

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: January 19, 2024

CASE NO(S).: OLT-22-004070

PROCEEDING COMMENCED UNDER subsection 22(7) of the *Planning Act, R.S.O.* 1990, c.P. 13, as amended

Applicant and Appellant: Glen Williams Estates Inc.
Subject: Request to amend the Official Plan – Failure to adopt the requested amendment
Purpose: To permit 34 new lots for single detached dwellings on a new public road
Property Address: 102 Confederation Street
Municipality: Town of Halton Hills
Municipal File No.: D09OPA20.002
OLT Case No: OLT-22-004070
OLT Lead Case No: OLT-22-004070
OLT Case Name: Glen Williams Estates Inc. v. Halton Hills (Town)

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act, R.S.O.* 1990, c.P. 13, as amended

Applicant and Appellant: Glen Williams Estates Inc.
Subject: Application to amend Zoning By-law – Refusal or neglect to make a decision
Purpose: To permit 34 new lots for single detached dwellings on a new public road
Property Address: 102 Confederation Street
Municipality: Town of Halton Hills
Municipal File No.: D14ZBA20.009
OLT Case No: OLT-22-004071
OLT Lead Case No: OLT-22-004070

PROCEEDING COMMENCED UNDER subsection 51(34) of the *Planning Act, R.S.O.* 1990, c.P. 13, as amended

Applicant and Appellant: Glen Williams Estates Inc.
 Subject: Proposed Plan of Subdivision – Failure of Town of Halton Hills to make a decision
 Purpose: To permit 34 new lots for single detached dwellings on a new public road
 Property Address: 102 Confederation Street
 Municipality: Town of Halton Hills
 Municipal File No.: D12SUB20.001
 OLT Case No: OLT-22-004072
 OLT Lead Case No: OLT-22-004070

Heard: December 4, 2023 by Video Hearing (“VH”)

APPEARANCES:

Parties

Glen Williams Estates Inc.

Town of Halton Hills

Regional Municipality of Halton

Counsel

Herbert Arnold

David Germain

Brittany Maione

DECISION DELIVERED BY K.R. ANDREWS AND ORDER OF THE TRIBUNAL

[Link to Final Order](#)

INTRODUCTION

[1] The appeal arises following a non-decision by the Town of Halton Hills (“Town”) with respect to applications for an Official Plan Amendment (“OPA”), Zoning By-law Amendment and Draft Plan of Subdivision to facilitate the development of a 34-unit (as

originally proposed) single-detached dwelling subdivision located at 102 Confederation Street within the Hamlet of Glen Williams.

[2] At previous hearing events, Party Status was granted to the Regional Municipality of Halton (“Region”) and Credit Valley Conservation Authority (“CVCA”) (since withdrawn as a Party). Participant status was also granted to the Glen Williams Community Association (“GWCA”) and Concerned Citizens of the Glen (“CCG”).

[3] Disposition of the matter has come before the Tribunal as a settlement motion.

[4] The original proposal remains largely unchanged for the purposes of settlement, with the exception of reduced density from 34-units to a now proposed 31 units.

[5] The Tribunal confirms that it has received, reviewed and considered the following materials and submissions:

- i. Minutes of Settlement between the Applicant and the Town dated November 30, 2023 (marked as Exhibit 1);
- ii. the uncontested opinion evidence of Glenn Wellings, a Registered Professional Planner and full member of the Canadian Institute of Planners, contained in his comprehensive affidavit sworn November 30, 2023 (marked as Exhibit 2);
- iii. draft instruments in support of the proposed settlement (marked as Exhibit 3);

- iv. Participant Statements filed with the Tribunal in the names of the GWCA and CCG¹;
- v. the Parties' oral submissions in support of the settlement; and,
- vi. a draft Order submitted to give effect to the relief jointly being sought.

DECISION AND ORDER

[6] The Tribunal understands that the aforementioned sworn affidavit evidence of Mr. Wellings reflects revisions to the applications before the Tribunal that were reached through the cooperative efforts of the Parties.

[7] Of note, the Tribunal finds that the existing Official Plan ("OP") of the Town designates 8.12 hectares of the subject lands as Hamlet Residential Area, while the proposed settlement provides only 5.56 hectares of land as Hamlet Residential Area designation, with the balance of the lands (approximately 75% of the total) being dedicated to the Town for public ownership (including Natural Heritage and Natural Hazard lands, as well as associated buffer blocks). On account of the reduced area being proposed for development (and the corresponding increased area being dedicated for public ownership), the Applicant requires an OPA to increase the permitted density from 5 units / hectare to 6.8 units / hectare. For comparison, if the proposal included all of the 8.12 hectares currently contemplated for development, the density would be only 3.8 units / hectare to accommodate 31 units – well below the existing permitted density. Mr. Wellings pointed out that the current area designated as

¹ At the hearing, the GWCA and CCG confirmed that their concerns respecting density of the proposed development, safety of the traffic intersection to provide access to the proposed development, and various environmental concerns continue to be a concern in light of the proposed settlement.

Hamlet Residential Area contemplates up to 41 units – ten more units than what is now being proposed.

[8] From a density standpoint, while the proposal is not technically compliant with the existing OP, given the reduction in area being designated as Hamlet Residential Area, the Tribunal nevertheless finds the requested amendment to clearly conform with the intent of the OP because it does not require greater density than what is currently contemplated within the existing boundaries of the Hamlet Residential Area.

[9] The Tribunal confirms that, in coming to its findings, it has had due regard to the statements contained within the Participant Statements of the GWCA and CCG. While those statements clearly oppose the proposed development, the Tribunal accepts the responding testimony of Mr. Wellings insofar as the proposed development has adequately addressed the Participants' concerns from a planning policy standpoint.

[10] More specifically, Mr. Wellings testified that the Participants' concerns regarding density of the development is unfounded when considering that the proposed number of units does not exceed what is currently contemplated within the existing unamended Town OP (as noted above). Mr. Wellings also noted that the safety concerns regarding the intersection of the proposed access roadway has been fully addressed through a peer-reviewed traffic impact study, and the environmental concerns have been fully vetted by both the Town and the CVCA.

[11] In summary, the Tribunal accepts the opinion evidence of Mr. Wellings as presented in his affidavit and similarly finds that the subject applications, as revised, have regard to those applicable matters of provincial interest found in section 2 of the *Planning Act*, are consistent with the Provincial Policy Statement, 2020, conform to the A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2020, the Halton Region OP, the Town OP including the Glen Williams Secondary Plan, and otherwise, reflect principles of good land use planning. The Tribunal further finds that the proposed

Draft Plan of Subdivision has appropriate regard for the criteria under section 51(24) of the *Planning Act*.

[12] **THE TRIBUNAL ORDERS** that:

1. the appeal is allowed in part and the Official Plan for the Town of Halton Hills is amended as set out in **Attachment 1** to this Order;
2. the appeal is allowed in part and By-law No. 2010-050 of the Town of Halton Hills is hereby amended as set out in **Attachment 2** to this Order. The Tribunal authorizes the municipal clerk of Town of Halton Hills to assign a number to this by-law for record keeping purposes.
3. the appeal is allowed in part and the draft plan shown on the plan prepared by Wellings Planning Consultants Inc. dated November 2023, comprising Part of Lot 21, Concession 9, Geographic Township of Esquesing, Town of Halton Hills, Regional Municipality of Halton, as set out in **Attachment 3**, is approved subject to the fulfillment of the conditions set out in **Attachment 4** to this Order;
4. pursuant to subsection 51(56.1) of the *Planning Act*, the Town of Halton Hills shall have the authority to clear the Conditions of Draft Plan Approval and to administer final approval of the Plan of Subdivision for the purposes of subsection 51(58) of the *Planning Act*. In the event that there are any difficulties implementing any of the conditions of Draft Plan Approval, or if any changes are required to be made to the Draft Plan Approval, the Tribunal may be spoken to.
5. In all other respects, the appeal is dismissed.

[13] The Tribunal may be spoken to if the Parties require any further assistance with respect to the Order.

[14] Since the conclusion of the merit hearing held by the Tribunal, and prior to the issuance of this decision, the Tribunal has reached out to the Parties to seek input if the passing of Bill 150, *Planning Statute Law Amendment Act, 2023*, which enacts the *Official Plan Adjustments Act, 2023*, which received Royal Assent on December 6, 2023, had any impacts on the potential outcome of this matter. All of the Parties have provided responses to state that Bill 150 does not impact the matter that was heard. The Tribunal accepts these submissions and finds same.

"K.R. Andrews"

K.R. ANDREWS
MEMBER

Ontario Land Tribunal

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The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal ("Tribunal"). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

Attachment 1

**AMENDMENT NO. 54
TO THE OFFICIAL PLAN
FOR THE TOWN OF HALTON HILLS**

THE CORPORATION OF THE TOWN OF HALTON HILLS

BY-LAW NO.2023-XXXX

A By-law to adopt Amendment No. 54 to the Official Plan
of the Town of Halton Hills

The Ontario Land Tribunal, in accordance with the provisions of the Planning Act, 1990, R.S.O., c.P.13, as amended, hereby enacts as follows:

1. That Amendment No. 54 to the Official Plan of the Town of Halton Hills, being the attached text and schedules, is hereby approved.

**AMENDMENT NO. 54 TO THE OFFICIAL PLAN
OF THE TOWN OF HALTON HILLS**

The attached text and schedules constitute Amendment No. 54 to the Official Plan of the Town of Halton Hills which is approved in accordance with the provisions of the Planning Act, 1990, R.S.O, c.P.13, as amended:

THE AMENDMENT

All of this part of the document consisting of the following Schedule and Text constitutes Amendment No. 54 of the Official Plan for the Town of Halton Hills.

DETAILS OF THE AMENDMENT

The Official Plan for the Town of Halton Hills is amended as follows:

1. That Schedule H4-1 – Glen Williams Land Use Plan is hereby amended by marking with a number “1” and adding a solid red line around the lands shown in Schedule ‘1’ to this amendment, municipally known as 102 Confederation Street (Glen Williams);
2. That Schedule H4-1 – Glen Williams Land Use is hereby amended by refining the limits of the Natural Heritage System and Natural Heritage System Supportive Area designations, as shown on Schedule ‘1’ to this amendment;
3. That Schedule H4-2 – Glen Williams Environmental Areas is hereby amended by refining the limits of the Natural Heritage System and Natural Heritage System Supportive Area designations, as shown on Schedule ‘2’ to this amendment; and,
4. That Section H4 of the Official Plan, the Hamlet of Glen Williams Secondary Plan, is hereby amended by adding a new subsection, which shall read as follows:

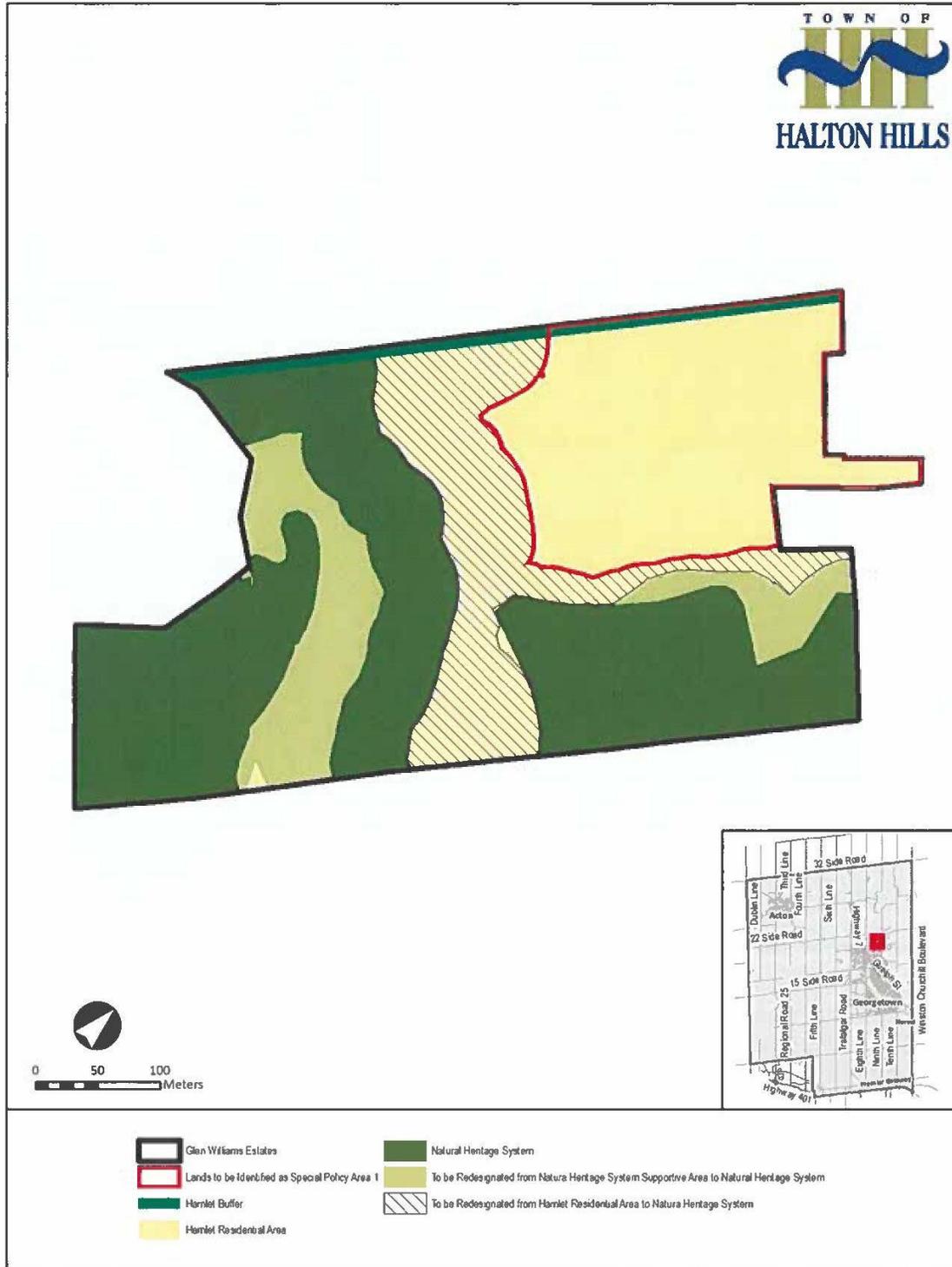
“H4.11 SPECIAL POLICY AREAS

Special Policy Areas apply to those lands within the Glen Williams Secondary Plan that are subject to a land use policy that is specific to a property or area. All other relevant policies of this Plan are applicable unless otherwise modified or exempted by the provisions applicable to each Special Policy Area.

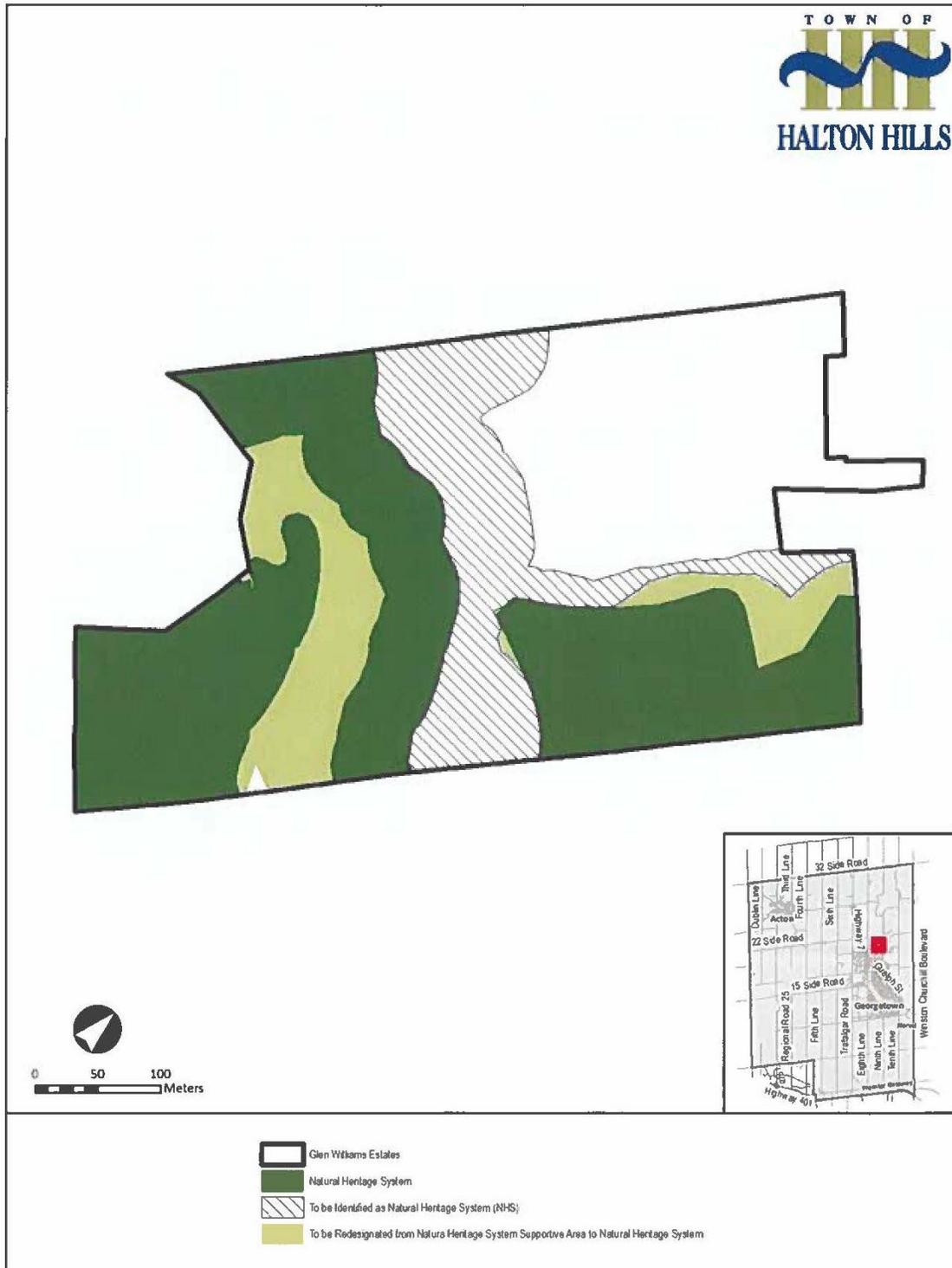
H4.11.1 Special Policy Area 1

A residential subdivision of not more than 31 single detached dwellings lots at a density not greater than 6.8 units per net residential hectare shall be permitted on lands identified as Special Policy Area 1, as shown on Schedule H4-1 of this Plan.

SCHEDULE 1 to OPA No. 54



SCHEDULE 2 to OPA No. 54



ATTACHMENT 2



BY-LAW NO. 2023-XXXX

Being a By-law to Amend Zoning By-law 2010-0050, as amended,
Part of Lot 21, Concession 9, former Geographic Township of
Esquesing, Town of Halton Hills, Regional Municipality of Halton,
municipally known as 102 Confederation Street (Glen Williams)

1. That Schedule "A19" of Zoning By-law 2010-0050, as amended is hereby further amended by rezoning the lands described as Part of Lot 21, Concession 9, Town of Halton Hills, Regional Municipality of Halton, municipally known as 102 Confederation Street (Glen Williams)

From a Development (D) Zone;

To a Hamlet Residential One (HR1-116) Zone, Hamlet Residential (HR1-116-A) Zone, Environmental Protection One (EP1) Zone, Environmental Protection Two (EP2) Zone, Open Space Two (OS2) Zone and Open Space Three (OS3) Zone

and;

From a Hamlet Residential One – Mature Neighbourhood One (HR1)(MN1) Zone

To a Hamlet Residential One (HR1-116) Zone.

and;

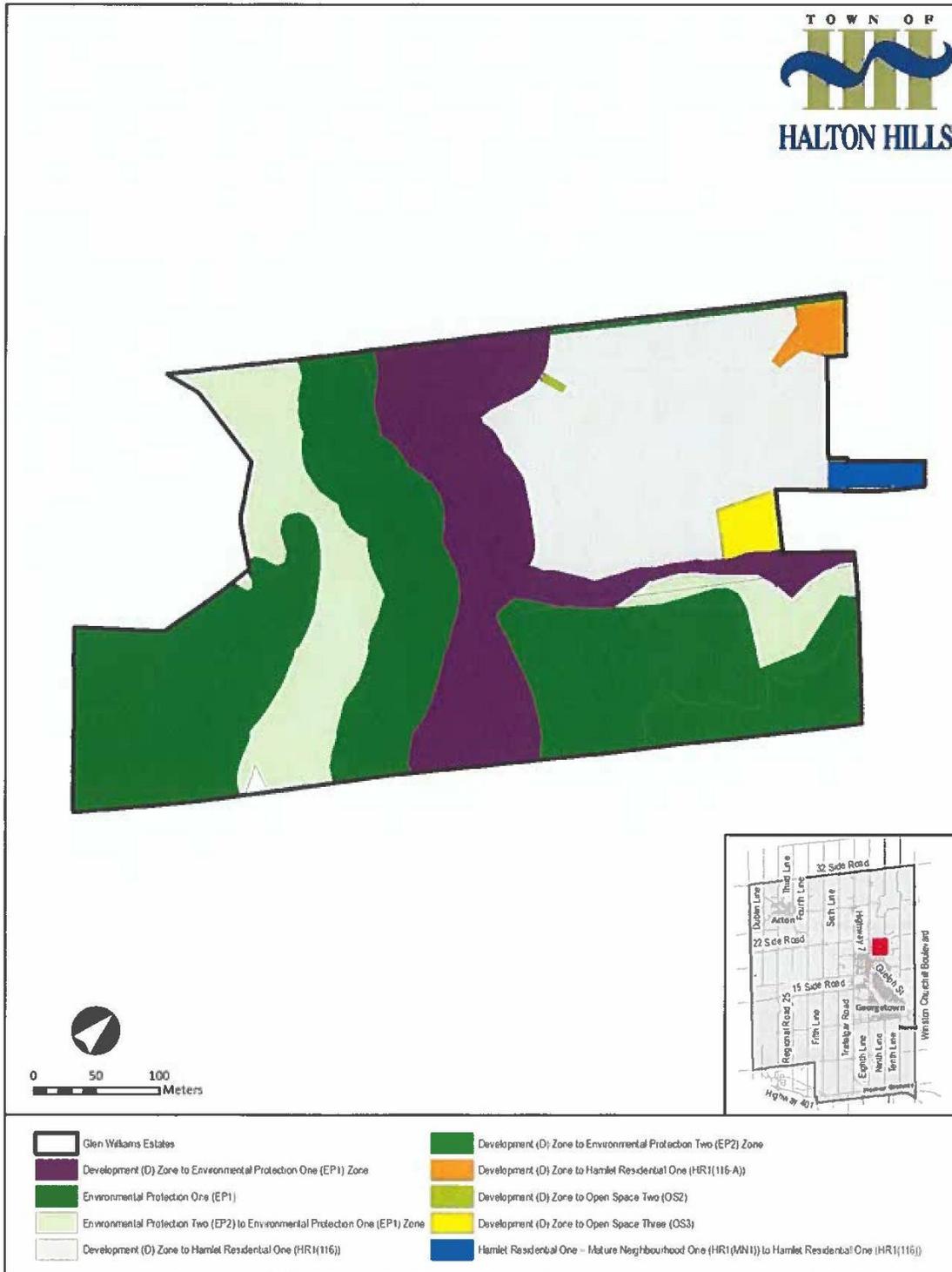
From an Environmental Protection (EP2) Zone

To an Environmental Protection (EP1) Zone

as shown on Schedule "1" attached to and forming part of this By-law:

2. That Table 13.1: Exceptions of Zoning By-law 2010-0050 is hereby amended by adding the Exception Provisions contained in Schedule "2" attached to and forming part of this By-law.

SCHEDULE 1 to By-law 2023-XXXX



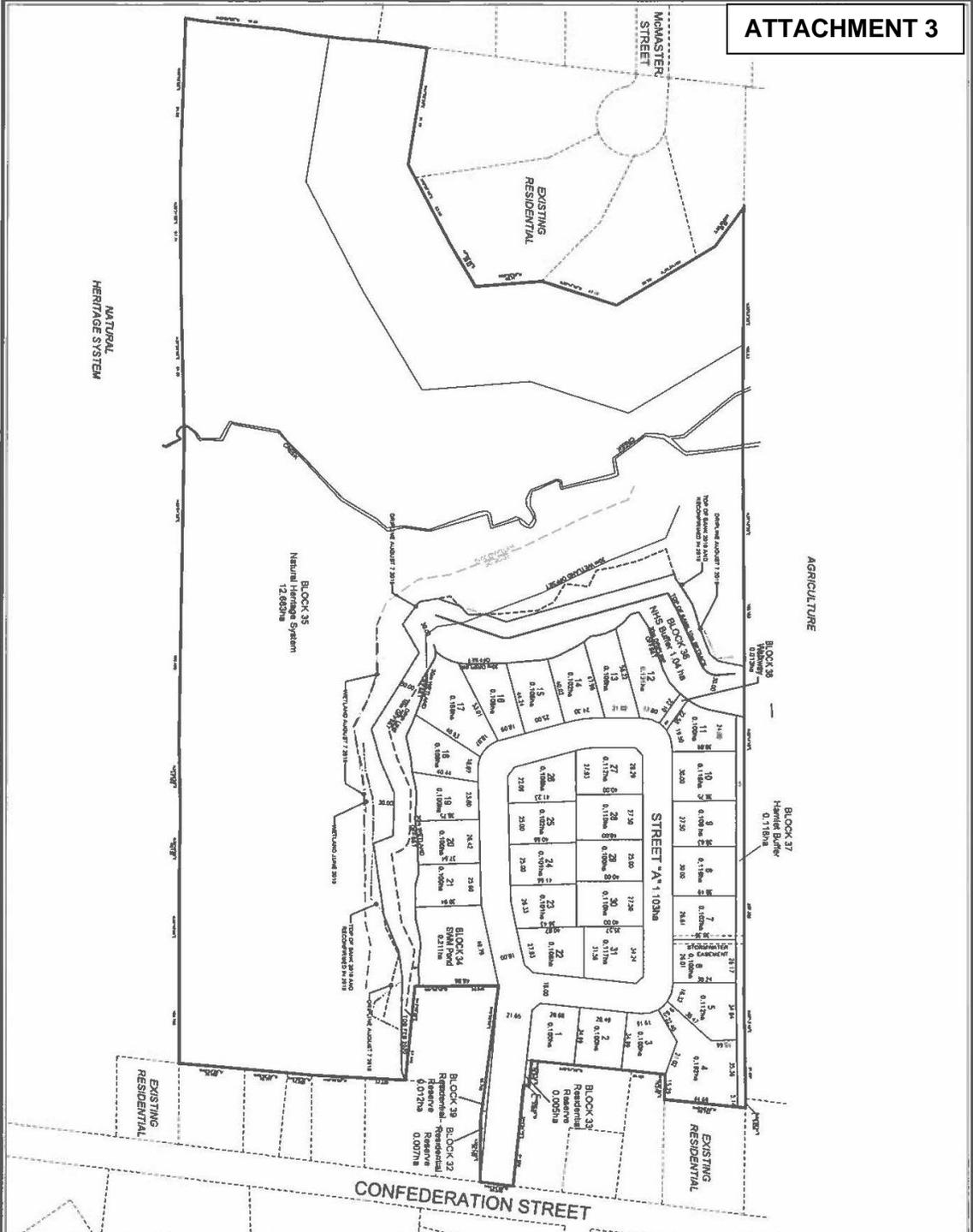
SCHEDULE 2 to By-law 2023-XXXX

13.1 EXCEPTIONS

1 Exception Number	2 Zone	3 Municipal Address	4 Additional Permitted Uses	5 Only Permitted Uses	6 Uses Prohibited	7 Special Provisions
116	HR1	102 Confederation Street, Part of Lot 21, Concession 9, Former Geographic Township of Esquesing, Town of Halton Hills (Glen Williams)				<ul style="list-style-type: none"> i) Minimum lot frontage – 16 metres ii) Minimum lot area – 0.10 ha iii) Maximum number of lots – 31 iv) Maximum lot coverage – 360 square metres v) Setbacks <ul style="list-style-type: none"> a. Minimum front yard setback – 4.5 metres except for porches which may have a setback of 3.0 metres b. No more than two consecutive houses shall be sited at the same distance from the front property line after which subsequent houses shall be sited at a minimum variation of 2.0 m vi) Maximum height – 2 storeys and 9.1 metres measured at the highest point of the finished grade outside the walls of the building or structure vii) For the purposes of this by-law a main wall means any exterior wall of a building or structure viii) Decks 0.6 m or more above the grade adjacent to the deck <ul style="list-style-type: none"> a. Shall not be permitted above the first floor b. Shall not project more than 3.0 metres from the furthest rear or side main wall ix) Balconies shall not project more than 3.0 metres from the furthest rear or side main wall relative to the adjacent yard x) Garages <ul style="list-style-type: none"> a. The wall of the private garage, the entrance of which faces the lot line the driveway crosses to

						<p>access the private garage, is to be recessed a minimum of 0.5 m from the face of the house and shall be no closer than 5.5 metres from the front lot line</p> <p>b. The interior dimensions of the garage width fronting the street shall not exceed 50% of the exterior width of the house</p> <p>c. Special provisions x)</p> <p>a. and b. shall not apply to a corner lot on which a dwelling is situated with an attached garage facing a front lot line and the principal front door of the dwelling facing a side lot line</p> <p>xi) Maximum floor area for a detached private garage – 65 square metres</p> <p>xii) Notwithstanding the provisions of Section 4.15 a), a maximum of 5 model homes is permitted.</p>
						<p>The following provisions apply to lands zoned HR1 (116-A):</p> <p>i) Minimum lot frontage – 9 metres</p>

ATTACHMENT 3



DRAFT PLAN OF SUBDIVISION
 102 CONFEDERATION STREET,
 HAMLET OF GLEN WILLIAMS
 PART OF LOT 21, CONGRESSION 8
 GEORGIAN TOWNSHIP OF ESCUEWING
 TOWN OF HALTON HILLS
 REGIONAL MUNICIPALITY OF HALTON

OWNER'S AUTHORIZATION
 I, the undersigned, hereby authorize the preparation of this Plan of Subdivision and the registration of this Plan of Subdivision in the Registry Office of the Province of Ontario.

SUBDIVISION'S CERTIFICATE
 This Plan of Subdivision is prepared in accordance with the provisions of the Planning Act, R.S.O. 1990, c. P.22, and the Regulations made thereunder.

REGISTERED PROFESSIONAL ENGINEER
 [Signature] P. Eng. No. [Number]

REGISTERED PROFESSIONAL LAND SURVEYOR
 [Signature] P. Land. No. [Number]

LAND USE SCHEDULE

Land Use	Lot/Block	Block Area (sqm)	Lot Area (sqm)
Residential	25, 26, 27, 28, 29, 30, 31	5,028	31
Residential	32	3	0.024
Residential	33	1	0.017
Residential	34	1	0.017
Residential	35	1	0.017
Residential	36	1	0.017
Residential	37	1	0.017
Residential	38	1	0.017
Residential	39	1	0.017
Residential	40	1	0.017
Residential	41	1	0.017
Residential	42	1	0.017
Residential	43	1	0.017
Residential	44	1	0.017
Residential	45	1	0.017
Residential	46	1	0.017
Residential	47	1	0.017
Residential	48	1	0.017
Residential	49	1	0.017
Residential	50	1	0.017
Residential	51	1	0.017
Residential	52	1	0.017
Residential	53	1	0.017
Residential	54	1	0.017
Residential	55	1	0.017
Residential	56	1	0.017
Residential	57	1	0.017
Residential	58	1	0.017
Residential	59	1	0.017
Residential	60	1	0.017
Residential	61	1	0.017
Residential	62	1	0.017
Residential	63	1	0.017
Residential	64	1	0.017
Residential	65	1	0.017
Residential	66	1	0.017
Residential	67	1	0.017
Residential	68	1	0.017
Residential	69	1	0.017
Residential	70	1	0.017
Residential	71	1	0.017
Residential	72	1	0.017
Residential	73	1	0.017
Residential	74	1	0.017
Residential	75	1	0.017
Residential	76	1	0.017
Residential	77	1	0.017
Residential	78	1	0.017
Residential	79	1	0.017
Residential	80	1	0.017
Residential	81	1	0.017
Residential	82	1	0.017
Residential	83	1	0.017
Residential	84	1	0.017
Residential	85	1	0.017
Residential	86	1	0.017
Residential	87	1	0.017
Residential	88	1	0.017
Residential	89	1	0.017
Residential	90	1	0.017
Residential	91	1	0.017
Residential	92	1	0.017
Residential	93	1	0.017
Residential	94	1	0.017
Residential	95	1	0.017
Residential	96	1	0.017
Residential	97	1	0.017
Residential	98	1	0.017
Residential	99	1	0.017
Residential	100	1	0.017

KEY MAP
 Shows the location of the subdivision within the Hamlet of Glen Williams and the Regional Municipality of Halton.

DATE August 11, 2020

SCALE 1:500

CHAMBERS ENGINEERING INC.
 613 Grand Ave.,
 Unit 8, Oakville,
 Ontario L6M 4K1
 Tel: 905.881.1788
 Fax: 905.881.1789
 www.chambersengineering.ca

Attachment 4

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

**FILE: D12SUB20.001 – Glen Williams Estates Inc. (Glen
Williams Estates) DATED: November 2, 2023**

LEGAL DESCRIPTION

Part of Lot 21, Concession 9 Esquesing

Town of Halton Hills, Regional Municipality of Halton

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

TOWN OF HALTON HILLS	
1.	That approval applies to Plan of Subdivision D12SUB20.001, prepared by Wellings Planning Consultants Inc. on November 2, 2023, consisting of 31 single detached lots, a stormwater management pond block (Block 34), walkway block (Block 38), hamlet buffer block (Block 37), residential reserve blocks (Blocks 32, 33 and 39), a block for natural heritage system (Block 35), a block for a natural heritage system buffer (Block 36) and internal subdivision street (Street A).
2.	Enter into Subdivision Agreement That the Owner agrees, prior to final approval, to enter into a Subdivision Agreement, to be registered on title, to satisfy all requirements, financial, servicing and otherwise, of the Town of Halton Hills. The Owner may apply to the Town to request a pre-servicing agreement to facilitate works, at their risk, in anticipation of final approval, however a Subdivision Agreement will remain a requirement to satisfy this condition.
3.	External Road and Servicing Works That the Owner agrees to fully restore all Town lands, roads and services to the satisfaction of the Town.
4.	Development Agreement. The Owner agrees to enter into a separate Development Agreement with the Town for any external servicing work required on Town owned lands.
5.	External Site Alteration The owner agrees to carry out all required off-site grading on 128 Confederation to the satisfaction of the Town and in accordance with drawings approved by the Town. The Owner shall be responsible for securing all required permissions from the owner of 128 Confederation. Prior to the commencement of any site alteration on the subject lands or 128 Confederation, the Owner shall enter into a pre-servicing agreement with the Town and shall obtain a Site Alteration permit for 128 Confederation. It is noted that such site alteration permit will be applied for as a condition of the draft approval of the Plan.
6.	Lot Frontage Area and Site-Specific Info

	That the Owner agrees to provide lot frontage, area, and site-specific information as necessary to ensure that all lots and blocks conform to the Zoning By-law.
7.	Street Naming That the Owner agrees that all Municipal Road allowances included in the plan of subdivision shall be named to the satisfaction of the Town of Halton Hills (application made to Clerk's Office) and shall be constructed to the Town of Halton Hills standards at the time of registration.
8.	No Works Until Subdivision Agreement That the Owner agrees that no works shall occur on the site until the Owner has entered into a Subdivision Agreement or Pre-Servicing Agreement with the Town of Halton Hills.
9.	Zoning By-law Conformity That the Owner agrees that prior to the final approval, the land uses proposed within the draft plan shall conform to a Zoning By-law approved pursuant to the provisions of the Planning Act.
10.	Public Lands Conveyance 1 That the Owner agrees to dedicate the walkway block (Block 38) gratuitously to the Town prior to any conveyance of the lots by the Owner to the satisfaction of Town Administration.
11.	Public Lands Conveyance 2 That the Owner agrees to dedicate the hamlet buffer block (Block 37) gratuitously to the Town prior to any conveyance of the lots by the Owner to the satisfaction of Town Administration.
12.	Public Lands Conveyance 3 That the Owner agrees to dedicate the natural heritage system block (Block 35) and the natural heritage system buffer block (Block 36) gratuitously to the Town prior to any conveyance of the lots by the Owner to the satisfaction of Town Administration.
13.	Public Lands Conveyance 4 That the Owner agrees to gratuitously grant all easements or blocks as required, free and clear of any encumbrances, to the Town, Region or other appropriate authority.
14.	Public and Private Lands Conveyance 5 That the Owner agrees to convey Blocks 32 & 39 to the Owner of 100 Confederation Street and to have the Owner of 100 Confederation Street convey the portions of that property necessary for the daylight triangle and other Street 'A' road allowance requirements.
15.	SWM Pond Conveyance and Maintenance That the Owner agrees to convey Block 34 to the Town of Halton Hills gratuitously and to ensure that the block is sufficiently sized to accommodate a stormwater management facility and the associated outfall(s) as demonstrated through an approved Stormwater Implementation report all in accordance with the Town Stormwater Management Policy dated March 2009 and to the satisfaction of Town Administration. The Owner further agrees to provide the Town with sufficient access, by way of land transfer or easement per section 3.1 of the Town's Subdivision Manual dated July 1999 for all offsite outlets and/or outfalls as approved through an approved Stormwater Implementation Report. As outlined in the Town's Stormwater Management Policy dated March 2009, the Owner shall provide the Town with a Stormwater Maintenance Fee prior to the execution of the Subdivision Agreement. The Fee shall be calculated and submitted by the Engineer to the satisfaction of Town Administration prior to the preparation of the Subdivision Agreement.

16.	<p>Mylars That the Owner agrees to deposit mylars of the Registered Plan of Subdivision with the Town of Halton Hills and provide the Town with computerized information in a format satisfactory to Town Administration.</p>
17.	<p>Temporary Works That the Owner agrees to construct all works, which must be considered temporary, to facilitate the development of the subject property. These works may include, but are not limited to, emergency access, temporary cul-de-sacs, erosion protection, tree protection and stormwater facilities.</p>
18.	<p>LED Lights That the Owner agrees to install and make operational street lighting on all streets and walkways within the draft plan of subdivision to an urban residential standard utilizing L.E.D. lighting and incorporate hydro metres to the satisfaction of Town Administration within 90 days of the issuance of the first Building Permit.</p> <p>The Owner further agrees that prior to the execution of the subdivision agreement that they shall provide cash-in-lieu of providing stock supply of street light parts (for LED) as required in section 2.7.2 of the Town Subdivision Manual. The Owner further agrees to provide the Town with a written 10-year warranty from the manufacturer for the luminaire and photocell.</p>
19.	<p>Retaining Walls That the Owner agrees in a subdivision agreement that maintenance of any retaining walls constructed within the draft plan of subdivision shall be the responsibility of the Owner and subsequent Owners, and, except where otherwise specified on the approved drawings, that no retaining wall shall exceed a maximum height of 1.5m on the exposed face or to the satisfaction of the Town of Halton Hills.</p> <p>That the Owner agrees that, unless otherwise shown on the approved engineering drawings, all retaining walls shall be constructed entirely on private property. 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 the Town 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 Town Administration.</p>
20.	<p>Align Streets and Blocks with Adjacent Lands The pattern of street and layout of blocks within the draft plan of subdivision shall be designed and aligned precisely with the pattern and layout for existing plans or any adjoining proposed plans of subdivision.</p>
21.	<p>Construction Fence and Tree Protection That the Owner agrees to install the temporary construction fence (along the perimeter of the development) and the required tree protection prior to commencing any on-site works. The details and the location of the temporary construction fencing, and tree protection fencing shall be clearly shown on the approved Erosion and Sediment Protection drawing submitted to the Town as part of the engineering submission and/or site alteration application.</p> <p>It is the Town's expectation that all temporary construction fencing, and tree protection will be inspected and documented by the Engineer on a weekly basis and all deficiencies noted are repaired within a minimum 2 calendar days of the date of inspection.</p>
22.	<p>As Constructed and Asset Management Info. for Public Services That the Owner agrees to supply to the satisfaction of Town Administration a digital</p>

	<p>compatible file of the "as constructed" Public Services, in a format suitable for use with the Town's current version of AutoCAD and/or Civil 3D. As constructed for underground works to be provided within three months of the security reduction for underground works to the Town's satisfaction. Updated as constructed drawings including top works to be provided prior to the final release of securities. These submissions are necessary to ensure compliance with the Complete Linear Infrastructure Environmental Compliance Approval from the Ministry.</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 Town Administration prior to the request for the final release of securities.</p>
23.	<p>0.3 m Reserves That the Owner agrees to provide 0.3m reserves, as required by Town Administration.</p>
24.	<p>Active Transportation Master Plan That the Owner agrees to incorporate within the road configuration and the design of the development the recommendations from the Town of Halton Hills Active Transportation Master Plan and any future updates, as adopted by Town Council to the satisfaction of Town Administration.</p>
25.	<p>Sediment, Erosion and Mud Tracking The Owner agrees to have prepared by their Engineer and have implemented by their contractor an Erosion and Sediment Control Plan. This plan will address items such as but not limited to, mud tracking prevention, temporary storm water management (Quantity and Quality), sediment control, erosion prevention, Temporary grading and drainage plans, regular inspection and documentation by the Engineer, immediate repairs to deficiencies, tree preservation, temporary perimeter construction fencing and shall address all phases and stages of construction.</p> <p>It is the Town's expectation that the engineer shall, as a minimum, provide weekly 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 Town Administration to ensure the maintenance of this plan including the required regular inspection by the Engineer.</p>
26.	<p>Construction Management Plan That the Owner agrees to have prepared and to implement a construction management plan (CMP) to the satisfaction of Town Administration and Halton Region prior to any site works or site alteration and shall provide updates for the entire construction process through to issuance of the completion certificate. This plan shall be the Owner's responsibility to implement at their cost and shall include the following as a minimum:</p> <p>a) Central coordinating contact and tracking for all community complaints</p>

- and respective responses;
- b) Trades communication and enforcement plan;
 - c) Project phasing, staging, periods of activity and operating hours including peak times and types of activity;
 - d) Parking for trade and deliveries;
 - e) Traffic protection plan for vehicular and pedestrian traffic in accordance with OTM Book 7;
 - f) Material delivery loading areas, coordination and enforcement;
 - g) Office space (Construction trailer);
 - h) Working hours;
 - i) Debris (garbage);
 - j) Noise & dust control;
 - k) Importation or exportation of fill or surplus material, including but not limited to haul routes, pre-construction survey, dust control, hours of operation, and protection or repair of Town Roads;
 - l) Site access and egress;
 - m) Communications plan for providing notification to and addressing concerns of:
 - immediately adjacent residents;
 - Glen Williams residents;
 - residents from surrounding and adjacent areas who may be impacted including but not limited to Confederation Street, Mountain Street, Main Street, Wildwood Road residents;
 - the broader community who may have questions about the development; and
 - Purchaser/New homeowners;
 - n) Impact mitigation plan for residents and businesses affected by off-site servicing including but not limited to Glen Williams Park, Main Street, Confederation Street, Mountain Street, Wildwood Road
 - o) Arrange monthly meetings to discuss and resolve any complaints or concerns and make adjustments or modifications to the CMP until commencement of the maintenance period as defined in the Subdivision Agreement; and
 - p) A contingency plan that addresses any additional impacts to private residential or municipal property not foreseen in the CMP including notification, compensation, and conflict resolution provisions as may be appropriate.

In addition, the CMP should be designed to the extent practical:

- a) Minimize any disruptions of services to residents (e.g., electricity, gas, water and telecommunications);
- b) Minimize disruptions of access to resident properties; and
- c) Minimize road closures.

If, in the opinion of Town Administration, the Owner fails to implement the CMP and/or fails to update the CMP to address concerns raised by the Town, the Town reserves the right to draw upon the securities held as part of the subdivision or any agreement to implement the provisions of the CMP and/or rectify the concerns for lands owned and not owned by the Town. Any amounts drawn from project securities for such implementation shall be replaced within 30 days. The Town shall be provided full cost recovery plus appropriate administration fees and disbursements for all reasonable efforts as a result of the Owners alleged failure to perform.

27.	<p>Timing of Completion of Works</p> <p>That the Owner agrees that time is of the essence in the completion of site works as set out in the construction schedule and that, failing completion of on or off site works in a timely manner as determined by Town Administration, securities may be drawn by Town Administration to complete or secure those works including but not limited to providing contractor payment from the project securities and that any amounts drawn from project securities for such implementation are to be replaced within 30 days.</p>
28.	<p>Topsoil</p> <p>That the Engineer shall submit a plan calculating the total amount of topsoil required for site restoration including all road allowance, open space, storm water management blocks and lots plus 10% and shall identify stockpile location within the site complete with appropriate erosion and sediment control to the satisfaction of Town Administration. It is the Town's expectation that all surplus debris and topsoil shall be removed from the site prior to the commencement of home construction.</p>
29.	<p>Construction of Grading Drainage and Servicing</p> <p>That the Owner agrees to have designed and constructed all grading, drainage and servicing under the Town's jurisdiction, to the satisfaction of Town Administration.</p>
30.	<p>Construction of Rough Grading</p> <p>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.</p>
31.	<p>Daylight Triangles</p> <p>That the Owner agrees to provide daylighting triangles at all intersections and inside bends of all streets to the satisfaction of Town Administration.</p>
32.	<p>Geodetic Benchmarks</p> <p>That the Owner agrees to provide two second order, second level Geodetic Benchmarks in suitable locations to the satisfaction of Town Administration. At the Town's discretion, the Owner may provide the Town with cash in lieu of providing one or both of the benchmarks.</p>
33.	<p>Phasing Plan</p> <p>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.</p>
34.	<p>Phasing of Construction</p> <p>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.</p>
35.	<p>Detailed Engineering Submission for Each Phase</p> <p>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.</p>
36.	<p>Grading Plans</p> <p>That the Owner agrees that grading plans be prepared and submitted, as part of the detailed engineering submission, to the satisfaction of Town Administration.</p>
37.	<p>On Street Parking and Driveway Locations</p> <p>That the Owner agrees to have prepared by a qualified Consulting Engineer and submitted to Town Administration for approval a plan</p>

	indicating on-street parking and driveway locations.
38.	<p>Requirement to Complete Reports Studies etc. That the Owner agrees that where a condition of approval requires the preparation of a report, study, or plan, the Owner shall:</p> <ul style="list-style-type: none"> a) Carry out, or cause to be carried out, the study, report or plan, at the Owner's expense, prior to the registration of the Plan, except in those circumstances that may be specifically authorized by the approving agency(s); and b) Carry out, or cause to be carried out, the recommendation(s) or work(s) prescribed in the approved study, report, or plan, prior to the registration of the plan, except in those circumstances that may be specifically authorized by the approving agency(s).
39.	<p>Peer Reviews for Studies Post Draft Plan Approval The Town reserves the right to have any of the detailed reports and drawings peer reviewed by an appropriate third-party professional at the Owner's expense, subsequent to draft approval. This may include, but not be limited to: 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.</p>
40.	<p>Outstanding Reports and Implementation That the Owner agrees to have prepared or updated by a qualified Consulting Engineer(s) (or other Professional as outlined below) and submitted to Town Administration for approval, the following reports, based on Terms of Reference as approved by Town Administration. In addition, Terms of Reference for reports (a) and (b) regarding stormwater management and (c) shall be approved by Credit Valley Conservation (CVC). The reports must be approved prior to the approval of the Engineering Submission. Recommendations from the reports 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 D12SUB20.001.</p> <ul style="list-style-type: none"> a) Functional Servicing Report which needs to identify and support the road layout, under & above ground servicing, general grading, open space location and lot configuration and size, etc. The Functional Servicing Report specifically for D12SUB20.001 shall be approved prior to the approval and registration for D12SUB20.001. The stormwater management component of the Functional Servicing Report shall be to the satisfaction of Town Administration and Credit Valley Conservation. The water and wastewater component of the Functional Servicing Report shall be to the satisfaction of the Commissioner of Public Works, Halton Region. b) Stormwater Management Implementation Report(s), including an operation and maintenance manual, shall indicate how stormwater is to be accommodated on the subject property and directed to an adequate outfall. The Terms of Reference for the report must be approved by Town Administration prior to the report being prepared. The report must be submitted and approved prior to finalization of the engineering drawings. Recommendations from this report must be implemented in the detailed design process to the satisfaction of Town Administration. The reports shall confirm the adequacy and design of the new pond and the unimpeded collection and transmission of flows from upstream farmlands. c) Siltation Report, Sedimentation and Erosion Control Report to provide

<p>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>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, compensation, restoration and enhancement, through appropriate plantings or other measures including edge management, to the satisfaction of Town Administration. Recommendations from this report shall be implemented in the design and construction phases of the development. The Terms of Reference for this report must be approved by the Town prior to the report being prepared. The report must be submitted and approved prior to finalization of the Engineering Drawings. The report shall be approved prior to any on-site works being undertaken.</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 all modes of travel in accordance with the Town's Traffic Impact Guidelines. The Study will address potential impact on the existing road network, traffic signage, the design of Active Transportation infrastructure and traffic calming measures. The Town's approved Traffic Calming Implementation Protocol as amended should be applied. Town Administration may request that the data used for the basis of this report be updated to reflect current statistics just prior to the approval of this document.</p> <p>h) Edge Management Plan: The Owner agrees to have prepared by a qualified ecologist or arborist and submitted to the Town for approval, prior to any on-site works being undertaken, in coordination with the Tree Preservation and Inventory Report and Edge Management Plan, which shall address the development limit of the subject area and mitigative works. The Edge Management Plan shall also address hazard trees within the subdivision lands, and adjacent lands. As part of the Edge Management Plan the location and detailing of fencing within or at the limits of Blocks to be conveyed to the Town will be identified to the satisfaction of the Commissioner of Recreation & Parks.</p> <p>i) Urban Design Guidelines: That the Owner agrees to provide updated Urban Design Guidelines prepared by a qualified Architect/Landscape Architect prior to registration and to the satisfaction of Town Administration. These guidelines shall provide updated visual perspective through the site including but not limited to grading and the visual impacts of the Stormwater management facility etc.</p> <p>j) Architectural Control Guidelines: That the Owner agrees, prior to the offering of models for sale, to provide Architectural Control Guidelines prepared by a qualified Architect and Landscape Architect (as required) for peer review at the applicant's expense and approval to the Town's satisfaction.</p>
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	<p>k) Environmental Implementation Report. The terms of reference for this report shall be as per the Glen Williams Secondary Plan. The Report will describe, in detail, the limits of development, and environmental/ecological constraints present on the site, including any recommended mitigation, resulting from the proposed development. It shall also address the means whereby stormwater will be conducted from the site to a receiving body, and the means whereby erosion, sedimentation, and their effects will be contained and minimized on the site both during and after the construction period. The Owner agrees that all facilities for stormwater management purposes, including infiltration facilities, if any, shall be operational to the satisfaction of the CVC, and the Town Engineer, prior to the issuance of final approval.</p>
41.	<p>Urban Design and Architectural Design Guidelines That the Owner agrees, prior to offering models on lots for sale, the Control Architect signs off on compliance with both the Urban Design Study (November 2022) and Architectural Design Guidelines (November 2022) prepared by Structured Creations or any subsequent update to those documents, in accordance with the implementation provisions therein to the satisfaction of Town Administration.</p>
42.	<p>Implementation of Urban Design and Architectural Control Guidelines & Performance of Control Architect(s) The Owner agrees to incorporate and implement the content of the Urban Design Study (November 2022) and Architectural Design Guidelines (November 2022) prepared by Structured Creations as reflected in the details of the approved Drawings, including but not limited to, community design criteria, Streetscape and Landscape Design Criteria, including landscape elements, and location, gateway entry design, stormwater management pond location and design etc., architectural design criteria including siting and built form, architectural elements, priority lot dwellings and other design issues unique to the proposed development and necessary mechanisms for their implementation, to the satisfaction of Town Administration.</p> <p>The Owner shall hire a Control Architect and a Control Landscape Architect, at the Owner's expense, to review and approve all design elements to ensure compliance with the architectural, streetscape and landscape design guidelines in accordance with the Implementation Process set out in the approved guidelines. In consultation with the Owner, the Town reserves the right to replace the Control Architect and/or Control Landscape Architect if the result of the design approval is inconsistent with the guidelines' recommendations and principles.</p> <p>The selection of the Control Architect and the Control Landscape Architect shall be subject to the approval of the Town's Commissioner of Planning & Development. The Owner or builder shall submit plans, elevations, details, landscape drawings and any other required documents to the control architect and the Control Landscape Architect in sufficient detail to assess compliance.</p> <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"> a) Certification by the Control Architect, to the satisfaction of Town Administration, that the Architectural Design Review, as set out in the approved Architectural Control Guidelines has been complied with. b) Certification by the Control Landscape Architect to the satisfaction of the Commissioner of Community & Corporate Services, that the Streetscape and Landscape Design, as set out in the approved Urban Design Guidelines has been complied with.

	<p>Prior to the Town executing this Agreement, the Owner shall deposit a performance guarantee with the Town in the amount of \$20,000 to secure the control architect requirements of this condition.</p>
43.	<p>Urban Design Guidelines and Subdivision Agreement That prior to registration the Owner agrees that the content of the Urban Design Guidelines will be incorporated into the design and shown on drawings to the satisfaction of the Town's Administration, to address streetscape (streetlighting, median treatments, signage, fencing, planting, hard surface treatments, community mail boxes, community features, street furniture), recreational trail linkages, setbacks and other design issues unique to the proposed development and necessary mechanisms for their implementation.</p>
44.	<p>Conservation Authority Permits and Pre-servicing That the Owner agrees that prior to entering into a Pre-servicing Agreement with the Town, all necessary permit(s) from the related Conservation Authority for the SWM facility and/or storm water drainage outfall, if any, are in place and in good standing. It shall be the Owner's responsibility to maintain all of the Conservation Authority permit(s) in good order for the term of both the Pre-servicing Agreement and this Subdivision Agreement.</p>
45.	<p>Notices and Warning Clauses: Sales Office Plan That the Owner agrees that, prior to offering units for sale a Sales Office Plan be prepared to the satisfaction of Town Administration and that the same Plan and information be prepared for use in all promotional advertising material to the satisfaction of Town Administration.</p> <p>That the Owner agrees to post the Sales Office Plan in a readily available and publicly visible location on the wall of the sales office.</p> <p>That the Owner agrees that the Sales Office Plan also be included in all promotional advertising material including any additional details as set out in these conditions</p> <p>That the Owner agrees that prior to registration, the Owner shall provide photographic evidence that the Sales Office Plan was posted in a visible location, readily available to the public within the sales office to the satisfaction of the Town and that the Owner agrees that they may be subject to unscheduled site visits to confirm same.</p> <p>That the Owner agrees to provide evidence that the Sales Office Plan has been included in promotional advertising material (i.e., brochures, websites, etc.) to the satisfaction of the Town.</p> <p>That the Owner agrees that the Sales Office Plan shall be approved to the satisfaction of Town Administration and indicate the following:</p> <ul style="list-style-type: none"> • Those lots that have warning clauses and the general details of those clauses • The location of parks, open space including open space to be dedicated gratuitously prior to registration, hamlet buffer, sidewalks, walkways, community facilities, stormwater management facilities, maintenance block, trails, hydrants, street lights, utility boxes and bicycle paths • The types of Open Space • The type, height and location of fencing attenuation features

- The location of all Canada Post Mailboxes as approved by Canada Post and the Town
- All lots or blocks in a colour coded form that identify the location of all land use types including details of any site specific zoning provisions
- The identification and location of surrounding land uses
- The location of all existing trees that have been retained
- The location of all street trees
- The location of all infiltration measures on private lots
- The grading plans
- The location of all retaining walls on private lots including a note that indicates "Retaining walls on private lots are the responsibility of the private lot owner."

Until the subdivision 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.;
- vi. All lots are serviced with Regional Water and Sewer.
- vii. Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet typical Town lot grading standards in certain areas, to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions.
- viii. Purchasers and/or tenants are advised that the development potential for lots may be limited due constraints on the available developable area as shown on the Sales Office Plan and it is recommended that potential purchasers obtain zoning information, including specific lot requirements, prior to purchasing the lot.
- ix. Purchasers and/or tenants are advised that urban design and architectural design control measures apply to the development at the cost of the developer and require approval to the satisfaction of Town

	<p>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 subdivision plan shall be included in the Subdivision Agreement.</p>
46.	<p>Notices and Warning Clauses – Purchase Agreement - Submit Notices and Warning Clauses Acknowledgement package to the Town for Review prior to Home Sales</p> <p>That prior to offering lots and/or models for sale the Owner shall provide a Notices and Warnings Package that assembles all relevant notices and warning clauses in one location which is to be signed and acknowledged by each prospective purchaser to the Town for review and approval to the satisfaction of Town Administration.</p>
47.	<p>Notices and Warning Clauses – Signed Agreement by Homeowner Acknowledging Notices and Warning Clauses</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 and provide to the Town copies of same within 30 days of signing each agreement to the satisfaction of Town Administration.</p>
48.	<p>Notices and Warning Clauses - Purchase Agreement - Notice to Homeowners in Draft Plan Area of Duration of Construction</p> <p>That the Owner agrees to provide written notice to homeowners located in the draft plan of subdivision prior to the completion of home sales, advising of the time frame in which construction activities may occur, and potential for the residents to be inconvenienced by the construction activities such as noise, dust, dirt, debris and construction traffic, to the satisfaction of Town Administration.</p>
49.	<p>Notices and Warning Clauses - Purchase Agreement – Purchase Agreement Plan That the Owner agrees to provide a Purchase Agreement Plan within all offers of purchase and sale that includes the contents of the Office Sales Plan referenced in the relevant condition above in a clear and legible format to the satisfaction of Town Administration.</p>
50.	<p>Notices and Warnings – Purchase Agreement - Restricted Access to Municipal Lands</p> <p>The Owner agrees to include in offers of purchase and sale of the identified lots, a statement and plan, that advises prospective purchasers of the following:</p> <ul style="list-style-type: none"> a) Lots Abutting Hamlet Buffer (Block 37)/Walkway Block (Block 38)/Stormwater Management Block (Block 34)/NHS Buffer (Block 36)/Natural Heritage System (Block 35): <ul style="list-style-type: none"> i. No private gates are permitted in fencing abutting Town owned blocks. ii. A Recreational Trail will be provided within the Stormwater Management Block, the NHS Buffer Block, and the Natural Heritage System Block (in addition also refer to note b. ii.); iii. Town policies prohibit the encroachment or dumping of materials on Town owned land. b) All Lots: <ul style="list-style-type: none"> i. A Recreational Trail will be constructed in Block 34 (Stormwater Management Block), Block 36 (NHS Buffer Block), and Block 36 (Natural Heritage System Block). 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

	<p>separation.</p> <p>iii. The types of and location of fencing adjacent to Municipally owned land shall be installed by the Owner in accordance with Town Policy.</p>
51.	<p>Notices and Warnings - Purchase Agreement – Various Provisions Including Architectural Control Guidelines</p> <p>The Owner shall include the following clauses in all agreements of purchase and sale, or lease for all lots/block in the Plan:</p> <ul style="list-style-type: none"> a) Purchasers are advised to consult their lawyer concerning any aspect of an Agreement of Purchase and Sale before signing it. b) Purchasers are advised that this Plan may not accurately reflect final locations of street trees, fences, driveways, streetlights, sidewalks, infrastructure and utilities located within road right-of-ways as well as private lots. Purchasers shall confirm the location of such on the approved drawings with the Town. c) All lots are serviced with Regional Water and Sewer. d) Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet typical Town lot grading standards in certain areas, to facilitate preservation of existing vegetation and to maintain existing adjacent topographical conditions. It is recommended that potential purchasers obtain proposed grading information, including grading for the specific lot, prior to purchasing the lot. e) Purchasers and/or tenants are advised that the development potential for lots may be limited due to constraints on the available developable area as shown on the Sales Office Plan and it is recommended that potential purchasers obtain zoning information, including specific lot requirements, prior to purchasing the lot. f) Purchasers and/or tenants are advised that urban design architectural design control measures apply to the development at the cost of the developer and require approval to the satisfaction of Town Administration prior to offering lots and/or models for sale and, in addition, it is recommended that potential purchasers obtain a copy of the approved design guidelines, prior to purchasing a lot. <p>A clause requiring the foregoing obligations after registration of the Plan shall be included in the Subdivision Agreement.</p>
52.	<p>Notices and Warnings - Purchase Agreement – Retaining Walls</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 the Town for any works related to the retaining walls.</p>
53.	<p>Notices and Warning Clauses – Grading Plans</p> <p>That the Owner agrees to provide photographic evidence of the posted approved lot grading plans, when available, at any location where lots in a particular plan of subdivision are offered for sale, and to provide all purchasers with a copy of the individual lot grading and plot plans developed for each lot once approved by the developer's professionals and Town Administration, as it is available, and in any event, prior to the issuance of Building Permits. Each homeowner shall be provided a copy of the final approved lot grading plans for their lot, prior to assumption.</p>

54.	<p>Notices and Warning Clauses – Posting and Availability of Copies of Draft Plan That the Owner agrees to make copies of the approved draft plan and conditions available to all purchasers and provide photographic evidence of the visibly posted approved draft plan for the public's viewing where units are offered for sale.</p>
55.	<p>Notices and Warnings – Information Sign That the Owner agrees that, prior to execution of the subdivision agreement, to provide photographic evidence that an information sign(s) was erected in conformity with the Town Sign By-law 2003-0065. This sign(s) shall be designed and located to the satisfaction of Town Administration. It is further agreed that the Owner is not required to obtain a permit under the Town Sign By-law if the provisions of this condition are followed. The Owner shall only erect the sign(s) after the contents and location(s) have been approved by Town Administration. Further, the Owner agrees to maintain the sign(s) and only remove the sign(s) upon sale of the last residential lot in the plan or such earlier time as may be approved by Town Administration. The information sign shall accurately depict a colour rendered plan of subdivision which clearly details the following information:</p> <ul style="list-style-type: none"> a) Approved zoning categories of the lands, including reference to the amending By-law number; b) Adjacent Open Space blocks; c) Lands intended for dedication gratuitously to the Town; d) Residential lotting pattern; e) Adjacent recreational trails; f) Canada Post facilities; g) Reserve blocks; h) Street names and collector road designation. i) Labels indicating all environmental features and associated buffers and stormwater management facilities.
56.	<p>Cash In Lieu That the Owner agrees to provide cash-in-lieu of parkland at a rate of five per cent of the total developable area pursuant to the requirements of the Planning Act, in accordance with the terms of the Minutes of Settlement between the Town and the Owner dated November 30, 2023.</p>
57.	<p>Open Space That the Owner agrees to satisfy the Town with respect to:</p> <ul style="list-style-type: none"> a) conveying, free and clear, Open Space, Natural Heritage System, and Buffer Blocks to the Town for trail, walkway and hamlet buffer purposes; b) cleaning up and improving the lands in Open Space Blocks by removing any debris to the satisfaction of Town Administration.
58.	<p>Compensation Plantings That the Owner agrees to provide a compensation strategy to the satisfaction of Town Administration in coordination with the Environmental Implementation Report, Tree Preservation Report and Edge Management Plans at a location agreed to by the Town. General landscape plantings for streetscape, storm water management pond, and Hamlet Buffer plantings will not be considered compensation.</p>
59.	<p>Invasive Species Management Program That the Owner agrees to design and implement an Invasive Species Management program if required as part of the Edge Management Plans, to be conducted for the duration of the subdivision construction period, until final acceptance by the Town.</p>
60.	<p>Fencing That the Owner agrees to prepare and implement a fencing plan to the satisfaction of Town Administration. The plan shall demonstrate all fence details and locations. General Requirements include, but are not limited to:</p>

	<ul style="list-style-type: none"> • construct a black vinyl chain link fence at all locations between Town Blocks and Private Lots to the satisfaction of Town Administration. • construct wooden board on board fence per the Town's standards where residential lots abut other existing residential lots, to the satisfaction of Town Administration. • Construct wooden board on board fence per the Town's standards where residential lots are exposed to the Town's ROW to the satisfaction of Town Administration. • <p>Additional fencing provisions of the Urban Design Guidelines are to be implemented to the satisfaction of Town Administration.</p>
61.	<p>Hamlet Buffer Block Zoning</p> <p>That the Town Restricted Area Zoning By-law shall place all lands within the Hamlet Buffer (Block 37) in a restrictive open space/conservation category which shall contain clauses which will have the effect of:</p> <ul style="list-style-type: none"> • prohibiting the erection of all buildings and structures, including excavations and grading, other than those works necessary for flood and/or erosion purposes.
62.	<p>Walkway Block</p> <p>That the Owner agrees to construct a walkway in Block 38. The final design will be to the satisfaction of Town Administration.</p>
63.	<p>Hamlet Buffer Planting</p> <p>That the Owner agrees to provide plantings within the Hamlet Buffer (Block 37) to a planting density and standard to the satisfaction of the Commissioner of Recreation & Parks.</p>
64.	<p>Landscape Planting</p> <p>That the Owner submits a landscape plan for any proposed lots that are adjacent to existing residential properties that includes planting consisting of trees to provide screening to the existing residences that back onto the site to the satisfaction of the Commissioner of Recreation & Parks. Existing perimeter planting (i.e., hedgerows) for the other lots shall be protected and maintained by the Owner. Should any existing plantings within the hedgerows be damaged or removed because of grading or construction activities, compensation plantings shall be provided to the satisfaction of the Commissioner of Recreation & Parks.</p>
65.	<p>Town of Halton Hills "Green Checklist" Conditions</p> <p>That the Owner agrees to provide a complete submission in accordance with Town Green Development Standards v3 to the satisfaction of Town Administration and that the Developer/Owner shall agree in the Subdivision Agreement to implement all items the Developer/Owner has selected from the Town's Green Development Standards Checklist, signed and submitted by the Developer/Owner to the Town.</p>
66.	<p>Confederation Street Sidewalk</p> <p>The Owner agrees to provide a \$200,000.00 cash contribution that will be used towards the future construction of a pedestrian walkway on Confederation Street in accordance with the Minutes of Settlement dated November 30, 2023.</p>
67.	<p>Internal Sidewalk</p> <p>That the Owner submits a sidewalk plan that includes a sidewalk along the south side of Street A from Confederation Street to Block 34 to the satisfaction of Town Administration.</p>
68.	<p>Minimum Basement Elevations</p> <p>That Owner agrees that the minimum basement elevations shall be shown on the grading plans demonstrating that the dwellings will be located a minimum of 0.6 metres above the high-water table, subject to meeting Region servicing and hydrogeologic requirements, and subject to satisfying the Town's Chief Building Official.</p>
69.	<p>That the Owner agrees to pay an administration fee based on the following rate(s) as</p>

	<p>part of the execution of the full servicing agreement with the Town. Partial payment will be required as part of the execution of any pre-servicing agreement, with the remainder due upon execution of the full servicing agreement.</p> <p>The administration fee will be based on a construction cost estimate provided by the Consulting Engineer and approved by the Town. The fee will be based on:</p> <ul style="list-style-type: none"> • 6.5% of the first \$500,000.00 of the estimated construction value, plus • 5.5% of the next \$500,000.01 to \$1,500,000.00 of the estimated construction value, plus • 4.5% of any estimated construction value in addition to \$1,500,000.01.
70.	<p>Open Space Information Guide That the Owner agrees that, prior to registration and as part of the Edge Management Plan, an Open Space Information Guide or Welcome Letter will be prepared for review and approval by the Town and distribution by the Owner to new homeowners.</p>
71.	<p>Future Trail That the Owner agrees to review the feasibility to construct a future trail through existing natural areas and Town owned lands to connect to Meagan Street as part of the Environmental Reporting and Studies for this application.</p>
72.	<p>Trail Construction That the Owner agrees to design and construct a trail linkage from Walkway Block 38 to connect to the existing trail which will be improved by the Owner to the satisfaction of the Town.</p>
73.	<p>Additional Trail Financial Contribution That the Owner agrees to provide a \$40,000 cash contribution for construction of a trail from the existing trail connecting to the Stormwater Management Block 34, in accordance with the Minutes of Settlement between the Town and the Owner dated November 30, 2023. The Owner further agrees that any mitigation plantings through the area proposed for the future trail will provide a clear space for the future trail construction and maintenance access for any buffer plantings.</p>
74.	<p>Stormwater Facility Trail and Recreational Infrastructure That the Owner agrees to provide pedestrian trail access through the Stormwater Management Facility (Block 34), including appropriate infrastructure for a trail access block which will allow passive recreational use of the Stormwater management block, including but not limited to a trellis & benches, to the satisfaction of the Town. The owner shall provide a facility fit plan to show that grading, buffers for adjacent properties, maintenance access and trail connections can be accommodated in the current block size, or the size of the block shall be adjusted accordingly to accommodate all required features.</p>
75.	<p>Environmental Implementation Report Recommendations and Supplemental Plantings That the Owner agrees to provide all supplemental landscape plantings and implement all mitigation measures as per the Environmental Implementation Report, to the satisfaction of the Town Administration, and to stabilize any disturbed areas within the setback from the long-term stable top of slope setback to the satisfaction of the Town.</p>
	<p>CREDIT VALLEY CONSERVATION</p>
76.	<p>Prior to the registration of this plan, or any phase thereof, and prior to the commencement of any site servicing and associated grading works, that the following information be prepared to the satisfaction of the Town of Halton Hills and Credit Valley Conservation Authority (CVC):</p> <ul style="list-style-type: none"> a. a stormwater Management (SWM) Implementation Report consistent with the recommendations of the approved Environmental implementation Report (prepared by Jennifer Lawrence and Associates Inc. et al.) and Functional Servicing Report (FSR) (prepared by Urbantech).

	<ul style="list-style-type: none"> b. Detailed engineering and grading plans prepared by a professional engineer for the respective phase and/or overall draft plan of subdivision in accordance with the approved FSR, Hydrogeology Reports and SWM Implementation Report. c. Plans/reports demonstrating the overall water balance will be met including the details of LID mitigation measures and water balance staging, as appropriate. d. Appropriate sediment and erosion control measures be implemented as approved by the Town and CVC. e. A dewatering plan based on direction from a qualified engineer. f. Plans/reports demonstrating the details in accordance with the recommendations and proposed mitigation measures of the approved Environmental Implementation Report (prepared by Jennifer Lawrence and Associates Inc. et al.): <ul style="list-style-type: none"> i. Plans/reports demonstrating the details of a Wetland and Buffer Restoration planting plan adjacent to the Stormwater Management outlet and any areas needing rehabilitation including the area no longer needed for the temporary pond to function as woodland and wetland buffer. ii. Plans/reports demonstrating the details of the Restoration and Planting plan adjacent to the valley. iii. Fulfilling all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06 for any proposed modifications and enhancements in the drainage feature and wetland creation. g. The Owner is to obtain all necessary permits for development within the CVC Regulated Area in accordance with Ontario Regulation 160/06.
77.	That the implementing Zoning by-law shall contain provisions which will place all lands within Blocks 35 and 36 in an appropriate designation such that the natural heritage system is protected in perpetuity.
78.	That the portions of the Natural Heritage System on the property (Blocks 35 and 36) be gratuitously dedicated to the Town of Halton Hills, as appropriate.
79.	<p>Prior to the registration of any phase of the plan, the following information will be prepared to the satisfaction of the Town and CVC:</p> <ul style="list-style-type: none"> a. Plans/reports demonstrating the details of the proposed trails within or adjacent to the NHS located in Blocks 35 and 36, including fulfilling all of the requirements for the issuance of a permit pursuant to Ontario Regulation 160/06. It is noted that pursuant to Condition 73 that the Town of Halton Hills will be responsible for the future trail connecting Block 34 with the existing trail. The Owner shall be responsible for the trail from Block 38 to the existing trail.
80.	That the Servicing Agreement between the Owner and the Municipality contain

	<p>provisions, wherein the Owner agrees to:</p> <ul style="list-style-type: none"> a. Carry out the works noted in the CVC Conditions above. b. That a Warning Clause be included in the Agreements of Purchase and Sale advising that the future landowners of Lots abutting the NHS (Blocks 35 and 36) and Storm Water Management Pond (Block 34) that the adjacent public land will remain as a low maintenance environment. c. That a Warning Clause be included in the Agreements of Purchase and Sale advising that the future owners of the lots containing infiltration galleries advising that these galleries are to be maintained. <p>That a Homeowner's Factsheet describing the maintenance of the infiltration galleries is prepared and provided as an educational tool, to be completed and included as part of the Purchase of Sale Agreement prior to closing.</p>
	HALTON CATHOLIC DISTRICT SCHOOL BOARD
81.	<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> <ul style="list-style-type: none"> 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 buses will not enter cul-de-sacs. <p>In cases where offers of purchase and sale have already been executed, the Owner is to send a letter to all purchasers which include the above statements.</p>
82.	<p>That the Owner agrees in the Subdivision Agreement to the satisfaction of the HCDSB, to erect and maintain signs at all major entrances into the new development advising prospective purchasers that if a permanent school is not available alternative accommodation and/or busing will be provided. The Owner will make these signs to the specifications of the HCDSB and erect them prior to the issuance of building permits.</p>
83.	<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>
84.	<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>
85.	<p>The Owner shall provide HCDSB a geo-referenced AutoCAD file of the Draft M-plan once all Lot and Block numbering has been finalized. Should any changes occur after the initial submission to Lot and Block configuration or numbering on the draft M-plan the Owner shall provide a new AutoCAD file and a memo outlining the changes.</p>
	HALTON DISTRICT SCHOOL BOARD

86.	<p>The Owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the Town's Subdivision Agreement, to be registered on title:</p> <p>a) Prospective purchasers are advised that schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.</p> <p>b) Prospective purchasers are advised that school buses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick-up points will not be located within the subdivision until major construction activity has been completed.</p> <p>In cases where offers of purchase and sale have already been executed, the Owner is to send a letter to all purchasers which include the above statements.</p>
87.	<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 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.</p>
88.	<p>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.</p>
89.	<p>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.</p>
90.	<p>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.</p>
	<p>UTILITIES</p>
91.	<p>That the Owner agrees to provide to Town Administration, prior to entering into an agreement with the Town, confirmation from;</p> <p>a) Halton Hills Hydro;</p> <p>b) a Telecommunications company(ies), and;</p> <p>c) a Natural Gas company,</p> <p>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.</p>
	<p>HALTON HILLS HYDRO</p>
92.	<p>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.</p>
93.	<p>The Owner agrees that any costs due to changes required of Halton Hills Hydro's distribution system (i.e., moving poles to accommodate lane ways, driveways and parking lots, etc.) will be borne by the Owner.</p>
94.	<p>The Applicant is required to complete the necessary requirements to obtain a Registered Subdivision Agreement with Halton Hills Hydro.</p>

CANADA POST	
95.	The Owner/Developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
96.	The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility, including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
97.	The Owner/Developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
98.	The Owner/Developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
99.	The Owner/Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
100.	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.
101.	The Owner/Developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations, and further, advise any affected homeowners of any established easements granted to Canada Post.
102.	The Owner/Developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.
HALTON REGION	
103.	The Owner shall provide digital copies of the registered plan of subdivision to the Region of Halton, prior to registration of the plan. The Owner shall also provide Halton Region's Development Project Manager prior to registration and prior to commencement of any works, digital drawings in accordance with the Region of Halton's Digital Drawing Specifications for Development and as well upon submission of the "as constructed drawings".
104.	The Owner agrees to deposit mylars and/or digital copies of the registered plan of subdivision to the satisfaction of the Town, and that prior to the registration of the plan, the Owner's surveyor shall submit to the Region of Halton, horizontal co-ordinates of all boundary monuments for the approved draft plan of subdivision. These co-ordinates must be to real 6° UTM co-ordinates, NAD 83 datum.
105.	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.
106.	As set out in the requirements of Halton Region's Protocol for Reviewing Development Applications with Respect to Contaminated or Potentially Contaminated Sites, the Owner shall submit an updated Phase I Environmental Site Assessment (ESA), done to O.Reg. 153/04 standards to the satisfaction of the Regional Municipality of Halton prior to any site alteration, servicing, or grading of the site. If

	<p>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.</p> <p>The author of the environmental report(s) submitted must extend third party reliance to the Region of Halton.</p>
107.	The Owner shall contact the Ministry of Environment, Conservation and Parks (MECP) to determine if there are requirements under the <i>Endangered Species Act (ESA)</i> and shall provide communications from MECP to the Region of Halton that confirm that the proposed works have been authorized by MECP under that legislation.
108.	The Owner agrees to provide gateless fencing along the property line of all lots that are adjacent to the Regional Natural Heritage System and that this fencing be included on final drawings.
109.	Should new or upgraded trails be proposed within the Regional Natural Heritage System, a memo be provided to the Region of Halton that demonstrates how the proposed trail works will not result in any negative impacts to the Regional Natural Heritage System or its ecological functions.
110.	That the Owner provide to the Region of Halton copies of the Grading Plan, Detailed Stormwater Management Plan and Landscaping and Planting Plan that outline the mitigation measures and enhancement plantings discussed in the Environmental Implementation Report.
111.	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.
112.	If Halton Regional services are installed prior to subdivision registration, the Owner agrees to either provide Halton Region "as constructed" drawings of those services, certified by a professional engineer, before registration takes place or post security equal to or greater than 50% of the cost of all Regional works.
113.	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.
114.	That a detailed engineering submission be prepared in accordance with all related design standards and By-laws of Halton Region, accompanied by the Engineering and Inspection fee and submitted to Halton Region for review, approval and sign off to the satisfaction of Halton Region, prior to the preparation of the Regional Subdivision Agreement.
115.	The Owner agrees to contact existing residents fronting the proposed external sanitary sewer regarding potential interest in connecting to the sanitary sewer. Should satisfactory financial arrangements be made with the individual residents, the Owner agrees to provide these residents with a sanitary sewer connection. Furthermore, all correspondence with the residents will be provided to Halton Region for review with such initial review to occur prior to contact with the residents.
116.	That the Owner agrees to implement the recommendations of the approved Hydrogeological Assessment as part of the engineering design.
117.	The Owner acknowledges that upon draft approval, Halton Regional services within the plan of subdivision may be installed, provided the engineering drawings have been approved by the Region and Town of Halton Hills, the Regional Subdivision Agreement has been executed, insurance obtained, appropriate financial security has been posted, a pre-construction meeting has been conducted, 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.
118.	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 Owner is required to receive thirty-one (31) SDEs of servicing allocation from the Town of Halton Hills based on the current unit count. Should the number of units be revised, the required allocation will need to be confirmed with Halton Region.
119.	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.
120.	The Owner shall have the Hydrogeological Investigation revised to address the hydrogeological comments outlined in the Regional comment letter to the Town of Halton Hills dated April 19, 2023 and agrees to implement the recommendations of the revised study, to the satisfaction of Halton Region or the Region's delegates.
121.	Should changes be made to the subdivision engineering/design from what was provided in the third submission and as reviewed in the Regional comment letter to the Town of Halton Hills dated April 19, 2023, any additional potential impacts to wells would need to be assessed and updated hydrogeological information provided to the Region of Halton for review to the satisfaction of Halton Region or the Region delegates.
122.	<p>The Owner shall submit a Well Survey and Monitoring Report to Halton Region's Development Project Manager and the Halton Region Health Department for review prior to any site alteration, all of which shall be to the satisfaction of Halton Region or the Region delegates. The Owner shall:</p> <ol style="list-style-type: none"> 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); 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; 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 agree to resolve all claims of well interruption due to the construction of municipal services to the satisfaction of Halton Region's Development Project Manager. <p>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>
123.	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.
	CLEARANCES
124.	That prior to Final Plan Approval, Credit Valley Conservation advises the Town of Halton Hills that conditions 76 to 80 have been satisfied.
125.	That prior to Final Plan Approval, the Halton Catholic District School Board advises the Town of Halton Hills that conditions 81 to 85 have been satisfied.
126.	That prior to Final Plan Approval, the Halton District School Board advises the Town of Halton Hills that conditions 86 to 90 have been satisfied.
127.	That prior to Final Plan Approval, the Utilities advise the Town of Halton Hills that condition 91 has been satisfied.
128.	That prior to Final Plan Approval, Halton Hills Hydro advises the Town of Halton Hills that conditions 92 to 94 have been satisfied.
129.	That prior to Final Plan Approval, the Canada Post advises the Town of Halton Hills that conditions 95 to 102 have been satisfied.
130.	That prior to Final Plan Approval, Halton Region advises the Town of Halton Hills that conditions 103 to 123 have been satisfied.
	TIMEFRAME
131.	That the Owner agrees that draft approval shall lapse three (3) years from the date of issuance of draft approval. Any extension of approval is contingent upon a review and possible revision to the Conditions of Draft Approval to ensure that they remain current and reflect best practices.
	NOTES
1.	Education Development Charges are payable in accordance with the applicable Education Development Charge By-law and are required at the issuance of a building permit. Any building permits that are additional to the maximum unit yield that is specified by the Subdivision Agreement are subject to Education Development Charges prior to the issuance of a building permit, at the rate in effect at the date of issuance.
2.	The Owner/Developer of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox locations.
3.	Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.
4.	There will be no more than one mail delivery point to each unique address assigned by the Municipality.
5.	Any existing postal coding may not apply; the Owner/Developer should contact Canada Post to verify postal codes for the project.
6.	The complete guide to Canada Post's Delivery Standards can be found at: https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual_en.pdf
7.	Fees are required by Halton Region for each extension to draft approval and for major revisions to the draft plan or conditions.
8.	Any hydrogeological reports that require peer reviewing, will be reviewed by Halton Region's peer reviewer at the expense of the Owner.
9.	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.

10.	<p>The Owner will be required to pay all applicable Regional Development Charges (DCs) in accordance with the Region of Halton Development Charges By-law(s), as amended. If a subdivision (or other form of development) agreement is required, a portion of the Regional DCs for residential units may be payable upon execution of the agreement or in accordance with the terms and conditions set out in the agreement. In addition, commencing January 1, 2017 every owner of land located in Halton Region intended for residential development will be subject to the Front-ending Recovery Payment. Residential developments on lands located in Halton Region that prior to January 1, 2017 are part of a Regional allocation program, or have an executed Regional/Local Subdivision or consent agreement, or have an executed site plan agreement with the Local Municipality, or received a notice in writing from the Local Municipality that all requirements under the Planning Act have been met, or obtained a building permit are not subject to the Front-ending Recovery Payment.</p> <p>The above note is for information purposes only. All residential development applicants and every owner of land located in Halton Region assume all of the responsibilities and risks related to the use of the information provided herein. Please visit the Region's website at https://www.halton.ca/The-Region/Finance-and-Transparency/Financing-Growth/Development-Charges-Front-ending-Recovery-Payment to obtain the most current information which is subject to change.</p>
11.	<p>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 Archaeology Program Unit of the Ministry of Citizenship and Multiculturalism should be notified immediately (archaeology@ontario.ca). In the event that human remains are encountered during construction, the owner shall immediately notify the police or coroner, the Registrar, Ontario Ministry of Public and Business Service Delivery, who administers provisions of that Act related to burial sites and the Ministry of Citizenship and Multiculturalism. All soil disturbance must stop to allow the authorities to investigate.</p>