

ATTACHMENT NO. 5

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (COMMON ELEMENTS) FILE 19CDM-18V004
(THE 'PLAN')
RUTHERFORD HEIGHTS INC. (THE 'OWNER')
10, 20 & 25 DI BENEDETTO LANE AND 110 SIMMONS STREET
PART OF LOT 15, CONCESSION 9 (THE 'LANDS')
CITY OF VAUGHAN (THE 'CITY')**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN (THE 'CITY')
THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF
PLAN OF CONDOMINIUM (COMMON ELEMENTS) FILE 19CDM-18V004, ARE AS
FOLLOWS:**

City of Vaughan Conditions:

1. The Plan shall relate to a Draft Plan of Condominium (Common Elements), prepared by R-PE Surveying Ltd., Drawing Job No. 21-134, dated August 1, 2023.
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 that the City may consider necessary.
4. The Condominium Agreement shall be registered on title against the lands to which it applies at the cost of the Owner.
5. The following provisions shall be included in the Condominium Agreement:
 - a) The Condominium Corporation shall be responsible to regularly clean and maintain all catch basins, infiltration trenches, area drains, and sewers within the Lands;
 - b) The Condominium Corporation shall be responsible for maintaining and managing the retaining walls and subsurface infrastructure on the Lands and shall reserve a right of entry onto the Parcel of Tied Lands (POTLs) to carry out such obligations;

- c) The Condominium Corporation shall be responsible for the maintenance, repair, and replacement of acoustical berms, walls, and barriers as installed. Any maintenance, repair, or replacement shall be with equal or better materials and to the same standards, and having the same colour and appearances of the original Vaughan-approved acoustical berms, walls, and barriers;
 - d) Snow removal and clearing shall be the responsibility of the Condominium Corporation;
 - e) 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 the responsibility of the Condominium Corporation; and
 - f) The Owner and/or Condominium Corporation shall supply, install and maintain a centralized mailbox facility to the satisfaction of Canada Post.
6. Prior to final approval, the Owner and their solicitor and land surveyor shall confirm that all required easements and rights-of-way for utilities (Alectra Utilities, Bell Canada, Enbridge Gas, Hydro One, Rogers Communications), drainage and construction purposes have been granted to the appropriate authorities.
 7. Prior to final approval, the Owner shall provide any necessary reciprocal easements for the purpose of servicing and access to adjoining landowners, free of cost and encumbrances, to the satisfaction of the City.
 8. Prior to final approval, the Owner shall confirm to the Vaughan 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 Vaughan 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 Agreement, if required, until each unit covered under this Condominium Agreement is separately assessed.

9. Prior to the assumption of the common elements by the common elements condominium corporation, the Owner shall provide satisfactory confirmation to the City that the common element features and amenities, including the infrastructure required to service this development on the lands, specifically all rear-lot catch basins and area drains, are situated and will remain in the common element areas as identified by the POTL Plan, or if situated within the boundaries of the POTLs, will be accessible for maintenance and repair by the common elements condominium corporation by way of easements in favour of the condominium corporation.

10. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses:
 - a) "Purchasers and/or tenants are advised that, in the event of a Regional Storm event, this development will not have access/egress available by vehicle in a regional flood event due to Rutherford Road and Highway 27 and Rutherford Road west of the nearby rail line being overtopped by flood waters."

 - b) "Purchasers and/or tenants are advised that Drainie Street, Radisson Street, and Duart Gate may allow access between the development and the lands to the north."

 - c) "Purchasers and/or tenants are advised that 'Drainie Street' ending in a dead end will be extended in the future to facilitate the development of adjacent lands without further notice."

 - d) "Purchasers and/or tenants are advised that the temporary black vinyl chain link fence located along the property line of the amenity area will be removed in the future to facilitate the development of amenity space with the adjacent lands without further notice."

 - e) "Purchasers and/or tenants are advised that Canadian Pacific Railways Company ("CPR") or its assigns or successors in interest has or have a right-of-way within 300 meters from the land subject hereof. There may be alteration 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 dwellings. CPR 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.”

- f) “Purchasers and/or tenants are advised that the planting of trees on City boulevards in front of residential units is a requirement of the City and a conceptual location plan is included in the Condominium Agreement. While every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice.

The City has not imposed an amount of a tree fee or any other fee, which may be charged as a condition of purchase for the planting of trees. Any tree fee paid by purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of the residential dwelling.”

- g) “Purchasers and/or tenants are advised that proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of this Condominium Agreement.

The City has taken a Letter of Credit from the Owner (Subdivision Developer) for the security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for lot grading purposes, is NOT a requirement of this Condominium Agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord.”

- h) “Purchasers and/or tenants are hereby put on notice that the Telecommunications Act and the Canadian Radio 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.”

- i) “Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by City of Vaughan Zoning By-law 1-88, as amended, as follows:

- (a) Driveways In either front or exterior side yards shall be constructed in accordance with the following requirements:

Lot Frontage	Maximum Driveway Width
Less than 6 m	3 m
6 m – 6.99 m	3.5 m

- (b) The Front Yard for Lots less than 6.99 min frontage shall be comprised of a Minimum of 33% Landscaped Front or Exterior side yard and a minimum fifty percent (50%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2 of Zoning By-law 1-88.”
- j) “Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox as per requirements dictated by Canada Post. The location of the mailbox shall be shown on the community plan provided by the Owner in its Sales Office.”
- k) “Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the building occupants.”
- l) “Purchasers and/or tenants are advised that fencing and/or noise attenuation features along the lot lines of lots and blocks abutting public lands, including public highway, laneway, walkway or other similar public space, is a requirement of this Condominium Agreement and that all required fencing and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 m reserve, as shown on the Construction Drawings.”
- m) “The City has taken a Letter of Credit from the Owner (Subdivision Developer) for security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is not a requirement of this Condominium Agreement.”
- n) “Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks abutting public lands is a requirement of this Condominium Agreement and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations,

completely on private lands and totally clear of any 0.3 metre reserve, as shown on the Construction Drawings.”

“The maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City, or the Region of York and shall be maintained by the Owner (Subdivision Developer) until assumption of the services of the Plan. Thereafter the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the lot owner or Condominium Corporation. Landscaping provided on Regional Road right-of-ways by the Owner or the City for aesthetic purposes shall be approved by the Region and maintained by the City with the exception of the usual grass maintenance.”

- o) “Purchasers and/or tenants are advised that this plan of subdivision and Site Plan is designed to include rear lot catch basins. The rear lot catch basin is designed to receive and carry only clean stormwater. It is the homeowner's responsibility to maintain the rear lot catch basin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catch basin. The rear lot catch basins are shown on the Construction Drawings and the location is subject to change without notice.”
- p) “Purchasers and/or tenants are advised that the Owner (Subdivision Developer) has made a contribution towards recycling containers for each residential unit as a requirement of this Condominium Agreement. The City has taken this contribution from the Owner to off-set the cost for the recycling containers, therefore, direct cash deposit from the Purchasers to the Owner for recycling containers purposes is not a requirement of the City of Vaughan. The intent of this initiative is to encourage the home Purchasers to participate in the City's waste diversion programs and obtain their recycling 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.”
- q) abutting or in proximity of any open space, valley lands, woodlots or stormwater facility:
 - a. “Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance.”
- r) abutting or in proximity of any parkland or walkway:

- a. "Purchasers and/or tenants are advised that the lot abuts a "Neighbourhood Park" of which noise and lighting may be of concern due to the nature of the park for active recreation."
- s) encroachment and/or dumping:
- a. "Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the school site, park, open space, woodlot and/or storm water management facility are prohibited."
- t) gate of access point:
- a. "Purchasers and/or tenants are advised that the installation of any gate of access point from the lot to the school site, open space, stormwater management facility, watercourse corridor, woodlot, and/or park is prohibited."
- u) future grade separation on Rutherford Road:
- a. "Purchasers and/or tenants are advised that a future grade separation is anticipated to be constructed between the Canadian Pacific Railway track and Rutherford Road. Grading of Rutherford Road may be modified because of the anticipated construction works to facilitate the grade separation."

11. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses on Blocks 1 to 3, inclusive, and Blocks 5 to 14, inclusive, within the development as shown on the Site Plan drawing in Schedule "C" of the Site Plan Agreement for DA.21.044, registered as Instrument No. YR3529774 on March 6, 2023:

- a) "Purchasers and/or tenants are advised that sound levels due to increasing road traffic and rail traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the limits of the Municipality and the Ministry of the Environment, Conservation and Parks."

12. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses on Block 4 within the development as shown on the Site Plan drawing in Schedule "C" of the Site Plan Agreement for DA.21.044, registered as Instrument No. YR3529774 on March 6, 2023:

- a) "Purchasers and/or tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic and rail traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the limits of the Municipality and the Ministry of the Environment, Conservation and Parks."

13. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses on Block 4 (end unit facing rail) within the development as shown on the Site Plan drawing in Schedule "C" of the Site Plan Agreement for DA.21.044, registered as Instrument No. YR3529774 on March 6, 2023:

- a) "That the acoustical berm and/or barrier as installed, shall be maintained, repaired or replaced by the owner or the common elements condominium corporation with the same material, or to the same standards, and having the same colour and appearance of the original."

14. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses on Blocks 1 to 11, inclusive, within the development as shown on the Site Plan drawing in Schedule "C" of the Site Plan Agreement for DA.21.044, registered as Instrument No. YR3529774 on March 6, 2023:

- a) "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 sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks."

15. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses on Blocks 12 to 14, inclusive, within the development as shown on the Site Plan drawing in Schedule "C" of the Site Plan Agreement for DA.21.044, registered as Instrument No. YR3529774 on March 6, 2023:

- a) "This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the limits of the Municipality and the Ministry of the Environment, Conservation and Parks."

Utilities:

16. The Owner is required to confirm that all required easements and rights-of-way for each utility being Alectra Utilities, Bell Canada, Enbridge Gas, Hydro One and Rogers Communications have been granted to the appropriate authority.

Canada Post Conditions:

17. The Owner will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
18. The Owner will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
19. The Owner will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
20. The Owner will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
21. The Owner will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.

Clearances:

22. The City of Vaughan shall advise that Conditions 1 to 15 have been satisfied.
23. Alectra Utilities shall advise the Vaughan Development Planning Department that Condition 16 has been satisfied.
24. Bell Canada shall advise the Vaughan Development Planning Department that Condition 16 has been satisfied.
25. Enbridge Gas shall advise the Vaughan Development Planning Department that Condition 16 has been satisfied.
26. Hydro One shall advise the Vaughan Development Planning Department that Condition 16 has been satisfied.
27. Rogers Communications shall advise the Vaughan Development Planning Department that Condition 16 has been satisfied.

28. Canada Post shall advise the Vaughan Development Planning Department that Conditions 17 to 21 have been satisfied.