

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE: September 09, 2014

CASE NO(S).: PL101316

Milton Meadows Properties Inc. has appealed to the Ontario Municipal Board under subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from the failure of the Town of Milton to make a decision respecting a proposed plan of subdivision on lands composed of Part Lots 4 and 5, Concession 1, Esquesing in the Town of Milton Approval Authority File No. 24T-07002/M
OMB File No. PL101316

1321387 Ontario Inc. has appealed to the Ontario Municipal Board under subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from the failure of the Town of Milton to make a decision respecting a proposed plan of subdivision on lands composed of Part Lot 3, Concession 1, Esquesing in the Town of Milton
Approval Authority File No. 24T-07003/M
OMB File No. PL101334

1321387 Ontario Inc. has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan for the Town of Milton to redesignate land at Part Lot 3, Concession 1, Esquesing and fulfill requirements for a Tertiary Plan as outlined in Sherwood Survey Secondary Plan to permit the construction of a subdivision commonly known as Century Grove Homes
Approval Authority File No. LOPA-01/07
OMB File No. PL101415

1321387 Ontario Inc. has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 144-2003 of the Town of Milton to rezone lands respecting Part Lot 3, Concession 1, Esquesing from FD and GB to C5*XXX, GB, OS, RMD1*XXX), and RMD2*XXX to permit the construction of a subdivision commonly known as Century Grove Homes
OMB File No. PL101336

Andrin (Milton) Properties Limited has appealed to the Ontario Municipal Board under subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from the failure of the Town of Milton to make a decision respecting a proposed plan of subdivision on lands composed of Part Lot 1, Concession 1, Esquesing in the Town of Milton

Approval Authority File No. 24T-12002/M
OMB File No. PL130129

Andrin (Milton) Properties Limited has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan for the Town of Milton to redesignate land at Part Lot 1, Concession 1, Esquesing and fulfill requirements for a Tertiary Plan as outlined in Sherwood Survey Secondary Plan to permit the construction of a subdivision

Approval Authority File No. LOPA-01/07
OMB File No. PL101335

Heard:

July 28, 2014 in Milton, Ontario

APPEARANCES:

Parties

Milton Meadows Properties Inc.
1321387 Ontario Inc.
Valleygrove Estates Inc.

The Corporation of the Town of Milton

The Regional Municipality of Halton

Stronach Consulting Corp.

Granite Real Estate Investment Trust

Sukhjot Hans

Halton Region Conservation Authority

Magna International Inc.
Magna Structural Systems Inc.

Counsel/Representative*

N. Davis, M. McDermid

A. Skinner

D. Germain

E. Davis

B. Horosko

A. Di Biase*

M. Connell

M. Bowman

**MEMORANDUM OF ORAL DECISION DELIVERED ON JULY 28, 2014 BY
M. C. DENHEZ**

INTRODUCTION

[1] This settlement hearing was the last in a scheduled series, arising from a decision issued on March 9, 2014 by the Ontario Municipal Board ("the Board"). That decision had divided the current proceedings into a series of phases.

[2] They pertained to land-use controls for subdivisions proposed in the "Milton Heights Neighbourhood" ("MHN") of the Town of Milton ("the Town"), in the Region of Halton. As described in earlier decisions in this series, several developers had proposed combined development. Projects under current consideration could eventually house over 4000 people, with even more to come when other properties – within the MHN but separate from current applications – are fully developed.

[3] Near the geographic centre of the MHN is an area called "Century Grove." It will have watercourses on two sides – one being Sixteen Mile Creek ("the creek", including its floodplain), and the other to be a newly re-channelled tributary. Century Grove was the focus of today's proceedings, pertaining to a proposed Official Plan Amendment ("OPA"), Zoning By-law Amendment ("ZBA"), and plan of subdivision. The applicants for same are Milton Meadows Properties Inc., 1321387 Ontario Inc., and Valleygrove Estates Inc., collectively called "the applicants".

[4] In 2005, the Official Plan ("OP") had designated these lands for development, with an arterial road crossing the MHN through the centre, from north to south ("new Tremaine Road"), between two existing roads (Tremaine Road and Peru Road). The applicants later submitted their residential subdivision applications, but controversies ensued, and their applications were not approved. They appealed to the Board in 2010. Prior to today's hearing, and after multiple prehearing conferences and Board mediations, the applicants reached consensus with municipal officials, and

environmental agencies, and industrial neighbors (collectively called "the parties"). This consensus did not extend to some neighbouring residential owners ("participants"), who called for the project to be taken "back to the drawing board."

[5] According to the Concept Plan agreed by the parties, the MHN would be divided into several uses. Roughly one tenth of the MHN has existing residential uses; the applications would bring the total residential proportion of the MHN to almost half. Almost another half would be greenspace – some for ecological reasons (notably the substantial floodplain of the creek and its tributaries), and some for recreational purposes (e.g. a new "community park"). The balance, perhaps about 10%, would be comprised of some non-residential development (mostly toward the northeast side), plus some areas for which plans were underway but not yet finalized. The latter were illustrated in white (planning was ongoing) and in brown (owned by third parties).

[6] The Board has carefully considered all the evidence, and the viewpoints expressed for and against the project, such as the witness statements of experts and participants, including detailed written presentations.

[7] The Board finds the presentations of the opposing participants to have been thoughtful and lucid. However, the Board agrees with the experts that, subject to the agreed conditions, the proposal meets statutory criteria. However, there are other matters on which the Board has chosen not to intervene, but to advise: the Board offers certain observations for the consideration of the parties, in the hope that clarification of some of the nuances may be of future assistance to all involved. The details and reasons are set out below.

THE PARTIES AND THEIR EXPERTS

[8] The applicants' planner, Rosemary Humphries, and the Town's planner on the file, Maria Smith, both addressed the revised conditions for Century Grove (some 60 pages). It was their expert opinion that, subject to those conditions, the proposals now

met all statutory requirements, notably compliance with the Growth Plan for the Greater Golden Horseshoe ("Growth Plan"), the Provincial Policy Statement, and the direction of the Official Plans of the Region of Halton and of the Town of Milton.

[9] The parties (representing the applicants, two municipal governments, one Conservation Authority, other Provincial interests, and a variety of industrial neighbours) all agreed. The industrial neighbours were particularly interested in drawing attention to the Minutes of Settlement ("MOS"), as the latter pertained to compliance with Ministry of the Environment's *Guideline NPC-300*, and easements for that purpose.

THE PARTICIPANTS

[10] There were participants who were less certain about the merits. Some concerns were relatively specific; others were more sweeping. Ms. Roberts, for example, called on the Board to "send the parties back to the drawing board." The following is a sampling of the concerns raised.

Community Park

[11] There was debate over a future "community park." An earlier financial agreement had indicated that it would measure 3.60 hectares ("ha"). Counsel for the applicants called it substantially larger than the statutory parkland requirement, which would translate to 2.60 ha.

[12] Indeed, he said that if one added up all the miscellaneous parkland being dedicated in various locations covered by the proposal, there would be 4.72 ha, not counting the greenspace being protected for ecological reasons (a total of 10.97 ha would be conveyed as greenspace): "We are well overdedicated." No contrary figures were advanced.

[13] In the latest iteration, however, the community park itself was now proposed to be smaller than the original 3.60 ha, namely 3.12 ha. As for the balance of 0.48 ha, the Town chose to accept the equivalent transfer of cash in lieu of land. This remaining amount of 3.12 ha was still larger than the 2.60 ha statutory requirement; but participants objected that it was 1.2 acres less than what was "required." They also said they were misled in previous proceedings.

[14] The applicants' planner replied that the new park dimensions had been necessitated by the dimensions of the abutting municipal road (a collector road) and by the dimensions of the abutting drainage corridor, which in turn were dictated by environmental studies. Counsel for the applicants added that it was the Town which had preferred that specific location.

[15] Even if the Board had jurisdiction to intervene in the Town's option to take some cash in lieu, this would not be an appropriate case to do so. Leaving aside any jurisdictional arguments, the proposed community park abuts a much larger greenspace in the creek valley, protected for environmental reasons. With about half of the MHN slated for greenspace, there is no shortage of green. Though the participants argued that ecological greenspace should not be confused with recreational greenspace, the Board finds nothing intrinsically unreasonable in Council's choice of cash, instead of some of the land here.

[16] A second apprehension was that the community park (north of the creek) might be relatively inaccessible to other parts of the MHN, notably areas south of the creek.

[17] The ease of access to the park is dependent on the future of any crossing of the creek. That aspect was still uncertain. The existing Peru Road was slated to be closed north of the creek, but there was no evidence at the hearing on the future of its existing road bridge across the creek, except that it would eventually be closed to vehicular traffic; there was no information, for example, concerning pedestrians. Similarly, although a nearby "trail" was proposed on the plans, there were no details about what

kind of crossing it might have over the creek, or when such a crossing might be built. The only certainty was that the future of any bridge (whether existing or proposed) would necessarily involve Conservation Halton, which has jurisdiction over the creek.

[18] The Board does not consider it necessary to intervene formally not because the issue is unimportant, but, on the contrary, because it expects that municipal authorities and the applicants will need to resolve this question as a matter of course anyway. It is not in the interest of either the Town or the applicants to plan a "community park" that the community cannot get to. Furthermore, in the normal planning process, municipal authorities would not destroy one means of access, unless and until there were some idea of how to replace it, and when. Though that information was not available at the time of the hearing, the Board would fully expect that it is already a priority.

[19] Another apprehension was that there would be no "eyes on the park." This concern is akin to those well-known principles called "Crime Prevention Through Environmental Design" ("CEPTED"). Here, said participants, there would be no direct views on what occurred in this so-called "isolated" location. Mr. Thompson argued that this created a risk of the park being used for improper activities.

[20] The Board does not share that level of apprehension, for several reasons. First, the Board would assume that, in the normal course, Town professionals would already be fully conversant with CEPTED, and would apply it – during the more detailed planning of the park and its vicinity; that planning has yet to occur (notably lighting). Furthermore, part of the solution to putting "eyes on the park" would be proper access, discussed above. Finally, the possibility of surreptitious activities would be more likely in the creek valley, or other locations more isolated and poorly-lit, than in a park beside a collector road. The Board found no fatal objection.

Heritage

[21] There was also discussion of a "heritage house" at 94 Peru Road. This house was said to have been "listed" as having potential heritage interest to the Town, though it had not been "designated" under the *Ontario Heritage Act* ("OHA").

[22] It was also said to be undergoing "demolition by neglect." Counsel for the applicants replied that it was currently the subject of a forthcoming "Mothballing Plan."

[23] The fate of this property generated considerable discussion – notwithstanding the fact that neither that question nor any other OHA-related questions are before the Board in these appeals. The Board has no comment, other than to reiterate conventional policy, for future reference. In the history of Ontario, untoward events have sometimes occurred to "mothballed" buildings; under normal policy, there is an intent to find new uses for heritage buildings, so that they have an ongoing "function in the life of the community."

[24] There was also discussion of alternatives for this building. One was that the building be moved. That question too is not before the Board. For future reference, relocation of heritage buildings is not a preferred policy option, but a last resort. The Town said that it was "aware" of that policy.

Demolition of Other Existing House

[25] At "Lot 6", there is a substantial existing house. It is not as old as the "heritage house" (it was said to date from the 1980s), but the applicants had obtained a demolition permit. Counsel for the applicants stated, however, that demolition was no longer being pursued. He added, however, that if this house *were* somehow to be demolished, the property would become parkland.

[26] The parties are presumably aware of what the Board noted elsewhere. In a society which urges the reuse of items as small as pop bottles, tin cans and grocery bags, to avoid sending same to landfill, one would expect efforts to reuse items as large as buildings.

Activities under Previous Ownership

[27] Some participants wished to make an issue of events that occurred under a previous owner at Century Grove. The Board ruled that this topic was not part of the current appeals.

Net Gain Credits

[28] A related argument addressed some of the draft plan conditions. It was said that they would allow the applicants to obtain "credits" for landscaping in areas that had been damaged in the past. According to participants, landowners "shouldn't receive credit for restoring land that they ruined in the first place." Counsel for the applicant objected that his own clients had done nothing wrong.

[29] The Board does not consider it necessary to pursue that question. From the standpoint of statutory compliance, the "credit" system to encourage landscaping is secondary to the actual physical result itself (landscaped greenspace), which is amply targeted in the conditions. There was no evidence that this physical outcome would fall short of statutory criteria. The Board finds no ground to intervene.

Final Densities and Population

[30] It was estimated that the overall MHN (all the phases considered in this set of hearings) would have a total of 781 new units. This Century Grove phase itself would have 159 units (down from an original projection of 199), with a population of 397.

[31] At the hearing, however, there was no readily-available estimate of the total population of the combined projects.

[32] That total for the MHN would eventually increase anyway, when other developments came forward, beyond those under current consideration. This was anticipated for areas called "Milton Meadows South" and "Block 85", along with developable lands of other owners (indicated in brown on the overall Concept Plan). There were no available population estimates at full build-out of the latter. This was criticized by the participants.

[33] Of even greater concern, said the participants, was that density projections kept increasing. Century Grove would reach 43 units per ha. The participants complained that, over the course of the previous decade, the density projections for some locations had more than doubled.

[34] That complaint might have been more compelling, if there were evidence of negative impact. However, despite the participants' apprehensions, there was no evidence that residential areas would be overcrowded or underserved, that developed areas would be disproportionate to greenspace, or that the proposed population density would carry other negative consequences. In short, there was no evidence for the Board to intervene.

Environmental Site Assessment

[35] The participants expressed concern about Environmental Site Assessments. The Board finds, however, that the draft plan conditions entrench the obligation to pursue a wide range of environmental studies, to the satisfaction of public agencies with environmental expertise. The Board found no shortcoming in that system of checks and balances.

Noise

[36] Noise mitigation was cited as one of the prospective concerns that the participants would pursue at the hearing. However, the participants said relatively little on that point. The Board finds that this question has already been addressed satisfactorily in previous phases of these proceedings, and in the draft conditions.

Community Centre

[37] In an earlier decision, the Board noted the comment, by counsel for the Town, that a \$20 million community centre was expected in the MHN. It now appears, however, that the prospect of any such community centre in the MHN is less certain, as the Town is pursuing a "Sherwood Community Centre" about three kilometers away.

[38] The question of a community centre is not part of these appeals. The *Planning Act* ("Act") does not specify the social and recreational facilities that a municipality should build in new subdivisions. The Board would nonetheless expect that, as a matter of course, the Town would use its best efforts to plan for facilities in the MHN which are consistent with its practice elsewhere, to satisfy the requirements below.

A Complete Community

[39] The Growth Plan refers to the objective of "vibrant and complete communities." The participants argued that current proposals would not meet that objective. For example, school boards have so far issued no announcements promising future schools. Similarly, the uncertainty concerning a community centre was already mentioned. The participants also commented on the absence of a public transit plan. They concluded that the MHN would have "no central hub", and would become "a community without a centre." In short, they said, the outcome would fall short of the

Growth Plan's expectations.

[40] The Board agrees with the participants that the Growth Plan calls for "complete communities," and that, in due course, the MHN needs more than what is currently in process. The Board finds, however, that the MHN is still a work in progress. The Concept Plan shows that, although current development proposals address much of the neighbourhood, they do not address it all; there is still a significant proportion (a small part illustrated in white, and larger parts in brown) whose future has not yet been finalized. Nothing stops a school board – or any other major player – from later proposing various initiatives that would make this a more well-rounded community; and there are still opportunities to do so. Again, the Board would fully expect that, as part of the Town's normal planning process, it would use its best efforts to promote such opportunities. The Board was shown no evidence that the MHN would necessarily fall short of Growth Plan expectations in that regard.

The Road Network

[41] Participant Raymond Wooldridge repeated his concern that the road reconfiguration would cut off his market garden business from major traffic and much of his prospective clientele. Under the Concept Plan, his business would wind up on a dead-end. Mr. Thompson agreed with Mr. Wooldridge that "the new road design completely takes away drive-by access to Mr. Wooldridge's market garden stand and probably makes his current business untenable and uneconomical."

[42] There were also references to Hunt Trucking Ltd. also being put into an awkward position.

[43] The Town replied that its planning update was still ongoing.

[44] This is essentially the same complaint – and the same response – that the Board

had heard in earlier proceedings. The Board said then – and says again – that the main road network was laid out in OP provisions almost a decade ago (2005). They are not part of this appeal, and are not before the Board for reconsideration.

[45] Mr. Wooldridge also returned to the proposition that the eastern side of new Tremaine Road should not be residential in the first place. It "should be put into light industrial and commercial use, to reduce the impact of development, meaning less people in the area." However, that question was already decided in previous decisions.

Process

[46] The Growth Plan says planning should be "collaborative." Ms. Roberts said the process here had not been sufficiently collaborative to satisfy that expectation:

I want to be involved in those value negotiations, engaged in that dialogue, be part of creating a community that reflects those values. That is my "mission".... Sadly, residents have not been involved in the negotiations about this development.

[47] She also described a survey that she had conducted in the neighbourhood. At the hearing, Ms. Roberts' speech, on the importance of community consultation, expressed views similar to her position at a previous hearing in this matter.

[48] The Board, however, can only repeat what it said in that previous decision in this file:

"Although Ms. Roberts spoke eloquently about the merits of an ongoing and formal forum for communications between the parties and participants, the Board does not consider it appropriate to intervene. Mechanisms to facilitate communications between neighbourhood residents, municipal officials, and local developers are not addressed in the *Planning Act* ("the Act"). Indeed, they are normally under municipal jurisdiction, separate from this Board's process."

CONCLUSION

[49] The Board has carefully considered all the evidence, and the viewpoints

expressed. The Board finds that, although the opposing participants expressed their concerns lucidly, the circumstances of the project justify the general approach taken. The Board is satisfied that the project complies with the statutory requirements. The Board finds that the project may proceed, though subject to specified conditions.

ORDER

[50] The Board orders:

1. The Board approves those portions of the Official Plan Amendment, filed as Exhibit 2, Tab 1, applying to the lands owned by 1321387 Ontario Inc., Valley Grove Estates Inc. and Milton Meadows Properties Ltd. (collectively, "Century Grove") and not previously approved by the Board in the Phase 2 Decision issued April 10, 2014. They are attached hereto as Attachment 1.
2. Comprehensive Zoning By-law No. 144-2003 of the Town of Milton is hereby amended in accordance with the Zoning By-law Amendment filed as Exhibit 2, Tab 2. It is attached hereto as Attachment 2.
3. The Board approves the draft plan of subdivision for the Century Grove lands, prepared by Humphries Planning Group Inc., dated December 13, 2013, last revised on July 17, 2014, filed as Exhibit 2, Tab 3. It is attached hereto as Attachment 3.
4. The Board approves the draft plan conditions for the Century Grove plan of subdivision, filed as Exhibit 2, Tab 4. They are attached hereto as Attachment 4.
5. In accordance with s. 51(56.1) of the Act, final approval of the plan of subdivision, for the purpose of s. 51(58) of the Act, is hereby delegated to the

Town of Milton.

6. Pursuant to the Act, approval of the draft plan of subdivision shall lapse three (3) years from the date of issuance of the Board's Order. In the event that an extension of the time period for final approval is required pursuant to the Act, the Board may be spoken to, provided the approval has not lapsed.

[51] This Order is withheld until such time as:

- a. The Board is advised in writing, by counsel for the Region and the relevant landowners, that no pre-sales agreements have been executed by the parties and registered on title for phase 2 of the Century Grove plan of subdivision, as shown on the phasing plan filed as Exhibit 2, Tab 3 and depicted on Attachment 5; and
- b. The Board is advised in writing, by the parties thereto, that the private agreements contemplated by the Minutes of Settlement filed as Exhibit 5 and the Minutes of Settlement themselves, have been registered against title in accordance with the Minutes of Settlement.

[52] If difficulties arise with respect to carrying out any of the terms of this Order, the Board may be spoken to.

"M. C. Denhez"

M. C. DENHEZ
MEMBER

Ontario Municipal Board

A constituent tribunal of Environment and Land Tribunals Ontario

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ATTACHMENT 1

AMENDMENT NUMBER 38

TO THE OFFICIAL PLAN OF THE TOWN OF MILTON

MILTON HEIGHTS NEIGHBOURHOOD

PART OF LOTS 1 AND 2, LOT 3, PART OF LOTS 4 AND 5
CONCESSION 1

GEOGRAPHIC TOWNSHIP OF ESQUESING

(Town of Milton)

MILTON MEADOWS PROPERTIES INC.

1321387 ONTARIO INC.

VALLEY GROVE ESTATES

ANDRIN (MILTON) PROPERTIES LIMITED

(LOPA 01/07)

PREPARED BY

THE TOWN OF MILTON PLANNING AND DEVELOPMENT
DEPARTMENT

March 3, 2014

Revised July 28, 2014

**AMENDMENT NUMBER 38 TO THE OFFICIAL PLAN
OF THE TOWN OF MILTON**

PART I - THE PREAMBLE, does not constitute part of this Amendment

**PART II - THE AMENDMENT, consisting of the following text constitutes
Amendment No. 38 to the Official Plan of the Town of Milton**

PART I: THE PREAMBLE

THE TITLE

This amendment, being an amendment to the Official Plan of the Town of Milton shall be known as:

Amendment No. 38

To the Official Plan of the Town of Milton

Milton Heights Neighbourhood

(Part of Lots 1 and 2, Lot 3, and Part of Lots 4 and 5, Concession 1, Township of Esquesing, Town of Milton)

(Town of Milton)

(LOPA 01/07)

PURPOSE OF THIS AMENDMENT

The purpose of this amendment is to:

- i) delete the requirement for Council approval of a Tertiary Plan for the Milton Heights Neighbourhood prior to any development occurring from Policy C.8.4.5.2 a) and add that development within the Neighbourhood shall be considered in a comprehensive manner, through the integrated review of individual plans of subdivision.
- ii) revise the maximum residential density in Milton Heights and add policies with respect to appropriate transitions.
- iii) add policy to allow the refinement of the location and configuration of the community park in Milton Heights.
- iv) add policy to allow the deletion and replacement of a portion of Peru Road as a collector road.
- v) add policy for the Business Park Area in Milton Heights with respect to noise mitigation and sensitive land uses for the lands north of Third Sideroad.
- vi) add policies for the Residential Area within Milton Heights with respect to noise mitigation, phasing and height restrictions.
- vii) add development policies for the Third Sideroad Character Area.

- viii) add policy to allow the refinement of the trails system.
- ix) revise schedules.

LOCATION OF THE AMENDMENT

The subject lands have an area of approximately 157 hectares (388 acres) in size and are bounded by Highway 401 on the north side, Peru Road on the east side, Steeles Avenue and the Canadian Pacific Railways on the south side and existing Tremaine Road on the west side. The lands are legally described as Part of Lots 1 and 2, Lot 3 and Part of Lots 4 and 5, Concession 1, Former Township of Esquesing, Town of Milton. The location of the property is illustrated in Figure 1.

BASIS OF THE AMENDMENT

The proposed amendment addresses the land use implications resulting from the Environmental Assessment for Tremaine Road and James Snow Parkway Transportation Corridor Improvements (2008), which proposes the realignment of the watercourse NW-2-G1, the closure of a portion of Peru Road and impacts the location of the Community Park.

The proposed amendment addresses the requirement for a Council approved Tertiary Plan prior to development proceeding in the Milton Heights Neighbourhood and recognizes that notwithstanding the deletion of this requirement, development within the Neighbourhood is being considered in a comprehensive manner through the integrated review of individual plans of subdivision.

The proposed amendment increases the density for the Residential Area allowing for smaller lot sizes. Policies clarify appropriate transitions and urban design.

The proposed amendment modifies the community vision for the northwest quadrant (north of Sixteen Mile Creek and west of new Tremaine Road) of the Milton Heights Neighbourhood. Character Area policies are added for the Third Sideroad Character Area to implement a village “main street”. Section 2.10.3.32 indicates that the Town may designate areas of the Town to be developed as “character areas: provided that the Secondary Plan clearly expresses a theme for development which is readily identifiable.”

The proposed amendment includes policies for the Business Park and Residential Areas to address the issues with respect to the long term land use compatibility between new residential uses and existing major industry, located east of existing Peru Road (and/or the proposed NW-2-G1 creek corridor).

PART II: THE AMENDMENT

All of this part of the document entitled Part II: THE AMENDMENT consisting of the following text and schedules constitutes Amendment no. 38 to the Town of Milton Official Plan and Sherwood Survey Secondary Plan.

DETAILS OF THE AMENDMENT

A. The Official Plan of the Town of Milton is hereby amended by Official Plan Amendment No. 38 pursuant to Sections 17 and 21 of the Planning Act, as amended, as follows:

1.0 Map Change

1.1 Amending Schedule A – “Land Use Plan” as follows:

1.1.1 delete the “D4” deferral symbol and outline

1.2 Amending Schedule B – “Urban Area Land Use Plan” as follows:

1.2.1 delete the “D4” deferral symbol and outline

1.2.2 replace designations for Milton Heights with designations **shown on attached Schedule B**

1.3 Amending Schedule D – “Urban Area Planning Districts, Character Area and Community Improvement Area” as follows:

1.3.1 delete the “D4” deferral symbol and outline

1.4 Amending Schedule F – “Urban Area Transportation Plan” as follows:

1.4.1 delete the “D4” deferral symbol and outline

1.4.2 replace collector road symbols **in the Milton Heights Neighbourhood and for Peru Road** with collector road symbols **shown on attached Schedule F**

1.5 Amending Schedule G1 – “Urban Area Sites of Potential Contamination” as follows:

1.5.1 delete the “D4” deferral symbol and outline

1.6 Amending Schedule I1 – “Urban Area Specific Policy Areas” as follows:

1.6.1 delete the “D4” deferral symbol and outline

2.0 Text Change

- 2.1 In Table 2A, add under TOWN ROADS – Urban: Third Sideroad between new Tremaine Road and existing Tremaine Road with a functional classification of collector road and a 24 m right-of-way.
- 2.2 **Amend Section 3.2.3.7 d) by deleting “The specific location of the commercial uses will be determined through the Milton Heights Tertiary Plan process” and adding the following:**
In addition, the maximum retail commercial floor space for Business Commercial Uses in a Business Park Area to be placed in a Business Commercial zone, on the lands south of Third Sideroad and east of new Tremaine Road, shall be 2,787 square metres in accordance with Section 8.5.12 e) v).
- 2.3 Amend Holding Zones, Section 5.5.3.4, by deleting “and,” at the end of subsection d) and adding the following subsections:
- f) when the development of land proposes the realignment of a creek, as contemplated in an approved Subwatershed Impact Study, and subject to completion of the realignment in accordance with detailed studies and required permits;
 - g) when the development of land will affect significant habitat for endangered species, as authorized by an approved Environmental Assessment for a public infrastructure project, and subject to completion of the alteration and/or creek realignment in accordance with detailed studies and required permits;
 - h) when the development of land introduces new sensitive land uses within the zone of influence of existing industries and (i) mitigation works are to be completed prior to development of the sensitive land uses; (ii) agreements with the Town or other agencies are required; (iii) private agreements are required; and/or (iv) restrictive covenants, easements or other interests in land are required.

B. The Sherwood Survey Secondary Plan is hereby amended by Official Plan Amendment No. 38 pursuant to Sections 17 and 21 of the Planning Act, as amended, as follows:

3.0 Map Change

- 3.1 By amending Schedule C-8-A – Community Structure Plan as follows:

- 3.1.1 replace designations for Milton Heights with designations as shown on attached Schedule C-8-A
- 3.2 By amending Schedule C-8-A1 – Residential Density Distribution Plan as follows:
 - 3.2.1 delete “15 units per net hectare (upnh) average” and replace with “15 to 40 units per net hectare (upnh)” as shown on attached Schedule C-8-A1
- 3.3 By amending Schedule C-8-B – Transportation Plan as follows:
 - 3.3.1 replace collector road symbols for Milton Heights with collector road symbols as shown on attached Schedule C-8-B
- 3.4 By amending Schedule C-8-C Greenlands/Open Space and Pedestrian/Bike Path Plan as follows:
 - 3.4.1 replace designations for Milton Heights with designations used as shown on attached Schedule C-8-C
- 3.5 By amending Schedule C-8-D Land Use Plan as follows:
 - 3.5.1 replace designations for Milton Heights with designations as shown on attached Schedule C-8-D

4.0 Text Change

- 4.1 Amend Section C.8.4.1 Transportation Facilities: Classification, Function and Design Requirements by adding Section C.8.4.1.5 Collector Roads as follows:

The collector road system, which provides access from the existing Industrial and proposed Business Park Areas to new Tremaine Road, consists of Peru Road and Third Sideroad east of new Tremaine Road. Peru Road may, in part, be closed, subject to Council approval, provided it is replaced with an alternate industrial collector road that provides access from the Industrial and Business Park Areas to new Tremaine Road.
- 4.2 Amend Section C.8.4.2 Trail System by adding the following paragraph at the end of the existing text:

The trail system as shown for Milton Heights on Schedule C-8-C is conceptual in nature and will be adjusted to reflect the natural heritage system and road patterns, as refined through individual plans of subdivision.
- 4.3 Amend Section C.8.4.3 by adding Section C.8.4.3.1 Milton Heights Restoration and Enhancement as follows:

Restoration and enhancement of natural features within the Milton Heights Neighbourhood, as identified in an approved Subwatershed Impact Study (SIS), shall be restored concurrently with the development of the lands which include these restoration and enhancement areas.

Where development on lands within Milton Heights would result in a net loss of terrestrial habitat features, as shown in the net gain analysis in an approved Subwatershed Impact Study, off-site compensation must be undertaken concurrent with the development of these lands to compensate for the total net loss in area and function. The lands identified in the Subwatershed Impact Study for the off-site compensation shall be within the general vicinity where the loss will occur, on lands owned or to be owned by a public agency. The final location and details of the off-site compensation proposal shall be provided in an Addendum to the Subwatershed Impact Study subject to the requirements of this policy. The area of the off-site compensation shall be equal to the total net loss in area identified in the SIS, and it must be implemented in a manner that is contiguous with other natural habitats. The off-site compensation shall represent not only a compensation for area lost but also enhanced function of natural heritage features and functions.

- 4.4 Amend Section C.8.4.5.2 Residential Density Distribution by replacing Section C.8.4.5.2 a) with the following:

Section C.8.4.5.2 a):

Milton Heights Neighbourhood 15 units per net hectare, although lots situated abutting Provincial Freeways, Major Arterial Roads and Railway Corridors may be developed at 40 units per net hectare;

Development proposals and plans of subdivision within the Milton Heights Neighbourhood shall be coordinated with existing or proposed development on the adjacent lands and within the sub-neighbourhood. Development proposals and plans of subdivision shall reflect the policies of this plan and address such issues as compatibility of land use and transition of density, lot sizes and housing type based on consideration of the proximity of new development to:

- i) the Niagara Escarpment Plan Area and natural heritage features;

- ii) arterial roads, employment lands, railways and provincial highways and employment areas; and,
- iii) existing residential development.

with a principle overall objective of maintaining a significant degree of larger lot development adjacent to the Niagara Escarpment Plan Area.

The density of development in the Milton Heights Neighbourhood may vary from a high of 40 units per net hectare near arterial roads, employment lands, provincial highways, railways and employment areas to a low of 15 units per net hectare near the Niagara Escarpment Plan Area, existing residential development and natural heritage features subject to the following policies.

Development must reflect the unique setting adjacent to the Niagara Escarpment and the character of the existing residential communities. In order to achieve appropriate transitions to the existing residential communities, the Niagara Escarpment Plan Area and natural heritage features, consideration must be given to locating village squares in transition areas and increasing the landscaped open space on the lot through the implementation of appropriate setbacks. In addition, the maximum height and massing of dwellings will be limited.

Notwithstanding the range of densities identified above and provided the intent of the policy is otherwise maintained, the average density shall not exceed 43 units per net hectare for the residential area classified as a Class 4 Area in accordance with the Ministry of Environment Environmental Noise Guideline NPC-300.

- 4.5 Amend Section 8.5.1 Residential Area by adding Section C.8.5.1.4 Site-specific Policies as follows:

Section C.8.5.1.4 Residential Area Policies for Milton Heights

The following additional policies apply to the Residential Area in Milton Heights:

- a) Development of the lands, consisting of the development block north of Third Sideroad, generally between Milton Heights Crescent and the subdivision road to the east may only proceed by plan of subdivision.

- b) Development of the lands, south of Third Sideroad, generally between new Tremaine Road and Milton Heights Crescent, may only proceed, by plan of subdivision, subject to land assembly and dedication of a local road right-of-way parallel with Third Sideroad.
- c) Multi-unit residential developments shall provide adequate on-site parking and outdoor amenity area(s).
- d) Development proposals shall incorporate a landscape buffer along Highway 401 outside of the required Ministry of Transportation setback and adjacent to the Niagara Escarpment Plan Area.
- e) The maximum height of new residential development west of new Tremaine Road shall be two-storeys, except for the development block abutting Highway 401, where the maximum height shall be three-storeys for those dwellings directly abutting Highway 401. Lofts may be included in the roof space above the second storey for:
 - i) the development block abutting Highway 401; and,
 - ii) dwellings on larger lots within the development block abutting the village square, subject to being located immediately across the street from the development block abutting Highway 401, increased setbacks, landscaping, the elimination of garages in the front yard, and other architectural and site design mitigation.
- f) All development in the new Residential Area shall be subject to a comprehensive noise assessment, in consultation with the industrial land owner(s) and operator(s) to the east, to the satisfaction of the approval authorities in accordance with the following:
 - i) The noise assessment shall take into account the separation distance required between the General Industrial Area and the Residential Area designations in accordance with the applicable Ministry of Environment regulations and guidelines.
 - ii) The implementing Zoning By-law shall establish regulations to secure the necessary land use compatibility between the new residential development and the existing industries to the east, including noise mitigation.
 - iii) The use of a holding provision shall be established in the implementing Zoning By-law to ensure the implementation of adequate noise mitigation necessary to secure land use compatibility between the Residential Area, which include new sensitive land uses, and the industrial landowner(s) and operator(s).

- iv) The relevant landowners of the residential development shall agree to enter into appropriate private agreements, easements and/or restrictive covenants with the industrial land owner(s) and operator(s), and the Town where necessary or desirable.
- v) **Residential development, south of Third Sideroad, east of new Tremaine Road, and north of Sixteen Mile Creek shall be classified as a Class 4 Area pursuant to the Ministry of Environment Environmental Noise Guideline NPC-300 and shall include receptor-based mitigation measures, where required. Notwithstanding the Class 4 Area classification, residential development shall meet the Class 1 requirements and be designed in a manner, which minimizes noise penetration to the interior of the development and incorporates best practices with respect to noise mitigation.**

- 4.6 Amend Section C.8.5.9 Community Park Area by adding the following paragraph at the end of the existing text:

The location and configuration of the Community Park in the Milton Heights Neighbourhood shall be further refined when the plans of subdivision are prepared. The Community Park in Milton Heights shall be relocated within the Milton Heights Neighbourhood, within the lands that are south of Third Sideroad and east of new Tremaine Road. This alternative area for the location of the park is consistent with the goals, objectives and policies of this Secondary Plan. The final site, as detailed in the plan of subdivision for the lands, must have significant frontage and access on an arterial and/or collector road.

- 4.7 Amend Section C.8.5.12 Business Park Area subsection as follows:

4.7.1 Delete Section e) and replace with the following:

- e) **The Business Park Area designation south of Third Sideroad and west of Peru Road shall provide a land use buffer between the new residential area and the existing major industries located to the east, subject to the following:**
 - i) **A noise assessment approved by the Town which takes into account the separation distance required between the General Industrial Area and the Residential Area designations in accordance with the applicable Ministry of Environment regulations and guidelines. The noise mitigation shall include an appropriate physical separation between the new residential area and the existing major industries to the east**

together with mitigation secured through specific residential building designs in appropriate locations.

- ii) Noise sensitive land uses, which involve sleeping accommodation or facilities for worship or prayer, such as hotels, daycares, funeral homes, or places of worship, are not permitted, unless a noise study is provided, in accordance with the applicable Ministry of Environment regulations and guidelines, in consultation with the affected industrial land owner(s) and operator(s), in consideration of the Town's Noise By-law, and to the satisfaction of the Town.
- iii) The implementing Zoning By-law shall establish regulations to secure the necessary land use compatibility between the new residential development and the existing industries to the east, including noise mitigation.
- iv) The lands may be placed in a Business Commercial Zone with a maximum floor space of 2,787 square metres for retail commercial uses, which may include a convenience or specialty food store of less than 464.5 square metres, but shall not include a Food Store.
- v) The design of the Business Park Area shall be compatible with the proposed residential development across the street and shall implement noise mitigation measures, where possible. Built form shall be oriented to the street with a landscape buffer along the streetline. Massing and roof form must be considered in relation to the residential development and where possible include noise mitigation considerations. Parking shall generally be located in the rear yard, and fully or partially screened.
- vi) The Business Park Area, consisting of an existing heritage building, identified on the Town's heritage register, and abutting a Community Park designation, shall, if relocated, then be included as part of the Community Park designation without further amendment to this plan. If the heritage dwelling is retained in situ, adaptive reuse is encouraged and, in an amending zoning by-law, permitted uses shall be limited to those business park uses which will permit the conservation of heritage attributes of the structure.

4.7.2 Add Section C.8.5.12 f) as follows:

- f) The Business Park Area designation north of Third Sideroad shall provide a land use and a noise mitigation buffer between the new residential area and the existing major industries located to the east, subject to the following:
- i) Permanent noise mitigation shall be provided within the Business Park lands as a buffer between the existing major industries to the east and the new residential area to the west, in accordance with a noise study, that is compliant with the applicable Ministry of Environment regulations and guidelines, prepared in consultation with the affected industrial land owner(s) and operator(s), and to the satisfaction of the Town. The noise mitigation measures shall include non-residential buildings of specific heights and configurations, and/or a sound barrier consisting of a berm/fence combination.
 - ii) Noise sensitive land uses, which involve sleeping accommodation or facilities for worship or prayer, such as hotels, daycares, funeral homes, or places of worship, are not permitted, unless a noise study is provided, in accordance with the applicable Ministry of Environment regulations and guidelines, in consultation with the affected industrial land owner(s) and operator(s), in consideration of the Town's Noise By-law, and to the satisfaction of the Town.
 - iii) The use of a holding provision shall be established in the implementing Zoning By-law to ensure the implementation of adequate noise mitigation necessary to secure land use compatibility between new sensitive land uses and the industrial landowner(s) and operator(s).
 - iv) The relevant landowners of the residential development shall agree to enter into appropriate private agreements, easements and/or restrictive covenants with the industrial land owner(s) and operator(s), and the Town where necessary or desirable.

4.8 Amend Section C.8.5.14 Character Area as follows:

4.8.1 Delete "and 3rd Line," from Section C.8.5.14.1 a) and add "Third Sideroad west of Milton Heights Crescent";

4.8.2 Delete the text of policy C.8.5.14.1.e) and add "deleted"

4.8.3 Add Section C.8.5.14.3 Third Sideroad Character Area as follows:

In accordance with subsection 2.10.3.32 of this Plan, Third Side Road between Milton Heights Crescent and new Tremaine Road as designated on Schedule "C-

8-D" shall be developed as a "Character Area". The Third Sideroad Character Area shall be developed in a manner to create a traditional "village main street" character. In particular:

- a) to mitigate the concerns with traffic impacts experienced by existing residents, an alternate road connection is to be provided linking the residential area to the north of Third Sideroad with new Tremaine Road and existing Third Sideroad is to be retained as a "village main street" with on-street parking;
- b) new development abutting Third Sideroad shall be designed in a manner which is compatible with, and sympathetic in design to, the Niagara Escarpment setting, the natural environment and rural nature of the existing streetscape and with existing character buildings, as well as in conformity with the Residential Area designation;
- c) new development shall create a transition to the Milton Heights Character Area and the existing character buildings it contains along Third Sideroad between Milton Heights Crescent and existing Tremaine Road; this transition shall include, but not be limited to restrictions of massing and height and increased building setbacks and landscape open space;
- d) subject to the requirements of a noise study, satisfactory to the Town, new development shall consist of low density residential uses, and may include detached dwellings and/or live-work units with limited office and commercial uses permitted on the ground floor, including specialty retail, service commercial, personal service and office uses in accordance with Section 3.2.3.6 and 3.2.3.7 a) and b);
- e) the maximum height of new development shall be two storeys. The massing of the roof shall be minimized with the objective of lowering the overall height of the dwelling;
- f) garages and parking are to be accommodated in the rear yard and, where possible, shared driveways to common parking areas and/or driveways paired between dwellings are encouraged; and,
- g) opportunities for on-street parking are to be maximized through the subdivision design, including consideration of lot size and alternate provisions to access rear yard parking areas. The provision of significant on-street parking on Third Sideroad in front of the lot(s) may be considered in determining the parking requirements for commercial and/or office uses within the Third Sideroad Character Area in the implementing Zoning By-law.

- h) Development of Block 85, north of Third Sideroad, generally between new Tremaine Road and Milton Heights Crescent, may only proceed, by plan of subdivision.

ATTACHMENT 2

THE CORPORATION OF THE TOWN OF MILTON

BY-LAW NO. -2014

BEING A BY-LAW TO AMEND THE TOWN OF MILTON COMPREHENSIVE ZONING BY-LAW 144-2003, AS AMENDED, PURSUANT TO SECTION 34 OF THE PLANNING ACT, AS AMENDED, IN RESPECT OF THE LANDS DESCRIBED AS PART OF LOT 3, CONCESSION I (ESQUESING), FILE: Z-03/07

WHEREAS the Council of the Corporation of the Town of Milton deems it appropriate to amend Comprehensive Zoning By-law 144-2003, as amended;

AND WHEREAS the Town of Milton Official Plan provides for the lands affected by this by-law to be zoned as set forth in this by-law;

NOW THEREFORE the Council of the Corporation of the Town of Milton hereby enacts as follows:

1. **THAT** Schedule A to Comprehensive Zoning By-law 144-2003, as amended, is hereby further amended by replacing the Future Development (FD) and Greenlands B (GB) zone symbols with site-specific Residential Low Density (RLD*197), site-specific Residential Medium Density 2 (RMD2*198; RMD2*199; RMD2*200), site-specific Business Commercial (C6*201; C6*202; C6*203), a site-specific Greenlands A (GA*194), Greenlands A (GA), Greenlands B (GB), Open Space (OS) Zone symbols on the land, adding the Holding (H) symbol symbol H14 to all zones, except to the site-specific Greenlands A, Greenlands A, Greenlands B, and Open Space zones, a Holding (H) symbol H15 to all residential zones and the Holding (H) symbol H17 to part of the RMD2*200 zone, on this property as shown on Schedule A attached hereto.
2. **THAT** Section 13.2 of By-law 144-2003 is amended by adding the following conditions for removal of this H14 Holding Provision:

“H14” shall not be removed until all of the conditions listed have been satisfied for the realignment of the NW-2-G1 watercourse:

- 1) detailed design drawings for the realignment of the NW-2-G1 watercourse have been provided that are satisfactory to Halton Region, Conservation Halton, the Ministry of Natural Resources, and the Town;
- 2) the issuance of a permit from the Ministry of Natural Resources under the Endangered Species Act permitting the realignment of the NW-2-G1 watercourse and all associated works within the jurisdiction of the Ministry of Natural Resources;
- 3) the issuance of a permit from Conservation Halton permitting the realignment of the NW-2-G1 watercourse and all associated works within the jurisdiction of Conservation Halton;

- 4) Council approval for the closure of that portion of Peru Road affected by the realignment of the NW-2-G1 watercourse and construction of an alternate route for traffic and emergency vehicles to the satisfaction of the Town;
 - 5) the heritage dwelling at 94 Peru Road is dealt with prior to the construction of Street A to the satisfaction of the Town and in consultation with Heritage Milton;
 - 6) written confirmation has been provided that the NW-2-G1 watercourse has been realigned to the satisfaction of Halton Region, Conservation Halton, the Ministry of Natural Resources, and the Town, and in accordance with the required permits, the minutes of settlement and the private agreements, if any.
3. **THAT** Section 13.2 of By-law 144-2003 is amended by adding the following conditions for removal of this H15 Holding Provision:

“H15” shall not be removed until all of the following conditions listed below have been satisfied for the required noise mitigation:

- 1) a site plan application, including detailed design drawings, details and updated noise report, that is satisfactory to the Town;
 - 2) execution of the Town’s site plan agreements and posting of financial securities for development of the townhouse blocks which are to provide the noise mitigation to the satisfaction of the Town;
 - 3) confirmation by a qualified acoustical engineer that the required noise mitigation measures on the townhouse blocks have been constructed in accordance with an approved noise study, the minutes of settlement and the private agreements.
4. **THAT** Section 13.2 of By-law 144-2003 is amended by adding the following conditions for removal of this H17 Holding Provision:

“H17” shall not be removed until Halton Region has confirmed in writing that servicing allocation has been secured by the Owner to service the remainder of the plan, that servicing is available, and that the Holding Provision may be lifted.

5. **THAT** Section 13.1 is amended by adding subsection 13.1.1.197 as follows:

For lands zoned Residential Low Density*197 (RLD*197), the following standards and provisions shall apply:

- A. The only permitted uses are a detached dwelling and a home occupation.
- B. The lands are classified as a Class 4 Area as defined in the Ministry of Environment Environmental Noise Guideline NPC-300.
- C. Notwithstanding any provisions to the contrary, individual parking spaces must be arranged so that each space has access to and from an improved

and maintained public street and so that a vehicle occupying the space is able to enter and leave the property in a forward motion.

D. Special Site Provisions:

- 1) Notwithstanding any provisions to the contrary, the following shall apply:
 - a) minimum front yard setback 11.6 m
 - b) minimum front yard setback to a hammerhead 3.0 m
 - c) maximum lot coverage
 - i) for lots having an area of less than 850 m² 35%
 - ii) for lots having an area of 850 m² and larger 20%

6. THAT Section 13.1 is amended by adding subsection 13.1.1.198 as follows:

For lands zoned Residential Medium Density 2*198 (RMD2*198), the following standards and provisions shall apply:

- A. The only permitted uses are a semi-detached dwelling, a townhouse, a home daycare and a home occupation. A semi-detached dwelling is only permitted on a lot at an intersection and partially abutting a daylighting triangle.
- B. The lands are classified as a Class 4 Area as defined in the Ministry of Environment Environmental Noise Guideline NPC-300 and the dwellings shall incorporate receptor-based and architectural noise control measures.

C. Special Site Provisions:

- 1) For a through lot, the front lot line shall be deemed to be the street line of the street to the east (Street B), or the street to the south (Street A).
- 2) The façade of a dwelling abutting a front yard, an exterior side yard and an interior side yard may only have windows to non-habitable space, such as bathrooms, laundry rooms, staircases, and may not have windows to “noise sensitive space” as defined in the Ministry of Environment Environmental Noise Guideline NPC-300, as revised.
- 3) Notwithstanding any provisions to the contrary, a porch, veranda or balcony may encroach a maximum of 1.8 metres into a required front or exterior side yard, but at no time shall be closer than 1.0 metre to the property line. Where located in the front yard or exterior side yard, the maximum size of a porch, veranda, or balcony, shall be restricted to a width and depth of 1.8 metres. A porch, veranda or balcony may encroach a maximum of 1.8 metres into the rear yard.
- 4) A garage may only be accessed across a rear lot line.
- 5) The maximum fence height in a yard abutting a street line is 1.2 metre.

- 6) Air conditioning units are permitted in all yards, except for a front yard or an exterior side yard, and shall be setback a minimum of 0.6 metre from an interior side lot line and a minimum of 5 metres from a rear lot line.
- 7) Notwithstanding any provisions to the contrary, the following shall apply:
 - a) minimum lot frontage
 - i) townhouse - street access interior 7.24 m
 - ii) townhouse - street access end unit 8.44 m
 - iii) townhouse - street access corner unit 10.24 m
 - iv) semi-detached dwelling - at an intersection 14.0 m
 - b) front yard
 - i) minimum 3.3 m
 - ii) maximum 4.0 m
 - c) setback to a sight triangle for a semi-detached dwelling
 - i) minimum 3.3 m
 - ii) maximum 4.0 m
 - d) minimum exterior side yard 3.0 m
 - e) minimum rear yard 6.0 m
 - f) minimum outdoor amenity area to be provided as a balcony on the 2nd floor in the rear yard 16 m²

7. THAT Section 13.1 is amended by adding subsection 13.1.1.199 as follows:

For lands zoned Residential Medium Density 2*199 (RMD2*199), the following standards and provisions shall apply:

- A. The only permitted uses are townhouses, a home daycare and a home occupation.
- B. The lands are classified as a Class 4 Area under the Ministry of Environment Environmental Noise Guideline NPC-300 and the dwellings shall incorporate receptor-based and architectural noise control measures.
- C. Special Site Provisions:
 - 1) The façade of a dwelling abutting a front yard, an exterior side yard and an interior side yard may only have windows to non-habitable space, such as bathrooms, laundry rooms, staircases, and may not have windows to “noise sensitive space” as defined in the Ministry of Environment Environmental Noise Guideline NPC-300, as revised.
 - 2) Notwithstanding any provisions to the contrary, a porch, veranda or balcony may encroach a maximum of 1.8 metres into a required front yard, but at no time shall be closer than 1.0 metre to the property line.

Where located in the exterior side yard, the size of a porch, veranda, or balcony, is restricted to a maximum width and depth of 1.8 metres.

- 3) The maximum fence height in a yard abutting a street line is 1.2 metre.
- 4) Air conditioning units are permitted in all yards, except for a front yard or an exterior side yard, and shall be setback a minimum of 0.6 metre from an interior side lot line and a minimum of 4 metres from a rear lot line.
- 5) Notwithstanding any provisions to the contrary, the following shall apply:
 - a) minimum lot frontage of a street access townhouse
 - i) interior 7.24 m
 - ii) end unit 8.44 m
 - iii) corner unit or unit abutting a noise buffer block 10.24 m
 - b) minimum front yard 4.0 m
 - c) minimum exterior side yard 3.0 m
 - d) minimum rear yard 5.0 m

8. THAT Section 13.1 is amended by adding subsection 13.1.1.200 as follows:

For lands zoned Residential Medium Density 2*200 (RMD2*200), the following standards and provisions shall apply:

- A. For through lots, the front lot line shall be deemed to be the street line of the street to the south (Street A).
- B. The lands are classified as a Class 4 Area as defined in the Ministry of Environment Environmental Noise Guideline NPC-300.
- C. The only permitted uses are townhouses, a home daycare and a home occupation.
- D. Special Site Provisions:
 - 1) Notwithstanding any provisions to the contrary, for corner lots, no part of any parking space shall be located closer than 5.0m, measured from the point of intersection of the two street lines.
 - 2) Notwithstanding any provisions to the contrary, a porch, veranda or balcony may encroach a maximum of 1.8 metres into a required front yard or a required rear yard, but at no time shall be closer than 1.0 metre to the property line.
 - 3) Air conditioning units are permitted in all yards, except for a front yard or an exterior side yard, and shall be setback a minimum of 0.6 metre from an interior side lot line and a minimum of 5 metres from a rear lot line.

- 4) The maximum fence height in a yard abutting a street line is 1.2 metre.
- 5) Notwithstanding any provisions to the contrary, the following shall apply:
 - a) minimum lot frontage
 - i) interior unit 6.1 m
 - ii) end unit 7.3 m
 - iii) corner unit 8.6 m
 - b) minimum front yard 4.0 m
 - c) maximum front yard for through lots 4.7 m
 - d) minimum rear yard 6.0 m
 - e) minimum exterior side yard 2.5 m
 - f) minimum outdoor amenity area for a through lot to be provided as a balcony on the 2nd floor in the rear yard 12.5 m²

9. THAT Section 13.1 is amended by adding subsection 13.1.1.201 as follows:

For lands zoned Business Commercial *201 (C6*201), the following standards and provisions shall apply:

- A. Notwithstanding any provisions to the contrary, a Daycare is not permitted as a principal use or as an accessory use, and the only permitted uses are:
 - a) Art gallery
 - b) Artist's studio
 - c) Bank
 - d) Commercial school – Skill
 - e) Convenience store
 - f) Drive-through service facility
 - g) Dry cleaning depot
 - h) Medical Clinic
 - i) Motor vehicle gas bar
 - j) Motor vehicle rental agency
 - k) Motor vehicle service station, with no more than 2 service bays
 - l) Motor vehicle washing establishment
 - m) Office Building
 - n) Office Use
 - o) Personal service shop
 - p) Restaurant
 - q) Restaurant, Take out
 - r) Retail Store 1 (*1)
 - s) Veterinary Clinic – Small Animal
 - t) Veterinary Clinic – Large Animal

- (*1) Retail Store 1 is permitted to have a Gross Floor Area of no more than 464.5 m² and shall only be permitted in a development having a minimum of 3 units. The total Gross Floor Area for Retail 1 shall not exceed 930 m².

B. Special Site Provisions

- 1) For the purposes of this by-law, the front lot line of the lot is deemed to be new Tremaine Road.
- 1) Notwithstanding any provisions to the contrary, waste storage facilities shall be contained within a principal building.
- 2) Notwithstanding any provisions to the contrary, the following shall apply:
 - a) Lot Area
 - i) minimum 0.8 ha
 - ii) maximum 1.0 ha
 - b) maximum gross floor area for all buildings combined 2750 m²
 - c) minimum required yard adjacent to Street C 6.0 m
 - d) minimum landscape buffer abutting a residential zone or abutting Street C 6.0 m

10. THAT Section 13.1 is amended by adding subsection 13.1.1.202 as follows:

For lands zoned Business Commercial *202 (C6*202), the following standards and provisions shall apply:

- A. Notwithstanding any provisions to the contrary, a Daycare is not permitted as a principal use or as an accessory use, and the only permitted uses are:
 - a) Art gallery
 - b) Artist's studio
 - c) Bank
 - d) Commercial school – Skill
 - e) Commercial school – Trade / Profession
 - f) Convenience store
 - g) Drive-through service facility
 - h) Dry cleaning depot
 - i) Fitness Centre
 - j) Medical Clinic
 - k) Motor vehicle rental agency
 - l) Office Building
 - m) Office Use
 - n) Personal service shop
 - o) Service and repair shop
 - p) Recreation and Athletic Facility – indoor use only
 - q) Research and Technology use
 - r) Restaurant
 - s) Restaurant, Take out
 - t) Retail Store 1 (*1)
 - u) U-brew Establishment

- v) Veterinary Clinic – Small Animal
- w) Veterinary Clinic – Large Animal

(*1) Retail Store 1 is permitted to have a Gross Floor Area of no more than 464.5 m² and shall only be permitted in a development having a minimum of 3 units. The total Gross Floor Area for Retail 1 shall not exceed 1860 m².

B. For the purposes of this section, a Service and Repair Shop shall mean a premise for service, repair and rental of small household appliances, with no outdoor storage.

C. Special Site Provisions

- 1) For the purposes of this by-law, the front lot line of the lot is deemed to be Street B.
- 2) The minimum landscape buffer abutting a Greenlands A zone shall not apply.
- 3) Notwithstanding any provisions to the contrary, parking shall be no closer than 1.0 metre to rear property line.
- 4) Notwithstanding any provisions to the contrary, waste storage facilities shall be contained within a principal building.
- 5) Notwithstanding any provisions to the contrary, the following shall apply:

a) maximum lot area	2.0 ha
b) maximum gross floor area for all buildings combined	4500 m ²
c) maximum front yard setback	8.0 m
d) minimum rear yard setback	3.0 m

11.THAT Section 13.1 is amended by adding subsection 13.1.1.203 as follows:

For lands zoned Business Commercial *203 (C6*203), the following standards and provisions shall apply:

- A. Notwithstanding any provisions to the contrary, a Daycare is not permitted as a principal use or as an accessory use, and the only permitted uses are:
- a) Art Gallery
 - b) Art Studio
 - c) Medical Clinic for the following health professionals only: Chiropractor, Dietician, Massage Therapist, Naturopath, Optician, Optometrist, Physiotherapist, Psychologist, and Speech Language Pathologist.
 - d) Office Use
 - e) Personal Service Shop

f) Restaurant

B. Special Site Provisions

- 1) The minimum landscape buffer abutting a Greenlands A zone shall not apply.
- 2) Notwithstanding any provisions to the contrary, waste storage facilities shall be contained within a principal building.
- 3) Notwithstanding any provisions to the contrary, for the existing heritage dwelling, if preserved in situ, the following shall apply:
 - a) Minimum exterior side yard 0.0 m
 - b) minimum landscape buffer abutting Street A shall not apply to the portion containing a heritage dwelling

12. THAT Section 13.2 is amended by adding subsection 13.2.1.43 as follows:

For the lands zoned a site-specific Residential Low Density (RLD*197), site-specific Residential Medium Density 2 (RMD2*198; RMD2*199; RMD2*200), a site-specific Business Commercial (C6*201; C6*202) on the property located at 94 and 98 Peru Road only legally established existing *uses* are permitted until the conditions for removal identified in the “H14” Holding provision are satisfied.

13. THAT Section 13.2 is amended by adding subsection 13.2.1.44 as follows:

For the lands zoned a site-specific Residential Low Density (RLD*197) and site-specific Residential Medium Density 2 (RMD2*198; RMD2*199; RMD2*200) zones, on the property located at 94 and 98 Peru Road only legally established existing *uses* are permitted until the conditions for removal identified in the “H15” Holding provision are satisfied.

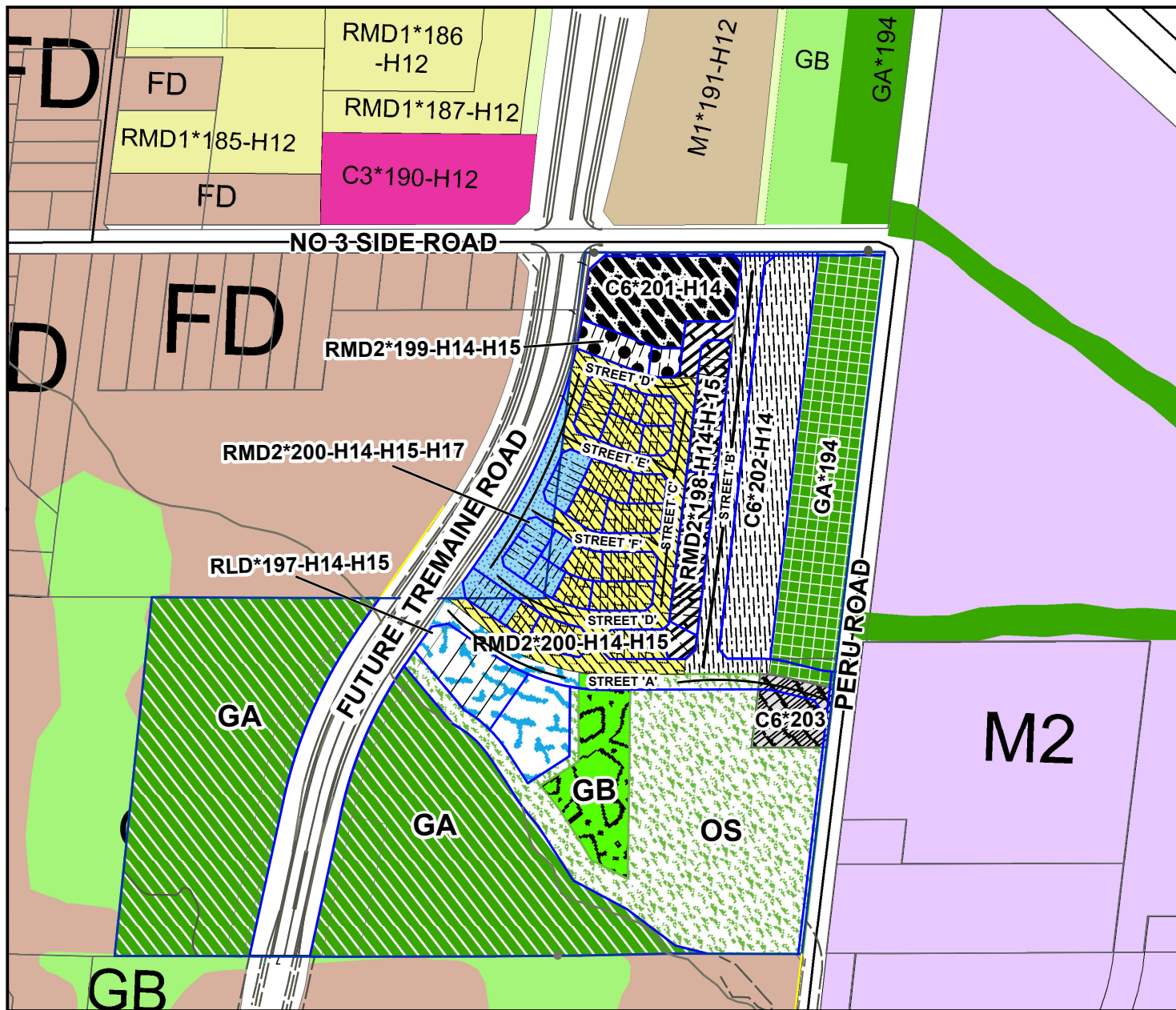
14. THAT Section 13.2 is amended by adding subsection 13.2.1.46 as follows:

For part of the lands zoned a site-specific Medium Density 2 (RMD2*200) on the property located at 94 and 98 Peru Road only legally established existing *uses* are permitted until the conditions for removal identified in the “H17” Holding provision are satisfied.

THIS BY-LAW SHALL COME IN TO FORCE AND EFFECT ON < DATE> IN ACCORDANCE WITH ONTARIO MUNICIPAL BOARD ORDER NUMBER < NUMBER> .

**Approved by the Ontario Municipal Board this < DATE> .
Approved by Ontario Municipal Board Order #< NUMBER> .**

ZONING BY-LAW
144-2003
SCHEDULE A
TO BY-LAW No. -2014
TOWN OF MILTON
PART OF LOT 3, CON 1
PART 1 & 2 OF RP 20R-863
PART 1 OF 20R-5724
Town of Milton



THIS IS SCHEDULE A
TO BY-LAW NO. -2014 PASSED

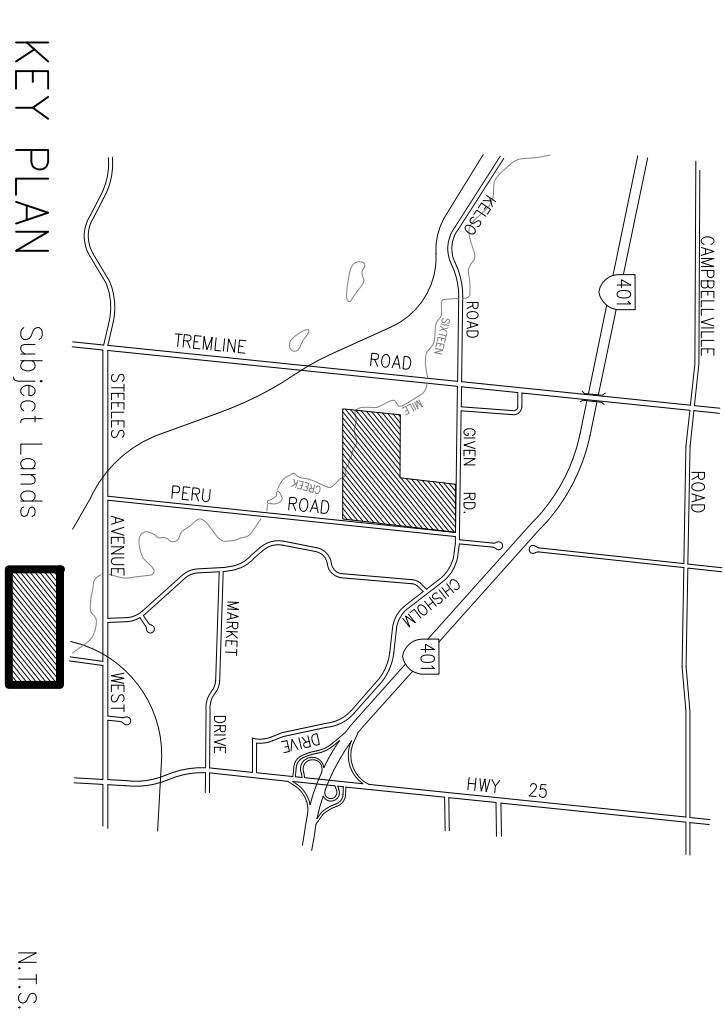
MAYOR - Gordon A. Krantz

CLERK - Troy McHarg

- | | |
|--|--|
| | C6*201-H14 - Business Commercial Zone Special with Holding Provision |
| | C6*202-H14 - Business Commercial Zone Special with Holding Provision |
| | C6*203 - Business Commercial Zone |
| | GA - Greenlands A Zone |
| | GA*194 - Greenlands A Zone Special |
| | GB - Greenlands B Zone |
| | OS - Open Space Zone |
| | RLD*197-H14-H15 - Low Density Residential Zone Special with Holding Provisions |
| | RMD2*198-H14-H15 - Medium Density Residential 2 Zone Special with Holding Provisions |
| | RMD2*199-H14-H15 - Medium Density Residential 2 Zone Special with Holding Provisions |
| | RMD2*200-H14-H15 - Medium Density Residential 2 Zone Special with Holding Provisions |
| | RMD2*200-H14-H15-H17 - Medium Density Residential 2 Zone Special with Holding Provisions |



Z-03/07



OWNER'S CERTIFICATE:

and submit this plan for draft approval.

Date: -----

Milton Meadows Properties Inc.
65 Royalpark Way
Woodbridge, ON
L4H 1J5

SURVEYOR'S CERTIFICATE:

this plan.

Date: -----

401 Wheelabrator Way Ste A, Milton, ON L9L 3C1
Ph: 905 875-9955

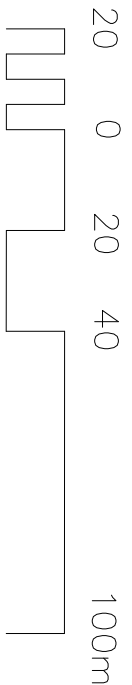
DEVELOPMENT STATISTICS:


Unit	Area	Lot	Units	Residential
195-101A	25.88 ha	1-5	5 Lots	Single Family Residential
		6	1 Lot	Existing Residential
		7-35	44 Units	Residential Townhouses
			109 Units	6,10m Townhouses
				Commercial
				Business Park
				Public
				SMA Facilities
				Drainage Corridor
				15.0m Buffer
				7.5m Buffer
				Open Space
				Future Road
				3m Road
				Wideings
				0.3m Reserves
				Trenmore Road ~ 330m
				Street A 20m ~ 340m
				Street B 20m ~ 340m
				Streets C-E ~ 16.0m ~ 735m

NET DENSITY 159 units / 3.70 ha = 43.0 upha

DRAFT PLAN OF SUBDIVISION
PART OF LOT 3, CONCESSION 1 ESC
TOWN OF MILTON
REGIONAL MUNICIPALITY OF HALTON

SCALE 1:1500



	
HUMPHRIES PLANNING GROUP INC.	
250 CHAMBERLAIN ROAD, SUITE 603, VANANAK, L4M 1M5 TEL: (905) 544-7676, FAX: (905) 460-4673 www.humphriesplanning.com	
File Number: 05106	Drawing Number:
Date Drawn: DEC 13 '13	
Drawn By: VT	
Checked By: R.H.	
Date Revised: JULY 17 '14	
CAD File No.:	

ATTACHMENT 4

~Date~

**TOWN OF MILTON CONDITIONS FOR FINAL APPROVAL
FOR THE REGISTRATION OF THE PLAN OF SUBDIVISION FOR**

~ 1321387 Ontario Inc., Valleygrove Estates, and Milton Meadows Properties Inc.
(collectively "the Owner") ~

DRAFT APPROVED ~date~ OMB Order No. ~number~

This approval applies to the draft plan of subdivision prepared by Humphries Planning Group Inc., dated ~Dec 13, 2013~, last revised on ~July 17, 2014~ showing 6 residential lots (5 single detached dwelling units and 1 existing residence), 29 residential blocks (153 multiple dwelling units), 2 business commercial blocks, 1 park block, 1 stormwater management block, 1 stormwater management buffer block (7.5 m wide), 1 watercourse block, 1 watercourse buffer block (7.5 m wide), 2 open space blocks, 1 environmental buffer block (15 m wide), 1 Tremaine Road block, 2 highway widening blocks, 3 - 0.3 m reserve blocks, and an internal road system.

Please note that conditions in bold below are subject to Minutes of Settlement (MOS) and that the MOS state that these cannot be altered without the consent of all parties to the MOS.

The Town of Milton conditions applying to the approval of the final plan for registration of the **Century Grove** Subdivision (24T-07003/M) are as follows:

A. <u>The Plan</u>	Clearance Agency	Timing of Clearance
1. Prior to registration, the Owner agrees that the plan is to be amended in the following fashion and/or to provide for the following:		Pre-Servicing / Final Approval
a) In the event that the heritage dwelling at 94 Peru Road is to be retained or relocated on any part of its original site, to add a Business Commercial block that accommodates the heritage dwelling and its adaptive re-use and with the intent to maximize the size of the park block, all to the satisfaction of the Town of Milton in consultation with Heritage Milton.	MILTON – Dev Review	
b) To dedicate lands, that are part of the subject property, sufficient to provide a 26.0 m right-of-way of Peru Road, measured 13.0 metres from the existing centreline of the road right-of-way, to Town of Milton for the purpose of road right-of-way widening and future road improvements;	MILTON – Engineering Services	

these lands shall be dedicated with clear title (free and clear of encumbrances) and a Certificate of Title shall be provided, in a form satisfactory to the Town.

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| c) | To dedicate lands, that are part of the subject property, sufficient to provide a 26.0 m right-of-way of No. 3 Side Road, measured 13.0 metres from the existing centreline of the road right-of-way, to Town of Milton for the purpose of road right-of-way widening and future road improvements; these lands shall be dedicated with clear title (free and clear of encumbrances) and a Certificate of Title shall be provided, in a form satisfactory to the Town. | MILTON –
Engineering
Services | |
| d) | A 0.3 m reserve is required for the business commercial block, Block 36, across the frontage of Street C, including the daylight triangle. | MILTON –
Engineering
Services | |
| e) | A 0.3 m reserve is required for the business commercial block, Block 37, across the frontage of No. 3 Side Road, including the daylight triangle. | MILTON –
Engineering
Services | |
| f) | That all buffer blocks along the creeks (including next to stormwater management ponds) are noted with the proper dimension, 7.5 m for NW-2-G1 and 15.0 m for Sixteen Mile Creek. | MILTON –
Engineering
Services | |
| g) | That 7.5 m wide environmental buffer blocks be shown next to stormwater management pond. | MILTON –
Engineering
Services | |
| h) | That all channel creek blocks show the channel width dimensions. | MILTON –
Engineering
Services | |
| i) | That the “eyebrows” noted are only 1.0m wider than the road width dimension. | MILTON –
Engineering
Services | |
| j) | To show all required one foot reserves. | MILTON –
Engineering
Services | |
| k) | To show all noise attenuation blocks. | MILTON –
Engineering
Services | |
| 2. | The Owner agrees that Blocks 17, 18, 21, 22, 23, 28 within the draft plan of subdivision are, independently, unsuitable for development. The Owner further agrees to co-operate with adjacent landowner(s) to effect any land assembly required to ensure that such blocks and associated roads are developed in conjunction with abutting lands in accordance with the approved | MILTON –
Dev Review | Subdivision
Agreement |

Zoning By-law.

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| 3. | Unless developed concurrently with the abutting lands to the west, the Owner agrees that all lots and/or blocks west of Street C and all lots west of Street G are undevelopable without temporary cul-de-sacs designed and constructed by the developer as approved by Engineering Services. The need for temporary cul-de-sacs may freeze development on additional lots. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 4. | The Owner acknowledges that minor redline revisions may be required to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to this draft plan. | MILTON –
Dev Review | Final Approval |
| 5. | The Owner agrees to name all road allowances included in the plan of subdivision to the satisfaction of Town Administration. | MILTON –
Dev Review | Subdivision
Agreement |
| 6. | The Owner shall dedicate the following lands free of charge and with clear title (free and clear of all encumbrances) and a Certificate of Title shall be provided, in a form satisfactory to Town Administration: | | Subdivision
Agreement |
| | <ul style="list-style-type: none"> a) Environmental Features to satisfy Net Gain in accordance with approved Subwatershed Impact Study <ul style="list-style-type: none"> i) Watercourse Block 40 ii) Valley land Block 44 and 45 iii) Environmental Buffer Block 41 | Milton –
Engineering
Services /
Dev Review | |
| | <ul style="list-style-type: none"> b) Infrastructure <ul style="list-style-type: none"> i) Stormwater Management Block 39 ii) Stormwater Buffer Block 43 iii) All road rights-of-way iv) All 0.3 m reserves, road widenings and daylight triangles as may be required on the plan Blocks 47, 48, and 49-51 v) All Noise Attenuation Blocks that may be required on the plan vi) Window Street Buffer Block , as required | MILTON –
Engineering
Services | |
| | <ul style="list-style-type: none"> c) Parks and Open Space <ul style="list-style-type: none"> i) Community Park Block 38 | MILTON –
Community
Services | |
| 7. | The Owner agrees to provide daylighting triangles/radii at the intersections and inside bends of all streets to the satisfaction of Town Administration. | MILTON –
Engineering
Services | Pre-Servicing |

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| 8. | The Owner agrees to grant all easements or blocks required for drainage and utility purposes, free and clear of encumbrance, to the Town or other appropriate authority. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 9. | The Owner shall provide the Town, together with the final plan, a list of lot, block and road widths, depths (or road length) and areas prepared by an Ontario Land Surveyor, to ensure all lots and blocks meet or exceed the minimum requirements of the approved Zoning By-law. The Owner further agrees to revise the draft plan as may be required in order to comply with all provisions of the approved Zoning By-law. | MILTON –
Dev Review;
Zoning | Final Approval |
| 10. | Prior to any phasing of the subdivision, the Owner shall submit for approval, prior to the final approval of the first phase, a phasing plan indicating the sequence of development, the land area in hectares, the number of lots and blocks in each phase, 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 also be reflected in all engineering reports. | MILTON-
Dev Review;
Engineering
Services;
Community
Services/ CH
/ RMH | Final Approval |
| 11. | Prior to addressing of the subdivision, the Owner shall provide to the Town's GIS Technician a geo-referenced Autocad file of the draft M-plan once all lot and block numbering has been finalized, as well as a plan (paper copy or AutoCad file) showing the primary entrance location of all dwellings on corner lots. Should any changes occur after the initial submission to lot and block configuration or numbering on the draft M-plan or to the entrance location for corner lots, the Owner shall provide to the Town's GIS Technician a new AutoCAD file and a memo outlining the changes. | MILTON –
Dev Review | Final Approval |
| 12. | The Owner agrees to provide to the Town's GIS Technician a geo-referenced AutoCad file of the final registered M-plan with a transmittal certifying the file as being the final registered M-plan. | MILTON –
Dev Review | Final Approval |
| <u>Site-specific conditions</u> | | | |
| 13. | The Owner acknowledges and agrees that Lot 6 has been configured with the objectives of retaining the existing dwelling at 98 Peru Road. The Owner also acknowledges that a demolition permit has been obtained. In the event that the dwelling at 98 Peru Road is demolished, the Owner agrees, through a redline revision, to incorporate Lot 6 into the park block and abutting stormwater management pond block and | MILTON –
Dev Review/
Engineering
Services/
Community
Services | Site Alteration/
Subdivision
Agreement |

environmental buffer block (Blocks 38, 39 and 43) and to adjust the location of the stormwater management block and associated environmental buffer block to the satisfaction of the Town.

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| 14. The Owner agrees that the Heritage Impact Statement, prepared by James Bailey Architect, for the heritage dwelling at 94 Peru Road, listed on the Town's register under Section 27 (1.2) of the Heritage Act, shall be peer reviewed on behalf of the Town, and that the costs of the peer review shall be at the Owner's expense. | MILTON –
Dev Review/
Heritage
Milton | Site Alteration/
Subdivision
Agreement |
| 15. The heritage dwelling at 94 Peru Road is to be secured until such time as the report can be peer reviewed and a final determination made regarding its preservation. The Owner agrees to engage the services of a qualified heritage professional to prepare and submit a Mothballing Plan for the dwelling to the satisfaction of the Town in consultation with Heritage Milton and implement the recommendations of the report. | MILTON –
Dev Review/
Heritage
Milton | Site Alteration/
Subdivision
Agreement |
| Prior to any site alteration, the Owner agrees to secure the dwelling in accordance with the approved Mothballing Plan. | | |
| 16. In the event that the heritage dwelling at 94 Peru Road is not retained on any part of its original site to the satisfaction of the Town in consultation with Heritage Milton, the Owner agrees to convey the site (i.e. the Business Park Area at the southwest corner of Street A and Peru Road) to the Town as Community Park as part of the Owner's parkland dedication obligations. | MILTON –
Dev Review/
Heritage
Milton | Site Alteration/
Subdivision
Agreement |
| 17. Unless otherwise determined by the Town, the Owner agrees that Peru Road along the frontage of the Century Grove lands shall remain open, appropriately signed, accessible and usable by all traffic until such time as new Tremaine Road and Street A, the east/west collector, have been constructed and paved to Regional and Town Standards, made operational, and opened for traffic. | MILTON –
Engineering
Services | Site Alteration/
Subdivision
Agreement |
| 18. Should the Region's projects proceed in advance of the subdivision, the Owner agrees to provide access and easements as required to facilitate the Region's work. In addition, the Owner agrees to obtain the necessary approvals to ensure that the heritage dwelling at 94 Peru Road is preserved and that the subdivision will be serviced as part of the works along Street A. | MILTON –
Engineering
Services/
Dev Review | Site Alteration/
Subdivision
Agreement |
| 19. The Owner agrees that the composite utility plan, street trees and parking requirements may impact the final unit yield of the subdivision. | MILTON –
Engineering
Services | Subdivision
Agreement |

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| 20. The Owner agrees that the resolution of the enhanced streetscape design along Tremaine Road and the window street to the satisfaction of the Town may affect the plan and may affect the plan and/or impact the final unit yield of the subdivision. | MILTON –
Engineering
Services /
Dev Review | Subdivision
Agreement |
| 21. The Owner agrees to reconstruct No. 3 Side Road from Street B to the new Tremaine Road intersection to a 26 metre urban cross-section, in accordance with Town Standard E-5, along the entire frontage of the Century Grove subdivision. This work will include, but not be limited to road base, asphalt, sidewalk(s), boulevards, servicing, traffic signage, pavement markings and landscaping (street trees), in accordance with Town standards and to the satisfaction of the Town. | MILTON –
Engineering
Services | Subdivision
Agreement |

In the event that the external, abutting lands on the east side of Street B benefit from the reconstructed No. 3 Side Road and the Owner enters into an agreement with the Town and pays the relevant fees, the Town will use reasonable efforts, in accordance with its policies and within its jurisdiction, to collect the proportionate share of the costs for the works from the owner(s) of the benefitting lands upon development or redevelopment of those external, abutting lands located on the east of Street B. The Owner acknowledges that they have read the Town's Policy with respect to Enforcement of Cost Sharing among Developing Landowners as contained in Report CS-025-07 and CS-040-07 and the associated resolution.

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| 22. The Owner agrees to reconstruct Peru Road to a 26 metre urban cross-section, in accordance with Town Standard E-5, along the entire frontage of the Century Grove subdivision, except for any portion of Peru Road which is permanently closed by Town of Milton Council. The Owner agrees to reconstruct any existing road it may damage due to its construction activities that may not front or abut their property. This work will include, but not be limited to road base, asphalt, sidewalk(s), boulevards, servicing, traffic signage, pavement markings and landscaping (street trees), in accordance with Town standards and to the satisfaction of the Town. | MILTON –
Engineering
Services | Subdivision
Agreement |
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In the event that the external, abutting lands on the east side of Peru Road benefit from the reconstructed Peru Road and the Owner enters into an agreement with the Town and pays the relevant fees, the Town will use reasonable efforts, in accordance with its policies and within its jurisdiction, to collect

the proportionate share of the costs for the works from the owner(s) of the benefitting lands upon development or redevelopment of those external, abutting lands located on the east of Peru Road. The Owner acknowledges that they have read the Town's Policy with respect to Enforcement of Cost Sharing among Developing Landowners as contained in Report CS-025-07 and CS-040-07 and the associated resolution.

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| 23. | The Owner agrees to consider on-street parking in the servicing of the subdivision, in order to maximize on-street parking. | MILTON – Engineering Services | Pre-servicing |
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Site specific conditions - Environmental Site Assessment

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| 24. | The Owner agrees to remove all underground storage tanks located on the property. A copy of the removal report (if any) must be provided to the Town. | MILTON – Engineering Services/ Dev Review | Pre-servicing |
| 25. | The Owner agrees to decommission all water wells located on the property in accordance with Ontario Regulation 903 and MOE standards. | MILTON – Engineering Services/ Dev Review | Pre-servicing |
| 26. | The Owner agrees to obtain and maintain a Record of Site Condition under Ontario Regulation 153/04 (as amended), using Full Depth Generic Site Condition Standards. A copy of the Record of Site Condition and all reports relied upon to obtain the Record of Site Condition are to be provided to the Town. | MILTON – Engineering Services/ Dev Review | Subdivision Agreement |

Site specific Requirements - Environment

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| 27. | Prior to Final Approval, the Owner shall prepare detailed design drawings and cost estimates for the proposed compensation works within the Sixteen Mile Creek valley lands on the subject lands, to the satisfaction of the Town and Conservation Halton. The Owner further agrees to secure the costs in the subdivision agreement to the satisfaction of the Town, unless secured in an earlier agreement. | MILTON – Engineering Services/ Dev Review | Subdivision Agreement |
| 28. | Prior to final approval, a site alteration permit, or a pre-servicing agreement for the subject lands, and prior to the preparation of detailed design drawings for the restoration and enhancement areas, the Owner agrees to prepare a Restoration Plan in accordance with the Subwatershed Impact Study for Areas 1, 2 and 4 and the Indian Creek and Sixteen Mile Creek Subwatershed Management Study. The Restoration Plan shall be prepared by a qualified consultant to the satisfaction of the Town of Milton and Conservation Halton. The Owner agrees | MILTON – Engineering Services/ Dev Review/ CH | Site Alteration/ Subdivision Agreement |

that the Restoration Plan shall be peer reviewed on behalf of the Town, and that the costs of the peer review shall be at the Owner's expense.

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| <p>29. The Owner agrees that the Restoration Plan shall outline restoration and enhancement measures for SIS Areas 1 and 2 to be undertaken by the Owner, including the following:</p> <ul style="list-style-type: none"> a) Identification of opportunities and constraints for the restoration and enhancement areas identified in the SIS, including, but not limited to, the presence of invasive species, plantation conversion, wetland restoration, the presence and/or habitat opportunities for Monarch butterflies and Species of Special Concern; b) Goals and detailed objectives for the restoration and enhancement areas; c) Invasive species management measures and timing of implementation; d) Target communities for restoration of the restoration and enhancement areas (including the existing cultivated lands within Sixteen Mile Creek), including habitat creation for other Species of Special Concern and detailed implementation and management measures, i.e. seeding, nucleation planting, reforestation, phased succession, edge plantings; e) Concept plans showing construction limits, access routes, proposed grading, seed mixes, species lists with size/condition of plant material, and habitat structures, for each of the restoration and enhancement areas; f) Performance standards for successful invasive species management and successful implementation of restoration and enhancement measures; | <p>MILTON –
Engineering
Services/
Dev Review/
CH</p> | <p>Subdivision
Agreement</p> |
| <p>30. Prior to Final Approval, the Owner agrees to prepare and submit detailed design drawings, details and cost estimates in accordance with the approved Restoration Plan and Town standards, to the satisfaction of The Town of Milton and Conservation Halton.</p> | <p>MILTON –
Engineering
Services/
Dev Review/
CH</p> | <p>Subdivision
Agreement</p> |
| <p>31. The Owner agrees to prepare and submit a comprehensive Monitoring and Adaptive Management Plan for SIS Areas 1 and 2 to the satisfaction of the Town of Milton and Conservation Halton. The Monitoring and Adaptive Management Plan shall outline all monitoring and adaptive management measures to be undertaken as a result of works associated with SIS Areas 1 and 2 and outline all associated costs to the satisfaction of the Town of Milton and Conservation</p> | <p>MILTON –
Engineering
Services/ CH</p> | <p>Subdivision
Agreement</p> |

Halton.

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| 32. | All costs associated with the preparation and implementation of the Restoration Plan, including report(s), concepts, detailed design drawings, specifications, implementation and construction, shall be at the Owner's expense. | MILTON –
Engineering
Services/ CH | Subdivision
Agreement |
| 33. | All costs associated with the preparation and implementation of the Monitoring and Adaptive Management Plan, including report(s), monitoring and adaptive management measures, shall be at the Owner's expense. | MILTON –
Engineering
Services/ CH | Subdivision
Agreement |

Site specific conditions – NW-2-G1

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|-----|---|---|------------------------|
| 34. | The Owner acknowledges that regulated habitat for Redside Dace includes the meander belt for the watercourse and 30 metres on the east side of the meander belt adjacent to the existing industrial lands. Adjacent to the existing industrial lands east of Peru Road, the Owner agrees to provide the 30 metres from the east limit of the meander belt on their own land and, subject to Council approval, on the Peru Road right-of-way, in such a way that no portion of the Redside Dace habitat will be located on the Granite lands beyond that which exists today. No portion of a required setback or buffer will be located on the Granite lands beyond that which exists today, but may be accommodated within the 30 metres from the meander belt, subject to MNR, Town of Milton and Conservation Halton approval. | MILTON –
Engineering
Services /
Dev Review | Site Alteration |
|-----|---|---|------------------------|

In addition, the Owner acknowledges that regulated habitat for Redside Dace also includes lands located immediately west of the watercourse, as approved by MNR, which lands are captured by Watercourse Block 40 and the 7.5m Buffer Block 42, as shown on the Draft Plan.

- | | | | |
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| 35. | The Owner acknowledges that a permit from the Ministry of Natural Resources (MNR) must be obtained for the realignment of the NW-2-G1 watercourse and that MNR may require that a wider corridor be provided than currently shown. The Owner acknowledges that this may require that the Business Park block be shifted to the west. | MILTON –
Engineering
Services /
Dev Review | Site Alteration |
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Alternatively, if a wider corridor is not required and the Town consents to the use of a 3 metre road widening block on the east side of Peru Road, the Owner will, subject to the

approval of MNR, shift the corridor to the east and widen the Business Park Block by 3 metres along its entire length.

Prior to a pre-servicing permit and/or final approval, the Owner agrees to adjust the location of the westerly boundary of the creek block and the associated environmental buffer block in accordance with MNR requirements and to the satisfaction of the Town, if required.

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| 36. Should the Owner construct or be responsible for the construction of the NW-2-G1 creek realignment, the Owner agrees to enter into a separate agreement with the Town for the construction of the realigned watercourse adjacent to or over the Peru Road right-of-way. This agreement shall include securities and indemnification clauses and the Owner shall hold harmless the Town. | MILTON –
Engineering
Services /
Dev Review | Site Alteration |
| <u>Site specific conditions - Noise</u> | | |
| 37. The Subdivision Agreement shall contain a provision confirming that the Owner acknowledges and agrees that the methodology and assumptions agreed to and defined in the Noise Methodology and Assessment Criteria attached as Schedule E of the Minutes of Settlement entered into with Magna, Granite, Stronach Trust, and the Town shall be used as the basis for the preparation of all Noise Impact Studies, and that the Noise Impact Studies will be prepared in accordance with the Minutes of Settlement. | MILTON –
Engineering
Services /
Dev Review | Subdivision Agreement |
| 38. Prior to final approval, the Owner agrees to convey environmental easements to Granite and Stronach Trust, the owners of existing industrial lands east of Peru Road. | MILTON –
Engineering
Services /
Dev Review | Final Approval |
| 39. The Subdivision Agreement shall contain a provision confirming that the Owner agrees to register restrictive covenants over the property in favour of Granite and Stronach Trust, the owners of existing industrial lands east of Peru Road in accordance with the Minutes of Settlement entered into with Magna, Granite, Stronach Trust, and the Town, these conditions, and the terms of the Subdivision Agreement. | MILTON –
Engineering
Services /
Dev Review | Subdivision Agreement |
| 40. The Subdivision Agreement shall contain a provision confirming that the Owner agrees that the traditional inhibiting order to be registered against the property upon | MILTON –
Engineering
Services / | Subdivision Agreement |

- registration of the plan of subdivision shall not be lifted until such time as, inter alia, the seven (7) Restrictive Covenants referenced in the Minutes of Settlement entered among Magna, Granite, Stronach Trust, and the Town are registered in accordance with the provisions contained in the Minutes of Settlement.
- Dev Review
41. The Owner acknowledges and agrees that all Noise Impact Studies and any written confirmations by an acoustical engineer shall be peer reviewed by a peer reviewer selected by the Town. The Owner agrees to pay for the cost of the peer review.
 - MILTON – Engineering Services / Dev Review
 - Subdivision Agreement
 42. The Owner acknowledges and agrees that all Noise Impact Studies, (inclusive of the current draft plan, house designs and electronic noise modelling files) will be forwarded to Magna, Granite and Stronach Trust upon submission to the Town in draft or otherwise for review prior to final approval, during which time Magna, Granite and Stronach Trusts may provide comments to the Town.
 - MILTON – Engineering Services / Dev Review
 - Subdivision Agreement
 43. The Owner acknowledges and agrees to provide written confirmation by a qualified acoustical engineer that the required noise mitigation on the townhouse blocks, Blocks 7 to 14, have been constructed in accordance with an approved noise study, the minutes of settlement and the private agreements.
 - MILTON – Engineering Services / Dev Review
 - Subdivision Agreement
 44. The Owner acknowledges and agrees that notwithstanding the Class 4 classification, the residential development shall be designed in a manner to satisfy Class 1 requirements and minimizes noise penetration to the interior of the development and incorporates best practices with respect to noise mitigation.
 - MILTON – Engineering Services / Dev Review
 - Subdivision Agreement
 45. Prior to final approval, the Owner shall submit a detailed Noise Impact Study, including electronic noise modelling files, to the Town to confirm that the final designs and plans will result in compliance with the applicable noise guidelines. The plan for which the Noise Impact Study is based on will include final grading information.
 - MILTON – Engineering Services / Dev Review
 - Final Approval
 46. Prior to issuance of building permits, the Owner agrees that the acoustical engineer who prepared the approved Noise Impact Study shall confirm that the final designs and plans will result in compliance with the applicable noise guidelines
 - MILTON – Engineering Services / Dev Review
 - Subdivision Agreement

and the updated Noise Impact Study, as approved.

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| 47. | The Owner agrees to implement all recommendations of the approved Noise Impact Study(s) to the satisfaction of the Town. | MILTON –
Engineering
Services /
Dev Review | Subdivision
Agreement |
| 48. | The Owner agrees to submit a detailed Noise Impact Study to the satisfaction of the Town. This Noise Impact Study shall include revised calculations on window glazing and façade construction requirements to address transportation noise from Highway 401 and new Tremaine Road, and shall outline the wall and window constructions required to ensure that the applicable indoor noise guideline limits are met. The acoustical rating of the glazing elements including frames must be supported by test results from an accredited laboratory, provided in the detailed Noise Impact Study. | MILTON –
Engineering
Services /
Dev Review | Final Approval |
| 49. | The Owner agrees that all other noise barriers (berms and noise walls) constructed to address transportation noise shall be constructed in compliance with the requirements of the Town’s Engineering and Parks Standards, as revised, and Regional requirements. | MILTON –
Engineering
Services /
Dev Review | Subdivision
Agreement |
| 50. | Prior to Building Permit issuance, the Owner agrees to provide confirmation by a qualified acoustical consultant, who is a professional engineer, that the drawings submitted for Building Permit are showing the required noise mitigation measures, and to provide signed acknowledgements by the purchasers of the residential dwellings that they have read and understand the noise warning clauses. | MILTON –
Engineering
Services /
Dev Review | Subdivision
Agreement |

In addition to any Building Permit application requirements, the Owner agrees to provide four (4) additional copies of the plans, certifications and acknowledgement agreements to the Town for Magna, Granite and Stronach Trust.

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| 51. | Prior to Occupancy of a dwelling identified in the Noise Impact Study as requiring special noise mitigation measures, the Owner agrees to provide confirmation by a qualified acoustical consultant, who is a professional engineer, that the required noise mitigation measures have been satisfactorily completed and/or installed. | MILTON –
Engineering
Services /
Dev Review | Subdivision
Agreement |
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| 52. | The Owner acknowledges and agrees that residential blocks and
1321387 Ontario Inc., Valleygrove Estates, and
Milton Meadows Properties Inc.
24T-07003/M
Version: July 28, 2014 | MILTON – | Subdivision |
|-----|---|-----------------|--------------------|

all lots on the draft approval include a warning clause registered on title informing them that Street A, Street B and No. 3 Side Road are expected to have truck traffic to and from the Business Park areas.

**Engineering
Services /
Dev Review**

Agreement

B. Studies and Reports

General Requirements

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| 1. | All studies, implementation of recommendations, as required by the appropriate authority, and any other obligations required as a result of the granting of draft plan approval shall be at the sole cost of the Owner. | MILTON –
Engineering
Services | Final Approval |
| 2. | All reports shall be submitted to the Planning and Development Department with sufficient copies for circulation to all relevant agencies. | MILTON –
Dev Review | Final Approval |
| 3. | The Owner acknowledges and agrees that the registration of the subdivision shall be phased based upon the recommendations of the approved studies and reports. | MILTON –
Engineering
Services | Final Approval |
| 4. | The Owner agrees to update all studies and reports as may be required as a result of any change in the rate of development from the rate upon which the studies and reports were based. Registration of any subdivision or phase thereof shall not proceed in the absence of the completion of any required Town or Regional capital project. | MILTON –
Engineering
Services /
RMH | Final Approval |
| 5. | The Owner agrees to implement the recommendations from the approved reports in the detailed design process to the satisfaction of the Town Administration. All reports and studies must conform to the Draft Plan of Subdivision, noted in these conditions of draft approval. The reports must be approved prior to the approval of the Engineering and/or relevant Landscape submission. | MILTON –
Engineering
Services;
Community
Services;
Dev Review /
CH / RMH | Pre-Servicing |

Engineering and Environmental

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| 6. | The Owner agrees to have prepared by a qualified consulting Engineer(s) and submitted to the Town Administration for approval, the following reports, based on terms of reference as approved by the Town Administration. The reports must comply with the conditions listed above under General Requirements. | MILTON –
Engineering
Services | Pre-Servicing |
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| a) <u>SHERWOOD</u> | MILTON – Engineering Services; CH | Site Alteration |
| <p>Subwatershed Impact Study (SIS), to be completed in conformity with the approved (Sherwood) Indian Creek / Sixteen Mile Creek Subwatershed Management Study, Areas 2 and 7 dated December 2004 and the Conceptual Fisheries Plan dated December 2004 by Phillips Engineering Ltd. The report must be to the satisfaction of the Town and the Halton Region Conservation and must address quality and quantity issues for post-development flows up to and including the Regional and 100-year storms via overland flow routes. The Report will describe in detail the means whereby stormwater will be conducted from the site to a receiving body, and also the means whereby erosion, sedimentation and their effects will be contained and minimized on the site both during and after the construction period. This report must be in conformance with the Terms of Reference as outlined within the Town of Milton's latest edition of the Engineering and Parks Standards Manual.</p> <p>In addition, the appropriate permits will be required from Conservation Halton pursuant to Ontario Regulation 162/06, as amended (the Fill, Construction and Alteration to Waterways Regulation) for any works below the Fill Line, the Regulatory floodline or within the watercourse.</p> | | |
| b) A Fisheries Compensation Plan for the subject property, in conformity with the overall Conceptual Compensation Plan, to the satisfaction of the Department of Fisheries and Oceans. | MILTON – Engineering Services / CH | Site Alteration |
| c) The Owner agrees to prepare and implement an Environmental Impact Study as per the requirements of applicable subwatershed study, to the satisfaction of Conservation Halton and the Town of Milton; | MILTON – Dev Review / Engineering Services; CH | Site Alteration |
| d) Functional Servicing Report and a detailed stormwater management report to the satisfaction of Conservation Halton and the Town of Milton; | MILTON – Engineering Services; RMH; CH | Site Alteration |
| e) Siltation Report (Sediment and Erosion Control Plan), to provide recommendations for the control of erosion and siltation prior to and during all phases of construction and to address siltation and erosion control issues specific to the site. No grading or soil disturbance is permitted prior to the approval of the sediment and erosion control plan. | MILTON – Engineering Services; CH | Site Alteration |

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| f) | The Owner agrees to prepare a Slope Stability Assessment , to the satisfaction of Conservation Halton. The Owner must demonstrate that the appropriate setbacks from the hazards have been applied and the draft plan may need to be redlined accordingly to the satisfaction of Conservation Halton and the Town of Milton; | CH | Site Alteration |
| g) | Structural Integrity Analysis of the external roads and their culverts (bridges) as required by Engineering Services. The report must assess the load bearing structure of the road bed and the condition of the culvert(s) to sustain the construction and development traffic. The conclusion of the analysis may result in the culvert(s) being removed and replaced and/or the road bed being reconstructed to current Town of Milton standards at the Developers cost. | MILTON –
Engineering
Services | Site Alteration |
| h) | Stormwater Management Implementation Report that demonstrates the design details of the stormwater management facility. This report must be in conformance with the approved SIS. | MILTON –
Engineering
Services; CH | Pre-servicing |
| i) | Geotechnical Report , to address the potential impact of groundwater and slope stabilization, to provide recommendations for the pavement design of internal/external roads, requirements for subdrains and design information for building foundations. The report must assess the structural integrity of external roads and their culvert(s) and bridges as required by Engineering Services to assess the load bearing structure of the roadbed and culvert(s) to sustain the impact the construction and development traffic will have. If it is found that the external road does not have sufficient structural integrity to accommodate the development construction traffic, then the report must note the required road construction improvements required in order to accommodate the construction traffic accessing the development and its associated cost estimate. | MILTON –
Engineering
Services | Pre-Servicing |
| j) | Environmental Site Assessment and Remediation Report , to assess real property to be conveyed to the Town to ensure that such property is free of contamination. If contamination is found, the consultant will determine its nature and the requirements for its removal and disposal at the Owner's expense. Prior to the registration of the plan, the consultant shall certify that all properties to be conveyed to the Town are free of contamination. The | MILTON –
Engineering
Services;
RMH | Pre-Servicing |

Owner acknowledges that the suitability of the land for the proposed uses is the responsibility of the landowner, and that prior to the final approval of the plan, the Owner will have a Phase 1 Environmental Assessment and any other subsequent Phases required, undertaken by a qualified professional engineer for approval by the Town, (Halton Region's Senior Environmental Planner) to ensure that the land is suitable for the proposed uses. If in the opinion of the professional engineer, the Environmental Audit indicates the land may not be suitable for the proposed uses as a result of contaminants that may be on the site, the engineer shall advise the Ministry of Environment and the Owner shall undertake to do further investigative studies and complete all work required to make the lands suitable for the proposed uses.

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| <p>k) Environmental Site Assessment and Remediation Report, to assess <u>all park and open space blocks</u> to be conveyed to the Town to ensure that such property is free of contamination. If contamination is found, the consultant will determine its nature and the requirements for its removal and disposal at the Owner's expense. Prior to the registration of the plan, the consultant shall certify that all properties to be conveyed to the Town are free of contamination. The Owner acknowledges that the suitability of the land for the proposed uses is the responsibility of the landowner, and that prior to the final approval of the plan, the Owner will have a Phase 1 Environmental Assessment and any other subsequent Phases required, undertaken by a qualified professional engineer for approval by the Town, (Halton Region's Senior Environmental Planner) to ensure that the land is suitable for the proposed uses. If in the opinion of the professional engineer, the Environmental Audit indicates the land may not be suitable for the proposed uses as a result of contaminants that may be on the site, the engineer shall advise the Ministry of Environment and the Owner shall undertake to do further investigative studies and complete all work required to make the lands suitable for the proposed uses.</p> | <p>MILTON –
Community
Services;</p> | <p>Pre-Servicing</p> |
| <p>l) Transportation Impact Study, to address vehicular and pedestrian site access, bike pathways, the potential impact on the existing road network, warrants for traffic signage, location of no parking signage, pedestrian routing plan, traffic signage, traffic calming measures, justification of the</p> | <p>MILTON –
Engineering
Services /
RMH</p> | <p>Pre-Servicing</p> |

road right-of-way widths and transit routes as well as providing an assessment of traffic impacts from the subject lands and surrounding development. The study shall address the proposed and existing road network to the satisfaction of the Engineering Services Department. The report shall be in conformity with the Terms of Reference as outlined in the latest Engineering and Parks Standards Manual and the Region of Halton Traffic Impact Study Guidelines. Further, the Owner agrees to pay 100% of costs for any external road works required to facilitate the development, traffic signals and servicing required that are not considered under the Development Charges By-law.

Note: The consultant must take into consideration the EA Study (March 1999) which was completed for the proposed James Snow Parkway extension by McCormick Rankin Corp. The consultant must review this EA Study and conform to all transportation and planning related requirements contained in the document. A copy can be obtained from the Town of Milton Planning & Development Department.

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| m) The Owner shall submit overall Street Parking Plans for typical blocks indicating proposed driveway locations, location of no parking signs, pedestrian routing, warrant location of traffic signage/lights, and on-street parking spaces, in order to ensure that sufficient area is provided for on street parking prior to execution of a pre-servicing agreement. | MILTON –
Engineering
Services | Pre-Servicing |
| n) Pedestrian Routing Plan is to be submitted for the entire subdivision in order to confirm sidewalk locations relative to pedestrian destinations, and if there are locations, where just one sidewalk is justified for local roads. | MILTON –
Engineering
Services | Pre-Servicing |
| o) Noise Impact Report to the joint satisfaction of Town Administration and the Region of Halton, to address potential noise and/or vibration emissions adjacent to the site, their impact, and the means of reducing the impact to an acceptable level and to implement, at the Owner's expense, the noise controls recommended in the approved report and provide the necessary warning clauses as set out in the report to the satisfaction of the Town of Milton and the Region of Halton Senior Environmental Planner. This Noise Study will assess the effects of vehicular noise along the corridors adjacent to the plan and provide | MILTON –
Engineering
Services /
RMH | Pre-Servicing |

recommendations for the control of noise in accordance with Ministry of Environment and Energy Guidelines.

A final study must be prepared based on the final grading plans for the subdivision. This study should include correspondence from the Town of Milton and the Region of Halton Transportation divisions indicating concurrence with traffic projections. The study should also include section views of key areas identifying elevations of noise sources, receivers and noise walls.

The Region of Halton must provide final approval of material, design and locations prior to the finalization of plans. Any noise walls adjacent to Regional roads will be located on the right of way a minimum of 0.3 metres from the property line. The initial cost of installing the wall shall be the sole responsibility of the developer. The noise barrier system (material and installation) must be guaranteed for a minimum period of two (2) years from the date of inspection following installation. A letter of credit for 100% of the costs of the noise wall (material and installation costs) must be secured.

The developer may apply for Halton to assume the regional works after the two (2) year maintenance period. Following completion of an inspection of the works after the two (2) year period, the Region of Halton may assume responsibility for the future maintenance of the regional works. All affected lots shall be deemed unsuitable for building until the above has been satisfied.

Vegetation Management Plans

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| 7. | The Owner agrees to have prepared by a qualified consultant and submitted to Town Administration for approval, the following reports, based on terms of reference as approved by the Town and/or Conservation Halton. | MILTON –
Community
Services;
Engineering
Services;
Dev Review /
CH | Site Alteration/
Pre-Servicing |
| a) | Tree Preservation Plan to the satisfaction of Conservation Halton and Town Administration, which shall consist of a Tree Inventory and Assessment, in conjunction with engineering grading and streetscaping plans, to locate and identify existing trees, hedgerows and woodlots, evaluate the potential for preservation, identify opportunities for | MILTON –
Community
Services;
Engineering
Services;
Dev Review /
CH | Site Alteration |

transplanting existing trees into open space areas, indicate proposed tree removals and specify replacement trees, make satisfactory provisions for the preservation of any existing trees where identified for retention and show the proposed means and extent of tree protection. The Owner agrees that any trees identified for preservation which are removed or damaged as a result of construction activity shall be replaced with an equivalent value of tree planting to be determined by Town Administration.

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| <p>b) Vegetation Assessment and Management Plan prepared by an ISA Certified Arborist or Registered Professional Forester to address forestry management and monitoring strategies for all preserved vegetation, including but not limited to grading (to match surrounding grades), woodlot edge preparation and monitoring, compensatory plantings (species, quantity, condition and size), protective fencing (locations and detail), permanent fencing (location and detail), a work schedule, cost estimate, identification of suitable pedestrian trail locations, an assessment of the possible impacts from the proposed development, and mitigation works to address these impacts. Upon approval of the report by the Conservation Authority and Town Administration, the Owner further agrees to implement the recommendations contained therein.</p> | <p>MILTON –
Community
Services;
Engineering
Services;
Dev Review /
CH</p> | <p>Site Alteration</p> |
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Cultural Heritage Resources

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| <p>8. The Owner shall carry out a heritage resource assessment of the property at 94 Peru Road prior to the issuance of a site alteration permit and, if recommended, mitigate/salvage/excavate any significant heritage resources to the satisfaction of the Regulatory Operations Group of the Ministry of Citizenship and Culture. No grading or other soil disturbance shall take place on the subject property prior to the letter of release from the Regulatory Operations Group of the Ministry of Citizenship and Culture.</p> | <p>MCZCR</p> | <p>Site Alteration
Permit</p> |
| <p>9. The Owner acknowledges that designated, listed and/or inventoried heritage resource(s) are located on the subject property known municipally as 94 Peru Road, and that the recommendations of the approved Heritage Impact Assessment with respect to the conservation, relocation and/or adaptive reuse of the heritage resource are complied with to the satisfaction of Town Administration in consultation with Heritage Milton. The Owner agrees, at its sole cost and</p> | <p>MILTON –
Dev Review</p> | <p>Site Alteration
Permit</p> |

expense, to implement the recommendations of the approved Heritage Impact Assessment report and to post the required security to ensure that the required conservation, relocation and/or adaptive re-use works are implemented to the satisfaction of the Town. The securities shall be included in and form part of the subdivision agreement process or such other process which may be agreed to by the Town for the subject lands, such as but not limited to a site alteration process or a pre-servicing agreement process. If an alternative process is approved by the Town, such as the site alteration permit process or a pre-servicing agreement, then the securities required by the Town in connection with the Heritage Home shall be provided to the Town in such alternative process.

Architectural Control/ Urban Design

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| 10. The Owner agrees to provide to the satisfaction of Town Administration, Architectural Control Guidelines in conformity with the Secondary Plan and Implementation Strategy, prepared by a qualified consultant prior to the passing of the implementing Zoning By-law, to address but not be limited to, streetscape, architectural form and façade, setbacks and other design issues unique to the proposed development and to identify priority lots. | MILTON –
Dev Review | Zoning By-law/
Subdivision
Agreement |
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Once the Architectural Control Guidelines are approved, the Owner agrees that the Control Architect will stamp (with a stamp for this specific purpose and not a seal of practice) and sign the final site plans prior to submission of plans for building permit. The Owner further agrees to thereafter develop their lands and buildings in accordance with the approved guidelines and acknowledges that no building permit will be issued for a building or structure that is not consistent with the approved urban design guidelines.

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| 11. The Owner agrees that the Architectural Control Guidelines will address appropriate mitigation measures for any Utility Equipment Structures to be located within the plan to ensure that the visual impact of such structures on the streetscape and adjacent land uses is minimized. | MILTON –
Dev Review | Subdivision
Agreement |
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C. Subdivision Agreement

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| 1. The Owner acknowledges and agrees in writing that he has read the Town's standard subdivision agreement and understands that, upon execution of such agreement, will be bound by the | Site Alteration
/ Pre-Servicing |
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terms, conditions and requirements set out therein.

2. The Owner acknowledges that they may be required to remit Perpetual Maintenance Fees to the Town for the long-term maintenance of Infrastructure that is proposed to be located on current or future Town Owned Lands. Infrastructure for the purpose of calculating Perpetual Maintenance Fees includes all works proposed by the Owner that are above and beyond the base standard requirements identified in the Town's Engineering and Parks Standards Manual.

Final Approval

Conditions below are included as standard clauses within the Town's Subdivision Agreement.

3. Prior to final approval of the plan, the Owner shall enter into a Subdivision Agreement with the Town of Milton to satisfy all requirements, financial and otherwise to the satisfaction of Town Administration, including but not limited to, the provision of roads and the installation of services, utilities and drainage and this agreement is to be registered on title to the lands within three years of the date of Draft Approval, failing which, Draft Approval shall lapse unless extended by the Director of Planning and Development for the Town of Milton.

Final Approval

4. The Owner acknowledges and agrees that building permits may not be available for some lots and/or blocks located on roads that are to be extended into a neighbouring plan or where only a portion of the road allowance is under the control of the Owner.

Subdivision Agreement

5. The Owner agrees that no work, including but not limited to grading or filling, will occur on the lands until such time as the Owner has obtained a Site Alteration Permit or has entered into a Pre-servicing Agreement or Subdivision Agreement with the Town of Milton. In addition, no works are permitted within a Regional right-of-way without the applicable regional permit(s).

Site Alteration

6. The Owner agrees to deposit mylars and/or digital discs of the registered plan of subdivision to the satisfaction of the Town of Milton, 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.

Final Approval

7. The Owner shall provide to the Town postponements of any outstanding encumbrances in favour of the subdivision

Subdivision Agreement

agreement with the Town.

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| 8. | The Owner agrees to submit a copy of the updated parcel register when survey plans are submitted for the preparation of the subdivision agreement. | Subdivision Agreement |
| 9. | The Owner hereby covenants and agrees to deliver to the Town, within 90 days of registration of the Plan: | Subdivision Agreement |
| | <ul style="list-style-type: none"> a) a table, in form and content acceptable to the Town and certified accurate by an Ontario Land Surveyor, setting out the area of all lands to be dedicated to the Town, including rights of way; b) for land in the right of way (roads), a table, in form and content acceptable to the Town, setting out the MPAC appraised value of land adjacent to the right of way as of the registration date. The average assessed value of adjacent land will be deemed to be the value of the land under roads; c) for all other land, a table, in form and content acceptable to the Town, setting out the MPAC appraised value of each individual parcel of land to be dedicated to the Town as of the registration date. | |
| 10. | The Town reserves the right to request a certificate, in form and content acceptable to the Town and certified accurate by an appraiser designated by the Appraisal Institute of Canada as an AACI, setting out the fair market value of any parcel of land to be dedicated to the Town. | Subdivision Agreement |

D. Draft Plan Conditions by Agency

Corporate Services

General requirements

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| 1. | The Owner agrees to pay all arrears of taxes outstanding against the Lands. The Owner further undertakes and agrees to pay all taxes levied or to be levied on the Lands in accordance with the last revised assessment roll and supplementary/omitted assessment listings until such time as the Lands have been assessed and entered on the Collector's Roll according to the Plan. The Owner agrees to pay municipal taxes for the full year in which any transfer of Lands within the Plan or any part | MILTON – Corporate Services - Tax | Final Approval |
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thereof takes place if such transfer results in the Lands being exempt from taxation for any part of that year unless the Town received grants-in-lieu of taxes which would otherwise be payable or unless the transfer is to the Town.

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| 2. | The Owner agrees to commute and pay all charges with respect to existing local improvements and other charges registered on the tax rolls assessed against the Land. | MILTON –
Corporate
Services -
Tax | Final Approval |
| 3. | The Owner agrees that the draft plan shall not be registered unless the Owner is party to the Phase 2C Financial Agreement dated February 27, 2006 made between the Phase 2C Landowners and the Town of Milton and/or any amending or successor agreement. The Owner further agrees to meet all obligations, financial or otherwise, as outlined in said Agreement(s). | MILTON –
Corporate
Services | Final Approval |
| 4. | The Owner agrees that prior to final approval of the Plan, the Trustee for the Sherwood Survey Landowners (Phase 2C) shall provide the Town of Milton with a letter indicating that the Owner has fulfilled all cost sharing and other obligations of the Sherwood Survey Landowners Agreement(s). | MILTON –
Corporate
Services | Final Approval |

Conservation Authority Requirements

Ontario Regulation 162/06

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| 1. | The owner shall obtain a Permit from Conservation Halton, pursuant to Ontario Regulation 162/06, for any works (i.e., grading, filling, structures) within Conservation Halton's regulated area including, but not limited to, the realignment of Watercourse NW-2G-1, road and/or servicing crossings of Watercourse NW-2G-1, trail construction and stormwater outfalls; (Site Alteration) | CH | Site Alteration |
| 2. | The Owner shall prepare and implement a Habitat and Restoration Plan for the Sixteen Mile Creek valley, to the satisfaction of Conservation Halton. Prior to preparing the Plan, the Owner shall organize a site visit and design workshop(s) with Conservation Halton and the Town of Milton to prioritize the required habitat creation, restoration and planting plans within the valley feature outlined in the SIS; (prior to Registration) | CH | Final Approval |
| 3. | The owner shall revise the design drawings and the draft plan, if necessary based on the design drawings, to provide | CH | Pre-servicing |

for a 7.5m lot line setback along the entire length of the valley feature associated with the realigned NW-2G-1 watercourse. The lot line setback must begin at the top of bank of the watercourse corridor on the Century Grove draft plan lands. The 7.5m lot line setback must be no greater than a 2% grade unless otherwise approved by the Town of Milton and Conservation Halton. The design drawings must be revised to ensure that the 7.5m limit does not encroach any further onto the Magna lands than Conservation Halton's regulated limit already encroaches, without permission from the landowner. This may necessitate a revision to the draft plan, to the satisfaction of Conservation Halton; (prior to Pre-Servicing)

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| 4. | The owner shall make best efforts to revise the draft plan to shift the alignment of the Street A and Tremaine Road intersection slightly to the north such that the future intersection on the west side of Tremaine Road will be entirely outside of the 15 metre valleyland setback, in consultation with Conservation Halton, Region of Halton and Town of Milton. If, based on best efforts, the alignment cannot be shifted such that the entire intersection is removed from the 15m valleyland setback, the owner will work with Royal Park North to identify additional compensatory planting areas on the Royal Park North or Century Grove lands, in-keeping with the net gain requirements of the SIS, to the satisfaction of Conservation Halton; (prior to Pre-Servicing) | CH | Pre-servicing |
| 5. | The owner shall obtain written permission from Magna/Stronach/Granite for the addition of any regulated area (either associated with Ontario Regulation 162/06 or the <i>Endangered Species Act</i>) on their property as a result of the watercourse realignment. If such permission is not received, the watercourse block will be shifted to the west to the satisfaction of Conservation Halton, the Ministry of Natural Resources and the Town of Milton, and the draft plan modified accordingly; (prior to Site Alteration) | CH | Site Alteration |
| 6. | The owner shall design the NW-2G-1 watercourse realignment to the satisfaction of Conservation Halton and the Ministry of Natural Resources. Any changes required to the width of the watercourse block shall be accommodated on the Century Grove lands; (prior to Site Alteration) | CH | Site Alteration |
| 7. | The owner shall develop a hydrologic model for NW-2G-1 that incorporates the modelling prepared as part of the Emery Draft Plan of Subdivision located north of Highway | CH | Pre-servicing |

401; (prior to Pre-Servicing)

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| 8. | The owner shall undertake no re-grading of lands or stockpiling of fill within 15 metres of the watercourse blocks and stormwater management pond without prior written approval of Conservation Halton; (Site Alteration) | CH | Site Alteration |
| 9. | The owner shall design, construct, and have in operation, all necessary flood control structures prior to the issuance of any building permits; | CH | Final Approval |
| 10. | The owner agrees that no fill from the site may be dumped on or off-site in an area regulated by a Conservation Authority without the prior written permission of the appropriate Conservation Authority; (Site Alteration/Subdivision Agreement) | CH | Site Alteration/
Subdivision
Agreement |

Servicing and Stormwater Management

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| 11. | The owner shall prepare and implement a Functional Servicing Report and a detailed stormwater management report to the satisfaction of Conservation Halton and the Town of Milton and make any necessary redline revisions to the draft plan; (Pre-Servicing) | CH | Pre-servicing |
| 12. | The owner shall complete two years of baseline temperature monitoring for the Main Sixteen Mile Creek to the satisfaction of Conservation Halton. The measured baseline temperature will determine the appropriate stormwater management effluent design target designed to ensure there are no negative impacts to aquatic habitat within the receiving watercourse to the satisfaction of Conservation Halton; (prior to Site alteration/within the Subdivision Agreement) | CH | Site Alteration/
Subdivision
Agreement |
| 13. | The owner shall design, construct, and have in operation (including established vegetation) all watercourse and stormwater management blocks to the satisfaction of Conservation Halton and the Town of Milton; (Registration) | CH | Final Approval |

Grading

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| 14. | The owner shall submit grading plans for all lots and blocks backing onto the watercourse blocks and stormwater management pond to the satisfaction of Conservation Halton and the Town of Milton; (Site Alteration) | CH | Site Alteration |
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| 15. The owner agrees that if it is determined through detailed design that grade changes are required in order to accommodate development of lots/blocks adjacent to watercourse blocks and/or the stormwater management pond, this grade change must be accommodated outside of the buffer block and the lot lines adjusted accordingly, to the satisfaction of Conservation Halton and the Town of Milton; (Subdivision Agreement) | CH | Subdivision Agreement |
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Sediment and Erosion Control

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| 16. The owner shall prepare and implement a report outlining erosion and siltation controls measures required prior to and during the construction phases of the subdivision (i.e. earthworks, servicing and building construction) to the satisfaction of Conservation Halton and the Town of Milton; (Site Alteration) | CH | Site Alteration |
| 17. The owner shall submit monthly sediment and erosion control reports during construction to the satisfaction of Conservation Halton and the Town of Milton; (within Subdivision Agreement) | CH | Subdivision Agreement |
| 18. The owner agrees that any exposed soil within a watercourse block, either as a result of realignment or rehabilitation works, will be seeded or otherwise stabilized within 24 hours of exposure to minimize the transport of sediment downstream; (Subdivision Agreement) | CH | Subdivision Agreement |

Fencing

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| 19. The owner shall erect a suitable temporary barrier to work fence prior to and during construction or regrading along the rear of blocks adjacent to the watercourse block and stormwater management pond; (Site Alteration) | CH | Site Alteration |
| 20. The owner shall install a black vinyl coated chain link fence to the Town's height standards along the common boundary line, setback on the Town of Milton's property, between the watercourse buffer block, stormwater management block and the abutting lots and/or blocks; (prior to Registration) | CH | Final Approval |

Studies/Plans

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| 21. The owner shall prepare and implement a landscape plan, utilizing only native, non-invasive species, for the stormwater management facility, watercourse blocks and buffer blocks to | CH | Site Alteration |
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the satisfaction of Conservation Halton and the Town of Milton;
(prior to **Site Alteration**)

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| 22. | The owner shall prepare and implement a detailed Groundwater Management Plan to the satisfaction of both the Town and Conservation Halton to: address how groundwater will be handled during all phases of construction; both discharge water quality and quantity; to provide maps that illustrate the discharge locations; to provide details of the sediment control systems for construction such that any water collected from the excavations is returned to the local environment in a clear non-turbid manner; and to describe an appropriate monitoring program to be completed throughout the construction period to ensure impacts to the local environment are avoided; (prior to Site Alteration) | CH | Site Alteration |
| 23. | The owner shall submit monthly Construction Monitoring Reports to be prepared by a qualified inspector to ensure proper implementation of approved drawings, design details, construction techniques and Permit conditions for all phases of construction (i.e. earthworks, servicing and building construction); (within Pre-Servicing Agreement) | CH | Pre-servicing |
| 24. | The owner shall, to the satisfaction of the Town and Conservation Halton, prepare and implement a detailed monitoring plan for the performance of the stormwater management facility, naturalized stream corridor and the Main Sixteen Mile Creek valley with consideration of any changes in the terrestrial and aquatic environments that might be attributable to the development. Monitoring for the realigned channel will include, at a minimum: photographic record of site conditions; total station as built survey of the channel planform, longitudinal profile and cross-sections just after construction to obtain reference data and for the following two years; installation and monitoring of erosion pins at monumented cross-sections following construction and for the following two years; a general vegetation survey in the spring of each year; benthic sampling following OSAP protocols; longitudinal profile and control cross-sections at a riffle and pool following TRCA protocols; and, yearly report after one year and a final report at the end of the 2 year period. Conservation Halton will coordinate with the Ministry of Natural Resources to identify a monitoring program for the owner to implement to ensure efficient and appropriate data collection for Watercourse NW-2G-1; (prior to Site Alteration /within Subdivision Agreement) | CH | Site Alteration/
Subdivision
Agreement |

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| 25. The owner shall undertake a minimum of one year of pre-construction monitoring for parameters including terrestrial, water temperature, water quality and fish community, water flow and fluvial geomorphology in accordance with the SIS to the satisfaction of Conservation Halton. Aquatic ecology parameters referenced in this condition pertain only to Watercourse NW-2G-1. Water temperature monitoring requirements for the Main Sixteen Mile Creek are outlined in Condition 12; (prior to Site Alteration) | CH | Site Alteration |
| 26. The owner shall prepare and implement a Trails Plan to the satisfaction of Conservation Halton and the Town of Milton; (prior to Site Alteration) | CH | Site Alteration |
| 27. The owner shall prepare an annual local monitoring report, as per the requirements of the SIS, to the satisfaction of Conservation Halton and the Town of Milton (within Subdivision Agreement) | CH | Subdivision Agreement |

Securities

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| 28. The owner shall post securities with the Town of Milton to assure the rehabilitation of the watercourse blocks in the event disturbance occurs during the development of the subdivision; (Registration) | CH | Final Approval |
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Other Approvals

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| 29. The owner shall obtain the written approval of the Ministry of Natural Resources for any work pursuant to the Endangered Species Act; (Site Alteration) | CH | Site Alteration |
| 30. The owner shall obtain an Authorization from the Department of Fisheries and Oceans for the Harmful Alteration, Disruption of Destruction of Fish Habitat, pursuant to the Fisheries Act, where necessary; (Site Alteration) | CH | Site Alteration |

Fees

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| 31. The owner shall submit the final clearance fee to Conservation Halton, pursuant to the Region of Halton's Memorandum of Understanding, immediately prior to registration of the draft plan (note: if the development is phased, each phase will require a separate clearance fee); (Registration) | CH | Final Approval |
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| 32. The owner shall pay any outstanding review fees to | CH | Final Approval |
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Conservation Halton, if it is determined that a balance is owing;
(**Registration**)

Miscellaneous

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| 33. | The owner shall phase the development of the subject lands to the satisfaction of Conservation Halton and the Town of Milton; (prior to Registration) | CH | Final Approval |
| 34. | The owner shall prepare and implement a coordinated monitoring program in cooperation with other property owners in the area to the satisfaction of Conservation Halton and Town of Milton. This program shall be based on the SIS monitoring program; (prior to Registration /within Subdivision Agreement) | CH | Subdivision Agreement |
| 35. | The owner shall implement the recommendations of the approved SIS for Areas 1, 2 and 4 and any associated addendums; (within Subdivision Agreement) | CH | Subdivision Agreement |
| 36. | The owner shall ensure, to the satisfaction of Conservation Halton and the Town of Milton, that a signed Phase 2B landowner's agreement is in place to address monitoring and enhancement requirements, as per the SWMS, SIS and Conceptual Fisheries Compensation Plan; (prior to Registration) | CH | Final Approval |
| 37. | The owner shall ensure that there will be no in-water works between September 15 and July 1 or as permitted by the relevant agencies. (prior to Site Alteration) | CH | Site Alteration |

Engineering

General Requirements

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| 1. | Prior to preparation of detailed engineering plans, the Owner shall submit Streetscape Designs and thereafter agree to implement the approved plans. The submission must be in accordance with the Town of Milton Engineering and Parks Standards Manual, as revised. | MILTON – Engineering Services | Subdivision Agreement |
| 2. | If imported fill is to be used within the subdivision limits and external works that service the subdivision the Owner is responsible for its environmental quality and must provide a document to certify that it is free of hazardous contaminants. | MILTON – Engineering Services | Site Alteration |

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| 3. | The Owner agrees that no material , including topsoil, shall be stored or stock piled on any lot or block to be dedicated to the Town of Milton. | MILTON –
Engineering
Services | Site Alteration |
| 4. | The Owner agrees to install a snow fence along all property owned by parties other than the Owner, adjacent to the subject property, prior to the commencement of site works to the satisfaction of Town Administration and that the snow fence shall remain in place until such time as directed otherwise by Town Administration. | MILTON –
Engineering
Services | Site Alteration |
| 5. | The Owner agrees to direct truck traffic to and from the subject site via a specified route to the satisfaction of Engineering Services. | MILTON –
Engineering
Services | Site Alteration |
| 6. | The Owner agrees to stabilize all disturbed soil within 90 days of being disturbed, control noxious weeds and keep ground cover to a maximum height of 150 mm (6 inches). | MILTON –
Engineering
Services | Site Alteration |
| 7. | The Owner agrees to ensure that construction access to all phases of subdivision servicing and construction is to the satisfaction of the Town Administration and provide any necessary securities. | MILTON –
Engineering
Services | Site Alteration
/ Pre-Servicing |
| 8. | The Owner agrees to have prepared by a qualified Engineer and submitted to Town Administration for approval, a Detailed Engineering Submission . Engineering drawings shall reflect the recommendations of all reports and studies requested as conditions of draft plan approval. All aspects of the servicing design must be in accordance with the appropriate requirements of the Municipal Class Environmental Assessment. Following the completion of public services, “as constructed” drawings are required printed on mylar and on computer disc in a format suitable for use with the Town’s current AutoCAD system. | MILTON –
Engineering
Services | Pre-Servicing /
Subdivision
Agreement |
| 9. | The Owner agrees that all works considered temporary to facilitate the development of the property be designed and constructed to the satisfaction of the Town. These works may include, but are not limited to emergency accesses, temporary cul-de-sacs, phasing requirements and stormwater facilities. | MILTON –
Engineering
Services | Pre-Servicing /
Subdivision
Agreement |
| 10. | The Owner agrees to construct all public services to Milton’s Engineering Standards. | MILTON –
Engineering
Services | Pre-Servicing |
| 11. | The Owner agrees to locate and construct all driveways accessing municipal streets to the satisfaction of Town | MILTON –
Engineering | Pre-Servicing |

Administration.	Services	
12. The Owner agrees to submit a plan detailing all corner Lots and Blocks where access (vehicular and/ or pedestrian) to the Lot or Block is from the flankage, in order for the Town and Canada Post to determine and approve the appropriate location for Community Mailboxes . This plan must be reviewed and approved by Town Engineering staff prior to building permit issuance.	MILTON – Engineering Services	Final Approval
13. The Owner agrees to provide two second order, second level Geodetic Benchmarks in locations to the satisfaction of Town Administration.	MILTON – Engineering Services	Subdivision Agreement
14. The Owner agrees that all lots and/or blocks or areas of lots and/or blocks indicated as future development blocks or for which there are no immediate building permit applications must be graded, top soiled, seeded and maintained (including grass cutting and weed control) until development of these blocks occurs to the satisfaction of Town Administration.	MILTON – Engineering Services	Subdivision Agreement
15. The Owner agrees to install a 1.5 m high black vinyl coated chain link fence , to the satisfaction of the Town of Milton, along mutual lot lines between residential lots or blocks and public lands such as stormwater management, servicing, drainage, channels and channel buffer blocks. The fence shall be constructed 0.1 m on the public land side to control gate access or encroachment into these areas. The developer is responsible for all damage to and replacement costs of fencing until the subdivision is assumed by the Town. The installation of permanent fencing may be required prior to registration of the subdivision.	MILTON – Engineering Services	Subdivision Agreement
16. That the Owner agrees to have designed and constructed all works including but limited to grading, drainage and servicing under the Town's jurisdiction to the satisfaction of the Town.	MILTON – Engineering Services	Subdivision Agreement
17. That the Owner agrees to provide the necessary school crossing features at all crossing guard locations as identified by the Town. This work shall include, but not be limited to, depressed curbs, concrete connections/pads and pedestrian crossing lines in accordance with Town standards. The Owner further agrees to provide these features until the date of assumption of the subdivision, subject to the timing of development of the school blocks within the plan.	MILTON – Engineering Services	Subdivision Agreement

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| 18. The Owner agrees to coordinate all landscape submissions with the approved engineering submissions and Town standards. All grading and Engineering works are to be to the satisfaction of Engineering Services. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 19. The Owner agrees to provide to the Town certification and verification from a professional structural engineer for all design elements and structures, including decorative features, that the installation of these structures were completed according to the approved drawings and the manufacturer's specifications. Furthermore, the Owner agrees to maintain these design elements until Assumption of the subdivision. | MILTON –
Engineering
Services | Subdivision
Agreement |

Transit and Bicycle Routes

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| 20. The Owner agrees to satisfy the following transportation issues to the satisfaction of the Engineering Services Department: | MILTON –
Engineering
Services | Subdivision
Agreement |
| a. Accommodate transit routing and infrastructure including pavement markings, signage, pads and shelters. | | |
| b. Provide bicycle circulation and infrastructure including signage, gates, pavement markings, in accordance with the Town's Trails Master Plan and Standards, the approved Secondary Plan or area-specific plan, the Town of Milton Engineering and Parks Standards Manual and the approved Engineering drawings. | | |

Utilities

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| 21. The Owner agrees to grant all easements and/or blocks required for drainage and utility purposes, including structures, free and clear of encumbrance, to the Town or other appropriate authority. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 22. The Owner shall design, purchase materials, and install a buried hydro distribution system, a street lighting system and walkway lighting system within the confines of this draft plan, and compatible with the existing and/or proposed systems, in the surrounding plans of subdivision, all in accordance with the current standards and specifications of Milton Hydro and the Town. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 23. The Owner shall make satisfactory arrangements, financial and otherwise, with a telecommunications provider for any telecommunications facilities, including provision for future fibre optic cabling, which may be required by the Town to be | MILTON –
Engineering
Services | Subdivision
Agreement |

installed underground and a copy of such confirmation shall be forwarded to the Town.

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| 24. The Owner shall make satisfactory arrangements, financial and otherwise, with a telecommunications provider for any telecommunications blocks that are required to locate any utility structure that may be required to facilitate the development. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 25. The Owner shall enter into an agreement or letter of understanding with the telecommunications provider complying with any underground servicing conditions imposed by the Town and if no such conditions are imposed, the Owner shall advise the Town of the arrangements which have been made for such servicing. If there are any conflicts with existing facilities or easements of a telecommunications provider, the Owner shall be responsible for their rearrangements or relocation to the satisfaction of the affected telecommunications provider. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 26. Prior to servicing of the plan, the Owner agrees to make satisfactory arrangements, financial and otherwise, with telecommunications, natural gas and electrical utilities for the installation of services within the subdivision. The telecommunications, natural gas and electrical utilities shall provide written confirmation to the Town that their requirements have been satisfied. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 27. The Owner agrees to submit an overall Composite Utility Plan addressing the location (shared or otherwise), timing and phasing of all required utilities (on-grade, below-grade or above-grade), including gas, electrical, telecommunications, water, wastewater and stormwater services, driveways and postal boxes. Such composite utility plan shall be to the satisfaction of all utilities and shall be approved by the Town prior to the construction of any utilities. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 28. The Owner is advised and agrees that the cost of any relocation of any utilities and/or services, which are made necessary to accommodate this subdivision, shall be borne by the Owner. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 29. The Owner shall pay to the Town a user fee equal to the rate set out in the Town's annual user fee report and By-law (per streetlight) for streetlight power and maintenance. The Owner will also be required to clean and relamp all streetlights within 90 days prior to assumption and to provide documentation thereof. | MILTON –
Engineering
Services | Subdivision
Agreement |

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| 30. The Owner agrees to install and make operational street lighting on all streets within this plan of subdivision to an urban residential standard to the satisfaction of the Town within 90 days of the issuance of the first building permit. | MILTON –
Engineering
Services | Subdivision
Agreement |
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Community Services

General Requirements

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| 1. The Owner agrees to have prepared a detailed landscape submission by a Landscape Architect to the satisfaction of the Director, Community Services. The submission must be in accordance with the Town of Milton Engineering and Parks Development Standards Manual, as revised. | MILTON –
Community
Services | Subdivision
Agreement |
| 2. The Owner agrees to guarantee and maintain all plantings for a period of two (2) years from the date of Acceptance of the planting by the Town, or Assumption of the subdivision, whichever is later. Further, all plantings found to be dead, defective, or not in a healthy growing condition at the end of this period shall be replaced and re-guaranteed for an additional two (2) years from the date of replacement. | MILTON –
Community
Services | Subdivision
Agreement |
| 3. The Owner agrees to have an Arborist or Landscape Architect, in good standing with their professional organization, provide written certification that all plantings are disease free, healthy and have been installed to Town standard. The Owner is responsible to retain an arborist or landscape architect to conduct regular monitoring and oversee all works required to ensure that the plantings establish prior to Assumption. The plantings are to be maintained as per current professional practice, including watering, pruning, and disease care. | MILTON –
Community
Services | Subdivision
Agreement |
| 4. The Owner agrees to be responsible for homeowner inquiries and concerns regarding the street trees up to the date of Assumption, and not to defer these inquiries to the Town. | MILTON –
Community
Services | Subdivision
Agreement |

Parkland and Open Space

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| 5. The Owner agrees to convey a 3.6 hectare community park in accordance with the Phase 2C Financial Agreement with the Town of Milton. Notwithstanding the terms of the Financial Agreement, if the full land area is not provided, the Owner agrees to provide and the Town will accept cash-in-lieu for the difference. | MILTON –
Community
Services | Subdivision
Agreement |
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| 6. | The Owner agrees not to seek compensation from the Town for any over-dedication of parkland, it being understood that such over-dedication shall be dealt with through the applicable Phase and Landowners Agreement. | MILTON –
Community
Services | Subdivision
Agreement |
| 7. | The Owner agrees to provide and develop parkland in accordance with the provisions and specifications contained in the Town of Milton Engineering and Parks Standards Manual, as revised, to the satisfaction of the Director, Community Services. | MILTON –
Community
Services | Subdivision
Agreement |
| 8. | In the event that the Owner and the Town of Milton agree that the Owner will develop parkland, trails and/or open space on behalf of the Town, the Owner agrees that the design, securities and construction for the parkland, trails and/or open space will be addressed through an agreement between the developer and the Town in accordance with the applicable Financial Agreement and Town policy. | MILTON –
Community
Services | Subdivision
Agreement |
| 9. | The Owner agrees to conduct all conveyance works within the park and open space blocks, including loading, hauling and stockpiling of topsoil, to the satisfaction of the Director of Community Services. The Owner further agrees to test and amend topsoil as per standard horticultural soil testing report recommendations, as well as survey and fence the topsoil stockpile for the parkland to the satisfaction of the Town. | MILTON –
Community
Services | Subdivision
Agreement |
| 10. | The Owner agrees to provide to the Town certification and verification from a professional structural engineer for all design elements and structures, including decorative features, that the installation of these structures were completed according to the approved drawings and the manufacturer's specifications. Furthermore, the Owner agrees to maintain these design elements until Assumption of the subdivision. | MILTON –
Community
Services; | Subdivision
Agreement |

Woodlots and Existing Vegetation

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| 11. | The Owner agrees to convey the buffer blocks adjacent to park blocks to the satisfaction of the Director of Community Services and to prepare the associated landscape drawings and cost securities as part of the landscape submission. The design and installation of the conveyance works are to be coordinated with the works required for the parkland and may include the removal of invasive and agricultural vegetation, seeding, buffer shrub and tree planting adjacent to the existing vegetation | MILTON –
Community
Services | Subdivision
Agreement |
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dripline, in accordance with the vegetation management reports.

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| 12. The Owner agrees to install any protective measures required to ensure the health and survival of all existing vegetation, woodlot edges, and woodlot buffers in accordance with the approved studies and current professional practice. The Owner further agrees to maintain fencing in a state of good repair at all times. Furthermore, the Owner agrees to install the permanent fencing prior to building permit issuance of the abutting lots. | MILTON –
Community
Services | Site Alteration |
| 13. The Owner agrees to submit ongoing tree preservation and assessment reports for the woodlot blocks, woodlot buffer blocks, and any future Town-owned land, which identifies all trees that are dangerous, diseased, dying or pose a hazard to the abutting land uses, current or future. The Owner furthermore agrees to have an ISA certified arborist carry out any removals and/or pruning of trees that are dangerous, diseased, or dying or pose a hazard to abutting land uses as part of the woodlot, parks and open space conveyance works to the satisfaction of the Town of Milton and Conservation Halton. Moreover, the Owner agrees to have an ISA certified arborist certify that all trees that could pose a hazard threat due to their proximity to a potential target have thus been assessed and all hazardous conditions have been mitigated. This condition must be satisfied prior to occupancy of abutting lots, at request for subdivision Maintenance Period, subdivision Assumption, or at any other time deemed necessary by the Town. | MILTON –
Community
Services | Final Approval
/ Subdivision
Agreement |
| 14. The Owner agrees to remove any unnatural debris, fencing, encroachments, construction material or other garbage which accumulates in the woodlot and/or its buffers, and further agrees to restore any damage to vegetation within the woodlot block until such time that Community Services staff undertake a final inspection of the woodlot and its buffers for Assumption of the subdivision by the Town of Milton. | MILTON –
Community
Services | Site Alteration/
Subdivision
Agreement |

Fencing

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| 15. The Owner agrees to install a 1.5 m high black vinyl coated chain link fence, to the satisfaction of the Director, Community Services, along mutual lot lines between residential lots or blocks and woodlots and/or woodlot buffers, park and open space lands. The fence shall be constructed 0.1 m on the public land side to control gate access or encroachment into these areas. The Owner is responsible for all damage to and replacement costs of fencing until the subdivision is assumed by | MILTON –
Community
Services | Subdivision
Agreement |
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the Town. The installation of permanent fencing may be required prior to registration of the subdivision.

Off-Road Trails

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| 16. | The Owner agrees to provide a Trails Routing Plan , in accordance with the approved Pedestrian Routing Plan, the Trails and Cycling Master Plan, and applicable Secondary and Tertiary Plans, is to be submitted for the entire subdivision to confirm connectivity of the off-road trails and cycling routes. Infrastructure to be provided in accordance with approved drawing submissions, the Town's Trails and Cycling Master Plan, and the Engineering and Parks Standards Manual. | MILTON –
Community
Services | Subdivision
Agreement |
| 17. | The Owner agrees to design, service, grade and landscape, at the Owner's expense, any woodlot and/or woodlot buffer, park and opens space lands to allow for future off-road trail construction. | MILTON –
Community
Services | Subdivision
Agreement |
| 18. | The Owner agrees to provide bicycle and multi-use trail infrastructure for the off-road trail network including signage, gates, and pavement markings in accordance with the Town of Milton Engineering and Parks Standards manual, Trails and Cycling Master Plan, and the applicable Secondary Plan. | MILTON –
Community
Services | Subdivision
Agreement |

Development Review

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| 1. | The Owner agrees to reference the street addressing, as assigned and approved by the Town, on all building permit applications, drawings and documentation. The Owner acknowledges that street addressing will not be assigned until the subdivision agreement process has been initiated and a draft 20M-plan has been accepted and circulated by the Town. | MILTON –
Dev Review | Subdivision
Agreement |
| 2. | The Owner agrees that any names used on permanent signage or entry wall features or similar identification shall be to the satisfaction of the Town of Milton. | MILTON –
Dev Review | Subdivision
Agreement |
| 3. | The Owner shall provide the Town with an original copy of a top-of-wall survey for each dwelling, prepared by an Ontario Land Surveyor, to ensure that all foundations have been located in accordance with the Zoning By-law and lot grading plan prior to requesting a framing inspection. | MILTON -
Zoning | Subdivision
Agreement |

Postal Services

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| 1. | The Owner covenants and agrees to provide the Town of Milton with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation and as shown on the approved composite utility plan, at the time of sidewalk and/or curb installation. The Owner further covenants and agrees to provide notice to prospective purchasers of the locations of CMBs and that home/business mail delivery will be provided via CMB, provided the Owner has paid for the activation and equipment installation of the CMBs. | Canada Post | Subdivision Agreement |
| 2. | The Owner agrees to consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner will then indicate these locations on the appropriate servicing plans. The Temporary and Permanent Mail Box Pads must be incorporated into the composite utility plans (C.U.P.) prior to registration. | Canada Post | Subdivision Agreement |
| 3. | The Owner agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post. | Canada Post | Subdivision Agreement |
| 4. | The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The Owner also agrees to note the locations of all Community Mail Boxes within the development, as well as being responsible for officially notifying the purchasers of the exact Community Mailbox locations. Also, the Owner and Canada Post will have the right to change CMB locations should it be deemed necessary. The CMB locations are to be included in the purchase offer. The purchaser will be required to sign off on this item. Should the Owner fail to comply with this step it will leave the Owner responsible to deal with all related customer inquiries. | Canada Post | Subdivision Agreement |
| 5. | The Owner will provide a suitable and safe temporary site for Community Mail Box placement until curbs, sidewalks, and final grading are completed at the permanent Community Mail Box locations. This temporary mailbox pad will be a compacted gravel area with a minimum of a single row of patio stones for mailbox placement. Temporary pad specifications will be provided to the Owner during the siting process. This location must be set-up a minimum of 30 days prior to first occupancies. | Canada Post | Subdivision Agreement |

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| <p>6. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:</p> <ul style="list-style-type: none"> a) Any required walkway across the boulevard, per municipal standards b) Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications) | <p>Canada Post</p> | <p>Subdivision Agreement</p> |
| <p>7. The Owner agrees to inform all homebuyers of the process to initiate mail delivery for their new home address. The homeowner can visit the Milton Post Office at:</p> <p style="margin-left: 40px;">MILTON STN MAIN
8490 LAWSON ROAD
MILTON ON L9T 1P0</p> <p style="margin-left: 40px;">1-800-267-1177</p> <p>and provide their home warranty information along with their driver's license to identify their new mailing address. CMB keys will be distributed through the station counter for the new CMB compartment once the site is on delivery. In the interim any mail sent to the homeowner will be available for pickup at the station counter.</p> | <p>Canada Post</p> | <p>Subdivision Agreement</p> |

Schools

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| <p>1. The Owner agrees that where offers of purchase and sale have been executed prior to the inclusion of the notification required by the Halton District School Board, to send a letter to all purchasers notifying them of the Board's warning clauses.</p> | <p>HDSB</p> | <p>Final Approval</p> |
| <p>2. The Owner agrees to submit to the Halton District School Board prior to final approval, a copy of the pedestrian routing plan approved by the Town of Milton.</p> | <p>HDSB</p> | <p>Final Approval</p> |
| <p>3. The Owner shall supply, erect and maintain signs advising prospective purchasers that the school site is not guaranteed and that pupils may be directed to schools outside of the area. The specific wording for these signs is to be provided by the Halton District School Board.</p> | <p>HDSB</p> | <p>Sales of Dwelling Units</p> |
| <p>4. The Owner agrees to provide the Halton District School Board with 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 of the lot and block configuration or numbering on the draft M-plan the Owner shall</p> | <p>HDSB</p> | <p>Final Approval</p> |

provide a new AutoCad file and memo outlining the changes.

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| 5. | The Owner agrees to erect and maintain signs at all major entrances into the new development advising prospective purchasers regarding the availability of school accommodation. The Owner will make these signs to the specification of the Halton Catholic District School Board and erect them prior to the issuance of building permits. | HCDSB | Sales of Dwelling Units |
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Halton Region

General Conditions

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| 1. | The Owner acknowledges and agrees that this approval applies to the Plan of 1321387 Ontario Inc., Valleygrove Estates and Milton Meadows Properties Inc. and identified as Plan 24T-07003/M based on a revised draft plan by Humphries Planning Group Inc. of July 17, 2014. | RMH | Subdivision Agreement |
| 2. | Prior to final approval or registration of any portion of the Plan, the Owner shall prepare a phasing plan identifying a first phase of development which shall consist of no more than 100 single detached equivalents (SDEs). | RMH | Final Approval |
| 3. | The Owner acknowledges and agrees that endangered Redside Dace habitat associated with the NW-2-G1 watercourse constrains a portion of the lands, and that the policies of the Provincial Policy Statement (2014) do not permit development and/or site alteration on those lands until such time as the NW-2-G1 watercourse has been realigned in accordance with the approved Tremaine Road and James Snow Parkway Transportation Corridor Improvements Class EA (2008) and any required permits and approvals. | RMH | Site Alteration |
| 4. | The Owner agrees that until such time as the realigned watercourse is functional in accordance with Permits issued by the Ministry of Natural Resources and Conservation Halton, a site alteration permit cannot be issued for any works other than the works identified in the Ministry of Natural Resources and Conservation Halton Permits and final approval of the plan of subdivision cannot be granted unless compliance with the policies of the Provincial Policy Statement (2014) has been demonstrated to the satisfaction of the Region, the Town and Conservation Halton. | RMH | Site Alteration |
| 5. | The Owner shall set aside lands for the Road Project, as those 1321387 Ontario Inc., Valleygrove Estates, and Milton Meadows Properties Inc. 24T-07003/M
Version: July 28, 2014 | RMH | Subdivision |

terms are defined in the Minutes of Settlement dated January 25, 2006, between the Milton Heights Landowners Group and the Region, as well as the lands required for the realignment of NW-2-G1, until such lands are required by the Region or other public authority. It is acknowledged that wherever a condition refers to a dedication of lands or granting of an easement or other right in lands to the Town, Region or other approval authority or obligations to construct or relocate utilities that are otherwise dealt with by this condition then such other condition is understood to be amended to exclude the lands set aside pursuant to this Condition.

Agreement

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| 6. | The Owner shall satisfy any and all requirements, financial and/or otherwise of Halton Region, including but not necessarily limited to, any required agreements, 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. Any required agreement(s) will be registered on title to the lands. | RMH | Subdivision Agreement |
| 7. | The Owner shall provide digital disks of the draft subdivision plan (i.e. M-Plan) to Halton Region, prior to registration of this plan. The Owner shall provide to the Region prior to registration, and prior to the commencement of any works, digital drawings in accordance with the Region's Digital Drawing Specifications for Developments, as well as the submission of the "as constructed" drawings. | RMH | Final Approval |
| 8. | The Owner agrees to deposit mylars and/or digital disks of the registered plan of subdivision to the satisfaction of the Town of Milton, and that prior to the registration of the plan, the Owner's surveyor shall submit to Halton Region, horizontal co-ordinates of all boundary monuments for the approved plan of subdivision. These co-ordinates must be to real 6° UTM co-ordinates, NAD 83 datum. | RMH | Subdivision Agreement |
| 9. | Prior to final approval or any servicing or grading of the site, the Owner is required to submit to Halton Region and the Town of Milton, a Ministry of the Environment acknowledged Record of Site Condition, that is certified by a Qualified Person as defined in Ontario Regulation 153/04, which indicates that the environmental condition of the site is suitable for its proposed land use. The Owner is also required to submit all supporting documentation such as Phase One and Phase Two Environmental Site Assessment and Remediation Reports etc. as required, to Halton Region for review; the author of the | RMH | Site Alteration |

environmental reports must extend third party reliance to Halton Region.

Water and Wastewater Services

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| 10. | The Owner shall prepare a detailed engineering submission that is to be submitted to Halton Region for review and approval prior to the preparation of the Regional Subdivision Agreement. | RMH | Subdivision Agreement |
| 11. | Upon draft approval, and subject to Conditions 3 and 4, Halton Regional services within the plan of subdivision may be installed, provided the engineering drawings have been approved by the Region and Town of Milton, the Regional Subdivision Agreement has been executed, insurance obtained, appropriate financial security has been posted, all relevant fees paid, all to the satisfaction of the Region, and all requisite government approvals have been obtained and notices given to all public utilities. In addition to the foregoing preconditions to the installation of Halton Regional services, for lands other than the first phase identified pursuant to Condition 2, which shall be equivalent to no more than 100 single detached equivalents (SDEs), no installation of Regional services shall be permitted until the Owner has obtained sufficient SDEs under Halton Region's allocation program to service the Plan.
a. If Halton Regional services are installed prior to subdivision registration, the Owner agrees to either, (i) provide Halton Region with "as constructed" drawings of those services, certified by a professional engineer before registration takes place, or (ii) post security equal to or greater than 50% of the cost of all Regional works. | RMH | Subdivision Agreement |
| 12. | The Owner acknowledges and agrees that registration of all or part of this subdivision may not take place prior to all external water and wastewater infrastructure necessary for the plan being secured or in place to the satisfaction of Halton Region. | RMH | Final Approval |
| 13. | The Owner shall be required to fund and undertake all infrastructure works required for storm water drainage improvements and upgrades to Street A (at new Tremaine Road) that are required to accommodate any post development storm water flows that are generated from this subdivision as determined through detailed design to the satisfaction of the Region. All costs for any drainage improvements are to include, design, construction and implementation for these upgrades. | RMH | Site Alteration |

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| 14. | The Owner shall acknowledge, in writing, that registration of all | RMH | Subdivision |
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- 1321387 Ontario Inc., Valleygrove Estates, and
Milton Meadows Properties Inc.
24T-07003/M
Version: July 28, 2014

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| <p>or part of this plan of subdivision may not take place until notified by Halton' Region that sufficient water and/or wastewater capacity and sufficient storage and pumping facilities and associated infrastructure, relating to both water and wastewater, exist and are in place to accommodate this development.</p> | | Agreement |
| <p>15. The Owner agrees to conduct a survey of the static water level and quality of all wells within 500 metres of the plan. The Owner further agrees to resolve any claims of well interruption due to the construction of municipal services to the satisfaction of Halton Region.</p> | RMH | Site Alteration |
| <p>16. The Owner shall submit a Well Survey and Monitoring Report to Halton Region for review prior to any site alteration. The Owner shall:</p> <ul style="list-style-type: none"> a. prior to any site alteration, conduct a preconstruction survey of the static water level and quality of all wells within the greater of 500m of development area, or the expected area of influence as determined by a hydrogeologist; b. during and post construction, and for a minimum of one year following the completion of construction, monitor a representative number of wells within the study area as determined by a hydrogeologist; and, c. resolve all claims of well interruption due to the construction of municipal services to the satisfaction of Halton Region. | RMH | Site Alteration |
| <p>17. The Owner agrees to grant any and all necessary easements to the appropriate authorities and reciprocal easements, in favour of each of the phases, to the satisfaction of Town of Milton and Halton Region.</p> | RMH | Subdivision Agreement |
| <p>18. The Owner acknowledges and agrees that those portions of the Plan beyond the first phase, identified pursuant to Condition 2, which shall be equivalent to no more than 100 single detached equivalents (SDEs), shall not receive final approval and shall not be registered until such time as the Owner has obtained sufficient SDEs under Halton Region's allocation program to service the Plan to the satisfaction of Halton Region.</p> | RMH | Final Approval |
| <p>19. The Owner agrees to install services for the subdivision, to the satisfaction of the Region and the Town, substantially in accordance with the Functional Servicing Report (FSR) prepared by Urbantech dated May 2014, and specifically the</p> | RMH | Subdivision Agreement |

sanitary sewer on Peru Road, referenced on revised page 20 and shown on Figure 6 of the FSR dated May 2014 will be installed in the location shown on Figure 6.

Transportation

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| 20. | Upon completion of detailed design for the Plan, the Owner shall be required to dedicate any required lands or easements to the appropriate “public body”, as defined in the <i>Planning Act</i> , R.S.O. 1990, c. P.13, as amended. | RMH | Subdivision Agreement |
| a. | The Owner agrees that these lands will be dedicated gratuitously and free and clear of all encumbrances to the appropriate public body. A Certificate of Title shall also be provided in the form satisfactory to the Region’s Director of Legal Services or his designate. | | |
| 21. | Daylight triangles measuring 15 m along Street A and 15 m along New Tremaine Road, as well as 15 m along 3rd Sideroad and 15 m along New Tremaine Road shall be dedicated to Halton Region; these lands shall be dedicated with clear title (free & clear of encumbrances) and a Certificate of Title shall be provided, in a form satisfactory to the Director of Legal Services and Corporate Counsel. | RMH | Subdivision Agreement |
| 22. | The Owner shall prepare a detailed engineering submission for any and all Regional road works affected, and submit it to Halton Region’s Transportation staff for review and approval prior to the preparation of the Regional Subdivision Agreement. | RMH | Subdivision Agreement |
| 23. | The Owner agrees to prepare a revised Noise Impact Report, including recommendations, to the joint satisfaction of Halton Region and the Town, to evaluate and address potential noise and/or vibration emissions adjacent to the site, their impact, and the means of reducing any impact(s) to an acceptable level and to implement, at the Owner’s expense, the recommended noise controls that are approved and provide the necessary warning clauses as set out in the Report to the satisfaction of Halton Region and the Town. | RMH | Subdivision Agreement |
| 24. | The Owner shall construct and dedicate to Halton Region such noise barrier walls, or other noise mitigation measures relating to transportation noise as the Region may require following finalization of the revised Noise Impact Report. Such dedication shall include a 3 metre easement centred on such noise barrier walls, or such other easement as may be required in favour of Halton Region for noise wall repair and maintenance purposes. | RMH | Subdivision Agreement |

Such dedication and easement shall be provided at no cost to Halton Region and to the satisfaction of Halton Region.

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| 25. The Owner agrees to prepare a revised Transportation Impact Study (TIS) by a qualified transportation consultant, to the satisfaction of Halton Region, for the proposed development. The TIS must be completed as per Halton's Traffic Impact Study Guidelines. The final study, its assumptions and recommendations, must be completed to the satisfaction of the Region's Transportation Services staff and approved by Halton Region. Furthermore, the Owner agrees that it is responsible for all costs associated with any of the works recommended by the TIS to facilitate the development. | RMH | Subdivision Agreement |
| 26. Regional Development Charges are payable in accordance with the applicable Regional Development Charge By-Law and are required at the following stages: 1. Subdivision Agreement Stage: Water, wastewater, and road (Including any blocks intended for future development at the maximum density permitted under the applicable zoning by-law); 2. Building Permit Issuance: all remaining Region-wide Development Charges in effect on the date of issuance. | RMH | Subdivision Agreement |
| 27. Fees are required by Halton Region for each extension to draft approval and for major revisions to the draft plan or the associated conditions of approval. | RMH | Subdivision Agreement |
| 28. The Developer/Builder will be required to pay all the applicable Regional Development Charges prior to the issuance of any building permits, unless a servicing (or other form of development) agreement is required, in which case the water and wastewater portion of the Regional Development Charges are payable upon execution of the agreement. | RMH | Subdivision Agreement |
| 29. Note: Any building permits which are additional to the maximum unit yield specified by the Subdivision Agreement, are subject to all Regional Development Charges (Including water, wastewater and road not collected at the subdivision agreement stage) prior to the issuance of any building permits, at the rate in effect on the date of issuance. It is further noted that a development charge agreement may be required to collect Regional Development Charges in advance of these two stages. | RMH | Subdivision Agreement |
| 30. The Owner acknowledges and agrees that an entrance permit shall be required for any works within a Regional right-of-way. | RMH | Subdivision Agreement |

E. Notification/Signage Requirements

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| 1. | The Owner agrees to clearly indicate and label existing and proposed land uses, road patterns, lotting and phasing of the proposed subdivision and the adjacent lands in all marketing brochures and information, which show a whole or partial plan of the proposed subdivision. | MILTON –
Dev Review | Sales of
Dwelling Units |
| 2. | The Owner agrees to construct, install and maintain notice signage in good condition (both in terms of structure and paint work) in all sales offices and at all major entrances to the new development to the satisfaction of the Director of Planning and Development prior to the sale of any dwelling units. Such signage shall include a map illustrating the proposed land uses on and off the site, road patterns, lotting and phasing of the proposed subdivision. All proposed land uses shall be shown schematically using the Town's approved colour coding and each proposed land use shall be labeled. The notice signage posted in the sales offices shall also identify the location of postal facilities, transit route locations and lots subject to warning clauses. | MILTON –
Dev Review | Sales of
Dwelling Units |
| 3. | The Owner agrees, at his cost, to distribute copies of the Town's "Before you Buy" brochure to all prospective purchasers of dwelling units within this subdivision prior to entering into an agreement of purchase and sale. In addition, the Owner agrees to post and maintain the Town's "Before you Buy" poster in all sales offices and model homes in the entrance or main display area, normally accessed by potential purchasers. | MILTON –
Dev Review | Sales of
Dwelling Units |
| 4. | The Owner agrees to design, locate and erect signs that are resistant to weathering and vandalism on the Business Commercial 36 and 37, Community Park Block 38, Stormwater Management Block 39, Watercourse Block 40 and Sixteen Mile Creek valley land Block 44 and 45 prior to the sale of any dwelling units within the subdivision advising of the future use of the block. | MILTON –
Dev Review | Sales of
Dwelling Units |
| 5. | The Owner agrees to provide a copy of the subdivision plan illustrating the locations of the required notification signage as well as photographic evidence confirming that the foregoing signage has been installed to the satisfaction of the Director of Planning and Development. | MILTON –
Dev Review | Sales of
Dwelling Units |
| 6. | The Owner agrees to provide written notice to all homeowners located in and abutting the subdivision plan, prior to the | MILTON –
Dev Review | Site Alteration |

completion of home sales, advising of the time frame in which construction activities may occur, and the potential for residents to be inconvenienced by construction activities such as noise, dust, dirt, debris and construction traffic.

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| 7. | The Owner agrees to provide bi-monthly updates to purchasers (i.e. builders and/or end users) with respect to the progression of the subdivision towards registration and building permit issuance by posting the schedule in all sales offices to ensure that all prospective homeowners are aware of the status of approvals. | MILTON –
Dev Review | Sales of
Dwelling Units |
| 8. | The Owner agrees to design, locate and erect signs that are resistant to weathering and vandalism at the end of all stub roads prior to registration. These signs shall provide notice that the stub roads shall be extended at a future date when the adjoining lands are developed. | MILTON –
Engineering
Services | Sales of
Dwelling Units |
| 9. | The Owner agrees to design, locate and erect signs on stormwater management blocks indicating warnings, information and the use of these blocks to the satisfaction of the Town and that this sign be in place prior to registration. | MILTON –
Engineering
Services | Sales of
Dwelling Units |
| 10. | The Owner agrees to determine the location of the "Community mailboxes, Miniparks, Postal Kiosks, or other centralized mail facilities, as required by Canada Post", with Canada Post and the Town, and to show the location on appropriate maps, with the maps being prominently displayed in the sales office. These facilities are to be installed to the standards as provided by the Town and Canada Post as part of the installation of public services. | MILTON –
Engineering
Services | Final Approval |
| 11. | Upon approval of the composite utility plan by the Town and prior to finalization of the subdivision agreement, the developer agrees to provide notification outlining the impact of the composite utility plan on specific lots and the updated warning clauses to all purchasers. The Owner agrees to identify the utilities in the adjacent right-of-way, and community mail boxes, if located within 10 metres of a lot. For corner lots, the notification needs to identify whether these are placed next to the front or side yard. The developer agrees to provide a copy of the notification confirming that the foregoing notification has been provided to the satisfaction of the Town. | MILTON –
Engineering
Services | Final Approval |
| 12. | The Owner agrees, at his cost, to distribute copies of the full-colour Town of Milton environmental brochure to all residents | MILTON –
Community | Final
Approval/ |

within this subdivision prior to occupancy and again prior to Assumption of the subdivision. The Town may require distribution at other times if the need to educate the residents about environmental areas and stewardship is required. In addition, the Owner agrees to have the brochure available to prospective purchasers at the sales offices and model homes.	Services	Subdivision Agreement
13. The Owner agrees to print and distribute copies of the Town of Milton tree care door hanger to all new home purchasers in the subdivision to coincide with the planting of street trees near their properties. Furthermore, the Owner agrees to re-distribute the doorhanger as required up until Assumption of the subdivision.	MILTON – Community Services	Subdivision Agreement
14. The Owner shall supply, install and confirm in writing that all signage identifying woodlot, park and open space lands have been installed to the satisfaction of the Director of Community Services.	MILTON – Community Services	Subdivision Agreement
15. Prior to the completion of home sales or the commencement of construction works on the site (including site alteration, pre-servicing and/or building construction), the owner agrees to provide written notice to all homeowners located in and abutting the subdivision plan, advising of the time frame in which construction activities may occur, and the potential for residents to be inconvenienced by construction activities such as noise, dust, dirt, debris and construction traffic. The Owner shall minimize impacts on existing residents and provide regular updates to reflect any changes to the construction schedule.	MILTON – Dev Review	Subdivision Agreement

F. Warning Clauses

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| 1. The Owner agrees to place the following notification in all offers of purchase and sale for all lots and/or units and in the Town's development agreement to be registered on title: | | Site Plan Approval for Sales Office / Subdivision Agreement |
| 1) "Purchasers and/or tenants of lots or units are advised that servicing of the lands will be via a lake based water system." | RMH | |
| 2) "Purchasers and/or tenants of lots or units are advised that the homeowner will be responsible for waste disposal until such time as Halton Region deems their street to be safe and accessible to receive Regional waste collection services." | RMH | |

- 3) "Purchasers and/or tenants of lots or units of Blocks 7 to 18 are advised that any landscaped portions of these lots and blocks are not considered to be outdoor amenity areas and that there are restrictive covenants on title to this effect." **MILTON – Dev Review**
- 4) "Purchasers and/or tenants of lots or units of Blocks 15 to 18 and the south half of Block 14 and for Blocks 9 to 13 and the north half of Block 14 are advised that the yard abutting Street A (to the south) and Street B (to the east), respectively, is considered to be the front yard." **MILTON – Dev Review**
- 5) "Purchasers and/or tenants of lots or units of Blocks 7 to 18 are advised that the maximum fence height in a yard abutting a streetline is 1.2 metres." **MILTON – Dev Review**
- 6) "Purchasers and/or tenants of lots or units in the vicinity of Block 36 and 37 are advised that these Blocks are designated and will be developed for business commercial and office uses in accordance with the approved Zoning By-law. Part of Block 36 is zoned for and may be developed for a gas station, car wash and service station." **MILTON – Dev Review**
- 7) "Purchasers are advised that the developer and/or builder must satisfy a number of requirements prior to the Town of Milton being in a position to issue building permits for dwellings or other buildings on the subject lands. The Owner is required to provide a bi-monthly status report to builders for display in their sales offices and purchasers are advised to regularly obtain updated status reports from their builder as closing dates may be effected." **MILTON – Dev Review**
- 8) "Purchasers and/or tenants of residential of lots or units are advised that numbers may be used by the Builders to refer to lots or units, but that these numbers are used for marketing purposes only and they have no status in terms of street addressing. Final street numbers will be assigned by the Town prior to registration of the subdivision." **MILTON – Dev Review**
- 9) "Purchasers and/or tenants of lots or units are advised that home/business mail delivery will be from designated centralized mail boxes and that purchasers are to be notified by the developer / Owner regarding the exact centralized mail box locations prior to the closing of any home sales." **CANADA POST**

- 10) “Purchasers and/or tenants of lots or units 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 directed to public schools outside of the area.” **HDSB**

- 11) “Purchasers and/or tenants of lots or units are advised that school busses will not enter cul-de-sacs and that pick up points will generally be located on through streets convenient to the Halton District School Board. Additional pick up points will not be located within the subdivision until major construction activity has been completed.” **HDSB**

- 12) “Purchasers and/or tenants of lots or units are advised that sufficient Catholic School accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. The Halton Catholic District School Board will designate pick up points for children to meet the bus, if necessary, on roads that are currently in existence or at other pick up areas convenient to the Board.” **HCDSB**

- 13) “Purchasers and/or tenants of residential lots or units are advised that above warning clauses are draft and will be revised, once the composite utility plan and the subdivision agreement have been finalized. The developer agrees to provide the revised warning clauses to all purchasers at that time.” **MILTON – Engineering Services**

- 14) “Purchasers and/or tenants of lots are advised that temporary inconveniences due to ongoing construction activities such as noise, dust, dirt, debris and construction vehicles may occur throughout the duration of the development of lots and blocks within this plan of subdivision, as well as future phases or the development of adjacent lands.” **MILTON – Engineering Services**

- 15) “Purchasers and/or tenants are advised that due to the limited on-street parking, the Corporation of the Town of Milton will not issue driveway curb cut widening permits.” **MILTON – Engineering Services**

- 16) "Purchasers and/or tenants are advised that the Town of Milton Parking By-law limits on-street parking to three (3) hours." **MILTON – Engineering Services**
- 17) "Purchasers and/or tenants of lots or units in the area of "stub roads" are advised that these roads are to be extended at some future date when the adjacent lands develop." **MILTON – Engineering Services**
- 18) "Purchasers and/or tenants of lots or units are advised that there may be sidewalks and/or above ground utility facilities such as fire hydrants, hydro transformers, community mail boxes and cable/telecommunications pedestals located in front of their properties within the Town's road allowance or on easements." **MILTON – Engineering Services**
- 19) "Purchasers and/or tenants of designated lots are hereby advised that telecommunication or Hydro Utility Equipment Buildings may be located adjacent to their property and may be visible from their dwelling." **MILTON – Engineering Services**
- 20) "Purchasers and/or tenants of lots or units having frontage on collector or arterial roads are advised that projected traffic volumes on the arterial/collector road in the development area may be in excess of that typically expected on a residential roadway with direct frontages on that road." **MILTON – Engineering Services**
- 21) "Purchasers and/or tenants of units having frontage or flankage on collector or arterial roads are advised that the Town of Milton may include the roadways as part of the municipal transit system. This would include a bus stop and/or bus route." **MILTON – Engineering Services**
- 22) "Purchasers and/or tenants of lots or units are advised that on-road cycling routes may be provided on collector and arterial roads in accordance with the Town of Milton Trails Master Plan, and the approved Secondary Plan and/or area-specific plan." **MILTON – Engineering Services**
- 23) "Purchasers and/or tenants are advised that the dwelling/unit may be supplied with a sump pump for stormwater drainage purposes. Purchasers are advised and acknowledge that maintenance and repair from time to time is the responsibility of the Purchaser. Purchasers are advised to conduct regular maintenance checks of the" **MILTON – Engineering Services**

equipment from time to time.”

- 24) “Purchasers and/or tenants are advised that the Town required the installation of chain link fencing along the mutual lot lines between residential lots or blocks and public lands, such as stormwater management blocks, channel and buffer blocks, walkway blocks, and servicing blocks. This fencing is installed on Town property and is owned by the Town. The Town does not permit any alteration to this fencing, including the installation of gates.” **MILTON – Engineering Services**
- 25) “Purchasers and/or tenants of all lots or units are advised that after assumption of the subdivision, the Town at its sole discretion, may repair, replace and/or remove any landscape design element on Town property.” **MILTON – Engineering Services**
- 26) “Purchasers and/or tenants of lots or units adjacent to or near channel blocks, environmental buffer blocks, stormwater management blocks, servicing blocks, railroad buffer blocks and utility corridors are advised that these blocks have been vegetated to create a natural setting. Be advised that the Town will not carry out routine maintenance such as grass and weed cutting. Some maintenance may occur in the areas that are developed by the Town for public walkways, bikeways and trails.” **MILTON – Engineering Services**
- 27) Street Trees **MILTON – Community Services**
“Purchasers and/or tenants of all lots or units are advised that if any fee has been paid by the purchaser to the developer for the planting of trees on Town boulevards in front of residential units, such payment does not obligate the Town nor guarantee that a tree will be planted on the boulevard in front or on the side of a particular residential dwelling.”
- 28) “Purchasers and/or tenants of all lots or units are advised that street trees will be the property of the Town upon Assumption of the subdivision. During the subdivision construction process, the Town will not be replacing dead street trees as they are the responsibility of the developer to replace. Please be advised that the timing of replacements during subdivision construction is not known by the Town. Resident replacement requests received will be forwarded directly to the developer to review and address, as required.” **MILTON – Community Services**

- 29) “Purchasers and/or tenants of all lots or units are advised that alterations to street trees or the areas around the trees are not permitted as these additions and/or alterations may be detrimental to the health and vigor of the trees.” **MILTON – Community Services**
- 30) Fencing **MILTON – Community Services**
 “Purchasers and/or tenants of all lots or units are advised that the Town required the installation of chain link fencing along the mutual lot lines between residential lots or blocks and public lands, such as parkland, open space and woodlots. This fencing is installed on Town property and is owned by the Town. The Town does not permit any alteration to this fencing, including the installation of gates.”
- 31) Trails **MILTON – Community Services**
 “Purchasers and/or tenants of lots or units abutting stormwater management blocks, creek or channel blocks, environmental buffer blocks, open space blocks, woodlot buffer blocks or woodlot blocks, terrestrial corridors, open space, utility corridors and/or environmental linkage blocks are advised that the Town reserves the right to install a public trail or walkway (lit or unlit, as required) within these blocks. Purchasers and/or tenants are further advised that individual gate access to these blocks from their property is prohibited. In addition, dumping of yard waste or other household materials is also prohibited.”
- 32) Naturalization **MILTON – Community Services**
 “Purchasers and/or tenants of lots or units adjacent to or near the Community park Block 38 are advised that the park in whole, or in part, may be vegetated to create a natural setting. Be advised that in these areas the Town will not carry out routine maintenance such as grass and weed cutting.”
- 33) Park Blocks **MILTON – Community Services**
 “Purchasers and/or tenants of lots or units within this subdivision are advised that parkland, open space and/or trails may not be fully developed at the time of occupancy. The timing of parkland and trail development and the programming of these lands are at the discretion of the Town.”

near Block 38 Community Park are advised that this open space area will be used for general active and passive public recreation and leisure uses, including, but not limited to, walkways (lit and unlit, as required), bikeways, playgrounds, trails, sports fields (lit or unlit), splash pads, visitor parking or multi-use courts. The park facilities may be used in the evenings and on weekends.”

**Community
Services**

35) Park Blocks with Major Town Indoor / Outdoor Facilities:

“Purchasers and/or tenants of lots or units within this subdivision are advised that the Block 38 Community Park will be used for active and passive public recreation and leisure uses that may include, lit and unlit walkways, bikeways, water play areas, playgrounds, multi-use courts, and/or parking. This park will also be programmed year-around to accommodate large-scale civic events and tournaments, and will include indoor and outdoor facilities to support these uses, such as lit sports fields, concessions, event parking and/or buildings. In addition to daytime use, the park will be scheduled for evening and weekend use.”

**MILTON –
Community
Services**

36) “Purchasers and/or tenants of lots or units within this subdivision are advised that noise from Block 38, a Community Park or a Community Centre, may occasionally interfere with some activities of dwelling occupants as the noise may exceed the Municipality’s and the Ministry of the Environment and Energy’s noise criteria during civic events and tournaments. It should be noted that some events are expected to be exempted from the Town’s normal noise by-law provisions.”

**MILTON –
Community
Services**

37) “Purchasers and/or tenants of lots or units in proximity to the Block 38 Community Park are advised that the road adjacent to these lands will be subject to higher than normal traffic volumes as a result of the Community Park facilities and activities. Furthermore, purchasers and/or tenants are advised that the Town may create a vehicular access for these lands from the street and/or allow for parking on the street specifically for park use.”

**MILTON –
Community
Services**

38) “Purchasers and/or tenants of all lots or units are advised that the persons who first purchase the subdivided lands after the final approval of the plan of subdivision are informed at the time the land is transferred of all the development charges related to the development to the

**MILTON –
Corporate
Services**

satisfaction of Town Administration.”

39) **SHERWOOD Phase 2C**

“Purchasers and/or tenants of all lots or units are advised that, if the Owner within Phase 2C of the Sherwood Survey Planning District assigns the Financial Agreement made on February 27th, 2006 (the “Phase 2C Financial Agreement”) or any Assumption Agreement relating to same, to any purchaser of all or any part of the Lands within the Plan, the Owner shall require, as a condition of such conveyance, that the purchaser (other than a purchaser of a home or individual lot or lots for personal use and not for inventory of a business) shall execute, prior to such conveyance, an agreement with the Town on the same terms and conditions as the Phase 2C Financial Agreement, including the payment of the General Capital Provision, the Parkland Overcontribution Amount, the Deficit per Unit Amount and the Parkland Development Deficit per Unit Amount. The agreement of purchase and sale shall state that the condition of conveyance shall not be waived by the Owner and that it shall not merge on closing. If the Owner conveys all or any part of the subdivided lands prior to execution of such agreement, in addition to any other remedies available to the Town, no application for building permit shall be made and the Town shall be entitled to withhold all building permits until such agreement is executed.”

**MILTON –
Corporate
Services**

Noise Warnings

40) “Purchasers and/or tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.

**MILTON –
Engineering
Services/
RMH**

41) “Purchasers and/or tenants of lots or units adjacent to or near Street A are advised that Street A is an east/west collector road connecting the industrial area on Peru Road with new Tremaine Road and that Street A will be used for industrial truck traffic and this may cause some inconvenience.”

**MILTON –
Engineering
Services**

42) “Purchasers and/or tenants of lots or units are advised that this development is in proximity to commercially zoned lands whose activities may at times be audible.”

**MILTON –
Dev Review**

- 43) **“Purchasers and/or tenants of lots or units are advised that despite the inclusion of noise control features in this development area and within the building units, sound levels from increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound level may exceed the noise guidelines of the Municipality and the Ministry of Environment.”** MILTON – Engineering Services/ Dev Review
- 44) **“Purchasers and/or tenants of lots or units are advised that sounds from the area’s industrial uses may occasionally be audible.”** MILTON – Dev Review
- 45) **“Purchasers and/or tenants of lots or units are advised that all dwelling units have been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed thereby ensuring that the indoor sound levels are within the Municipality’s and the Ministry of Environment’s noise criteria.”** MILTON – Dev Review
- 46) **“Warning: This site is adjacent to industrial lands, including lands owned by Granite REIT, the Stronach Trust and their assigns or successors. The industrial lands incorporate heavy industrial operations including the operations of Modatek Systems and Karmax Heavy Stamping. These facilities operate 24 hours per day. Activities include loading, unloading, and repair of large tractor trailer trucks; movements of railway cars; and various industrial processes. There may be alterations to or expansions of the industrial facilities in the future. Notwithstanding that the development has been designed to minimize the potential noise impacts from the industrial facilities, and that various noise control measures have been installed at the industry and incorporated into the development, sounds from the industrial facilities may at times be audible, and may adversely affect the living environments of residents.”** MILTON – Dev Review
- 47) **“Purchasers and/or tenants are advised that the dwelling is located in an area classified as a Class 4 area, as defined in the Ministry of the Environment *Environmental Noise Guideline Stationary and Transportation Sources – Approval and Planning*,** MILTON – Dev Review

Publication NPC-300 and the dwellings incorporate receptor based and architectural noise control measures, where required.”

- 48) **“Purchasers and/or tenants of lots or units are advised that sound levels due to the adjacent industries are required to comply with sound level limits that are protective of indoor areas and are based on the assumption that windows and exterior doors are closed. This dwelling unit has been supplied with a ventilation/air conditioning system which will allow windows and exterior doors to remain closed.”** **MILTON – Dev Review**

Closing Conditions

1. Prior to signing the final plan, the Town of Milton Planning and Development Department shall be advised by the Community Services Department that the following Conditions have been carried out to its satisfaction:
 Section A – 6c, 10, 13
 Section B – 5, 6k, 7a-b
 Section D – 1-18 (Community Services)
 Section E – 12-14
 Section F – 27-37
MILTON – Community Services
2. Prior to signing the final plan, the Town of Milton Planning and Development Department shall be advised by the Corporate Services Department the following Conditions have been carried out to its satisfaction:
 Section D – 1-4 (Corporate Services)
 Section F – 38-39
MILTON – Corporate Services
3. Prior to signing the final plan, the Town of Milton Planning and Development Department shall be advised by the Engineering Services Department the following Conditions have been carried out to its satisfaction:
 Section A – 1b-k, 3, 6a, 6b, 7, 8, 10, 13, 17-52
 Section B – 1, 3-5, 6a-e, g,-j, l-o, 7a-b
 Section D – 1-30 (Engineering Services)
 Section E – 8-11
 Section F – 13-26, 40-41, 43
MILTON – Engineering Services
4. Prior to signing the final plan, the Town of Milton Planning and Development Department shall be advised by the Regional Municipality of Halton the following Conditions have been carried out to its satisfaction:
RMH

Section A – 10
Section B – 4, 5, 6d, j, l, o
Section D – 1-29 (Halton Region)
Section F – 1, 2

5. Prior to signing the final plan, the Town of Milton Planning and Development Department shall be advised by Conservation Halton the following Conditions have been carried out to its satisfaction: **CH**
 - Section A – 10, 28-33
 - Section B – 5, 6a-f, h, 7a and b
 - Section D – 1-37 (Conservation Halton)
6. Prior to signing the final plan, the Town of Milton Planning and Development Department shall be advised by the Halton District School Board the following Conditions have been carried out to its satisfaction: **HDSB**
 - Section D – 1-4 (School Boards)
 - Section F – 10 and 11
7. Prior to signing the final plan, the Town of Milton Planning and Development Department shall be advised by the Halton Catholic District School Board the following Conditions have been carried out to its satisfaction: **HCDSB**
 - Section D – 5 (School Boards)
 - Section F – 12
8. Prior to signing the final plan, the Town of Milton Planning and Development Department shall be advised by Canada Post the following Conditions have been carried out to its satisfaction: **Canada Post**
 - Section D – 1-7 (Postal Services)
 - Section F – 9
9. Prior to signing the final plan, the Town of Milton Planning and Development Department shall be advised by the Ministry of Citizenship, Culture and Recreation the following Conditions have been carried out to its satisfaction: **MCZCR**
 - Section B – 8
10. Prior to signing the final plan, the Town of Milton Planning and Development Department shall be advised by Milton Hydro the following Conditions have been carried out to its satisfaction: **Hydro**
 - Section D – 21-22 (Engineering Services)

11. If the plan of subdivision has not been registered by **~insert lapsing date~**, the draft approval shall lapse pursuant to Section 51(32) of the Planning Act, 1990. Extensions may only be granted under the provisions of Section 51(32) of said Planning Act prior to the lapsing date.

Draft Approved on XXXX – OMB Order No. XXXX

NOTES:

1. It is the sole responsibility of the Owner to provide each agency with all information required in order to allow the agency to clear the condition(s) of draft plan approval, which it has required.
2. The Owner is advised to contact Milton Hydro well in advance of construction to arrange for the subdivision agreement and for servicing requirements.
3. The appropriate permits will be required from Conservation Halton pursuant to Ontario Regulation 162/06, as for any works below the Fill Line, the Regulatory floodline or within the watercourse.
4. The Owner should ensure that any vegetation removal take place outside of the nesting seasons, pursuant to the Migratory Birds Conventions Act.
5. Regional Development Charges and Surcharges are payable in accordance with the applicable Regional Development Charges By-Law and required at the following stages: **Subdivision Agreement:** Water Services, Wastewater Services and Roads services components of the development charge (including any Blocks intended for future development at the maximum density permitted under the applicable Zoning By-law). **Building Permit Issuance:** All remaining Region Wide Development Charges in effect at the date of issue. **NOTE:** Any building permits which are additional to the maximum unit yield which is specified by the Subdivision Agreement are subject to all Regional Development Charges (including water, wastewater and road services not collected at subdivision agreement) prior to the issuance of the building permit, at the rate in effect at the date of issue. It should be further noted that a development agreement and other agreements might be required to collect Regional Development Charges in advance of these two stages.
6. Development Charges of the Town of Milton are payable in accordance with the applicable Development Charges By-law and required at the following stages: **Subdivision Agreement Registration:** Roads and Related Service Component of the development charge. **Building Permit Issuance:** all remaining Town Service Components at the rate in effect at the date of issue.

OR:

7. Development Charges of the Town of Milton are payable in accordance with the applicable Development Charges By-law and required at the following stages: **Subdivision Agreement Registration:** Roads and Related Service Component and the area specific Stormwater Management Monitoring Component of the development charge. **Building Permit Issuance:** all remaining Town Service Components at the rate in effect at the date of issue.

8. Education Development Charges are payable in accordance with the applicable Education Development Charges By-laws (Halton District School Board and Halton Catholic District School Board), and are required at the issuance of a building permit at the rate in effect at that time. Any building permits which are additional to the maximum unit yield which 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.
9. The Owner is hereby advised that cash-in-lieu of parkland dedication is payable at the time of building permit issuance, to the satisfaction of the Town in accordance with Town Policy and the Parkland Dedication By-law.
10. Fees are required to be paid to the Region of Halton and the Town of Milton for each extension to draft approval and for major revisions to the draft plan or conditions.
11. The Developer is hereby advised that prior to commencing any work within the plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the communication/telecommunication infrastructure. If the Developer elects not to pay for the connection to and/or extension of the communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).

Legend

RMH	Regional Municipality of Halton
MILTON	Town of Milton
MCZCR	Ministry of Citizenship & Culture
CH	Conservation Halton
HCDSB	Halton Catholic District School Board
HDSB	Halton District School Board
Canada Post	Canada Post

