site works in a timely manner as determined by the Town Administration, securities may be drawn by the Town Administration to complete or secure those works including but not limited to providing contractor payment from the project securities and that any amounts drawn from project securities for such implementation are to be replaced within 30 days.	ENGINEERING
22.	<b>Topsoil</b> That the engineer shall submit a plan calculating the total amount of topsoil required for site restoration including all road allowance, open space, storm water management blocks and lots plus 10% and shall identify stockpile location within the site complete with appropriate erosion and sediment control to the satisfaction of Town administration. It is the Town's expectation that all surplus debris and topsoil shall be removed from the site prior to the commencement of home construction.	ENGINEERING
23.	<b>Construction of Grading Drainage and Servicing</b> That the Owner agrees to have designed and constructed all grading, drainage and servicing under the Town's jurisdiction, to the satisfaction of Town Administration.	ENGINEERING
24.	<b>Construction of Rough Grading</b> That the Owner agrees to construct all rough grading and associated works, as deemed necessary by Town Administration and/or as indicated on the engineering drawings, prior to the issuance of any Building Permits.	ENGINEERING
25.	<b>Daylight Triangles</b> That the Owner agrees to provide daylighting triangles at all intersections and inside bends of all streets to the satisfaction of Town Administration.	ENGINEERING
26.	<b>Geodetic Benchmarks</b> That the Owner agrees to provide two second order, second level Geodetic Benchmarks in suitable locations to the satisfaction of Town Administration. At the Town discretion the Owner may provide the Town with cash in lieu of providing one or both of the benchmarks.	ENGINEERING
27.	<b>Phasing Plan</b> That the Owner agrees that, in the event that future development of the property is to be phased, a detailed development phasing plan must be submitted prior to final approval of the first phase of development. The Phasing Plan shall indicate the sequence of development, the land area in hectares, the number of lots and blocks in each phase, grading to minimize the total soil area exposed at a given time, and construction of public services, to the satisfaction of Town Administration. The phasing must also be reflected in all required reports.	ENGINEERING / PLANNING
28.	<b>Phasing of Construction</b>	ENGINEERING

	That the Owner agrees that, acting reasonably, in order to reduce the extent of disruption to purchasers occupying units within the subdivision, construction shall proceed sequentially such that the first lots to be built be those most interior to the subdivision and the last lots, those nearest the egress.	
29.	<b>Detailed Engineering Submission for Each Phase</b> That the Owner agrees to have prepared by a qualified Engineer and submitted to Town Administration for approval, a detailed Engineering Submission for each phase of construction. Engineering drawings shall reflect the recommendations of all reports and studies requested as conditions of approval.	ENGINEERING
30.	<b>Grading Plans</b> That the Owner agrees that grading plans be prepared and submitted, as part of the detailed engineering submission, to the satisfaction of Town Administration.	ENGINEERING REC & PARKS (OPEN SPACE & PARKLAND ONLY)
31.	<b>On Street Parking and Driveway Locations</b> That the Owner agrees to have prepared by a qualified Consulting Engineer and submitted to Town Administration for approval a plan indicating on-street parking and driveway locations.	ENGINEERING
32.	<b>Requirement to Complete Reports Studies etc.</b> 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).	GENERAL - ALL
33.	<b>Peer Reviews for Studies Post Draft Plan Approval</b> The Town reserves the right to have any of the detailed reports and drawings peer reviewed by an appropriate third party professional at the Owner's expense, subsequent to draft approval. This may include, but not be limited to: geotechnical, slope stability, urban design, architectural design, ecology, and stormwater management including but not limited to related components - pond outfall, urban design, ecology, and other studies as may be necessary. The Owner shall make payment for all peer review costs incurred by the Town prior to the execution of the Subdivision Agreement.	GENERAL (ALL)
34.	<b>Outstanding Reports and Implementation</b> That the Owner agrees to have prepared or updated by a qualified Consulting Engineer(s) (or other Professional as outlined below) and submitted to Town Administration for approval, the following reports, based on Terms of Reference as approved by Town Administration. In addition, Terms of Reference for reports (a) and (b) regarding stormwater management and (c) shall be approved by Credit Valley	

	<p>Conservation (CVC). The reports must be approved prior to the approval of the Engineering Submission. Recommendations from the reports will be implemented in the detailed design process to the satisfaction of Town Administration, including any Peer Reviews required by the Town. All reports and studies must refer to the final approved Plan of Subdivision 24T-08001/H.</p> <p>a) Functional Servicing Report which needs to identify and support the road layout, under &amp; above ground servicing, general grading, open space location and lot configuration and size, etc. The Functional Servicing Report specifically for 24T-08001/H shall be approved prior to the approval and registration for 24T-08001/H. The stormwater management component of the Functional Servicing Report shall be to the satisfaction of Town Administration and Credit Valley Conservation. The water and wastewater component of the Functional Servicing Report shall be to the satisfaction of the Commissioner of Public Works, Halton Region.</p> <p>b) Stormwater Management Implementation Report(s), including operation and maintenance, shall indicate how stormwater is to be accommodated on the subject property and directed to an adequate outfall. The Terms of Reference for the report must be approved by Town Administration prior to the report being prepared. The report must be submitted and approved prior to finalization of the engineering drawings. Recommendations from this report must be implemented in the detailed design process to the satisfaction of Town Administration. The reports shall confirm the adequacy and design of the new pond.</p> <p>Further to the Stormwater Management Implementation Report the Owner shall provide Stormwater Facility Stability Analysis and report to discuss potential:</p> <ul style="list-style-type: none"> <li>• failure modes such as instability during construction period</li> <li>• inspection and certification requirement of the works during construction</li> <li>• natural events such as earthquake's</li> <li>• overflows due to snowmelts, significant rain events or blockages of the outlet</li> <li>• erosion due to seepage of groundwater</li> <li>• other possible modes of failure or long term concerns.</li> </ul> <p>c) Siltation Report, Sedimentation and Erosion Control Report to provide recommendations for the control, maintenance, and monitoring of sediment during all phases of construction and to address erosion control issues specific to the draft plan of subdivision.</p>	<p>ENGINEERING / REGION / CVC/ REC AND PARKS</p> <p>ENGINEERING / CVC</p> <p>ENGINEERING / CVC</p> <p>ENGINEERING / CVC</p>
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	<p>d) Geotechnical Report, to provide recommendations for the pavement design of internal roads, requirements for subdrains and design information for building foundations.</p> <p>e) Tree Preservation and Inventory Report prepared by a qualified Environmental Consultant, Landscape Architect or Arborist which identifies existing trees and other vegetation and means of protection, restoration and enhancement, through appropriate plantings or other measures including edge management, to the satisfaction of Town Administration. Recommendations from this report shall be implemented in the design and construction phases of the development. The Terms of Reference for this report must be approved by the Town of Halton Hills prior to the report being prepared. The report must be submitted and approved prior to finalization of the Engineering Drawings. The report shall be approved prior to any on-site works being undertaken.</p> <p>f) Environmental Site Assessment and Remediation Report, to assess property to be conveyed to the Town to ensure that such property is free of contamination. If contamination is found, the consultant will determine the nature and the requirements for its removal and disposal at the Owner's expense. Prior to the registration of the subdivision plan, the consultant shall certify to the Town, that all properties to be conveyed to the Town are free of contamination.</p> <p>g) Traffic Impact Study, to address vehicular, bicycle and pedestrian movement in accordance with the recommendation of the Cycling Master Plan and site access, the potential impact on the existing road network, traffic signage, the design of bikeways and traffic calming measures. Town Administration may request that the data used for the basis of this report be updated to reflect current statistics just prior to the approval of this document.</p> <p>h) Environmental Implementation Report. The terms of reference for this report shall be as per the Glen Williams Secondary Plan. The Report will describe, in detail, the limits of development, and environmental/ecological constraints present on the site, including any recommended mitigation, resulting from the proposed development. It shall also address the means whereby stormwater will be conducted from the site to a receiving body, and the means whereby erosion, sedimentation, and their effects will be contained and minimized on the site both during and after the construction period. The Owner agrees that all facilities for stormwater management purposes, including infiltration facilities, if any, shall be operational to the satisfaction of the CVC, and the Town Administration, prior to the issuance of final approval.</p>	<p>REC &amp; PARKS / CVC / REGION</p> <p>ENGINEERING / REC &amp; PARKS (OPEN SPACE/PARK BLOCKS ONLY)</p> <p>ENGINEERING</p> <p>ENGINEERING/ PLANNING/ RECREATION AND PARKS/ CVC</p>
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	<p>i) Edge Management Plan: The owner agrees to have prepared by a qualified ecologist and submitted to the Town of Halton Hills for approval, prior to any on-site works being undertaken, in coordination with the Environmental Implementation Report an Edge Management Plan, which shall address the development limit of the subject area and mitigative works. The Edge Management Plan shall also address hazard trees within the subdivision lands, and adjacent lands. As part of the Edge Management Plan the location and detailing of fencing within or at the limits of Open Space Blocks will be identified to the satisfaction of the Manager of Parks and Open Space.</p> <p>j) Urban Design Guidelines: That the Owner agrees to provide updated Urban Design Guidelines prepared by a qualified Architect/Landscape Architect prior to registration and to the satisfaction of Town Administration. These guidelines shall provide updated visual perspective through the site including but not limited to the visual impacts of the Stormwater management facility, Ann St. crossing, etc.</p> <p>k) Architectural Control Guidelines: That the Owner agrees, prior to the offering of models for sale, to provide Architectural Control Guidelines prepared by a qualified Architect and Landscape Architect (as required) for peer review at the applicant's expense and approval to the Town's satisfaction.</p>	<p>ENGINEERING/ PLANNING/ RECREATION AND PARKS/ CVC</p> <p>PLANNING / REC &amp; PARKS</p> <p>PLANNING / REC &amp; PARKS</p>
35.	<p><b>Piped Conveyance of Stormwater Pond Discharge Water &amp; Credit Street</b> That the Owner agrees that the water from the stormwater facility Block 32 shall be conveyed entirely by a piped solution for the full extent of Credit Street and the Owner further agrees that the area of Block 32 that is located downstream of the stormwater facility and is not receiving any flow from within the facility and is draining surface flows overland to private properties located on the west side of Credit Street will not be permitted to drain any groundwater or discharge from any tile drain or french drain onto said private properties and that any tile drains or french drains required for control of groundwater seepages will be required to discharge into the stormwater facility discharge pipe on Credit Street.</p>	<p>PLANNING / ENGINEERING</p>
36.	<p><b>Stormwater Facility Outfall</b> That the Owner's stormwater outfall is a legal outfall to the satisfaction of the Town solicitor.</p>	<p>TOWN SOLICITOR</p>
37.	<p><b>Water Supply Connection Under Wildwood Trail</b> That arrangements for an underground water supply connection to permit the looping of the Regional water supply system under Wildwood Trail in the vicinity of the emergency access crossing have been made to the satisfaction of the Town and Region</p>	<p>PLANNING/ ENGINEERING/ TOWN SOLICITOR</p>
38.	<p><b>Urban Design and Architectural Control Guidelines</b> That the Owner agrees, prior to offering models on lots for sale, the Control Architect signs off on compliance with both the Urban Design Guidelines (January 2017) and Architectural Control Guidelines</p>	<p>PLANNING/ RECREATION &amp; PARKS</p>

	<p>(January 2017) prepared by MBTW Group / W Architect Inc. as amended by January 12, 2017 comments of the Town of Halton Hills in accordance with the implementation provisions therein to the satisfaction of Town Administration.</p>	
<p>39.</p>	<p><b>Implementation of Urban Design and Architectural Control Guidelines &amp; Performance of Control Architect(s)</b></p> <p>The Owner agrees to incorporate and implement the content of the Urban Design Guidelines (January 2017) and Architectural Control Guidelines (January 2017) prepared by MBTW Group / W Architect Inc. as amended by January 12, 2017 comments of the Town of Halton Hills and reflected in the details of the approved Drawings, including but not limited to, community design criteria, Streetscape and Landscape Design Criteria, including landscape elements, and location, gateway entry design, stormwater management pond location and design etc., architectural design criteria including siting and built form, architectural elements, priority lot dwellings and other design issues unique to the proposed development and necessary mechanisms for their implementation, to the satisfaction of the Town Administration</p> <p>The Owner shall hire a Control Architect and a Control Landscape Architect, at the Owner's expense, to review and approve all design elements to ensure compliance with the architectural, streetscape and landscape design guidelines in accordance with the Implementation Process set out in the approved guidelines. The Town reserves the right to replace the Control Architect and/or Control Landscape Architect if the result of the design approval is inconsistent with the guidelines' recommendations and principles.</p> <p>The selection of the Control Architect and the Control Landscape Architect shall be subject to the approval of the Town's Executive Director of Planning. The Owner or builder shall submit plans, elevations, details, landscape drawings and any other required documents to the control architect and the Control Landscape Architect in sufficient detail to assess compliance.</p> <p>The Owner acknowledges and agrees that building permit applications will not be accepted and building permits will not be issued by the Town without:</p> <ol style="list-style-type: none"> <li>a. certification by the Control Architect, to the satisfaction of the Town Administration that the Architectural Design Review, as set out in the approved Architectural Control Guidelines has been complied with.</li> <li>b. Certification by the Control Landscape Architect to the satisfaction of the Commissioner of Community &amp; Corporate Services, that the Streetscape and Landscape Design, as set out in the approved Urban Design Guidelines has been complied with.</li> </ol> <p>Prior to the Town executing this Agreement, the Owner shall deposit a performance guarantee with the Town in the amount of \$15000 to</p>	<p>PLANNING/ RECREATION &amp; PARKS</p>

	secure the control architect requirements of this condition.	
40.	<p><b>Urban Design Guidelines and Subdivision Agreement</b></p> <p>That prior to registration the Owner agrees to incorporate the content of the Urban Design Guidelines (January 2017) and Architectural Design Guidelines (January 2017) prepared by MBTW Group / W Architect Inc. as amended by January 12, 2017 comments of the Town of Halton Hills into the subdivision agreement to the satisfaction of the Town's Administration, to address streetscape (streetlighting, median treatments, signage, fencing, planting, hard surface treatments, community mail boxes, community features, street furniture), recreational trail linkages, setbacks and other design issues unique to the proposed development and necessary mechanisms for their implementation.</p>	PLANNING/ RECREATION & PARKS
41.	<p><b>Conservation Authority Permits and Pre-servicing</b></p> <p>That the Owner agrees that prior to entering into a Pre-servicing Agreement with the Town of Halton Hills, all necessary permit(s) from the related Conservation Authority for the SWM facility and/or storm water drainage outfall, if any, are in place and in good standing. It shall be the Owners responsibility to maintain all of the Conservation Authority permit(s) in good order for the term of both the Pre-servicing Agreement and this Subdivision Agreement.</p>	TOWN OF HALTON HILLS AND CVC
42.	<p><b>Notices and Warning Clauses: Sales Office Plan</b></p> <p>That the Owner agrees that, prior to offering units for sale a Sales Office Plan be prepared to the satisfaction of Town administration and that the same Plan and information be prepared for use in all promotional advertising material to the satisfaction of the Town administration.</p> <p>That the Owner agrees to post the Sales Office Plan in a readily available and publicly visible location on the wall of the sales office.</p> <p>That the Owner agrees that the Sales Office Plan also be included in all promotional advertising material including any additional details as set out in these conditions</p> <p>That the Owner agrees that prior to registration, the Owner shall provide photographic evidence that the Sales Office Plan was posted in a visible location, readily available to the public within the sales office to the satisfaction of the Town and that the Owner agrees that they may be subject to unscheduled site visits to confirm same.</p> <p>That the Owner agrees to provide evidence that the Sales Office Plan has been included in promotional advertising material (i.e. brochures, websites, etc.) to the satisfaction of the Town</p> <p>That the Owner agrees that the Sales Office Plan shall be approved to the satisfaction of Town Administration and indicate the following:</p> <ul style="list-style-type: none"> <li>• Those lots that have warning clauses and the general details of those clauses</li> </ul>	PLANNING

- The location of parks, open space including open space to be dedicated gratuitously prior to registration, buffer, sidewalks, walkways, community facilities, stormwater management facilities, maintenance block, trails, hydrants, street lights, utility boxes and bicycle paths
- The location of lands to be dedicated gratuitously to the Town prior to registration that form a part of lots 1-15 should be clearly labeled "Publicly Owned Environmental Protection Lands – NOT PART OF PRIVATE LOTS," should be coloured appropriately and should be coloured appropriately with the colours referenced in the drawing legend.
- The types of Open Space
- The type, height and location of fencing attenuation features
- The location of all Canada Post Mailboxes as approved by Canada Post and the Town of Halton Hills
- All lots or blocks in a colour coded form that identify the location of all land use types including details of any site specific zoning provisions
- The identification and location of surrounding land uses
- The location of all existing trees that have been retained
- The location of all street trees
- The location of all infiltration measures on private lots
- The location of all retaining walls on private lots including a note that indicates "Retaining walls on private lots are the responsibility of the private lot owner."

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

- i. This plan of subdivision is not yet registered.
- ii. Construction of the homes cannot commence until after registration and the issuing of building permits (excluding model homes)
- iii. Notwithstanding the expectations of the vendors and purchasers of houses, it is possible that delays could occur with respect to the registration of the plan of subdivision and the issuing of building permits, which may affect the ability of the vendors to perform their obligations within the time prescribed in any Agreements of Purchase and Sale.
- iv. Purchasers are advised to consult their lawyer concerning any aspect of an Agreement of Purchase and Sale before signing it;
- v. Purchasers are advised that this Plan may not accurately reflect final locations of street trees, fences, driveways, streetlights, sidewalks, infrastructure and utilities located within road right-of-ways as well as private lots. Purchasers shall confirm the location of such on the approved drawings with the Town of Halton Hills.";

	<p>vi. All lots are serviced with Regional Water and Sewer.</p> <p>vii. Purchasers are advised that for Lots 1-16 the extent of the lot shown on the approved draft plan of subdivision will not form the full extent of the future privately owned lot. Portions of Lots 1-15 as shown on the Sale Office Plan are to be conveyed to the Town of Halton Hills as public open space prior to or as part of registration. ”</p> <p>viii. Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet typical Town lot grading standards in certain areas, to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions.</p> <p>ix. Purchasers and/or tenants are advised that the development potential for lots may be limited due constraints on the available developable area as shown on the Sales Office Plan and it is recommended that potential purchasers obtain zoning information, including specific lot requirements, prior to purchasing the lot.</p> <p>x. Purchasers and/or tenants are advised that urban design architectural design control measures apply to the development at the cost of the developer and require approval to the satisfaction of Town Administration prior to offering lots and/or models for sale and, in addition, it is recommended that potential purchasers obtain a copy of the approved design guidelines, prior to purchasing a lot.</p> <p>A clause requiring the foregoing obligations after registration of the Plan shall be included in the Subdivision Agreement.</p>	
43.	<p><b>Notices and Warning Clauses – Purchase Agreement - Submit Notices and Warning Clauses Acknowledgement package to the Town for Review prior to Home Sales</b></p> <p>That prior to offering lots and/or models for sale the Owner shall provide a Notices and Warnings Package that assembles all relevant conditions in one location which is to be signed and acknowledged by each prospective purchaser to the Town for review and approval to the satisfaction of the Town Administration.</p>	PLANNING
44.	<p><b>Notices and Warning Clauses – Signed Agreement by Homeowner Acknowledging Notices and Warning Clauses</b></p> <p>That the Owner shall collect from each buyer a signed agreement acknowledging the Notices and Warning Clauses listed within these Draft Plan Conditions provide to the Town copies of same – within 30 days of signing each agreement to the satisfaction of the Town Administration.</p>	PLANNING
45.	<p><b>Notices and Warning Clauses - Purchase Agreement - Notice to Homeowners in Draft Plan Area of Duration of Construction</b></p> <p>That the Owner agrees to provide written notice to homeowners located in the draft plan of subdivision prior to the completion of home sales, advising of the time frame in which construction activities may occur, and potential for the residents to be inconvenienced by the</p>	PLANNING

	construction activities such as noise, dust, dirt, debris and construction traffic, to the satisfaction of Town Administration.	
46.	<p><b>Notices and Warning Clauses - Purchase Agreement – Purchase Agreement Plan</b></p> <p>That the Owner agrees to provide a Purchase Agreement Plan within all offers of purchase and sale that includes the contents of the Office Sales Plan referenced in the relevant condition above in a clear and legible format to the satisfaction of the Town Administration.</p>	PLANNING
47.	<p><b>Notices and Warnings – Purchase Agreement - Lots Abutting Open Space</b></p> <p>The Owner agrees to include in offers of purchase and sale of the identified lots, a statement and plan, and in the case of c) regarding conveyance of lands for public ownership, copy of a signed release acknowledging the statement to the satisfaction of the Town Administration that advises prospective purchasers of the following:</p> <p>a) Lots Abutting Open Space/Trail/Stormwater Management Blocks :</p> <ul style="list-style-type: none"> <li>(i) No private gates are permitted in fencing abutting Open Space Blocks. No private gates are allowed for Lots abutting Town owned lands (Wildwood Trail)</li> <li>(ii) A Recreational Trail link will be provided within Open Space and Stormwater Management Blocks;</li> <li>(iii) Town policies prohibit the encroachment or dumping of materials on Town owned land.</li> </ul> <p>b) All Lots:</p> <ul style="list-style-type: none"> <li>(i) An existing Recreational Trail is present in lands to the south of the development.</li> </ul> <p>c) A portion of lots 1-16 as depicted on the Draft R-plan described in Condition 7 shall be dedicated gratuitously to the Town for public ownership as open space.</p>	PLANNING/ RECREATION AND PARKS
48.	<p><b>Notices and Warnings – Purchase Agreement - Restricted Access to Municipal Lands, Trails with Limited Buffers,</b></p> <p>That the Owner agrees to incorporate in all offers of purchase and sale the following notices:</p> <p>a) All Lots</p> <ul style="list-style-type: none"> <li>i. That the Town’s Fencing Policy prohibits private gate access to Municipally owned lands, and the types of and location of fencing adjacent to Municipally owned land shall be installed by the developer in accordance with Town Policy.</li> <li>ii. That where necessary, as determined by Council, public trails and access facilities may be installed on any park, open space or buffer block and adjacent to private property boundaries with minimal separation.</li> </ul>	PLANNING/ ENGINEERING

<p>49.</p>	<p><b>Notices and Warnings - Purchase Agreement – Various Provisions Including Architectural Control Guidelines</b></p> <p>The Owner shall include the following clauses in all agreements of purchase and sale, or lease for all lots/block in the Plan:</p> <p>a. Purchasers are advised to consult their lawyer concerning any aspect of an Agreement of Purchase and Sale before signing it;</p> <p>b. Purchasers are advised that this Plan may not accurately reflect final locations of street trees, fences, driveways, streetlights, sidewalks, infrastructure and utilities located within road right-of-ways as well as private lots. Purchasers shall confirm the location of such on the approved drawings with the Town of Halton Hills.</p> <p>c. All lots are serviced with Regional Water and Sewer.</p> <p>d. Purchasers are advised that for Lots 1-16 the extent of the lot shown on the approved draft plan of subdivision will not form the full extent of the future privately owned lot. Portions of Lots 1-16 as shown on the Sale Office Plan and in the Purchase Agreement site plan are to be conveyed to the Town of Halton Hills as public open space prior to or as part of registration.</p> <p>e. Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet typical Town lot grading standards in certain areas, to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions.</p> <p>f. Purchasers and/or tenants are advised that the development potential for lots may be limited due constraints on the available developable area as shown on the Sales Office Plan and it is recommended that potential purchasers obtain zoning information, including specific lot requirements, prior to purchasing the lot.</p> <p>g. Purchasers and/or tenants are advised that urban design architectural design control measures apply to the development at the cost of the developer and require approval to the satisfaction of Town Administration prior to offering lots and/or models for sale and, in addition, it is recommended that potential purchasers obtain a copy of the approved design guidelines, prior to purchasing a lot.</p> <p>A clause requiring the foregoing obligations after registration of the Plan shall be included in the Subdivision Agreement.</p>	<p>PLANNING</p>
<p>50.</p>	<p><b>Notices and Warning Clauses – Purchase Agreement - Site Map Identifying Lands Intended for Dedication Gratuitously to the Town as Public Open Space</b></p> <p>That the Owner agrees to provide to all purchasers a site plan identifying lands intended for dedication gratuitously to the Town as Public Open Space including clearly distinguishing those portions of</p>	<p>PLANNING</p>



	lots that have received draft plan approval which will remain in private ownership from those lands that are to be dedicated gratuitously to the Town as public open space as per the required Draft R-plan referenced in Condition 7.	
51.	<p><b>Notices and Warnings - Conveyance of portions of lots to Town prior to or as part of registration</b></p> <p>The Owner shall include the following clause in any agreement of purchase and sale entered into with respect to Lots 1-16 within the Plan:</p> <p>“Purchasers are advised that portions of the lot as shown on the attached plan are to be conveyed to the Town of Halton Hills as public open space prior to or as part of registration. The extent of the lot shown on the approved draft plan of subdivision will not form part of the extent of privately owned portion of the applicable lot.”</p>	PLANNING
52.	<p><b>Notices and Warnings - Purchase Agreement – Retaining Walls</b></p> <p>The Owner further agrees to notify any purchaser and to register on title warning clauses advising purchaser that they are responsible for the cost and maintenance of the retaining walls and that they will require permits from both the Town and/or Credit Valley Conservation for any works related to the retaining walls.</p>	PLANNING /ENGINEERING
53.	<p><b>Notices and Warning Clauses – Grading Plans</b></p> <p>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 all purchasers with a copy of the individual lot grading and plot plans developed for each lot once approved by the developer's professionals and Town Administration, as it is available, and in any event, prior to the issuance of Building Permits. Each homeowner shall be provided a copy of the final approved lot grading plans for their lot, prior to assumption.</p>	PLANNING/ ENGINEERING
54.	<p><b>Notices and Warning Clauses – Posting and Availability of Copies of Draft Plan</b></p> <p>That the Owner agrees to make copies of the approved draft plan and conditions available to all purchasers and visibly post the approved draft plan for the public's viewing where units are offered for sale.</p>	PLANNING
55.	<p><b>Notices and Warnings – Information Sign</b></p> <p>That the Owner agrees that, prior to execution of the subdivision agreement, an information sign(s) be erected in conformity with the Town Sign By-law 2003-0065. This sign(s) shall be designed and located to the satisfaction of Town Administration. It is further agreed that the Owner is not required to obtain a permit under the Town Sign By-law if the provisions of this condition are followed. The Owner shall only erect the sign(s) after the contents and location(s) have been approved by Town Administration. Further, the Owner agrees to maintain the sign(s) and only remove the sign(s) upon sale of the last residential lot in the plan or such other time as may be approved by Town Administration. The information sign shall accurately depict a colour rendered plan of subdivision which clearly details the following</p>	PLANNING

	<p>information:</p> <ul style="list-style-type: none"> <li>a) Approved zoning categories of the lands, including reference to the amending By-law number;</li> <li>b) Adjacent Open Space blocks;</li> <li>c) Lands intended for dedication gratuitously to the Town as public open space and environmental protection lands</li> <li>d) Residential lotting pattern;</li> <li>e) Adjacent recreational trails;</li> <li>f) Canada Post facilities;</li> <li>g) Reserve blocks;</li> <li>h) Street names and collector road designation.</li> <li>i) Labels indicating all environmental features and associated buffers and stormwater management facilities</li> </ul>	
56.	<p><b>Cash In Lieu</b> That the Owner agrees to provide cash-in-lieu of parkland at a rate of five per cent of the total developable area pursuant to the requirements of the Planning Act.</p>	REC & PARKS
57.	<p><b>Open Space</b> That the Owner agrees to satisfy the Town of Halton Hills with respect to:</p> <ul style="list-style-type: none"> <li>a) conveying, free and clear, Open Space Blocks to the Town for conservation purposes;</li> <li>b) cleaning up and improving the lands in Open Space Blocks by removing any debris to the satisfaction of the Town Administration.</li> </ul>	REC & PARKS
58.	<p><b>Compensation Plantings</b> That the Owner agrees to provide an updated compensation strategy to the satisfaction of the Town administration and Credit Valley Conservation Authority, in coordination with the Environmental Implementation Report at a location agreed to by the Town of Halton Hills and the Credit Valley Conservation Authority. General landscape plantings for streetscape, storm water management pond, mitigation plantings (as recommended by the EIR), and Hamlet/trail buffer plantings will not be considered compensation. The compensation ratios in the EIR Addendum dated July 2016 will be the basis of compensation calculations, but the final quantities and locations are to be confirmed by the updated strategy, including updated ELC information if determined by the Town and CVC(updated ELC information if determined by the Town to be applicable in the event the subdivision is not registered within the three year term of approval).</p> <p>The Owner further agrees to provide a minimum amount of 1,374 trees as compensation plantings as outlined in the Addendum to the EIR dated October 15, 2015.</p>	REC & PARKS CVC
59.	<p><b>Invasive Species Management Program</b> That the Owner agrees to design and implement an Invasive Species Management program, to be conducted for the duration of the subdivision construction period, until final acceptance by the Town.</p>	REC & PARKS / CVC

60.	<p><b>Open Space Information Guide</b> That the Owner agrees that, prior to registration and as part of the Edge Management Plan, an Open Space Information Guide or Welcome Letter will be prepared for review and approval by the Town and distribution by the Owner to new homeowners.</p>	REC & PARKS
61.	<p><b>Fencing</b> That the Owner agrees to prepare and implement a fencing plan to the satisfaction of the Town Administration. The plan shall demonstrate all fence details and locations. General Requirements include, but are not limited to:</p> <ul style="list-style-type: none"> <li>a) construct a black vinyl chain link fence at all locations between Town Blocks and Private Lots to the satisfaction of Town Administration;</li> <li>b) construct a black chain link fence adjacent to the Town owned Wildwood Trail to the satisfaction of Town Administration</li> <li>c) construct wooden board on board fence per the Town's standards where residential lots abut other residential lots, to the satisfaction of Town Administration;</li> <li>d) construct wooden board on board fence per the Town's standards where residential lots are exposed to the Town's ROW to the satisfaction of Town Administration</li> </ul> <p>Fencing shall be completed prior to registration to the satisfaction of the Town Administration. Additional fencing provisions of the Urban Design Guidelines (January 2017) prepared by MBTW Group / W Architect Inc. as amended by January 12, 2017 comments of the Town of Halton Hills are to be implemented to the satisfaction of Town Administration.</p>	REC & PARKS
62.	<p><b>Open Space Block Zoning</b> That the Town of Halton Hills Restricted Area Zoning By-law shall place all lands within Open Space Blocks in a restrictive open space/conservation category which shall contain clauses which will have the effect of:</p> <ul style="list-style-type: none"> <li>i) prohibiting the erection of all buildings and structures, including excavations and grading, other than those works necessary for flood and/or erosion purposes.</li> </ul>	PLANNING
63.	<p><b>Trail Linkage Through SWM Block</b> That the Owner agrees to construct a Trail Linkage from Street A through the Stormwater Management Block 32, connecting to Credit Street. The detailed design of the trail connection, including any structures required by the Town, will be incorporated into the subdivision detailed design drawings, prior to registration to the satisfaction of the Town Administration.</p>	REC & PARKS
64.	<p><b>Walkway Block</b> That the Owner agrees to construct a 10 m walkway block at Block 36. The final layout and required landscaping will be determined through the detailed design process to the satisfaction of the Town Administration.</p>	REC & PARKS / ENGINEERING
65.	<p><b>Wildwood Trail Restoration</b> That the Owner agrees to restore any areas of the existing Wildwood Trail damaged by the construction of the subdivision to the</p>	REC & PARKS

	<p>satisfaction of the Town Administration. The Owner further agrees that the Wildwood Trail shall remain open at all times during the construction of the subdivision. A construction staging plan and restoration design shall be provided for any works that may impact the existing trail as part of the detailed design approval process. Staging of works within the existing Wildwood Trail Block shall be subject to approval by the Town Administration.</p>	
66.	<p><b>Hamlet Buffer Planting</b> That the Owner agrees to provide plantings within the Hamlet Buffer adjacent to the subject lands including but not limited to along all lots and subdivision lands backing onto the existing Wildwood Rail Trail, to a planting density and standard to the satisfaction of the Manager of Parks and Open Space.</p>	REC & PARKS
67.	<p><b>Supplemental Plantings per EIR</b> That the Owner agrees to provide all supplemental landscape plantings as per the Environmental Implementation Report, to the satisfaction of the Town Administration, and to stabilize any disturbed areas within the setback from the long term stable top of slope setback to the satisfaction of the Town.</p>	REC & PARKS
68.	<p><b>Rare Plants Identification and Transplant</b> That the Owner agrees that prior to registration and any site alteration the Owner updates the Environmental Implementation Report with regard to the results of a further search for any rare species, the design of a transplanting and monitoring program and implements that program to the satisfaction of the Town Administration.</p>	PLANNING/ RECREATION AND PARKS
69.	<p><b>Monitoring Program</b> That the Owner agrees that prior to registration and any site alteration the Owner updates the Environmental Implementation Report with regard to an overall monitoring program for all re-planting and planting activity, providing targets for the replanting program including but not limited to the duration of the monitoring program, the targeted percentage of material that persists within the monitoring program and re-stocking of material that dies off if the targets are not met, all to the satisfaction of Town Administration.</p>	PLANNING/ RECREATION AND PARKS
70.	<p><b>Town of Halton Hills “Green Checklist” Conditions</b> That the Owner agrees to provide a complete submission in accordance with Town Green Development Standards to the satisfaction of the Town Administration and that the developer/owner shall agree in the Subdivision Agreement to implement all items the developer/owner has selected from the Town’s Green Development Standards Checklist, signed and submitted by the developer/owner to the Town of Halton Hills.</p>	PLANNING / SUSTAINABILITY
71.	<p>Prior to the registration of this plan, or any phase thereof, that the following information be prepared to the satisfaction of CVC and the Town of Halton Hills:</p> <ul style="list-style-type: none"> <li>a) Detailed engineering and grading plans for the overall draft plan of subdivision, including, but not limited to; <ul style="list-style-type: none"> <li>i. Lot Grading Plans – with the objective of maintaining</li> </ul> </li> </ul>	CREDIT VALLEY CONSERVATION AUTHORITY

	<p>existing topography and vegetation, and reducing the need to import offsite fill to the extent feasible;</p> <ul style="list-style-type: none"> <li>ii. Grading and Servicing Plans – with the objective of maintaining or improving predevelopment surface and groundwater flows using approved mitigation measures;</li> <li>iii. Erosion and Sediment Control Plans – with the objective of minimizing on/off site erosion and controlling sedimentation;</li> </ul> <p>b) Plans illustrating the location and details of the approved stormwater management measures (prepared by Condeland Engineering Ltd., dated June 2016), including but not limited to:</p> <ul style="list-style-type: none"> <li>i. Plans illustrating the details of the proposed stormwater management ponds, with such details showing the bottom of the upper pond being elevation 255.0 m or lower and the bottom of the lower pond being 250.5 m or lower;</li> <li>ii. Detailed plans identifying and illustrating measures associated with mitigating potential impacts to groundwater and groundwater seepage areas such as conveyance swales, french drains and/or other interception, conveyance, treatment and discharge measures; and</li> <li>iii. Detailed plans illustrating measures associated with meeting infiltration requirements such as soak away pits, infiltration trenches or infiltration galleries.</li> </ul> <p>c) Plans illustrating the details necessary to implement the recommendations of the final Environmental Implementation Report (prepared by LGL Limited, last revised June 28, 2016) including, but not limited to:</p> <ul style="list-style-type: none"> <li>i. Tree Preservation and Protection Plans; and</li> <li>ii. Mitigation Plans (e.g. Landscape Enhancement and Restoration Plans) to offset the removal and/or negative impacts of the proposed development in accordance with the final compensation analysis (1:1 for early successional habitat/woodland community types and 2:1 for native forest and wetland community types) – this shall include on-site</li> </ul>	
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	and off-site mitigation as deemed necessary.	
	d) The owner is to obtain all necessary permits in accordance with Ontario Regulation 160/06, to the satisfaction of CVC.	
72.	That the Town of Halton Hills' Restricted Area Zoning Bylaw shall contain provisions which will place lands identified as hazard lands or natural area (including their buffers where practical) in an appropriate designation (e.g. environmental or open space) to protect them from development in perpetuity.	CREDIT VALLEY CONSERVATION AUTHORITY
73.	That lands identified as hazard lands or natural areas be gratuitously dedicated to the Town of Halton Hills, as appropriate.	CREDIT VALLEY CONSERVATION AUTHORITY
74.	That prior to final approvals, confirmation be received from a qualified professional that the stormwater management system has been constructed or CVC is satisfied that the construction has been appropriately secured in accordance with the approved plans and is operational or that CVC is satisfied that its operation has been appropriately secured.	CREDIT VALLEY CONSERVATION AUTHORITY
75.	That prior to final approvals, confirmation be received from a qualified professional that the final recommendations of the hydrogeological and geotechnical reports have been implemented in accordance with the approved reports or CVC is satisfied that the final recommendations will be so implemented.	CREDIT VALLEY CONSERVATION AUTHORITY
76.	That the Subdivision Agreement between the Owner and Municipality contain provisions, wherein the Owner agrees to: <ul style="list-style-type: none"> <li>i. carry out the works noted in Conditions 71 through 76 above;</li> <li>ii. that a Warning Clause be included in the Agreements of Purchase and Sale advising the future landowners of lots containing environmental features or abutting any Open Space or Environmental Block that the lands are to remain as a low maintenance environment; and</li> <li>iii. That a Homeowner's Factsheet describing the benefits of landscape naturalization for lots containing natural features or backing onto the Open Space or Environmental Blocks, as an educational tool to promote enhancement, be completed and included as part of the Purchase of Sale Agreement prior to closing.</li> </ul>	CREDIT VALLEY CONSERVATION AUTHORITY

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

	enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick up points will not be located within the subdivision until major construction activity has been completed.	
83.	That the developer agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.	HALTON DISTRICT SCHOOL BOARD
84.	That the Owner shall supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that pupils may be directed to schools outside of the area. The Owner will make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.	HALTON DISTRICT SCHOOL BOARD
85.	That the Owner take responsibility for all required signage on the various blocks which are part of this plan of subdivision and further, that in the event that the Town installs any signs on the Owner's behalf, the Owner agrees to reimburse the Town for the supply, erection, and relocation of appropriate signs which depict land uses and other information on the subject and adjacent lands including notices relating to the bussing of children until the school sites are available and developed, that portables and/or portapaks may be required for student accommodation and that construction of a school is not guaranteed.	HALTON DISTRICT SCHOOL BOARD
86.	That a copy of the approved sidewalk plan, prepared to the satisfaction of the Town of Halton Hills be submitted to the Halton District School Board.	HALTON DISTRICT SCHOOL BOARD
87.	The Owner shall provide Halton District School Board a geo-referenced AutoCAD file of the Draft M-plan once all Lot and Block numbering has been finalized. Should any changes occur after the initial submission to Lot and Block configuration or numbering on the draft M-plan the Owner shall provide a new AutoCAD file and a memo outlining the changes.	HALTON DISTRICT SCHOOL BOARD
88.	That the Owner agrees to provide to Town Administration, prior to entering into an agreement with the Town of Halton Hills, confirmation from; a) Halton Hills Hydro; b) a Telecommunications company(ies), and; c) a Natural Gas company, that satisfactory arrangements have been made for the installation of underground services in the draft plan of subdivision, in the event underground services are required.	UTILITIES
89.	The owner agrees that Halton Hills Hydro must be contacted for an Electrical Service Layout if a new service or upgrade to an existing service is required; or metering changes and that the location and method of servicing is at the sole discretion of Halton Hills Hydro.	HALTON HILLS HYDRO
90.	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	HALTON HILLS HYDRO



	owner.	
91.	The applicant is required to complete the necessary requirements to obtain a Registered Subdivision Agreement with Halton Hills Hydro.	HALTON HILLS HYDRO
92.	The owner/developer agrees to include in all offers of purchase and sale a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.	CANADA POST
93.	The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer on which the homeowners do a sign off.	CANADA POST
94.	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.	CANADA POST
95.	<p>The owner/developer will provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:</p> <ul style="list-style-type: none"> <li>a) An appropriately sized sidewalk section (concrete pad), as per municipal and Canada Post standards, to place the Community Mailboxes on (a copy of the Standards will be provided upon Request).</li> <li>b) The developer further agrees to provide these cement pads during sidewalk pouring and will notify Canada Post of the locations as they are completed.</li> <li>c) Any required walkway across the boulevard, as required and as per municipal standards.</li> <li>d) Any required curb depressions for wheelchair access.</li> </ul>	CANADA POST
96.	The Developer agrees to ensure that all new home buyers will be officially notified of the exact Community Mail Box locations prior to any house sales. Also, that the builder will post in clear site a copy of the plan indicating the Community Mail Box sites at the sales office. This plan is requested to be completed and approved prior to the start of the House sales for the subdivision.	CANADA POST
97.	The owner/developer further agrees to determine and 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 is will enable Canada Post to provide mail service to new residences as soon as homes are occupied.	CANADA POST

98.	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).	CANADA POST
99.	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".	HALTON REGION
100	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 60 UTM co-ordinates, NAD 83 datum.	HALTON REGION
101	The Owner agrees that should the development be phased, the Owner shall submit a phasing plan prior to final approval of the first phase. The phasing plan will indicate the sequence of development, the land area in hectares, the number of lots and blocks for each phase and the proposed use of all blocks including, the proposed number of units, the specific lots to be developed, site access to each phase, grading and the construction of public services. The phasing must be reflected in all engineering reports.	HALTON REGION
102	As set out in the requirements of Halton Region's Protocol for Reviewing Development Applications with Respect to Contaminated or Potentially Contaminated Sites, the Owner shall submit an updated Phase I Environmental Site Assessment (ESA) to the satisfaction of the Regional Municipality of Halton prior to any site alteration, servicing or grading of the site. If further work is determined by the updated Phase I ESA, the Owner shall undertake all required works and recommendations of the report prior to site alteration, servicing or grading of the site. The author of the environmental report(s) submitted must extend third party reliance to the Region of Halton.	HALTON REGION
103	The Owner shall provide notification to purchasers and/or tenants of lots to advise them that the homeowner will be responsible for waste disposal until such time as the proposed homes are 90% constructed and Halton Region deems their street safe and accessible to receive Regional waste collection services.	HALTON REGION
104	The Owner shall enter into any required agreements and satisfy all requirements, financial and otherwise of Halton Region, including but not limited to, the phasing of the plan for registration, investigation of soil contamination and soil restoration, the provision of roads and the installation of water and sanitary sewer services, utilities and drainage works. This agreement is to be registered on title to the lands.	HALTON REGION
105	The Owner shall prepare a detailed engineering submission to be submitted to Halton Region's Development Project Manager for	HALTON REGION

	review and approval prior to the preparation of the Regional Subdivision Agreement.	
106	<p>Upon draft approval, Halton Regional services within the plan of subdivision may be installed, provided the engineering drawings have been approved by the Region and Town of Halton Hills, the Regional Subdivision Agreement has been executed, insurance obtained, appropriate financial security has been posted, all relevant fees paid to the satisfaction of the Region, and all requisite government approvals have been obtained and notices given to all public utilities.</p> <p>a. If Halton Regional services are installed prior to subdivision registration, the Owner agrees to either, (i) provide Halton Region with “as constructed” drawings of those services, certified by a professional engineer before registration takes place, or (ii) post security equal to or greater than 50% of the cost of all Regional works.</p>	HALTON REGION
107	The Owner acknowledges and agrees that registration of all or part of this subdivision may not take place before all external water and wastewater infrastructure necessary for the plan are secured or are in place to the satisfaction of Halton Region’s Development Project Manager.	HALTON REGION
108	The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notified by Halton’ Region’s Development Project Manager that sufficient water and/or wastewater capacity and sufficient storage and pumping facilities and associated infrastructure, relating to both water and wastewater, exist and are in place to accommodate this development.	HALTON REGION
109	The Owner shall confirm that sufficient servicing allocation has been obtained from the Town of Halton Hills prior to final approval of the subdivision. The applicant is required to receive 31 SDEs of water allocation from the Town of Halton Hills based on the current unit count in the submission.	HALTON REGION
110	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.	HALTON REGION
111	An 8.5 metre easement shall be dedicated to Halton Region for the purpose of water and/or wastewater servicing. The easement 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. The easement will be provided for the required subdivision watermain looping to Ann Street through the 8.5 metre emergency access crossing over the Town of Halton Hills Wildwood Trail Corridor.	HALTON REGION
112	The Owner shall submit a Well Survey and Monitoring Report to	HALTON REGION

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

## **Halton Region Notes**

1. Fees are required by Halton Region for each extension to draft approval and for major revisions to the draft plan or conditions.
2. Any hydrogeological reports that require peer reviewing, will be reviewed by Halton Region's peer reviewer at the expense of the Owner.
3. The Owner will be also be required to pay all applicable Regional development charges prior to the issuance of any building permits, unless a subdivision (or other form of development) agreement is required in which case the road portion of the Regional development charges are payable upon execution of the agreement. Please visit the Region of Halton website at [www.halton.ca](http://www.halton.ca) to obtain the most current development charge information, which is subject to change.
4. It should be noted that the entire property is identified as having archaeological potential. Although the archaeological assessment has already received provincial approval, the proponent is cautioned that during development activities, should archaeological materials be found on the property, the Ontario Ministry of Tourism, Culture and Sport should be notified immediately (416-212-8886 or [archaeology@ontario.ca](mailto:archaeology@ontario.ca)). 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.

## **CLEARANCES:**

1. That prior to Final Plan Approval, the Canada Post Corporation advises the Town of Halton Hills that conditions 92 to 98 have been satisfied.
2. That prior to Final Plan Approval, Credit Valley Conservation advises the Town of Halton Hills that conditions 71 to 76 have been satisfied.
3. That prior to Final Plan Approval, the Halton Catholic District School Board advises the Town of Halton Hills that conditions 77 to 81 have been satisfied.
4. That prior to Final Plan Approval, the Halton District School Board advises the Town of Halton Hills that conditions 82 to 87 have been satisfied.
5. That prior to Final Plan Approval, Halton Region advises the Town of Halton Hills that conditions 99 to 114 have been satisfied.
6. That prior to Final Plan Approval, the Utilities and Halton Hills Hydro advise the Town of Halton Hills that conditions 88 to 91 have been satisfied.

**TIMEFRAME:**

7. 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.

