

Appendix C

CONDITIONS OF DRAFT PLAN APPROVAL

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

1435487 Ontario Inc.

FILE: 510-04/17 (24T-17004/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 Harry Kalantzakos, O.L.S. on December 12, 2017, consisting of 5 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 any easements over the subject property required for drainage, services and/or utilities.
 - b) Any easements over adjacent properties as required to accommodate services and/or overland flow swales.
 - c) 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 Datum, and provide the City an electronic copy of the plan in AutoCAD 14 with all points and line work on separate layers.
 - d) Agree to pay for any alterations to existing utilities, pavement and services that may be necessary to accommodate the development with adjacent lands.
 - e) 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.
 - f) Agree to implement the recommendations of the approved Tree Inventory and Preservation Study.

- g) 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.
- h) Submit a copy of the updated parcel register when survey plans are submitted for the preparation of the Subdivision Agreement.
- i) Agree to implement the recommendation of the approved Geotechnical Study of the subdivision servicing and road construction.
- j) Prepare a postal service report and implement all necessary recommended facilities. All proposed facilities are to be shown on the engineering drawings.
- k) Agree to comply with the City Policy in effect at the time of subdivision Registration with respect to "Site Conditions in Subdivisions".
- l) 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 charge at double the normal rate.
- m) Agree to hire a contractor on retainer to deal with after hour problems related to unsafe situations in active subdivisions and provide the City with the contractor's 24 hour/7 days a week emergency contact phone number.
- n) Agree to install "Illegal Dumping Prohibited" signs all blocks intended for future development.
- o) 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.
- p) 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.
- q) 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.
- r) 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.
- s) Ensure that construction access is to the satisfaction of the Executive Director of Capital Works during all stages of servicing and house building construction and agree to pay for any required signage, barricades or other measure needed to achieve this.

- t) Agree to provide street tree planting and landscaping to the satisfaction of the Manager of Urban Forestry or delegate.
- u) 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.
- v) 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 Manager of Urban Forestry or delegate.
- w) Acknowledge and agree to prepare an overall utility distribution 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.
- x) 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 requirement have been satisfied.
- y) Prepare and implement the siltation and erosion control plan in order to control siltation and erosion during servicing and building construction.
- z) Agree either that all buildings are to be provided with sump pumps or provide hydraulic grade line calculations for the minor drainage system to demonstrate that basement flooding is precluded during the 1 in 100 year storm.
- aa) Provide storm sewer video inspection as per current City Standard.
- bb) Provide an area for snow storage, or agree to put a warning clause in all offers to purchase and sale that snow will be removed off site.
- cc) Include the following clauses in a registered portion of the subdivision agreement, and agree that the Owner ensures that warning clauses to this effect are included on all offers to purchase and sale and reservation agreement for all residential units:

“Purchaser/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, (shed, etc.) fencing excepted to be erected within the drainage swale without the prior approval of the City of Burlington.”

“Ground water levels are high and sump pump may run frequently.”

- dd) Agree to provide a 1.0 m sidewalk along the westerly edge of Block 6 of the approved plan of subdivision that is designed to the satisfaction of the Executive Director of Capital Works.
4. The Owner shall complete the following to the satisfaction of the Director of City Building and Planning 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 that Lots 3 to 5 shall be subject to a restrictive covenant preventing the transfer of ownership until such time as the future common element condominium is registered, subject to the satisfaction of the City Solicitor.
 - c) 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.
 - d) Agree to provide copies of the draft plan approval conditions for the review of the purchasers, if requested.
 - e) Agree to display copies of the signed engineering drawings in the sales office when they become available, for the information of purchasers.
 - f) Agree to make available to all purchasers a copy of the City of Burlington "Information Sheet for New Home Buyers."
5. 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 installments levied.
6. The Owner shall complete the following to the satisfaction of the City Solicitor of the City of Burlington:
- a) Acknowledge that the subdivision agreement would include a warning clause inserted that warns that park dedication is payable for each lot at the building permit stage based on 5% of the value of the lot as of the value of the land the day before building permit issuance as calculated by the Manager of Realty of the City of Burlington.
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) Prior to registration of the plan, the Owner shall agree to apply to Halton Region's Public Works Department to review any servicing concerns relating to the water and wastewater main systems and to obtain water and wastewater main (sanitary sewer) Services Permits and pay all necessary fees as required.
 - b) The Owner agrees to satisfy all the requirements (financial or otherwise) of the City of Burlington and the Region including, but not limited to, the phasing of the plan for registration, the provision of roads, watermains, wastewater mains, stormwater facilities and utilities, and entering into a Regional Agreement or Regional Subdivision Agreement, if required.
 - c) The Owner agrees that registration of all or part of this plan of subdivision may not take place until notification by Halton's Development Project Manager that the Region is satisfied that sufficient private servicing operations and maintenance practices are spelled out for longevity.
 - d) 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.
 - e) The Owner acknowledges that there may not be sufficient water or sanitary capacity to accommodate this development and that additional capacity may not be available within the term of this draft plan 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 the draft plan approval.
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.

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.

- b) The developer agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
 - c) 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.
 - d) 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.
 - e) 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 busses will not enter cul-de-sacs.

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.

- b) 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.
 - c) 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 potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
 - c) The Developer 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 Developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
 - d) The Developer shall provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations.
 - e) The Developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - A concrete pad(s) (consult Canada Post for detailed specifications)
 - Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)

13. 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.
14. All of the above conditions shall be satisfied within three years of the granting of draft approval, being July 16, 2021.

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. 46-2014, 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 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.