



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

Bloomfield Developments Inc.  
File: 510-01/19 (24T-19001/B)

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

1. This approval applies to the draft plan of subdivision prepared by Urban Solutions, consisting of eight residential lots, a public road and four blocks, last revised on September 2019 and signed by the Surveyor on September 26, 2019.
2. Sign the City's Subdivision Agreement and any other necessary agreement(s) in effect on the date of signing and the Owner shall acknowledge that he/she is aware of all the Standard Conditions of Approval contained in the City's Subdivision Agreement and the implications thereof.
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) Dedication of a variable width (14.0m to 15.59m) road allowance for Blue Water Place including a 15.0m radius (bulb).
    - ii) Block 4, dedication of a 5.0m wide Public Walkway/Shoreline Protection maintenance access
    - iii) Block 2, Window to the Lake Park dedication
    - iv) Block 1, dedication of Conservation Halton regulated hazard lands
    - v) Block 1 City of Burlington regulated Drainage Feature (lands below the stable top of bank and 7.5m setback) including the access to Avondale Court.
    - vi) Dedicate Block 3, overland flow route and stormwater infrastructure
    - vii) Conveyance of a min. 2.4m wide easement for inspection and if necessary maintenance of the Lot 7/8 rear yard catch basin and lead
    - viii) Conveyance of any blocks required for utility easement(s) adjacent to the Right of Way if deemed necessary.
    - ix) Conveyance of any easements over the subject property required for drainage, services and/or utilities, including easements required by Burlington Hydro, etc.
    - x) Conveyance of any easements over adjacent properties as required to accommodate services and/or overland flow swales;
  - b) Provide Legal confirmation that all existing easements within the lands of the proposed subdivision have been dismissed and/or new easements have been established and do not conflict with the proposed development plans.

- 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, 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.
- d) Submit a copy of the updated parcel register when survey plans are submitted for the preparation of the Subdivision Agreement.
- e) 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 Conservation and Parks 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.
- f) 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.
- g) 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 and groundwater levels, foundation drainage/sump system recommendations and stable top of slope).
- h) Agree to submit a Traffic Impact Study, for approval, and to implement the recommendations of the approved Traffic Impact Study.
- i) Agree to install temporary street name and stop signs on streets (if necessary) throughout the development prior to building permits being issued and maintain the signs until such time as the city has installed the permanent signs.
- j) Agree to verify the actual indoor and outdoor environmental sound levels on-site and provide certification by an Acoustical Engineer that the indoor and outdoor environmental sound levels satisfy the criteria of the MECP (NPC-300), including confirmation that residential air conditioners have been installed in accordance with NPC-216, prior to the release of related securities.
- k) Agree to remove any construction debris, refuse, and/or hazard trees within the City regulated drainage feature, prior to the lands being dedicated to the City.
- l) Agree to submit a Functional Servicing Report and Stormwater Management Report, for approval, and to implement the necessary stormwater management recommendations of the approved Functional Servicing Report and Stormwater Management Report. The Owner shall also agree to make any revisions to the draft plan necessary to implement the approved recommendations.
- m) Agree to submit an On-Street Parking Plan for each street indicating proposed driveway locations and on-street parking spaces, to ensure that sufficient area is provided for on-street parking at a minimum rate of 0.5 spaces per unit.

- n) 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 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.
- o) 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.
- p) Agree to ensure construction access, traffic and parking to the satisfaction of the Executive Director of Capital Works during all stages of construction and agree to pay for any required signage, barricades or other measures, as needed. Construction access shall be from Blue Water Place, there will be conditions associated with the use of this access, to be approved by the City of Burlington prior to construction, including but not limited to: OTM Book 7 traffic control, no trades parking or truck staging on Lakeshore Road, no mud tracking, control of dust, sidewalk on Lakeshore Road remains open, safe guard measures to avoid pedestrian conflicts, and any other requirements of City of Burlington, to be determined prior to servicing/grading works on site. Access for existing residents on Blue Water Place and Avondale Court to remain open at all times. A Construction Management Plan shall be submitted for approval and implementation.
- q) Agree to 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 blocks shall be deemed unsuitable for building until the above has been satisfied.
- r) Agree to submit an Erosion and Siltation Control Plan, for approval, and implementation during all phases of construction, including servicing and building construction.
- s) 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.
- t) Agree to pay for any alterations to existing utilities, pavement and services that may be necessary to accommodate the connection of Blue Water Place with adjacent lands and agree to make the necessary revisions to the Draft Plan.
- u) Agree to submit engineering drawings for approval.
- v) Agree to complete all construction works, including but not limited to grading, servicing, roads, sidewalks, lighting, driveway locations, drainage feature restoration, culvert replacement, etc., in accordance with the approved engineering drawings, stormwater management and geotechnical reports.
- w) Agree to provide street tree planting and landscaping to the satisfaction of the Manager of Urban Forestry or delegate.
- x) Agree to carry out a survey and undertake basic grading of the site for the window-to-the-lake and trail including construction of shoreline protection, as well as sodding/seeding, signage, bollards, fencing, etc. to the satisfaction of the City of Burlington and Conservation Halton.

- y) Agree to install all servicing and utilities (including hydro) throughout the development underground.
- z) Agree to pay for any alterations and/or restoration to utilities, pavement and services that may be necessary to accommodate this development.
- aa) Agree to pay all costs related to the extension of services through City of Burlington road allowances. The cost that the owner agrees to pay will include but not be limited to design, contract administration, construction, inspection, testing, sampling, contingencies, certification, as-constructed drawings, applicable taxes, Agreement fees, Legal fees and registration of Agreements including all applicable fees as required by the city of Burlington and the Owner's solicitor. The Owner agrees to pay all invoices from the city of Burlington within 30 days of receipt.
- bb) 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.
- cc) 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.
- dd) The Owner/Developer covenants and agrees to:
  - 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"):
    - i) All "Canadian carrier" telecommunications service providers (as defined in subsection 2(1) of the Telecommunications Act);
    - ii) 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, 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, 100mm 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) Acknowledges 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.
- ee) Agree that foundation drainage for all lots 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 100-year design storm will not result in any basement or foundation damage. Discharge to grade may be considered if discharge is directed to the rear of each lot and intercepted by a swale and associated catch basin system.
- ff) 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, maintenance access, drainage feature blocks, or the window to the lake block.
- gg) 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 situations in active subdivisions and provide the City with the contractor's 24 hour/7 days a week emergency contact phone number; additionally, the emergency contact phone number shall be clearly posted on site.
  - 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 many 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;
  - vii) Agree to install temporary perimeter post and wire fencing is to be installed for any drainage feature, open space or park block
  - viii) 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;

- ix) Agree that sidewalk installation, lot and boulevard grading/sodding will be completed within 9 months 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.
- hh) 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 behavior such as domestic pet control, no debris/dumping, no vegetation removal, etc.
- ii) Agree to make available to all purchasers a copy of the City of Burlington "Information Sheet for New Home Buyers."
- jj) Agree to display copies of the signed engineering drawings (including the "Utility Coordination Plan") in the sales office when they become available, for the information of purchasers.
- kk) Agree to display a copy of the approved draft plan and draft plan conditions in the sales office for the information of purchasers.
- ll) Agree to provide copies of the draft plan conditions for the review of purchasers, if requested.
- mm) 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 to purchase and sale and reservation agreements for all residential units, and included on title:

ALL LOTS AND BLOCKS:

- 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 due to limited on-street parking, the City of Burlington will not issue driveway curb cut widening permits."
- iii) "Purchasers/tenants are advised that a 1.5-meter concrete sidewalk will/may be constructed adjacent to the property line and that this will limit the parking space in front of the unit to one vehicle depth in the driveway between the garage and sidewalk."
- iv) "Purchasers/tenants are advised that the City of Burlington Parking By-Law limits on-street parking to five hours."
- v) "Purchasers/Tenants are advised that the location and installation of outdoor air conditioning device shall be done so as to comply with the noise criteria of Ministry of Environment Conservation and Parks Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property"
- vi) "Purchasers/tenants are advised that a drainage swale may exist across the rear or flankages 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 area without the prior approval of the City of Burlington."

- vii) "Purchasers/tenants are advised that Block 2 will contain recreational facilities for public use."
- viii) "Purchasers/Tenants are advised that the overland flow route from the Blue Water Place cul-de-sac to the drainage feature area (Block 3) has been vegetated to create a natural setting. Be advised that the City will not carry out routine maintenance such as grass and weed cutting"

LOTS 7 AND 8:

- i) "Purchasers are advised that a french-drain system/swale exists across the rear of the property and the drainage swale area as indicated on the approved engineering drawings is not to be altered or blocked in any way nor are any structures, sheds, pools, etc. (fencing excepted) to be erected within the french drain system / swale area without the prior approval of the City of Burlington."
- ii) "Purchasers are advised that during the subdivision process, a Geotechnical Engineer identified a stable top of slope at the rear of the property, development shall maintain a 4.5m setback from the rear lot line of Lot 7, i.e. no structures, sheds, pools, patios, decks, etc. (fencing excepted), existing vegetation shall be maintained. The stable top of slope shall be identified on the individual Plot Plan and on the subdivision drawings"
- iii) "Purchasers/Tenants are advised that a min. 2.4m wide inspection/maintenance easement exists over these properties for the private rear yard catch basin on Lot 8. The easement shall be maintained free and clear, fences excepted. The property owner of Lot 8 is responsible for the maintenance of the private rear yard catch basin; however, the City has the right to inspect and if in need of maintenance the City will maintain the catch basin and charge back the costs to the tax account of the Owner of Lot 8."

LOTS 3, 4, AND 5:

- i) "Purchasers/Tenants are advised that the lots abut municipal property (window to the lake park) a 1.2m tall decorative black iron fence has been installed at time of construction and shall be maintained by the property owner(s) in the future."
- ii) "Purchasers/Tenants are advised that the open space/park will be used for general active and passive public recreation and leisure uses."
- iii) "Purchasers/tenants are advised that the public walkway and window to the lake park will not be provided with exterior lighting, the walkway/park will be provided signage advising the public that it is closed at dusk."

LOT 4 AND 5:

- i) "Purchasers/Tenants are advised that the Lots abut a public walkway/maintenance access"
- ii) "Purchasers/Tenants are advised that the lots abut municipal property (5.0m wide maintenance access/public walkway) a 1.8m tall decorative black iron fence has been installed at time of construction and shall be maintained by the property owner(s) in the future. No (private) gates onto Block 4 (maintenance access/public walkway) shall be permitted."

## LOTS 5 AND 6:

- i) "Purchasers/Tenants are advised that the open space/drainage feature area (Block 1) has been vegetated to create a natural setting. Be advised that the City will not carry out routine maintenance such as grass and weed cutting"
  - ii) "Purchasers/Tenants are advised that the lots abut municipal property (Block 1 - open space/drainage feature) a 1.8m tall decorative black iron fence has been installed at time of construction and shall be maintained by the property owner in the future. No gates onto public lands (Block 1 - drainage feature/open space) shall be permitted."
- nn) Agree to provide storm sewer videos, and mandrel (on storm pvc sewers) inspection as per the current City standard.
- oo) 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, lighting, etc.), have been constructed in conformance to the City standards and in accordance with the approved engineering drawings.
- pp) Agree to provide certification from an Acoustical Engineer that residential air conditioners have been installed in accordance with NPC-216
- qq) The owner agrees to construct top of foundation walls adjacent to overland flow routes a minimum 500mm above the 100-year storm elevation, or as per the recommendations in the approved stormwater management plan and further agrees that no openings in the foundations are allowed along the overland flow route.
- rr) Agree to pay for all costs associated with street lighting, winter control and spring clean up for un-assumed roads
- ss) Agree to install decorative street lighting on Blue Water Place in accordance with the City of Burlington Street Lighting Standards.
- tt) Agree to provide lot widths and areas schedule, calculated by an Ontario Land Surveyor.
- uu) Owner agrees to construct remedial works for the existing culvert crossing the drainage feature (upsize culvert to accommodate drainage area) and drainage feature bank erosion protection (replace failing gabion baskets with armourstone), trees, plantings, etc. to the satisfaction of the Executive Director of Capital Works
- vv) Owner agrees to erect standard City Warning signs for the drainage feature/overland flow route.
- ww) Owner agrees to obtain MECP Environmental Compliance Approval for municipal servicing of Blue Water Place.
- xx) Agree to construct a 1.5m concrete sidewalk from Lakeshore Road to meet the public walkway on Block 3
4. The Owner shall complete the following to the satisfaction of the Director of Roads Parks and Forestry and Executive Director of Capital Works of the City of Burlington:
- a) Agree to provide written consent from neighbouring property owners of trees proposed to be removed.
  - b) Agree to provide a letter of retention from a consulting arborist confirming that the preservation and mitigative measures identified in the approved Tree Inventory and



Preservation Plan are employed on site during construction when any work is performed within the minimum tree protection zones of existing trees being retained.

- c) Agree to inform neighbouring property owners of tree protection and mitigation measures being employed to protect trees being affected by proposed construction along Bluewater Place once the Tree Inventory and Preservation Plan is approved.
- d) 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.
- e) 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.
- f) Agree to submit for approval landscaping plans for street tree planting within the municipal right of way.
- g) Agree to provide street tree planting and landscaping to the satisfaction of the Manager of Urban Forestry or delegate. Enhanced street tree planting where required as outlined in the Urban Design Guidelines to the satisfaction of the Manager of Urban Forestry or delegate may be required;
- h) Agree to implement the recommendations of the approved Tree Inventory and Preservation Study and submit for approval a tree preservation plan in conjunction with the engineering lot grading and streetscaping plans. The tree 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.
- i) 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.
- j) 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.
- k) Cause all municipally owned walkways to be fenced (1.8m tall decorative black iron fence) to the satisfaction of the Executive Director of Capital Works
- l) The owner agrees to construct (and pay for) the municipally owned Block 4 public walkway/maintenance access, including, a 1.8m wide concrete sidewalk, signage, sod, 1.8m tall black iron decorative fence, etc.
- m) The owner agrees to install 1.8m tall black iron decorative fence between the rear of Lots (5 & 6) and the drainage feature (Block 1).
- n) The owner agrees to install 1.2m tall black iron decorative fence between the (south) rear of Lots 3, 4 & 5 and Block 2.
- o) The owner agrees to install a 1.8m tall wood privacy fence along the rear (east) property line of Lots 1, 2 & 3.
- p) The owner agrees to install a 1.8m tall black iron decorative fence along the flankages of Block 3 (overland flow route) and at the north end of Block 1, limits to be verified.

- q) The owner agrees to install a gate at the overland flow route (at the bulb) and a gate at the Avondale Court drainage feature culvert, to the satisfaction of the Executive Director of Capital Works.
  - r) The owner agrees to pay for and construct shoreline protection works (to the satisfaction of Conservation Halton and the City of Burlington), including but not limited to: plantings, topsoil, seed, sod, bollards and chain at the top of slope, etc.
  - s) The Owner agrees to implement, and if necessary secure certain works or requirements within an appropriate agreement to be registered on title, the requirements described in Section 23.7 of the *Endangered Species Act, 2007* (Ontario Regulation 242/08) with respect to the removal or harm to existing species at risk on the subject lands, to the satisfaction of the City of Burlington, Conservation Halton, and the Region of Halton.
  - t) Provide written confirmation from a Certified Arborist and Butternut Health Assessor that the final plans (e.g. Landscape Plan, Grading Plan, Servicing Plans, Tree Inventory and Preservation Plan, etc.) meet the Ministry of Environment, Conservation and Parks requirements regarding preservation and compensation planting for the Butternut trees.
5. The Owner shall complete the following to the satisfaction of the Executive Director of Capital Works of the City of Burlington and Burlington Hydro Incorporated:
- a) Agree to satisfy all the conditions and requirements, financial or otherwise, of Burlington Hydro Incorporated;
  - b) Sign Burlington Hydro Incorporated's subdivision agreement and any other agreements required by Burlington Hydro Incorporated; and,
  - c) Provide the Executive Director of Capital Works with a clearance letter from Burlington Hydro Incorporated when its requirements have been met.
6. The Owner shall complete the following to the satisfaction of the Executive Director of Capital Works of the City of Burlington:
- a) Prepare and implement a report, prior to site alteration, outlining erosion and siltation control measures required prior to and during the construction of the subdivision, to the satisfaction of the City of Burlington. Furthermore, that the owner submits monthly sediment and erosion control reports during construction.
  - b) Prepare and implement a detailed report on stormwater management, prior to site alteration.
  - c) Design, construct and have in operation all necessary on-site and off-site flood control structures, prior to issuance of any building permits or registration.
  - d) Submit for review a Phase Two Environmental Site Assessment to the satisfaction of the City of Burlington. Depending on the results of the Phase Two ESA, further environmental investigation may be required, up to and possibly including a Record of Site Condition. A peer review of the environmental reports may be required, and if so, would be at the cost of the property owner/developer.
  - e) Pay for and submit a peer review of the City Ditch Hydraulic Analysis report to the satisfaction of the City and any other vested department/agency. The peer review shall be conducted by a qualified specialist (as recommended by the Geotechnical Engineer, Terraprobe) and analyze the details/scope of work of the modifications/remedial works on the City-regulated drainage feature. Once the proposed works are confirmed as satisfactory to the City of Burlington and written confirmation from the Owner agreeing to

- construct and pay all costs associated with the drainage feature remediation works, including replacement/up-sizing of the existing culvert, erosion control within the drainage feature, restoration of access driveway from Avondale Court, posting any required securities, etc. this condition could be cleared. In addition, any works within the Butternut protection zone would need to be confirmed acceptable by the governing agency.
- f) Provide an updated Tree Inventory and Preservation Plan (includes report and associated plans), updated in conjunction with the approved updated engineering and landscaping drawings, and agree to implement the recommendations of the approved Tree Inventory and Preservation Plan to the satisfaction of the City of Burlington, prior to site alteration. 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.
7. The Owner shall complete the following to the satisfaction of the Director of Community Planning of the City of Burlington:
- a) Provide the final plan and a list of lot and block widths and areas prepared by an Ontario Land Surveyor, to ensure all blocks conform to Zoning by-law 2020, as amended;
  - b) Prior to final approval, pay any outstanding City staff processing costs incurred to that date in the processing of the application;
  - c) Prior to final approval, pay the City's per unit registration processing fee; and
  - d) Prior to the issuance of draft approval, provide proposed street names for all streets in the plan.
8. Complete the following to the satisfaction of the Manager of Parks and Open Spaces and Manager of Realty Services of the City of Burlington:
- a) The Developer agrees to convey Block 2 to satisfy the park dedication requirements for the plan. It is understood and agreed that if the size of Block 2 is larger than the park dedication required by the Planning Act, the Developer will be compensated for the overdedication in a manner that is satisfactory to the City, and to be determined prior to registration of the plan of subdivision.
  - b) Agree to provide a "Parkland Site Disturbance" security to ensure any necessary parkland rehabilitation is undertaken prior to the City commencing parkland development.
9. The Owner agrees that should the development be phased, the Owner shall submit a phasing plan prior to final approval of the first phase. The phasing plan will indicate the sequence of development, the land area in hectares, the number of lots and blocks for each phase and 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 be reflected in all engineering reports
9. 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.
10. 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 Halton Region. Prior to the registration of any portion of draft plan of subdivision

24T-19001/B and prior to any servicing or grading of the site, the Phase 1 ESA prepared for the subject lands shall be revised to the satisfaction of Halton Region. The report shall also be prepared and certified by a qualified person as defined in Ontario Regulation 153/04 and indicate 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 One and Two Environmental Site Assessments (as are prepared) and remediation reports etc. (as necessary) to the Halton Region for their review. The author of the environmental reports and Record of Site Condition (if secured) must also extend third party reliance to Halton Region.

11. The Owner agrees to implement, and if necessary secure certain works or requirements within an appropriate agreement to be registered on title, the requirements described in Section 23.7 of the *Endangered Species Act, 2007* (Ontario Regulation 242/08) with respect to the removal or harm to existing species as risk on the subject lands to the satisfaction of the City of Burlington, Conservation Halton, and the Region of Halton.
12. The Owner shall agree by entering into a subdivision agreement(s), to satisfy all 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 water mains, wastewater mains, drainage works, stormwater facilities and utilities. This agreement is to be registered on title to the lands.
13. That 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.
14. The Owner agrees that 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.
15. The Owner agrees that 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.
16. The Owner agrees to provide the Region with "as constructed" drawings of the water and wastewater services, certified by a professional engineer, before commissioning of the services takes place.
17. 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.
18. 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 Wastewater Plant capacity exists to accommodate this development.

19. 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.
20. The owner acknowledges that there may not be sufficient 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 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.
21. 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.
22. The Owner shall decommission all the private water wells and septic systems that are located within the property to Municipal and Provincial Standards, and shall provide a copy of the decommissioning reports to the Region.
23. The Owner acknowledges that while their Functional Servicing & Stormwater Management Report, The Odan/Detech Group Inc., March 2019 has been prepared in support of the subdivision application, some aspects of the report are general in nature and can only be finalized at the detail design stage when the consultant's servicing design has been drafted by them and reviewed by the Region against the Region's most current servicing standards, policies and guidelines, that are in effect at the time of future development of the subdivision, and the lots and the future blocks.
24. 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.
25. The Owner must work cooperatively with the City of Burlington, Region of Halton and the existing neighbours that front onto the east/west portion of Blue Water Place so that any servicing interruptions can be minimized, and so that the servicing of the east/west portion of Blue Water Place can try to be accommodated at the time of construction, with the appropriate private financing arrangement being finalized and put into place well ahead of construction. The Region acknowledges that these works should be minimal in respect to the developer's works.
26. The Owner shall complete the following to the satisfaction of Conservation Halton:
  - a) That this draft plan of subdivision be subject to red-line revision(s) in order to meet the requirements of Conservation Halton's conditions (listed below), if necessary, to the satisfaction of Conservation Halton, Region of Halton and the City of Burlington.

- b) That prior to marketing and sale of Lots 3, 4, 5 and 6, the Owner provides a Shoreline Protection Works design concept that is confirmed to meet current standards to the satisfaction of Conservation Halton and the City of Burlington, including peer reviewers.
- c) Conditions to be met prior to Pre-grading and Servicing:
- i. The Owner shall submit to the City of Burlington and Conservation Halton engineering designs and supporting reports of the Shoreline Protection Works and construction / maintenance access, which shall be stamped by a professional engineer. These designs are to be prepared in accordance with current standards, to the satisfaction of the City of Burlington and Conservation Halton.
  - ii. That the Owner prepares and implements a Tree Preservation Plan, as per Conservation Halton's Landscaping and Tree Preservation Plan Guidelines to the satisfaction of Conservation Halton and the City of Burlington.
  - iii. That the Owner submits grading plans for all lots and blocks that back onto and including Blocks 1 and 2 to the satisfaction of Conservation Halton and the City of Burlington.
  - iv. That the Owner prepares and implements a report outlining erosion and siltation controls measures required prior to and during the construction of the subdivision and shoreline protection works to the satisfaction of Conservation Halton and the City of Burlington. A separate sediment and erosion control plan will be required for the following three phases of construction: a) earthworks b) servicing c) home construction.
  - v. That the Owner erects a suitable temporary barrier to work fence prior to and during construction or regrading along the rear of lots adjacent to Blocks 1 and 2.
  - vi. That the Owner obtains a Permit from Conservation Halton, pursuant to Ontario Regulation 162/06, for any development or site alteration within the regulated area including, but not limited to, placement or excavation of fill, grading, stormwater outfalls, shoreline protection works associated with pre-grading or pre-servicing.
  - vii. That the Owner prepares and implements a Soil Management Plan (to be used for sites generating soil/fill material) and/or a Fill Management Plan (to be used for sites receiving fill material) in accordance with the document 'Management of Excess Soil – A Guide for Best Management Practices' as prepared by the Ministry of the Environment, dated January 2014, and post securities with the City of Burlington to ensure effective implementation of the plan.
  - viii. That the Owner submit the topographic survey, concept plan and drawings that accurately delineate the Erosion Hazard (30m Erosion Allowance + Stable Slope Allowance), the EDS (20m Erosion Allowance + Stable Slope Allowance), Conservation Halton Regulation Limit (5m landward of the Erosion Hazard) and the permanent, minimum 5m unobstructed access to and along the shoreline. The plans and reports must also remove reference to the drainage feature, its slope and associated setback as being regulated by Conservation Halton.

- ix. The Owner agrees to implement and, if necessary, secure certain works or requirements within an appropriate agreement to be registered on title, the requirements described in Section 23.7 of the Endangered Species Act, 2007 (Ontario Regulation 242/08) with respect to the removal or harm to existing species at risk on the subject lands, to the satisfaction of the City of Burlington, Conservation Halton, and the Region of Halton.

d) Conditions to be met prior to Final Approval and Registration:

- i. That the Owner obtains Permits pursuant to Ontario Regulation 162/06 for all development within the regulated area, and designs, constructs and stabilizes all shoreline protection works to the satisfaction of Conservation Halton and the City of Burlington.
- ii. That the Owner finalizes and submits a Functional Servicing Report and Stormwater Management Plan to the satisfaction of Conservation Halton and the City of Burlington.
- iii. That the Owner designs, constructs, stabilizes and has in operation all stormwater management facilities and stormwater outfalls or appropriate alternative measures, in accordance with the approved Stormwater Management Plan. The Owner agrees to plant all vegetation (which is not required for stabilization) within 12 months of draft plan registration as per the approved landscape drawings.
- iv. That the Owner agrees to phase the development of the subject lands to the satisfaction of Conservation Halton and the City of Burlington.
- v. That the Owner prepares and implements, at no cost to the City of Burlington or Conservation Halton, a landscape restoration and enhancement plan to the satisfaction of the City of Burlington and Conservation Halton in accordance with Conservation Halton Landscaping Guidelines. The Owner shall be entirely responsible for the implementation of these features including all financial costs.
- vi. That the Owner provides as-built drawings for the shoreline protection works, prepared by the design engineer and provided to Conservation Halton and the City of Burlington within 2 months of completion of the works and prior to registration.
- vii. That the Owner provides full scale hard copies, and digital copies of all approved natural hazard and setback delineations (e.g., shoreline erosion hazards, Engineered Development Setback) to Conservation Halton, prior to registration of the plan in AutoCAD 2012 or later version.
- viii. Surveys undertaken to delineate any hazard shall be provided to Conservation Halton in the following mapping coordinate system: UTM Zone 17 NAD 83 datum. Surveys referencing elevations shall be referenced to appropriate vertical benchmarks. The datum must be specified as one of Canadian Geodetic Vertical Datum of 1928 (CGVD28) with 1978 adjustment, or Canadian Geodetic Vertical Datum of 2013 (CGVD2013). Submissions of surveys tied to Canadian Geodetic Vertical Datum of 1928 (CGVD28) - without 1978 adjustment-may be acceptable for works within the City of Burlington but

are subject to the approval of Conservation Halton Engineering. Vertical datums must be clearly identified in the survey documentation. Questions can be directed to Conservation Halton GIS staff.

- ix. That the Owner confirms that a minimum 5 metre unobstructed access to and along the shoreline is provided through lots/blocks to be owned by the City of Burlington, to the satisfaction of the City of Burlington and Conservation Halton.
  - x. That the development envelope on Lots 3, 4, 5, and 6 be confirmed and modified if necessary, in accordance with Conservation Halton Policy, based on as-built conditions of the shoreline protection works and associated shoreline erosion hazards.
  - xi. Conservation Halton and the City of Burlington reserve the right to have any of the detailed reports and drawings associated with Shoreline Protections Works peer reviewed by an appropriate third-party professional at the Owner's expense, subsequent to draft approval. The Owner shall make payment for all peer review costs incurred by Conservation Halton prior to the Registration of this plan.
  - xii. That the Owner pays any outstanding review fees to Conservation Halton, if it is determined that a balance is outstanding. Conservation Halton reserves the right to adjust the fees owing based on the current plan review schedule, if time has lapsed since the initial application.
  - xiii. That the Owner submits 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. If the development is phased, each phase will require a separate clearance fee.
- e) Conditions to be Inserted into the Subdivision Agreement:
- i. The Owner agrees that they are responsible, at their sole expense, for securing all necessary approvals as required from the Federal Department of Fisheries and Oceans ("DFO") or the Ministry of Natural Resources and Forestry (MNRF), as necessary, for the purpose of constructing shoreline protection works and construction / maintenance access in accordance with the design as approved by the City of Burlington and Conservation Halton.
  - ii. That the Owner agrees to install a 1.2 metre high black vinyl coated chain link fence, or equivalent barrier as approved by the City of Burlington, along the common boundary line, setback 0.15 metres on City of Burlington property, between the Blocks 1 and 2 and Lots 3, 4, 5, and 6.
  - iii. That the Owner agrees that native non-invasive species shall be planted in accordance with Conservation Halton Landscaping Guidelines for all lands within Conservation Halton's regulated area.
  - iv. That the Owner agrees that existing native vegetation, including trees and shrubs, along the shoreline shall be retained to the extent possible, and be naturalized back to the existing state or enhanced in accordance with Conservation Halton's Landscaping and Tree Preservation Guidelines following construction of shoreline protection works, to the satisfaction of Conservation Halton.



- v. That the Owner agrees to submit monthly (or after significant rainfall equal or greater than 10mm or snowmelt events) sediment and erosion control reports during construction to the satisfaction of Conservation Halton and the City of Burlington.
  - vi. That the Owner agrees that any exposed soil within the shoreline erosion hazard, as a result of construction of shoreline protection works or rehabilitation works, will be seeded or otherwise stabilized within 24 hours of exposure to minimize the transport of sediment downstream.
  - vii. That the Owner ensures that there are no in-water works undertaken during the fisheries window as defined by the Ministry of Natural Resources and Forestry (MNRF) and Conservation Halton.
  - viii. That the Owner agrees that no fill from the site may be dumped on or off-site in an area regulated by a Conservation Authority without the prior written permission of the appropriate Conservation Authority.
  - ix. That the Owner agrees to not stockpile fill within Blocks 1 and 2 and Lots 3, 4, 5, and 6 without prior written approval from Conservation Halton.
  - x. That the Owner agrees to post acceptable securities with the City of Burlington as part of the subdivision agreement, for the purpose of ensuring the construction and completion, of all works identified on the approved plans including the rehabilitation of any buffer block or shoreline protection block to the satisfaction of Conservation Halton and the City of Burlington which may be disturbed during the development of the subdivision.
- f) Warning Clauses:
- i. That the Owner agrees to include in the offers of purchase and sale to the homeowners for lots 3, 4, 5 and 6 adjacent to the Block 1 and 2, a statement which advises that their property is partially regulated by Conservation Halton and that development on site will be required to adhere to Conservation Halton Policies and may require a Conservation Halton Permit.
27. 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 the schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area 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 Student Transportation Services. 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 sends a letter to all purchasers which include the above statements.
- c) 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 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.
- d) That the Owner shall supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that pupils may be direct 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) That the Owner take responsibility for all required signage on the various blocks which are part of this plan of subdivision and further, that in the event that the City installs any signs on the Owner's behalf, the Owner agrees to reimburse the City for the supply, erection, and relocation of appropriate signs which depict land uses and other information on the subject and adjacent lands including notices relating to the bussing of children until the school sites are available and developed, that portables and/or portapaks may be required for student accommodation and that construction of a school is not guaranteed.
- f) That a copy of the approved sidewalk plan, prepared to the satisfaction of the City of Burlington be submitted to the Halton District School Board.
- g) The Owner shall provide 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 memo outlining the changes.

29. 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 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 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.
- 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) That the owner agrees in the subdivision agreement 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 bussing 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.

- d) 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.
  - e) 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.
  - f) The Owner shall provide 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 memo outlining the changes.
30. The owner shall complete the following to the satisfaction of Bell Canada:
- a) The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easement that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
31. The Owner shall complete the following to the satisfaction of Union Gas:
- a) That the owner/developer provide to Union the necessary easements and/or agreements required by Union for the provision of gas services for this project, in a form satisfactory to Enbridge.
32. Prior to signing the final plan, the Director of Community Planning shall be advised by the Executive Director of Capital Works of the City of Burlington that Conditions 3 to 6 inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
33. Prior to signing the final plan, the Director of Community Planning shall be advised by the Manager of Parks and Open Spaces and Manager of Realty Services of the City of Burlington that Condition 8 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
34. Prior to signing the final plan, the Director of Community Planning shall be advised by the Region of Halton that Conditions 9 to 26 inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
35. Prior to the signing the final plan the Director of Community Planning shall be advised by Conservation Halton that conditions 27a) to f) inclusive have been carried out to their satisfaction in a brief but complete statement detailing how each condition has been satisfied.
36. Prior to signing the final plan, the Director of Community Planning shall be advised by the Halton District School Board that Conditions 28a) to 28g) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

37. Prior to signing the final plan, the Director of City Building shall be advised by the Halton Catholic District School Board that Conditions 29a) to 29f) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
38. Prior to signing the final plan, the Director of City Building shall be advised by Bell Canada that Condition 30 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
39. Prior to signing the final plan, the Director of City Building shall be advised by Union Gas that Condition 31 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
44. All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being \_\_\_\_\_.

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Jamie Tellier  
Interim Director of Community Planning

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Date

**If there are no appeals, Draft Approval is deemed to have been made on**

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NOTES:

- a) 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.
- b) The owner, its successors and assigns, is hereby notified that City development charges may be payable in accordance with the applicable City Development Charges By-Law prior to the issuance of a building permit at the rate in effect on the date issued.
- c) Should deeply buried archaeological materials be found on the property during any of the above development activities the Ministry of Culture (MCL) should be notified immediately (416.314.7143). In the event that human remains are encountered during construction, the proponent should immediately contact both MCL and the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ministry of Small Business and Consumer Services (416.326.8392).
- d) The Owner will be required to pay all applicable Regional development charges in accordance with the Region of Halton Development Charges By-law(s), as amended. If a subdivision (or other form of development) agreement is required, the water, wastewater and road portions of the Regional development charges for residential units are payable

upon execution of the agreement or in accordance with the terms and conditions set out in the agreement. In addition, commencing January 1, 2017 every owner of land located in Halton Region intended for residential development will be subject to the Front-ending Recovery payment. Residential developments on lands located in Halton Region that prior to January 1, 2017 are part of a Regional allocation program, or have an executed Regional/Local Subdivision or consent agreement, or have an executed site plan agreement with the Local Municipality, or received a notice in writing from the Local Municipality that all requirements under the Planning Act have been met, or obtained a building permit are not subject to the Front-ending Recovery Payment.

The above note is for information purposes only. All residential development applicants and every owner of land located in Halton Region assumes all of the responsibilities and risks related to the use of the information provided herein. Please visit the Region's website to obtain the most current information on Development Charges and Front-ending Recovery Payment, which is subject to change.

- e) 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.
- f) 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
- g) Shoreline Protection Works will be subject to peer review through the subdivision review process and Conservation Halton's Ontario Regulation 162/06 permitting process. The Owner is responsible, at their sole expense, for all costs associated with the design, including amendments.
- h) It is the responsibility of the Owner to obtain the written approval of the Ministry of Natural Resources and Forestry (MNRF) for any work within significant habitat of endangered and threatened species, as per the Endangered Species Act, where necessary.
- i) It is the responsibility of the Owner to ensure that any vegetation removal takes place outside of the nesting season, pursuant to the Migratory Bird Convention Act, where necessary.
- j) Conservation Halton recommends that the Owner prepares and implements a Soil Management Plan in accordance with the document 'Preserving and Restoring Healthy Soils: Best Practises for Urban Construction' as prepared by the Toronto Region Conservation Authority, dated June 2012, and post securities with the City of Burlington to ensure the effective implementation of the plan. However, this is a recommendation
- k) An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 – Proximity – of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be

posted on the wood poles supporting the conductors stating “**DANGER – Overhead Electrical Wires**” in all locations where personnel and construction vehicles might come in close proximity to the conductors.