

**TOWN OF LINCOLN
CONDITIONS OF DRAFT APPROVAL
(VINTAGE HEIGHTS)**

The Conditions for draft approval and registration of the Vintage Heights plan of subdivision are:

General Approval

1. This approval applies to the Vintage Heights draft plan of subdivision prepared by Donald Chambers, O.L.S. dated March 12, 2024, showing Blocks 1 – 8 for residential dwellings and Block 9 for open space.
2. The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, to implement or integrate any recommendations from required studies as a condition of draft approval as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted, including, but not limited to the design and width of the public highways.

Zoning Approval

3. Prior to final approval, the lands within the subdivision shall be zoned in accordance with the intended use, pursuant to the provision of the Planning Act.
4. The Owner provides a letter to the Town advising that all lots and blocks conform to the requirements of the Zoning By-law.

Phasing

5. If applicable, any phasing of the development will be to the satisfaction of the Town.

Roads

6. The road allowances shown on the draft plan be dedicated to the Town as public highways and the proposed streets be named to the satisfaction of the Town.
7. The minimum width of travel lanes on public roads must conform to the Town's Municipal Design Standards.
8. The final alignment and radii of the roads shall be designed in accordance with established municipal standards, to the satisfaction of the Town.
9. The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with existing municipal standards to the satisfaction of the Town's Director of Public Works.

10. Fire Access Routes and Fire Department Connections shall be constructed in compliance with Town of Lincoln Municipal Design Standards, Ontario Fire Code and the Ontario Building Code.
11. That on-street parking spaces be provided for a minimum of 50% of the total number of dwelling units (not including apartment dwellings) within the subdivision.
12. The Owner shall improve Edward Street to the Town's Urban Roadway standards, as identified in the Municipal Design Standards, from the limits of the subject lands north to the intersection of Cherrywood Drive.
13. The Owner shall ensure that there is an appropriate transition from Bush Crescent to the proposed roads within the Subject Lands. This transition must conform to the Town's Municipal Design Standards and to the satisfaction of the Town's Director of Public Works.

Land Dedications and Easements

14. Any required daylighting triangles be dedicated to the Town.
15. The Owner shall grant all easements required for water, sanitary sewer, utilities and drainage purposes to the appropriate authority. Further, any off-site easements necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be dedicated to the Town.
16. The Owner shall grant all easements and land conveyances required for public access to Block 9 and a public walkway within Block 1.
17. Prior to final approval and registration of plans, the Owner acknowledges that should it be determined by the Town or relevant agency that the draft plan does not provide sufficient area for the proper design, construction, and future maintenance of all the underground and aboveground infrastructure to service the subdivision to the satisfaction of the Town, the Owner covenants and agrees to give to the Town, at no cost to the Town, any additional land required.
18. The Owner shall agree in the subdivision agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
19. The Owner shall ensure that all streets and development blocks can provide a through-access. The Owner shall grant all easements required for adequate vehicular access in this regard, to the satisfaction of the Town.

Urban Design & Streetscaping

20. That the Owner's Consultants prepare an Urban Design Code for approval by the Town. That the subdivision agreement contain a provision that prior to the issuance of

a building permit, the Owner's Design Architect shall indicate how the proposed dwelling unit complies with the approved Urban Design Brief. NOTE: For any development within the plan that is subject to site plan approval, this condition will be addressed at the site plan approval stage.

21. A Streetscape and Landscape Plan be prepared in accordance with the requirements of the Town, Region and any other relevant agency for review and approval. The Landscape Plan shall include details of native trees and shrubs to be planted, planting rates, maintenance requirements, monitoring and replanting thresholds.

Sidewalks

22. Sidewalks be provided along all public highways in a manner that complies with Lincoln's Municipal Design Standards and to the satisfaction of the Town.

Park and Trail Development

23. The Owner agrees that Block 9 shall be developed as a Privately-Owned Publicly Accessible Space (POPS) to provide amenity space, which is not considered parkland dedication in accordance with Section 42 of the Planning Act. A Landscape Plan shall be prepared for Block 9 to the satisfaction of the Town. The terms and conditions for the development and maintenance of Block 9 shall be in accordance with an agreement between the Town and the Owner. That the subdivision agreement include provisions with respect to the required agreement between the Town and the Owner.
24. That the subdivision agreement include clauses outlining that the cost of constructing the POPS on Block 9 will be at the developer's cost.
25. That the Owner acknowledges that cash-in-lieu of parkland shall be paid in accordance with Section 42 of the Planning Act and conform to the Town's Parkland Dedication by-law. That the Owner agrees in the subdivision agreement to pay cash-in-lieu of parkland for park purposes for each lot prior to the issuance of a building permit pursuant to Section 42 of the Planning Act, R.S.O. 1990, R.S.O. 1990.
26. That the subdivision agreement includes provisions for the construction of trail/walkway within Block 1 to provide a connection between Edward Street and Hixon St.
27. The Owner shall only post approved copies of plans for the open space block in all sales offices for dwelling units within the draft plan of subdivision.

Fencing

20. That the subdivision agreement includes provisions for the construction of privacy fencing for properties that will abut new public walkways.

Servicing

22. All required water and sanitary sewer servicing, lot grading, stormwater management, drainage and roadway plans and supporting design calculations shall be submitted by the Owner to the Town, the Regional Public Works Department, the Ministry of the Environment, Conservation and Parks, and any other relevant agency for review and approval.
23. The Owner shall obtain any permissions required from adjacent landowners for the purposes of constructing stormwater management, sanitary sewer, or shoreline infrastructure external to the draft plan which is located on private property, to the satisfaction of the Town.
24. The Subdivision Agreement shall require that the Owner shall ensure that the stormwater management infrastructure is constructed, certified, stabilized, and operational in accordance with Town-approved engineering drawings and MOECP Environmental Compliance Approval (ECA) to the satisfaction of the Town and Niagara Region.
25. All municipal services required by the Town shall be provided by the Owner to the Town, in a manner satisfactory to the Town. Any required works directly benefiting the development will be at the developer's cost.

Erosion and Sediment Control

26. A construction erosion and sediment control plan be prepared by the Owner in accordance with the requirements of the Town, Region and any other relevant agency for review and approval.

Agreement

27. The Owner enter into a subdivision agreement with the Town to satisfy all the requirements, financial or otherwise, of the Town concerning the provision of the installation of services, drainage, fencing, financial issues, security to ensure completion of the works and services, and any other matters related to the development of the lands.
28. The subdivision agreement between the Owner and the Town be registered by the Municipality against the lands to which it applies, pursuant to the provisions of the Planning Act.
29. The Owner agrees in the subdivision agreement to pay all applicable development charges prior to the issuance of a building permit.
30. That the subdivision agreement include provisions for fire breaks and identify the lots and/or blocks that will be subject to the fire break provisions.

Warning Clauses

31. That the following warning clauses be included in the subdivision agreement between the Owner and the Town as well as all agreements of purchase and sale or lease for each dwelling unit:
- (a) The Owner acknowledges and hereby agrees to include in all offers of purchase and sale agreements the following clauses:
- The lands are subject to the payment of development charges in accordance with the Region, Niagara Catholic District School Board and Town Development Charge By-laws in effect at the time of payment. Development charges are payable prior to the issuance of a building permit.
 - If any change is made to the grading of the Lot, which in the opinion of the Town is contrary to the approved Grading Plan for the Lot (a copy of which may be obtained from the Town), the Town may, at its sole discretion, enter upon the Lot and correct the grading deficiency and add the cost of effecting the correction to the assessment roll for the Lot. Such cost shall constitute a special lien upon the Lot and may be collected in the same manner, and with the same remedies, as municipal taxes.
 - Purchasers/tenants acknowledge that garages provided are intended for use as parking. It is the responsibility of the owner/tenant to ensure that their parking needs (including those of visitors) can be accommodated on site. Public on-street parking is provided on a “first come, first serve” basis and cannot be guaranteed in perpetuity.
 - The lands in the plan of subdivision may be exposed to noise, odour and dust from nearby agricultural operations and agricultural-related traffic that may occasionally interfere with some activities of the owners/tenants who occupy these lands.
 - In respect of Canada Post centralized mail boxes, Purchasers/Tenants are advised that mail delivery will be from a designated Centralized Mail Facility and prior to the closing of any home sales, the Vendor will provide notification of the location of the Centralized Mail Facility for their home/business mail delivery.
- (b) The Owner agrees to provide the Town with evidence that satisfactory arrangements have been made with Canada Post Corporation for the installation of Community Mail Boxes as required by Canada Post Corporation as shown on the approved plans, at the time of the installation of the sidewalks and or curbs. The Owner further agrees to provide notice to prospective purchasers and/or tenants of the location of the Community Mail Boxes and that mail delivery will be provided via Community Mail Boxes provided the Owner has paid for the activation of the equipment and installation of the Community

Mail Boxes.

Niagara Region

32. That the applicant submit the Stage 1 - 2 Archaeological Assessment (prepared by Detritus Consulting Limited and dated June 11, 2021) (and any required subsequent archaeological assessments), as required by the licensed archaeologist or Ministry, to the Ministry of Citizenship and Multiculturalism (MCM) and receive an acknowledgement letter from the MCM (copied to Niagara Region) confirming that all archaeological resource concerns have met licensing and resource conservation requirements prior to any development on the site. It should be noted that subsequent Stage 3 or 4 study may be recommended to mitigate any adverse impacts to significant archaeological resources found on the site through preservation or resource removal and documentation.

If the licensed archaeologist or the Ministry recommends/requires further Stage 3 or 4 Archaeological Assessments, these report(s) must also be submitted to and acknowledged by the Ministry, to the satisfaction of Niagara Region, prior to clearance of this condition. No demolition, grading or other soil disturbances shall take place on the subject property prior to the issuance of a letter from the MTCS through Niagara Region confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

33. That the subdivision agreement includes the following clauses:
- (a) *Should deeply buried archaeological remains/resources be found on the property during construction activities, all activities impacting archaeological resources must cease immediately, notify the Archaeology Programs Unit of the Ministry of Citizenship and Multiculturalism (MCM) (416-212-8886) and a licensed archaeologist is required 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 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.

34. That, prior to final approval for registration, capacity in the Regional system be obtained prior to the municipality signing off on the Municipal Consolidated Linear Infrastructure Environmental Compliance Approval (CLI ECA) forms.
35. That the applicant provide a written acknowledgement to Niagara Region stating that draft approval 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 applicant.

36. That the applicant provide 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 shall contain a clause indicating that servicing allocation will not be assigned until the plan is registered, and a similar clause be inserted in the agreement between the owner and the Town.
37. That the applicant provide detailed engineering plan and profile drawings for the proposed storm sewer crossing of the Regional trunk watermain.
38. That the applicant ensure that all streets and development blocks can provide an access in accordance with the Niagara Region's Corporate Policy for Waste Collection and By-laws relating to the curbside collection of waste.
39. That the applicant comply with the requirements of Niagara Region's Corporate Waste Collection Policy and complete the required Indemnity Agreement and commencement of collection form prior to Regional waste collection services commencing on-site.
40. That the subdivision/condominium agreement and any future offers and agreements of purchase and sale or lease include a clause warning owners on laneways that during waste collection, vehicles will block the laneway for the period of time of collection.

Niagara Peninsula Energy

41. That the Owner enters into a servicing agreement with Niagara Peninsula Energy with regard to the development of this subdivision. **NOTE:** The Owner will responsible for relocating any existing distribution facilities within the subdivision.

Canada Post

42. The Owner shall address Canada Post's requirements for the installation of community mailboxes in accordance with the requirements of Canada Post and the Town.

Bell Canada

43. 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.
44. 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.

CLEARANCE OF CONDITIONS

Draft approval shall lapse if final approval is not given to this plan within three years of the draft approval date and no extensions have been granted. If the Owner wishes to request an

extension to the draft approval period, a written explanation shall be submitted to the Town with reasons why the extension is required. A resolution from the Town Council must also be obtained prior to the lapsing date.

Prior to granting approval to the final plan, the Planning and Development Department will require **written** notification from the following agencies that their respective conditions have been met satisfactorily:

- The Planning and Development Department for Conditions 1 - 31.
- The Regional Planning and Development Services (Development Services Division) for Conditions 32 - 40.
- Niagara Peninsula Energy for Condition 41.
- Canada Post for Condition 42.
- Bell Canada for Conditions 43 and 44.

NOTES:

1. Conveying

- (a) As the land mentioned above to be conveyed to the Municipal Corporation may be more easily described in the conveyance by reference to a registered plan than by “metes and bounds”, we suggest that the description be so worded; and
- (b) We further suggest that the Owner give to the Municipality an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the plan.

2. Land Required to be Registered Under the Land Titles Act

- (a) Section 160(1) of The Land Titles Act, which requires all new plans be registered in land titles systems; and
- (b) Section 160(2) – allows certain exceptions.

3. Water and Sewerage Systems

Inauguration or extensions of a piped water supply, a sewerage system, a storm drainage system or a stormwater management system is subject to approval of the Ministry of the Environment (Approvals Branch) pursuant to Section 52 and Section 53 of The Ontario Water Resources Act, R.S.O. 1990.

4. Agencies to be Contacted

Matt Bruder, MCIP, RRP
Director of Planning and Development
Town of Lincoln
4800 South Service Road
Beamsville ON L0R 1B1

Thomas Dell
Officer Delivery Planning
Canada Post
955 Highbury Avenue
London ON N5Y 1A3

PHONE: 905-563-8205 FAX: 905-563-6566
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Pat Busnello, MCIP, RRP
 Manager Development Planning
 Planning and Development Services Div.
 Region of Niagara
 1815 Sir Isaac Brock Way
 Thorold ON L2V 4T7
 PHONE: 905-685-4225 FAX: 905-687-8056
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 Manager of Planning and Development
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 7447 Pin Oak Drive, Box 120
 Niagara Falls ON L2E 6S9
 PHONE: 905-356-2681 FAX: 905-356-2681
info@npei.ca

5. **Review of Conditions**

Applicants are advised that should any of the conditions appear unjustified or their resolution appear too onerous, they are invited to bring their concerns to the Economic Development and Planning Committee's attention. The Committee will consider requests to revise or delete conditions.

6. **Clearance of Conditions**

In order to assist the agencies listed above in clearing the conditions for final approval and registration of the plan, the Town will circulate the draft subdivision agreement and the final registered copy of the subdivision agreement between the Owner and the Town to the following agencies:

- The Regional Planning and Development Services Department.
- Niagara Peninsula Energy.
- Canada Post.
- Bell Canada.