

**Special Conditions for Draft Plan of Condominium (Vacant Land) Approval for
25CDM-202001**

That this approval applies to the Draft Plan of Condominium (Vacant Land) “The Singles on Fiddler’s Green” 25CDM-202001, certified by S.D. McLaren. O.L.S., dated December 7, 2023, consisting of six vacant land units (Vacant Land Units 1 to 6), a common element condominium road (Block 7), community mailbox, waste collection area, snow storage area, two visitor parking spaces, and one open area with a retaining wall (Block 8), be received and endorsed by City Council with the following conditions:

1. That the final Plan of Condominium shall comply, in all respects, with all of the applicable provisions of Hamilton Zoning By-law No. 05-200, to the satisfaction of the Director of Planning and Chief Planner.
2. That the owner shall agree to include the following in all Purchase and Sale Agreements and Rental or Lease Agreements, to the satisfaction of the Senior Director of Growth Management:
 - (a) Purchasers are advised that the City of Hamilton will not be providing maintenance or snow removal service for the private condominium road.
 - (b) The home mail delivery will be from a Community Mail Box.
 - (c) Garages are provided for the purpose of parking a vehicle. It is the responsibility of the owner / tenant to ensure that their parking needs (including those of visitors) can be accommodated onsite. On-street, overflow parking may not be available and cannot be guaranteed in perpetuity.
3. That 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.
4. That 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.
5. That the owner shall agree in the Condominium Agreement, in words satisfactory to Enbridge Gas Inc. (operating as 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 shall be responsible for the relocation of such facilities or easements.

6. That the owner shall complete the following to the satisfaction of Canada Post and the Director of Growth Management and Chief Development Engineer:
 - (a) Include in all offers of purchase and sale, and rental and lease agreements, a statement that advises the prospective purchaser:
 - i) That the home / business mail delivery will be from a designated Centralized Mail Box; and,
 - ii) That the owner will be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any unit sales.
 - (b) The owner further agrees to:
 - i) 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 development;
 - ii) 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;
 - iii) Identify the concrete pads for the Community Mail Boxes 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 development;
 - iv) Determine the location of all centralized mail receiving facilities in co-operation with Canada Post and indicate the location of the centralized mail facilities on appropriate maps, information boards and plans; and,
 - v) Prominently display maps in the sales office(s) showing specific Centralized Mail Facility locations.
 - (c) Canada Post's multi-unit policy, which requires that the owner 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, to the satisfaction of Canada Post.
7. That the owner shall pay the urbanization cost based on the new road servicing rate and the frontage of the property, to the satisfaction of the Director of Growth Management and Chief Development Engineer.
8. That the owner shall agree to convey to the City, without cost and free of encumbrances, a right-of-way dedication along Fiddler's Green Road of

approximately 5.944 metres via a Reference Plan to bring the ultimate right-of-way to 32.004 metres, to the satisfaction of the Manager, Transportation Planning Services.

9. That the owner shall submit and receive approval of grading, servicing, and drainage plans prepared by a qualified Professional Engineer, to the satisfaction of the Director of Growth Management and Chief Development Engineer.
10. That the owner shall include the following notices in the Condominium Declaration, to the satisfaction of the Director of Growth Management and Chief Development Engineer:
 - (a) Reserving unto the Condominium Corporation, its assigns, successors, servants, agents and employees, the right in the nature of an easement, to enter without charge in, over and along all of Lots 1 through 6 and the Common Elements of the Condominium, from time to time, for the purposes of entering, inspecting and undertaking, at any time, modifications to the surface drainage of the said units and the Common Elements of the Condominium in accordance with the Grading Plan approved by the City of Hamilton; and,
 - (b) That any/all future on-going maintenance and/or replacement costs for any structures or on-site grading drainage systems within the condominium lands including, but not limited to, the private: swales/drainage systems, stormwater management tanks and all appurtenances, retaining walls, water services, storm and sanitary sewers, catch basins, maintenance holes, roadways, walkways, etc. is the sole responsibility of the condominium corporation.
11. That the owner shall submit a Landscape Plan prepared by a certified Landscape Architect, which outlines the placement of 24 compensation trees required for the removal of any private tree (10 cm DBH or greater) or cash-in-lieu payment if adequate compensation cannot be provided on site, to the satisfaction of the Director of Heritage and Urban Design.
12. The owner shall submit a Verification of Tree Protection Letter prepared by a recognized tree management professional (i.e., certified arborist, registered professional forester, or landscape architect) to confirm that all tree protection fencing has been installed as per the approved Tree Protection Plan, to the satisfaction of the Director of Heritage and Urban Design.
13. That the owner (the developer, property manager or agent for the development) must disclose as part of the Purchase and Sale Agreement (or the rental and/or lease agreements) to a perspective buyer, that the property is not serviceable for municipal waste collection, to the satisfaction of the Director of Waste Management or their designate.

14. That the owner shall include the following warning clauses in the Purchase and Sale Agreements (or the rental and/or lease agreements) and in the Condominium Agreement, to the satisfaction of the Director of Development Planning:

Units 1 and 6:

“Purchasers/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 Municipality’s and the Ministry of the Environment, Conservation and Parks (MECP)’s noise criteria.

This dwelling unit had been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality’s and the MECP’s noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MECP Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on, and in, the immediate vicinity of the subject property.)”

15. That the owner finalizes municipal addressing with the Legislative Approvals / Staging of Development Section, to the satisfaction of the Director of Growth Management and Chief Development Engineer.
16. That the owner submits a list and plan to the Legislative Approvals / Staging of Development Section, indicating the mailing address unit number of each residential unit, to the satisfaction of the Director of Growth Management and Chief Development Engineer.
17. That the owner agrees to include the following in the Condominium Agreement, to the satisfaction of the Director of Growth Management and Chief Development Engineer:
- (a) That the owner agrees to physically affix the municipal number or full address on a sign in accordance with the City’s Sign By-law at the main driveway entry, in a manner that is visible from the street; and,
 - (b) That the owner agrees to affix address plaques to each internal unit, indicating the mailing address unit number.
18. That the owner satisfies all conditions, financial or otherwise, of the City of Hamilton.

19. That the owner enters into, and registers on title, the Condominium Agreement incorporating the approved Plan of Condominium and related conditions, to the satisfaction of the Director of Growth Management and Chief Development Engineer.

Notes of Draft Plan Approval

1. That 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.
2. This property is ineligible for municipal collection of Garbage, Recycling, Organics, and Leaf and Yard Waste. Collection of Garbage, Recycling, Organics, and Leaf and Yard Waste must be provided through a private waste hauler(s). Recycling is strongly encouraged.