



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

WAGGY INC.
FILE: 510-02/19 (24T-19002/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 A.J. Clarke and Associates Ltd., dated by Nicolas P. Muth (Ontario Land Surveyor) on October 21, 2021, and consisting of 24 Freehold Lots and 7 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 Engineering Services of the City of Burlington:
 - a) The Owner shall agree that Blocks 26 through 31 represent the deemed municipal right of way of Queensway Drive, and are to remain in common element until such time as the City of Burlington requires the blocks to be dedicated as public right of way.
 - b) The Owner shall agree to convey to the City of Burlington Blocks 26 through 31 free of charge at any time as determined by the City of Burlington, and that all legal and survey costs associated with the dedication would be borne by the Condominium Corporation.
 - c) The Owner shall agree to provide a blanket easement over the exterior of all lots in favor of the condominium corporation for installation, inspection and maintenance of above and below ground common infrastructure, including streetlighting, watermain, utilities, french drain system, retaining walls, swales and acoustical barrier. The common infrastructure whether buried or above ground shall be owned by the condominium corporation, and be the responsibility of the condominium corporation to maintain. Further, the easement shall be written to allow the condominium corporation access to the backyards of each lot through the interior of the townhouse units, provided appropriate written notice is given to the unit owner/tenant.
 - d) Prepare and register a final plan of subdivision showing the boundaries of the property to UTM, NAD 83 Datum, Zone 17 and provide the City a digital copy of the final plan of subdivision in .dwg format with all points and line work on separate layers.

- e) Submit a copy of the updated parcel register when survey plans are submitted for the preparation of the Subdivision Agreement.
- f) Agree to provide lot widths and areas schedule, calculated by an Ontario Land Surveyor.
- g) Agree to pay cash in lieu of parkland dedication in accordance with the City's Parkland Dedication Policy and By-law, if required by and to the satisfaction of the City's Manager of Realty Services
- 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 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
- 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) Implement the approved Geotechnical Investigation Report (prepared by MTE dated January 14, 2021, MTE File No. 45786-100rev01), and agree to implement the recommendations of the approved Geotechnical Investigation Study for subdivision servicing, road construction as well as house construction (including details for house construction on fill lots).
- k) Implement the approved Environmental Noise Impact Study (Prepared by dBA Acoustical Consultants Inc. dated January 2022, dBA File No. 19-1199), and the future Detailed Environmental Noise Study to be submitted with the Site Plan Application, which addresses the impact of noise and/or vibration generated from area roadways and any other noise sources.
- l) 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 and in the Condominium Declaration for the appropriate lots. 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.
- m) Agree to make provisions in all Offers, Leases and Reservations Agreements and in the Condominium Declaration, inserting the necessary environmental noise warning clauses of the approved Environmental Noise Impact Study and future Detailed Environmental Noise Study.

- n) Provide necessary securities to ensure completion of all recommended noise mitigation features.
- 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 Impact Study and Detailed Environmental Noise 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 Impact Study and Detailed Environmental Noise Study have been implemented and satisfy the criteria of the City, Ministry of Transportation and the MOECP prior to the release of the related securities; associated with the future Site Plan.
- q) Agree to submit a Traffic Impact Study, if required, for approval, and to implement the recommendations of the approved Traffic Impact Study.
- r) 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; associated with the (future) Site Plan.
- s) Agree to implement the necessary stormwater management recommendations of the approved Functional Servicing Report and Stormwater Management Report prepared by MTE, dated October 21, 2021, MTE File No. 46037-100.
- t) Agree that the rear yards of Lots 1-16 will remain permeable landscape surface and will not contain any structures, sheds, patios, gazebos, planters, hot tubs, etc. (fencing excepted).
- u) 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 Engineering Services) 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
- v) Agree to provide a Construction Mobility and Management Plan, and ensure construction access, traffic and parking to the satisfaction of the Director of Engineering Services and Director of Transportation during all stages of construction and agree to pay for any required signage, barricades or other measures, as needed. Construction access shall be from Queensway Drive, there will be conditions associated with the use of this access, to be submitted for review and approval prior to construction, including but not limited to: OTM Book 7 traffic control, no trades parking or truck staging on Queensway Drive, no mud tracking, control of dust, safe guard measures to avoid pedestrian conflicts, and any other requirements of City of Burlington Transportation and Engineering Services Departments, to be determined prior to servicing/grading works on site

- w) Agree to submit an Erosion and Siltation Control Plan, for approval, and implementation during all phases of construction, including servicing and building construction, under the (future) Site Plan.
- x) 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.
- y) Agree to pay for any alterations to existing utilities, pavement and services that may be necessary to accommodate the connection of the subdivision with adjacent lands and agree to make the necessary revisions to the Draft Plan.
- z) Agree to submit detailed engineering drawings for review and approval (under the future Site Plan).
- aa) 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 under the future Site Plan.
- bb) Agree to install all servicing and utilities (including hydro) throughout the development underground, and within common element lands and parcels of tied land, as needed.
- cc) Agree to pay for any alterations and/or restoration to utilities, pavement and services that may be necessary to accommodate this development.
- dd) 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.
- ee) Agree to provide storm sewer video (on both concrete and pvc sewers), and mandrel (on storm pvc sewers) inspection as per the current City standard, on storm sewers within the Municipal Right of Way, both pre and post construction.
- ff) Agree to provide written certification by the Civil Engineer prior to security release, that the underground services (i.e. storm sewers, etc.) and aboveground services (i.e. roads, sidewalks, boulevards, etc.), have been constructed in conformance to the City standards and in accordance with the approved engineering drawings.
- gg) Agree to provide as-constructed drawings for the new servicing infrastructure, prepared and signed/stamped by the Consulting Professional Engineer.
- hh) 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 under the future Site Plan.

- ii) 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
- jj) Agree that construction of all proposed units do not have foundation drainage and that roof rain water leaders shall discharge directly into the sites private storm sewer system. All hard surfaces, roofs, pavement, sidewalks, etc., are to be conveyed to the sites private stormwater management system and eventually outlet via an orifice to the municipal storm sewer in Queensway Drive.
- kk) Agree to construct the necessary fencing as shown on the approved engineering. landscape and site plan drawings, namely between all residential boundaries abutting either open space, walkways, schools, places of worship or utility lands.
- ll) 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 lots & 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 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 provide an overall phasing schedule identifying proposed house construction (start dates/occupation dates), tentative grading, sodding and tree planting schedules in accordance with the City's grading and sodding policy and schedule;

- viii. Agree that sidewalk installation, lot and boulevard grading/sodding and associated landscaping 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 6 months of adjacent home occupation.
 - mm) Agree to make available to all purchasers a copy of the City of Burlington "Information Sheet for New Home Buyers."
 - nn) Agree to display copies of the signed engineering drawings, including the "Utility Coordination Plan", for the future Site Plan, in the sales office when they become available, for the information of purchasers.
 - oo) Agree to display a copy of the approved draft plan and draft plan conditions in the sales office for the information of purchasers.
 - pp) Agree to provide copies of the draft plan conditions for the review of purchasers, if requested.
 - qq) 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.
 - rr) Prepare and implement a detailed report on stormwater management, prior to site alteration.
 - ss) 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
4. Complete the following to the satisfaction of the Director of Engineering Services of the City of Burlington and Senior Manager, Engineering of Burlington Hydro Incorporated
- a) Agree to satisfy all of the conditions and requirements, financial or otherwise, of Burlington Hydro Incorporated and provide the Director of Engineering Services with a clearance letter from Burlington Hydro Incorporated when its requirements have been met;
 - b) Sign Burlington Hydro Incorporated's subdivision agreement and any other agreements required by Burlington Hydro Incorporated; and
 - c) Provide the Director of Engineering Services with a clearance letter from Burlington Hydro Incorporated when its requirements have been met.
5. The Owner shall complete the following to the satisfaction of the Director Engineering and Roads, Parks & Forestry Departments of the City of Burlington:
- a) Agree to compensate for the removal of public trees by replanting in the City's right of way as required (to the satisfaction of the Manager of Urban Forestry or delegate).

- b) Agree to pay for any site visits and the implementation of the preservation methods to be completed by an appropriately credentialed arborist as recommended in the approved Tree Inventory and Preservation Plan.
- c) All proposed tree and landscape planting on site and in the right of way must conform to species lists provided in Conservation Halton's Landscaping and Tree Preservation Guidelines.
- d) 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.
- e) 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, on accordance with the City of Burlington Tree Protection and Preservation Specification SS-12A.
- f) 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
- g) 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.
- h) Submit revised Landscape Plans for review and approval to the satisfaction of the Director of Engineering Services or designate.
- i) Provide a Landscape Cost Estimate that adheres to the latest and most up-to-date Landscape Plans.
- j) Submit a revised Arborist Report and Vegetation Management Plan for review and approval to the satisfaction of the Manager of Urban Forestry/City Arborist or designate.
- k) Subject to the satisfaction of condition j) above, the Owner shall obtain a Tree Permit for the injury and removal of all public trees and for all work to be performed within the minimum tree protection zone and critical root zone and drip line of public trees in accordance with the Public Tree By-law 68-2013. Securities will also be required to be posted for those public trees to be retained. Compensation as cash-in-lieu for the public trees to be removed will also be collected. The following must be provided prior to issuance of the Tree Permit:
 - Council approval of the removal of the public trees
 - Conditional approval of the plan of subdivision
 - Submission and approval of a letter of retention and undertaking of the contractor (certified arborist) performing the removals and work around public

- trees including proof of WSIB certificate and proof of commercial general liability to a limit not less than \$2,000,000.
 - Payment of prescribed fees as outlined, inclusive of permit fees, securities, and compensation.
- l) Install protective tree hoarding as prescribed within the approved Arborist Report and Vegetation Management Plan prior to project works. All protection measures shall be installed and designed in accordance with the City of Burlington Tree Protection and Preservation specification No. SS12A and be appropriate for the current tree size.
 - m) Submit for review and approval any other documents/drawings/items as deemed necessary by the Manager of Urban Forestry or designate once revised drawings and reports and other materials are received.
 - n) Agree to pay the City fees and post securities as will be determined in the Site Plan stage.
6. The Owner shall complete the following to the satisfaction of the Director of Engineering Services and the City Solicitor of the City of Burlington:
- a) Agree to include the following warning 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 in the Site Plan Agreement, and Condominium Declaration:
 - i. "Purchasers/Tenants are advised that Blocks 26 through 31 are designated as future municipal right of way, and are to be kept in common element ownership until such time as the City of Burlington requires dedication to public ownership. At which time, the lands shall be dedicated free and clear and all legal and survey costs shall be borne by the Condominium Corporation. The dedication of Blocks 26 through 31 shall be completed within 6 months of receiving written notification from the City of Burlington informing the Condominium Corporation that they require the lands to be dedicated as public right of way."
 - ii. "The Condominium Corporation will be responsible for removal of excess snow off site in order to maintain clear passage of the 6m asphalt private lane, and to keep the private visitor parking spaces and sidewalks clear. Furthermore, snow from the site shall not be stored on Municipally owned lands, Block 27, within accessible parking spaces, or on other privately owned lands."
 - iii. "Purchasers/tenants are advised that there may be above-ground utility facilities such as fire hydrants, utility poles, hydro transformers and cable pedestals located fronting/adjacent to their property within the City's road allowance, common element areas, or in easements."
 - iv. "Purchasers are advised that home mail delivery will be from a designated Centralized Mail Box."
 - v. "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.”

- vi. “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 may exceed the Ministry of the Environment, Conservation and Parks’ noise criteria.”
- vii. “Purchasers/Tenants are advised that the location and installation of all outdoor air conditioning devices 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”
- viii. “Purchasers/Tenants of all Lots are advised that window-style air conditioning units are prohibited”
- ix. “Purchasers/Tenants of Lots 17 through 24, are advised that the private roof top terraces of each unit are less than 4.0m deep and therefore are not required to have mitigation measures installed for noise mitigation as per NPC-300. Sound levels due to road traffic, increasing road traffic and no mitigation measures may interfere with activities of the dwelling occupants use of their private roof top terrace”.
- x. “Purchasers/Tenants are advised that the noise barrier(s) located on private lands are subject to the following condition and is required to be included in all offers of purchase and sale, and in the future Site Plan Agreement and Condominium Declaration: 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 developer at their cost and ownership, inspection and maintenance of the noise barrier(s) will be the responsibility of the Condominium Corporation.”
- xi. “Purchasers/Tenants are advised Ministry of Transportation (MTO) will not be responsible for Noise Attenuation for this site, noise mitigation is the sole responsibility of the Condominium Corporation, no mitigation will be provided by MTO for highway noise, furthermore, no Noise Attenuation features will be permitted on the highway right of way.”
- xii. “Purchasers/Tenants are advised the City of Burlington will not be responsible for Noise Attenuation for this site, noise mitigation is the sole responsibility of the Condominium Corporation, no mitigation will be provided by the City of Burlington for roadway noise, furthermore, Noise Attenuation features will not be permitted on the deemed municipal right of way.”
- xiii. “Purchasers/Tenants of Lots 1 through 16 are advised that a french drain system, part of the site’s stormwater management system, exists across the rear and/or flankage of the property and the french drain area as indicated on the approved engineering drawings is not to be altered or blocked in any way nor are any structures, sheds, patios, hot tubs, gazebos, planters, etc. (fencing excepted) to be erected within the rear yard.”

- xiv. Purchasers/Tenants of Lots 1 through 16 are advised that access to the rear yard of the unit is only through the unit itself.”
 - xv. Purchasers/Tenants of Lots 1 through 16 are advised that the rear yards must remain a permeable surface.”
 - xvi. Purchasers/Tenants of Lots 1 through 16 are advised that the exterior of all lots are covered by a blanket easement in favor of the Condominium Corporation, for ownership, inspection and maintenance of the french drain system located in the rear yard, and to ensure the rear yards remain a permeable landscape surface and that decks or patios are not enlarged. Furthermore, access for inspection and maintenance/equipment/materials for the french drain system is through the unit itself. Appropriate notification for access will be required, and shall be detailed in the Condominium Declaration.”
 - xvii. Purchasers/Tenants of Lot 1 are advised that there is a blanket easement over the exterior of all lots in favor of the Condominium Corporation for ownership, inspection and maintenance of the acoustical barrier. All costs associated with inspection, maintenance, and replacement of the acoustical barrier shall be the responsibility of the Condominium Corporation.
 - xviii. Purchasers/Tenants of Lots 10, 11, 16, 17 and 24 are advised that there is a blanket easement over exterior of all Lots in favor of the Condominium Corporation for ownership, inspection and maintenance of the retaining walls and swales. All costs associated with inspection, maintenance and replacement of the retaining walls shall be the responsibility of the Condominium Corporation.”
 - xix. “Purchasers/Tenants of all Lots are advised there is a blanket easement over the exterior of all lots in favor of the Condominium corporation for installation, ownership, inspection and maintenance of common infrastructure (watermain, hydro, private street lighting, utilities, etc.).”
7. 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) Agree that Lots 1-24 and Blocks 25-31 shall be subject to a restrictive covenant preventing the transfer of ownership until such time as the future common element condominium is registered, to the satisfaction of the City Solicitor, and agree that Blocks 26-31 shall remain subject to a restrictive covenant preventing the transfer of ownership until such time as the blocks are to be transferred to the City, to the satisfaction of the City Solicitor.
 - a) 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 included on all offers of purchase and sale and reservation agreements for all 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.”

- b) At the site plan stage, or prior to the issuance of a building permit for Lot 1, submit building elevations of the end elevations of 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.
8. 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.
9. The Owner shall complete the following to the satisfaction of Halton Region:
- a) The owner is required to comply with Ontario regulation 153/04 and the Region's Protocol for Reviewing Development Applications with respect to Contaminated Sites, to the satisfaction of the Region. Prior to the registration of any portion of draft plan of subdivision 24T-19002/B and prior to any servicing or grading of the site, a Phase One ESA (and any other ESAs recommended by the qualified person) shall be prepared and certified by a qualified person as defined in Ontario regulation 153/04 and submitted to the Region indicating 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 Region for their review. The author of the environmental reports and Record of Site Condition (if secured) must also extend third party reliance to the Region
 - b) Prior to registration, the Owner shall submit to the Planning Services Department six (6) folded copies of the final draft plan of subdivision along with applicable Appendix D from the Land Registry Office for sign off. Upon acceptance, the City will forward these materials to the Region for final sign-off.
 - c) 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.
 - d) Prior to registration of the plan the owner agrees to apply to Halton Region's Public Works Department to review any servicing concerns relating to the water and wastewater main systems and to obtain water and wastewater main (sanitary

sewer) Services Permits and pay all necessary fees as required. The owner's Professional Civil Engineering firm may need to undertake the Region's Design Deviation Memo process for the stormwater service connection lateral's vertical crossing separation distance from the Region's existing trunk watermain.

- e) The Owner acknowledges that there may not be sufficient water or sanitary capacity to accommodate this development and that additional capacity may not be available within the term of this draft plan approval. The Owner acknowledges that granting of draft plan approval does not imply a guarantee by the Region to service this development within the term of the draft plan approval.
- f) The Owner acknowledges, and their Civil Engineering Consulting Firm has confirmed through their own means (and documented through their Functional Servicing Report & associated site servicing plan drawings for the land development), that the static water pressure in the area, while within accepted municipal standards, is at the lower end of the recommended range. This may at times be noticeable to the Owner, their Purchasers, Tenants and Leasers. However, in order to increase flows to the homes, the Owners' Civil Engineering Consulting Firm has specified that each home unit will require a private in-house water pressure boosting pump. The Owner will, at their own expense, install private in-house pressure boosting pumps.
- g) The Owner agrees to install private in-house water pressure boosting pumps, and the Owner (ie. Developer) agrees to include the following clause in all Offers to Sell, Agreements of Purchase and Sale, Lease or Reservation Agreements and any other similar documents registered on title to the Lands:

"The Owner (ie. Purchasers/Tenants/Leasers/Etc.) acknowledge that the static water pressure in the area, while within accepted municipal standards, is at the lower end of the recommended range. This may at times be noticeable to the Owner. However, in order to increase flows to the home, the Owner's (ie. Developer's) Civil Engineering Consulting Firm has specified that each home unit will require a private in-house water pressure boosting pump that is to be part of the home's plumbing. The Owner (Purchaser) will, at their own expense, own and maintain the private in-house pressure boosting pump."
- h) That the Owner agree to implement the following warning Clauses with an agreement registered on title, to the satisfaction of the Region, as follows:

"That the proposed development, as designed, does not comply with the Regional Development Design Guidelines for Source Separation of Solid Waste and as such is not eligible for Regional Waste Collection."
- i) That the Owner agrees to provide private waste collection of garbage, recycling and green cart services, to the satisfaction of the Region of Halton.
- j) That the Owner provide confirmation that all agreements of purchase and sale shall include a Notice Letter / Acknowledgement informing the prospective

purchasers that the site will be serviced by private waste collection in the Purchaser's welcome package, to the satisfaction of the Region of Halton. In the event that purchase agreements have already been signed, an amendment welcome package shall be provided and the change indicated.

10. 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:
 - a. Prospective purchasers are advised that schools on sites designated for the Halton District School Board 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.*
 - b. 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 includes the above statements.
- c) That the Owner shall supply, erect and maintain signs at all major intersections into the new development advising prospective purchasers that pupils may be directed to schools outside of the area. The Owner will make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.
- d) 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.
- e) 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.
- 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.

11. The Owner shall complete the following to the satisfaction of the Halton Catholic District School Board:
- a) The owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the City's subdivision agreement, to be registered on title:
 - a. 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.
 - b. 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 owners is to send a letter to all purchasers which include the above statements.
 - c) That the Owner agree 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
 - g) 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.
 - h) 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.
 - i) 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 memo outlining the changes.
12. The owner shall complete the following to the satisfaction of Canada Post:
- a) The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
 - b) The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to

grade communication vaults, landscaping enhancements (tree planting) and bus pads.

- c) The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
 - d) The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
 - e) The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
 - f) The owner/developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the City of Burlington.
 - g) The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
 - h) The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.
13. The Owner shall complete the following to the satisfaction of the Ministry of Transportation and the Director of Engineering Services of the City of Burlington:
- a) That prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a stormwater management report and associated grading and servicing drawings indicating the intended treatment of the calculated runoff.
 - b) That prior to final approval, MTO requires that the agreement for the sub-divided lands will include a noise waiver clause that shall remain on title for all current and future prospective buyers of these units, advising them that MTO will not be responsible for noise mitigation and no mitigation will be provided by MTO for highway noise.
 - c) That prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval a lighting plan.
14. 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 easements 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.
15. Prior to signing the final plan, the Director of Community Planning shall be advised by the City Engineering Services Department 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.
16. Prior to signing the final plan, the Director of Community Planning shall be advised by the Region of Halton that Conditions 9 a) to 9 j) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
17. Prior to signing the final plan, the Director of Community Planning shall be advised by the Halton District School Board that Conditions 10 a) to 10 f) inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
18. Prior to signing the final plan, the Director of Community Planning shall be advised by the Halton Catholic District School Board that Conditions 11 a) to 11 i) inclusive 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 Canada Post Corporation that Condition 12 a) to 12 h) has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
20. Prior to signing the final plan, the Director of Community Planning shall be advised by the Ministry of Transportation that Condition 13 a) to 13 c) has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
21. Prior to signing the final plan, the Director of Community Planning shall be advised by Bell Canada that Condition 14 a) has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
22. All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being June 29, 2025.

M. Simeoni
Interim Director of Community Planning

Date

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

June 29, 2022

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, 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) Regional Development Charges and Surcharges are payable in accordance with the applicable Regional Development Charges by-law and are required at the following stages:

Subdivision Agreement: Water and wastewater (including blocks intended for future development at the maximum density permitted under the applicable zoning by-law)

Building Permit Issuance: All remaining Region-wide Development Charges in effect at the date of issue.

NOTE: Any building permits which are additional to the maximum unit yield which is specified by the Subdivision Agreement are subject to all Regional Development Charges (including water, wastewater and surcharges not collected at subdivision agreement) prior to the issuance of the building permit, at the rate in effect at the date of issue.

- d) 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.
- e) 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
- f) 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.

Sub-Conditions.doc

Dec/17