

**Conditions of Draft Plan of Subdivision Approval for 25T-201613, 154 and 166  
Mount Albion Road**

That this approval apply to the Draft Plan of Subdivision, 25T-201613, B.A. Jacobs Surveying Ltd., dated August 9, 2016, showing 2 lots for single detached dwellings (Lots 1 and 2), 29 townhouse dwellings (Blocks 4 to 9), one (1) block for a Common Element Roadway (Block 3), and one block for a daylight triangle (Block 10), subject to the Owner entering into a Standard Form Subdivision Agreement, as approved by City Council, and with the following special conditions:

**Prior to Preliminary Grading:**

1. That, **prior to preliminary grading**, the Owner demonstrates that the runoff from Lots 1 and 2 is directed to a suitable outlet, to the satisfaction of the Senior Director, Growth Management.
2. That, **prior to preliminary grading**, the Owner submits additional information prepared by a qualified professional to demonstrate that the post-development flows at a Node located to the north property line of the School Board property and the side yard property line of the private property at 38 Rouge Hill Court are less than pre-development peak flows for all storm events, to the satisfaction of the Senior Director, Growth Management.
3. That, **prior to preliminary grading**, the Owner agrees to provide a plan or procedure for dealing with issues concerning dust control and street cleaning throughout construction within the subdivision, including homes. This document will also include, first point of contact, a schedule for regular cleaning of streets that is specific to the methods to be used, the source of water, and the contractor or agent to be used to undertake the works as well as the contractor / agent to be used to undertake the works as well as the contractor / agent contact information so that the City can direct works to be completed as necessary, to the satisfaction of the Senior Director, Growth Management.
4. That, **prior to preliminary grading**, the Owner prepares and implements an erosion and sediment control plan for the subject property, to the satisfaction of the Hamilton Conservation Authority and the Senior Director, Growth Management.
5. That, **prior to preliminary grading**, the Owner prepares and implements a lot grading plan to the satisfaction of the Hamilton Conservation Authority and the Senior Director, Growth Management.
6. That, **prior to preliminary grading**, the Owner prepares and implements a stormwater management plan for the subject lands to the satisfaction of the Hamilton Conservation Authority and the Senior Director, Growth Management.

7. That, **prior to preliminary grading**, the Owner updates the Tree Protection Plan, to the satisfaction of the Director of Planning and Chief Planner.

**Prior to Servicing**

8. That, **prior to servicing**, the Owner agrees to include in the engineering and cost estimate schedule provision to abandon / install the private services and restore the existing pavement, sidewalk and boulevard at 100% their costs, to the satisfaction of the Senior Director, Growth Management.

**Prior to Registration**

9. That, **prior to registration of the plan**, the owner demonstrates that a drainage easement in favour of the Draft Plan Lands is registered over the School Board lands at 300 Albright Road to the satisfaction of the Senior Director, Growth Management.
10. That, **prior to registration of the plan**, a 9.14 metre by 9.14 metre daylight triangle be established and provision made for dedication to the City of Hamilton, on the final plan of subdivision at the intersection of Mount Albion Road and Albright Road to the satisfaction of the Senior Director, Growth Management.
11. That, **prior to registration of the plan**, the Owner shall include the following warning clauses in the Subdivision Agreement and all Purchase and Sale and / or any Rental or Lease Agreements required for occupancy:

To the satisfaction of the Director of Planning and Chief Planner:

- (a) Garages provided are intended for use as parking. It is the responsibility of the owner / tenant to ensure that their parking needs including those for visitors can be accommodated on site. Public, on-street parking is not permitted on Mount Albion Road and existing public parking in the surrounding neighbourhood cannot be guaranteed in perpetuity.
- (b) Purchasers / Tenants are advised that the City of Hamilton will not be providing maintenance or snow removal service for the private condominium road.

To the satisfaction of Canada Post:

- (c) That the home / business mail delivery will be from a designated Centralized Mail Box.

- (d) That the developer / owner be responsible for officially notifying the purchasers of the exact Centralized Main Box locations prior to the closing of any home sale.
12. That, **prior to registration of the plan**, the Owner shall agree in the Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner / Developer shall be responsible for the relocation of such facilities or easements.
13. That, **prior to registration of the plan**, the Owner shall agree to the following to the satisfaction of Canada Post:
- (a) Work with Canada Post to determine and provide a temporary suitable Centralized Mail Box location which may be utilized by Canada Post until the curbs, boulevard and sidewalks are in place in the remainder of the subdivision.
  - (b) Install a concrete pad in accordance with the requirements of, and in a location to be approved by, Canada Post to facilitate the placement of Community Mail Boxes.
  - (c) Identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and / or curb installation within each phase of the Plan of Subdivision.
  - (d) Determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.
14. That, **prior to registration of the plan**, the Owner shall agree in the Subdivision Agreement, in words satisfactory to Union Gas Limited, to grant to Union Gas Limited any easements that may be required for gas services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Union Gas Limited facilities or easements, the Owner / Developer shall be responsible for the relocation of such facilities or easements.
15. That, **prior to registration of the plan**, the Owner establish a blanket easement in favour of the Condominium Corporation that covers any and all shared services on the development over the Storm Water Management facility, to the satisfaction of the Senior Director, Growth Management.

16. That, **prior to registration of the plan**, the Owner agree to provide compensation for the removal of all Trees with a diameter at breast height of 10 cm or larger at a rate of 1 to 1, to the satisfaction of the Director of Planning and Chief Planner.
17. That, **prior to registration of the plan**, the Owner prepares and implements a dust mitigation plan for the period from site clearance to final construction, to the satisfaction of the Manager of Public Health Services, Health Protection Division.
18. That, **prior to registration of the plan**, the Owner prepares and implements a pest control plan, to the satisfaction of the Manager of Public Health Services, Health Protection Division.
19. That, **prior to registration of the plan**, the Owner acknowledges and agrees that no private driveway shall encroach into the daylight triangle at the intersection of Mount Albion Road and Albright Road to the satisfaction of the Senior Director, Growth Management.

#### **City Cost Sharing:**

It is not anticipated that there will be any City share for the proposed subdivision. However, if required cost share will be as per City's Financial Policies.

#### **Notes to Draft Plan Approval**

- Pursuant to Section 51(32) of the *Planning Act*, draft approval shall lapse if the plan is not given final approval within three years. However, extensions will be considered if a written request is received before the draft approval lapses.
- That payment of Cash-in-Lieu of Parkland will be required for the development prior to the issuance of each building permit for the lots within the plan. The calculation of the Cash-in-Lieu payment shall be based on the value of the lands on the day prior to the day of issuance of the building permit; all in accordance with the Financial Policies for Development, and the City's Parkland Dedication By-law, as approved by Council.
- That the proposed retaining wall will require approvals at the Subdivision Engineering submission and Site Plan stage to the satisfaction of the City.