

## APPENDIX D

### 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 shall complete the following to the satisfaction of the Director of Planning and Building:
  - a) Agree to consolidate the properties into one parcel.
  - b) Agree to generally comply with the preliminary concept plan prepared by Kirkor Architects & Planners, and date stamped as received February 12, 2016.
  - c) Agree to generally comply with the pedestrian linkages, amenity area upgrades, tree preservation and landscape enhancements as shown on the overall site landscape plan, prepared by Terraplan Landscape Architects, and date stamped as received June 3, 2016.
  - d) Agree to replace or install wood privacy fencing, as required, along the property boundaries adjacent to the proposed townhouse buildings at the rear of the property.
  - e) Agree that the new townhouse buildings to be developed at the rear of the property shall be provided as rental housing units.
  - f) Agree to provide site accessibility and amenity area improvements to the existing apartment buildings at 2067 and 2077 Prospect Street as part of the site redevelopment process.
- 2) The owner shall complete the following to the satisfaction of the Executive Director of Capital Works:
  - a) Agree to submit for approval a revised Storm Water and Functional Servicing Report.
  - b) Agree to provide a mutual servicing easement for the storm sewer crossing the property line to the east.
  - c) Agree to submit a noise report and lighting details at the site plan stage.
  - d) Agree to submit a geotechnical study at the site plan stage.

- 3) The owner shall complete the following to the satisfaction of the Burlington Director of Transportation Services:
  - a) Submit for approval a Transportation Demand Management Plan, with measures to reduce vehicular demand and encourage the use of public transit, cycling and walking, that addresses the following:
    - i) The owner shall provide two car-share parking spaces with pavement marking delineation specific to the car-share use;
    - ii) The owner shall enter into a minimum two-year agreement with a community car-share provider and finance the placement of two car-share vehicles;
    - iii) The owner agrees to unbundle resident parking to separate the cost of parking from the cost of each residential unit for all new residents on site;
    - iv) The owner agrees to provide space for secure indoor bicycle storage in one of the existing apartment buildings;
    - v) The owner agrees to identify outdoor bicycle parking spaces in proximity to the proposed new townhouse buildings at the site plan stage;
    - vi) The owner agrees to provide four bicycles on site, to be stored in the proposed indoor secure bike room, for use by residents through a sign out/sign in system;
    - vii) The owner agrees to make available 6 months of free Burlington Transit passes as a new move-in incentive for all new residents on the site; and
    - viii) The owner agrees to distribute a transit and cycling information package to each existing resident and to each new resident upon move-in.
- 4) The owner shall complete the following to the satisfaction of the Director of Finance:
  - a) Property taxes must be paid in full, including all future installments levied.
- 5) The owner shall complete the following to the satisfaction of the Halton District School Board:
  - a) The owner agrees to supply, erect and maintain signs at all major entrances into the new development advising prospective tenants that pupils may be directed to schools outside of the area. The owner will make these signs to the specifications of the Halton District School Board and erect them prior to the issuance of building permits.

- 6) The owner shall complete the following to the satisfaction of the Halton Catholic District School Board:
  - a) The owner agrees to place the following notification in lease/rental agreements as a warning clause to all prospective tenants:
    - i) Prospective Tenants are advised Catholic school accommodation may not be available for students residing in this area and that you are notified that students may be accommodated in temporary facilities and/or bused to existing facilities outside the area.
    - ii) Prospective Tenants are advised that the HCDSB will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board, and that you are notified that school busses will not enter cul-de-sacs.
  - b) The owner agrees to supply, erect and maintain signs at all major entrances into the new development advising prospective tenants that if a permanent school is not available, alternative accommodation and/or busing will be provided. The owner will make these signs to the specifications of the HCDSB and erect them prior to the issuance of building permits.
- 7) The owner shall complete the following to the satisfaction of the Region of Halton:
  - a) Agree to submit a waste management plan, in accordance with Regional Guidelines, at site plan stage to determine if Regional collection can be provided.
- 8) The owner shall complete the following to the satisfaction of Burlington Hydro Inc.:
  - a) Agree to meet with Burlington Hydro Inc. to discuss servicing and metering of the stacked townhouses prior to submitting a site plan application.

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 which are additional to the maximum unit yield which 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.

- 3) Regional Development Charges are payable in accordance with the applicable Regional Development Charges By-law. The Owner will be required to pay all applicable Regional development charges prior to the clearance of any approvals under the Planning Act, Condominium Act, and/or Building Code Act, unless a subdivision (or other form of development) agreement is required in which case the water, wastewater and road portions of the Regional development charges are payable upon execution of the agreement.