



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

Salotto Building Group Inc.

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 KLM Planning Partners Inc, Draft Plan of Subdivision Block 133, Reg. Plan 20M-811 dated October 14, 2021.
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) Dedicate to the City free of charge the following:
 - i) an 18 metre road allowance for Street 1";
 - ii) 3 metre by 3 metre daylight triangles where Street "1" intersects with Millcroft Park Drive;
 - iii) any easements over the subject property required for access, drainage, services and/or utilities;
 - iv) any easements over adjacent properties as required to accommodate access, services and/or overland flow swales.
 - v) Block 31 (Park – 0.034ha).
 - b) Prepare and deposit all reference plans required for the foregoing dedications and a reference plan showing the boundaries of the property to UTM, NAD 83 Datum and provide the City a digital copy of the plan in .dwg format with all points and line work on separate layers.
 - c) Submit a copy of the updated parcel register when survey plans are submitted for the preparation of the Subdivision Agreement.
 - d) Pay for the cost of lifting 0.3 metre reserves, as may be required.

- e) 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.
- f) Agree to submit a Geotechnical Study, for approval, and to implement the recommendations of the approved Geotechnical Study for subdivision servicing, road construction as well as house construction (including details for house construction on fill lots).
- g) Agree to submit an Environmental Noise and Vibration Study, for approval, and to implement the recommendations of the approved Environmental Noise and Vibration Study.
- h) Agree to make provisions in all Offers, Leases and Reservations Agreements inserting the necessary environmental noise and vibrations warning clauses of the approved Environmental Noise and Vibration Study.
- i) 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.
- j) 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 MECF prior to the release of the related securities.
- k) Agree to submit a Traffic Impact Study, for approval, and to implement the recommendations of the approved Traffic Impact Study.
- l) Agree to submit a Functional Servicing Report, for approval, and to implement the necessary stormwater management recommendations of the approved Functional Servicing Report. The Owner shall also agree to make any revisions to the draft plan necessary to implement the approved recommendations.
- m) Agree to submit a Postal Service Report, for approval, and to implement all necessary recommended facilities. All proposed facilities are to be shown on the approved engineering drawings.
- n) Agree to 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.
- o) 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.

- p) Agree to obtain a Public Tree Permit to remove trees from the City's right-of-way. The name of the contractor providing the removal service, a copy of their WSIB and their certificate of liability (\$2,000,000 minimum) must also be provided prior to issuance of the Public Tree Permit.
- q) Agree that no stockpiling or use of Taywood Park for construction staging will be permitted without the written approval of the Director of Engineering Services.
- r) Agree to provide erosion and siltation control measures for construction works within Taywood Park.
- s) Agree to provide a Parkland Site Disturbance security to ensure any necessary rehabilitation of Taywood Park due to construction activities to the satisfaction of the Director of Engineering Services.
- t) 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.
- u) Agree to ensure construction access, traffic and parking to the satisfaction of the Director of Engineering Services during all stages of construction and agree to pay for any required signage, barricades or other measures, as needed.
- v) Agree to design, locate and erect signs prior to the sale of any lots and prior to commencement of subdivision construction which provide notification of: the proposed land uses, road pattern, lotting, phasing of the proposed subdivision, the properties abutting the development, location of postal facilities, transit route locations and lots subject to warning clauses. The signs shall be resistant to weathering and vandalism. All lots and blocks shall be deemed unsuitable for building until the above has been satisfied.
- w) Agree to submit an Erosion and Siltation Control Plan, for approval, and implementation during all phases of construction, including servicing and building construction.
- x) Agree to obtain the necessary demolition permit(s) and post the necessary securities to ensure the proper removal of all existing onsite buildings and structures if applicable.
- y) Agree to pay for any alterations to existing utilities, pavement and services that may be necessary to accommodate the connection of Street "1" with Millcroft Park Drive and should the proposed intersection need to be adjusted/relocated agree to make the necessary revisions to the Draft Plan.
- 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 provide street tree planting and landscaping to the satisfaction of the City Arborist.
- bb) Agree to install all servicing and utilities (including hydro) throughout the development underground.
- cc) 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.
- dd) Prior to servicing of the plan, the Owner agrees to inform the City which telecommunications and electrical utilities will be installing services in the subdivision. Once identified, these telecommunications and electrical utilities shall confirm in writing with the City that their requirements have been satisfied.
- ee) The Developer shall agree to the following:
- i) Permit the following telecommunication providers to locate their plant in a common utility trench within any future public highway of the Plan provided they have entered into, or are in the process of entering into, a Municipal Access Agreement with the City ("Telecommunications Providers"):
 - All "Canadian carrier" telecommunications service providers (as defined in subsection 2(1) of the Telecommunications Act);
 - A "distribution undertaking" (as defined in subsection 2(1) of the Broadcasting Act).
 - ii) Within 10 business days of receiving a list of Telecommunications Providers from the City, the Developer shall notify all Telecommunications Providers of the Plan and request to be notified within 10 business days as to whether they intend to locate their plant within any future public highway of the Plan.
 - iii) Make satisfactory arrangements (financial and otherwise) with the City, Telecommunications Providers and other utilities for the installation of each facility in a common utility trench within future public highways prior to commencing any work within any future public highway of the approved draft plan of subdivision.
 - iv) The ability of any Telecommunications Provider to install its plant in a timely and efficient manner shall not be limited.
 - v) Where works have commenced on Plans that have not been granted final approval as of September 24, 2001, the City and the Developer shall work with any Telecommunications Providers excluded from the development to allow for expeditious installation of the Telecommunications Providers' plant in a reasonable manner and location, as approved by the City.

- vi) Install, at the Developer's own expense, 100mm diameter ducts at all road crossings for the use of Telecommunications Providers. The exact location and detailed specifications for these ducts shall be shown on the approved drawings.
- vii) Acknowledges and agree that the City may refuse to accept or assume any or all streets within the Plan until the provisions of this section have been complied with.
- ff) Agree that foundation drainage shall discharge directly into the storm sewer either by gravity or sump pump installation. Connections by gravity will not be permitted unless hydraulic grade line analysis confirms that surcharging of the storm sewer during a 100-year design storm will not result in any basement or foundation damage.
- gg) 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.
- hh) Agree that any trees identified for preservation which are removed or damaged as a result of construction activity shall be replaced with an equivalent value of tree planting, as determined by the City Arborist.
- ii) Agree to install temporary street name and stop signs on streets throughout the development after placement of base asphalt and prior to building permits being issued and maintain the signs until such time as the permanent signs have been installed by the City.
- jj) Agree to construct the necessary fencing as shown on the approved engineering drawings, namely between all residential boundaries abutting either open space/creek blocks, parks, walkway blocks, school blocks or commercial blocks and business blocks abutting either open space/creek blocks or transit corridor block, if applicable.
- kk) 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;
 - 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 lot or block within 7 days of initial grading or topsoil stripping which is not intended for development within 45 days. This requirement may vary depending on the season of the activity. The City will exercise discretion in applying the seeding requirement. In addition, temporary perimeter post and wire fencing is to be installed for any school or park block, if applicable;
 - vii) Agree to provide an overall phasing schedule identifying proposed house construction (start dates/occupation dates), tentative grading, sodding and tree planting schedules in accordance with the City's grading and sodding policy and schedule;
 - viii) Agree that sidewalk installation, lot and boulevard grading/sodding will be completed within 9 months of occupation and agree that at the time of sidewalk installation, the boulevard is to be rough graded to the level of the sidewalk should the boulevard sodding be delayed. Additionally, the owner agrees to complete all the boulevard tree planting and associated landscaping within 18 months of adjacent home occupation.
- ll) Agree to provide all new home purchasers in the subdivision with an information brochure containing information on the ecological value and function of natural areas within the community to be preserved and appropriate stewardship behaviour such as domestic pet control, no debris/dumping. No vegetation removal, etc.
- 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 (specifically the "Utility Coordination 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) Agree to provide storm sewer video inspection as per the current City standard.
- rr) Agree to provide written certification by the Civil Engineer prior to final assumption of the subdivision that the municipal infrastructure, including the underground services (i.e. storm sewers, etc.) and aboveground services (i.e. roads, sidewalks, boulevards, etc.), has been constructed in conformance to the City standards and in accordance with the approved engineering drawings.
4. Complete the following to the satisfaction of the Director of Roads, Parks and Forestry:
- a) Agree to compensate for the removal of public trees by replanting in the City's right of way as required (to the satisfaction of the City Arborist).

- b) Agree to pay for any site visits and the implementation of the preservation methods to be completed by an appropriately credentialed arborist as recommended in the approved Tree Inventory and Preservation Plan.
 - c) All proposed tree and landscape planting on site and in the right of way must conform to species lists provided in Conservation Halton's Landscaping and Tree Preservation Guidelines.
5. Complete the following to the satisfaction of the Director of Engineering Services and Director of Transportation Services:
- a) Agree to submit a Construction & Mobility Management Plan (CMMP), for approval and implementation during all phases of construction, including servicing and building construction.
 - b) Contractor shall notify Parking Services when proposed signage locates have been completed and signage is ready for installation.
6. The owner shall complete the following to the satisfaction of the Directors of Engineering Services, and Urban Forestry and Landscaping Departments of the City of Burlington:
- a) The applicant shall submit revised Landscape Plans for review and approval to the satisfaction of the Director of Engineering Services or designate.
 - b) The applicant shall submit a revised Tree Inventory and Preservation Plan and Arborist Report for review and approval to the satisfaction of the Manager of Urban Forestry/City Arborist or designate.
 - c) The applicant shall retain an ISA certified Arborist and submit a signed undertaking between both parties that describes the work to be performed in accordance with the prescribed mitigative measures as outlined within the Arborist Report prepared by Strybos Barron King to be performed pre, during and post construction.
 - d) The applicant shall obtain a Tree Permit for the 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 be required to be posted for those public trees to be retained and compensation as cash-in-lieu for those to be removed in accordance with the City's method of calculation (aggregate caliper method). A Tree permit will be issued upon receipt of the following:
 - i. Council approval and approval of the subdivision application.
 - ii. 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.
 - iii. Payment of prescribed fees as outlined, inclusive of permit fees, securities and compensation.
 - e) The applicant is required to install protective tree hoarding as prescribed within the approved Tree Inventory and Preservation Plan and Arborist Report. All protection measures shall be installed and designed in accordance with the City of Burlington Tree Protection and Preservation specification No. SS12A. Tree protection must be installed prior to construction.

- f) Submit for review and approval any other documents/drawings/items as deemed necessary by staff once revised drawings and reports and other materials are received.
 - g) Pay the City fees and post securities as identified in Schedule D
7. 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 clauses in a registered portion of the subdivision agreement and agree to ensure that warning clauses to this effect are included on all offers to purchase and sale and reservation agreements for all residential units:
 - i) "Purchasers/tenants are advised that there may be above-ground utility facilities such as fire hydrants, hydro transformers and cable pedestals located in front of their property within the City's road allowance or on easements."
 - ii) "Purchasers/tenants are advised that a drainage swale may exist across the rear of the property and that the drainage swale as indicated on the approved engineering drawings is not to be altered or blocked in any way, nor are any structures, (sheds, etc.) fencing excepted, to be erected within the drainage swale without the prior approval of the City of Burlington."
 - iii) "Purchasers/tenants are advised that due to limited on-street parking, the City of Burlington will not issue driveway curb cut widening permits."
 - iv) "Purchasers/tenants are advised that a 1.5 metre concrete sidewalk may be constructed adjacent to the property line and that this will limit the parking space in front of the unit to one vehicle in the driveway between the garage and sidewalk."
 - v) "Purchasers/tenants are advised that the City of Burlington Zoning By-Law standards 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."
8. 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) prior to any land being conveyed to the City of Burlington, including roads, road widening, stormwater management facilities, open space, parks, creek blocks and buffers, that the owner undertake an environmental audit and agree to undertake any work to clean the site of soil contamination to make the land suitable for the use proposed.
 - b) 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.

9. 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;
 - d) prior to the issuance of draft approval, provide proposed street names for all streets in the plan.

10. Complete the following to the satisfaction of the Director of Community Planning and Director of Engineering Services 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 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 the natural areas within the community to be preserved, and appropriate stewardship behaviour such as domestic pet control, no debris/garbage dumping, no vegetation control and no pedestrian access except at specified trail locations.
 - f) 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.
 - g) agree to hire a contractor on retainer to deal with after hours 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.
 - h) agree to install "Illegal Dumping Prohibited" signs at all blocks intended for future development.

- i) 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 required. The City will exercise discretion in applying the seeding requirement. In addition, temporary perimeter post and wire fencing is to be installed for any school or park block.
 - j) 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.
 - k) 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.
 - l) 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.
11. The owner shall complete the following to the satisfaction of the Director of Engineering Services of the City of Burlington, the Region of Halton and the Halton District School Board.
- a) The developer shall agree that, should development be phased, a phasing plan shall be submitted 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, all to the satisfaction of the City of Burlington, Region of Halton and the Halton District School Board. The phasing plan will incorporate an agreement (to the satisfaction of the City's Director of Engineering) that must indicate the timing and sequence of development for the remaining lands and include securities to guarantee the implementation of the plan.
12. The owner shall complete the following to the satisfaction of Halton Region:
- a) That the owner agrees, by entering into subdivision agreements, to satisfy all the requirements, financial or otherwise of the local municipality and the Region including but not limited to, the phasing of the plan for registration, investigation of soil contamination and soil restoration, the provision of roads, boulevard grading and restoration, installation of watermains, wastewater mains, drainage works, stormwater facilities and utilities. This agreement is to be registered on title to the lands.
 - b) That a detailed engineering submission shall be prepared and submitted to the Region's Development Project Manager for review and approval prior to the preparation of the Regional subdivision agreement. At the time of first engineering submission for the works under the Regional Subdivision Agreement process, the property owner shall submit the initial Engineering & Inspection Fee Deposit of

\$5,000.00 plus \$ 650.00 HST (\$5,650.00). This fee is subject to change and is the correct fee at the time of this letter (February 2021).

- 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) Upon draft approval, Regional services within the plan of subdivision may be installed, provided that the engineering drawings have been approved by the Region and City of Burlington, the Regional subdivision agreement has been executed, appropriate financial security has been posted, all relevant fees have been paid to the satisfaction of the Region, and all requisite government approvals have been obtained and notices given to all public utilities.
 - i. 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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 of part of this plan shall not take place until the Region's Development Project Manager has confirmed that capacity exists to accommodate this development.
- i) 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.
- j) The owner acknowledges that while their Functional Servicing Report, GEI Consultants Inc, dated October 2021, has been prepared in support of the subdivision application, some aspects of the report are general in nature and can only be finalized at the detail design stage when the consultant's servicing design has been drafted by them and reviewed by the Region against the Region's most current servicing standards, policies and guidelines, that are in effect at the time of future development of the subdivision, and the lots and the future blocks.

- k) 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.
 - l) 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-21001/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 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.
 - m) 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 60 UTM co-ordinates, NAD 83 datum.
 - n) Prior to registration, the Owner shall submit to the Halton Region, 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.
 - o) That the owner acknowledges, in writing, that the developer will be responsible for collection and disposal of all waste until the developer is able to confirm that the development has reached 90% occupancy and demonstrate that a waste collection truck is able to safely and consistently perform collection services without obstruction or delay, to the satisfaction of the Region.
 - p) That the owner acknowledges, in writing, that appropriate warning clauses with respect to waste collection timing be added to the Subdivision agreement, to the satisfaction of the Region.
 - q) That the owner acknowledges, in writing, As part of the Purchase and Sale Agreement, the Developer, Owner, Property Manager or Agent for the development must disclose in writing, to a prospective buyer of a unit within the development, that waste collection for the proposed development will not commence until he proposed development is 90% occupied and that a Waste collection truck is able to safely and consistently perform collection services without obstruction or delay, to the satisfaction of the Region.
13. The Owner shall complete the following to the satisfaction of Enbridge Gas (formerly Union Gas Ltd):
- 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.
14. The Owner shall complete the following to the satisfaction of Rodgers Communications:

- a. The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the "Communications Service Providers") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
 - b. The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
 - c. The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
 - d. The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the r
15. 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 is also not guaranteed. *Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.*
 - ii prospective purchasers are advised that school busses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick up points will not be located within the subdivision until major construction activity has been completed.
 - b) 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 statement.
 - c) 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.
 - 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 a memo outlining the changes.
16. 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 Town'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 HCDSB 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 and private roads.
 - b. In cases where offers of purchase and sale have already been executed, the owner is to send a letter to all purchasers which include the above statements.
 - c. That the owner agrees in the subdivision agreement to the satisfaction of the HCDSB, 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 HCDSB and erect them prior to final approval.
 - d. That the developer agrees that should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the HCDSB. The phasing plan will indicate the sequence of development, the land area, the number of lots and blocks and units for each phase.
 - e. That a copy of the approved sidewalk plan, prepared to the satisfaction of the City of Burlington be submitted to the HCDSB.
 - f. The owner shall provide HCDSB 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.
17. The owner shall agree to 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.
 - i. The owner/developer of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox locations.
 - j. Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.
 - k. There will be no more than one mail delivery point to each unique address assigned by the Municipality.
 - l. Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project.
18. 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 /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).
 - b) The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the

Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

- 19. Prior to signing the final plan, the Director of Community Planning shall be advised by the City Engineering Services Department that Conditions 3 to 8 and 10 to 11 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 Region of Halton that Conditions 11 to 12 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 District School Board that Conditions 11 and 15 have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.
- 22. Prior to signing the final plan, the Director of Community Planning shall be advised by the Halton Catholic District School Board that Condition 16 has 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 Canada Post Corporation that Condition 17 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.
- 24. All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being _____, 2025.

M. Simeoni
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, 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.