

APPENDIX D – CONDITIONS OF ZONING APPROVAL

Prior to the enactment of the amending zoning by-law, the owner shall sign the City's standard Residential Development Agreement and any other necessary agreement(s) in effect on the date of signing. The agreement(s) shall be signed within one year of the date of Council approval, failing which, Council's approval shall lapse. The Residential Development Agreement shall include the following:

- 1) The Owner shall complete the following to the satisfaction of the City of Burlington Director of Planning and Building:
 - a. With the site plan application, provide streetscape details including street furniture along Brant Street, James Street and John Street to the satisfaction of the Director of Planning and Building;
 - b. Agree to consolidate the properties into one parcel prior to condominium registration to the satisfaction of the Director of Planning and Building;
 - c. Agree to establish a privately owned publically accessible open space measuring 16m x 16m (128 square metres) at the corner of Brant Street and James Street to the satisfaction of the Director of Planning and Building and register a public access agreement across this open space;
 - d. Agree to include building setbacks, material variations and other design treatments to all floors above the 18th floor to the satisfaction of the Director of Planning and Building;
- 2) The Owner shall complete the following to the satisfaction of the Burlington Director of Transportation Services:
 - a. Submit for approval a Transportation Management Plan, with measures to reduce vehicular demand and encourage the use of public transit, cycling and walking, that addresses the following:
 - i. The owner shall provide one (1) car share parking space with pavement marking delineation specific to the car-share use;
 - ii. The owner shall enter into a minimum two-year agreement with a community car-share provider and finance the placement of one car-share vehicle;
- 3) The Owner shall complete the following to the satisfaction of the Executive Director of Capital Works:

- a. The site will need to be remediated and a Record of Site Condition be filed and prior to building permit issuance. A site remediation report will be required prior to Site Plan Approval which shall address off-site contamination as well as on-site contamination.
 - b. The Owner agrees to place the following notifications in all offers of purchase and sale for all units and in the condominium agreement, to be registered on title:
 - i. 'Purchaser / tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment and Climate Change.'
 - ii. 'This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment and Climate Change.'
 - c. Submit for review and approval a copy of a Geotechnical Investigation for the proposed Residential Development stamped and certified by a Professional Engineer prior to final site plan approval;
 - d. Submit for review and approval site grading and servicing plans, stamped and certified by a Professional Engineer or Ontario Land Surveyor prior to final site plan approval;
 - e. Agree that road restoration is to be completed, the extent of which will be determined at the site plan stage;
 - f. Agree to provide storm water quantity and quality control;
 - g. Submit for review and approval an updated Environmental Noise Assessment prior to final site plan approval;
 - h. The Owner agrees to provide cash-in-lieu of parkland dedication for this development.
- 4) The Owner shall complete the following to the satisfaction of the City Arborist:

- a. The Owner shall compensate the City of Burlington for the removal of three (3) city-owned trees from the Brant Street and John Street rights-of-way in front of the properties at 421 -431 Brant Street by providing compensation (replanting or cash-in-lieu, where opportunity for replanting is not available, in the amount of \$3,750.00);
 - b. The Owner agrees that all associated costs with respect to the removal of the trees will be the responsibility of the Owner and the contractor hired to remove the trees will be approved by the City;
 - c. The Owner agree to submit a landscape plan for the three street frontages, which includes appropriate City trees and infrastructure to accommodate them, to the satisfaction of the Executive Director of Capital Works.
- 5) The Owner shall complete the following to the satisfaction of the Burlington Director of Finance:
- a. Property taxes must be paid in full, including all future installments levied.
- 6) The Owner shall 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 / condominium agreement, to be registered on title:
 - i. Prospective purchasers are advised that pupils may be accommodated in temporary facilities and / or be directed to schools outside of the area.
 - ii. Prospective purchasers are advised that school busses will not enter cul-de-sacs and pick up points will be generally located on through streets convenient to the Halton Student Transportation Services. Additional pick up points will not be located within the subdivision until major construction activity has been completed.
 - b. The Owner agrees that in cases where the offers of purchase and sale have already been executed, the owner sends a letter to all purchasers which includes the above statements.
 - c. The Owner agrees that, should the development be phased, a copy of the phasing plan must be submitted prior to final approval to the Halton District School Board. The phasing plan will indicate the sequence of

development, the land area, the number of lots and blocks and units for each phase.

- d. The Owner agrees to supply, erect and maintain signs at all major entrances into the new development advising prospective purchasers that pupils may be directed to schools outside of the area. The Owner will make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.
 - e. The Owner agrees 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.
- 7) 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 / condominium agreement, to be registered on title:
 - i. Prospective purchase are advised Catholic school accommodation may not be available for students residing in this area, and that you are notified that students may be accommodated in temporary facilities and / or bused to existing facilities outside the area.
 - ii. Prospective purchases 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 area notified that school buses will not enter cul-de-sacs.
 - iii. 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.
 - b. The Owner agrees to supply, 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 the issuance of building permits.
 - c. 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.

Notes:

- 1) The Owner, its successors and assigns, is hereby notified that City development charges may be payable in accordance with By-law No. 49-2009, as may be amended, upon issuance of a building permit at the rate in effect on the date issued.
- 2) 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 that are additional to the maximum unit yield that is specified by the Subdivision / Condominium 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.