

File: 26CD-18-24-03  
 Draft Approval Date: \_\_\_\_\_  
 Lapse Date: \_\_\_\_\_

**Town of Niagara-on-the-Lake**  
**Conditions of Draft Plan Approval of Vacant Land Condominium**

The conditions of Draft Plan Approval and Registration of the “Cornerstone Condominium” for unaddressed lands located south of Penner Street, east of Elden Street, north of Field Road, and west of Niagara Stone Road, File 26CD-18-24-03 are as follows:

**TOWN COMMUNITY AND DEVELOPMENT SERVICES**

1. That approval applies to the “Cornerstone Condominium” Draft Plan of Vacant Land Condominium prepared by Upper Canada Consultants, dated October 29, 2024, and printed October 29, 2024, identified as Drawing Number 22115-DP, for unaddressed lands located south of Penner Street, east of Elden Street, north of Field Road, and west of Niagara Stone Road, and legally described as “Lots 39 and 40, Part of Lots 34, 35 and 38, Plan 304, Part of Block 9, Township Plan 85, Niagara, Parts 1 & 2 30R16153” Town of Niagara-on-the-Lake, Regional Municipality of Niagara, showing eight (8) vacant land units for townhouse dwellings and one (1) vacant land unit for an apartment building, in addition to common elements for a private lane, servicing, landscaping and visitor parking.
  
2. That the Owner enters into one or more agreements with the Corporation of the Town of Niagara-on-the-Lake (the “Town”) agreeing to satisfy all requirements, financial and otherwise, of the Town including but not limited to the provision of services, roads, signage, grading, drainage, trees, streetlighting and sidewalks. The agreement shall also specifically prohibit development on the lands, until such time as grading and services are adequately provided, to the satisfaction of the Town.

3. That if final approval is not given to this plan within three (3) years of the draft approval date and no extensions have been granted, draft approval shall lapse. If the owner wishes to extend the draft approval, a complete application form and written explanation of the request must be received by the Town prior to the lapsing date.
4. That the Condominium Agreement between the Owner and the Town of Niagara-on-the-Lake with regard to the subject lands be registered by the Town against the lands to which it applies, pursuant to the provisions of the *Planning Act*, hereinafter referred to as the "Condominium Agreement".
5. That the Owner agrees in the Condominium Agreement that any outstanding taxes will be paid prior to the registration of the final Plan of Condominium.
6. That the Owner provides a preliminary Condominium Description, in accordance with Ontario Regulation 49/01 under the *Condominium Act, 1998, S.O. 1998, c. 19*, and a letter to the Director of Community and Development Services stating how all conditions of Draft Plan Approval have been satisfied at the time of request for condition clearance.
7. That the Owner receives final approval to an Official Plan Amendment to permit an increased density for the development of the subject lands.
8. That the Owner receives final approval to a Zoning By-law Amendment to provide land use regulations for the development of the subject lands in accordance with the Draft Plan of Condominium.
9. That the Owner pays 5% cash-in-lieu of parkland dedication to the Town pursuant to the provisions of the *Planning Act* based on the total value of the subject lands as determined by

an appraisal prepared by a qualified person and approved by the Town. All costs associated with obtaining an appraisal are the responsibility of the Owner.

10. That the Owner receives final approval from the Director of Community and Development Services for a Site Plan to implement the requirements of the Draft Plan of Vacant Land Condominium.
11. That the Owner submits a detailed Landscape Plan and Planting Plan, inclusive of species and sizes of all trees proposed to be planted on the subject lands and within the Town road allowance, to identify locations for mature plantings including landscaping and trees, in addition to a Streetscape Plan for the private road internal to the development and along the subject lands Elden Street frontage within the Town road allowance, and proposed elevations for the future Site Plan Application, all to the satisfaction of the Director of Community and Development Services and the Director of Operations.
12. That the Owner agrees in the Condominium Agreement to grant to the Town any required easements for services or utilities free and clear of any mortgages, liens or encumbrances.
13. The Owner agrees to include wording in the Condominium Agreement stating that fences shall not be permitted within the common element areas located between all property lines and each of the rear condominium unit lines, as shown on the Draft Plan of Vacant Land Condominium prepared by Upper Canada Consultants, identified as Drawing Number 22115-DP. Fences shall be permitted within the exclusive use areas of the Condominium, provided that such fences comply with all in effect Town By-laws.
14. That the Owner agrees to include wording in the Condominium Agreement to install, at its own expense, a board-on-board wooden fence that spans the entire length of the northern, eastern, and southern property lines, in accordance with the Town's Fence By-law.

15. That the Owner agrees to include wording in the Condominium Agreement to obtain demolition permits from the Town for the existing structures on the subject lands, and further agrees to ensure that the existing structures are fully demolished and the lands are cleared of any debris in advance of any site preparation or construction, all at the Owners expense.
16. That the Condominium Agreement include the following clauses:
- (a) *Should deeply buried archaeological remains/resources be found during construction activities, all activities impacting archaeological resources must cease immediately, and the proponent must notify the Archaeology Programs Unit of the Ministry of Citizenship and Multiculturalism ("MCM") (416-212-8886) and contact a licensed archaeologist to carry out an archaeological assessment in accordance with the Ontario Heritage Act and the Standards and Guidelines for Consultant Archaeologists.*
  - (b) *In the event that human remains are encountered during construction, all activities must cease immediately and the local police as well as the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services (416-326-8800) must be contacted. In situations where human remains are associated with archaeological resources, MCM should also be notified to ensure that the site is not subject to unlicensed alterations which would be a contravention of the Ontario Heritage Act.*
17. That the private road within the development be named to the satisfaction of the Town, in accordance with the Town's Municipal Street Naming Policy.

### **TOWN URBAN FORESTRY**

18. That the Owner agrees to include wording in the Condominium Agreement to implement the "Tree Protection Plan" completed by adesso design inc., dated November 18, 2024, as approved by Town Staff, which specifies proper precautions and protection measures

for implementation in advance of site preparation and construction.

19. That the Owner provides a replanting and replacement plan to replace trees required to be removed to facilitate development. The number of trees to be replaced, and amount of security fees will be determined by Town Staff once final tree removal requirements have been finalized. That the Owner agrees to pay any required fees set out by the Town's Urban Forestry By-law Enforcement Officer for the replacement of any trees removed from the subject lands but not replaced, in advance of any site preparation or construction occurring.
20. The Owner acknowledges that the injuring of any boundary tree is subject to an application to the Town for a permit to injure a private tree. The injuring must be carried out by, or under the supervision of, a Certified Arborist following approved industry standards. An Arborist Report must be received by the Town prior to the permit being issued, that clearly outlines the process, and that states that the tree can be safely retained following the injuring of the tree.

## **TOWN OPERATIONS**

21. That detailed design drawings with calculations for the watermain system, including required fire flows and existing system flows, be submitted to the Town's Operations Department for review and approval.
22. That detailed design drawings with calculations for the sanitary sewer system and stormwater drainage systems required to service this proposal be submitted to the Town's Operations Department for review and approval.
23. That prior to the approval of the final plan the Owner submits detailed construction plans

showing the entrance and internal road design to the Town's Operations Department for review and approval.

24. That the owner agrees to consult with Canada Post and the Town's Operations Department to determine suitable permanent locations for the community mailboxes (if required), which shall be included on the appropriate servicing plans.
25. That the Owner agrees to be responsible for 100% of the costs for the installation of a 1.5-metre wide sidewalk spanning across the entirety of the subject land's Elden Street frontage. The Owner shall provide the Town with a cost breakdown detailing the cost and quantities for this sidewalk as part of the comprehensive cost estimate being submitted for the entirety of the subject lands.
26. That the Owner agrees to be responsible for 100% of the costs for the installation of (approximately 41m according to submitted documents) storm sewer on Elden Street in order to provide the subject property with a minimum storm sewer frontage of 3 metres. The Owner shall provide the Town with a cost breakdown detailing the cost and quantities for this work as part of the comprehensive cost estimate being submitted for the entirety of the subject lands.
27. That the Owner agrees to be responsible for 50% of the costs for the improvement of existing sidewalk from the south limit of the subject property's Elden Street frontage extending to the Elden Street and Field Road intersection, which shall also be installed at a 1.5 metre width. The Owner shall provide the Town with a cost breakdown detailing the cost and quantities for this sidewalk as part of the comprehensive cost estimate being submitted for the entirety of the subject lands.
28. That the Owner agrees to the following in the Condominium Agreement:

- a) That on-street parking shall be prohibited for the proposed private road internal to the subject lands, and that the Owner be responsible for the purchase and installation of all required regulatory and street signage.
- b) That the Condominium Agreement includes a clause that the Town's Operations Department will not provide any snow plowing and/or sanding within the Condominium Corporation lands, and that the Owner must provide sufficient space to accommodate snow storage within the development lands.
- c) That the Condominium Agreement includes a statement that the private sanitary and stormwater management systems may be subject to periodic inspections by the Town's Operations Department and shall be maintained by the Condominium Corporation and if not maintained, after receiving written notice, the Town's Operations Department has the authority to enter the private lands, carry out the required repairs and charge the Condominium Corporation accordingly.
- d) That the Owner will be required to post the standard securities and cash deposits relating to primary and secondary services for both on-site and off-site works, plan reviews, site inspections (based on working days), signs and barricades, and road clean up prior to commencing the installation of any services.
- e) That all infrastructure works will be constructed to current Town specifications.
- f) That all construction plans and supporting reports will be subject to a peer review at the Owner's cost.
- g) That all proposed infrastructure will be subject to the Town's inspection at the Owner's expense including qualitative and quantitative tests made of any materials used in the

construction of any works.

- h) That the Owner agrees in the Condominium Agreement to grant to the Town any required easements for services or utilities.
- i) That a Street Lighting Design and Plan is submitted to the Town's Operations Department for review and approval.
- j) That a Streetscape Plan of the internal streets illustrating the location of on-street parking, street trees, pavement markings, community mailbox(s) locations, hydrants, regulatory and no parking signs and street lighting is submitted to the Town's Operations Department for review and approval.
- k) That all sanitary sewer, watermain and storm sewer construction will be in accordance with current Town Specifications and subject to approval by the Town's Operations Department.
- l) That a comprehensive Stormwater Management Report be submitted to the Town's Operations Department for review and approval.
- m) That a Site Alteration and Sediment Control Plan is submitted to the Town's Operations Department for review and approval.
- n) That the Owner will be required to submit an overall Lot Grading Plan to be reviewed and approved by the Town's Operation Department noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site.
- o) That the private internal water system shall be subject to annual inspections and maintenance by the Operations Department and that the costs associated with those



inspections and maintenance will be borne by the Condominium Corporation.

- p) That any future proposed works and/or maintenance on the private internal water system proposed to be completed by the Condominium Corporation shall be subject to review and approval by the Town's Operations Department prior to any such works taking place.
- q) That the internal private watermain system be metered in a chamber at the property line before entering the Condominium Corporation lands. The Condominium Corporation will be billed for the total amount of water read at the meter entering the development. The installation of individual water meters for each unit and/or a meter for irrigation purposes is optional.
- r) That prior to the issuance of a building permit, the Owner will verify, to the satisfaction of the Fire Chief and the Chief Building Official, the fire flow requirements for the proposed buildings, having a qualified engineer confirm that the required flows are acceptable, as well as mark all proposed hydrants with the appropriate colour flow rate identification disc.
- s) That the Owner agrees that during the construction of the development that the site will be kept in a reasonably tidy condition so that the raising of dirt and dust is kept to a minimum and further that all roads adjacent to and in the vicinity of the development are kept clean of mud and debris as per Town's Street Cleaning Policy for new developments (Policy CDS-PLG-005).

#### **REGIONAL MUNICIPALITY OF NIAGARA**

29. That the applicant submit a Detailed Noise Study to Niagara Region and the Town of Niagara-on-the-Lake for review and approval.

30. That the Condominium Agreement between the applicant and the Town contain provisions whereby the applicant agrees to implement the recommendations of the approved Detailed Noise Study, as required in the condition above, to the satisfaction of the Town and Niagara Region.
31. That the applicant be required to modify the plan to conform to the Niagara Regional Waste Collection Policy and the Owner shall enter into an Indemnity Agreement with Niagara Region for this service. Should the owner fail to conform with this policy, the Owner shall provide a written undertaking to Niagara Region acknowledging that because the site design does not meet the Region's Waste Policy, waste collection for the development will not be provided by Niagara Region. A similar clause shall be inserted in the Condominium Agreement between the applicant and the municipality. In addition, the following warning clause shall be included in the agreement and inserted in all Agreements of Purchase and Sale or Lease for each unit:

*"Purchasers/Tenants are advised that due to the site layout, garbage pick-up for the development will be provided by the condominium corporation through a private contractor and not Niagara Region."*

### **BELL CANADA**

32. That the Condominium Agreement include the following clauses:
- (a) *"That 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."*
  - (b) *"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."*

*(c) That the Owner is to provide Bell Canada with servicing plans/CUP at their earliest convenience to [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) to confirm the provision of communication/telecommunication infrastructure needed to service the development. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development."*

### **CANADA POST**

33. The Owner shall complete to the satisfaction of the Director of Operations of the Town of Niagara on the Lake and Canada Post:

- (a) Include on all offers of purchase and sale, a statement that advises the prospective purchaser:
  - i. that the home/business mail delivery will be from a designated Centralized Mail Box.
  - ii. 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.
- (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 subdivision.

- 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 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 or condominium.
  - iv. 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. Maps are also to be prominently displayed in the sales office(s) showing specific Centralized Mail Facility locations.
- (c) Canada Post's multi-unit policy, which requires that the owner/developer provide the centralized mail facility (front loading lockbox assembly or rear-loading mailroom [mandatory for 100 units or more]), at their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.

**ENBRIDGE GAS INC.**

34. That the Condominium Agreement include the following clauses:

- (a) *"That the applicant shall use the Enbridge Gas Get Connected tool to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping and/or asphalt paving.*
- (b) *In the event that easement(s) are required to service this development, and any future adjacent developments, the Owner agrees to provide Enbridge Gas Inc. (Enbridge Gas)*

*the necessary easements at no cost and/or agreements required by Enbridge Gas for the provision of local gas services for this project, in a form satisfactory to Enbridge Gas.*

- (c) *The applicant will contact Enbridge Gas Customer Service at 1-877-362-7434 prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.”*

**Niagara-on-the-Lake Hydro Inc.**

35. The Owner agrees to engage with Niagara-on-the-Lake Hydro Inc. regarding the electrical requirements for the proposed development.

**Clearance of Conditions**

Prior to granting final approval for the condominium plan, the Town of Niagara-on-the-Lake Community and Development Services Department requires **written notification** from the following agencies that their respective conditions have been met satisfactorily.

<b>Department or Agency</b>	<b>Conditions</b>
Town Community & Development Services	1 - 17
Town Urban Forestry	18 - 20
Town Operations	21 - 28
Niagara Region	29 - 31
Bell Canada	32
Canada Post	33
Enbridge Gas	34
Niagara-on-the-Lake Hydro	35

Clearance of the conditions of final approval should be coordinated with the following contacts:

<b>Department or Agency</b>	<b>Contact Name</b>	<b>Address</b>	<b>Phone</b>	<b>Email</b>
Town Community and Development Services	Kirsten McCauley, Director of Community & Development Services	1593 Four Mile Creek Road, P.O. Box 100, Virgil, ON, L0S 1T0	(905) 468-3266	kirsten.mccauley@notl.com

Town Operations Department	Darren MacKenzie, Director of Public Works	1593 Four Mile Creek Road, P.O. Box 100, Virgil, ON, L0S 1T0	(905) 468-3266	darren.mackenzie@notl.com
Town Fire and Emergency Services	Jay Plato, Fire Chief	1593 Four Mile Creek Road, P.O. Box 100, Virgil, ON, L0S 1T0	(905) 468-3266	jay.plato@notl.com
Town Corporate Services Department	Grant Bivol, Town Clerk	1593 Four Mile Creek Road, P.O. Box 100, Virgil, ON, L0S 1T0	(905) 468-3266	clerks@notl.com
Town Urban Forestry	Harry Althorpe, Urban Forestry By-law Enforcement Officer	1593 Four Mile Creek Road, P.O. Box 100, Virgil, ON, L0S 1T0	(905) 468-3266	Harry.Althorpe@notl.com
Niagara Region	Amy Shanks, Senior Planner	1815 Sir Isaac Brock Way, P.O. Box 1042, Thorold, ON, L2V 4T7	(905) 980-6000	amy.shanks@niagararegion.ca
Enbridge Gas	Willie Cornelio, Sr Analyst Municipal Planning	500 Consumers Road, North York, ON M2J 1P8	(416)-495-6411	municipalplanning@enbridge.com
Bell Canada	Juan Corvalan, Senior Manager, Municipal Liaison		(416) 570-6726	planninganddevelopment@bell.ca
Niagara-on-the-Lake Hydro	Kevin Sidey, Senior Engineering Technologist	8 Henegan Road, PO Box 460, Virgil, ON, L0S 1T0	(905) 468-7343	ksidey@notlhydro.com

### Review of Conditions

Should any of the conditions appear unjustified or their resolution appear onerous, requests to revise or remove conditions may be presented by the owner to the Committee of the Whole. The Committee will consider requests to revise or delete conditions, subject to ratification by Town Council.