



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

BLOOMFIELD HOMES
FILE: 510-01/18 (24T-18001/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 Weston Consulting, last revised August 19, 2019, consisting of 4 lots and 3 blocks.
2. Prior to final approval, the owner shall sign the City of Burlington'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 draft approval; and acknowledge the implications of the standard conditions contained in the City's Standard Subdivision Agreement, failing which, the draft approval shall lapse.
3. The owner shall complete the following to the satisfaction of the Director of Capital Works of the City of Burlington:
 - a) Dedicate to the City free of charge the following:
 - i) a 14-meter road allowance for Georgina Court with a 14.5m radius (bulb), with 11.0m of asphalt;
 - ii) Block 6, Public Walkway/Overland Flow Route;
 - iii) any easements over the subject property required for drainage, services and/or utilities, including easements required by Burlington Hydro, etc.; and
 - iv) 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 discharged and/or new easement 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.

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- e) Agree that Lots 2 and 3, all inclusive, shall contain the necessary rights of way or mutual easement agreements for access and repair and maintenance of the existing noise barrier on 2000 Quinte Street, where applicable, situated within the rear of these lots for each of the property owners.
- f) Pay for the cost of lifting existing 0.3m reserves as may be required.
- g) 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 to provide confirmation of settlement with the Group.
- h) 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 complete 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.
- i) 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.
- j) 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 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.
- k) Submit a Geotechnical Study, for approval, and agree 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).
- l) Submit an Environmental Noise and Vibration Study, for approval, which addresses the impact of noise and/or vibration generated from Upper Middle Road and any other noise sources.
- m) Implement the recommended noise and vibration controls in the approved study at no cost to the City. Provide any necessary warning clauses in all offers of purchase and sale for the appropriate lots and blocks, and register the warning clauses on title for the benefit of future owners. All affected lots shall be deemed unsuitable for building until the above has been satisfied. Make any changes to

the draft plan to accommodate the approved recommendations. Provide necessary securities to ensure completion of all recommended noise mitigation features.

- n) Agree to make provisions in all Offers, Leases and Reservations Agreements inserting the necessary environmental noise and vibration warning clauses of the approved Environmental Noise and Vibration Study. The warning clauses shall also be registered on title.
- 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 MECP prior to the release of the related securities.
- q) Submit for approval a Functional Servicing Report and Stormwater Management Report, and make any necessary revisions to the draft plan to implement the approved stormwater management recommendations.
- r) Agree to implement the necessary stormwater management recommendations of the approved Functional Servicing Report and Stormwater Management Report
- s) Submit an On-Street Parking Plan for each street indicating proposed driveway locations and on-street parking spaces, in order to ensure that sufficient area is provided for on-street parking at a minimum rate of 0.5 spaces per unit.
- t) Agree to ensure construction access, traffic and parking to the satisfaction of the 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 Upper Middle Road, there will be conditions associated with the use of this access, to be approved by the Region of Halton prior to construction, including but not limited to: OTM Book 7 traffic control, no trades parking or truck staging on Upper Middle Road, no mud tracking, control of dust, sidewalk on Upper Middle remains open, safe guard measures to avoid pedestrian conflicts, and any other requirements of Halton Region, to be determined prior to servicing/grading works on site.
- u) 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.

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- v) Agree to submit an Erosion and Siltation Control Plan, for approval, and implementation during all phases of construction, including servicing and building construction.
- w) 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.
- x) Agree to pay for any alterations to existing utilities, pavement and services that may be necessary to accommodate the connection of Georgina Court with adjacent lands and agree to make the necessary revisions to the Draft Plan.
- y) Agree to submit engineering drawings for approval.
- z) 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.
- aa) Agree to obtain Ministry of Environment, Conservation & Parks (MECP) Environmental Compliance Approval for the extension of municipal servicing on Georgina Court.
- bb) Agree to provide storm sewer video, and mandrel (on storm pvc sewers) inspection as per the current City standard.
- cc) 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 above ground services (i.e. roads, sidewalks, boulevards, etc.), have been constructed in conformance to the City standards and in accordance with the approved engineering drawings.
- dd) Agree to install all servicing and utilities (including hydro) throughout the development underground.
- ee) Agree to pay for any alterations and/or restoration to utilities, pavement and services that may be necessary to accommodate this development.
- ff) Agree to pay all costs related to the extension of services through the 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.
- gg) 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.

- hh) Prior to servicing of the plan, the Owner agrees to inform the City which telecommunications and electrical utilities will be installing which services in the subdivision. Once identified, these telecommunications and electrical utilities shall confirm in writing with the City that their requirements have been satisfied.
- ii) The Developer covenants and agrees 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"):
 - 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 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, 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) 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.

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- jj) Agree that foundation drainage for all lots and blocks 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. For Lots 1 to 3 (inclusive) and the north row of townhomes in Block 5, discharge at grade will not be permitted unless discharge is directed to the rear of each lot/block and intercepted by a swale.
- kk) 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, including the garden wall between Block 5 laneway/parking and the municipal stormwater management facility.
- ll) Agree to install temporary street name and stop signs on streets throughout the development prior to building permits being issued, and maintain the signs until such time as the permanent signs have been installed by the City.
- mm) Agree to comply with the City Policy in effect at the time of subdivision registration with respect to "Site Conditions in Subdivisions":
- nn) 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;
- oo) 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.
- pp) Agree to install "Illegal Dumping Prohibited" signs at all blocks intended for future development;
- qq) 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;
- rr) 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;
- ss) 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.
- tt) Agree to provide an overall phasing schedule identifying proposed house construction (start dates/occupation dates), tentative grading, sodding and tree

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planting schedules in accordance with the City's grading and sodding policy and schedule;

- uu) 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.
 - vv) 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, including servicing and building construction, to the satisfaction of the City of Burlington. Furthermore, that the owner submits monthly sediment and erosion control reports during construction.
 - ww) Prepare and implement a detailed report on stormwater management, prior to site alteration.
 - xx) 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.
 - yy) Agree that Block 5 will be subject to a Site Plan application process prior to development of the block. As part of the Site Plan process, a stormwater management plan and detailed noise study will be required, in addition to other typical requirements such as but not limited to grading/drainage/servicing plans, lighting plans, driveway access location, etc. Specific requirements shall be determined at the site plan stage.
 - zz) Agree to install a minimum 1.2 m tall block/brick garden wall with additional 0.6 m decorative metal topping located 0.3 m inside the property boundary of Block 5 abutting the City's storm water management facility to the west. The developer will tie the chain link fence adjacent to the existing storm water facility into the block/brick garden wall. No gates or openings into the existing storm water facility will be permitted.
 - aaa) Agree that the disposition of snow from the development is prohibited onto the City's existing storm water facility located to the west of Block 5.
 - bbb) Agree to construct a 1.5m concrete sidewalk around the Georgina Court Bulb/Extension.
4. The Owner shall complete the following to the satisfaction of the Director of Capital Works of the City of Burlington and Burlington Hydro Incorporated (BHI):
- a) Agree to extend the 16kV primary line from Rome Cres. along Georgina Court and into the new development and to maintain the loop system. Provision for extending services into the new development has been provided via additional ducts installed within the original development. The Developer is responsible to prove these ducts are clear. In the event the ducts cannot be used, the Developer is responsible to install new ducts as required.

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- b) Meet with BHI to discuss the “Offer to Connect” option and the “Alternate Bid” option. Should the Developer choose the alternate bid option, agree that the hydro servicing infrastructure for the site will be supplied and installed by the Developer in accordance with BHI approved standards and specifications for Townhouse and Subdivision developments, and inspected by Burlington Hydro.
 - c) Agree to submit approved design electrical and civil plans for BHI’s review and approval prior to construction.
 - d) Agree that all materials installed by the Developer must be approved by BHI prior to the Developer’s contractor’s procurement of the materials.
 - e) Agree that the Developer shall incur all costs associated with site servicing and perimeter adjustments and modifications to existing assets as a result of this development in accordance with BHI’s conditions of service.
 - f) Agree that transformer locations are to be approved by BHI at the design stage. The Developer shall provide details of the clearance between the transformer and the property line as well as details of the proposed fencing or barriers for final approval.
 - g) Agree to meet with BHI as early as possible to determine the acceptable meter locations for the townhouse portion prior to finalizing the architectural drawing, and agree that meter bases and riser conduits must be surface mounted for easy access.
 - h) Agree that the secondary service duct and cable shall not run under or within any part of the house structure including porches.
 - i) Agree to register an easement in favour of BHI prior to energization of the site.
 - j) Agree to satisfy all of the conditions and requirements, financial or otherwise, of Burlington Hydro Incorporated.
 - k) Sign Burlington Hydro Incorporated’s subdivision agreement and any other agreements required by Burlington Hydro Incorporated.
 - l) Provide the Director of Capital Works with a clearance letter from Burlington Hydro Incorporated when its requirements have been met.
5. Complete the following to the satisfaction of the Director of Capital Works of the City of Burlington and Burlington Transit:
- a) Pay for and install concrete measuring approximately 2m x 4.5m within the existing bus stop waiting area on the north side of Upper Middle Road, west of Quinte Street, to the specifications and satisfaction of Burlington Transit. Burlington Transit holds the right to review and approve the concrete works following installation.

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- b) Provide the Director of Capital Works with a clearance letter from Burlington Transit when its requirements have been met.
6. The Owner shall complete the following to the satisfaction of the Director of Capital Works, and Director of Roads, Parks & Forestry Departments of the City of Burlington:
- a) 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.
 - b) 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 (\$5,000,000 minimum) must also be provided prior to issuance of the Public Tree Permit.
 - c) 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 Manager of Urban Forestry or delegate.
 - 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 provide street tree planting and landscaping to the satisfaction of the Manager of Urban Forestry or delegate. Enhanced street tree planting, as outlined in the Urban Design Guidelines to the satisfaction of the Manager of Urban Forestry or delegate, may be required.
 - g) 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.
 - h) 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.
 - i) 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.

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- j) Cause all municipally owned walkways to be fenced to the satisfaction of the Director of Capital Works.
 - k) The owner agrees to construct (and pay for) the municipally owned Block 6 overland flow route/public walkway, including, a 1.8m wide concrete sidewalk, lighting, any required retaining walls, grading, sod, etc.
 - l) The owner agrees to construct top of foundation walls adjacent to overland flow routes a minimum 500mm above the 100-year storm elevation, and further agrees that all openings to the dwellings along the overland flow route will be a minimum 500mm above the 100-year storm elevation or as per the recommendations in the approved stormwater management plan.
 - m) Agree to pay for all costs associated with street lighting, winter control and spring clean up for un-assumed roads.
 - n) Agree to install LED cobra head street lighting on Georgina Court extension to match existing street lights on Georgina Court, and in accordance with the City of Burlington Street Lighting Standards.
 - o) Agree to provide a schedule of lot widths and areas, calculated by an Ontario Land Surveyor.
7. The Owner shall complete the following to the satisfaction of the Director of Capital Works and the City Solicitor of the City of Burlington:
- a) 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 registered on title and included on all offers of purchase and sale and reservation agreements for all residential units:

ALL LOTS AND BLOCK 5:

- 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 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."
- iv) "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."

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- v) "Purchasers are advised that home mail delivery will be from a designated Centralized Mail Box."
- vi) "Purchasers are further advised that the developers/owners are responsible for officially notifying purchasers of the exact Centralized Mail Box locations which may be utilized by Canada Post until the curbs and sidewalks are in place in the remainder of the subdivision."
- vii) "Purchasers/Tenants are advised that despite the inclusion of noise control features in this development area and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the Ministry of the Environment, Conservation and Parks' noise criteria. This dwelling unit has been supplied with a central air conditioning system which allows windows and doors to remain closed, thereby ensuring that the indoor sound levels are within noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks."
- viii) "Purchasers/Tenants are advised that the location and installation of the 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."

LOT 1:

- ix) "Purchasers are advised that a drainage 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 drainage swale area without the prior approval of the City of Burlington."

LOT 2:

- x) "Purchasers are advised that a drainage 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 drainage swale area without the prior approval of the City of Burlington."
- xi) "Purchasers/Tenants are advised that noise barrier(s) located on an Easement on lands not owned by Halton adjacent to the Regional Right-of-Way are subject to the following condition: A noise mitigation barrier(s) will be required to mitigate the noise generated from adjacent roadways. Required noise barrier(s) shall be constructed by the owner at their cost and maintenance of the noise barrier(s) will be the responsibility of the owner until such time as the subdivision has been assumed by the local municipality. Once assumed, the ownership and future maintenance will become the responsibility of the Regional Municipality of Halton."
- xii) "Purchasers/Tenants are advised that a noise mitigation barrier(s) will be required on Lot 2 to mitigate the noise generated from the adjacent road network."

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Halton Region will required, from time to time, access to this lot/block in order to maintain this noise barrier(s). An easement has been placed on this lot/block to permit this access.”

LOT 3:

- xiii) “Purchasers are advised that a drainage 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 drainage swale area without the prior approval of the City of Burlington.”
- xiv) “Purchasers/Tenants are advised that noise barrier(s) located on an Easement on lands not owned by Halton adjacent to the Regional Right-of-Way are subject to the following condition: A noise mitigation barrier(s) will be required to mitigate the noise generated from adjacent roadways. Required noise barrier(s) shall be constructed by the owner at their cost and maintenance of the noise barrier(s) will be the responsibility of the owner until such time as the subdivision has been assumed by the local municipality. Once assumed, the ownership and future maintenance will become the responsibility of the Regional Municipality of Halton.”
- xv) “Purchasers/Tenants are advised that a noise mitigation barrier(s) will be required on Lot 3 to mitigate the noise generated from the adjacent road network. Halton Region will required, from time to time, access to this lot/block in order to maintain this noise barrier(s). An easement has been placed on this lot/block to permit this access.”
- xvi) “Purchasers/Tenants are advised that Upper Middle Road is to be used as a future transit route and that bus stops and passenger shelters may be located adjacent to any property along the route.”

LOT 4 AND BLOCK 5:

- xvii) “Purchasers/Tenants are advised that units with ground floor direct unobstructed access to the Regional Road System and/or the Active Transportation Network and with no noise mitigation (noise barriers) will not be eligible under the retrofit provisions of the Region’s Noise Attenuation Policy/Abatement Guidelines in the future.”
- xviii) “Purchasers/Tenants are advised that the construction of elevated decks within their yards, above garages, etc., may compromise the effectiveness of the noise mitigation measures and controls which have been established within the subdivision for their Lots/Blocks.”
- xix) “Purchasers/Tenants are advised that Upper Middle Road is to be used as a future transit route and that bus stops and passenger shelters may be located adjacent to any property along the route.”
- xx) “There is an overland flow route/public walkway located between Block 5 and Lot 4. Purchasers/Tenants are advised that this overland flow route/public

walkway area will be used for general active and passive public recreation and leisure uses, including walkways/bikeways.”

xxi) “Purchasers/Tenants are advised that noise barrier(s) located on an Easement on Lot 4, on lands not owned by Halton Region adjacent to the Regional Right-of-Way, are subject to the following condition: A noise mitigation barrier(s) will be required to mitigate the noise generated from adjacent roadways. Required noise barrier(s) shall be constructed by the owner at their cost and maintenance of the noise barrier(s) will be the responsibility of the owner until such time as the subdivision has been assumed by the local municipality. Once assumed, the ownership and future maintenance will become the responsibility of the Regional Municipality of Halton.”

xxii) “Purchasers/Tenants are advised that a noise mitigation barrier(s) will be required on Lot 4 to mitigate the noise generated from the adjacent road network. Halton Region will required, from time to time, access to this lot/block in order to maintain this noise barrier(s). An easement has been placed on this lot/block to permit this access.”

8. The Owner shall complete the following to the satisfaction of the Director of Community Planning and the City Solicitor of the City of Burlington:

- a) That a by-law be adopted by Burlington City Council to de-register Lots 8, 9, Block 262 and Block 263, Plan 20M824, all owned by Upper Middle Road Enclave Inc. prior to registration of this plan of subdivision.
- b) Include the following clause in a registered portion of the subdivision agreement, and that the owner ensure that a warning clause to this effect is registered on title and included on all offers of purchase and sale and reservation agreements for all interior townhouse units located on lots with frontage of less than 7.65 metres:

“Purchasers are advised that access to the rear yard of the dwelling is provided only through the living areas of the unit.”

- c) At the site plan stage, or prior to the issuance of a building permit for Blocks 5, submit building elevations of the end elevations of street townhouse units facing a street for approval, designed with an upgraded level of architectural treatment, containing significant use of windows and doors, varying roofline treatments, porches or entry features, etc., for the purpose of avoiding the use of blank walls facing a street. If determined necessary by the Director, fencing and/or landscape plans shall also be submitted to address exposed rear yards of these units from the streets.

9. The owner shall complete the following to the satisfaction of the Director of Capital Works, Director of Recreation Services, and the City Solicitor of the City of Burlington:

- a) Agree to provide cash-in-lieu of parkland in accordance with the City’s Parkland Dedication Policy and By-law.
- b) Include the following clause in a registered portion of the subdivision agreement, and that the owner ensure that warning clauses to this effect is registered on title

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and included on all offers of purchase and sale and reservation agreements for Block 5:

“The storm water management facility abutting the property 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 except for areas which are developed by the City for public walkways and trails.”

10. The owner shall complete the following to the satisfaction of the Director of Community Planning of the City of Burlington:
 - a) Provide 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.
11. The owner shall complete the following to the satisfaction of the Director of Capital Works and the Director of Community Planning of the City of Burlington:
 - a) Agree to display a copy of the approved draft plan and draft plan conditions in the sales office for the information of purchasers.
 - b) Agree to provide copies of the draft plan conditions for the review of purchasers, if requested.
 - c) 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.
 - d) Agree to make available to all purchasers a copy of the City of Burlington “Information Sheet for New Home Buyers.”
 - e) 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/garbage dumping, no vegetation removal/control and no pedestrian access except at specified trail locations, etc.
12. The Owner shall complete the following to the satisfaction of Halton Region:
 - a) 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.
 - b) That prior to registration Owner shall submit to the Community Planning Department four (4) folded copies of the final draft plan of subdivision along with applicable Land Registry Office Appendix 'D' sign off. Upon acceptance, the City will forward these materials to the Region of Halton for final sign off.
 - c) 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.

- d) 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 Halton Region. Prior to the registration of any portion of draft plan of subdivision 24T-18001/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. This report shall also be prepared and certified by a qualified person as defined in Ontario regulation 153/04 and shall 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.
- e) 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 (and specific required off-site road works and associated road works related to the development), 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.
- f) That a detailed engineering submission shall be prepared (for the required off-site water, wastewater, stormwater, road works and associated works) and submitted to the Region's Development Project Manager for review and approval prior to the preparation of the Regional subdivision agreement. The owner agrees to submit the initial Engineering & Inspection Fee Deposit payable upon their Civil Engineering Consultant's first engineering drawing submission in accordance with Regional Standards and fee requirements.
- g) 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.
- h) That, the Owner agrees that upon Draft Plan of Subdivision 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.

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- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) 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 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.
- n) 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.
- o) The Owner agrees that pre and post development storm water flows to the site and from the site to the existing drainage system on Upper Middle Road (Regional Road # 38) are maintained both during and after construction, such that there are no adverse impacts to the existing system on Upper Middle Road (Regional Road # 38), to the satisfaction of Halton Region's Development Project Manager.
- p) The Owner shall ensure that the grading works on the site will match up with the existing elevation at the property line with Upper Middle Road (Regional Road # 38) and also ensure that grading operations will not encroach on the existing right-of-way unless approved by the Region.
- q) The Owner shall disconnect the existing water service lateral, that exists within the Upper Middle Road (Regional Road #38) right-of-way, right at the watermain within the road.

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- r) 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.
- s) The applicant is required, prior to registration, to submit a Functional Servicing Report (FSR) and any required updates or revisions to the satisfaction of Halton Region.
- t) The Owner agrees to mitigate all construction (development activity) related impacts to Upper Middle Road (Regional Road #38), and agrees to abide by the Region's road restrictions for Upper Middle Road. The owner agrees to promptly rectify any adverse conditions as identified by the Region, and agrees to obtain any and all necessary Regional Permits and Consents related to Upper Middle Road (Regional Road #38). The owner's General Contractor and Civil Engineering Consulting Firm shall work to prevent any Regional Road issues, including safety, and resolve any issue promptly as it may arise.
- u) Any lands within 3.27m at the east limit, tapering to 2.57m at the west limit (to match the properties to the east (residential home) and west (SWM pond property line)) that are part of the subject property shall be dedicated to the Regional Municipality of Halton for the purpose of road right-of-way widening and future road improvements. The Owner agrees that all lands to be dedicated to Halton Region shall be dedicated with clear title (free and clear of encumbrances) and a Certificate of Title shall be provided, in a form satisfactory to the Director of Legal Services or his designate.
- v) That, the Owner agrees to complete the required road improvements and restorations required within the Regional right-of way, including but not limited to left turn lane removal, sidewalk extensions, removal of the existing retaining wall, grading and tree plantings. In doing so, the owner agrees to provide a detailed engineering submission for the required off-site road works within Upper Middle Road (Regional Road #38) to be submitted to the Region's Development Project Manager for review and approval prior to the preparation of the Regional Subdivision Agreement.
- w) That the Owner submits an updated Noise Study to the satisfaction of Halton Region prior to final approval of the Subdivision Agreement, including but not limited to, the installation of noise attenuation barriers, implementation of noise warning clauses etc., to the satisfaction of Halton Region.
- x) That, the Owner agrees that noise mitigation barrier(s) will be required to mitigate the noise generated from adjacent roadways. Required noise barrier(s) shall be constructed by the owner at their cost and maintenance of the noise barrier(s) will be the responsibility of the owner until such time as the subdivision has been assumed by the local municipality. Once assumed, the ownership and future maintenance will become the responsibility of The Regional Municipality of Halton.
- y) That the Owner dedicate to Halton Region, free of charge, any easements over the subject property required by the Region of Halton for the inspection and maintenance of the Noise Barrier.
- z) The Owner agrees to include the following warning clauses in all Agreements of Purchase and Sale or Lease or Occupancy:

Block 5, Units A1-A6 as shown in the Noise Study

- Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.
- This dwelling unit has been supplied with a central air conditioning system which allows windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within noise criteria of the Municipality and the Ministry of the Environment.

Block 5, Units B1-B8 as shown in the Noise Study

- Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.
- This dwelling unit has been supplied with a central air conditioning system which allows windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within noise criteria of the Municipality and the Ministry of the Environment.
- Purchasers are advised that units with ground floor direct unobstructed access to the Regional road system and/or the Active Transportation Network, and with no noise mitigation (noise barriers) will not be eligible under the retrofit provisions of the Region's Noise Attenuation Policy/Noise Abatement Guidelines in the future.
- Purchasers are advised that the construction of elevated decks within their yards, above garages, etc., may compromise the effectiveness of the noise mitigation measures and controls which have been established within the subdivision for their lots.

Lots 2, 3 & 4, Unit E2, D3 and C3 as shown in the Noise Study

- A noise mitigation barrier(s) will be required on Lot 2, 3 and 4 (Noise Study units E2, D3 and C3) to mitigate the noise generated from the adjacent road network. Halton Region will require, from time to time, access to this lot/block in order to maintain the noise barrier(s). An easement has been placed on this lot/block to permit this access and is to remain clear of obstructions (e.g. trees, shrubs, etc.).
- A noise mitigation barrier(s) will be required to mitigate the noise generated from adjacent roadways. Required noise barrier(s) shall be constructed by the owner at their cost and maintenance of the noise barrier(s) will be the responsibility of the owner until such time as the subdivision has been assumed by the local municipality. Once assumed, the ownership and future maintenance will become the responsibility of The Regional Municipality of Halton.
- Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.

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- This dwelling unit has been supplied with a central air conditioning system which allows windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within noise criteria of the Municipality and the Ministry of the Environment.

13. Complete the following to the satisfaction of the Halton District School Board:

- a) That 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 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 buses 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) That 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 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) That the Owner take responsibility for all required signage on the various blocks which are part of the 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 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

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

14. 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 include the above statements.
 - c) 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.
 - d) 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.
 - e) 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.
15. The Owner shall agree to the following to be satisfaction of the Director of Capital Works of the City of Burlington and Canada Post:
 - a) Include on all offers of purchase and sale, a statement which advises the prospective purchaser:
 - i. the home mail delivery will be from a designated Centralized Mail Box

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- ii. that the developers/owners be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales
 - b) The owner further agrees to determine the location of all centralized mail receiving facilities in co-operation with Canada Post Corporation and to indicate the location of the centralized mail facilities on appropriate maps and plans. Maps are also to be prominently displayed in the sales office showing specific Mail Box site locations.
- 16. 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.
- 17. The Owner shall complete the following to the satisfaction of Bell Canada:
 - a) Prior to commencing any work within the Plan, the owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the owner elects not to pay for such connection to and/or extension of the existing communication/ telecommunication infrastructure, the owner shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/ telecommunication services for emergency management services (ie. 911 Emergency Services).
- 18. Prior to signing the final plan, the Director of Community Planning shall be advised by the Capital Works Department that Conditions 3 to 7 inclusive, Condition 9 and Condition 11 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
- 19. Prior to signing the final plan, the Director of Community Planning shall be advised by the Region of Halton that Conditions 12a) to 12z) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
- 20. Prior to signing the final plan, the Director of Community Planning shall be advised by the Halton District School Board that Conditions 13a) to 13g) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
- 21. Prior to signing the final plan, the Director of Community Planning shall be advised by the Halton Catholic District School Board that Conditions 14a) to 14e) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

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22. Prior to signing the final plan, the Director of Community Planning shall be advised by Canada Post Corporation that Conditions 15a) and 15b) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
23. Prior to signing the final plan the Director of Community Planning shall be advised by Union Gas that Condition 16 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
24. Prior to signing the final plan the Director of Community Planning shall be advised by Bell Canada that Condition 17 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
25. All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being _____, 2023.

Jamie Tellier
Interim Director of Community Planning

Date

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

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 or conditions.
- b) The owner, its successors and assigns, is hereby notified that City-wide Development Charges may be payable in accordance with By-law No. 72-2004, as may be amended, (and an Orchard Area-Specific Development Charge may be payable in accordance with By-law No. 85-2001, as may be amended, upon issuance of a building permit at the rate in effect on the date issued. For further information, the owner is advised to contact the City Burlington Department at 905-335-7731.
- c) NOTE: 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 purpose only. All residential development applicants and every owner of land located in Halton Region assume all of the responsibilities and risks related to the use of the information provided herein.

Please visit our website to obtain the most current information on [Development Charges \(DCs\) and Front-ending Recovery Payment \(FERP\)](#), which is subject to change.

- d) 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).
- e) Please note the Owner should be made aware that Halton Region will have the following requirements at the time of registration of the subdivision:
 - Final draft M plans signed and dated by the Owner, Surveyor and initialed by the City's Planner
 - Regional Registration fee
 - Registry Office review form
- f) 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

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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.

- g) 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.
- h) 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.