

## **Conditions of Final Condominium Approval**

### **2248 Centre Street, Lot 53 and Part of Lot 52, Registered Plan No. M-28 in the City of Thorold (City of Thorold File No. D07-01-2023)**

The conditions of final approval and registration of the 2248 Centre Street Plan of Condominium by Lally Homes Limited, City of Thorold are as follows:

*(Note: The headings inserted in these conditions are for convenience only and shall not be used as a means of interpreting the conditions.)*

#### **DRAFT PLAN**

1. This approval applies to the Draft Plan of Vacant Land Condominium located at 2248 Centre Street (Lot 53, Part of Lot 52, Registered Plan No. M-28), dated July 11, 2023 (plotted July 13, 2023), Reference No. 22-16-011-00, proposing:
  - Units 1-10 for block townhouse dwelling units;
  - Exclusive use driveway areas for each dwelling unit; and,
  - Common element areas consisting of one (1) private condominium road, parking areas, and open space areas.
2. That the final plan shall be prepared in general accordance with the above-noted plan, with a copy of the final plan being approved by the City's Manager of Planning. Minor amendments may be made to the plan at final approval.
3. This approval is for a period of three (3) years. Approval may be extended pursuant to Section 51 (33) of the *Planning Act R.S.O. 1990, c. P.13* but no extension can be granted once the approval has lapsed. If the Owner wishes to request an extension to the approval, a written explanation on why the extension is required, together with the resolution from the Region must be submitted for City Council's consideration, prior to the lapsing date.
4. If final approval is not given to this draft plan within three (3) years of the approval date, and no extensions have been granted, approval will lapse under Section 51 (32) of the *Planning Act R.S.O. 1990, c. P.13*.

#### **AGREEMENTS AND FINANCIAL REQUIREMENTS**

5. The Owner shall agree to pay to the City of Thorold all required processing and administration fees and any outstanding taxes or fees associated with the subject

lands.

6. The Owner shall submit a Solicitor's Certificate of Ownership for the Plan of Condominium land to the Department of Development Services.
7. That the Owner shall pay the applicable City of Thorold, Niagara Region, District School Board of Niagara, and Niagara District Catholic School Board development charges in place at the time of the Building Permit issuance.
8. That the Owner agrees in writing to satisfy all of the requirements, financial and otherwise, of the City of Thorold concerning the provision of roads, daylight triangles, lot reserves, road widenings, sidewalks, fencing, fire hydrants, street lighting, the extension and installation of services (sanitary sewers, watermain, and storm sewers), stormwater management, and drainage, including the upgrading of services, and the restoration of existing roads damaged during the development of the Plan of Condominium.
9. Prior to any site alteration, or final approval, the Owner shall submit all supporting materials, prepared by a qualified professional, as required by the City or any applicable authority, and shall agree to implement the recommendations of the reports, studies and plans to the satisfaction of the City, and any other applicable authority.

#### **LAND TRANSFERS AND EASEMENTS**

10. That the Owner agrees to deed any and all easements that may be required for access for utility and drainage purposes be granted to the appropriate authorities and utilities.

#### **ROADS AND ADDRESSING**

11. That the condominium road be named to the satisfaction of the City of Thorold.
12. That the Owner obtain approval from applicable City staff of a plan showing proposed units and unit numbering.
13. That the Owner provides detailed engineering design drawings for the roads, sidewalks and street lighting facilities required to service the subject lands to the City for review and approval.

#### **SIDEWALKS**

14. That the final plan for the property implement sidewalks along the internal road, to

provide safe pedestrian access to Centre Street.

15. That the Owner work with City of Thorold staff to make satisfactory arrangements for future sidewalk installation along Centre Street.

## **FENCING AND LANDSCAPING**

16. That the Owner provide required fencing along the hydro corridor and rail line, per requirements of the respective agencies.
17. That the Owner provide privacy fencing and / or landscaped buffer along the common boundaries with 2244 Centre Street, to the satisfaction of City of Thorold staff.

## **SNOW REMOVAL**

18. That the Condominium Declaration provide for snow storage areas and / or snow removal arrangements on the subject lands.

## **MUNICIPAL SERVICES**

19. That the Owner provide a private fire hydrant on the property to facilitate fire suppression on the property.
20. That the Owner will provide the City with the final proposed site servicing and grading plans for the subject property. The Department of Public Works and Community Services shall approve the plans prior to construction.
21. At the end of the project, the design engineer shall certify that all grading, storm sewers and stormwater management controls have been constructed in general conformity to the approved drawing. Copies of the certification shall be provided to the Department of Public Works and Community Services.

## **STORMWATER MANAGEMENT, GRADING AND SEDIMENT AND EROSION CONTROL**

22. That the Owner submit final grade control plan showing both existing and proposed grades and the means whereby major storm flows will be accommodated across the site to the Department of Public Works and Community Services and the for review and approval. The Owner will ensure that the Plan of Condominium land will remain in a natural state until such time as the detailed grade control plan is approved.
23. That prior to final approval or any on-site grading, the Owner submit to the

Department of Public Works and Community Services for review and approval two copies of a detailed stormwater management plan for the condominium and the following plans designed and sealed by a suitably qualified professional engineer in accordance with the Ministry of Environment, Conservation and Parks documents entitled “Stormwater Management Practices Planning & Design Manual – March 2003” (Ministry of Environment, Conservation and Parks), or the latest revision, and “Environmental Guide for Erosion and Sediment Control During Construction of Highway Projects, February 2007” (Ministry of Environment, Conservation and Parks), or the latest revision, and in accordance with the City of Thorold’s Lot Grading and Drainage Policy, and the City of Thorold’s Stormwater Management Facility Standards:

- a. Detailed lot grading and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site; and
  - b. Detailed sediment and erosion control plans.
24. That final sedimentation and erosion control plans be prepared for review and approval by the Department of Public Works and Community Services. All sediment and erosion control measures shall be maintained in good condition for the duration of construction until all disturbed surfaces have been stabilized. Muddy water shall not be allowed to leave the site.
  25. That detailed lot grading and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site, be submitted to the Department of Public Works and Community Services for review and approval.
  26. That prior to final approval, the Owner submit to the Department of Public Works and Community Services a detailed stormwater management plan for the development completed by a qualified engineer and prepared in accordance with the “Stormwater Management Practices Planning & Design Manual – March 2003” (Ministry of Environment, Conservation and Parks), or the latest revision.

## **COMMUNITY BENEFITS AND PUBLIC PARK**

27. That the Owner confirm satisfaction of Parkland Dedication requirements as permitted in Section 51.1 of the *Planning Act R.S.O. 1990, c. P. 13*.
28. The Developer agrees to pay cash-in-lieu to the City of Thorold for the value of the land otherwise required to be conveyed (5% of the land included in the plan).

## UTILITIES

29. That the Owner shall co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities.
30. That the Owner shall enter into any agreement as required by utility companies for installation of services, including street lighting, all in accordance with the standards of the City of Thorold. All utilities servicing the condominium shall be underground.
31. That the Owner agrees to grant easements as may be required for utility purposes to the appropriate authority.

## BELL CANADA

32. That requirements to be addressed through final approval / agreement are implemented, namely:

*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.*

*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*

## CANADA POST

33. That requirements to be addressed through final approval / agreement are implemented, namely:

*Owner shall complete to the satisfaction of the Director of Engineering of the City of Thorold 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 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 Plan of Condominium.*
  - 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 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 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.*

## **CN RAIL**

34. That requirements to be addressed through site plan approval / agreement are implemented, namely:
1. *Safety setback of principal buildings from the railway rights-of-way to be a minimum of 15 metres.*
  2. *The Owner shall install and maintain a chain link fence of minimum 1.83 meter height along the mutual property line.*
  3. *The Owner shall engage a consultant to undertake an analysis of noise. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.*
  5. *The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way:*

*"Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way."*

6. *The storm water management facility must be designed to direct away all runoff waters away from CN right of way including ditches, culverts and tracks.*
7. *The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.*
8. *The Owner shall enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.*
9. *The Owner shall be shall be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN.*

#### **ENBRIDGE GAS INC.**

35. That requirements to be addressed through final approval / agreement are implemented.

#### **HYDRO ONE NETWORKS INC.**

36. That requirements to be addressed through final approval / agreement are as follows:
37. Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF

copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.

38. Any development in conjunction with the condominium must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.
39. At the developer's expense, temporary fencing must be placed along the transmission corridor prior to construction, and permanent fencing must be erected along the common property line after construction is completed.
40. The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this condominium will be borne by the developer. The developer will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the condominium.
41. These conditions should in no way be construed as permission for or an endorsement of proposed location(s) for any road crossing(s) contemplated for the proposed development. This permission may be specifically granted by OILC under separate agreement(s). Proposals for any secondary land use including road crossings on the transmission corridor are processed through the Provincial Secondary Land Use Program (PSLUP). HONI, as OILC's service provider, will review detailed engineering plans for such proposals separately, in order to obtain final approval.
42. Should approval for a road crossing be granted, the developer shall then make arrangements satisfactory to OILC and HONI for the dedication and transfer of the proposed road allowance directly to the City of Thorold.
43. Access to, and road construction on the transmission corridor is not to occur until the legal transfer(s) of lands or interests are completed.

## **NIAGARA REGION**

44. That the Condominium Agreement contain the following warning clause with respect to the protection of any archaeological resources that may be encountered during construction activities:



*“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 (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.*

*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 Public and Business Services (416-326- 8800) must be contacted. In situations where human remains are associated with archaeological resources, the Ministry 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.”*

45. That the Condominium Agreement contain provisions whereby the Owner agree to implement the recommendations of the Noise Impact and Vibration Study prepared by SS Wilson Associates, Dated January 16, 2023. Including provisions for vibration mitigation measures to be implemented in the foundations of building facades exposed to rail noises, along with suitable acoustic insulation in the form of brick veneer or acoustically equivalent construction.
46. That the Condominium Agreement contain the following clauses relative to noise impacts:

**All Units**

*“Purchasers/tenants are advised that despite the inclusion of noise control features within this development area and within the dwellings, sound levels from increasing road and rail traffic may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the sound level exceeds the Municipality's and the Ministry of the Environment, Conservation and Parks noise criteria.”*

*“Purchasers/tenants are advised that the projected outdoor sound levels in the outdoor landscaped area due to existing and future rail traffic on the nearby rail line may exceed the provincial noise standards for outdoor living areas, and that such noise may at times interfere with outdoor activities should the owners/occupants desire to use such areas.”*

**All units containing balconies (if present)**

*“Purchasers/tenants are advised that despite the inclusion of noise control*

*features within this development and within the dwellings, sound levels from increasing road and rail traffic will continue to be of concern as the levels in the balcony exceed the Ministry of the Environment, Conservation and Parks criteria”.*

*“Warning: The CN Stamford Subdivision (operated by CN) and its assigns and successors in interest has or have right-of-way within 300 m from the subject land hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future, including the possibility that they or any railway company entering into an agreement with this railway company to use the right-of-way or their assigns or successors as aforesaid may expand their operations. The expansion may affect the living environment of the residents in the vicinity notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CN will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid right-of-way.”*

47. That a Record of Site Condition be completed, filed on the Ministry of the Environment, Conservation and Parks’ Environmental Site Registry, and submitted to Niagara Region with a certification from a Qualified Professional (QP) that the development lands meet the applicable standard(s) of the intended land uses.
48. That the Owner/Developer provides a written acknowledgement to Niagara Region Planning and Development Services Department 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/Developer.
49. That the Owner/Developer provides a written undertaking to Niagara Region Planning and Development Services Department 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 a similar clause be inserted in the Condominium Agreement between the Owner/Developer and the City.
50. That the Owner/Developer shall comply with Niagara Region’s Corporate Policy for Waste Collection and complete the Application for Commencement of Collection prior to Regional curbside waste collection services commencing.
51. The following warning shall be included in the Condominium Agreement and

inserted into all Offers and Agreements of Purchase and Sale or Lease for each property to survive closing:

- *“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).”*

## **FIRE DEPARTMENT**

52. The Condominium Declaration shall contain provisions as follows with respect to fire protection:

*Municipal and private fire hydrants shall be maintained in operating condition and shall be maintained free of snow and ice accumulations. Fire hydrants shall be readily available and unobstructed for use at all times.*

*Fire hydrants shall be inspected annually and after each use in accordance with the Ontario Fire Code. When fire hydrants are in use or being inspected in accordance with the Ontario Fire Code, fire hydrants shall be equipped with port caps that are secured wrench-tight. The port caps shall be removed and the connections inspected for wear, rust or obstructions that in any way hamper easy removal and corrective action shall be taken as needed. If the caps are missing, the hydrant shall be examined for obstructions or accumulated refuse and flushed. When complete the port caps shall be re-installed.*

*The hydrant barrel shall be inspected to ensure that no water has accumulated within the barrel when the main valve is in the closed position. Where the hydrant barrel is found to contain water, the drain valve shall be inspected for operation.*

*If the hydrant barrel is found to contain water because of poor drainage that is impractical to correct, approved measures shall be taken to prevent freezing during winter conditions.*

*Municipal and Private fire hydrant water flow shall be inspected annually. The main valve of the hydrant shall be fully opened and the hydrant operated with one port open and the water flow checked. A record of the fire hydrant operation as shall be kept on site at all times.*

*Municipal and Private fire hydrants shall be color-coded in accordance with NFPA 291, “Recommended Practice for Fire Flow Testing and Marking of Hydrants”.*

## **PLANNING DIVISION**

53. That the Condominium Declaration contain provisions noting the condominium corporation agrees to maintain the subject lands in compliance with the approved drawings and agreement.
54. That every covenant, condition, proviso and stipulation contained in the Condominium Agreement will apply and bind the Condominium Corporation established on the Lands in the same manner and with the same effect as if the Condominium Corporation had been a party to said Agreement. The Owner shall enter into an Assumption Agreement to this effect.
55. That the final draft Condominium Declaration be provided to the City's Manager of Planning for review, to ensure that applicable clauses as outlined above are included.

## **FINAL APPROVAL**

56. The Owner shall provide three (3) paper copies and an electronic copy of the pre-registration plan(s), prepared by an Ontario Land Surveyor.
57. The Owner shall provide a letter to the Department of Development Services stating how all the conditions imposed have been or are to be fulfilled.
58. Subject to the conditions set forth herein, this Draft Plan is approved under Section 51 (31) of the *Planning Act R.S.O. 1990, c. P.13*. Final Condominium Approval shall be granted by the City.
59. It is the Owner's responsibility to fulfill the conditions of Final Condominium Approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the City, quoting file number D12-01-2022 and referencing the conditions that are cleared.