

Special Conditions for Draft Plan of Subdivision Approval for 25T-202101

That this approval for the Draft Plan of Subdivision "3169 Fletcher Road", 25T-202101, prepared by A.J. Clarke and Associates Ltd., certified by Nicholas P. Muth, O.L.S., dated December 13, 2022, consisting of one development block for 23 block townhouses and 34 back to back townhouse dwellings (Block 1) and one block for road right of way dedication (Block 2), be received and endorsed by City Council with the following special conditions:

Development Engineering:

1. That, **prior to registration of the plan of subdivision**, the Owner acknowledges and agrees that any blocks created within this subdivision that are subject to Site Plan Control will be subject to a Site Plan Agreement with the City including a requirement to provide sanitary sewer flow monitoring in order to confirm that no inflow and infiltration (I&I) is entering the sanitary sewer system, to the satisfaction of the Director of Development Engineering.
2. That, **prior to registration of the plan of subdivision**, the Owner agrees to pay their proportionate share for the design and urbanization of Fletcher Road along the frontage of the subject lands in accordance with the City's financial policy, to the satisfaction of the Director of Development Engineering.
3. That, **prior to registration of the plan of subdivision**, the Owner shall pay all costs associated with the 0.3 m reserve along the south boundary of the subject lands fronting onto Street 'B' on Draft Plan of Subdivision 25T-201405 as approved by the Ontario Land Tribunal on May 20, 2016, to the satisfaction of the Director of Development Engineering.
4. That, **prior to registration of the plan of subdivision**, the Owner shall submit the necessary transfer deeds to the City's legal Services to convey a 0.3 m reserve along Fletcher Road, to the satisfaction of the Director of Development Engineering.
5. That, **prior to servicing**, the Owner shall secure their proportionate share of the ongoing operation and maintenance and monitoring of the storm water management pond located on the abutting land (Draft Plan of Subdivision 25T-201405) through all phases of development, to the satisfaction of the Director of Development Engineering.
6. That, **prior to preliminary grading**, the Owner agrees in writing that the removal of any existing structures (i.e. septic beds, buildings, sheds, etc.) will be at the sole cost of the Owner, to the satisfaction of the Director of Development Engineering.

7. That, **prior to servicing**, the Owner prepare an on-street parking plan for Street 'B' based on the premise of achieving on-street parking for 40% of the total number of units and it shall include:
- a. driveway ramps and curb openings for all lots;
 - b. the pairing of driveways;
 - c. parking locations already accounted for in adjacent Draft Plan of Subdivision 25T-201405 that are required to meet the minimum parking requirements for that subdivision;
 - d. where lots in the subdivision abut a park entrance or a public walkway; and,
 - e. the location of transit pads, community mailbox pads, and fire hydrants, where the location has been determined by the appropriate authorities;
- all to the satisfaction of the Director of Development Engineering.

Transportation Planning

8. That, **prior to servicing**, Street 'B' shall be designed and constructed, to the satisfaction and approval of the Manager, Transportation Planning and the Director, Development Engineering.

Heritage & Urban Design:

9. That, prior to **prior to preliminary grading**, the Owner shall submit a revised Tree Protection Plan, to the satisfaction of the Director of Heritage & Urban Design.

Bell Canada:

10. That, **prior to registration of the plan of subdivision**, 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.
11. That, **prior to registration of the plan of subdivision**, 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.

Canada Post:

12. That **prior to registration of the plan of subdivision**, 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.
13. That **prior to registration of the plan of subdivision**, 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 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; and,
 - e. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.
14. 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.

Enbridge Gas:

15. That prior to **registration of the plan of subdivision**, the owner / developer shall provide to Enbridge Gas Inc.'s operating as Union Gas, ("Union") the necessary easements and / or agreements required by Union for the provision of gas services for this project, in a form satisfactory to Union.

NOTES TO DRAFT PLAN APPROVAL

Legislative Approvals:

1. Pursuant to Section 51 (32) of the *Planning Act*, draft approval shall lapse if the plan is not given final approval within 3 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 municipal collection services are initiated.