

## APPENDIX C

### CONDITIONS OF DRAFT PLAN APPROVAL

CONDITIONS APPLYING TO THE APPROVAL OF THE FINAL PLAN  
FOR REGISTRATION OF A PLAN OF SUBDIVISION BY:

MANTELLA CORPORATION

FILE: 510-01/17 (24T-17001/B)

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

1. This approval applies to the draft plan of subdivision certified by Roy C. Mayo, O.L.S., received July 13, 2017, consisting of 10 lots and 1 block.
2. The Owner shall sign the City's Standard Subdivision Agreement and any other necessary agreement(s) in effect on the date of signing thereof, within three years of the date of Council approval; and acknowledge the implications of the standard conditions contained in the City's Standard Subdivision Agreement, failing which, Council's approval shall lapse.
3. The Owner shall complete the following to the satisfaction of the Executive Director of Capital Works of the City of Burlington:
  - a) Dedicate to the City free of charge the following:
    - i. A 14 metre road allowance for Street "A";
    - ii. A 30 metre road allowance for the Street "A" cul-de-sac;
    - iii. A 3 metre by 3 metre daylight triangle where Street "A" intersects with Stonehaven Drive;
    - iv. Any easements over the subject property required for access, drainage, services and/or utilities; and,
    - v. Any easements over adjacent properties as required to accommodate access, services and/or overland flow swales.
  - b) Prepare and deposit all reference plans required for the foregoing dedications and a reference plan showing the boundaries of the property to UTM, NAD 83, Zone 17 and provide the City a digital copy of the

reference plan in .dwg format with all points and line work on separate layers.

- c) Submit a copy of the updated parcel register when survey plans are submitted for the preparation of the Subdivision Agreement.
- d) Agree to amend any existing rights-of-way or mutual easement agreements for access and repair and maintenance of both sides of the sound wall and berm, as necessary.
- e) Agree that Lots 1-4, all inclusive, shall contain the necessary rights-of-way or mutual easements for access and repair and maintenance of both sides of the sound wall and berm, where applicable, situated within the rear of these lots for each of the property owners.
- f) Agree to pay all costs associated with the acquisition of the required City owned lands (approximately 0.2 ha) that shall be part of Block 1 (to the satisfaction of the Manager of Realty Services).
- g) Agree to pay for the cost of lifting 0.3 metre reserves, as may be required.
- h) Agree to provide cash-in-lieu of parkland dedication in accordance with the City's Parkland Dedication Policy and By-law.
- i) Agree to provide confirmation of payment to the Orchard Community East Master Servicing Cost Sharing Agreement (OCEMSCSA) Group relating to the financial obligations as a result of subdivision development or provide confirmation of settlement with the Group.
- j) Acknowledge that the suitability of the land for the proposed use is the responsibility of the landowner, and that prior to registration of the plan, the Owner shall undertake an environmental assessment performed by a Qualified Person to ensure that the land is suitable for the proposed use. If in the opinion of the Qualified Person, the environmental site assessment indicates the land may not be suitable for the proposed use, the Qualified Person must so advise the Ministry of the Environment and Climate Change and the City of Burlington. The Owner undertakes to do further investigative studies and to do all works required to make the lands suitable for the proposed use. The Owner shall also agree to make available for inspection to all prospective purchasers copies of the completed Environmental Site Assessment and Record of Site Condition, if applicable.

- k) In the event that during ongoing subdivision and house construction the land is determined not to be suitable for the proposed use, agree (at no cost to the City) to undertake further investigative studies and perform all necessary works required to make the land suitable for the proposed use.
- l) Agree to submit a Geotechnical Study, for approval, and to implement the recommendations of the approved Geotechnical Study for subdivision servicing, road construction as well as house construction (including details for house construction on fill lots).
- m) Agree to submit an Environmental Noise and Vibration Study, for approval, and to implement the recommendations of the approved Environmental Noise and Vibration Study.
- n) Agree to make provisions in all Offers, Leases and Reservations Agreements inserting the necessary environmental noise and vibrations warning clauses of the approved Environmental Noise and Vibration Study.
- o) Agree to provide certification by an Acoustical Engineer that the builder's plans are in conformance with the approved recommendations of the Environmental Noise and Vibration Study prior to the issuance of building permits. The Owner shall also agree that all affected lots will be deemed unbuildable until such certification is received and accepted by the City.
- p) Agree to verify the actual indoor and outdoor environmental sound levels on-site and provide certification by an Acoustical Engineer that the approved recommendations of the Environmental Noise and Vibration Study have been implemented and satisfy the criteria of the City and the MOECC prior to the release of the related securities.
- q) Agree to submit a Traffic Impact Study, for approval, and to implement the recommendations of the approved Traffic Impact Study.
- r) Agree to submit an Area Servicing Study, for approval, and to implement the necessary stormwater management recommendations of the approved Area Servicing Study. The Owner shall also agree to make any revisions to the draft plan necessary to implement the approved recommendations.
- s) Agree to submit a Postal Service Report, for approval, and to implement all necessary recommended facilities. All proposed facilities are to be shown on the approved engineering drawings.

- t) Agree to submit an On-Street Parking Plan, for approval, and indicate proposed driveway locations and on-street parking spaces in order to ensure that sufficient area is provided for on-street parking.
- u) Agree to submit a Tree Inventory and Preservation Study, for approval, and to implement the recommendations of the approved Tree Inventory and Preservation Study. The Owner shall also agree to submit a Tree Preservation Plan, for approval, in conjunction with the approved engineering and landscaping drawings. The Tree Inventory and Preservation Plan will make satisfactory provisions for the preservation of any existing trees, where feasible, in accordance with the City of Burlington Tree Protection and Preservation Specification SS-12A. Any public tree removal identified will require Council approval as per the Public Tree By-law 68-2013, as amended. Compensatory planting will be required along the existing right-of-way to the satisfaction of the City Arborist.
- v) Agree to obtain a Public Tree Permit to remove trees from the City's right-of-way. The name of the contractor providing the removal service, a copy of their WSIB and their certificate of liability (\$2,000,000 minimum) must also be provided prior to issuance of the Public Tree Permit.
- w) Agree that no stockpiling or use of John William Boich Parkette for construction staging will be permitted within the written approval of the Executive Director of Capital Works.
- x) Agree to provide erosion and siltation control measures for John William Boich Parkette, if required.
- y) Agree to provide a Parkland Site Disturbance security to ensure any necessary rehabilitation of John William Boich Parkette is undertaken to the satisfaction of the Executive Director of Capital Works.
- z) Agree that should the development be phased, a Phasing Plan must be submitted prior to the registration of the first phase of subdivision. The Phasing Plan will incorporate an Agreement (to the satisfaction of the Executive Director of Capital Works) that must indicate the timing and sequence of development (including tree removal) for each phase and include securities to guarantee the implementation of the plan.
- aa) Agree to ensure construction access, traffic and parking during all stages of construction is to the satisfaction of the Executive Director of Capital

Works and agree to pay for any required signage, barricards or other measures, as needed.

- bb) Design, locate and erect signs prior to the sale of any lots and prior to commencement of subdivision construction which provide notification of: the proposed land uses, road pattern, lotting, phasing of the proposed subdivision, the properties abutting the development, location of postal facilities, transit route locations and lots subject to warning clauses. The signs shall be resistant to weathering and vandalism. All lots and block shall be deemed unsuitable for building until the above has been satisfied.
- cc) Agree to submit an Erosion and Siltation Control Plan, for approval, and implementation during all phases of construction, including servicing and building construction.
- dd) Agree to obtain the necessary demolition permit(s) and post the necessary securities to ensure the proper removal of all existing on site buildings and structures.
- ee) Agree to pay for any alterations to existing utilities, pavement and services that may be necessary to accommodate the connection of Street "A" with adjacent lands and should the proposed intersection need to be adjusted/relocated agree to make the necessary revisions to the Draft Plan.
- ff) Agree to submit engineering drawings, for approval.
- gg) Agree to complete all construction works, including but not limited to grading, servicing, roads, sidewalks and driveway locations, in accordance with the approved engineering drawings.
- hh) Agree to provide street tree planting and landscaping to the satisfaction of the City Arborist.
- ii) Agree to install all servicing and utilities (including hydro) throughout the development underground.
- jj) Agree to submit an overall Utility Coordination Plan, for approval, 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. Such overall utility distribution plan shall be to the satisfaction of all utility providers and shall be approved by the City prior to construction of any of the required utilities.

- kk) Prior to servicing of the plan, the Owner agrees to inform the City which telecommunications and electrical utilities will be installing what services in the subdivision. Once identified, these telecommunications and electrical utilities shall confirm in writing with the City that their requirements have been satisfied.
- ll) The Developer shall agree to the following:
- i. Permit the following telecommunication providers to locate their plant in a common utility trench within any future public highway of the Plan provided they have entered into, or are in the process of entering into, a Municipal Access Agreement with the City (“Telecommunications Providers”):
    - All “Canadian carrier” telecommunications service providers (as defined in subsection 2(1) of the Telecommunications Act);
    - A “distribution undertaking” (as defined in subsection 2(1) of the Broadcasting Act).
  - ii. Within 10 business days of receiving a list of Telecommunications Providers from the City, the Developer shall notify all Telecommunications Providers of the Plan and request to be notified within 10 business days as to whether they intend to locate their plant within any future public highway of the Plan.
  - iii. Make satisfactory arrangements (financial and otherwise) with the City, Telecommunications Providers and other utilities for the installation of each facility in a common utility trench within future public highways prior to commencing any work within any future public highway of the approved draft plan of subdivision.
  - iv. The ability of any Telecommunications Provider to install its plant in a timely and efficient manner shall not be limited.
  - v. Where works have commenced on Plans that have not been granted final approval as of September 24, 2001, the City and the Developer shall work with any Telecommunications Providers excluded from the development to allow for expeditious installation of the Telecommunications Providers’ plant in a reasonable manner and location, as approved by the City.
  - vi. Install, at the Developer’s own expense, 100 mm diameter ducts at all road crossings for the use of Telecommunications Providers. The exact

location and detailed specifications for these ducts shall be shown on the approved drawings.

- vii. Acknowledge and agree that the City may refuse to accept or assume any or all streets within the Plan until the provisions of this section have been complied with.
- mm) Agree that foundation drainage shall discharge directly into the storm sewer either by gravity or sump pump installation. Connections by gravity will not be permitted unless hydraulic grade line analysis confirms that surcharging of the storm sewer during a 50-year design storm will not result in any basement or foundation damage. For lots 7 to 10 (inclusive) and Block 1, discharge at grade will not be permitted unless discharge is directed to the rear of each lot/block.
- nn) Prior to commencement of any excavation, install solid board barriers around all trees to be preserved, to be maintained during all phases of servicing and development and ensure that trees designated for preservation are not removed or damaged.
- oo) Agree 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, as determined by the City Arborist.
- pp) Agree to install temporary street name and stop signs on streets throughout the development after placement of base asphalt and prior to building permits being issued and maintain the signs until such time as the permanent signs have been installed by the City.
- qq) Agree to construct the necessary fencing as shown on the approved engineering drawings, namely between all residential boundaries abutting either open space/creek blocks, walkway blocks, school blocks or commercial blocks and business blocks abutting either open space/creek blocks or transit corridor block.
- rr) Agree to comply with the City Policy in effect at the time of subdivision registration with respect to "Site Conditions in Subdivisions":
  - i. Agree to provide a cash deposit to be used by the City for contracted or in-house expenses for dealing with non-compliance with City requirements for control of mud, dust and debris on roads and further agree that inspection staff time for invoicing on work undertaken will be charged at double the normal rate;

- ii. Agree to hire a contractor on retainer to deal with after hour problems related to unsafe conditions in active subdivisions and provide the City with the contractor's 24 hour/7 days a week emergency contact phone number;
  - iii. Agree to install "Illegal Dumping Prohibited" signs at all blocks intended for future development;
  - iv. Agree to regrade and seed within 7 days, and cut weeds and remove debris within 48 hours, of a request by the City on any undeveloped lots or blocks as may be requested;
  - v. Agree to provide a cash deposit to be used by the City for contracted or in-house expenses for dealing with City requirements for control of grading issues, weed control and debris removal, and further agree that inspection staff time for invoicing on work undertaken will be charged at double the normal rate;
  - vi. Agree to grade, place topsoil and seed any lot or block within 7 days of initial grading or topsoil stripping which is not intended for development within 45 days. This requirement may vary depending on the season of the activity. The City will exercise discretion in applying the seeding requirement. In addition, temporary perimeter post and wire fencing is to be installed for any school or park block;
  - vii. Agree to provide an overall phasing schedule identifying proposed house construction (start dates/occupation dates), tentative grading, sodding and tree planting schedules in accordance with the City's grading and sodding policy and schedule;
  - viii. Agree that sidewalk installation, lot and boulevard grading/sodding will be completed within 9 months of occupation and agree that at the time of sidewalk installation, the boulevard is to be rough graded to the level of the sidewalk should the boulevard sodding be delayed. Additionally, the Owner agrees to complete all the boulevard tree planting and associated landscaping within 18 months of adjacent home occupation.
- ss) Agree to provide all new home purchasers in the subdivision with an information brochure containing information on the ecological value and function of natural areas within the community to be preserved and appropriate stewardship behaviour such as domestic pet control, no debris/dumping. No vegetation removal, etc.



- tt) Agree to make available to all purchasers a copy of the City of Burlington “Information Sheet for New Home Buyers”.
- uu) Agree to display copies of the signed engineering drawings (specifically the “Utility Coordination Plan”) in the sales office when they become available, for the information of purchasers.
- vv) Agree to display a copy of the approved draft plan and draft plan conditions in the sales office for the information of purchasers.
- ww) Agree to provide copies of the draft plan conditions for the review of purchasers, if requested.
- xx) Agree to include the following clauses in a registered portion of the subdivision agreement, and that the Owner ensure that warning clauses to this effect are included on all Offers, Leases and Reservations Agreements for all residential units:
  - i. “Purchasers/tenants are advised that there may be above-ground utility facilities such as fire hydrants, hydro transformers and cable pedestals located in front of their property within the City’s road allowance or on easements”.
  - ii. “Purchasers/tenants are advised that a drainage swale may exist across the rear of the property and that the drainage swale as indicated on the approved engineering drawings is not to be altered or blocked in any way, nor are any structures, (sheds, etc) fencing excepted to be erected within the drainage swale without the prior approval of the City of Burlington”.
  - iii. “Purchasers/tenants are advised that due to limited on-street parking, the City of Burlington will not issue driveway curb cut widening permits”.
  - iv. “Purchasers/tenants are advised that a 1.5 metre concrete sidewalk may be constructed adjacent to the property line and that this will limit the parking space in front of the unit to one vehicle in the driveway between the garage and sidewalk”.
  - v. “Purchasers/tenants are advised that the City of Burlington Zoning By-law standards for the Orchard Community require a minimum of two parking spaces to be provided per dwelling unit, one of which may be provided in the garage. Furthermore, the City of Burlington Parking By-law limits on-street parking to five hours”.

- yy) Agree to provide storm sewer video inspection as per the current City standard.
  - zz) Agree to provide written certification by the Civil Engineer prior to final assumption of the subdivision that the municipal infrastructure, including the underground services (i.e. storm sewers, etc) and aboveground services (i.e. roads, sidewalks, boulevards etc) has been constructed in conformance to the City standards and in accordance with the approved engineering drawings.
4. Complete the following to the satisfaction of the Director of Roads, Parks and Forestry:
- a) Agree to compensate for the removal of public trees by replanting in the City's right of way as required (to the satisfaction of the City Arborist).
  - b) Agree to pay for any site visits and the implementation of the preservation methods to be completed by an appropriately credentialed arborist as recommended in the approved Tree Inventory and Preservation Plan.
  - c) All proposed tree and landscape planting on site and in the right of way must conform to species lists provided in Conservation Halton's Landscaping and Tree Preservation Guidelines.
5. The Owner shall complete the following to the satisfaction of the Director of Planning and Building of the City of Burlington:
- a) Provide with the final plan a list of lot and block widths and areas, prepared by an Ontario Land Surveyor, to ensure all lots and blocks conform to Zoning By-law 2020, as amended.
  - b) Agree to display a copy of the approved draft plan of subdivision and draft plan condition in the sales office for the information of purchasers;
  - c) Agree to provide copies of the draft plan approval conditions for the review of the purchasers, if requested;
  - d) Agree to display copies of the signed engineering drawings in the sales office when they become available, for the information of purchasers;
  - e) Agree to make available to all purchasers a copy of the City of Burlington "Information Sheet for New Home Buyers."
6. The Owner shall complete the following to the satisfaction of the Director of Finance of the City of Burlington:

- a) Pay property taxes including all future installments levied.
7. The Owner shall complete the following to the satisfaction of Burlington Hydro Incorporated:
    - a) Agree to satisfy all of the conditions and requirements, financial or otherwise, of Burlington Hydro Incorporated and provide the Executive Director of Capital Works with a clearance letter from Burlington Hydro Incorporated when its requirements have been met.
  8. The Owner shall complete the following to the satisfaction of Union Gas Limited:
    - a) Provide to Union Gas Limited the necessary easements and/or agreements required by Union Gas Limited for the provision of gas services for this development, in a form satisfactory to Union Gas Limited.
  9. The Owner shall complete the following to the satisfaction of the Region of Halton:
    - a) That the Owner agrees, by entering into subdivision agreements, to satisfy all the requirements, financial or otherwise of the local municipality and the Region including but not limited to, the phasing of the plan for registration, investigation of soil contamination and soil restoration, the provision of roads, boulevard grading and restoration, installation of watermains, wastewater mains, drainage works, stormwater facilities and utilities. This agreement is to be registered on title to the lands.
    - b) Prior to Draft or any approval or By-law, or any servicing or grading of the site and to the satisfaction of Halton Region, the Owner is required to submit to halton Region a Ministry of the Environment (MOE) acknowledged Record of Site Condition (RSC), 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 environmental documentation such as Phase 1 and 2 Environmental Site Assessment and remediation reports etc. to Halton Region for review. The author of the environmental reports and RSC submitted to the Region must extend third party reliance to Halton Region. The Owner is required to comply with Ontario Regulation 153/04 and Halton Region's Protocol for Reviewing Development Applications with Respect to Contaminated Sites, to the satisfaction of the Region of Halton.
    - c) If imported fill is to be used within the proposed subdivision limits and external works that service this subdivision, the Owner is responsible for its environmental quality and must provide to the satisfaction of Halton Region, a

- document to certify that all fill material meets applicable MOE standards as per Ontario Regulation 153/04.
- d) That a detailed engineering submission shall be prepared and submitted to the Region's Development Project Manager for review and approval prior to the preparation of the Regional subdivision agreement.
  - e) All works which are the responsibility of the Owner to complete shall be supervised during 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 the Region's Current Construction and Design Standards.
  - f) Upon draft approval Regional services within the Plan of Subdivision may be installed, provided that the engineering drawings have been approved by the Region and City of Burlington, the Regional subdivision agreement has been executed, appropriate financial security has been posted, all relevant fees have been paid to the satisfaction of the Region, and all requisite government approvals have been obtained and notices given to all public utilities.
    - i) If Regional services are installed prior to subdivision registration, the Owner agrees to either; (i) provide the Region "as constructed" drawings of those services, certified by a professional engineer before registration takes place; or (ii) post security equal to or greater than 50% of the cost of all Regional works.
  - g) That the Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notified by Halton's Development Project manager that sufficient water capacity exists to accommodate this development.
  - h) The Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notification by Halton's Development Project Manager that sufficient Wastewater Plant capacity exists to accommodate this development.
  - i) That the Owner acknowledges, in writing, that registration of all or part of this plan of subdivision may not take place until notification by Halton's Development Project Manager that sufficient storage and pumping facilities and associated infrastructure relating to both water and wastewater are in place.

- j) The Owner acknowledges that there may not be sufficient water or wastewater plant capacity; storage or pumping facilities and associated infrastructure to accommodate this development and that additional capacity may not become available within the term of this draft approval. The Owner acknowledges that granting of draft plan approval does not imply a guarantee by the Region to service this development within the term of draft approval. The Region's Development Project Manager will advise the Owner in writing at the time of the first submission for 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 shall not take place until the Region's Development Project Manager has confirmed that capacity exists to accommodate this development.
- k) The Owner agrees to conduct a survey of the static water level and quality of all wells within 500 metres of the plan. The Owner further agrees to resolve any claims of well interruption due to the construction of municipal services to the satisfaction of Halton's Development Project Manager.
- l) The Owner shall extend the Region's watermain and wastewater main network, within the proposed new municipal road right-of-way, to the end of the cul-de-sac, as required by the Region's Development Project Manager.
- m) The Owner shall provide the Region with a 1.0 metre watermain easement across the frontage of the properties, for the purposes of the water service connection lateral curb stop property line valves and utilities separation, as per the site specific City of Burlington's Standard Drawing Manual specific standard roadway cross-section drawings for the Orchard Community.
- n) The Owner shall agree that pre and post development storm water flows to the site and from the site to the existing drainage system on Dundas Street (Regional Road #5) are maintained both during and after construction, such that there are no adverse impacts to the existing system on Dundas Street (Regional Road #5), to the satisfaction of Halton Region's Development Project Manager.
- o) The Owner shall ensure that the grading works on the site will match up with the existing elevation at the property line with Dundas Street (Regional Road #5) and also ensure that the grading operation will not encroach on the existing right-of-way unless approved by the Region.
- p) The Owner shall provide the subdivision with a looped water system to help ensure a safe, secure and reliable water supply. This can be accomplished with two or more feeds from the Region's water supply. Should the

connection points not be readily available adjacent to the site then the Owner will be required to extend watermains to the site for this purpose, if required as determined through the detailed engineering submission.

10. The Owner shall complete the following to the satisfaction of the Halton District School Board:
  - a) The Owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the City's subdivision agreement, to be registered on title:
    - i) Prospective purchasers are advised that schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area yet to be constructed is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.
    - ii) Prospective purchasers are advised that school busses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton District School Board. Additional pick up points will not be located within the subdivision until major construction activity has been completed.
  - b) In cases where offers of purchase and sale have already been executed, the Owner is to send a letter to all purchasers which include the above statements.
  - c) The developer agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of development, the land area, and the number of lots and blocks and units for each phase.
  - d) The Owner shall supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that pupils may be directed to schools outside of the area. The Owner will make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.
  - e) The Owner shall submit a copy of the approved sidewalk plan, prepared to the satisfaction of the City of Burlington, to the Halton District School Board.
  - f) The Owner shall provide to Halton District School Board a geo-referenced AutoCAD file of the Draft M-plan once all Lot and Block numbering has been finalized. Should any changes occur after the initial submission to Lot and

Block configuration or numbering on the draft M-plan, the Owner shall provide a new AutoCAD file and a memo outlining the changes.

11. The owner shall complete the following to the satisfaction of the Halton Catholic District School Board:
  - a) The Owner agrees to place the following notification in all offers or purchase and sale for all lots/units and in the City's subdivision agreement to be registered on title:
    - i. Prospective purchasers are advised Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and/or bused to existing facilities outside the area.
    - ii. Prospective purchasers are advised that the Halton Catholic District School Board will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board, and that you are notified that school buses will not enter cul-de-sacs.
  - b) In cases where offers of purchase and sale have already been executed, the Owner is to send a letter to all purchasers which includes the above statements.
    - i. The Owner agrees, to the satisfaction of the Halton Catholic District School Board, to erect and maintain signs at all major entrances into the new development, advising prospective purchasers that if a permanent school is not available, alternative accommodation and/or busing will be provided. The Owner will make these signs to the specifications of the Halton Catholic District School Board and erect them prior to the issuance of building permits.
    - ii. That the Developer agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton Catholic District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
    - iii. That a copy of the approved sidewalk plan, prepared to the satisfaction of the City of Burlington be submitted to the Halton Catholic District School Board.

- iv. The Owner shall provide Halton Catholic District School Board a geo-referenced AutoCAD file of the Draft M-plan once all Lot and Block numbering has been finalized. Should any changes occur after the initial submission to Lot and Block configuration or numbering on the draft M-plan, the Owner shall provide a new AutoCAD file and a memo outlining the changes.
- 12. The Owner shall complete the following to the satisfaction of Canada Post:
  - a) The Developer agrees to consult with Canada Post to determine suitable permanent locations for the Community Mail Box(es) and to show the location(s) on the appropriate servicing plans.
  - b) The Developer 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 the public which indicates the location of all Community Mail Boxes within the development, as approved by Canada Post and the City of Burlington.
  - c) The Developer agrees to include in all offers of purchase and sale a statement which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot numbers) for each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
  - d) The Owner/Developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do the sign off.
- 13. The Owner shall complete the following to the satisfaction of CN Rail:
  - a) The Owner shall enter into a Development Agreement with CN and register CN's environmental easement on title.
- 14. The Owner shall complete the following to the satisfaction of Bell Canada:
  - a) The Owner shall agree in the Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner/Developer shall be responsible for the relocation of such facilities or easements.



- b) Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.
15. All of the above conditions shall be satisfied within three years of the granting of draft approval, being \_\_\_\_\_, 2019.

## NOTES:

1. The owner is advised that additional fees are required by the City of Burlington and the Region of Halton for each Extension to Draft Approval and for Major Revisions to the draft plan of conditions.
2. The owner, its successors and assigns, is hereby notified that City development charges may be payable in accordance with By-law No. 49-2009, as may be amended, upon issuance of a building permit at the rate in effect on the date issued.
3. The Owner will be required to pay all applicable Regional development charges prior to the issuance of any building permits, unless a subdivision (or other form of development) agreement is required, in which case, the water, wastewater and road portions of the Regional development charges are payable upon execution of the agreement. Please visit our website at [www.halton.ca/developmentcharges](http://www.halton.ca/developmentcharges) to obtain the most current development charge information, which is subject to change.
4. Educational Development Charges are payable in accordance with the applicable Education Development Charge by-law and are required at the issuance of a building permit. Any building permits 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.
5. At any time prior to final approval of the plan for registration, the City or Region may amend, delete or add to the conditions and this may include the need for amended or new studies in accordance with Section 51(18) of the Planning Act, 1990.