

Recommended Conditions of Draft Plan of Condominium Approval

That this approval for the **Draft Plan of Condominium Application 25CDM-201513, A. J. Clarke and Associates (c/o Stephen Fraser), Agent, on behalf of A. DeSantis Developments Inc. (c/o Anthony DeSantis), Owner,** to establish a Draft Plan of Condominium (common element) to create a condominium road network, a sidewalk on portions of the condominium road, and 44 visitor parking spaces within seven parking areas, on lands located at 15 Kingsborough Drive and 24-40 Kingsborough Drive (Glanbrook), be received and endorsed by City Council with the following special conditions:

- i. That the final Plan of Condominium shall comply with all of the applicable provisions of the Township of Glanbrook Zoning By-law 464, as amended by By-law No. 03-312, or in the event the City of Hamilton has repealed and replaced the Town of Glanbrook Zoning By-law 464 with By-law No. 05-200, the final Plan of Condominium shall comply with all of the applicable provisions of the Zoning By-law in force and effect at the time of registration of the Draft Plan of Condominium;
- ii. That the final Plan of Condominium shall comply, in all respects, with Site Plan DA-14-086 approved on July 16, 2015, to the satisfaction of the Director of Planning and Chief Planner;
- iii. That the owner shall receive final approval of Part Lot Control Application PLC-15-028, including the enactment and registration on title of the Part Lot Control Exemption By-law, to the satisfaction of the Director of Planning and Chief Planner;
- iv. That the owner shall enter into a Development Agreement to ensure that the tenure of each of the proposed street townhouse dwellings having frontage on the condominium road has legal interest, in common, to the common elements condominium, to the satisfaction of the City Solicitor;
- v. That the owner shall agree to include the following in all Purchase and Sale Agreements and Rental Leases and in the Development Agreement, to the satisfaction of the Senior Director of Growth Management:
 - (a) The City of Hamilton will not be providing maintenance or snow removal service for the private condominium road.
 - (b) Garages are provided for the purpose of parking a vehicle. It is the responsibility of the owner / tenant to ensure that their parking needs (including those of visitors) can be accommodated onsite. On-street, overflow parking may not be available and cannot be guaranteed in perpetuity.
 - (c) This property is eligible for weekly collection of garbage, recycling, organics, and leaf and yard waste through the City of Hamilton subject to compliance

with specifications indicated by the Public Works Department and subject to compliance with the City's Solid Waste Management By-law 09-067.

(d) The home / business mail delivery will be from a designated centralized mailbox.

vi) That the owner shall satisfy the following prior to receiving final approval for the Draft Plan of Condominium to the satisfaction of Hydro One Networks Inc. (HONI):

- a. ORC / HONI transmission corridor is not to be used without the express written permission of Hydro One Networks Inc. on behalf of the OILC. During construction there will be no storage of materials or mounding of earth, snow or other debris on the transmission corridor. The proponent will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the condominium.
- b. The conditions contained therein should 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.

Should approval for a road crossing be granted, the subdivider shall then make arrangements satisfactory to OILC / HONI for the dedication and transfer of the proposed road allowance directly to the City of Hamilton.

Access to, and road construction on the OILC / HONI transmission corridor is not to occur until the legal transfer(s) of lands or interests are completed.

- c. The costs of any relocations or revisions to HONI facilities that are necessary to accommodate this condominium will be borne by the developer.
- d. If the proposed development is within close proximity to a Transmission or Distribution station the following applies:
 - i) The Developer hereby confirms and agrees that every agreement of purchase and sale heretofore and hereafter entered into the Developer with any purchaser(s) of any unit or proposed unit in the Development contains the following notice / warning provisions (or clauses substantially similar thereto in all respects), namely:

"Each unit purchaser and / or lessee specifically acknowledges and agrees that the development of the Lands upon which this Development is

being (or has been) constructed, will be (or has been) undertaken and completed in accordance with any requirements that may be imposed from time to time by and Governmental Authorities, and that the proximity of this Development to facilities, installations and / or equipment owned and / or operated by HONI may result in noise, vibration, electro-magnetic interference and stray current transmissions (hereinafter collectively referred to as the "Interferences") to this Development, and despite the inclusion of control features within this Development, Interferences from the aforementioned sources may, occasionally interfere with some activities of the occupants in this Development. Notwithstanding the above, each unit purchaser and / or lessee agrees to indemnify and save HONI and harmless, from and against all claims, losses, judgement or actions arising or resulting from any and all of the Interferences. In addition, it is expressly acknowledged and agreed that HONI does not, and will not, accept any responsibility or liability for any of the Interferences in respect of this Development and / or its occupants. Furthermore, there may be alterations and / or expansions by HONI to its facilities notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Development. HONI will not be responsible for any complaints or claims of any kind howsoever arising from use, expansion, and / or alterations of such facilities and / or operations on, over or under its electro-magnetic, stray current and noise-warning / vibration clause similar to the foregoing shall be inserted into any succeeding or subsequent sales agreement, lease or sublease, and that this requirement shall be binding not only on the Purchaser hereunder but also upon the Purchaser's respective heirs, estate trustees, successors and permitted assigns, and shall not cease or terminate on the closing of this purchase and sale transaction with the Vendor / Declarant."

- e. The transmission lines abutting this condominium operate at 500,000, 230,000 or 115,000 volts. Section 188 - Proximity - of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV conductor. The distance for 230 kV conductors is 4.5 metres (15 feet), and for 115 kV conductors it is 3 metres (10 feet). It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.

- vii. That the owner shall agree to include the following in all Purchase and Sale Agreements and Rental Leases and in the Development Agreement for the indicated parts / units to the satisfaction of the Director of Planning and Chief Planner:

Units located on Parts 1 to 26 and 110 to 136 of 62R-1217:

- a. Sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of Environment and Climate Change's noise criteria.
- b. This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of Environment and Climate Change's noise criteria.

Units located on Parts 67, 68, 176 and 177 of 62R-1217:

- c. Sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of Environment and Climate Change's noise criteria.
- d. This dwelling unit has been fitted with a forced are heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of Environment and Climate Change's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with the criteria of MOECC Publication NPC-216, Residential Air Conditioning Devices).

- viii. That the owner demonstrates that they have notified the purchasers of the exact centralized mailbox locations, prior to the closing of any home sales, to the satisfaction of Canada Post and the Senior Director of Growth Management.
- ix. That the owner / developer provide to Union Gas Limited ("Union") the necessary easements and / or agreements required by Union for the provision of gas services for this project, in a form satisfactory to Union.
- x. That the owner / developer ensure the following wording is included in the associated Condominium Declaration to the satisfaction of the Senior Director of Growth Management:

"The Corporation shall maintain and repair the Common Elements at its own expense. The Corporation shall also maintain and repair all utilities (including without limitation, water mains, storm and sanitary sewers, fire hydrants) which services more than one Parcel of Tied Lan (Potl), whether located within the Common Elements or wholly or partly within the Potl and the Corporation and its designated agents shall have full access to a Potl to carry out its obligation pursuant to this paragraph. If the Corporation is required to maintain or repair any utility or service on a Potl, the Corporation shall only be responsible to return the Potl to its original stage and shall not be responsible to repair or replace, or to correct any upgrade or improvement performed or added to the Potl by the Potl owner."

- xi. That the owner shall satisfy all conditions, financial or otherwise, of the City of Hamilton.

That the owner be advised of the following:

NOTES TO DRAFT PLAN APPROVAL

Pursuant to Section 51(32) of the *Planning Act*, draft approval shall lapse if the plan is not given final approval within three (3) years. Extensions will be considered if a written request is received before the draft approval lapses.