

ATTACHMENT 1d) – CN RAIL

From: Proximity <proximity@cn.ca>

Sent: Wednesday, November 9, 2022 3:21 PM

To: Letizia D'Addario <Letizia.D'Addario@vaughan.ca>

Subject: [External] 2022-11-09_CN_RES_RLDC DA.19.010 and 19T-18V001 CN Agreement and Noise Report-(2901 Rutherford)

Hello Letizia,

It appears as the portion of the lands owned by Caldari within this application are NOT yet covered by any CN Agreement. CN needs to have the agreement extended to cover those lands. CN would like to include the conditions in the municipal approval document even if there was a CN Agreement in effect. As such, I would ask to include the following conditions for CN:

1. 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.
2. 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 1000m 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 1000 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.”

3. 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 noise 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.
4. 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.
5. The Owner shall be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN.

Thank you and do not hesitate to contact me with any questions.

Best regards

Ashkan Matlabi, Urb. OUQ. MBA

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