



The Corporation of the TOWN OF MILTON

Report To: Mayor G.A. Krantz & Members of Council

From: Barbara Koopmans, Acting Director of Planning and Development

Date: June 30, 2014

Report No: PD-027-14

Subject: Technical Report – Proposed local official plan amendment, plan of subdivision and amendment to the Zoning By-law (the “**Applications**”) by 1321387 Ontario Inc., Valleygrove Estates Inc. and Milton Meadows Properties Inc. (collectively “**Century Grove/MM**”) to lands legally described as Part of Lot 3, Concession 1, Esquesing, Town of Milton, (the “**Lands**”) to permit development of a mixed use plan of subdivision (LOPA-01/07, 24T-07003/M and Z-03/07).

Recommendation: **THAT Town of Milton Council supports application LOPA-01/07 for an amendment to the Town of Milton Official Plan to amend the policies and schedules of the Official Plan and the policies and schedules of the Sherwood Survey Secondary Plan, as outlined in report PD-014-14 and approved by the Ontario Municipal Board, and as further amended in accordance with report PD-027-14 on lands legally described as Part of Lot 3, Concession 1, Esquesing, Town of Milton, Regional Municipality of Halton, substantially in accordance with the Official Plan Amendment, attached as Appendix 1;**

AND THAT Town of Milton Council supports that Century Grove/MM be required to mitigate noise from all sources to Class 1 standards but that Council also supports the classification of the Lands as a Class 4 area in both the local official plan amendment (“LOPA”) and the zoning by-law amendment noted below, in accordance with the Ministry of Environment Environmental Noise Guideline NPC-300, to provide any necessary additional relief to Magna and Granite in light of some ambiguity in the interpretation of NPC-300 and some uncertainties in the timing of road infrastructure and traffic volumes and associated noise;

AND THAT Town of Milton Council supports the granting of draft plan approval of the proposed plan of subdivision, for



which 100 SDE of servicing allocation has been secured with Halton Region, subject to the standard and site-specific conditions attached as Appendix 3 to PD-027-14;

AND THAT Town of Milton Council supports the granting of draft plan approval of the proposed plan of subdivision where servicing allocation has not yet been secured on the following terms and conditions:

(i) that a no pre-sales agreement be entered into between Century Grove and the Region to ensure that lots or blocks within the draft plan are not offered for sale until servicing allocation is secured; and

(ii) that registration of all or part of the plan of subdivision may not take place until all external water and wastewater infrastructure is secured or in place to the satisfaction of the Region.

AND THAT Town of Milton Council supports the approval by the Board of application Z-03/07 for an amendment to the Town of Milton Zoning By-law to change the Greenlands B and the Future Development Zones to site-specific Residential Low Density, site-specific Residential Medium Density 2, site-specific Business Commercial, site-specific Greenlands A, Greenlands A, Greenlands B, and Open Space zone symbols on the land to permit the development of a mixed use plan of subdivision and adding the Holding Symbol H14, to all residential and business commercial zone symbols and adding the Holding Symbol H15, to all residential zone symbols and adding the Holding Symbol H1 to a portion of the Residential Medium Density 2 zone symbol, on lands legally described as Parts of Lot 3, Concession 1, Esquesing, Town of Milton, Regional Municipality of Halton, substantially in accordance with the draft By-law attached as Appendix 2 to report PD-027-14 (the "ZBA")

AND THAT Council's support for the draft plan of subdivision and the ZBA is conditional upon the approval of the local official plan amendment (LOPA-01/07) and the resolution of the outstanding technical matters set out in this report, including the entering into of minutes of



settlement between Century Grove, the Town, Magna, Granite and the Stronach Trust dealing with matters of land use compatibility and the formulation and securing of appropriate noise mitigation measures;

AND THAT the Mayor and Clerk are hereby authorized to execute such minutes of settlement, upon the advice of the Acting Director of Planning and legal counsel;

AND THAT the Acting Director of Planning and Development (i) is authorized to make minor changes to the LOPA, Draft Plan and ZBA as a result of further discussions with the parties to the Ontario Municipal Board hearing prior to the completion of the hearing; and (ii) retain her delegated authority to deal with any revisions to the Town's draft plan conditions, attached as Appendix 3 to PD-027-14, as she deems necessary, appropriate and in the public interest;

AND THAT staff and legal counsel be authorized to attend the Ontario Municipal Board hearing to present evidence in support of Council's position.

EXECUTIVE SUMMARY

1321387 Ontario Inc. and Valleygrove Estates Inc. ("**Century Grove**") have applied for a local official plan amendment, a zoning by-law amendment and draft approval for a plan of subdivision application for the Century Grove Lands (the "**Applications**"). Because of ownership layout and the realignment of Tremaine Road, a small portion of Milton Meadows Properties Inc. lands are included in the Century Grove LOPA, ZBA and draft plan of subdivision.

Local Official Plan Amendment

The local official plan amendment application for the Milton Heights Neighbourhood (the "**LOPA**") was made by the Milton Heights Landowners Group (the "**MHLG**"), of which Century Grove is a participating member. The LOPA is being dealt with in two separate reports. The LOPA, as considered in report PD-014-14, recommended the LOPA, plan of subdivision and zoning amendment applications to proceed for the Milton Meadows and Andrin properties and implemented the Environmental Assessment for realigned Tremaine Road (the "**Tremaine EA**") with respect to the Century Grove Lands. As part of report PD-027-14, a further amendment to the LOPA, which has now been approved by the Ontario Municipal Board, is proposed to introduce land use designations for the Century Grove Lands, including the classification of a Class 4 area as contemplated



under the Ministry of Environment Environmental Noise Guideline NPC-300 (“**NPC-300**”), and to introduce specific policies to address land use compatibility and subdivision design issues.

Zoning By-law Amendment

In its application, as revised, Century Grove has requested an amendment to the Town of Milton Zoning By-law 144-2003, as amended, to change the zoning applicable to the subject lands from the Future Development (FD) and Greenlands B (GB) Zones to site-specific Residential Low Density (RLD), site-specific Residential Medium Density 2 (RMD2), site-specific Business Commercial (C6), site-specific Greenlands A (GA), Greenlands A (GA), Greenlands B (GB), Open Space (OS) zones (the “**ZBA**”). This amendment is requested in order to permit the development of a mixed use plan of subdivision on the Lands.

Plan of Subdivision

The most recent version of the plan of subdivision, dated December 13, 2013 and revised on May 18, 2014, attached as Figure 2, proposes the creation of 131 new residential dwelling units (5 single detached, twenty-four residential blocks with 126 street-oriented townhouses), one existing dwelling, four residential reserve blocks, two business commercial blocks, one community park block, one stormwater management block, one watercourse blocks, two valley land blocks, three environmental buffer blocks, two road widening blocks, a number of 0.3 m reserve blocks and an internal road system.

The plan of subdivision accommodates the new Tremaine Road right-of-way and the realignment of the NW-2-G1 creek, which requires the closure of portions of Peru Road and Third Sideroad. The Lands also include a heritage dwelling at 94 Peru Road. Constraints make preservation in situ difficult. These and other technical matters are proposed to be dealt with through holding provisions and draft plan conditions.

Issues Relating to the Applications

The Applications were appealed to the Ontario Municipal Board by Century Grove in October 2010 and the appeal was later consolidated with other appeals for the Milton Heights Neighbourhood. Subsequently, the hearing was phased. In February and March 2014, a hearing was held which dealt with a local official plan amendment for the Milton Heights Neighbourhood (except for land use designations and policies for Century Grove) and planning applications for the Milton Meadows and Andrin lands. In its decision related to these matters, dated April 10, 2014, the Board held open its file to deal with the Century Grove appeals at a later date, now set for July 28, 2014. Notwithstanding the appeal to the Board, Century Grove has continued to work with staff to resolve the issues relating to the proposed development.



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Most of the technical issues have been or are close to being resolved and staff remains hopeful that any remaining issues will be resolved prior to the commencement of the hearing on July 28, 2014. The plan of subdivision is sufficiently advanced to allow all of the Lands to be zoned subject to holding provisions. In preparation for the upcoming hearing, staff is requesting that a Council position be established to be presented to the OMB with respect to the Applications.

Currently, the heritage dwelling located at 94 Peru Road is shown partially on the community park block and partially on Street A. This is problematic because the heritage dwelling cannot encroach on the road right of way. It is also not desirable for it to be part of the community park block. If the heritage dwelling is to remain in situ, Street A may have to be shifted in consultation with Halton Region, Conservation Halton and the Ministry of Natural Resources. If the heritage dwelling is to be retained and/or relocated, the plan will need to be revised to include the relocated heritage dwelling within a block on the plan of subdivision.

Conclusions and Recommendations

Staff is generally satisfied that, conditional on the resolution of outstanding issues and satisfactory minutes of settlement, the plan of subdivision, subject to the conditions outlined in Appendix 3, will conform to Provincial, Regional and Town planning policy and achieves acceptable engineering and design standards.

Planning staff is satisfied that the proposed ZBA, is consistent with the policies of the Provincial Policy Statement and conforms to the Regional and Town Official Plans, provided that the local official plan amendment, processed under file LOPA-01/07, is amended to reflect the proposed land use designations for the Century Grove lands, and first, or concurrently, approved.

Subject to the resolution of the remaining issues, including satisfactory minutes of settlement between Century Grove, the Town, Magna, Granite and the Stronach Trust dealing with land use compatibility/noise issues, and the approval of the local official plan amendment by the Board, staff is prepared to recommend approval of the ZBA and the plan of subdivision by the Ontario Municipal Board and seeks Council's support for this position.

REPORT

Background

Agent

Rosemarie Humphries
Humphries Planning Limited
216 Chrislea Road, Suite 103



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Woodbridge Ontario L4L 8S5

Owners

1321387 Ontario Inc. and Valleygrove Estates
8800 Jane Street
Vaughn Ontario L4K 2M9

Milton Meadows Properties Ltd.
65 Royalpark Way
Woodbridge Ontario L4H 1J5

Location/Description

The Lands, located at 94 and 98 Peru Road, have an area of 25.28 hectares and include two existing dwellings, one of which (94 Peru Road) is listed on the Town's register of heritage properties under the Heritage Act. Third Sideroad forms the north boundary and Peru Road the east boundary. The southwestern portion of the Lands is part of the Sixteen Mile Creek valley. The Lands are within the Future Development (FD) and Greenlands B (GB) zones. The Lands are legally described as Part of Lot 3, Concession 1, former township of Esquesing, Town of Milton, and their location is illustrated on Figure 1.

The surrounding lands include existing industries east of Peru Road in a General Industrial (M2) zone. The lands to the north and west are owned by Milton Meadows, a participating member of the MHLG. The zoning amendment for the lands north of Third Sideroad was approved as part of a previous phase of the OMB hearing. A rural residential property is located to the south. This property is mostly within the Sixteen Mile Creek floodplain.

Local Official Plan Amendment

The LOPA, as considered in the earlier report PD-014-14, proposed: (i) changes in land use designations to reflect the addendum to the Tremaine EA; (ii) deletion of the requirement from Policy C.8.4.5.2 a) for Council approval of a tertiary plan for the Milton Heights Neighbourhood; (iii) a revision to the maximum residential density; and (iv) a number of policy refinements, in particular related to the Milton Meadows and Andrin lands. The LOPA was approved by the Ontario Municipal Board on April 10, 2014, subject to further revisions to follow for the Century Grove lands once the plan of subdivision, including the land use designations and policies, had been resolved.

These further revisions with respect to land use designations and associated policies are being considered as part of this report, PD-027-14. In particular, the proposed location of the land use designations for the Lands is finalized, including the Community Park, Business Park and Residential Areas. For the Business Park and Residential



Areas, policies are proposed with respect to noise mitigation and sensitive land uses. In order to deal with some uncertainties and ambiguity related to the interpretation of NPC-300 and the timing of road infrastructure and related traffic volumes and noise, and given that the design of the development will mitigate noise impacts to a Class 1 standard, the LOPA reflects that in these unique circumstances, staff can accept that the lands be classified as Class 4 under NPC-300.

Zoning amendment and plan of subdivision

Century Grove proposes to amend the Town of Milton Zoning By-law 144-2003, as amended, by replacing the Greenlands B (GB) and the existing Future Development (FD) zones with the Residential Low Density (RLD), two site-specific Residential Medium Density 1 (RMD1), Business Commercial (C6), Open Space (OS), site-specific Greenlands A (GA), Greenlands A (GA) and Greenlands B (GB) Zones. The purpose of the requested amendment is to allow the development of a mixed use plan of subdivision on the Lands (see Figure 2).

The proposed plan of subdivision addresses the requirements of the Tremaine EA and protects the environmental features of the lands. The plan includes an alternative collector road from Peru Road to new Tremaine Road, a community park and a stormwater management block located adjacent to the Sixteen Mile Creek valley and two business commercial blocks as an intervening land use between the existing major industries and the proposed residential development. A business commercial block is proposed abutting new Tremaine Road and Third Sideroad. New residential development is proposed to be located adjacent to new Tremaine Road.

The plan of subdivision is proposed to consist of the following:

<u>Land Use</u>	<u>No. of Lots/ Blocks</u>	<u>No. of Units</u>	<u>Area (ha)</u>
Detached dwellings	5	5	0.42
Street townhouses	24	126	2.41
Existing residential dwelling	1	1	0.41
Residential reserve blocks	4	0	0.21
Business commercial blocks	3		2.35
Community park block	1		3.2
Stormwater management pond block	1		0.79
Watercourse block	1		1.97
Valley land blocks	2		8.14
Environmental buffer blocks	3		0.74
0.3 m reserve blocks	11		0.01
Road widening block	2		0.14
Tremaine Road	1		0.05



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Internal road system			4.44
Total	43	131	25.28 ha*

* Total area does not add up due to rounding.

Supporting Documentation

Century Grove has submitted a number of technical reports in support of the proposed development. The reports provide the basis to determine that draft plan approval should be granted for the proposed plan of subdivision and that the plan is sufficiently advanced to support the ZBA. As a condition of draft plan approval, additional technical information will be required to be submitted and reviewed in support of the detailed engineering design and incorporated, as necessary, into some or all of the following studies. Until such time as all studies have been reviewed in conjunction with the detailed engineering design, changes to the subdivision design may result. Reports noted with an asterisk below have not addressed the heritage property at 94 Peru Road. These reports must be updated or separate reports must be provided prior to site alteration.

List of reports:

- Draft Plan of Subdivision prepared by Humphries Planning, dated December 13, 2013, revised May 18, 2014
- Subwatershed Impact Study for Areas 1, 2 and 4, volumes 1, 2 and 3, prepared by RAND Engineering Corporation et al., dated October 2013 and revised January 2014
- Functional Servicing Plan prepared by Urbantech, dated May 2014
- Traffic Impact Study prepared by HDR dated February 2013 and HDR response letter dated October 25, 2013
- Environmental Noise Feasibility Assessment prepared by Valcoustics Canada Ltd., dated May 2, 2014
- Heritage Impact Statement for 94 Peru Road prepared by James Bailey Architect, dated December 2011
- Urban Design Guidelines prepared by MBTW Watchorn, dated November 2013
- Architectural Design Guidelines prepared by Watchorn Architect, dated March 2007, revised November 2013
- Visual Impact Assessment prepared by Sitrine Research and MTBW Watchorn, dated November 20, 2013
- *Planning Appraisal Report prepared by Humphries Planning Inc., dated December 2006
- *Phase I Environmental Site Assessment, Tremaine Road and Highway 401, Milton, Ontario, prepared by Amec Earth & Environmental, dated 29 May 2006
- *Vegetation Inventory and preliminary tree preservation plan prepared by Strybos



Barron King, dated July 5, 2006

- *Report on the 2006 Stage 1-2 Archaeological Assessment prepared by Amick Consultants Limited, dated July 2006

Planning Policy

Staff has reviewed the Applications in relation to the policies of the Provincial Policy Statement (2014), the Growth Plan (2006), the Regional and Town Official Plans and the Sherwood Survey Secondary Plan. Staff has also reviewed the proposed revisions to the LOPA in relation to the policies relating to Milton Heights contained in the Sherwood Survey Secondary Plan. While different than the original vision for the community, the proposed amendment conforms to Provincial, and Town planning policy including the recent OMB approvals for the Milton Meadows and Andrin lands.

Century Grove/MM has not secured sufficient servicing allocation for the part blocks on the plan of subdivision. A holding provision has been included in the ZBA and conditions of draft plan approval are proposed to address this issue. Subject to approval of the local official plan amendment, and conditional on the resolution of the outstanding matters outlined in this report, staff is satisfied that the applications for the ZBA and the plan of subdivision conform to the Provincial, Regional, and Town policies with respect to zoning and subdivision matters.

Future Applications

Site plan control applies to all development, including the business commercial blocks, the park block and condominium development, if any. At the discretion of the Director of Planning and Development, residential development may be exempted from site plan control, if certain conditions are met. Century Grove will be required to submit detailed site plan drawings addressing such matters as site design, servicing, building elevations, lot grading and drainage, parking and landscaping for review and approval and enter into site plan agreements with the Town.

Discussion

Public Consultation

The Applications were appealed prior to the holding of a public meeting for the plan of subdivision and ZBA. However, two public meetings were held with respect to the related local official plan amendment for Milton Heights and associated tertiary plan. Several of the issues which were raised at these public meetings are relevant to the Applications and include concerns regarding density, the realignment of the NW-2-G1 watercourse, the closure of Peru Road, the need for an alternate road network and access for emergency services, land use compatibility with the existing industries, and the heritage dwelling at 94 Peru Road. These are discussed below under Issues.



Agency Consultation

The initial applications were circulated to external agencies on March 6, 2007. Subsequent revisions to the plan, supporting documentation and technical reports have been circulated in November 2013. The latest plan is dated May 18, 2014. The School Boards and the utilities have either offered no comment and/or objection to the applications or requested that standard conditions be imposed upon draft approval. Comments from the other agencies and departments are summarized below:

Halton Region

Halton Region staff has confirmed that 100 SDE of servicing allocation has been secured for the Lands. Staff has not yet received comprehensive comments or draft plan conditions from Halton Region.

Conservation Halton

Conservation Halton staff has commented extensively on the environmental issues affecting this plan, including the NW-2-G1 creek corridor. Conservation Halton staff is generally satisfied that their remaining concerns can be addressed through the draft plan conditions which they have provided.

Community Services

The plan provides for a community park block directly adjacent to Sixteen Mile Creek. The size of the block is smaller than agreed to in the Financial Agreement. The park block as configured is generally acceptable to Community Services staff, provided the MHLG agrees to provide cash-in-lieu of parkland dedication for the shortfall in parkland and subject to the resolution of the heritage dwelling issues noted later in this report. Community Services has provided both standard and site-specific conditions of draft approval which address their remaining comments.

Engineering Services

The plan provides for the required road widenings and an integrated road network system, including an alternate collector road to replace the function of that portion of Peru Road proposed to be closed in order to accommodate the realignment of the NW-2-G1 watercourse. Engineering Services has provided both standard and site-specific conditions of draft approval, which address their remaining comments.

Agency Draft Plan Conditions

The Town and Conservation Halton have provided draft plan conditions for the plan of subdivision. Attached as Appendix 3 to this report is a consolidated set of conditions



with each condition identified by agency. Staff has included the standard Regional conditions in the consolidated set of draft plan conditions. To the extent that agencies other than the Town wish to provide revised, or more current, conditions, staff will update the conditions prior to the Board hearing. Town Council is not being asked to endorse the conditions of other agencies.

Summary of Issues

Implementation of Tremaine EA

The plan of subdivision conforms to the Tremaine EA addendum and places the realigned NW-2G-1 creek over the Peru Road right-of-way and adjacent to the existing industrial area to the east. This alignment of the creek requires the closure of Peru Road for a section, south of Third Sideroad, approximately 355 metres in length. The plan of subdivision includes an alternate collector road, which will provide access to new Tremaine Road for several existing industrial and residential properties on Peru Road.

The NW-2-G1 creek has been identified as habitat for Redside Dace, an endangered fish species. Until the NW-2-G1 watercourse is relocated, the Lands are constrained by the presence of endangered species habitat and subject to the policies of the Provincial Policy Statement (2014). Based on the Region's request for the adjacent plan of subdivision, staff has included a draft plan condition and holding provision which requires the relocation of the creek prior to any development or site alteration occurring on the Lands.

The Tremaine EA appears to have placed a portion of the buffer associated with the creek on the industrial lands to the east side of Peru Road. This has been of some concern to Granite, the affected industrial land owner, as this would place additional regulated habitat on its lands. While it appears that staff from the permitting agencies have agreed on the final width of the NW-2-G1 watercourse corridor, should the Ministry of Natural Resources require that the corridor be widened, the increase in width will require the relocation of the business commercial block and the local street to the west, somewhat reducing the size of the residential area. This potential revision, while unlikely to be required, has been addressed in the proposed draft plan conditions.

It is staff's understanding that the acquisition of land and other matters relating to the realignment of the watercourse and Tremaine Road have not yet been finalized between the Region and Century Grove/MM. Once these issues have been resolved, the draft plan conditions may have to be revised to reflect any agreement with Halton Region.

Stationary Noise Impacts on the Plan

Mitigation of stationary noise sources remains a major technical issue for the Century



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Grove subdivision. The plan of subdivision incorporates a business park block as an intervening land use between the proposed residential area and the existing major industries, located on the east side of Peru Road. Century Grove has indicated that noise mitigation on the business park block, prior to development of the residential area, is not feasible, as the needs of the end users of the business park block, in terms of built form, are not known at this time.

In response to the noise environment related to the existing major industries, Century Grove is proposing to build a row of specifically designed deck-townhouses along the north and east sides of the residential development. These dwelling units are being designed to incorporate receptor-based noise mitigation. Façades of the dwelling, exposed to higher noise levels, may only have windows to non-habitable space, such as bathrooms, laundry rooms, and staircases. Outdoor amenity space, consisting of balconies, will be oriented toward the interior of the residential area and shielded by the dwelling. In the ZBA, a holding provision requires that Century Grove construct these perimeter townhouse blocks and any other required noise mitigation prior to the remainder of the residential development.

These issues have been the subject of technical studies and have implications for the planning of the Century Grove/MM lands and other lands within the Milton Heights Neighbourhood with respect to land use compatibility, phasing of development, massing and height of structures and mitigation measures. There has been an ongoing exchange of technical information that has informed the noise impact studies and peer reviews and the affected parties – the Century Grove/MM, Magna, Granite, the Stronach Trust and the Town – are near to a resolution of the issues for the Lands, with minutes of settlement pending.

The LOPA and the draft plan conditions contemplate mitigation measures and private agreements and easements and/or restrictive covenants, all with a view to minimizing land use compatibility issues for both future residents of the plan of subdivision and the industries and to ensure that those industries and industrial lands remain viable in the long term. In the absence of mitigation measures and private agreements and easements and/or restrictive covenants and minutes of settlement, which are pending, staff would be unable to recommend the local official plan amendment with the current land use designations or the plan of subdivision and ZBA for the Lands.

In addition, staff recommends that the Lands be classified as Class 4 in the LOPA and the zoning by-law amendment. The notion of a Class 4 classification under NPC 300 evolved out of discussions between the landowners and representatives of the existing major industry, who are party to the hearing. A Class 4 designation means an area or specific site that would otherwise be defined as Class 1 or 2 and which: (i) is an area intended for development with new noise sensitive land uses(s); and (ii) is in proximity to existing, lawfully established stationary source(s); and (iii) has formal confirmation from the land use planning authority with the Class 4 area classification which is



determined during the land use planning process. Classification of lands as a Class 4 area allows these lands to be exposed to higher steady, varying and impulsive sound levels for outdoor points of reception and at the plane of window of noise sensitive spaces.

Typically, planning staff would not recommend the implementation of this designation as it simply changes the applicable standard rather than providing functional mitigation. In this circumstance, however, the design of the development will mitigate the noise impacts to a Class 1 standard, and this requirement has been identified in the LOPA and draft plan conditions. As such the Class 4 classification is intended to provide additional notification to future residents and is not in lieu of the implementation of actual mitigation. The Class 4 classification assists Magna and Granite given some ambiguity related to the interpretation of NPC 300 and some uncertainties around the timing of road infrastructure and associated traffic volumes and traffic noise levels and will not put Magna at risk with respect to its Environmental Certificate of Approval. As such and in these narrow circumstances, staff can accept the Class 4 designation on the subject lands.

Business Commercial Blocks

The Business Park designation is maintained and is proposed to be zoned Business Commercial. The intent for the Business Park blocks is to serve as an intervening land use, providing a physical separation and a transition of uses and built form between the General Industrial Area and the Residential Area. The width of the business commercial block, Block 37, will likely result in less flexibility in the design, built form and site layout than may be typical for these types of sites and will constrain types of uses and site development for this block.

Century Grove has requested an increase in the retail commercial gross floor area for the business commercial blocks. An overall increase in local commercial and retail gross floor area is recommended from 30,000 sq. ft. to 60,000 sq. ft for the Milton Heights neighbourhood generally in the vicinity of Third Sideroad and future Tremaine Road. The Town's market consultant has verified that this increase in commercial retail space is reasonable and appropriate in this location. On the adjacent plan of subdivision (Milton Meadows), 30,000 sq. ft. of retail commercial space has been allocated to the local commercial block at the northwest corner of Third Sideroad and future Tremaine Road. Therefore the additional 30,000 sq. ft. is proposed to be allocated to the business commercial blocks on the Century Grove lands.

Heritage dwelling

An existing heritage dwelling is located at 94 Peru Road. This is, arguably, one of the largest and grandest house in Peru. It was situated slightly outside the village and was



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built as the home of Socrates Center, who was an early Peru industrialist and a Town of Milton Councillor. Given the required road pattern and setbacks from the red side dace channel, the design of the subdivision results in the placement of the heritage dwelling partially within the alignment of Street A and partially on the community park block. These constraints make preservation in situ difficult. However, the Owner is not willing to commit to relocate the heritage dwelling at this time.

Because the Town cannot accept a site with a heritage dwelling as parkland, and with the objective of retaining the heritage dwelling in situ until a peer review of the heritage study can be completed, staff is proposing that (i) the land use designation of the dwelling remain Business Park Area; (ii) the dwelling and surrounding site be placed in a Business Commercial zone; and (iii) conditions of draft approval be imposed, including a condition that requires a peer review of the heritage report submitted by Century Grove, at its expense, and the implementation of a Mothballing Plan to secure the heritage dwelling until the report has been peer reviewed and a final determination is made regarding its preservation and/or relocation elsewhere in the plan of subdivision.

Community Park

The proposed community park is located south west of Peru Road and the new collector road and adjoins the Sixteen Mile Creek valley lands. A proposed stormwater management pond separates the park from an existing residence. The park block does not have flankage alongside new Tremaine Road, but is located on a collector road behind several low density residential lots and a stormwater management pond. The park block is currently shown as 3.12 hectares in size and is therefore somewhat smaller than the required 3.6 hectares. The size of the park may be further reduced depending on the resolution of the issues associated with the heritage dwelling. While staff would prefer 3.6 hectares of community parkland, as contemplated in the Sherwood Survey Secondary Plan and associated Financial Agreement, staff is prepared to recommend the current plan with a 3.12 hectare community park in the context of a settlement of the issues with all of the parties, subject to the resolution of the issues associated with the heritage dwelling, and provided that the difference will be made up by cash-in-lieu of parkland.

Residential Development

The proposed density for the residential development is an average of 43 units per net hectare with a lower density for the detached dwellings south of Street A and higher densities north of Street A, between new Tremaine Road and the business park and industrial areas.

This maintains the intent of policy C.8.4.5.2 a) in the Sherwood Survey Secondary Plan which directs higher density development to be located near arterial roads, employment



lands, provincial highways, railways, and employment areas and lower density near the Niagara Escarpment Plan Area, existing residential development and natural heritage features. With larger lot development proposed to abut the Sixteen Mile Creek valley lands and higher density development in the area between new Tremaine Road and the existing industries, the plan of subdivision meets the intent of this policy.

In addition, the overall layout of the plan achieves a number of objectives:

Because of noise impacts from stationary noise sources on the adjacent industrial lands, the residential development and built form of that development is configured and oriented in a manner which optimizes noise mitigation but also results in higher densities. As noted, due to some ambiguity in the interpretation of NPC 300, and some uncertainties around the timing of road infrastructure and associated traffic volumes and traffic noise levels, the lands are proposed to be classified as a Class 4 area.

The Urban Design and Architectural Design Guidelines will have to be updated to reflect this plan. In addition, through the draft plan conditions, staff will require streetscape plans for the streets in this plan of subdivision. In order to ensure that the frontages along Street A are treated as front yards with a uniform streetscape, staff proposes to require fencing and individual walkways to the porches. While a few minor issues are yet to be fully resolved, staff is working with Century Grove to finalize these last few issues.

Relationship to the Strategic Plan

This application relates to all of the goals of the Strategic Plan: “A responsible, cost effective and accountable local government”, “Well managed growth, well planned spaces”, “A safe, liveable and healthy community”, “A diverse and sustainable economy” and “A thriving natural environment that is a valued community asset to be protected, maintained and enjoyed.”

Financial Impact

The Town is currently incurring the costs of an Ontario Municipal Board appeal and peer review of the technical reports.

Respectfully submitted,
Barbara Koopmans, BES, MCIP, RPP, CMO
Acting Director, Planning and Development

For questions, please contact: Barbara Koopmans 905-878-7252 ext. 2304
and Maria Smith and ext. 2311



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Attachments

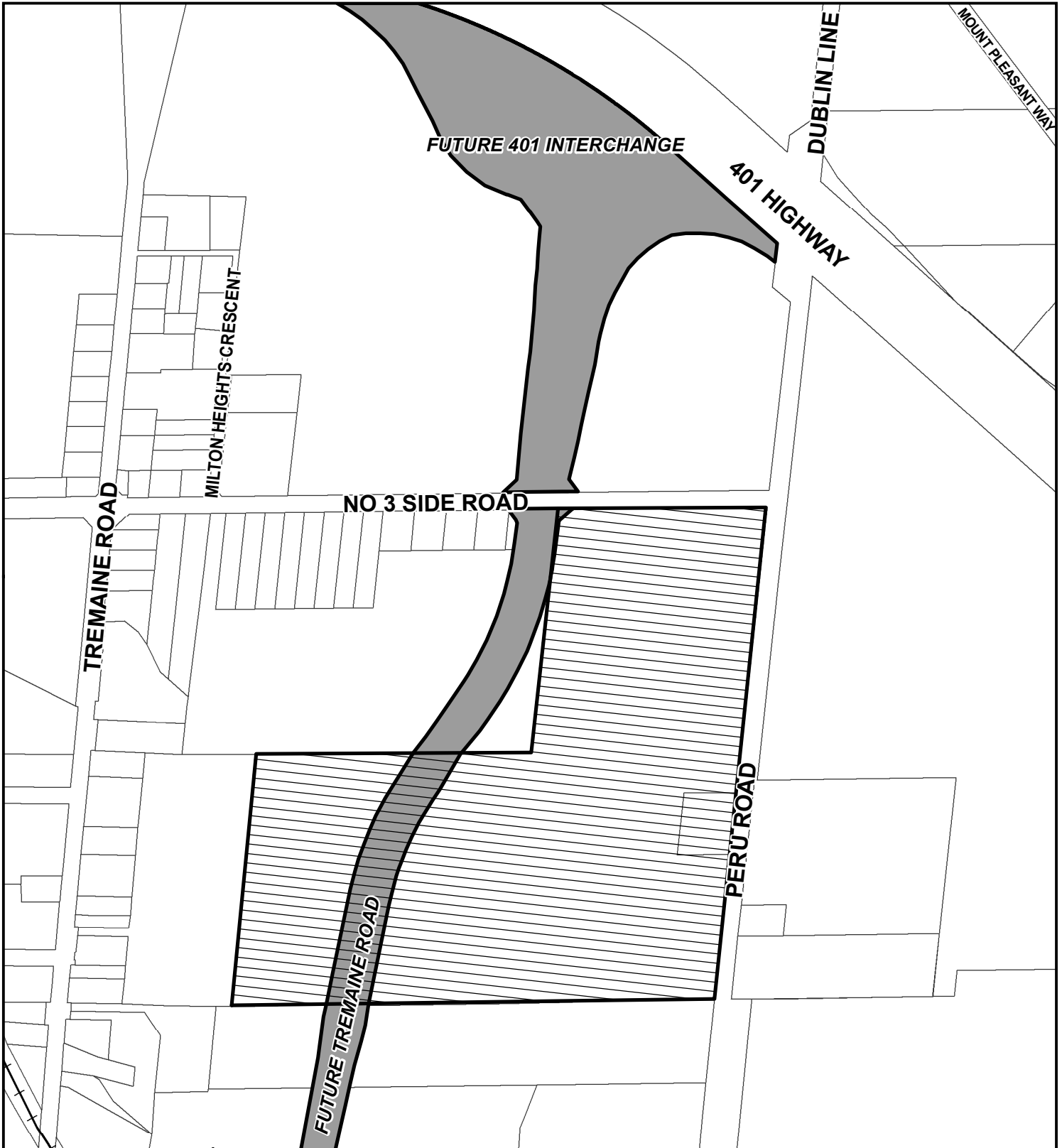
Figure 1 – Location Map
Figure 2 – Plan of Subdivision
Figure 3 – Front elevation of townhouses
Figure 4 – Rear elevation of townhouses
Appendix 1 – Local Official Plan Amendment
Appendix 2 – Draft Zoning By-law
Appendix 3 – Draft Plan Conditions

CAO Approval
William Mann, MCIP, RPP, OALA, CSLA, MCIF, RPF
Chief Administrative Officer

18176066.3



FIGURE 1 LOCATION MAP



Council Meeting Date:

Scale: 1:6500

File: Z-03-07

Planning & Development Department



Subject Property

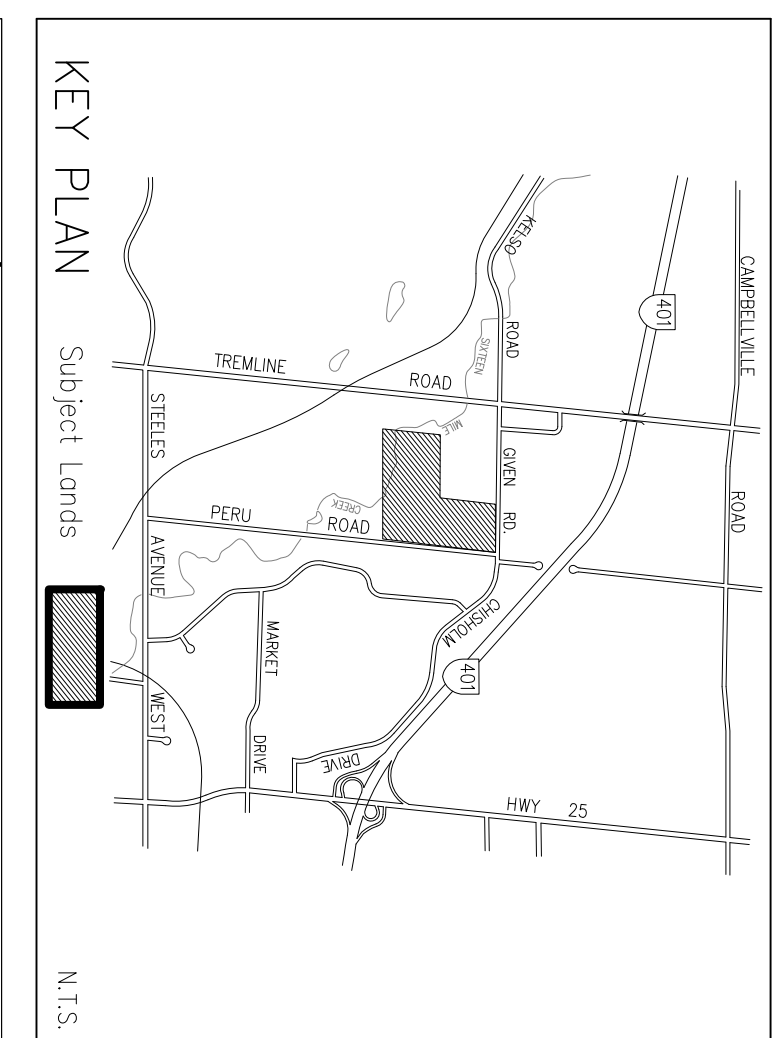
Figure 2
PD-027-14



24T-07003/M

LOT 4
LOT 3

ADDITIONAL INFORMATION:
 [Section 51(17) of the Planning Act, R.S.O. 1990, c. F. 13, as amended to April 11, 1997]
 a) - on key plan
 b) - see statistics to be installed by developer
 c) - see statistics to be installed by developer
 d) - sandy clay
 e) - all services to be made available by developer
 f) - none



HUMPHRIES PLANNING GROUP INC.
 216 CARRLEA ROAD, SUITE 113, WILSON, ONTARIO, L4A 5Z6
 TEL: (905) 641-8778, FAX: (905) 641-8773
 www.humphriesplanning.com

OWNER'S CERTIFICATE:
 I authorize Humphries Planning Group Inc. to prepare and submit this plan for draft approval.
 Date: _____

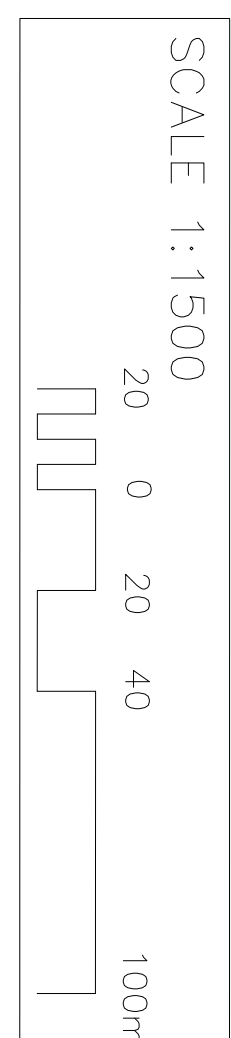
SURVEYOR'S CERTIFICATE:
 I hereby certify that the boundaries of the lands being subdivided and their correct relationship to the adjacent lands are accurately and correctly shown on this plan.
 Date: _____

DEVELOPMENT STATISTICS:

Single Family Residential	5 Lots	1-5	0.42 ha
Existing Residential	1 Lot	6	0.41 ha
Residential Condominium	Townhouses	7-35	2.87 ha
6.10m Townhouses			
Commercial		36	0.83 ha
Business Park		37	1.52 ha
Park		38	3.12 ha
SWM Facilities		39	0.74 ha
Drainage Corridor		40	1.71 ha
15.0m Buffer		41	0.57 ha
7.5m Buffer		42, 43	0.55 ha
Open Space		44, 45	8.14 ha
Future Road		46	0.05 ha
3m Road Widening		47, 48	0.14 ha
0.3m Reserves		49-51	0.01 ha
Roads			4.80 ha
Street A 2.0m - 34.0m			
Street B 2.0m - 34.0m			
Streets C-G @ 16.0m - 7.25m			
TOTAL	159 Units		25.88 ha

NET DENSITY: 159 units / 3.70 ha = 43.0 upha

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



HUMPHRIES PLANNING GROUP INC.
 216 CARRLEA ROAD, SUITE 113, WILSON, ONTARIO, L4A 5Z6
 TEL: (905) 641-8778, FAX: (905) 641-8773
 www.humphriesplanning.com

File Number: 05106
 Date Drawn: DEC 13 13
 Drawn By: VT
 Checked By: RH
 Date Revised: MAY 18 14

CAD File No. : **A2**



1 TH-20' ELEV 'C' (REV)
EXTERIOR CONDITION

2 TH-20' ELEV 'B' (STD)
INTERIOR CONDITION

3 TH-20' ELEV 'A' (REV)
INTERIOR CONDITION

4 TH-20' ELEV 'A' (STD)
INTERIOR CONDITION

5 TH-20' ELEV 'B' (REV)
INTERIOR CONDITION

6 TH-20' ELEV 'C' (STD)
EXTERIOR CONDITION

FRONT BLOCK ELEVATION FACING STREET 'A'

Figure 4
PD-027-14



REAR BLOCK ELEVATION FACING STREET 'D'

Appendix 1
to report PD-027-14

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 June 17, 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**

Appendix 1
to report PD-027-14

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.

**Appendix 1
to report PD-027-14**

- 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."

Appendix 1
to report PD-027-14

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).

Appendix 1
to report PD-027-14

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

Appendix 1
to report PD-027-14

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:

Appendix 1
to report PD-027-14

- 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:

**Appendix 1
to report PD-027-14**

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;

Appendix 1
to report PD-027-14

- 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.

Appendix 1
to report PD-027-14

- 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).

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- 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:

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to report PD-027-14

- 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-

Appendix 1
to report PD-027-14

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:

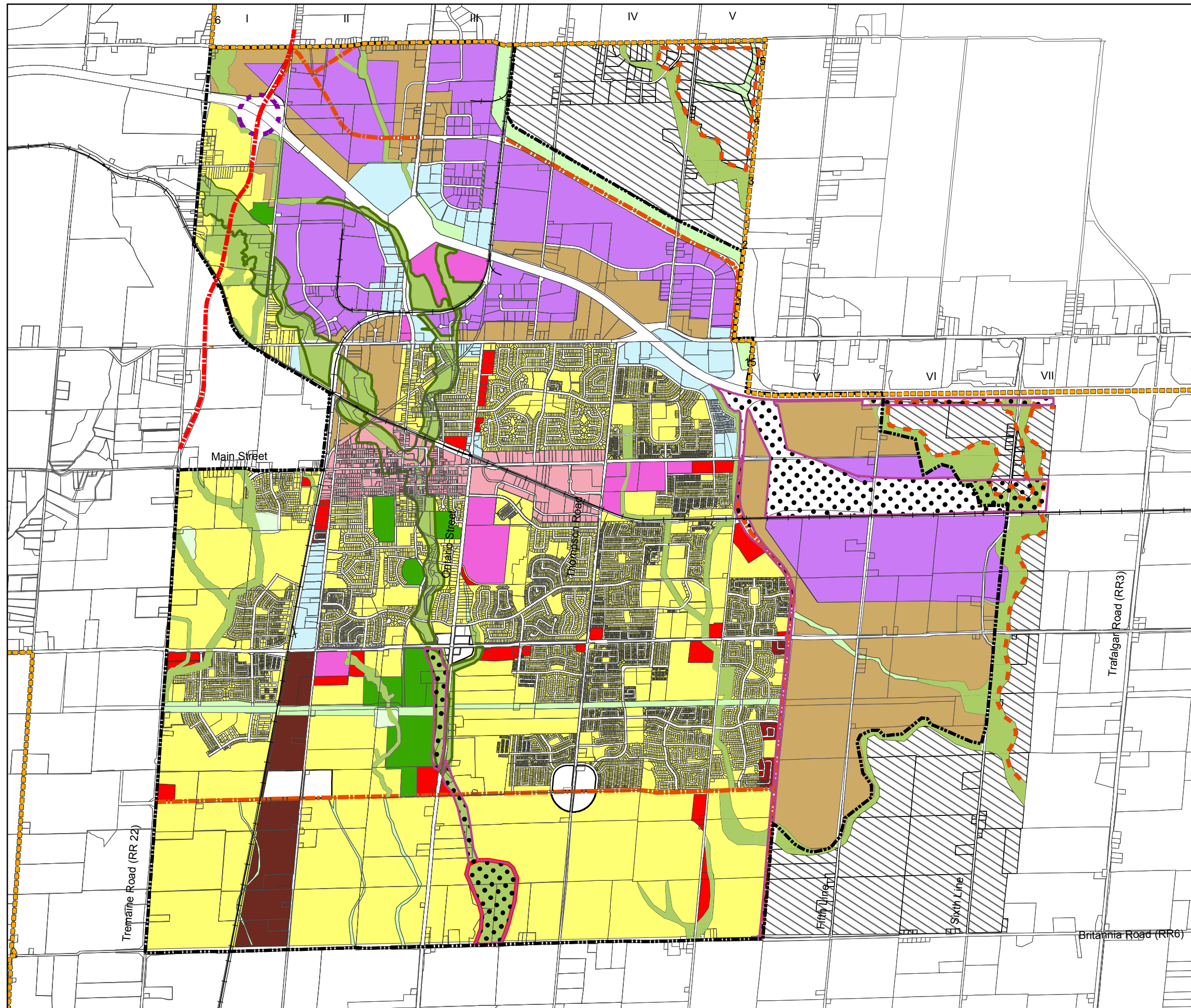
- a) to mitigate the concerns with traffic impacts experienced by existing residents, an alternate road connection is to be provided linking the residential area to the north of Third Sideroad with new Tremaine Road and existing Third Sideroad is to be retained as a "village main street" with on-street 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.

























Appendix 1
to report PD-027-14

- 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.

TOWN OF MILTON OFFICIAL PLAN

Schedule B Urban Area Land Use Plan



-  PLANNED 401 INTERCHANGE
-  RAILWAY
-  URBAN EXPANSION AREA BOUNDARY
-  PARKWAY BELT WEST PLAN AREA
-  ENVIRONMENTALLY SENSITIVE AREA
-  EXISTING URBAN AREA
-  PERMANENT URBAN SEPARATOR
-  PROPOSED MAJOR ROADS
-  REGULATORY FLOOD PLAIN BOUNDARY (in existing Urban Area)
-  GREENLANDS A AREA (see subsection 2.2.3.8)
-  AGRICULTURAL
-  BUSINESS PARK AREA
-  CENTRAL BUSINESS DISTRICT
-  COMMUNITY PARK AREA
-  EMPLOYMENT AREA
-  ENVIRONMENTAL LINKAGE AREA (exact locations to be determined)
-  GREENLANDS B AREA
-  INDUSTRIAL AREA
-  INSTITUTIONAL AREA
-  RESIDENTIAL AREA
-  RESIDENTIAL EMPLOYMENT AREA
-  RESIDENTIAL OFFICE AREA
-  SECONDARY MIXED USE NODE
-  TOWN OF MILTON BOUNDARY

NAD 1983 - UTM Zone 17N 0 0.1 0.2 0.4 0.6 0.8 1 Kilometres

This Schedule Forms Part Of The
Official Plan And Should Be Read
Together With The Text.













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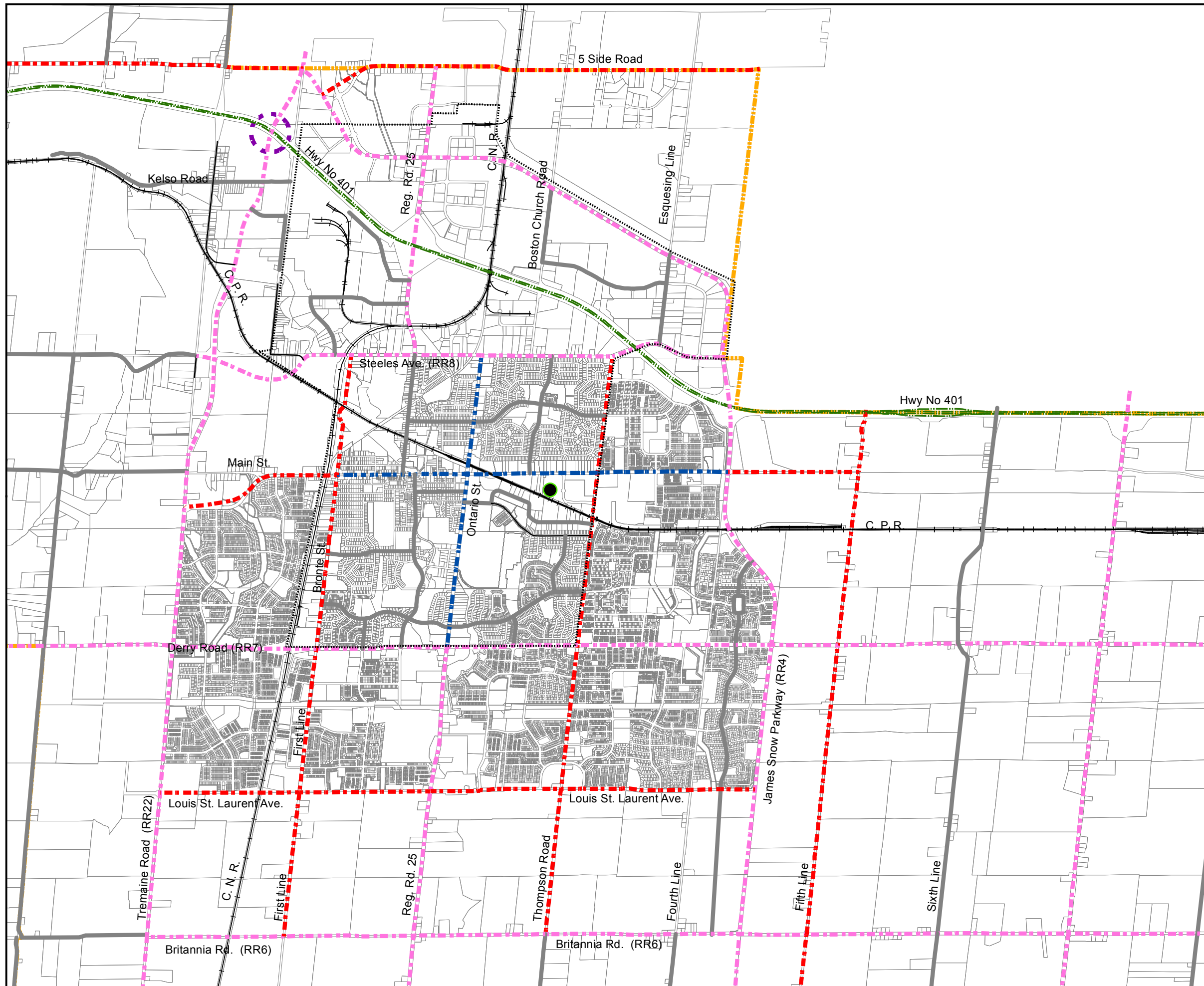
May 2014

TOWN OF MILTON OFFICIAL PLAN

Schedule F

Urban Area
Transportation Plan

-  TOWN OF MILTON BOUNDARY
-  URBAN EXPANSION AREA
-  EXISTING URBAN AREA
-  COLLECTOR
-  LOCAL
-  MAJOR ARTERIAL
-  MINOR ARTERIAL
-  MULTI-PURPOSE ARTERIAL
-  PLANNED 401 INTERCHANGE
-  PROVINCIAL FREEWAY
-  RAILWAY
-  COMMUTER RAIL STATION



0 0.125 0.25 0.5 0.75 1 1.25
Kilometres
NAD 1983 - UTM Zone 17N

This Schedule Forms Part Of The
Official Plan And Should Be Read
Together With The Text.

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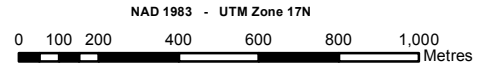
May 2014

TOWN OF MILTON OFFICIAL PLAN

Schedule C-8-A

SHERWOOD SURVEY
SECONDARY PLAN

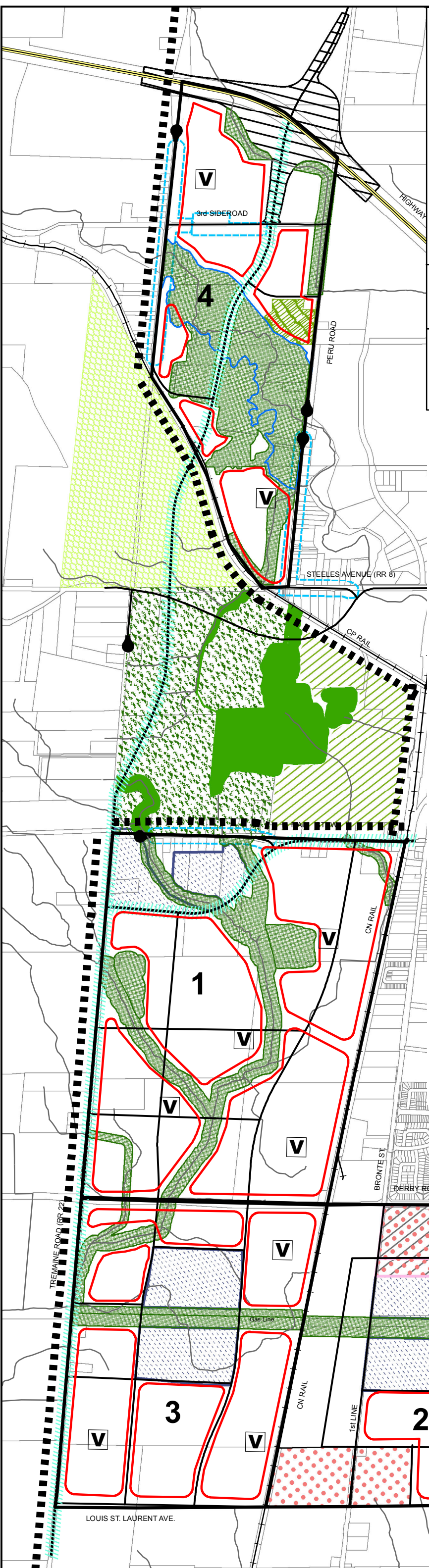
COMMUNITY STRUCTURE PLAN



This Schedule Forms Part Of The
Official Plan And Should Be Read
Together With The Text.

(C) Copyright Teranet, Town of Milton 2014

DATE: May, 2014



- DISTRICT NODE
- INSTITUTIONAL NODE
- COMMUNITY PARK AREA
- NEIGHBOURHOOD CENTRE
- 1** SCOTT NEIGHBOURHOOD
- 2** WILLMOTT NEIGHBOURHOOD
- 3** HARRISON NEIGHBOURHOOD
- 4** MILTON HEIGHTS NEIGHBOURHOOD
- SUB-NEIGHBOURHOODS
- CHARACTER AREA
- GATEWAY STREET / ENHANCED STREETScape DESIGN
- VILLAGE SQUARE
- GREENLANDS / OPEN SPACE SYSTEM
- ESCARPMENT PROTECTION AREA
- ESCARPMENT PROTECTION AREA - PASSIVE OPEN SPACE
- ESCARPMENT PROTECTION AREA - GREENLANDS B AREA
- ESCARPMENT RURAL AREA - SPECIFIC POLICY AREA 13
- PLANNED HWY 401 INTERCHANGE
- URBAN EXPANSION BOUNDARY
- CUL-DE SAC
- 16 MILE CREEK FLOODPLAIN



TOWN OF MILTON OFFICIAL PLAN

Schedule C-8-A1

SHERWOOD SURVEY
SECONDARY PLAN

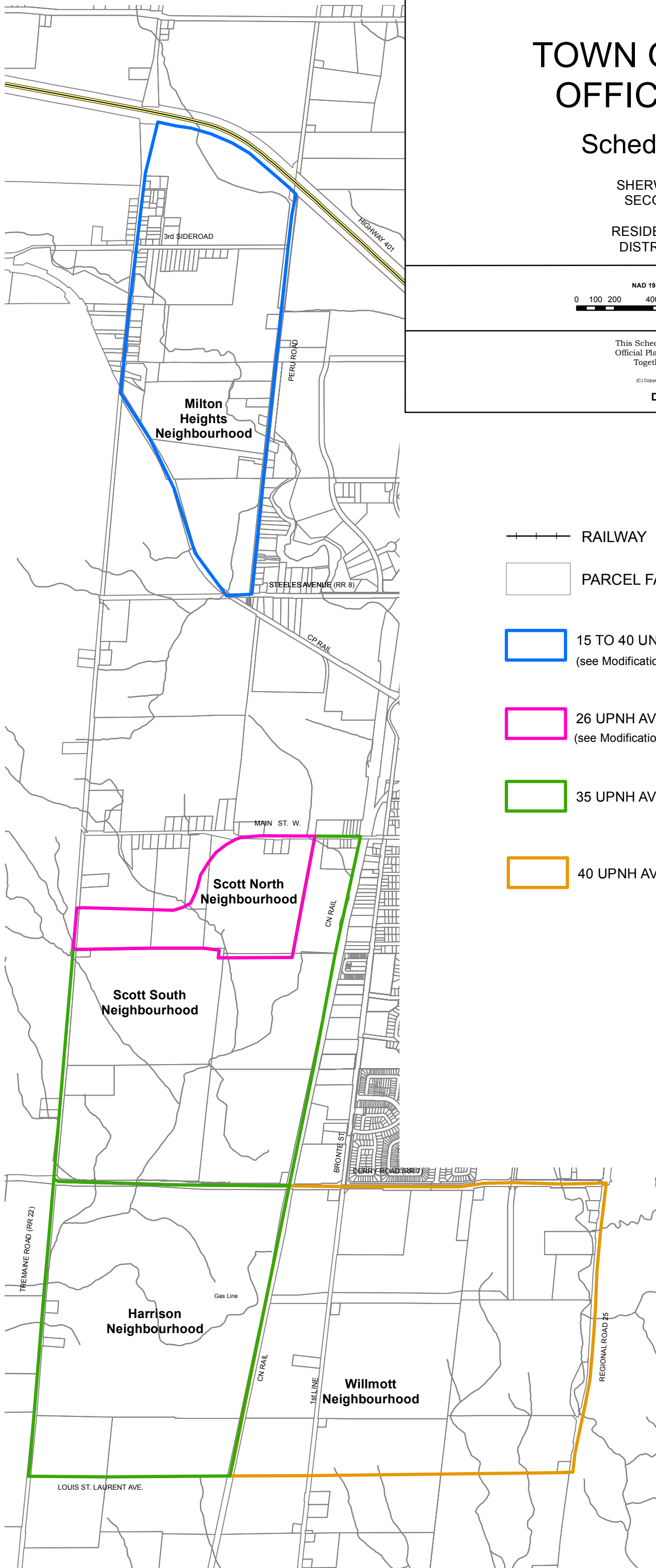
RESIDENTIAL DENSITY
DISTRIBUTION PLAN

NAD 1983 - UTM Zone 17N
0 100 200 400 600 800 1,000 Metres

This Schedule Forms Part Of The
Official Plan And Should Be Read
Together With The Text.

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DATE: May, 2014



- +—+—+— RAILWAY
- ▭ PARCEL FABRIC
- ▭ 15 TO 40 UNITS PER NET HECTARE (UPNH)
(see Modification C.8.4.5.2)
- ▭ 26 UPNH AVERAGE
(see Modification C.8.5.3 and C.8.4.5.2)
- ▭ 35 UPNH AVERAGE
- ▭ 40 UPNH AVERAGE

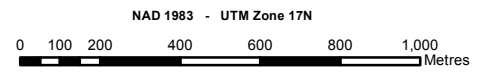


TOWN OF MILTON OFFICIAL PLAN

Schedule C-8-B

SHERWOOD SURVEY
SECONDARY PLAN

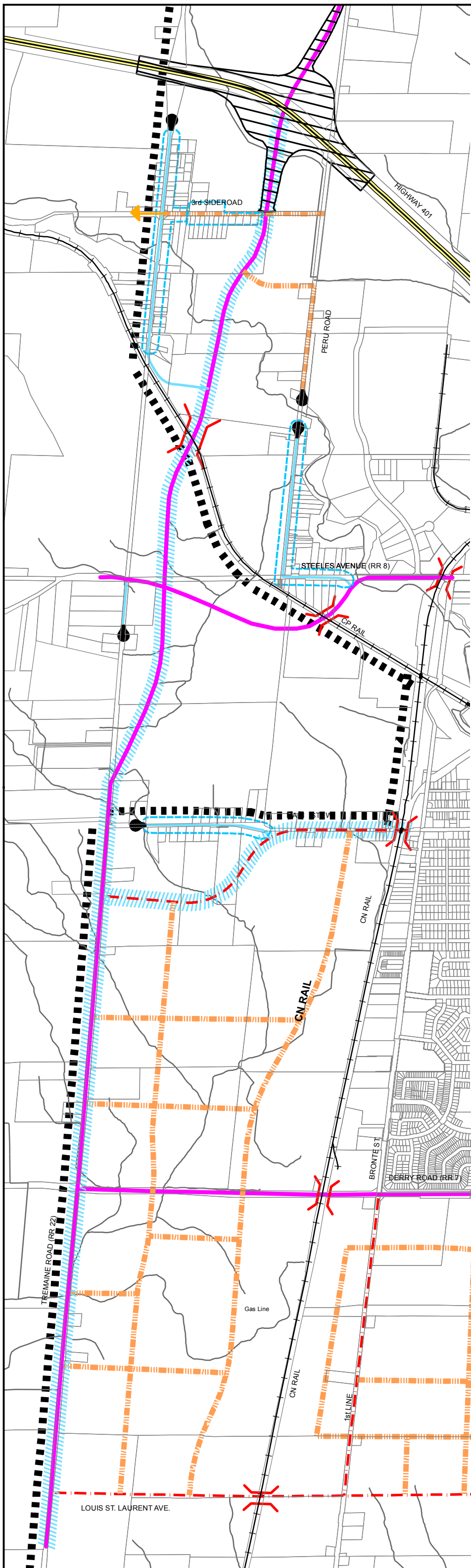
TRANSPORTATION PLAN



This Schedule Forms Part Of The
Official Plan And Should Be Read
Together With The Text.

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DATE: May, 2014



- PROVINCIAL FREEWAY
- MAJOR ARTERIAL ROAD
- MINOR ARTERIAL ROAD
- COLLECTOR ROAD
- LOCAL ROAD
- RAILWAY
- PLANNED HWY 401 INTERCHANGE
- CHARACTER ROAD
- GATEWAY STREET
- URBAN EXPANSION AREA BOUNDARY
- POTENTIAL OR EXISTING GRADE SEPARATION
- CUL-DE SAC

Note: All arterial and collector roads are potential transit routes.

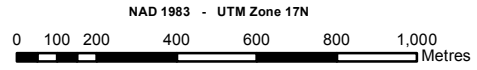


TOWN OF MILTON OFFICIAL PLAN

Schedule C-8-C

SHERWOOD SURVEY
SECONDARY PLAN

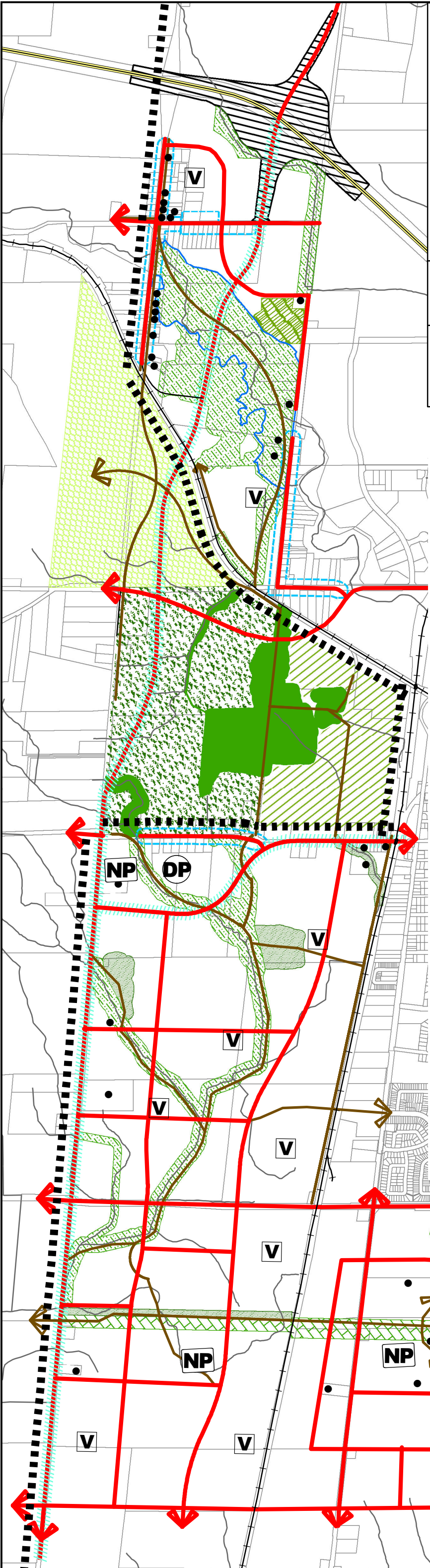
GREENLANDS/OPEN SPACE
AND PEDESTRIAN/BIKE PATH PLAN



This Schedule Forms Part Of The
Official Plan And Should Be Read
Together With The Text.

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DATE: May, 2014



- GREENLANDS A AREA
- GREENLANDS B AREA
- ENVIRONMENTAL LINKAGE AREA
- ESCARPMENT PROTECTION AREA
- ESCARPMENT PROTECTION AREA - GREENLANDS B AREA
- ESCARPMENT PROTECTION AREA - PASSIVE OPEN SPACE
- ESCARPMENT RURAL AREA - SPECIFIC POLICY AREA 13
- COMMUNITY PARK
- DISTRICT PARK
- NEIGHBOURHOOD PARK
- VILLAGE SQUARE
- CHARACTER AREA
- ENHANCED STREETScape DESIGN
- TRAIL SYSTEM
- ON-STREET BIKE SYSTEM
- URBAN EXPANSION AREA
- CHARACTER BUILDING
- PLANNED HWY 401 INTERCHANGE
- 16 MILE CREEK FLOODPLAIN



TOWN OF MILTON OFFICIAL PLAN

Schedule C-8-D

SHERWOOD SURVEY
SECONDARY PLAN

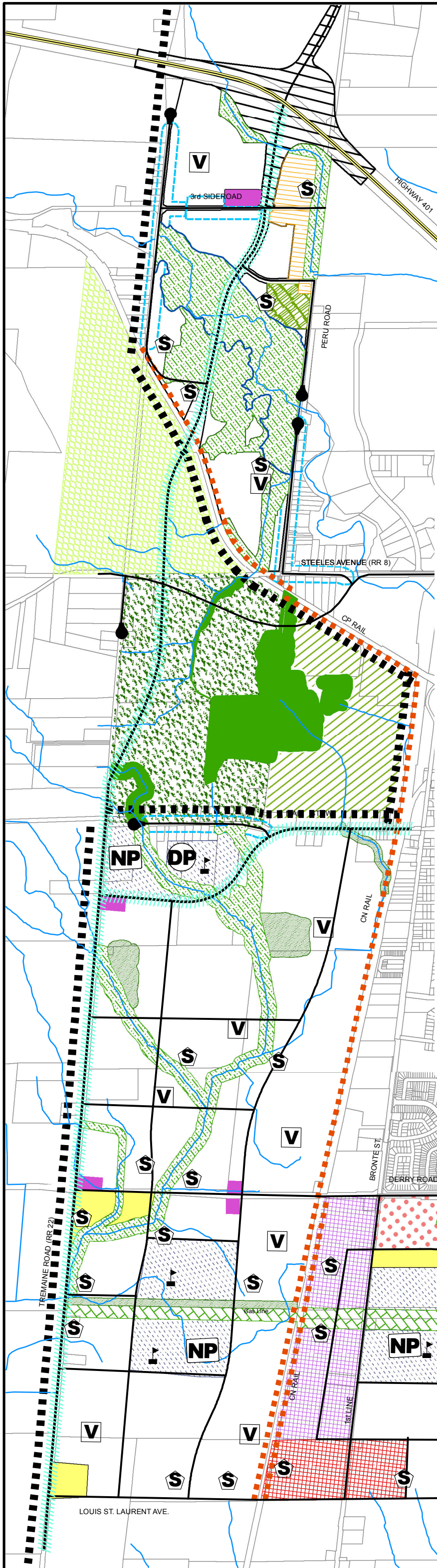
LAND USE PLAN

NAD 1983 - UTM Zone 17N
0 100 200 400 600 800 1,000
Metres

This Schedule Forms Part Of The
Official Plan And Should Be Read
Together With The Text.

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DATE: May, 2014



- 16 MILE CREEK FLOODPLAIN
- ENHANCED STREETScape DESIGN
- NOISE, VIBRATION AND VISUAL BUFFER
- BUSINESS PARK AREA
- CHARACTER AREA
- COMMUNITY PARK
- ENVIRONMENTAL LINKAGE AREA
- ESCARPMENT PROTECTION AREA
- ESCARPMENT PROTECTION AREA - GREENLANDS A AREA
- ESCARPMENT PROTECTION AREA - PASSIVE OPEN SPACE
- ESCARPMENT RURAL AREA - SPECIFIC POLICY AREA 13
- GREENLANDS A AREA
- GREENLANDS B AREA
- INSTITUTIONAL AREA
- LOCAL COMMERCIAL AREA
- NEIGHBOURHOOD CENTRE AREA
- PLANNED HWY 401 INTERCHANGE
- RESIDENTIAL AREA
- RESIDENTIAL / EMPLOYMENT AREA
- RESIDENTIAL / OFFICE AREA
- SECONDARY MIXED USE AREA
- URBAN EXPANSION AREA
- SCHOOL
- CUL-DE SAC
- NEIGHBOURHOOD PARK
- DISTRICT PARK
- STORMWATER MANAGEMENT FACILITY
- VILLAGE SQUARE



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 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 H1 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;

Appendix 2
to Report PD-027-14

- 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 13.1 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

Appendix 2
to Report PD-027-14

- | | |
|--|-----|
| i) for lots having an area of less than 850 m ² | 35% |
| ii) for lots having an area of 850 m ² and larger | 20% |

5. 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

Appendix 2
to Report PD-027-14

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 2 nd floor in the rear yard	16 m ²

6. 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:

Appendix 2
to Report PD-027-14

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

7. 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

Appendix 2
to Report PD-027-14

- | | |
|---|---------------------|
| 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 2 nd floor in the rear yard | 12.5 m ² |

8. 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:

Appendix 2
to Report PD-027-14

a) Lot Area	
i) minimum	0.8 ha
ii) maximum	1.0 ha
b) maximum gross floor area for all buildings combined	2750 m ²
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

9. 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.

Appendix 2
to Report PD-027-14

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 m²
 - c) maximum front yard setback 8.0 m
 - d) minimum rear yard setback 3.0 m

10. 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.

Appendix 2
to Report PD-027-14

- 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

11. 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.

12. 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.

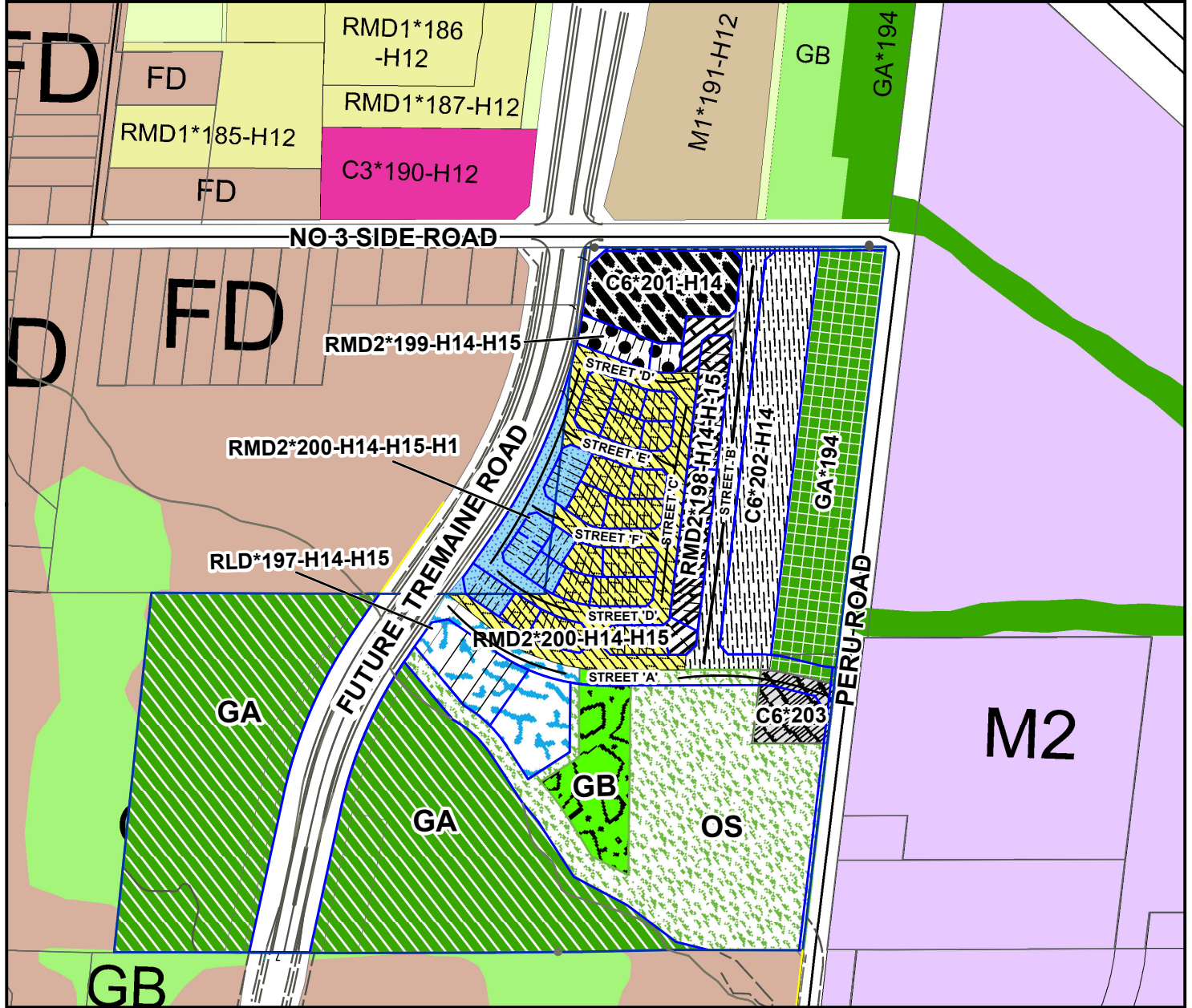
13. THAT Section 13.2 is amended by adding subsection 13.2.1.46 as follows:

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 “H1” 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-H1 - Medium Density Residential 2 Zone Special with Holding Provisions



Z-03/07

**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 ~May 18, 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. The Plan

**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; these lands shall be dedicated with clear title (free and clear of encumbrances) and a Certificate of Title shall be

**MILTON –
Engineering
Services**

provided, in a form satisfactory to the Town.

- 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 Zoning By-law. **MILTON – Dev Review** **Subdivision Agreement**

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| <p>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.</p> | <p>MILTON –
Engineering
Services</p> | <p>Subdivision
Agreement</p> |
| <p>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.</p> | <p>MILTON –
Dev Review</p> | <p>Final Approval</p> |
| <p>5. The Owner agrees to name all road allowances included in the plan of subdivision to the satisfaction of Town Administration.</p> | <p>MILTON –
Dev Review</p> | <p>Subdivision
Agreement</p> |
| <p>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:</p> | | <p>Subdivision
Agreement</p> |
| <p>a) Environmental Features to satisfy Net Gain in accordance with approved Subwatershed Impact Study</p> <ul style="list-style-type: none"> i) Watercourse Block 40 ii) Valley land Block 44 and 45 iii) Environmental Buffer Block 41 | <p>Milton –
Engineering
Services /
Dev Review</p> | |
| <p>b) Infrastructure</p> <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 | <p>MILTON –
Engineering
Services</p> | |
| <p>c) Parks and Open Space</p> <ul style="list-style-type: none"> i) Community Park Block 38 | <p>MILTON –
Community
Services</p> | |
| <p>7. The Owner agrees to provide daylighting triangles/radii at the intersections and inside bends of all streets to the satisfaction of Town Administration.</p> | <p>MILTON –
Engineering
Services</p> | <p>Pre-Servicing</p> |
| <p>8. The Owner agrees to grant all easements or blocks required for drainage and utility purposes, free and clear of encumbrance, to</p> | <p>MILTON –
Engineering</p> | <p>Subdivision
Agreement</p> |

the Town or other appropriate authority.

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| | Services | |
| 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 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 |
| 14. 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 | MILTON – Dev Review/ Heritage | Site Alteration/ Subdivision Agreement |

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| <p>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.</p> | <p>Milton</p> | |
| <p>15. Prior to any site alteration, the Owner agrees to secure the dwelling in accordance with the approved Mothballing Plan.</p> | <p>MILTON –
Dev Review/
Heritage
Milton</p> | <p>Site Alteration/
Subdivision
Agreement</p> |
| <p>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.</p> | <p>MILTON –
Dev Review/
Heritage
Milton</p> | <p>Site Alteration/
Subdivision
Agreement</p> |
| <p>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.</p> | <p>MILTON –
Engineering
Services</p> | <p>Site Alteration/
Subdivision
Agreement</p> |
| <p>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.</p> | <p>MILTON –
Engineering
Services/
Dev Review</p> | <p>Site Alteration/
Subdivision
Agreement</p> |
| <p>19. The Owner agrees that the composite utility plan, street trees and parking requirements may impact the final unit yield of the subdivision.</p> | <p>MILTON –
Engineering
Services</p> | <p>Subdivision
Agreement</p> |
| <p>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.</p> | <p>MILTON –
Engineering
Services /
Dev Review</p> | <p>Subdivision
Agreement</p> |
| <p>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,</p> | <p>MILTON –
Engineering
Services</p> | <p>Subdivision
Agreement</p> |

sidewalk(s), boulevards, servicing, traffic signage, pavement markings and landscaping (street trees), in accordance with Town standards and to the satisfaction of the Town.

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.

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**

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.

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**

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 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. | MILTON –
Engineering
Services/
Dev Review/
CH | Site Alteration/
Subdivision
Agreement |
| 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:
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 | MILTON –
Engineering
Services/
Dev Review/
CH | Subdivision
Agreement |

- 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;
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.
- MILTON – Engineering Services/ Dev Review/ CH Subdivision Agreement
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 Halton.
- MILTON – Engineering Services/ CH Subdivision Agreement
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

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

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

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.

36. **Should the Owner construct or be responsible for the construction of the NW-2-G1 creek realignment, the Owner**
- MILTON –
Engineering
- Site Alteration

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.

Services /
Dev Review

Site specific conditions - Noise

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| <p>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.</p> | <p>MILTON –
Engineering
Services /
Dev Review</p> | <p>Subdivision
Agreement</p> |
| <p>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.</p> | <p>MILTON –
Engineering
Services /
Dev Review</p> | <p>Final Approval</p> |
| <p>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.</p> | <p>MILTON –
Engineering
Services /
Dev Review</p> | <p>Subdivision
Agreement</p> |
| <p>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 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.</p> | <p>MILTON –
Engineering
Services /
Dev Review</p> | <p>Subdivision
Agreement</p> |
| <p>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.</p> | <p>MILTON –
Engineering
Services /
Dev Review</p> | <p>Subdivision
Agreement</p> |

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| 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 and the updated Noise Impact Study, as approved. | MILTON –
Engineering
Services /
Dev Review | Subdivision
Agreement |
| 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 | MILTON –
Engineering
Services /
Dev Review | Final Approval |

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.

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.

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

52. **The Owner acknowledges and agrees that residential blocks and 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.** MILTON – Engineering Services / Dev Review Subdivision Agreement

B. Studies and Reports

General Requirements

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** MILTON – Engineering Services **Final Approval**

cost of the Owner.

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| 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 |
| a) | <u>SHERWOOD</u>
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 | MILTON –
Engineering
Services; CH | Site Alteration |

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.

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.

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| 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 |
| 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 | MILTON –
Engineering
Services | Site Alteration |

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.

- 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 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 MILTON – Engineering Services; RMH Pre-Servicing

Owner shall undertake to do further investigative studies and complete all work required to make the lands suitable for the proposed uses.

- k) **Environmental Site Assessment and Remediation Report**, to assess all park and open space blocks 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.
- MILTON – Pre-Servicing
Community
Services;
- 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 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.
- MILTON – Pre-Servicing
Engineering
Services /
RMH

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.

- 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 recommendations for the control of noise in accordance with Ministry of Environment and Energy Guidelines. **MILTON – Engineering Services / RMH** **Pre-Servicing**

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 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. | MILTON –
Community
Services;
Engineering
Services;
Dev Review /
CH | Site Alteration |
| b) | Vegetation Assessment and Management Plan prepared by an ISA Certified Arborist or Registered Professional | MILTON –
Community
Services; | Site Alteration |

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.

**Engineering
Services;
Dev Review /
CH**

Cultural Heritage Resources

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|----|---|--------------------------------|-----------------------------------|
| 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. | MCZCR | Site Alteration
Permit |
| 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 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 | MILTON –
Dev Review | Site Alteration
Permit |

Town in such alternative process.

Architectural Control/ Urban Design

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**

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.

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**

C. Subdivision Agreement

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 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.

**Site Alteration
/ Pre-Servicing**

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 agreement with the Town. **Subdivision Agreement**
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**
 - 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

- 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 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.
- 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.
- 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

**MILTON –
Corporate
Services -
Tax**

Final Approval

**MILTON –
Corporate
Services -
Tax**

Final Approval

**MILTON –
Corporate
Services**

Final Approval

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).

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| 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 |
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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 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) | CH | 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 401; (prior to Pre-Servicing) | CH | Pre-servicing |
| 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 | CH | Site Alteration/
Subdivision |

without the prior written permission of the appropriate Conservation Authority; (**Site Alteration/Subdivision Agreement**)

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 |
| 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 |

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. | CH | Site Alteration |
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earthworks, servicing and building construction) to the satisfaction of Conservation Halton and the Town of Milton; (**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**)

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**)

Fencing

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**)

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**)

Studies/Plans

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 the satisfaction of Conservation Halton and the Town of Milton; (prior to **Site Alteration**)

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**)

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
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

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**

Other Approvals

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 or Destruction of Fish Habitat, pursuant to the Fisheries Act, where necessary; (**Site Alteration**) CH **Site Alteration**

Fees

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**
32. The owner shall pay any outstanding review fees to Conservation Halton, if it is determined that a balance is owing; (**Registration**) CH **Final Approval**

Miscellaneous

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 CH **Subdivision Agreement**

program; (prior to **Registration**/within **Subdivision Agreement**)

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| 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 |
| 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 |

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| 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 Administration. | MILTON –
Engineering
Services | Pre-Servicing |
| 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
1321387 Ontario Inc., Valleygrove Estates, and
Milton Meadows Properties Inc.
24T-07003/M
Version: June 17, 2014

MILTON – Subdivision

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|---|--------------------------------------|------------------------------|
| Geodetic Benchmarks in locations to the satisfaction of Town Administration. | Engineering Services | 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 |
| 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 | MILTON – Engineering Services | Subdivision Agreement |

elements until Assumption of the subdivision.

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:

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. | MILTON –
Engineering
Services | Subdivision
Agreement |
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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 installed underground and a copy of such confirmation shall be forwarded to the Town. | MILTON –
Engineering
Services | Subdivision
Agreement |
| 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 | MILTON –
Engineering
Services | Subdivision
Agreement |

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.

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| 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 |
| 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 |

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 | MILTON –
Community | Subdivision
Agreement |
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Director, Community Services. The submission must be in accordance with the Town of Milton Engineering and Parks Development Standards Manual, as revised.

Services

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| 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 |
| <u>Parkland and Open Space</u> | | |
| 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 |
| 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 |

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| <p>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.</p> | <p>MILTON –
Community
Services</p> | <p>Subdivision
Agreement</p> |
| <p>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.</p> | <p>MILTON –
Community
Services</p> | <p>Subdivision
Agreement</p> |
| <p>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.</p> | <p>MILTON –
Community
Services;</p> | <p>Subdivision
Agreement</p> |
| <p><u>Woodlots and Existing Vegetation</u></p> | | |
| <p>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 dripline, in accordance with the vegetation management reports.</p> | <p>MILTON –
Community
Services</p> | <p>Subdivision
Agreement</p> |
| <p>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.</p> | <p>MILTON –
Community
Services</p> | <p>Site Alteration</p> |
| <p>13. The Owner agrees to submit ongoing tree preservation and</p> | <p>MILTON –
Community</p> | <p>Final Approval
/ Subdivision</p> |

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.

Services

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

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 the Town. The installation of permanent fencing may be required prior to registration of the subdivision.

MILTON –
Community
Services

Subdivision
Agreement

Off-Road Trails

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

MILTON –
Community
Services

Subdivision
Agreement

drawing submissions, the Town's Trails and Cycling Master Plan, and the Engineering and Parks Standards Manual.

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| 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

6. The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:

 - 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)

Canada Post Subdivision Agreement

7. The Owner agrees to inform all homebuyers of the process to
1321387 Ontario Inc., Valleygrove Estates, and
Milton Meadows Properties Inc.
24T-07003/M
Version: June 17, 2014

Canada Post Subdivision

initiate mail delivery for their new home address. The homeowner can visit the Milton Post Office at:

MILTON STN MAIN
8490 LAWSON ROAD
MILTON ON L9T 1P0

1-800-267-1177

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.

Schools

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| 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. | HDSB | Final Approval |
| 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. | HDSB | Final Approval |
| 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. | HDSB | Sales of Dwelling Units |
| 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 provide a new AutoCad file and memo outlining the changes. | HDSB | Final Approval |
| 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 |

Halton Region (Standard conditions below - Conditions to be updated)

1321387 Ontario Inc., Valleygrove Estates, and
Milton Meadows Properties Inc.
24T-07003/M
Version: June 17, 2014

Draft Approved: ~Date~

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| 1. | The Owner shall agree, by entering into a Subdivision Agreement, to satisfy all requirements, financial and otherwise, of the Regional Municipality of Halton, including but not limited to, the phasing of the plan for registration, investigation and restoration of soil contamination, the provision of roads and the installation of water and sanitary sewer services, utilities and drainage and this agreement is to be registered on title to the lands. | RMH | Subdivision Agreement |
| 2. | The Owner agrees that no works are permitted within a Regional right-of-way without a Regional entrance permit. | RMH | Site Alteration |
| 3. | Upon draft approval, Halton Region services within the plan of subdivision may be installed, provided the Regional Subdivision Agreement has been executed, appropriate financial security has been posted and all relevant fees paid to the satisfaction of the Region. If Halton Region services are installed prior to subdivision registration, the Owner agrees to provide Halton Region “as constructed” drawings of those services, certified by a professional engineer, before registration takes place. | RMH | Pre-Servicing |
| 4. | The Owner agrees that the works to be completed by the Owner shall be supervised during their construction by a licensed Professional Engineer of the Province of Ontario with all professional engineering fees paid by the Owner. The Owner’s engineer must provide competent full time inspection staff on site during construction activities to obtain the required “as constructed” field information, and to ensure compliance with the approved drawings and Halton Region’s Current Construction and Design Standards. | RMH | Pre-Servicing |

Highways/Roads

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| 5. | Any lands within xx m of the centreline of the original xx m right-of-way of Regional Road XXXX that are part of the subject property shall be dedicated to Halton Region 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 Director of Legal Services and Corporate Counsel. | RMH | Subdivision Agreement |
| 6. | A 0.3 m reserve is required across the entire frontage of the development property along Regional Road # XXX, including the daylight triangle but excluding the proposed approved | RMH | Subdivision Agreement |

intersection/access location.

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| 7. | A daylight triangle measuring 15 m along Regional Road XXX and 15 m along XXX shall be dedicated to Halton Region for the purpose of road right-of-way widening and future road improvements; 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 |
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Water and Wastewater Services

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| 8. | The Owner acknowledges and agrees that there may not be sufficient water and wastewater capacity to accommodate this development and that additional capacity may not become available within the term of draft approval. Further, the Owner acknowledges and agrees through acceptance of these conditions that granting draft approval does not imply a guarantee by the Region to provide servicing capacity for this development within the term of draft approval. The Development Project Manager, Region of Halton Planning and Public Works Department, will advise the Owner in writing at the time of first submission for site servicing engineering design approval of the availability of capacity of Regional services and the capacity available for the Owner's development. The registration of all or part of this plan of subdivision shall not take place until the Regional Development Works Project Manager has confirmed that servicing capacity exists to accommodate this development. | RMH | Subdivision Agreement |
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| 9. | The Owner shall retain a professional engineer to prepare and submit a detailed engineering submission to the Regional Development Project Manager for review and approval prior to the preparation of the Region-Owner subdivision agreement. | RMH | Pre-Servicing |
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| 10. | The Owner acknowledges and agrees that registration of all or part of this subdivision may not take place until notification is received from Halton Region's Development Co-ordinator that all external water and wastewater infrastructure necessary for the development of the plan of subdivision is in place. | RMH | Subdivision Agreement |
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| 11. | The Owner shall agree in the Region-Owner subdivision agreement to resolve any claims of well interruption for existing private wells within 100 metres of the subject lands and where these claims are due to the construction of municipal services, for a period of one year and to the satisfaction of | RMH | Final Approval |
|-----|--|------------|-----------------------|

Halton Region's Development Co-ordinator.

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| 12. | The Owner agrees to conduct a survey of the property to identify all existing wells related to the former use of the lands. The Owner further agrees to decommission any existing wells in accordance with MoEE guidelines prior to commencing the development of these lands to the satisfaction of the Region of Halton Senior Environmental Planner. | RMH | Site Alteration |
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Environmental

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| 13. | The Owner acknowledges and agrees that prior to final approval or any servicing or grading of the site, the Owner is required to submit to the Region of Halton, a Ministry of the Environment acknowledged Record of Site Condition, that is certified by a Qualified Person as defined in Ontario Regulation 153/04 and indicates that the environmental condition of the site is suitable for its proposed land use. The Owner is also required to submit all supporting documentation such as Phase I and Phase II Environmental Site Assessment and Remediation Reports to Halton Region for review. The author of the environmental reports submitted to Halton Region must extend third party reliance to Halton Region. | RMH | Site Alteration |
| 14. | The Owner agrees that no material, including topsoil, shall be stored or stock piled on any lot or block to be dedicated to the Region of Halton. | RMH | Site Alteration |
| 15. | 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. | RMH | Site Alteration |

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 | MILTON –
Dev Review | Sales of
Dwelling Units |

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.

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| 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 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. | MILTON –
Dev Review | Site Alteration |
| 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 | MILTON – | Sales of |

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| <p>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.</p> | <p>Engineering Services</p> | <p>Dwelling Units</p> |
| <p>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.</p> | <p>MILTON – Engineering Services</p> | <p>Sales of Dwelling Units</p> |
| <p>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.</p> | <p>MILTON – Engineering Services</p> | <p>Final Approval</p> |
| <p>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.</p> | <p>MILTON – Engineering Services</p> | <p>Final Approval</p> |
| <p>12. The Owner agrees, at his cost, to distribute copies of the full-colour Town of Milton environmental brochure to all residents 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.</p> | <p>MILTON – Community Services</p> | <p>Final Approval/
Subdivision Agreement</p> |
| <p>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.</p> | <p>MILTON – Community Services</p> | <p>Subdivision Agreement</p> |

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| 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

- | | | |
|--|--------------------------------|--|
| 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 1321387 Ontario Inc., Valleygrove Estates, and Milton Meadows Properties Inc. 24T-07003/M
Version: June 17, 2014

MILTON –

- 18 are advised that the maximum fence height in a yard abutting a streetline is 1.2 metres.” **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 **HDSB**

subdivision until major construction activity has been completed.”

- 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 **MILTON – Engineering Services**

pedestals located in front of their properties within the Town's road allowance or on easements.”

- 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 equipment from time to time.” **MILTON – Engineering Services**
- 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 **MILTON –**

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.”

**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

“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.”

**MILTON –
Community
Services**

- 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

“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

**MILTON –
Community
Services**

alteration to this fencing, including the installation of gates.”

- 31) Trails MILTON –
“Purchasers and/or tenants of lots or units abutting Community
stormwater management blocks, creek or channel blocks, Services
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 –
“Purchasers and/or tenants of lots or units adjacent to or Community
near the Community park Block 38 are advised that the Services
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 –
“Purchasers and/or tenants of lots or units within this Community
subdivision are advised that parkland, open space and/or Services
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.”
- 34) “Purchasers and/or tenants of lots or units adjacent to or MILTON –
near Block 38 Community Park are advised that this open Community
space area will be used for general active and passive Services
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.”
- 35) Park Blocks with Major Town Indoor / Outdoor Facilities: MILTON –
“Purchasers and/or tenants of lots or units within this Community
subdivision are advised that the Block 38 Community Park Services
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.”

- 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 satisfaction of Town Administration.” **MILTON – Corporate Services**
- 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.”

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, Publication NPC-300* and the dwellings incorporate receptor based and architectural noise control measures, where required.”** MILTON –
Dev Review
- 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 (Note to draft - numbering to be updated)

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

RMH

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:
 - Section A – 10, 28-33
 - Section B – 5, 6a-f, h, 7a and b
 - Section D – 1-37 (Conservation Halton)

CH

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:
Section D – 1-4 (School Boards)
Section F – 10 and 11 **HDSB**

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:
Section D – 5 (School Boards)
Section F –12 **HCDSB**

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:
Section D – 1-7 (Postal Services)
Section F – 9 **Canada Post**

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:
Section B – 8 **MCZCR**

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:
Section D – 21-22 (Engineering Services) **Hydro**

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

DRAFT