APPENDIX C

DRAFT 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 agrees to complete the following to the satisfaction of Executive Director of Community Planning, Regulation and Mobility:

    a. The owner agrees that the building elevations displaying built form (excluding setback revisions) will be substantially in accordance with the architectural elevations prepared by WZMH Architects and described as follows:

        Plan No's.: A411, A412, and A413 (dated: June 12, 2019)

    b. The owner agrees that the City's Executive Director of Community Planning, Regulation and Mobility may refuse to approve the plans upon aesthetic grounds, and the City's approval of the plans may be subject to conditions, including but not limited to:
        i. Use of building material of specified materials or quality
        ii. Construction of the buildings and works in a specified order

    c. The owner agrees to provide a detailed wind study at the time of Site Plan application, as noted in the conclusion of RWDI's Pedestrian Wind – Letter of Opinion dated December 12, 2017, to assess the potential wind impacts of the proposed building (inclusive of architectural design changes and setback revisions) on the pedestrian environment around the subject lands

        i. Wind impact mitigation measures, if required, are to be provided to the satisfaction of the Executive Director of Community Planning, Regulation and Mobility.

    d. The owner agrees to implement energy efficient measures, including, but not limited to: energy efficient appliances (where provided by the builder), low flush toilets, low flow showers and energy efficient lighting fixtures and light bulbs.

    e. The owner agrees to provide the following Transportation Demand Management measures:
        i. Provide TDM information packages to all tenants which would include: transit schedules and maps and a PRESTO card.
        ii. Provide subsidized transit passes for all occupants for a three-year period.
        iii. Provide cycling maps to all residents of the development

iv. Provide secure bike parking (bike racks/bike lockers) that will be located conveniently on site, as well as air pumps and bike maintenance tools.

2. The owner agrees to complete the following to the satisfaction of Burlington Hydro:
    a. Agree to pay for all work associated with increasing and extending hydro system capacity to the property
    b. Hydro service will be provided in the form of a customer owned transformer
    c. Provide an electrical room to ESA and Burlington Hydro specification located on the first level of the parking garage along the south side of the building (New Street) to accept servicing from a point to be determined by Burlington Hydro.

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 Development 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.