

Special Conditions for Draft Plan of Subdivision Approval for 25T-202302

That this approval for the Draft Plan of Subdivision, 25T-202302, for the lands known as 250 First Road West, certified by Rob A. McLaren, O.L.S., dated December 22, 2022, consisting of one development block for townhouse dwellings (Block 1), one block for a daylight triangle dedication (Block 2), and one block for road right of way dedications (Block 3), be received and endorsed by City Council with the following special conditions:

Development Engineering:

1. That, **prior to preliminary grading**, the Owner agrees in writing that the removal of all existing septic beds, garages, playground equipment, wells, fencing, and or any structures will be at the sole cost to the Owner to the satisfaction of the Director of Growth Management and Chief Development Engineer.
2. That, **prior to preliminary grading**, the Owner agrees to provide in writing a plan or procedure for dealing with issues concerning dust control and street cleaning (external roads included) throughout construction within the subdivision. 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 contractor/agent contact information so that the City can direct the work to be completed as necessary, all to the satisfaction of the Director of Growth Management and Chief Development Engineer.
3. That, **prior to preliminary grading**, the Owner shall prepare and provide a Construction Management Plan that provides details on any construction activity that will encroach into the municipal road allowance such as construction staging, scaffolding, cranes etc. The plan must identify any required sidewalk and/or lane closures and the estimated length of time for such closures. Details on heavy truck routing must also be included, all to the satisfaction of the Director of Growth Management and Chief Development Engineer.
4. That, **prior to preliminary grading**, the Owner agrees to provide sufficient notice to the homeowner at 246 First Road West of the requirement to enter onto their lands within the easement (Instrument Number WE782960) for the installation of a sanitary lateral. The Owner further agrees to minimize the impacts of the works, in both time and extent, within the lands of 246 First Road West and fully restore the lands to an "as good or better" condition upon completion. The Owner will be responsible for any damages and accepts full liability for the construction. All at the Owner's expense, to the satisfaction of the Director of Growth Management and Chief Development Engineer.

5. That, **prior to preliminary grading**, the Owner shall submit a detailed stand-alone stormwater management report prepared by a professional engineer in support of the Site Plan Control application DA-22-097, to the satisfaction of the Director of Development Engineering.
6. That, **prior to servicing**, the Owner agrees to include in the engineering design and cost estimate schedules the construction of all proposed works or improvements within First Road West, Mud Street and the 10m wide Sanitary and Watermain Easement as required to support the development, at the Owner's cost to the satisfaction of the Director of Growth Management and Chief Development Engineer.
7. That, **prior to servicing**, the Owner include in the engineering design and cost estimate schedules the installation of a 1.5 metre wide sidewalk on First Road West from Mud Street to the existing bus pad at the south limit of the subject lands, at the Owner's cost to the satisfaction of the Director of Growth Management and Chief Development Engineer.
8. That, **prior to servicing**, the Owner shall submit a Hydrogeological report to the City, prepared by a qualified professional, to assess impacts, identify any significant recharge and discharge zone, and provide recommendations to mitigate the groundwater impacts during any construction within the subdivision, including but not limited to house construction, and to undertake the works as recommended including monitoring. The report shall also provide a groundwater contingency plan to ensure that an appropriate mitigation strategy is available to be implemented in the case whereof:
 - a. An aquifer is breached during excavation;
 - b. Groundwater is encountered during any construction within the subdivision, including but not limited to house construction;
 - c. If the basements are being proposed below the groundwater level, the foundations and subsurface structures shall be designed / waterproofed accordingly; and,
 - d. Water supply and sewage disposal systems and any surface and groundwater related infrastructure are negatively impacted;all to the satisfaction of the Director of Growth Management and Chief Development Engineer.
9. That, **prior to servicing**, the Owner will be responsible to relocate, as required, all affected utility poles, hydrants, pedestals, hydro vaults, etc. on Mud Street and

First Road West entirely at the Owner's expense, to the satisfaction of the Director of Growth Management and Chief Development Engineer.

10. That, **prior to servicing**, the Owner shall include in the engineering design and cost estimate schedules provision for the installation/restoration of a 1.5m black vinyl coated heavy duty chain link fence along the south limit of the subject lands abutting the 10m wide Sanitary and Watermain Easement, to the satisfaction of the Director of Growth Management and Chief Development Engineer.
11. That, **prior to servicing**, the Owner acknowledges in writing that the development shall not proceed until it has been demonstrated that adequate capacity is available in the downstream sanitary sewer system to service the subject lands, including:
 - a. The proposed sanitary diversion at Picardy Drive and Lormont Boulevard has been completed and accepted by the City;to the satisfaction of the Director of Growth Management and Chief Development Engineer.
12. That, **prior to registration of the final plan of subdivision**, the Owner agrees to pay all outstanding costs including cost recoveries associated with the draft plan lands, to the satisfaction of the Director of Growth Management and Chief Development Engineer.

Development Planning:

13. That, **prior to preliminary grading or servicing**, the Owner shall submit a Tree Protection Plan for Block 1 prepared by a tree management professional (i.e., certified arborist, registered professional forester, or landscape architect) showing the location of drip lines, edges or existing plantings, the location of all existing trees and the methods to be employed in retaining trees to be protected, to the satisfaction of the Director of Planning and Chief Planner.
14. That, **prior to servicing**, the Owner shall include in the engineering design for the subject lands, to the satisfaction of the Director of Planning and Chief Planner, the inclusion of a noise barrier wall, as per Figure 2 of Addendum #1 – Noise Feasibility Study dated July 5, 2021, prepared by Howe Gastmeier Chapnik Limited, subject to the following:

“All noise barriers must return back to the dwelling units so that the rear yards are entirely shielded from the roadway. The acoustic barrier can be a combination of an acoustic wall on top of an earth berm. The wall component of the barrier should be of a solid construction with a surface density of no less than 20 kg/m². The walls may be constructed from a variety of materials such as

wood, brick, pre-cast concrete or other concrete/wood composite systems provided that it is free of gaps or cracks."

15. That, **prior to registration**, the Owner shall provide payment of \$695.79 plus HST per tree for road allowance street trees identified in the Tree Protection Plan, to the satisfaction of the Director of Planning and Chief Planner.
16. That, **prior to registration**, the Owner shall submit a Landscape Plan by a certified Landscape Architect showing planting and surfacing details for all areas not covered by buildings, structures, loading areas or parking areas, to the satisfaction of the Director of Planning and Chief Planner.
17. That, **prior to registration**, the Owner agrees to include the following warning clauses for Block 1 in all Purchase and Sale Agreements and Rental or Lease Agreements and in the Condominium Declaration, to the satisfaction of the Director of Planning and Chief Planner:

Warning Clause "A":

"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks."

Warning Clause "B":

"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 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, Conservation and Parks."

Warning Clause "C":

"This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. The 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, Conservation and Parks."

18. That, **prior to registration**, the Owner agrees to include the following warning clauses for Block 1 in all Purchase and Sale Agreements and Rental or Lease Agreements and in the Condominium Declaration, to the satisfaction of the Director of Planning and Chief Planner:

"Purchasers / tenants are advised that the property is within 500 metres of the operational industrial, commercial and institutional TerraPure landfill. Purchasers / tenants are advised that due to the proximity of the adjacent TerraPure landfill, there may be odours from the landfill, and sound levels from the landfill may, at times, be audible."

19. That, **prior to registration**, a Zoning By-law Amendment application to remove the Holding Provision on the "RM3-70(H)" Zone be approved, to the satisfaction of the Director of Planning and Chief Planner.

Growth Management (Legislative Approvals):

20. That, **prior to registration**, the Owner work with Legislative Approvals / Staging of Development Staff to finalize municipal addressing, to the satisfaction of the Director of Growth Management and Chief Development Engineer.
21. That, **prior to registration**, the Owner agrees to physically affix a multiple unit identification sign at the entrance in a manner that is visible from the street and in accordance with the City's sign By-law, to the satisfaction of the Director of Growth Management and Chief Development Engineer.

Transportation Planning

22. That, **prior to grading**, the Owner shall dedicate a 3.048 metre right-of-way dedication along First Road West (Block 3) to the City of Hamilton as public highway by the Owner's certificate on the plan, to the satisfaction and approval of the Manager, Transportation Planning.
23. That, **prior to grading**, the Owner shall dedicate a 12.19 metre x 12.19 metre daylighting triangle dedication at the intersection of Mud Street West & First Road West (Block 2) to the City of Hamilton as public highway by the Owner's certificate on the plan, to the satisfaction and approval of the Manager, Transportation Planning.

Bell Canada:

24. That, **prior to registration**, the Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development and the Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada, to the satisfaction of Bell Canada.
25. That, **prior to registration**, 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, to the satisfaction of Bell Canada.

Canada Post:

26. That, **prior to registration**, the Owner shall include in all offers of purchase and sale and lease or rental agreements, a statement that advises the prospective purchaser:
 - a. that the home / business mail delivery will be from a designated Centralized Mail Box; and,
 - b. that the Developers / Owners be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.

27. That, **prior to registration**, the Owner agrees to:
 - a. work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision;
 - b. install a concrete pad in accordance with the requirements of and in locations to be approved by Canada Post to facilitate the placement of Community Mailboxes;
 - 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; and,
 - e. maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.

28. Canada Post's multi-unit policy, which requires that the Owner/Developer provide the centralized mail facility (Lock Box Assembly) at their own expense (less than 100 units will require a front loading Lock Box Assembly and more than 100 units will require a rear loading Lock Box Assembly which will require a mail room) will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.

NOTES TO DRAFT PLAN APPROVAL

1. 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 two months before the draft approval lapses.

Recycling and Waste Disposal:

2. The developer is responsible for all waste removal up until the time that an "Agreement for On-site Collection of Municipal Solid Waste" is finalized, and municipal collection services are initiated.
3. Arrange a private waste hauler for the removal of all waste materials.
4. 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 the property is not serviceable for municipal waste collection.