Ontario Land Tribunal
Tribunal ontarien de l'aménagement du territoire

ISSUE DATE: March 20, 2025 **CASE NO.:** OLT-22-004151

PROCEEDING COMMENCED UNDER section 51(34) of the *Planning Act, R.S.O. 1990, c. P. 13, as amended*.

Applicant/Appellant:	Millcroft Greens Corporation
Subject:	Proposed Plan of Subdivision – Failure of Approval Authority to make a decision
Description:	to permit the redevelopment of parts of a golf course to permit a total of 90 single family units in four areas
Reference Number:	510-02/20
Property Address:	2155 Country Club Drive and 4274 Dundas Street
Municipality/UT:	Burlington/Halton
OLT Case No:	OLT-22-004151
OLT Lead Case No:	OLT-22-004149

BEFORE:

ERIC S. CROWE & D. CHIPMAN MEMBERS	)	Thursday, the 20th
	)	day of March, 2025

THIS MATTER having come on for a public hearing and the Tribunal having issued its Decision and Order on June 12, 2024 (the "**Decision**") as follows:

- To allow the appeal with respect to the Official Plan Amendment, and the City of Burlington Zoning By-law, as amended, be approved in accordance with Attachment A attached to the Decision (the "**Zoning By-law**");
- To allow the appeal with respect to the Zoning By-law Amendment, and the City of Burlington Zoning By-law, as amended, be approved in accordance with Attachment B attached to the Decision (the "**Zoning By-law**");

• The proposed Draft Plan of Subdivision be approved in accordance with Attachments C, D and E attached to the Decision (the "**Draft Plan of Subdivision**"), and subject to the Conditions of Draft Plan of Subdivision Approval contained therein (the "**Draft Plan Conditions**").

AND THE TRIBUNAL having subsequently been notified by the Applicant for Millcroft Greens Corporation (the "**Applicant/Appellant**") that a revision to the consolidated Conditions of the Draft Plan, as set out in this Order as Attachment 1, is required;

THE TRIBUNAL ORDERS that the consolidated Conditions of the Draft Plan Conditions is hereby revised in accordance with Attachment 1 to this Order;

AND THE TRIBUNAL FURTHER ORDERS that pursuant to section 51(56.1) of the *Planning Act*, the final approval of the proposed Plan of Subdivision, as amended in accordance with this Order, for the purposes of section 51(58) of the *Planning Act* is to be given by the City of Burlington.

"Euken Lui"

EUKEN LUI

ACTING REGISTRAR

Ontario Land Tribunal

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal ("Tribunal"). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

ATTACHMENT 1

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

Millcroft Greens Corporation – 24T-20002/B

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

1. This approval applies to the following draft plan of subdivision prepared by:

   (a) Wellings Planning Consultants Inc. Draft Plan of Subdivision Blocks 107 and 108, Plan 20M-414, Block 13, Plan 20M-421 and Part of Lot 8 Concession 1, South of Dundas Street, Surveyor's Certificate signed and dated October 9, 2020 by Ross Denbroeder, OLS, no revision number, with lower right corner of plan stating "DWG DATE: MARCH 2022" - "The Draft Plan for Areas A & B, and Areas C & D" (to be redlined to identify additional blocks for the daylight triangle at Country Club Drive and Upper Middle Road, existing pump house, irrigation facility, and two additional park blocks, one adjacent to Area D, and one across Millcroft Park Drive from Area B)
   (a) .

   (b) Wellings Planning Consultants Inc. Draft Plan of Subdivision Block 247, Plan 20M-535 and Part of Block 109, Plan 20M-694, Surveyor's Certificate signed and dated October 9, 2020 by Ross Denbroeder, OLS, no revision number, with lower right corner of plan stating "DWG DATE: MARCH 2022" - "The Draft Plan for Areas A & B, and Areas C & D" (to be redlined to identify additional blocks for the daylight triangle at Country Club Drive and Upper Middle Road, existing pump house, irrigation facility, and two additional park blocks, one adjacent to Area D, and one across Millcroft Park Drive from Area B)

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 agrees to pay fees and post securities for all works shown in the approved Engineering Plans, Transportation Services Plans, Streetlighting Plans, Tree Protection Plans and Landscape Plans, as calculated/determined by the City of Burlington, in general accordance with the City's standard subdivision agreement schedules.

4. The Owner agrees to procure and pay for full time inspection by the Owner's consulting engineers, landscape architect and arborist, for the subdivision works.

5. Complete the following to the satisfaction of the Director of Engineering Services:

a) Gratuitously dedicate to the City of Burlington, including all legal and survey costs, free of encumbrances, the following:

i. A portion of Block 91 (Conservation Halton regulated hazard and setbacks (i.e., the Creek Block)), which shall be free and clear of any privately owned features, i.e., the Creek Block cannot include a golf course irrigation pond, pump house, or any other privately owned buried or above ground infrastructure, structures, encumbrances, etc., except for the pipe from the irrigation reservoir to the pump house and the irrigation line from the irrigation reservoir to Millcroft Park Drive. The Owner acknowledges and agrees that revisions to the draft plan will be necessary to remove lands encumbered by such infrastructure from the balance of Block 91. Be advised, any existing or proposed municipal infrastructure (i.e., storm sewers/inlets/outlets) would require an easement over privately owned lands, and any privately owned infrastructure (i.e., irrigation) within the creek block would require an easement over the City of Burlington owned lands.

ii. A minimum area of 0.1981 ha in the location shown as Block 103 on the Draft Plan of Subdivision and a minimum area of 0.11ha from the Open Space Option 1 and a minimum area of 0.20ha from the Open Space Option 2 is fulfillment of parkland dedication requirements. The Open Space Options are identified in the Parkland and Open Space Opportunities document prepared by Nak Design Strategies dated March 11, 2022.

In addition, a minimum area of 0.28ha, from the Open Space Option 2 integrated pipeline area, is to be gratuitously conveyed to the city as open space. The Open Space Options are identified in the Parkland and Open Space Opportunities document prepared by Nak Design Strategies dated March 11, 2022. The existing golf cart path is to be relocated on private property. All associated costs including but not limited to the design and reconstruction shall be the responsibility of the owner to the satisfaction of the city.

b) Convey to the City of Burlington free of charge, including all legal and survey costs, the following all to the satisfaction of the City Burlington:

i. Easement **in gross** over Blocks 92, 93, 94, 95, 96, 97 and 98 for access, drainage, inspection, and maintenance of buried municipal stormwater infrastructure, **and to provide a pedestrian connection to the path system connecting Areas A & B to the creek block and Upper Middle Road.**

ii. Easement **in gross** over Blocks 101 and 102 for access to the creek block and stormwater easement blocks, **and to provide a pedestrian connection to the path system connecting Areas A & B to the creek block and Upper Middle Road.**

iii. Any easements within the subdivision required for access, drainage, services and/or utilities and/or flow conveyance swales;

iv. Any other lands, easements, or reserves within the subdivision, determined through detailed review.

c) That the owner agrees to provide the following:

i. A restrictive covenant satisfactory to the City against the 6-metre-wide landscape buffer contained within the rear yard of Lots 1 to 18, 30 to 67, 70 to 76 and 81-90 (hereinafter the "landscape buffer lands"). The restrictive covenant shall prohibit encroachments over the landscape buffer lands, including but not limited to, hard surfacing and addition of structures (i.e. no backyard trampolines, play structures, equipment, sheds, etc.) and shall prohibit changes to the existing trees and preserve the intent of a naturalized buffer and grading of the landscape buffer lands. Fencing and retaining walls, for the purposes of grading are permitted (if needed).

A Reference Plan to the satisfaction of the City that delineates the landscape buffer lands to which the restrictive covenant noted in 5.c) i) will apply.

d) 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.

e) Submit a copy of the updated parcel register when survey plans are submitted for the preparation of the Subdivision Agreement.

f) Pay for the cost of lifting 0.3 metre reserves, as may be required.

g) Pay for the cost of dismissing/amending existing easements, as may be required.

h) Agree to amend any existing rights-of-way or mutual easement agreements for access and maintenance of both sides of the existing sound wall and berm as necessary.

i) Cause all walkways/golf cart paths within the subdivision to be fenced with min. 1.8m tall 9 gauge (pool grade) black vinyl chain link fence with top and bottom rail and paved.

j) Cause all POTL lots adjacent to Blocks 92 to 98 (i.e., containing stormwater easements), and all POTL lots adjacent to Conservation Halton hazard lands/setbacks, to be fenced with min. 1.8m tall 9 gauge (pool grade) black vinyl chain link fence with top and bottom rail.

k) Agree to provide, bollards, gates, signage, etc. within the subdivision at accesses to municipal easements for creek access, stormwater infrastructure, overland flow routes, etc., to be determined at the detailed design stage, to the satisfaction of the Director of Engineering Services.

l) Submit a Record of Site Condition acknowledged by the Ministry of Environment Parks and Conservation, for each development area (or one RSC that covers all areas), including copies of all supporting documents listed on the RSC, prior to development of the lands.

m) 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.

n) In the event that during ongoing subdivision and house construction the land is determined not to be suitable for the proposed use as a result of contamination, 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.

o) Agree to pay all costs related to the extension of services through City of Burlington road allowances and/or property owned by the City of Burlington as may be necessary to facilitate the proposed development. The costs 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.

p) Agree to submit a Geotechnical Study, for approval, and to implement the recommendations of the approved Geotechnical Study for subdivision servicing, road construction as well as house construction (including details for house construction on fill lots, and recommendations for sump pump systems due to high groundwater).

q) Agree to submit a Functional Servicing Report (including stormwater management), 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.

r) Agree to submit detailed servicing, grading and plan profile (private road) drawings, including details and general notes for approval and implementation. Retaining walls, where necessary, are permitted within the 6m landscape buffer as part of the proposed grading plans.

s) Agree to submit an Erosion and Siltation Control Plan, for approval, and implementation during all phases of construction, including servicing and building construction.

t) Agree to submit an overall Utility Coordination Plan, for approval and implementation, 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.

u) Agree to submit a pavement marking and street sign plan for approval and implementation, for each (private/common element) street.

v) Agree to submit a Construction Mobility and Management Plan for approval and implementation, including applying for and receiving the associated Municipal Consent Permits.

w) Agree that in areas where basements are to be constructed below the bedrock surface, methane gas monitoring will be carried out during excavation. If methane gas is encountered during excavation, gas venting systems may be required depending upon the gas concentration readings. A qualified professional will be required to provide a summary of inspections/gas monitoring and mitigation measures implemented on each lot prior to security release.

x) Prior to security release, provide written confirmation from a Qualified Person that all monitoring wells have been decommissioned in accordance with O. Reg. 903.

y) Agree to submit a private street Lighting and Photometrics Plan, for approval and implementation.

z) Agree to submit a Detailed Environmental Noise and Vibration Study, for approval, and to implement the recommendations of the approved Detailed Environmental Noise and Vibration Study.

aa) Agree to provide certification by an Acoustical Engineer that the builder's plans are in conformance with the approved recommendations of the Detailed 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.

bb) The Owner agrees that prior to the release of securities the noise consultant will confirm that the recommendations from the final noise study, as they pertain to noise mitigation fences and the like, have been implemented. Prior to the issuance of a building permit for any Lot or Block on Schedule "A," the noise consultant shall review the architectural drawings to determine appropriate glazing (determine required STC for glazing) and exterior wall construction with stamped and signed drawings certifying compliance with the approved noise report. Prior to **final release of securities**, once the dwellings are constructed, Lots 16-24 and 67-69 shall be inspected to ensure compliance for glazing and exterior wall certifying compliance with the approved noise.

cc) Agree that no stockpiling on, or use of, Municipal Rights-of-Ways for construction staging will be permitted without the written approval of the Director of Engineering Services.

dd) 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.

ee) 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.

ff) 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.

gg) 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, and buried infrastructure/servicing, if applicable.

hh) Agree to pay for any alterations to existing utilities, pavement and services that may be necessary to accommodate the proposed subdivision.

ii) Agree to complete all construction works, including but not limited to grading, servicing, retaining walls, roads, sidewalks and driveway locations, in accordance with the approved engineering drawings.

jj) Agree to install all servicing and utilities (including hydro) throughout the development underground.

kk) Agree to provide written certification by the Civil Engineering Consultant prior to final assumption of the subdivision that the municipal and private 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.

ll) Agree to provide written certification from the Lighting Consultant prior to final assumption of the subdivision that the private street lighting has been installed in accordance with the approved lighting drawings.

mm) 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.

nn) The Owner 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”):

    a. All “Canadian carrier” telecommunications service providers (as defined in subsection 2(1) of the Telecommunications Act);

    b. 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 agrees 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.

oo) Agree that foundation drainage shall discharge directly into the storm sewer either by gravity or sump pump installation, unless it can be demonstrated that surface outlet has clear conveyance to a swale and catch basin system, and not to a side yard. 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.

pp) 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.

qq) Agree to install and maintain temporary barriers across the entrances to the private streets after placement of base asphalt and prior to building permits being issued.

rr) Agree to construct the necessary fencing as shown on the approved engineering drawings, namely between all residential boundaries abutting either open space/creek blocks, ponds, parks, walkway blocks, school blocks or commercial blocks and business blocks abutting either open space/creek blocks or transit corridor block, if applicable.

ss) Agree to comply with the City Policy in effect at the time of subdivision registration with respect to "Site Conditions in Subdivisions":

tt) 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;

uu) 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;

vv) Agree to install "Illegal Dumping Prohibited" signs at all lots/blocks intended for future development;

ww) Agree to regrade and seed within 7 days, and cut weeds and remove debris within 48 hours, of a request by the City on any undeveloped lots or blocks as may be requested;

xx) 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, if applicable;

yy) 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;

zz) 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.

aaa) Agree to provide all new home purchasers in the subdivision with an information brochure containing information on the ecological value and function of natural areas within the community to be preserved and appropriate stewardship behavior such as domestic pet control, no debris/dumping. No vegetation removal, etc.

bbb) Agree to make available to all purchasers a copy of the City of Burlington "Information Sheet for New Home Buyers."

ccc) Agree to display copies of the signed engineering drawings (including the "Utility Coordination Plan, and Landscape Plans") in the sales office when they become available, for the information of purchasers.

ddd) Agree to display a copy of the approved draft plan and draft plan conditions in the sales office for the information of purchasers.

eee) Agree to provide copies of the draft plan conditions for the review of purchasers, if requested.

fff) Agree to provide and pay for storm sewer video inspection of the municipal storm sewers that the proposed development areas will connect to, to confirm they are in good clean working condition, prior to connection, if not, remedial works would be at the cost of the Owner/Developer. An after video will also be required, prior to security release. All videos shall be to the current City standard.

ggg) Agree to provide and pay for storm sewer video inspection of the municipal storm sewers fronting the development areas, and within the private development areas, as per the current City standard, after installation, and again prior to surface course asphalt placement, before securities are released.

hhh) Agree to provide and pay for (passing) mandrel testing for all municipal pvc storm sewers fronting the development areas and for pvc storm sewers within the private development areas, after construction, and again prior to surface course asphalt placement, prior to security release.

iii) The Area A and B Condominium Corporations agree to regularly inspect and maintain the overland flow routes on Blocks 92 through 98 inclusive, to ensure they are in accordance with the approved plans and City standards and indemnify the City of Burlington from any liability or maintenance costs associated with the overland flow routes within the condominium/POTL lands. A warning clause shall be included in the Condominium Declaration to this effect.

jjj) Provide written confirmation from Canadian National Railways for works within the CNR setback/easement prior to servicing approval.

kkk) Obtain Ministry of the Environment, Conservation and Parks Environmental Compliance Approval (ECA) for the (new) proposed outlet(s) to Appleby Creek.

lll) Provide confirmation of Conservation Halton permit for works within the regulated area(s) prior to servicing approval.

mmm) The golf course Owner agrees to provide an Irrigation Water Management Report, approved by MECP supporting the use of an offline pond, for irrigation purposes.

6. Complete the following to the satisfaction of the Director of Engineering Services and 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 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 with a clearance letter from Burlington Hydro Incorporated when its requirements have been met.

7. The Owner shall complete the following to the satisfaction of the Manager of Parks Design and Construction:

a) Agree that upon registration of the subdivision, the Owner shall convey to the City parkland pursuant to the provisions of the Planning Act and the City's associated parkland dedication By-law. Any under dedication of parkland shall be compensated as cash in lieu of parkland paid to the City.

8. Prior to executing the Subdivision Agreement, the Owner shall complete the following to the satisfaction of the Manager of Parks Design and Construction:

a) Coordinate with the City on the development of a Park Concept Plan to determine program options and locations of servicing in coordination with hard surfacing. Work on the park plan can commence following the submission of an AutoCAD plan from the Owner to the City. Upon completion, the plan will be shared with the Owner to implement/coordinate grading, servicing plans and utility coordination plans.

b) The Owner will be responsible for the design of the required park base conditions as determined by the City at the sole cost of the Owner. The park base conditions shall include:

i. Coordination, and implementation of the recommendations of the approved the Arborist Report(s), Tree Preservation Plans and any other associated documents.

ii. Coordination with the approved engineering drawings and all other associated approved drawings to ensure all proposed private infrastructure (e.g., utilities, utility cabinets, servicing, fire access or turn-around lanes) remain outside Park Block 103.

iii. Grading within Park Block 103 resulting in a minimum 2% slope to ensure adequate drainage. The Owner agrees that any grading or drainage requirements for the subdivision infringing on Park Block 103 requires the written approval of the Executive Director of Engineering Services, prior to commencement of the works.

iv. Coordination, supply and installation of all proposed park catch basins with a minimum 3 levels of 2" (50mm) concrete rings. Proposed catch basins and storm sewers must be located on future City-owned lands or within the City rights-of-ways.

v. Coordination, supply and installation of all servicing to Park Block 103 in accordance with City and Region standards including:

a. Appropriately sized storm sewer connection(s) with one or more catch basin(s);

b. Appropriately size culvert(s).

vi. Coordination, supply and installation of all engineered fill and all backfill material used to grade Park Block 103. All engineered fill and backfill material shall be compacted to City standards and shall be selected material from excavation or other sources for the use intended, unfrozen and free of rocks larger than 75 mm, cinders, ashes, sods, refuse or other deleterious materials.

vii. Coordination and installation of approved finished elevations of Park Block 103. Approved elevations are to include a minimum 30 cm topsoil depth and match the proposed finished grade at all property lines for all abutting land uses.

viii. Where parkland, natural heritage features, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands, supply and installation of permanent chain link fencing, noise walls, privacy fencing or alternative approved fencing consistent with City standards.

ix. Coordination, supply and installation of temporary post and page wire fencing with gate access points along the perimeter of Park Block 103 where it abuts road allowances or other potential access points, to prohibit access to such lands until such time as parkland improvements proceed. Page wire fencing and all components are to be inspected regularly and kept in good working order until assumption. If the construction of the park by the City is planned beyond the date of assumption, the City will accept maintenance responsibilities of the fence and/or erosion control measures.

c) Submit detailed cost estimate(s) that relate to the Park Drawings for approval and sign-off by the City.

d) Ensure all approved submission documents reflect no community mailboxes located within Park Block 103 or within adjacent boulevards.

e) Submit a Phase One Environmental Site Assessment (ESA) that includes Option 1 park block and Option 2 park block and certify it is prepared in accordance with Ontario Regulation 153-04 (as amended). The Owner shall implement at their expense the recommendations of the Phase One Environmental Site Assessments including the undertaking of a Phase Two ESA and/or preparation and implementation of a remediation plan, if such

work is recommended. The Owner shall be responsible to pay for all costs associated with the preparation of the plan and associated implementation. Any required ESA/Remedial Plan should not contain a limitation upon the right of the City to rely upon it and/or the information contained therein.

9. Prior to tree removals, site grading site servicing or other site alterations, the Owner shall complete the following to the satisfaction of the Manager of Parks Design and Construction:

   a) enter into any applicable agreement(s) or permit(s) with the City,

   b) post all necessary securities and pay all necessary fees as required by the City, and

   c) obtain the necessary clearances for all other applicable draft plan conditions associated with the agreements.

   d) the Owner shall remove from the City owned Park Block (Block 103) any existing intrusions and/or structures and restore the lands to the satisfaction of the City. This includes, but is not limited to, the removal of tile drains, culverts, irrigation, structures, fences, construction materials, debris and refuse.

   e) the Owner shall provide the necessary information for the City to confirm the total caliper measurement associated with proposed tree removals in order to determine the final count of replacement trees required to facilitate the development.

10. The following clauses shall be included in the Subdivision Agreement to the satisfaction of the Manager of Parks Design and Construction:

   a) The Owner will be responsible for the construction and installation of the required park base conditions as per the approved design at the sole cost of the Owner.

   b) Upon completion of the grading and servicing works and prior to application of topsoil, the Owner shall provide the City at their expense with post-grading geotechnical soil tests, and a topographic survey that meets City requirements, confirming that the grading and servicing of Park Block 103 are consistent with the approved plans. The Owner shall consult with the City regarding the parameters and quantity of geotechnical soil tests, prior to commencement.

   c) The Owner shall provide topsoil on Park Block 103 to City standards as per the approved plan(s). Prior to application of the topsoil, the Owner will conduct and provide the City with the results of a topsoil fertility analysis and topsoil depth verification confirming that the topsoil to be applied to the park

meets City standards. The Owner shall consult with the City regarding the quantity of samples required for topsoil analysis and depths. If amendments are required of the topsoil, a pre-and-post testing analysis report shall be provided. Following application of the topsoil to Park Block 103, the Owner will provide the City with a finished grade topographical survey consistent with City requirements.

d) The Owner shall be responsible to sod and/or seed Park Block 103 as directed by the City. The Owner shall consult with the City prior to site alteration on the requirements of seeding vs sodding. All seeding and/or sodding shall be at the Owner's expense.

e) The Owner shall be responsible to design and install a sign on Park Block 103 notifying residents of the future park planned for the site and include language that no dumping is permitted on the future park lands. The Owner shall inspect and maintain the sign until formal acceptance of the subdivision by the City.

f) The Owner shall be responsible to maintain Park Block 103 including grass cutting and debris removal until park construction commences or until time of Assumption by the City, whichever occurs first.

g) The Owner agrees that no stockpiling of material or construction staging shall occur on Park Block 103 without the written approval of the Executive Director of Engineering Services. Such approval will stipulate timing of removal of all material from Park Block 103 for the construction of the park. Such approval shall also require posting of applicable securities based upon an approved cost estimate provided to by the Owner at their expense to the satisfaction of the City.

11. Prior to registration, the following clauses shall be included in the Subdivision Agreement to the satisfaction of the Manager of Parks Design and Construction:

a) Prior to parkland dedication and conveyance of land to the City by the Owner, the following shall be submitted to the City:

i. A stamped and signed certification letter from the consulting Engineer verifying that the park base conditions have been implemented as per the approved park base condition requirements in conjunction with the Park Concept Plan.

The certification letter is to note as-built top of grate and pipe invert elevations for all catch basins and manholes. In addition, an Auto-CAD drawing is to be submitted showing the as-constructed survey of all finished (compacted) sub-grades, finished (topsoil) grades and servicing information overlayed on top of the proposed grading information. The drawing is to include 0.5m contour intervals and spot

elevations at key points on site (e.g., catch basin rim elevations, high point swales and ridges).

b) A Record of Site Condition, to ensure the proposed parkland is clean and free of contaminants prior to dedication.

The Record of Site Condition could be part of the larger development but must include the Park Block 103, Option 1 park block and Option 2 park block.

12. Prior to executing the Subdivision Agreement, the Owner shall complete the following to the satisfaction of the Manager of Parks Design and Construction:

a) The Owner shall submit detailed Landscape Construction Drawings to the satisfaction of the City, prepared and stamped by a full member of the Ontario Association of Landscape Architects (OALA) in good standing. The Landscape Construction Drawings shall be completed in accordance with the City of Burlington Official Plan, any associated secondary plans, City of Burlington Development Standards, general or site-specific Guidelines and industry best practices.

b) The Landscape Construction Drawings shall include, but are not limited to:
- landscaping and signage in and around the stormwater retention pond block,
- conceptual public street tree plantings,
- private street tree plantings,
- 6.0m rear yard landscape buffer planting,
- wetland vegetation,
- creek block vegetation,
- open space block vegetation,
- landscape island planting,
- compensation planting,
- screen planting
- trails (including any associated assets e.g., signs, fencing),
- measures to protect existing vegetation, permanent and during construction,
- fencing for the delineation between City and private owned lands.
- golf cart path relocation from Option 2 to be located fully within private property.

c) The Owner shall submit detailed cost estimate(s) that relate to the Landscape Drawings for approval and sign-off by the City.

d) The Owner shall be required to consult with the City's Parks Design and Construction Staff, alongside Stormwater Engineering and Park Maintenance Staff should the provision of trails and trail connections within

and/or adjacent to future City owned creek blocks and proposed streets be proposed through detailed design by the applicant. The Owner is to provide options and details of such trails for review and approval by way of the landscape drawings and detailed design process.

e) Prepare an Arborist Report and Tree Inventory and Preservation Plan, by a Certified Arborist to the satisfaction of the City. The report and plans shall document and inventory all existing trees (minimum 10cm dbh) within and adjacent to the subject lands (3.0m beyond property line) and provide an assessment of significant trees to be preserved, removed, or monitored together with the proposed methods of tree protection and preservation of endangered species and the removal of invasive species. The report shall be prepared in accordance with the City's guidelines and indicate if a subsequent hazard tree monitoring report is required.

f) The Owner shall submit detailed cost estimate(s) that relate to the Arborist Report and Drawings for approval and sign-off by the City.

g) Removal of trees on neighboring properties, or that are located on a shared property line (boundary trees) will require consent from the adjoining and/or adjacent Owner(s) in writing.

13. Prior to tree removals, site grading, site servicing or any other site alterations, the Owner shall complete the following to the satisfaction of the Manager of Parks Design and Construction:

a) enter into any applicable agreement(s) or permit(s) with the City,

b) obtain City Public Tree By-law 06-2013, as amended for removal or injury of city owned trees as where required.

c) post all necessary securities and pay all necessary fees as required by the City, and

d) obtain the necessary clearances for all other applicable draft plan conditions associated with the agreements.

14. The following clauses shall be included in the Subdivision Agreement to the satisfaction of the complete the following to the satisfaction of the Manager of Parks Design and Construction:

a) From the start of site grading until formal assumption by the City, the Owner shall be responsible for ongoing maintenance, repairs and replacements of future owned City assets (e.g., trails, stormwater facilities, open space areas) that are on all future City owned lands. Examples of maintenance includes debris removal, grass cutting, etc. and must be to the satisfaction of the City.

b) Prior to assumption, the Owner shall implement the approved Landscape Construction Drawings, at the sole cost of the Owner, to the satisfaction of the City.

c) Prior to assumption, the Owner shall submit a final certification from the same Landscape Architect who is a full member of the Ontario Association of Landscape Architects (OALA) in good standing, confirming that all deficiencies have been addressed. Certification shall be accompanied with as constructed drawings and all applicable certifications, to the satisfaction of the City.

d) All landscape works to be warrantied minimum two years after substantial completion or at time of assumption, whichever is later.

e) The Owner's Certified Arborist to carry out, or cause to carry out, in a timely manner, the recommendations set out in the Arborist Report(s), Tree Preservation Plans and any other associated documents (i.e., Public tree By-law) to the satisfaction of the City. The consultant is required to certify in writing, that the tree preservation fencing has been installed and contact city staff for inspection and approval prior to injury and/or removal(s).

f) Upon completion of the implemented works, the consultant is required to certify in writing that the removals have been completed as per the approved Arborist Report(s), Tree Preservation Plans and any other associated documents.

g) An additional certification from the same Certified Arborist shall be required prior to assumption, confirming that any long-term requirements and recommendations (e.g., mitigative measures) in the report(s), plan(s) and document(s) have been carried out, to the satisfaction of the City.

h) In the event that trees, vegetation, or environmentally significant features are removed or altered without the written consent of the City, the Owner shall restore the lands and/or provide compensation to the satisfaction of the City.

i) It is the sole responsibility of the Owner for ongoing maintenance and repairs to tree protection fencing to the satisfaction of the City.

j) Tree protection fencing and associated measures are to be inspected daily by the Owner or Owner's designate when there is active construction in proximity to trees, with all noted deficiencies rectified within 24 hours to the satisfaction of the City. All tree protection fencing, and tree protection measures are to remain in place on site until written permission for removal is granted by the City.

15. The Owner and (future) Condominium Corporations(s) and their residents and visitors, covenants and agrees to indemnify and save harmless the City from any losses, damages, claims, actions, demands, suits, costs , or any other liability which may arise from the golf course operations inclusive of golf course operations, maintenance, repair, movement of motorized or other golf carts, golf course maintenance vehicles using the public road allowance at grade crossings, nuisance, trespass including damage caused by golf balls and the activities of golfers, noise or other inconvenience. This clause shall also be included in the Condominium Declaration(s).

16. The Owner covenants and agrees to do the following in relation to the golf course, at its expense and to the satisfaction of the Director of Engineering Services:

    a) Provide fencing on the common lot lines between the residential lots and the golf course, where required;

    b) Make adjustments to the golf course at the Owner's expense should problems related to grading and drainage of the golf course occur once the changes to the golf course are completed adjacent to Area C and D Physical changes to grading and drainage of the remaining golf course lands after development, may require a Site Alteration Permit or Site Plan Application. Any works within the Conservation Halton regulated area requires a Conservation Halton permit.

    c) As there are potential inconveniences and risks associated with lots abutting the golf course within Areas C and D, including the following warning clause advising of potential inconveniences and risks related to the golf course in all Offers of Purchase, Agreements of Sale and Purchase or Lease and Reservation Agreements, and within the Condominium Declaration, for any Lot abutting the golf course:

        "Purchasers are advised that because their Lots back onto, front or flank an operating golf course they may be inconvenienced by golfers, golf balls entering onto their property, nuisance including nuisance from golf course maintenance and early morning golf play. The Owner and Purchasers covenant and agree that they will not object to the City or make any claims against the City with respect to problems related the golf course. Further, the Owner and Purchasers and (future) Condominium Corporations covenant and agree to save harmless, release, discharge and quit claim the City from any losses, damages, claims, actions, demands, suits, costs, compensation, injurious affection, interest or any other liability as a result of any noise, nuisance, trespass or other inconvenience resulting from the golf course."

    d) Provide adequate signage and appropriate design of all proposed golf cart crossings of the roadways to the satisfaction of the Director of Transportation Services and Director of Engineering Services.

17. The Owner agrees that no blasting for construction/servicing shall be permitted.

18. The Owner shall complete the following to the satisfaction of the Director of Engineering Services,

a) Agree to include the following 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, and within the Condominium Declaration, 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 common element, the City’s road allowance or on easements.”

ii. “Purchasers/tenants are advised that a drainage swale may exist across the rear or flankage 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 Millcroft Park Drive is a public transit route, and that bus stops, and passenger shelters may be located adjacent to any property along this route.”

iv. “Purchasers/tenants are advised that due to high groundwater levels, houses may have been constructed with oversized sump pits, dual sump pump systems, battery backup, etc., as per the Geotechnical Engineers recommendations, and despite mitigation measures, sump pumps may run continually.”

b) Agree to make provisions in all Offers, Leases and Reservations Agreements and in the Condominium Declaration, inserting the necessary environmental noise and vibrations warning clauses of the approved Environmental Noise and Vibration Study, including but not limited to the following:

i. All Lots within 300 metres of the railway lands:

“Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or

claims arising from use of such facilities and/or operation son, over or under the aforesaid rights-of-way."

ii. Lots 17-29 and 66-69

"Purchasers are advised that due to the proximity of the adjacent commercial/institutional facilities, sound levels from these facilities may at times be audible."

iii. Lots 1 to 69:

"Purchasers/tenants are advised that the above ground inspection and maintenance costs for Blocks 92 through 98 are the responsibility of the Condominium Corporation, to ensure overland flow routes are maintained in accordance with the approved plans and to City of Burlington standards." The City of Burlington would be responsible for inspection and maintenance of the underground storm sewer infrastructure that provides an outlet for the drainage from municipal rights-of-way. If maintenance of the underground storm infrastructure that provides an outlet for a municipal right-of-way within the easement is required, the surface restoration would be the Condo Corporation(s) responsibility."

iv. Lots 18 to 29:

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road and rail traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. The acoustical barrier as installed shall be maintained, repaired or replaced by the Owner (condominium corporation) Any maintenance, repair or replacement shall be with the same material, to the same standards and having the same colour and appearance of the original."

v. Lots 16 to 22 and Lots 67 to 69 inclusive:

"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks." (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MECP publication NPC-216, as applicable)

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road and rail traffic may occasionally interfere with some

activities of the dwelling occupants as the sound levels exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks."

vi. Lots 14, 15, 23 to 30, 47, 48 and Lots 64 to 66, and Lot 84:

"This dwelling unit has been fitted with a forced air heating system and the ducting etc., was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the noise criteria of the Municipality and Ministry of the Environment, Conservation and Parks. (Note: the location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MECP publication NPC-300 as applicable)."

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road and rail traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the noise criteria of the Municipality and the Ministry of the Environment."

vii. Lots 17 to 29:

"Purchasers are advised that the construction of elevated decks within their yards may compromise the effectiveness of the noise mitigation measures and controls which have been established within the subdivision for their lots."

c) Include in all offers of purchase and sale and within the Condominium Declaration, for all residential lots (parcels of tied land) abutting Block 103, the following warning clause:

"Purchasers/tenants are advised that Block 103 will be used for general passive public recreation and leisure uses."

d) Include in all offers of purchase and sale and within the Condominium Declaration for all residential lots (parcels of tied land) with balconies, the following warning clause:

"Purchasers/tenants are advised that the balconies of each unit are less than 4.0m deep and are not the only outdoor living area provided for the unit, therefore are not required to have mitigation measures installed for noise as per NPC-300. Sound levels due to road/train traffic, increasing road/train traffic and no mitigation measures may interfere with some activities of the dwelling occupants use of their balcony."

19. The Owner shall complete the following to the satisfaction of the Manager of Parks Design and Construction:

    a) Agree to include the following 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, and within the Condominium Declaration, for all residential units:

        i. “Purchasers and/or tenants are advised that publicly owned open spaces and natural features will be left in a naturally vegetated condition. In accordance with O. Reg.41/24, these areas will not be manicured and shall receive minimal maintenance. Uses such as private picnics, barbequing, garden areas, storage of materials, dumping of refuse, snow storage or erection of structures, etc. shall not be permitted on these lands.”

        ii. “Purchasers and/or tenants are advised that unauthorized encroachment onto natural heritage and vegetative protection blocks shall not be permitted. Furthermore, vehicle and machinery access through the natural heritage and vegetative protection blocks shall not be permitted.”

        iii. “Purchasers and/or tenants are advised that trees planted on public property are City owned assets and are regulated under the City’s Public Tree By-law (06-2013), as amended. Planting of trees on public property by the purchaser and/or tenant is prohibited and subject to enforcement under the City’s Public Tree By-law. No decorative or hard landscaping in permitted in the municipal boulevard.”

        iv. Purchasers and/or tenants of Lots 1 to 18, 30 to 67, 70 to 76 and 81-90 (hereinafter the “landscape buffer lands”) are advised that a restrictive covenant satisfactory to the City against the 6-metre-wide landscape buffer contained within the rear yard of these lots is required. The restrictive covenant prohibits encroachments over the landscape buffer lands, including but not limited to, hard surfacing and addition of structures (i.e. no backyard trampolines, play structures, equipment, sheds, etc.) and shall prohibit changes to the existing trees and preserve the intent of a naturalized buffer and grading of the landscape buffer lands. Fencing and retaining walls, for the purposes of grading are permitted (if needed). Trees within the landscape buffer lands shall be subject to the City of Burlington Private Tree By-law for alteration and/or removal.

        v. “Purchasers and/or tenants are advised that street tree planting (if required) is a requirement of the subdivision agreement and will be completed by the City after formal assumption is granted. The City of Burlington will not accept requests for changes to tree species, sizes or the elimination of any planting. The locations of utilities, driveways, and associated setbacks may cause landscape modification or deletions within the right-of-way and upon City owned lands. Purchasers and/or tenants are advised to confirm with

the City of Burlington for proposed final locations of plant material and landscape features.

vi. “Purchasers and/or tenants are advised that existing trees retained on private residential lots are the sole responsibility of the lot Owner and/or tenant to maintain. These trees shall be subject to the City of Burlington’s Private Tree By-law for alteration and/or removal.”

vii. “Purchasers and/or tenants are advised that trail development may occur in the Natural Heritage System Block and/or other areas as deemed appropriate by the City.”

viii. “Purchasers and/or tenants are advised that chain link (or approved equal) fencing along the lines of Lots and/or Blocks abutting publicly owned lands is a requirement of the Subdivision Agreement. All required fencing, with the exception of noise fence and privacy fence, shall be constructed with all fencing materials, including foundations, entirely on public property as shown on the approved construction drawings. The fencing installed shall not be altered in any way, including the addition of gates. Any costs to repair modifications will be the responsibility of the Owner.”

20. The Owner shall complete the following to the satisfaction of the Director of Transportation Services:

a) Agree to include the following 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, and within the Condominium Declaration, for all residential units:

i. “Purchasers/tenants are advised that a 1.5-metre concrete sidewalk may be constructed adjacent to the property line and that this may limit the parking space in front of the unit to one vehicle in the driveway between the garage and sidewalk.”

ii. “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. Purchasers/tenants are advised that City of Burlington Parking and Idling By-Law standards do not permit parking on any public street between 1 am and 6 am or beyond 5 hours.”

21. The Owner shall complete the following to the satisfaction of the Canadian National Railways (CN):

    a) The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way:

        i. “Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.

22. The Owner shall complete the following to the satisfaction of the Director of Community Planning:

    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 the issuance of draft approval, provide proposed street names for all streets in the plan.

23. The Owner shall complete the following to the satisfaction of the Director of Transportation Services:

    a) Dedicate to the Region a daylight triangle at the intersection of Upper Middle Road and Country Club Drive with the ultimate measurements of a 15 m x 15 m triangle with an approximate hypotenuse of 21 m.

    b) Submit for approval a Transportation Impact Study, and implement the recommendations of the approved Traffic Impact Study.

    c) Submit written confirmation the Region have reviewed and approved the Transportation Impact Study.

    d) Design, secure for, and install infrastructure improvements, including an updated works cost estimate, based on the findings of the Transportation Impact Study and/or Transportation Services requirements.

e) Submit for approval a pavement marking, parking, and street sign plan, for each, private/common element street, including but not limited to all existing and proposed above ground utilities such as fire hydrants, poles, and Canada Post Community Mailbox locations.

f) Submit for approval a pavement marking, parking, and street sign plan, for each public street, including but not limited to all existing and proposed above ground utilities such as fire hydrants, poles, and Canada Post Community Mailbox locations.

g) Install temporary street name, stop signs and other traffic control measures 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 installations have been completed by the City.

h) Submit an overall Utility Coordination Plan, for approval and implementation, addressing the location (shared or otherwise), timing and phasing of all required utilities (on-grade, below-grade, or above-grade), including street lighting, 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.

i) Submit for approval Street Lighting Photometric Drawings, Temporary Photometric and Electrical Drawings and final Electrical Drawings, for the public rights-of-way affected by this development.

j) Should the development be phased; a phasing plan be submitted prior to the registration of the first phase of subdivision and must indicate the timing and sequence of development for each phase and include securities to guarantee the implementation of the plan.

k) Submit for approval plans showing all golf cart and pedestrian crossings of public and private streets including but not limited to design, signage, Street Lighting Photometric Drawings, Temporary Photometric and Electrical Drawings and final Electrical Drawings.

l) Submit for approval Private Property Parking and Fire Route Signage plans.

m) Deposit the Transportation Services securities identified in the Second Schedule of the subdivision agreement.

n) Provide a cash deposit to be used by the City for contracted or in-house expenses for dealing with non-compliance with City requirements and further agree that inspection staff time for invoicing on work undertaken will be charged at double the normal rate.

o) Submit for approval a Construction & Mobility Management Plan (CMMP), which includes but is not limited to:

i. Installation of temporary street lighting, street name, stop signs and other traffic control measures 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 installations have been completed by the City.

p) Prior to a full security release,

i. Dedicate to the City and/or the Region free of charge lands in accordance with the Fourth Schedule of the subdivision agreement.

ii. Inspection(s) of the completed Private Property Parking and Fire Route Signage works are necessary for a full security release. To arrange for an inspection of the installation please contact mike.weir@burlington.ca 905-335-7600 Ext 7906 (downtown area), kelly.hall@burlington.ca 905-335-7600 Ext 7560 (outside the downtown), or stephen.camm@burlington.ca 905-335-7600 Ext 7692.

iii. Inspection(s) of the completed Transportation Services works as set out in the agreed terms are necessary for a full security release. To arrange for an inspection please contact josip.kafadar@burlington.ca at 905-335-7600 Ext 7799 or steve.vrakela@burlington.ca 905-335-7600 Ext 7320.

iv. Submit written confirmation that warning clauses have been included in all Purchase and/or Lease Agreements and/or Condominium Declarations for any Transportation and Parking related items as set out in the agreed terms, prior to a full security release.

24. The Owner shall complete the following to the satisfaction of the Director of Engineering Services, 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.

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

a) The Owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the City's subdivision agreement, to be registered on title:

i. Prospective purchasers are advised that schools on sites designated for the Halton District School Board in the community are not guaranteed. Attendance at schools in the area is also not guaranteed. Pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area.

ii. Prospective purchasers are advised that school busses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton District School Board Transportation Services. Additional pick-up points will not be located within the subdivision.

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.

26. The Owner shall complete the following to the satisfaction of the Halton Catholic District School Board:

    a) The Owner agrees to place the following notification in all offers of purchase and sale for all lots/units and in the City's subdivision agreement, to be registered on title:

        i. Prospective purchasers are advised that the 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 be bused to existing facilities outside of 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 or 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.

27. The Owner shall agree to the following to the satisfaction of the Director of Engineering Services and the Canada Post Corporation:

    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 been 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.

28. The Owner shall provide to Enbridge Inc. the necessary easement and/or agreements required for the provision of gas services for this project in a form satisfactory to Enbridge Inc.

29. The Owner shall complete the following to the satisfaction of the Canadian National Railways (CN):

a) Safety setback of habitable buildings from the railway rights-of-way to be a minimum of 30 metres in conjunction with a safety berm. The safety berm shall be adjoining and parallel to the railway rights-of-way with returns at the ends, 2.5 metres above grade at the property line, with side slopes not steeper than 2.5 to 1.

b) Shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line.

c) Shall engage a consultant to undertake an analysis of noise (dwellings within 150 metres). At a minimum, a noise attenuation barrier shall be adjoining and parallel to the railway rights-of-way, having returns at the ends, and a minimum total height of 5.5 metres above top-of-rail. Acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre of surface area. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.

d) Ground-borne vibration transmission to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz and 200 Hz, ±3 dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.

e) Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.

f) Shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.

g) Shall enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.

h) Shall be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN.

30. The Owner shall complete the following to the satisfaction of Trans Canada Pipelines (TCPL):

a) No buildings or structures shall be installed anywhere on TCPL's right-of-way. Permanent buildings and structures are to be located a minimum of 7 metres from the edge of the right-of-way. Temporary or accessory buildings are to be located a minimum of 3 metres from the edge of the right-of-way.

b) A minimum setback of 7 metres from the nearest portion of a TCPL pipeline right-of-way shall also apply to any parking area or loading area, including any parking spaces, loading spaces, stacking spaces, bicycle parking spaces, and any associated drive aisle or driveway.

c) Written consent must be obtained from TCPL prior to undertaking the following activities:
- Constructing of installing a facility across, on, along or under a TCPL right-of-way. A facility may include, but is not limited to: driveways, roads, access ramps, trails, pathways, utilities, berms, fences/fence posts;
- Conducting a ground disturbance (excavation or digging) on TCPL's right-of-way or within 30 metres of the centreline of TCPL's pipeline (the "Prescribed Area");
- Driving a vehicle, mobile equipment or machinery across a TCPL right-of-way outside the travelled portion of a highway or public road;
- Using any explosives within 300 metres of TCPL's right-of-way; and
- Use of TCPL's Prescribed Area for storage purposes.

d) during construction of the site, temporary fencing must be erected and maintained along the limits of the right-of-way by the Owner(s) to prevent unauthorized access by heavy machinery. The fence erected must meet TCPL specifications concerning type, height and location. The Owner is responsible for ensuring proper maintenance of the temporary fencing for the duration of construction.

e) Permanent fencing may be required along the limits of TCPL's right-of-way. The fence erected must meet TCPL's and the municipality's specifications concerning type, location, and height. Any excavations for fence posts on, or within 30 metres of the pipeline must be done by hand or hydro vac. There shall be no augers operated on the right-of-way. The Owner shall

notify TCPL 3 business days prior to any excavation for fence posts located on or within 30 metres of the pipeline. All fences made of metallic materials must be approved by TCPL prior to being erected on or within 30 metres of the pipeline.

f) Storage of materials and/or equipment on TCPL's right-of-way is not permitted.

g) Planting and Vegetation Plans will minimize vegetation on TCPL's right-of-way and ensure:

- A 5 metre wide, continuous access way is provided on each side of the pipeline within the right-of-way;
- TCPL's right-of-way is seeded with Canada #1 seed;
- No portion of a tree or shrub (including the canopy) at the time of maturity encroaches within 5 metres of the edge of TCPL's facilities;
- No trees or shrubs that will reach a height greater than 4 metres are planted within the right-of-way;
- Tree roots do not interfere with or cause damage to the pipeline.
- A minimum 10 metre separation is established between all groups of trees/shrubs. A group may consist of no more than 5 trees/shrubs; and
- Where high-pressure gas is contained within an enclosed building (such as a metre station or building housing a compressor plant), trees and shrubs should be separated from the building by a minimum of 30 metres.

h) Sidewalks/Pathways may be permitted within the right-of-way but must:

- Not exceed 3 metres in width;
- Maintain a minimum separation of 5 metres from the edge of the facility at all points where the pathway travels along the same direction (i.e., paralleling) as the facility within the right-of-way;
- Cross TCPL's pipeline as close to 90 degrees as possible, but no less than 45 degrees;
- Limit crossings to 1 per city block (approx. 200 metres)
- Use company supplied signage for crossings installed by a Third Party; and
- Have expansion joints installed 3 metres on either side of TCPL's pipeline(s) if the pathway is cement or asphalt.

i) Original depth of cover over the pipelines within TCPL's right-of-way shall be restored after construction. This depth of cover over the pipelines shall not be compromised due to rutting, erosion or other means.

j) Facilities shall be constructed to ensure drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover

over the pipelines does not occur. Catchment basins, drainage swales or berms are not permitted within TCPL's right-of-way.

k) Should pooling of water or erosion occur on the right-of-way as a result of any facility installation or landscaping, the Owner will be responsible for the remediation to TCPL's satisfaction.

l) Any large-scale excavation adjacent to the right-of-way, which is deeper than the bottom of the pipe, must incorporate an appropriate setback from TCPL's right-of-way and must maintain a slope of 3:1 away from the edge of the right-of-way.

m) Mechanical excavation within 1.5 metres of the edge of TCPL's pipeline is prohibited. Hand or hydrovac excavation must be utilized within this distance.

n) In no event shall TCPL be held liable to the Owner respecting any loss of or damage to the Owner's Facility which the Owner may suffer or incur as a result of the operations of TCPL. The Owner shall be responsible for all costs involved in replacing the Owner's Facility damaged or removed during TCPL's operations and shall indemnify and save harmless TCPL from all actions, proceedings, claims, demands and costs brought against or incurred by TCPL as a result of the presence of or damage to the Owner's Facility on the TCPL right-of-way.

o) Vehicle barriers, of a design acceptable to TCPL or as may be required by law, shall be installed across the width of the right-of-way, where public roads cross the right-of-way. The location of these barriers must be approved by TCPL.

p) All display plans in the lot/home sales office shall identify the TCPL pipeline right-of-way corridor within the proposed linear park block(s).

q) The Owner shall include notice of the following in all offers of purchase and sale:

- Notice of the easement agreement registered against the property which may affect development activities on the property;
- Notice of the 30 metre Prescribed Area as regulated by the CER Act;
- The number of high-pressure natural gas pipelines within the easement and the location of the easement in relation to the development;
- The setback for all permanent structures and excavations from the limits of the right-of-way; and,
- The local One Call number 1-800-400-2255 or www.clickbeforeyoudig.com.

r) TCPL's prior approval must be obtained for the Site Plans for the permanent structures to be erected on lots and/or Blocks which are encumbered by or are adjacent to TCPL's right-of-way.

s) In the event that TCPL's pipelines experience contact damage or other damage as a result of construction, stop work immediately and notify TCPL at once.

t) All associated work, signage or any other engineering protection measures must be completed by TCPL or its qualified contractors at the sole expense of the Owner. The complete scope of work that may be required is subject to other conditions that may be necessary related to a finalized design that is approved by TCPL. Additionally, prior to TCPL or its contractors conducting any associated work, TCPL and the Owner must execute a reimbursement agreement, including financial assurances, which provides that the entire cost of conducting this associated work is 100% reimbursable to TCPL.

31. The Owner shall complete the following to the satisfaction of Bell Canada:

a) The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

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.

32. The Owner shall complete the following to the satisfaction of Halton Region:

a) That prior to registration the Owner is required to provide digital copies of the registered plan of subdivision in AutoCAD 2012 or later version with the following coordinate system NAD 83 / UTM Zone 17 to the Regional Municipality of Halton and the City of Burlington.

b) Prior to registration, the Owner shall submit to the City of Burlington digital copies of the final draft plan of subdivision along with applicable Land Registry Office Appendix D form for sign off. Upon acceptance, the City will forward these materials to the Region of Halton for final sign off.

c) The Owner agrees that should the development be phased, a phasing plan shall be submitted prior to registration of the first phase. The phasing plan will indicate the sequence of development, the land area in hectares, the number of lots and blocks for each phase and the proposed use of all blocks including the proposed number of units, the specific lots to be developed,

site access to each phase, grading and the construction of public services. The phasing must be reflected in all engineering reports.

d) The Owner agrees, if imported fill is to be used within the proposed subdivision limits and external works that service this subdivision, the Owner is responsible for its environmental quality and must provide to the satisfaction of Halton Region, documentation to certify that all fill material meets applicable MECP standards as per Ontario Regulation 153/04 and/or O. Reg. 406/19.

e) The Owner should obtain authorization from the Department of Fisheries and Oceans (DFO) for the Harmful Alteration, Disruption or Destruction of Fish Habitat, pursuant to the Fisheries Act, where necessary, and provide a copy of such correspondence/authorization to the satisfaction of the Region of Halton.

f) That the Owner should obtain authorization of the Ministry of the Environment, Conservation and Parks (MECP) and/or Ministry of Natural Resources and Forestry (MNRF) to capture, handle and relocate fish and other wildlife that may be encountered in Appleby Creek and pond, and provide a copy of such correspondence and authorization to the satisfaction of the Region of Halton.

g) That the final Landscape/Restoration Plan for lands within the Natural Heritage System comprised of native species and is compatible with the surrounding Natural Heritage System, consistent with the Scoped Environmental Evaluation Report (December 2023), to the satisfaction of the Region. As part of the Landscape/Restoration Plan, wildlife habitat such as turtle nesting areas within Area A watercourse corridor landscape design should be considered to improve habitat availability within Appleby Creek and pond.

h) That the final Landscape/Restoration Plan for lands within the Natural Heritage System comprised of native species and is compatible with the surrounding Natural Heritage System, consistent with the Scoped Environmental Evaluation Report (December 2023), to the satisfaction of the Region. As part of the Landscape/Restoration Plan, wildlife habitat such as turtle nesting areas within Area A watercourse corridor landscape design should be considered to improve habitat availability within Appleby Creek and pond.

i) That the Owner agrees that those lands that are to be graded within the Natural Heritage System for the alteration of the regulated floodplain in accordance with the final Grading Plan and will be restored as identified in the final Landscape/Restoration Plan and in accordance with the Scoped Environmental Evaluation Report (December 2023), to the satisfaction of the Region of Halton.

j) That the Owner submits a final trail design for Area A that is consistent with the Scoped Environmental Evaluation Report (December 2023) and the Regional Official Plan to the satisfaction of the Region of Halton.

k) That the Owner submits the construction drawings for the two stormwater management outlets in Block 91 that are consistent with the Scoped Environmental Evaluation Report (December 2023) and the Regional Official Plan to the satisfaction of the Region of Halton.

l) That the Owner agrees to construct the proposed wetland in Area A in accordance with the Scoped Environmental Evaluation Report (December 2023), to the satisfaction of the Region of Halton.

m) That the Owner agrees to develop and implement an adaptive monitoring plan for the proposed Natural Heritage System in Area A in accordance with the Scoped Environmental Evaluation Report (December 2023), to the satisfaction of the Region of Halton.

n) That the Owner agrees, that all maintenance access for retaining walls must be accommodated outside of the Natural Heritage System in Block 91 of the Plan of Subdivision, to the satisfaction of the Region of Halton.

o) That the Erosion and Sediment Control measures are installed as per the Erosion and Sediment Control Plan (December 2023) prior to construction and be maintained in place to prevent the migration of sediment and debris into the natural areas during construction activities, to the satisfaction of the Region of Halton.

p) That the Owner agrees to implement the prescribed Environmental Monitoring Framework for the Restoration and Enhancement Plan Monitoring and Aquatic Community Monitoring as outlined in the Scoped Environmental Evaluation Report (December 2023), to the satisfaction of the Region of Halton.

q) That the Owner agrees that a fish community survey occur in years two and three post-construction. Monitoring reports should be provided to the Region and City.

r) That the Owner agrees to replace any plantings in Block 91 for a period of two years following date of planting, to the satisfaction of the Region of Halton.

s) The owner acknowledges and agrees to update the Transportation Impact Study (by C.F. Crozier & Associates dated February 2022) as follows and to the satisfaction of the Region of Halton:

i. Staff note that further revisions to the Study may be required should site statistics at Areas A - D be modified (upward) which may trigger or necessitate an update to the submitted February 2022 TIS report and require further Regional Review. Staff therefore reserve the right to review any updated traffic information and amend the comments and/or recommendations previously provided.

ii. Should any road improvements be identified resulting from proposed Areas A - D in an approved Transportation Impact Study, the applicant acknowledges and agrees to implement all road improvements identified as required to support the subdivision to the satisfaction of Halton Region. The owner is responsible for all costs associated with the improvements identified.

t) That the Owner submits an updated Noise Study prior to final approval of the Subdivision Agreement, including but not limited to, the installation of noise attenuation barriers, implementation of noise warning clauses etc., to the satisfaction of Halton Region.

u) That, the Owner agrees that noise mitigation barrier(s) will be required to mitigate the noise generated from adjacent roadways. Required noise barrier(s) shall be constructed by the owner at their cost, be located on private property and maintenance of the noise barrier(s) will be the responsibility of the owner.

v) The Owner agrees that any additional lands that are part of the subject property and have been identified as required for the future widening of Upper Middle Road (Regional Road 38) per a Municipal Class Environmental Assessment Study / Environmental Study Report shall be dedicated to the Regional Municipality of Halton for the purpose of road right-of-way widening and future road improvements.

w) The Owner agrees that all daylighting triangles must reference the ultimate Regional Road right-of-way limits and shall be dedicated to the Regional Municipality of Halton for the purpose of the road right-of-way widening and future road improvements, as follows:

i. A daylight triangle measuring 15m along Upper Middle Road and 15m along all Country Club Drive shall be dedicated to the Regional Municipality of Halton for the purpose of road right-of-way widening and future road improvements.

x) That the owner agrees, by entering into Subdivision Agreement(s), 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. These agreements are to be registered on title to the lands.

y) 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 agreements.

z) 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.

aa) 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.

bb) 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.

cc) 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.

dd) 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.

ee) 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.

ff) 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.

gg) 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.

hh) The owner shall agree that pre and post development storm water flows to the site and from the site to the existing drainage system on Upper Middle Road (Regional Road # 38) and Dundas Street (Regional Road # 5) are maintained both during and after construction, such that there are no adverse impacts to the existing system on Upper Middle Road (Regional Road # 38) and Dundas Street (Regional Road # 5), to the satisfaction of Halton Region’s Development Project Manager.

ii) The owner shall ensure that the grading works on the site will match up with the existing elevation at the property line with Upper Middle Road (Regional Road # 38) and Dundas Street (Regional Road # 5) and also ensure that grading operations will not encroach on the existing right-of-way unless approved by the Region.

jj) The owner shall provide the subdivision with a looped water system to help ensure a safe, secure and reliable water supply. This can be accomplished with two or more feeds from the Region's water supply. Should the connection points not be readily available adjacent to the site then the owner will be required to extend watermains to the site for this purpose, if required as determined through the detailed engineering submission.

kk) The owner acknowledges that while their Functional Servicing Report, Urbantech Consulting, Revised April 2022, has been prepared in support of the re-zoning and subdivision applications, 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.

ll) That the Owner agrees to implement design requirements for all private roads to accommodate Regional Waste collection, designed in accordance with the Development Design Guidelines for Source Separation of Solid Waste, to the satisfaction of the Region of Halton.

mm) 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.

nn) 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.

oo) 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.

pp) Prior to signing the final plan, the Director of Community Planning shall be advised by Halton Region that conditions outlined herein have been carried out to the satisfaction of Halton Region with a brief but complete statement detailing how each condition has been satisfied.

NOTES:

a) The Owner will be required to pay all applicable Regional development charges in accordance with the Region of Halton Development Charges By-law(s), as amended. If a subdivision (or other form of development) agreement is required, the water, wastewater and road portions of the Regional development charges are payable upon execution of the agreement or in accordance with the terms and conditions set out in the agreement. In addition, commencing January 1, 2017 every owner of land located in Halton Region intended for residential development will be subject to the Front-ending Recovery payment. Residential developments on lands located in Halton Region that prior to January 1, 2017 are part of a Regional allocation program, or have an executed Regional/Local Subdivision or consent agreement, or have an executed site plan agreement with the Local Municipality, or received a notice in writing from the Local Municipality that all requirements under the Planning Act have been met, or obtained a building permit are not subject to the Front-ending Recovery Payment.

The above note is for information purpose only. All residential development applicants and every owner of land located in Halton Region assume all of

the responsibilities and risks related to the use of the information provided herein.

Please visit our website at www.halton.ca/developmentcharges to obtain the most current development charge and Front-ending Recovery Payment information, which is subject to change.

b) Fees are required by Halton Region for each extension to draft approval and for major revisions to the draft plan or conditions.

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

33. The Owner shall complete the following to the satisfaction of Conservation Halton:

General:

a) That the Owner agrees to redline revise/update the draft plan, as necessary, to address the conditions listed below, to the satisfaction of Conservation Halton, Region of Halton and the City of Burlington.

Prior to Pre-Grading or Pre-Servicing:

b) That the Owner agrees to revise/update the **Scoped Subwatershed Study** to reflect comments from Conservation Halton dated October 30, 2023, and agrees to implement all final recommendations contained within the approved **Scoped Subwatershed Study** including any addendums to the satisfaction of Conservation Halton.

c) That the Owner implements the approved **Scoped Environmental Evaluation Report** to the satisfaction of Conservation Halton, the Region of Halton and the City of Burlington.

d) That the Owner submits **grading plans** for all lots and blocks that back onto Conservation Halton's regulated areas to the satisfaction of Conservation Halton and the City of Burlington.

e) That the Owner prepares and implements a report outlining **erosion and siltation control measures** required prior to and during the construction of the subdivision to the satisfaction of Conservation Halton and the City of Burlington. A separate sediment and erosion control plan will be required for the following three phases of construction: a) earthworks b) servicing c) home construction.

f) That the Owner erects a **temporary barrier to work fence** prior to and during construction or regrading along Conservation Halton's regulated area.

g) That the Owner obtains a Permit from Conservation Halton, pursuant **to Ontario Regulation 41/24**, for any site alteration within Conservation Halton's regulated area associated with pre-grading or pre-servicing.

Prior to Registration:

h) That the Owner agrees to **redline revise/update the draft plan** such that the limits of Block 92 are outside of Conservation Halton's regulated area, to the satisfaction of Conservation Halton and the City of Burlington.

i) That the Owner obtains a Permit from Conservation Halton, pursuant **to Ontario Regulation 41/24**, for any development or site alteration within Conservation Halton's regulated area including, but not necessarily limited to, placement or excavation of fill, grading, stormwater outfalls, watercourse alterations or realignments, and watercourse crossings.

j) That the Owner prepares and submits a **Functional Servicing Report** and **Stormwater Management Plan** in accordance with the approved Scoped Subwatershed Study and the watershed's current hydrologic model to the satisfaction of Conservation Halton and the City of Burlington.

k) That the Owner designs, constructs, stabilizes and has in operation all **stormwater management facilities** and stormwater outfalls, or appropriate alternative measures, in accordance with the approved Stormwater Management Plan, to the satisfaction of Conservation Halton and the City of Burlington.

l) That the Owner designs, constructs, stabilizes and has in operation all **creek realignments and alterations** as well as any other alterations to natural hazards to the satisfaction of Conservation Halton and the City of Burlington.

m) That the Owner agrees that any **phasing of development** of the subject lands must be to the satisfaction of Conservation Halton and the City of Burlington.

n) That the Owner prepares and implements a **landscape restoration and enhancement plan** for the restorative works within Conservation Halton's regulated areas, in keeping with Conservation Halton Guidelines for Landscaping and Rehabilitation Plans, to the satisfaction of the City of Burlington and Conservation Halton

o) That the Owner submits the required **restoration and enhancement monitoring plans** for Conservation Halton's regulated areas, in accordance

with the approved Scoped Environmental Evaluation Report to the satisfaction of Conservation Halton and the City of Burlington.

p) That the Owner **provides digital copies of the registered plan of subdivision** including all approved natural hazard delineations (e.g., wetland boundaries, stable top of bank, flood plain, meander belt, shoreline flooding limits, dynamic beaches and karst features) to Conservation Halton, prior to registration of the plan. Digital data should be delivered in one of the following formats:

i. ESRI geodatabasev10.x (or newer) feature classes
ii. ESRI shape file format.
iii. AutoCAD DWG or DXF Format, version 2019 or earlier

If the Project Consultant uses ESRI products to produce maps, the matching mxd will be provided that corresponds to the map figure. Digital data will be provided in UTM NAD 83 Zone 17 NAD 83 datum. Data referencing elevations (e.g., floodplains) shall be referenced to appropriate vertical benchmarks. The datum must be specified as one of Canadian Geodetic Vertical Datum of 1928 (CGVD28) with 1978 adjustment, or Canadian Geodetic Vertical Datum of 2013 (CGVD2013). Vertical datums must be clearly identified in the survey documentation. Flood plain models used in the delineation of flood hazards must be provided to Conservation Halton and referenced to the above mapping standards.

q) That the Owner pays any **outstanding review fees** to Conservation Halton, if it is determined that a balance is outstanding. Conservation Halton reserves the right to adjust the fees owing based on the current plan review schedule, if time has lapsed since the initial application.

r) That the Owner submits the **final clearance fee** to Conservation Halton immediately prior to registration of the draft plan. If the development is phased, each phase will require a separate clearance fee.

Closing Conditions:

s) That the Owner agrees to obtain confirmation from **Conservation Halton** that condition 33a)- aa) inclusive have been satisfied prior to the execution of the final plan.

Subdivision Agreement

t) That the Owner agrees to provide **as-built drawings** for watercourse and natural hazard alterations. Surveys undertaken to delineate any hazard shall be provided to Conservation Halton in digital format. Digital data should be delivered in one of the following formats:

i. ESRI geodatabasev10.x (or newer) feature classes
ii. ESRI shape file format.
iii. AutoCAD DWG or DXF Format, version 2019 or earlier

If the Project Consultant uses ESRI products to produce maps, the matching.mxd will be provided that corresponds to the map figure. Digital data will be provided in UTM NAD 83 Zone 17 NAD 83 datum. Data referencing elevations (e.g., floodplains) shall be referenced to appropriate vertical benchmarks. The datum must be specified as one of Canadian Geodetic Vertical Datum of 1928 (CGVD28) with 1978 adjustment, or Canadian Geodetic Vertical Datum of 2013 (CGVD2013). Vertical datums must be clearly identified in the survey documentation. Flood plain models used in the delineation of flood hazards must be provided to Conservation Halton and referenced to the above mapping standards.

u) That the Owner agrees, that should it be determined through detailed design that **grade changes** are required in order to accommodate development of lots/blocks adjacent to Conservation Halton's regulated areas, any grade changes that are separate of the floodplain alteration in Area A must be accommodated outside of the regulated areas, and the lot lines must be adjusted accordingly, to the satisfaction of Conservation Halton and the City of Burlington.

v) That the Owner agrees to submit monthly (or after significant rainfall equal or greater than 10mm or snowmelt events) **sediment and erosion control reports** during construction to the satisfaction of Conservation Halton and the City of Burlington.

w) That the Owner agrees to post **acceptable securities** with the City of Burlington as part of the subdivision agreement, for the purpose of ensuring the construction and completion of all works identified on the approved plans including the rehabilitation of Conservation Halton's regulated areas to the satisfaction of Conservation Halton and the City of Burlington which may be disturbed during the development of the subdivision.

x) That the Owner agrees that any **exposed soil** within Conservation Halton's regulated area, either as a result of realignment or rehabilitation works, will be seeded or otherwise stabilized within 24 hours of exposure to minimize the transport of sediment downstream.

y) That the Owner agrees that no fill from the site may be **dumped on or off-site** in an area regulated by a Conservation Authority without the prior written permission of the appropriate Conservation Authority.

z) That the Owner agrees to not **stockpile fill** within Conservation Halton's regulated area without prior written approval from Conservation Halton.

aa) That the Owner agrees to include in the offers of purchase and sale, for all purchasers and/or tenants of lots backing onto the watercourse and irrigation pond blocks or other areas regulated by Conservation Halton, a statement advising that a portion of their lot may contain areas regulated by

Conservation Halton under the Conservation Authorities Act and Ontario Regulation 41/24, as proclaimed on April 1, 2024, and as may be amended from time to time. Permits are required from Conservation Halton prior to undertaking development activities within Conservation Halton's regulated area. For further information please contact Conservation Halton at chplanning@hrca.on.ca or 905.336.1158.

34. Prior to signing the final plan, the Director of Community Planning shall be advised by the City Engineering Services Department that Conditions 5 to 6, 7 to 19, 24, and 27 inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

35. Prior to signing the final plan, the Director of Community Planning shall be advised by City Transportation Services Department that Conditions 20 and 23 inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

36. Prior to signing the final plan, the Director of Community Planning shall be advised by the Halton District School Board that Conditions 24 to 25 inclusive have been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

37. Prior to signing the final plan, the Director of Community Planning shall be advised by the Halton Catholic District School Board that Condition 26 has been carried out to their satisfaction with a brief but complete statement detailing how each condition has been satisfied.

38. Prior to signing the final plan, the Director of Community Planning shall be advised by Canada Post Corporation that Condition 27 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.

39. Prior to signing the final plan, the Director of Community Planning shall be advised by Enbridge Inc. that Condition 28 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.

40. Prior to signing the final plan, the Director of Community Planning shall be advised by the Canadian National Railways (CN) that Conditions 21 and 29 have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.

41. Prior to signing the final plan, the Director of Community Planning shall be advised by Trans Canada Pipelines that Condition 30 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.

42. Prior to signing the final plan, the Director of Community Planning shall be advised by Bell Canada that Condition 31 has been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.

43. Prior to signing the final plan, the Director of Community Planning shall be advised by the Region of Halton that Conditions 32 a) to pp) have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.

44. Prior to signing the final plan, the Director of Community Planning shall be advised by Conservation Halton that Conditions 33 a) to aa) have been carried out to their satisfaction with a brief but complete statement detailing how the condition has been satisfied.

45. All of the above conditions shall be satisfied within 3 years of the granting of draft approval, being June 12, 2027.

NOTES:

a) At any time prior to the final approval of the plan for registration, the City or Region or any other vested agency 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.

b) 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.

c) 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 Building Department at 905-335-7731

d) Note: The Owner will be required to pay all applicable Regional development charges in accordance with the Region of Halton development Charges By-Law(s), as amended. If a subdivision (or other form of development) agreement is required, the water, wastewater and road portions of the Regional development charges for residential units are payable upon execution of the agreement or in accordance with the terms and conditions set out in the agreement. In addition, commencing January 1, 2017 every Owner of land located in Halton Region intended for residential developments on lands located in Halton Region that prior to January 1, 2017 are part of a Regional allocation program, or have an executed Regional/Local Subdivision or consent agreement, or have an executed site plan agreement with the local Municipality, or receive a notice in writing from the Local Municipality that all requirements under the Planning act have been met, or obtained a building permit are not subject to the Front-ending Recovery Payment.

   The above note is for information purpose only. All residential development applicants and every Owner of land located in Halton Region assume all of the responsibilities and risks related to the use of the information provided herein.

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

e) Should deeply buried archaeological materials be found on the property during any of the above development activities the Ministry of Culture (MCL) should be notified immediately (416-326-8392). In the event that human remains are encountered during construction, the proponent should immediately contact both MCL and the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ministry of Small Businesses and Consumer Services (416-326-8392).

f) Please note the Owner should be made aware that Halton Region will have the following requirements at time of registration of the subdivision:

- Final draft M plans signed and dated by the Owner, Surveyor and initialed by the City's Planner
- Regional Registration fee
- Registry Office review form

g) 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.

h) An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 – Proximity – of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "Danger – Overhead Electrical Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.

i) 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.

j) 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.

k) 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.

l) Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy

m) There will be no more than one mail delivery point to each unique address assigned by the Municipality.

n) Any existing postal coding may not apply, the Owner/developer should contact Canada Post to verify postal codes for the project.