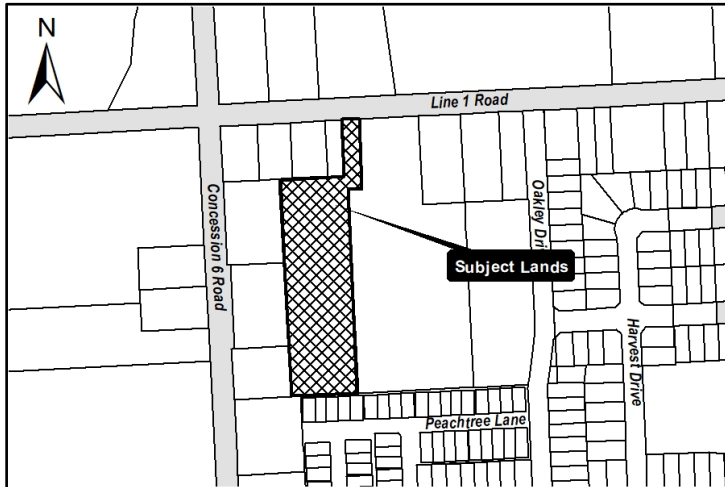




What:	Notice of Decision for an Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Vacant Land Condominium (under Section 22, Section 34 and Section 51, respectively, of the <i>Planning Act, R.S.O. 1990, c. P.13</i> , as amended).
When:	Approved at the November 26, 2024 Council Meeting
Regarding:	Official Plan Amendment 98 – By-law 2024-077 (File OPA-02-2024) Zoning By-law Amendment - By-law 4316FU-24 (File ZBA-04-2024) Draft Plan of Vacant Land Condominium “The Haven” (File 26CD-18-24-02) Lands South and East of 419 Line 1 Road, Niagara-on-the-Lake

What is this?



Town Council for Niagara-on-the-Lake has considered written and oral submissions and approved an Official Plan Amendment, Zoning By-law Amendment and a Draft Plan of Vacant Land Condominium on the subject lands as follows (see the location map):

Official Plan Amendment 98

The Official Plan Amendment redesignates the lands to “EX-RES-17”. This site-specific designation permits a maximum of 48 townhouse

dwelling units with a maximum residential net density of 44.5 units per hectare.

Zoning By-law 4316FU-24

The By-law provides a “Residential Multiple (RM1-47) Site Specific Zone,” to permit the condominium development of forty-eight (48) townhouse dwelling units and to set out site-specific provisions for lot frontage, lot area per unit, unit area, lot coverage, front yard setbacks from a private road, interior side yard setbacks to a dwelling or parking area, setbacks from the rear of a dwelling unit, distance between buildings on the same lot, total width of garage doors, and encroachments into rear yard and front yard.

Draft Plan of Vacant Land Condominium 26CD-18-24-02

The Draft Plan of Vacant Land Condominium proposes the creation of forty-eight (48) block townhouse dwelling units to be accessed via a private road, with common elements for landscaping, the private road, visitor parking, and servicing. The Draft Plan Conditions of Approval are attached to this Notice.





The last date for filing a notice of appeal is December 19, 2024.

A notice of appeal:

- i. must be filed with the Town Clerk;
- ii. must set out the reasons for the appeal; and
- iii. must be accompanied by the fee required by the Ontario Land Tribunal.

Please refer to the Ontario Land Tribunal website at olt.gov.on.ca for more information.



Further notice and appeal eligibility:

Only individuals, corporations or public bodies may appeal decisions in respect of a proposed Official Plan Amendment, Zoning By-law Amendment and/or a Draft Plan of Vacant Land Condominium to the Ontario Land Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

Any of the Conditions of Approval may be appealed at any time before final approval of the plan of condominium by the applicant, public body, a specified person, the Minister and the Town by filing a notice of appeal with the Town Clerk. You will be entitled to receive notice of any changes to the conditions of approval of the proposed plan of subdivision if you have made a written request to be notified of changes

No person or public body shall be added as a party to the hearing of the appeal of the decision of Town Council, unless the person or public body, before Town Council made its decision, made oral submissions at a public meeting or written submissions to Town Council, or, in the opinion of the Ontario Land Tribunal, there are reasonable grounds to add the person or public body as a party.

Third party appeals are restricted for these applications as per Bill 185, *Cutting Red Tape to Build More Homes Act, 2024. Planning Act* appeals may be filed by the applicant, the Minister of Municipal Affairs and Housing, a “specified person” (as defined by the *Planning Act 1(1)*), and any “public body” (as defined by the *Planning Act 1(1)*).

Dated at the Town of Niagara-on-the-Lake, **November 29, 2024**

Grant Bivol, Town Clerk (clerks@notl.com or 905-468-3266)

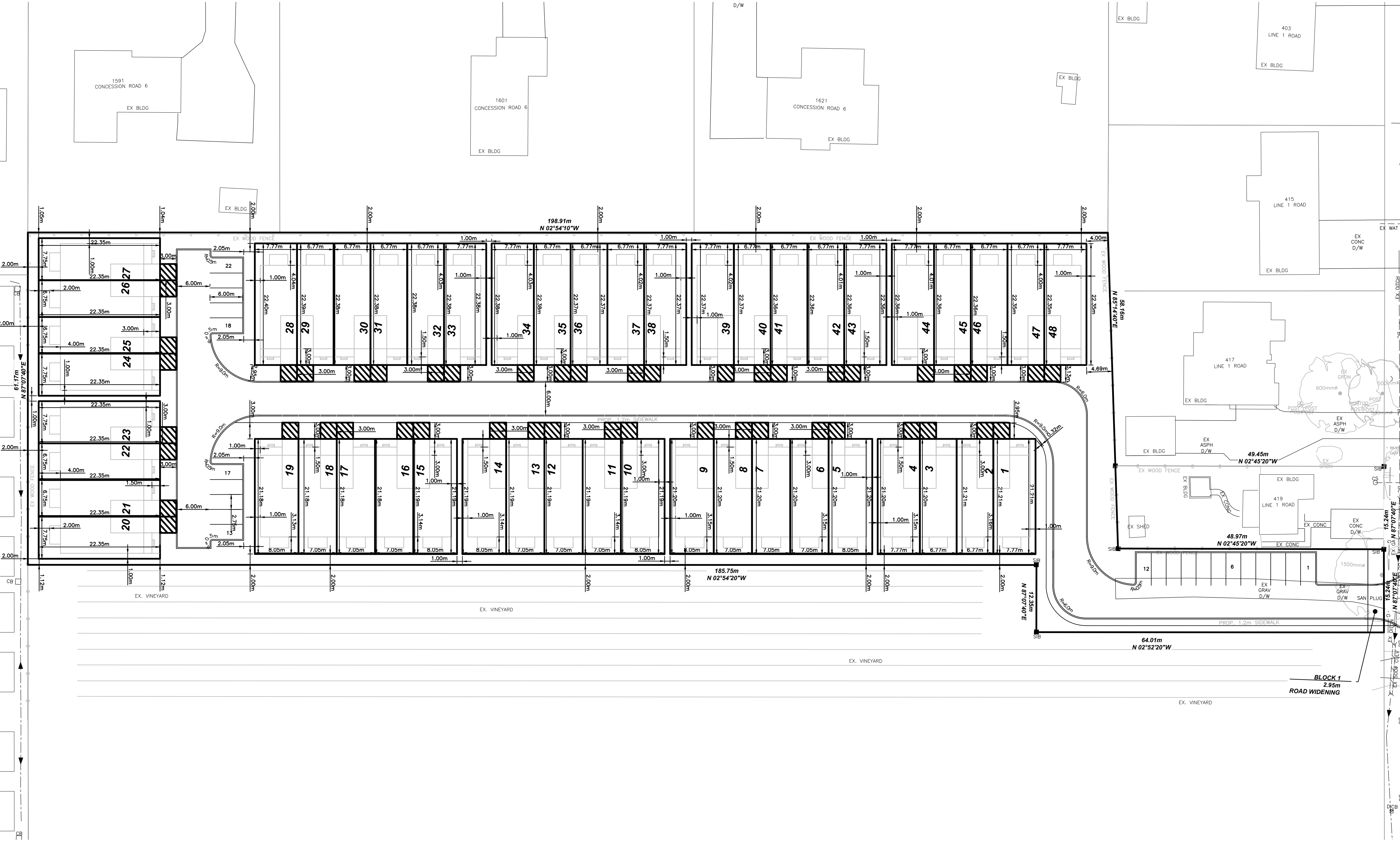
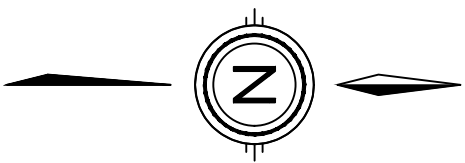
Town Hall, 1593 Four Mile Creek Road, P.O. Box 100, Virgil, ON L0S 1T0

UNIT #	LOT AREA m ²	EXCLUSIVE USE AREA—DRIVEWAYS
1	164.78	8.99
2	143.57	9.00
3	143.56	9.00
4	164.75	9.00
5	170.62	9.00
6	149.41	9.00
7	149.40	9.00
8	149.39	9.00
9	170.57	9.00
10	170.56	9.00
11	149.35	9.00
12	149.34	9.00
13	149.33	9.00
14	170.51	9.00
15	170.49	9.00
16	149.30	9.00
17	149.29	9.00
18	149.28	9.00
19	170.45	9.00
20	173.21	9.00
21	150.86	9.00
22	150.86	9.00
23	173.21	9.00
24	173.21	9.00
25	150.86	9.00
26	150.86	9.00
27	173.21	9.00
28	173.95	9.00
29	151.55	9.00
30	151.54	9.00
31	151.53	9.00
32	151.52	9.00
33	173.88	9.00
34	173.87	9.00
35	151.48	9.00
36	151.47	9.00
37	151.45	9.00
38	173.81	9.00
39	173.79	9.00
40	151.41	9.00
41	151.40	9.00
42	151.39	9.00
43	173.74	9.00
44	173.72	9.00
45	151.35	9.00
46	151.34	9.00
47	151.33	9.00
48	173.67	9.05
TOTAL	7639.42m ²	432.04m ²

THE HAVEN

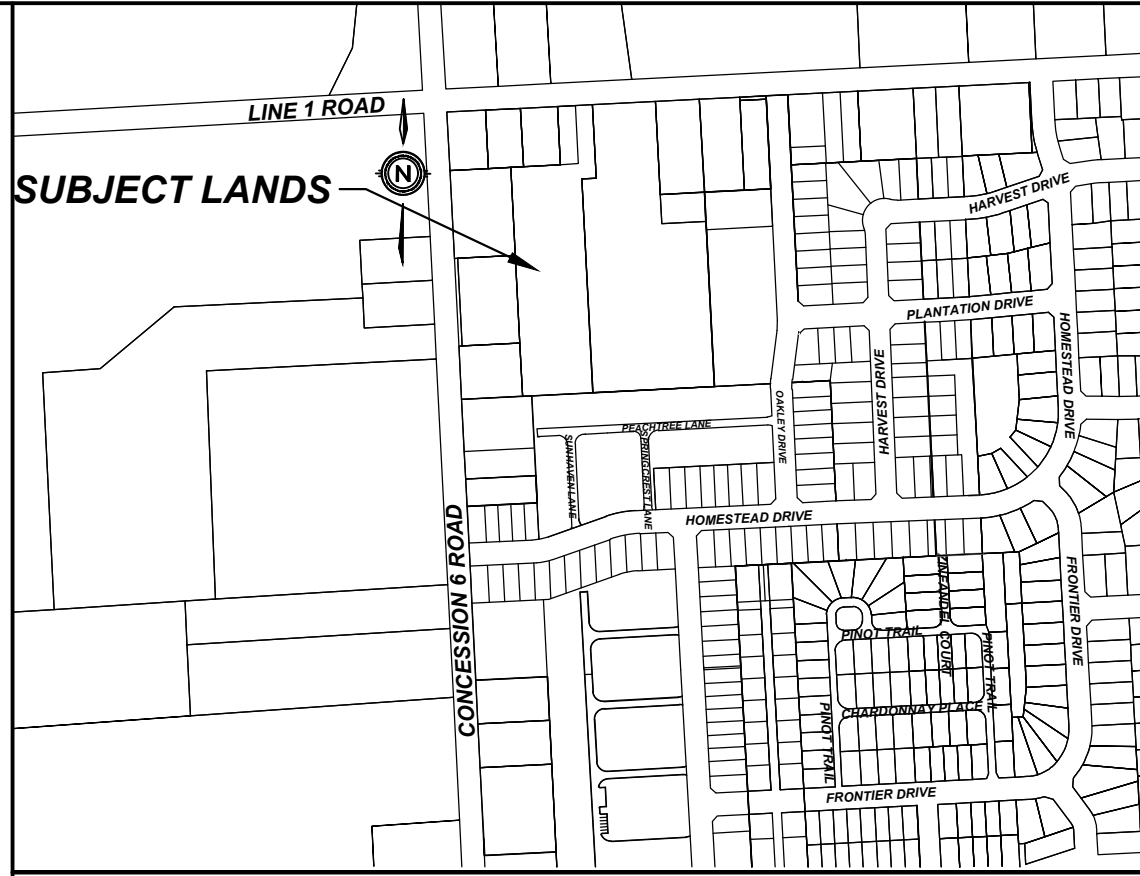
LANDS SOUTH OF 419 LINE 1 ROAD, VIRGIL

TOWN OF NIAGARA - ON - THE - LAKE



TOTAL LOT AREA	7639.42m ²
TOTAL EXCLUSIVE USE (TOTAL DRIVEWAY AREA)	432.04m ²
TOTAL COMMON ELEMENT AREA	5042.50m ²
TOTAL AREA	13113.96m ²

LEGEND
[Hatched Box] PROPOSED EXCLUSIVE USE DRIVEWAY



KEY PLAN

N.T.S.

DRAFT PLAN OF CONDOMINIUM

LEGAL DESCRIPTION

PART OF LOTS 118
GEOGRAPHIC TOWNSHIP OF NIAGARA,
NOW IN THE TOWN OF
NIAGARA-ON-THE-LAKE
REGIONAL MUNICIPALITY OF NIAGARA

OWNER'S CERTIFICATE

BEING THE REGISTERED OWNER, I HEREBY
AUTHORIZE UPPER CANADA CONSULTANTS TO
PREPARE AND SUBMIT THIS DRAFT PLAN OF
VACANT LAND CONDOMINIUM TO THE TOWN OF
NIAGARA-ON-THE-LAKE FOR APPROVAL.

AUGUST 2024
BICE BUILDERS DATE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF
THE LANDS TO BE SUBDIVIDED ARE
CORRECTLY SHOWN.


JD BARNES LTD. ROY S. KIRKUP

**REQUIREMENTS OF SECTION 51(17)
OF THE PLANNING ACT**

a) SEE PLAN	e) SEE PLAN	i) SILTY SAND
b) SEE PLAN	f) SEE PLAN	j) SEE PLAN
c) SEE PLAN	g) SEE PLAN	k) FULL SERVICE
d) SEE PLAN	h) MUNICIPAL WATER	l) SEE PLAN

LAND USE SCHEDULE		
AREA	ha	% COVERAGE
BUILDING (48 UNITS)	0.529	40.20
DRIVEWAY	0.086	6.53
ROAD	0.225	17.10
ROAD WIDENING	0.005	0.38
LANDSCAPING	0.471	35.79
TOTAL	1.316	100.00
UNITS	48	
DEVELOPABLE AREA	1.086ha	
DENSITY (UNITS/DEVELOPABLE AREA)	44.2u/ha	
PARKING SPACES — DRIVEWAY	96	
PARKING SPACES — GUESTS	22	

2	REMOVED 2 UNITS/SHIFTED ENTRANCE	2024-05-29	J.S.
0	ISSUED FOR APPROVAL	2024-01-04	AS
#	REVISION	DATE	INIT

**UPPER CANADA
CONSULTANTS**
ENGINEERS / PLANNERS

DRAWING TITLE	DRAFTING AS
DRAFT PLAN OF THE HAVEN LANDS SOUTH OF 419 LINE 1 ROAD, VIRGIL	DATE AUGUST 28, 2024
	PRINTED SEPTEMBER 19, 2024
	SCALE 1:400
	DWG No. 21265-DP REV 0

File: 26CD-18-24-02
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 for lands located south Line 1 Road, more specifically, south of 419 Line 1 Road, and east of Concession 6 Road, and legally described as “Part of Township Lot 118 Niagara Part 2 of Registered Plan 30R16065”, Town of Niagara-on-the-Lake, Regional Municipality of Niagara, File 26CD-18-24-02 are as follows:

TOWN COMMUNITY AND DEVELOPMENT SERVICES

1. That this approval applies to “The Haven” Draft Plan of Vacant Land Condominium prepared by Upper Canada Consultants, dated August 28, 2024, and printed September 19, 2024, identified as Drawing Number 21265-DP, for lands with no municipal address, located south of 419 Line 1 Road, and legally described as “Part of Township Lot 118 Niagara Part 2 of Registered Plan 30R16065,” Town of Niagara-on-the-Lake, Regional Municipality of Niagara, showing forty-eight (48) vacant land units for townhouse dwellings, 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 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 provides an undertaking to the Town agreeing that a properly executed copy of the transfer of the lands to the Town will be deposited to the Clerk concurrently with the registration of the final Plan of Condominium, respecting the road widening of 2.95 metres along Line 1 Road as identified in Condition 23.
8. That the Owner receives final approval to an Official Plan Amendment to permit an increased density for the development of the subject lands.
9. 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.

10. 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.
11. 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.
12. That the Owner submits a Landscape Plan and Planting Plan to identify locations for mature plantings including landscaping and trees, a Streetscape Plan and proposed dwelling elevations for the future Site Plan Application for review by the Town's Urban Design Committee, and for review and approval by the Director of Community and Development Services.
13. 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.
14. That the Owner agrees to include wording in the Condominium Agreement that the Owner may consider entering into a Reciprocal Access Easement with the abutting lands to the east of the subject lands, legally described as "PT LOT 118 RP 30R8124 PART 2 PART 3," at the discretion of the Condominium Corporation, and at the time of future development of these lands.
15. 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 21265-DP.

16. That the Owner agrees to include wording in the Condominium Agreement to maintain the existing board on board wood fence as shown in the Draft Plan of Vacant Land Condominium prepared by Upper Canada Consultants, identified as Drawing Number 21265-DP, and extend such fence to visually screen the entirety of the parking spaces numbered one (1) through twelve (12) located nearest to Line 1 Road.

TOWN FIRE AND EMERGENCY SERVICES

17. That the Owner agrees in the Condominium Agreement include wording wherein the Owner agrees to install a residential fire sprinkler system in each townhouse dwelling unit constructed on the subject lands, at the Owners' expense. The Owner agrees that prior to the issuance of a building permit, the Owner shall prepare at its own expense and submit a Fire Sprinkler System Design to the Town's Fire Chief and the Chief Building Official for review and approval.

TOWN URBAN FORESTRY

18. The Owner agrees to retain a Certified Arborist to provide a professional opinion to determine whether the mature White Oak boundary tree located within the Town's Road allowance on Line 1 Road and partially on the subject lands, which is approximately 134 centimeters in diameter, can be retained and remain in good health considering the future construction of the private road and related servicing that will affect the root system of the tree. The Certified Arborist will submit a written professional opinion, with supporting analysis and justification, to the Town's Urban Forestry By-law Enforcement Officer for review and approval.

19. If the Certified Arborist determines that the White Oak tree referenced in Condition 18 above can be retained and remain in good health following construction on the subject lands, the Certified Arborist shall prepare a Tree Protection Plan which sets out measures

to protect the White Oak tree during construction and site preparation, which shall be submitted for review and approval by the Town's Urban Forestry By-law Enforcement Officer. The Owner agrees to integrate the following into the Condominium Agreement:

- i. The Owner agrees to implement the recommendations of the Tree Protection Plan which specify proper precautions and protection measures for implementation in advance of site preparation and construction.
- ii. The Owner agrees to obtain a permit to injure the White Oak tree located in the Town's Line 1 Road allowance.
- iii. The injuring shall be carried out by, or under the direct supervision of a Certified Arborist following approved industry standards. In advance of any work proceeding on the subject lands, including but not limited to site grading, the Certified Arborist shall confirm in writing that the tree can be safely retained following the injuring of the tree.
- iv. The Certified Arborist which carries out or supervises the work, shall submit a report to the Town's Urban Forestry By-law Enforcement Officer, which clearly identifies and documents the process carried out. Hydrovac or air spading and root pruning must be documented with photographs.
- v. Tree protection fencing shall be installed and inspected by Town staff prior to any work proceeding on the subject lands.
- vi. The Owner agrees to pay the required intent to injure permit fees, to be paid in accordance with Town By-law No. 5139-19, or any successor thereto.
- vii. The Owner agrees to retain a Certified Arborist to monitor the health of the White Oak tree for a three (3) year period, which shall commence on the day that a building permit is issued on the subject lands. The Certified

Arborist shall submit a report to the Town's Urban Forestry and By-law Enforcement Officer each year, commencing one (1) year after a building permit is issued on the subject lands, which assesses the health of the tree.

viii. If the Certified Arborist determines through any of the annual reports that the tree is not in good health, and does not have a strong chance of survival, the Owner agrees to remove the tree and undertake all associated cleanup of the tree at its own expense and agrees to provide the Town with compensation for replanting the tree. The compensation dollar amount will be determined by the Town's Urban Forestry By-law Officer at the time of tree removal.

b) If the Certified Arborist determines that the White Oak tree referenced in Condition 18 above cannot be retained and will not remain in good health following construction or site preparation on the subject lands, the Owner agrees to pay the required fees set out by the Town's Urban Forestry By-law Enforcement Officer for the replacement of the tree removed from the subject lands, in advance of any site preparation or construction occurring. The Owner agrees to remove the tree and undertake all associated cleanup of the tree at its own expense.

TOWN OPERATIONS

20. 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 its review and approval.

21. That detailed design drawings with calculations for the sanitary sewer system required to service this proposal be submitted to the Town's Operations Department for its review and approval.

22. That detailed design drawings with calculations for the stormwater drainage systems required to service this proposal in accordance with the approved Stormwater Management Report be submitted to the Town's Operations Department for its review and approval.
23. That a road widening of 2.95 metres along Line 1 Road (shown as Block 1) be deeded to the Town free and clear of any mortgages, liens, and encumbrances to the satisfaction of the Town's Operations Department.
24. 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 its review and approval.
25. That the Owner agrees to consult with Canada Post and the Town's Operations Department to determine suitable permanent locations for the community mailboxes, which shall be included on appropriate servicing plans.
26. That the private roads within the development be named to the satisfaction of the Town of Niagara-on-the-Lake, in accordance with the Town's Municipal Street Naming Policy.
27. That the Owner agrees in the Condominium Agreement to install a sidewalk being 1.2 metres in width along the entire eastern side of the private road, which spans from Unit 19 to Line 1 Road, as shown on the Draft Plan of Vacant Land Condominium prepared by Upper Canada Consultants, dated August 28, 2024, identified as Drawing Number 21265-DP at the Owners expense. Sidewalks are to be installed as per the Town's Sidewalk Installation Policy for new developments (Policy CDS-PLG-004).
28. That the Owner agrees in the Condominium Agreement:
- a) That on-street parking be prohibited, and that the Owner be responsible for the purchase and installation of all required regulatory and street signage.

- b) To include 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) To include 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 is 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 expense.
- 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 the centerline radius of all intersections in the development shall meet the Fire Department, Ontario Building Code requirements and Regional requirements (if applicable) for waste collection and emergency access.

- j) That a street lighting design/plan is submitted to the Town's Operations Department for review and approval.
- k) That a Streetscape Plan of the internal streets illustrating the location of parking areas, 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.
- l) That a Landscape Plan and Planting Plan be submitted, separate from the Streetscape Plan to the satisfaction of the Town's Operations Department and Community and Development Services Department.
- m) That all sanitary sewer, watermain and storm sewer construction will be in accordance with current Town Specifications and subject to the Town's Operations Department for approvals.
- n) That all offers and agreements of purchase and sale shall contain a clause that the purchaser will be responsible for their proportionate share of future maintenance of the Bright's Drain as determined through the *Ontario Drainage Act*, s17, RSO 1990.
- o) That a comprehensive Stormwater Management Report be submitted to the Town's Operations Department for review and approval.
- p) That a Site Alteration and Sediment Control Plan is submitted to the Town's Operations Department for review and approval.
- q) That the Owner is required to submit an overall Lot Grading Plan to be approved by the Town's Operations Department noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site.

- r) That a Sediment Control Plan is submitted to the Town's Operations Department for review and approval.
- s) That the private internal water system shall be subject to annual inspections and maintenance by the Town's Operations Department and that the costs associated with those inspections and maintenance will be borne by the Condominium Corporation.
- t) That any future proposed works and/or maintenance on the private internal water system proposed to be completed by the Condominium Corporation be subject to the review and approval of the Town's Operations Department prior to any such works taking place.
- u) 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.
- v) 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 professional engineer confirm that the required flows are acceptable, as well as mark all proposed hydrants with the appropriate colour flow rate identification disc.
- w) 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).

- x) That all design, construction, inspection, testing and sampling must conform to the requirements of the Town's municipal Consolidated Linear Infrastructure Environmental Compliance Approval (CLI ECA) for both sanitary and stormwater infrastructure.

REGIONAL MUNICIPALITY OF NIAGARA

29. That the Condominium Agreement includes the following clause:

- (a) *"If deeply buried or previously undiscovered archaeological remains/resources are found during development activities on the subject lands, all activities must stop immediately. If the discovery is human remains, contact the police and coroner to secure the site. If the discovery is not human remains, the area must be secured to prevent site disturbance. The project proponent must then follow the steps outlined in the Niagara Region Archaeological Management Plan: Appendix C".*

30. That the Owner agrees to include the following warning clause in all Agreements of Purchase and Sale or Lease or Occupancy, and that it also be included in the Condominium Agreement:

- (a) *"These lands are in proximity to lands designated for agricultural uses. The lands may be subject to noise, odour, and/or dust from nearby agricultural operations, which may interfere with some activities of the dwelling occupants."*

31. That the Owner provides written acknowledgement to Niagara Region stating that draft approval of this condominium does not include a commitment of servicing allocation by Niagara Region as servicing allocation will not be assigned until the plan is registered and that any pre-servicing will be at the sole risk and responsibility of the Owner.

32. That the Owner provides a written undertaking to Niagara Region stating that all Offers and

Agreements of Purchase and Sale or Lease, which may be negotiated prior to registration of this condominium shall contain a clause indicating that servicing allocation for the condominium will not be assigned until the plan is registered, and that a similar clause be inserted in the condominium agreement between the Owner and the Town of Niagara-on-the-Lake.

33. That prior to final approval for registration of this plan of condominium, the Owner submits design drawings (with calculations) for the sanitary and storm drainage systems required to service this development to confirm the capacity in the Regional system prior to the Town signing off on the CLI ECA forms.
34. That the Owner complies with the requirements of Niagara Region's Corporate Policy for Waste Collection, and by-laws relating to the curbside collection of waste, and complete the required indemnity agreement and commencement of collection form prior to Regional waste collection services commencing on-site.
35. That the Owner submits engineering drawings for the proposed roads within the development to Niagara Region for review and approval to ensure the design can accommodate the Regional waste collection vehicles.
36. That the condominium agreement includes a provision whereby the Owner agrees to include the following warning clauses within all future Agreements of Purchase and Sale or Lease or Occupancy:
 - (a) *"Purchasers are advised that a properly executed indemnity agreement must be submitted from the private property owner(s) or property management company with signing authority to Niagara Region in order to maintain waste collection services on private roadway(s) and/or property(ies)".*
 - (b) *"Owners/Purchasers/Tenants of townhouse Units 20, 21 & 26 and 27 are advised that,*

in order to accommodate Regional Waste Collection Services, they will be required to bring their waste/recycling containers to the designated waste collection pads on the required collection day.”

BELL CANADA

37. 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 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

38. 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.

39. That the Condominium Agreement between the Owner and the Town 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) *If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.*
- (c) *In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas at no cost.*
- (d) *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.

40. 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.

Department or Agency	Conditions
Town Community & Development Services	1-16
Fire and Emergency Services	17
Town Urban Forestry	18-19
Town Operations	20-28
Niagara Region	29-36
Bell Canada	37
Canada Post	38
Enbridge Gas	39
Niagara-on-the-Lake Hydro	40

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

Department or Agency	Contact Name	Address	Phone	Email
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.