

## **ATTACHMENT NO. 2**

### **CONDITIONS OF DRAFT APPROVAL**

**DRAFT PLAN OF CONDOMINIUM (COMMON ELEMENT)  
FILE 19CDM-21V003 ('PLAN')  
KLEINBURG VILLAGE DEVELOPMENT CORP. ('OWNER')  
VICINITY OF STEGMANS MILL ROAD AND ISLINGTON AVENUE**

**CITY OF VAUGHAN ('CITY')**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN THAT SHALL  
BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF  
CONDOMINIUM (COMMON ELEMENTS) FILE 19CDM-21V003, ARE AS FOLLOWS:**

**City of Vaughan Conditions**

1. The Plan shall relate to the Draft Plan of Condominium prepared by KLM Planning Partners Inc, Drawing No-21:1, dated October 13, 2021.
2. Prior to the execution of the Condominium Agreement, the Owner shall submit a pre-registered Plan of Condominium to the Development Planning Department.
3. The Owner shall enter into a Condominium Agreement with the City and shall agree to satisfy any conditions with respect to such matters as landscaping and site development, and any other matters that the City may consider necessary that may be outstanding as part of related Site Development File DA.21.023.
4. The Condominium Agreement shall be registered on title against the lands to which it applies, at the Owner's expense.
5. Prior to final approval of the Plan, the Owner shall submit an "as-built" survey to the satisfaction of the Building Standards Department.
6. Prior to final approval of the Plan, the Owner and their Solicitor and Land Surveyor shall confirm that all required easements and rights-of-way for utilities, drainage and construction purposes have been granted to the appropriate authorities.
7. Prior to final approval of the Plan, the Owner shall confirm to the Development Planning Department that they have paid all taxes levied, all additional municipal levies, if applicable, development charges and all financial requirements of this development as may be required by the Financial Planning and Development Finance Department. The Owner also certifies acknowledgement of responsibility for the payment of all taxes levied to date, both interim and final, and all taxes levied upon the land after execution of this Condominium Agreement, if required,

until each unit covered under this Condominium Agreement is separately assessed.

8. The following provisions shall be included in the Condominium Agreement:
  - a) The Condominium Corporation shall be responsible to regularly clean and maintain all driveway catch basins;
  - b) The Owner and/or Condominium Corporation shall supply, install and maintain a centralized mailbox facility to the satisfaction of Canada Post;
  - c) Waste and recycling collection as approved by the Environmental Services Department and snow ploughing/removal will be privately administered and shall be the responsibility of the Condominium Corporation; and
  - d) Upon a successfully completed application, a site inspection, and the execution and registration of an Agreement with the Vaughan Environmental Services Department, Solid Waste Management Division as determined by the City, the Condominium Corporation may be eligible for municipal waste collection services. Should the Condominium Corporation be deemed ineligible by the City or choose not to enter into an Agreement with the City for municipal collection service, all waste collection services shall be privately administered and shall be the responsibility of the Condominium Corporation
9. The Owner shall include the following warning clauses in the Condominium Declaration, advising the purchasers or tenants that:
  - i) "This development will function as a common element condominium and all details and associated costs shall be presented in the sales office, and through marketing material etc.";
  - ii) "The *Telecommunications Act* and Canadian Radio-television and Telecommunications Commission ('CRTC') authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.";
  - iii) "Mail delivery will be from a designated community mailbox as per the requirements of Canada Post. The location of the mailbox shall be shown on the community plan provided by the Owner in its sales office.";

- iv) "The Owner has made a contribution towards recycling and green bin containers for each residential unit as a requirement of this development agreement. The City of Vaughan has taken this contribution from the Owner to off-set the cost for the recycling and green bin containers, therefore, direct cash deposits from the Purchasers to the Owner for recycling and green bin containers is not a requirement of the City of Vaughan. The intent of this initiative is to encourage the Purchasers to participate in the City of Vaughan's waste diversion programs and obtain their recycling and green bin containers from the Joint Operation Centre (JOC), 2800 Rutherford Road, Vaughan, Ontario, L4K 2N9, 905.832.8562; the JOC is located on the north side of Rutherford Road just west of Melville Avenue";
- v) "This development will be serviced by a private waste and recycling collection system and snow ploughing/removal services."; and
- vi) "Purchasers and/or tenants are advised that a multi-use recreational trail/walkway/trailhead will be constructed behind or adjacent on the open space valleyland block located to the east in the future and that lighting and noise should be expected from the use, operation and/or maintenance of this trail system."
- vii) "Purchasers and/or tenants are advised that the maintenance of the Commemorative Heritage Plaque and enhanced landscaping along the Stegman's Mill Road right-of-way shall be the responsibility of the future Condominium Corporation"

10. The following noise warning clauses shall be included in Offers of Purchase and Sale or Lease and in the future Condominium Agreement and Declaration for Units 6, 7 and 8:

- i) "Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling unit occupants as the sound levels exceed the Municipality's and the Ministry of Environment, Conservation, and Parks noise criteria."
- ii) "This dwelling unit has been fitted with a forced air 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, Conservation, and Parks 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 criteria of MECP publication NPC-300.)”

11. The following noise warning clauses shall be included in Offers of Purchase and Sale or Lease and in the future Condominium Agreement and Declaration for Units 10-13 and 1-4:
  - i) “Purchasers are advised of the proximity of the adjacent school, playing fields (soccer, baseball and tennis), and Bindertwine Park, the sound from which may at times be audible and lighting may at times be visible.”

#### York Region Conditions

12. Prior to final approval of the Plan, the Owner shall satisfy the following conditions, to the satisfaction of York Region:
  - a) Prior to final approval, the Owner shall provide confirmation that all of the conditions of Site Plan Approval under Regional File No. SP.21.V.0128 have been satisfied.
  - b) Prior to final approval, the Owner shall execute all Regional Agreements and obtain all of the necessary permits required as part of the site plan approval for the subject property under Regional File No. SP.21.V.0128.
  - c) Prior to final approval, the Owner shall provide confirmation that all Transfers and Obligations have been completed where Regional Agreements require responsibility to change from the Owner to the Condominium Corporation.

#### Utilities Condition

13. Prior to final approval of the Plan, the Owner shall confirm that all required easements and rights-of-way for each utility have been granted to the appropriate authority. The Owner further agrees to convey any easement(s) as deemed necessary by utility corporations at no cost to the utility corporation. The Owner agrees that should any conflict arise with existing utility facilities or easement(s) within the subject area, the Owner shall be responsible for the relocation of any such facilities or easement(s) at their own cost.

#### Canada Post Condition

14. The Owner and/or Condominium Corporation shall install and maintain a centralized mailbox facility to the satisfaction of Canada Post.

### Clearances

15. The City of Vaughan Development Planning Department shall advise in writing that Conditions 1 to 11 have been satisfied.
16. York Region shall advise the Development Planning Department in writing that Condition 12 has been satisfied.
17. Hydro One, Enbridge Gas, Alectra Utilities Corporation, Bell Canada, and Rogers Communications Inc. shall advise the Development Planning Department in writing that Condition 13 has been satisfied.
18. Canada Post shall advise the Development Planning Department in writing that Condition 14 has been satisfied.