



The Corporation of the Town of Milton

Report To: Council

From: Jill Hogan, Commissioner, Development Services

Date: June 22, 2026

Report No: DS-044-26

Subject: Public Meeting and Technical Report: Application to Permit the Extension of a Temporary Use By-law by Peter and Connie Timmerman for lands located at 3058 30 Side Road (Town File: Z-05/26).

Recommendation: **THAT** Application Z-05/26 requesting permission for the extension of a Temporary Use Zoning By-law (Municipal By-law 103-2016), initially approved by Town Council on December 12, 2016, to permit the continuation of an existing Garden Suite, for a period of up to three years, on lands municipally identified as 3058 30 Side Road, **BE APPROVED;**

AND THAT staff be authorized to bring forward an amending Zoning By-law for Council Adoption;

AND FURTHER THAT the Mayor and Clerk be authorized to execute the required amending agreement related to the original 2005 Garden Suite Agreement, a draft copy of which is attached as Appendix 2 to Report DS-044-26.

EXECUTIVE SUMMARY

In 2005, Peter and Connie Timmerman, owners of the subject property obtained permission through a temporary use by-law (By-law 053-2005) to establish a garden suite that provided on-site accommodation for Peter's parents for an initial period of 10 years. In May 2015, the temporary use by-law and permission for the garden suite lapsed. Peter's parents still lived within the garden suite and had always intended to continue living there until it was no longer a suitable living arrangement.

Due to the lapsing, the owners sought permission once again to rezone the subject lands to permit the continued use of the existing garden suite in the same location on a temporary basis. Since the Planning Act was revised to permit garden suites for a longer temporary

EXECUTIVE SUMMARY

period of up to 20 years, and no changes were proposed to the existing garden suite, Council passed By-law 103-2016 to allow the garden suite to continue until the by-law expires on December 12, 2026, unless extended by Council.

With the expiry date drawing near, and the garden suite continuing to be a suitable living arrangement for Peter's mother, the applicant is requesting an extension of the existing temporary use by-law, allowing the garden suite to remain on the subject lands for an additional three-year period (with an expiry date of December 12, 2029). No changes to the location or building are proposed as part of this application.

Staff have reviewed the request and considered its impact on surrounding properties, consistency with planning policies, and any previous conditions of approval. The use has operated without any issues, and extending the by-law is not expected to create any negative impacts.

Conclusion and Recommendations

Planning staff is of the opinion that the proposed extension of the garden suite use for an additional three-year period, conforms to provincial, regional and local planning policy and provides a form of housing needed to meet family needs. As such, staff recommends that the application be approved, the amending zoning by-law be adopted, and the proposed changes to the Garden Suite Agreement be executed and registered on title.

REPORT

Background

Owner: Peter and Connie Timmerman, 3058 30 Side Road, R. R. #2 Rockwood, N0B 2K0

Applicant: Peter Timmerman, 3058 30 Side Road, R. R. #2 Rockwood, N0B 2K0

Location/Description: The subject lands are located on the south side of 30 Side Road, three lots east of Guelph Line, Nassagaweya, and are known municipally as 3058 30 Side Road. The location of the subject property is shown on Figure 1 attached to this report.

The subject property has a lot area of approximately 2 hectares (5 acres) and is rectangular in shape. The front half of the property currently contains a single detached dwelling, a garden suite (permitted through former temporary use By-laws 53-2005 and 103-2016, each

Background

for a period of 10 years) and several smaller accessory buildings, including a utility shed. The rear half of the property contains numerous environmental features with a portion being regulated by Grand River Conservation Authority. See Figure 2 to this report for site details provided by the applicant.

Surrounding land uses are primarily rural non-farm related residential, with a few agricultural operations to the north.

Previous Temporary Use By-laws

In 2005, Peter and Connie Timmerman, owners of the subject property, obtained permission through a temporary use by-law (By-law 53-2005) to establish a garden suite that provided on-site accommodation for Peter's parents for an initial period of 10 years. This was the maximum period a garden suite could be permitted by legislation at that time. Accompanying the temporary use by-law was an agreement between the Town and the owners, registered on title as Instrument No. HR391664, to ensure the proper placement, maintenance, use and removal of the garden suite during the period of permission. By-law 53-2005 expired on May 24, 2015, and no application to extend the temporary use before it expired, was received.

Peter's parents intended to continue residing in the garden suite for as long as it remained a suitable living arrangement. Following the lapse of the original by-law, a new temporary use by-law application was required to permit the existing garden suite to remain on the subject property. On December 12, 2016, Council passed By-law 103-2016 authorizing the garden suite to remain in its existing location, with no interior or exterior alterations, for an additional 10-year period expiring on December 12, 2026. The Planning Act now permits garden suites to be authorized through a temporary use by-law for up to 20 years. An amending agreement to the original Garden Suite Agreement incorporating updated information arising from the new by-law, was also executed but not registered on title.

Proposal

With the expiry date approaching and the upcoming election this fall affecting available Council meeting dates, the applicant has requested an extension to the existing temporary use by-law earlier than required to continue to permit the garden suite (in the same location and with no interior or exterior changes) on the subject property for a further a temporary period. Since the applicants have exhausted the 20-year time frame permitted in the Planning Act for garden suites, any further extensions can be no more than three (3) years at a time.

Background

A proposed temporary use zoning by-law seeking permission to extend the existing Temporary Use Rural Site-Specific Zone (T5-A2*58) on the subject lands for a period of approximately 3 years from the date the previous by-law expires, unless extended by Council, is attached as Appendix 1.

Should the extension to the temporary use by-law be approved by Council, the original Garden Suite Agreement dated May 25, 2005, must be updated to reflect any changes to the living arrangements, referenced by-laws, changes in legislation, expiry dates, etc. A draft copy of an amending agreement, including all the changes, has been attached as Appendix 2 to this report. This agreement will be finalized by staff, executed by both parties and registered on title at the Owner's expense.

Information submitted in support of the application:

- Survey / Reference Plan
- Site Plan showing existing buildings and environmental features on site
- Floor Plans
- Previously approved temporary use by-laws

Since there are no proposed changes to the structure or the septic design staff did not require any additional technical information for this application.

Planning Policy

Provincial Plans and Policies

Staff has reviewed the application in relation to the policies of the Provincial Planning Statement (PPS) (2024) and the Greenbelt Plan (2017). Provincial policies support non-agricultural uses in prime agricultural areas so long as impacts on surrounding agricultural uses and lands from such uses are mitigated to the extent feasible. Furthermore, the permission and facilitation of all forms of housing required to meet the social, health and well-being requirements of current and future residents shall be provided. Within the Greenbelt Protected Countryside, key natural heritage features shall be protected. Existing uses within the Protected Countryside are permitted.

Regional Official Plan

As of July 1, 2024, Halton Region became an upper-tier municipality without planning responsibilities; however, the Halton Region Official Plan (ROP) remains in-effect and the

Background

local municipalities are responsible for administering the plan until such time that is revoked or amended by the respective municipality.

The Regional Official Plan (ROP) designates the subject property as Agricultural Area with more than half of the property (southern portion) also shown as being within the Greenbelt Plan Natural Heritage System on Map 1. Map 1E of the ROP also identifies the entire property as falling within the Region's prime agricultural area. Map 1G of the ROP illustrates that the garden suite is directly adjacent to an area mapped as being a Key Feature of the Natural Heritage System. As noted by the Region previously, permissions for garden suites were removed from the Agricultural Area designation in their Plan. However, existing uses are permitted and are defined as the use of land, building or structure legally existing or approved on the day of adoption of the ROP, which was December 16, 2009. The existing garden suite preceded that date.

Town Official Plan

The Town's Official Plan (OP) designates the subject property as Rural Area with more than half of the property within the Greenbelt Protected Countryside Area and Greenbelt Natural Heritage System. Like the ROP, the lands are designated prime agricultural area, and the garden suite is located adjacent to key features, enhancement areas, linkages and buffers. Consistent with the provincial and regional policies, the OP designations promote protection of agricultural uses and natural heritage features but also recognize and permit existing uses.

The Town's policies also speak specifically to temporary use by-laws in Section 11.5.3.6 of the Plan. Temporary use by-laws are contemplated subject to conformity with the following requirements, among others, being satisfied:

- a. That the proposal fulfils reasonable planning standards;
- b. That the proposed use will be compatible with adjacent uses;
- c. That the size of the parcel of land or building to be used is appropriate for that proposed use; and,
- d. That services such as water, sewage disposal and roads, are sufficient.

As per Section 11.5.3.7 Council may pass subsequent by-laws to a temporary use by-law granting extensions of up to three years; however, once the subsequent by-law has lapsed, the use permitted by the by-law must cease and if the use continues it will be viewed as an illegal use in regard to the implementing Zoning By-law.

Background

Staff is satisfied that that the proposal to continue the use of the garden suite through an extension of the existing temporary use by-law for a period of three years conforms to Provincial, Regional and Town policies.

Zoning By-law Amendment

On May 24, 2005, Town Council approved Temporary Use By-law 053-2005 under Comprehensive Zoning By-law 144-2003, as amended. This By-law changed the Rural (A2) Zone to a Temporary Use Rural Site-Specific Zone (T5-A2*58) to permit a garden suite on the subject property for a period of 10 years.

On December 12, 2016, Council approved Temporary Use By-law 103-2016 under Comprehensive Zoning By-law 144-2003, as amended, to reinstate the permission for the existing garden suite through a new application, as the request to extend the permission was not received prior to expiry date of May 24, 2015. By-law 103-2016 expires on December 12, 2026.

A draft amending Zoning By-law that proposes a three-year extension to the existing Temporary Use Rural Site-Specific Zone (T5-A2*58), allowing the garden suite to remain in its current location until December 12, 2029, is attached as Appendix 1 to this report.

Site Plan Control

This application is not subject to site plan approval.

Discussion

Public Consultation

Notice for the statutory public meeting to be held on June 22, 2026 was provided pursuant to the requirements of the Planning Act and the Town of Milton Official Plan on June 2, 2026 through written notice to all properties within 300 metres of the subject lands, as well as notice being posted on the Town's website on June 3, 2026. As of June 12, 2026, no written comments were received in response to the notice.

Agency Consultation

The application was circulated to internal departments and external agencies on June 2, 2026. No objections were received, and all agencies supported the extension of the temporary use by-law for an additional three-year period. It should be noted that the Grand

Discussion

River Conservation Authority (GRCA) confirmed that although there are regulated lands on the subject property, the garden suite does not affect those specific areas and as a result, no permit or clearance letter is required. Consistent with their 2016 comments, Regional Planning staff continued to encourage the Town to ensure that the garden suite is permitted only on a temporary basis and remains tied to the needs of its current occupants. In addition, Development Finance staff confirmed that development charges were paid for this Garden Suite when established in 2005. Therefore, no additional development charges are required in relation to the extension of the use through this zoning amendment application.

Conclusion

Planning staff is of the opinion that the proposed extension of the garden suite use for an additional three-year period, conforms to provincial, regional and local planning policy and provides a form of housing needed to meet family needs. As such, staff recommends that the application be approved, the amending zoning by-law be adopted, and the proposed changes to the Garden Suite Agreement be executed and registered on title.

Financial Impact

None arising from this report

Respectfully submitted,

Jill Hogan
Commissioner, Development Services

For questions, please contact:	Angela Janzen, MCIP RPP Senior Planner, Development Review	Phone: Ext. 2310
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Attachments

Figure 1 - Location Map

Figure 2 - Site Plan

Figure 3: - Floor Plans

Appendix 1 - Zoning By-law Amendment

Appendix 2 - Amending Agreement to Original 2005 Garden Suite Agreement



The Corporation of the Town of Milton

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Approved by CAO
Andrew M. Siltala
Chief Administrative Officer

Recognition of Traditional Lands

The Town of Milton resides on the Treaty Lands and Territory of the Mississaugas of the Credit First Nation. We also recognize the traditional territory of the Huron-Wendat and Haudenosaunee people. The Town of Milton shares this land and the responsibility for the water, food and resources. We stand as allies with the First Nations as stewards of these lands.

FIGURE 1 LOCATION MAP

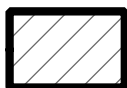


Council Meeting Date:
June 22, 2026

Scale: 1: 4,000

File: Z-05/26

Development Services Department



Subject Property

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FIGURE 2 TO REPORT DS-044-26

SITE PLAN
3058 NO. 30TH SIDE ROAD

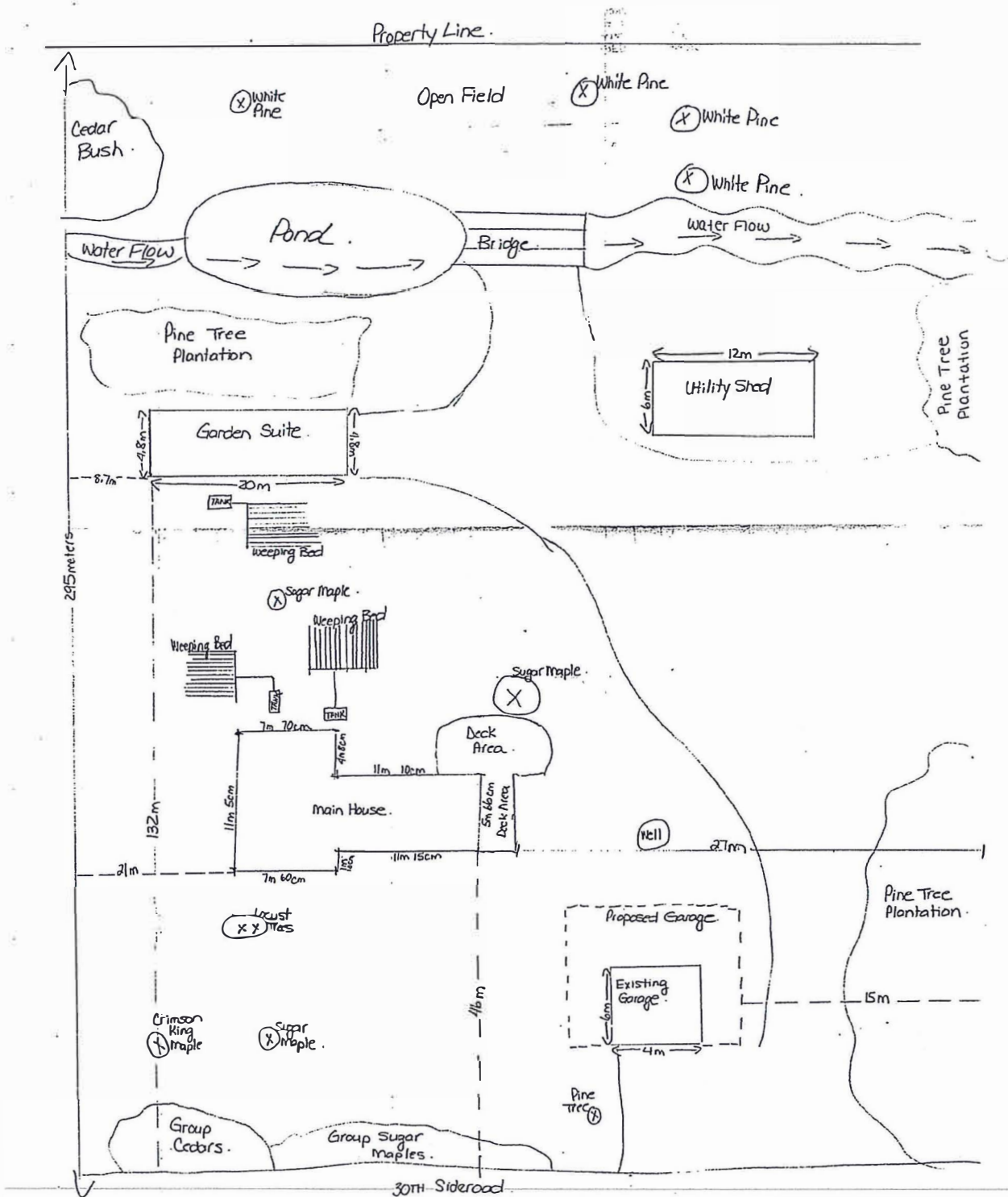
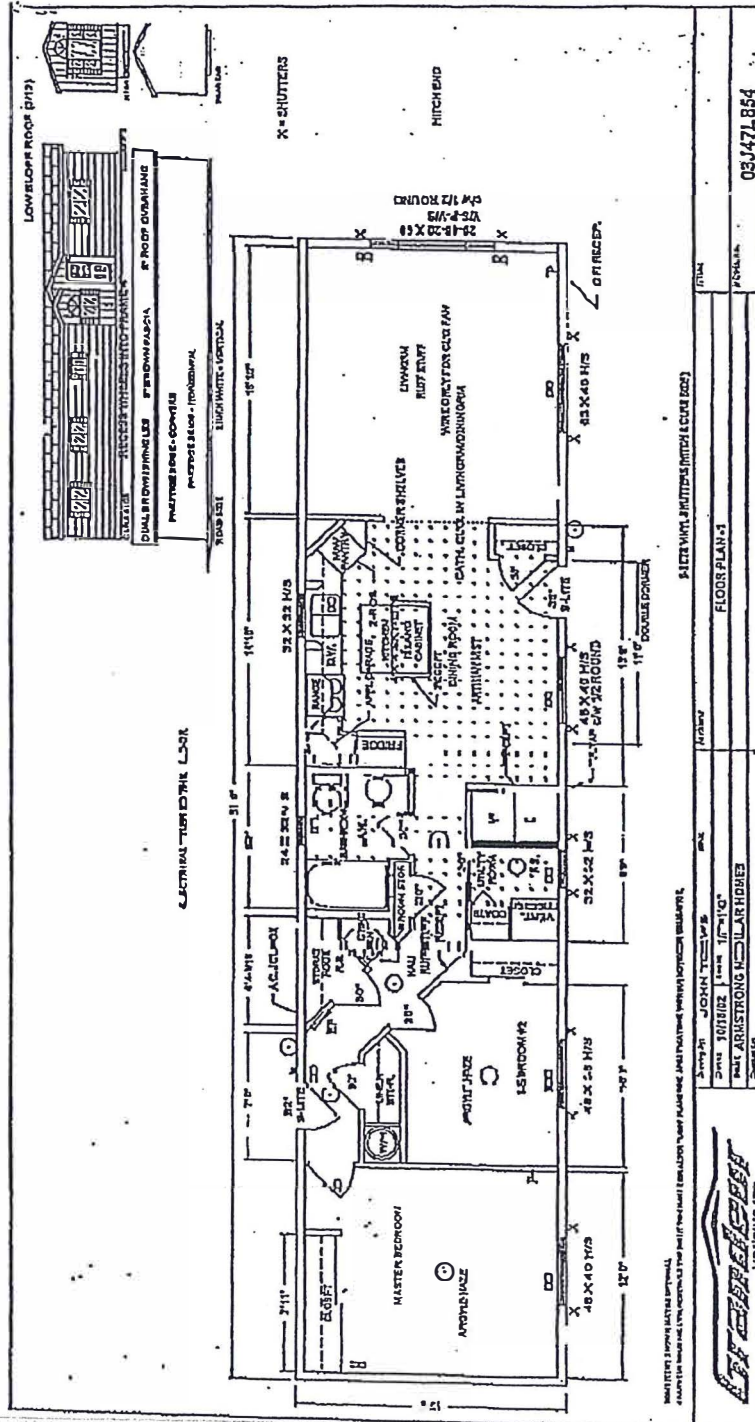


FIGURE 3 TO REPORT DS-044-26



THE CORPORATION OF THE TOWN OF MILTON

BY-LAW XXX-2026

BEING A BY-LAW TO AMEND THE TOWN OF MILTON COMPREHENSIVE ZONING BY-LAW 144-2003, AS AMENDED, PURSUANT TO SECTIONS 34 AND 39 OF THE *PLANNING ACT* IN RESPECT OF THE LANDS DESCRIBED AS PART OF LOT 30, CONCESSION 4, NEW SURVEY, FORMER GEOGRAPHIC TOWNSHIP OF NASSAGAWEYA, SHOWN AS PART 2 ON PLAN 20R-649 AND MUNICIPALLY KNOWN AS 3058 30 SIDE ROAD, TOWN OF MILTON, REGIONAL MUNICIPALITY OF HALTON (PETER AND CONNIE TIMMERMAN) - FILE: Z-05/26

WHEREAS Section 39 of the Planning Act, as amended, authorizes Municipal Councils to pass by-laws to authorize the temporary use of land, buildings, and structures for a specific period of time;

AND WHEREAS the Council of the Corporation of the Town of Milton deems it appropriate to amend Comprehensive Zoning By-law 144-2003, as amended, to allow the proposed use for a period ending December 12, 2029;

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 Municipal 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, continues to zone the lands a Temporary Use Site-Specific Rural (T5-A2*58) Zone symbol on the lands shown on Schedule A attached hereto.
2. **That** Section 13.3 (Temporary Use Zones) of Comprehensive Zoning By-law 144-2003, as amended, is hereby further amended by adding subsection 13.3.1.5 to read as follows:
 - i. **Additional Permitted Use:**
 - a. A garden suite
3. **THAT** Section 13.1 of Comprehensive Zoning By-law 144-2003, as amended, is hereby further amended by adding subsection 13.1.1.58 as follows:

Special Site Provisions:

- a. *A garden suite* is permitted in the rear yard only.

APPENDIX 1 TO REPORT DS-044-26

4. **THAT** notwithstanding Sections 1 and 2 of this By-law, this By-law shall expire on December 12, 2029, unless the Council of the Corporation of the Town of Milton has provided an extension by amendment to this by-law prior to expiry.
5. **THAT** if no appeal is filed pursuant to Section 34(19) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, or if an appeal is filed and the Ontario Land Tribunal dismisses the appeal, this by-law shall come into force on the day of its passing. If the Ontario Land Tribunal amends the by-law pursuant to Section 34 (26) of the *Planning Act*, as amended, the part or parts so amended come into force upon the day the Tribunal's Order is issued directing the amendment or amendments.

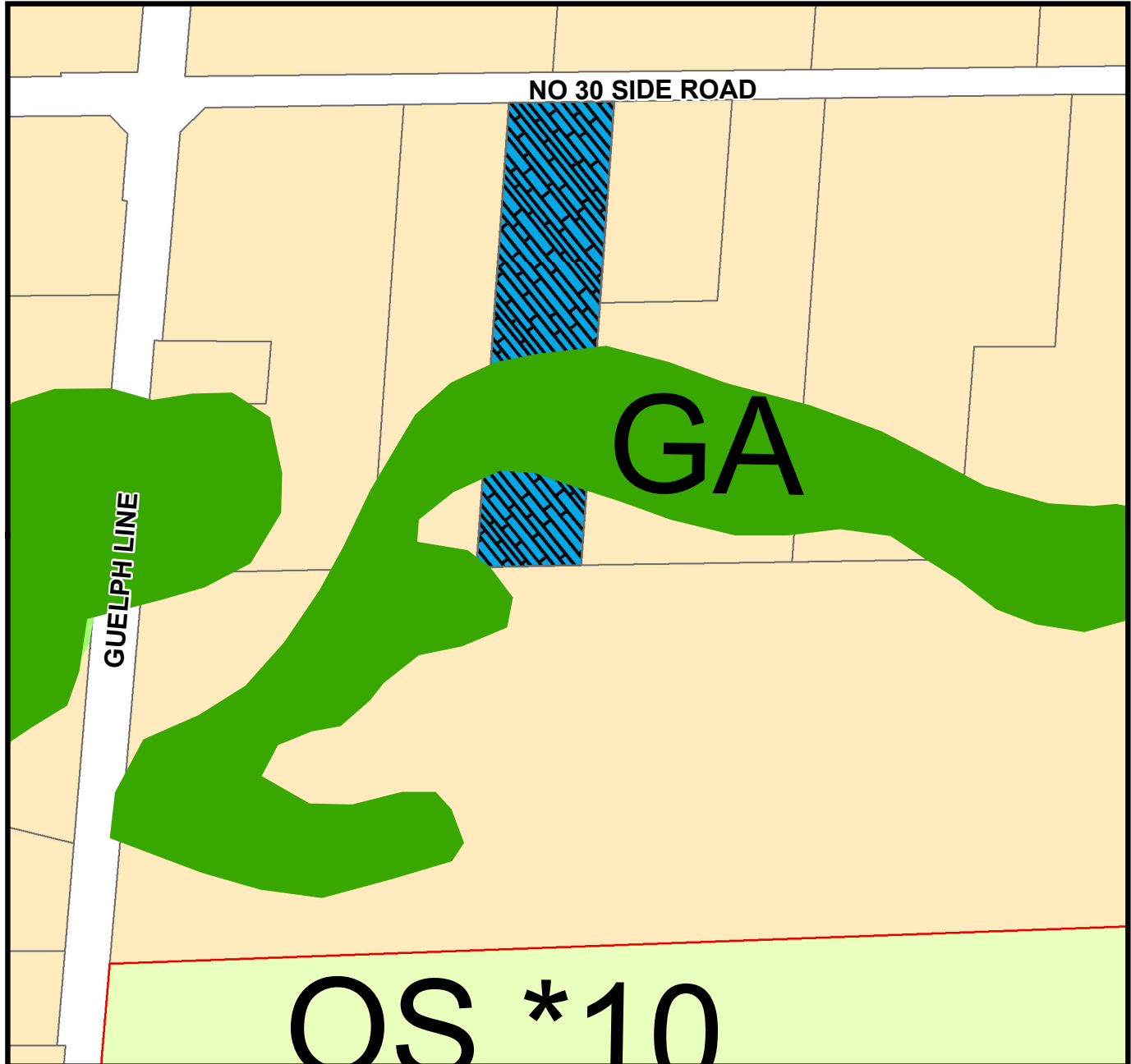
PASSED IN OPEN COUNCIL ON JUNE 22, 2026.

Gordon A. Krantz Mayor

Meaghen Reid Town Clerk

ZONING BY-LAW
144-2003
SCHEDULE A
TO BY-LAW No. -2026

TOWN OF MILTON
PART OF LOT 30 CONCESSION 4
PART 2 ON RP 20R649 (NASSAGAWEYA)
Town of Milton



THIS IS SCHEDULE A
TO BY-LAW NO. -2026 PASSED
THIS ___ DAY OF ___, 2026.



T5- A2*58

MAYOR - Gordon A. Krantz

CLERK - Meaghen Reid



Z-05/26

APPENDIX 2 TO REPORT DS-044-26

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the ____ day of _____, 2026.

B E T W E E N:

THE CORPORATION OF THE TOWN OF MILTON
(hereinafter called the “**Town**”)

- and -

PETER AND CONNIE TIMMERMAN
(hereinafter called the “**Owner**”)

WHEREAS the Town and Peter and Connie Timmerman entered into a Garden Suite Agreement dated the 25th day of May, 2005 (the “**Garden Suite Agreement**”) in respect of the property municipally known as 3058 30 Side Road (the “Subject Property”);

AND WHEREAS the Town and the Owner have agreed to amend the Garden Suite Agreement upon the terms and conditions outlined herein;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Garden Suite Agreement is hereby amended as follows:

- a) by adding the words “, as amended” after the words “Zoning By-law 144-2003” in the second paragraph of the opening section of the agreement;
- b) by deleting all references to “By-law 53-2005” and replacing it with the new temporary use by-law reference “By-law XXX-2026”;
- c) by deleting the words “Section 39 (1.2)” in the third paragraph of the opening section of the agreement and replacing it with the words “Section 39.1 (1)”;
- d) by deleting the text in Section 1.2 and replacing it with the following:

“Upon execution of any amending agreement(s) to this Garden Suite Agreement, the amending agreement(s) shall be registered on title at the expense of the Owner.”
- e) by deleting the text in Section 2.1.3 and replacing it with the following:

“the Garden Suite will be occupied exclusively by Hilda Timmerman, mother of Peter Timmerman.”

- f) by deleting the words “Rick Timmerman and/or Hilda Timmerman” in Section 2.1.5 and replacing it with the words “Hilda Timmerman”;
 - g) by deleting the text in Section 2.1.8 and replacing it with the following:

“Where required, Development Charges shall be paid in accordance with the Development Charges By-law in effect, at the time of the issuance of a Building Permit for the Garden Suite”; and,
 - h) by deleting all date references containing “2005” at the beginning and end of the agreement and replacing them with the applicable enactment and signing dates.
2. This Amending Agreement affects the Subject Property. The Owner hereby consents to the registration of this Amending Agreement against the title of the Subject Property.
 3. The Amending Agreement dated February 6, 2017, in relation to By-law 103-2016, a previous extension to the temporary use approved by Town Council on December 12, 2016, which was not registered against the title of the Subject Property, is hereby repealed and replaced by this Amending Agreement.
 4. This Amending Agreement shall be read together with the Garden Suite Agreement registered on title as Instrument No. HR391664 and the parties confirm that, except as modified herein, all terms and provisions in the Garden Suite Agreement remain unchanged, unmodified and in full force and effect and each of the parties agrees to abide by the terms and provisions of the Garden Suite Agreement.
 5. This Amending Agreement and the Garden Suite Agreement embody the entire understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by all parties.
 6. The parties confirm the validity of the recitals of this Amending Agreement and agree that they form a part of this Amending Agreement.
 7. All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Garden Suite Agreement.
 8. In the event of any conflict between the terms and provisions of this Amending Agreement and the Garden Suite Agreement, the terms and provisions of this Amending Agreement shall prevail.

9. This Amending Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
10. This Amending Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties shall treat this Amending Agreement as fully and properly executed upon receipt of all parties of signed counterpart execution pages, which may be transmitted by fax or electronic mail and which if sent by fax or electronic mail shall be acceptable and constitute good delivery hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date first written above.

**THE CORPORATION OF THE TOWN OF
MILTON**

Per: _____
Gordon A. Krantz
Mayor

Per: _____
Meaghen Reid
Town Clerk

We have the authority to bind the Corporation.

PETER AND CONNIE TIMMERMAN

Per: _____
Peter Timmerman

Per: _____
Connie Timmerman