

ATTACHMENT NO. 5

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (COMMON ELEMENTS) FILE 19CDM-22V011
(THE 'PLAN')
PRIMONT (ISLINGTON) INC. (THE 'OWNER')
7082 ISLINGTON AVENUE
BLOCK 3, REGISTERED PLAN 65M-4768 (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-22V011, 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. 19-101, dated February 16, 2024.
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 driveway catch basins;
 - 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) Snow removal and clearing shall be the responsibility of the Condominium Corporation;
 - 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 the responsibility of the Condominium Corporation; and
 - e) 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 shall submit an “as-built” survey to the satisfaction of the Vaughan Building Standards Department.
 7. Prior to final approval, the Owner shall provide a copy of Schedule “A” to the Condominium Declaration that grants and creates any and all easements, in perpetuity or otherwise, from the Owner in favour of adjoining lands and in favour of the Owner over adjoining lands, necessary for the purposes of pedestrian and vehicular access, construction, installation and maintenance of all services and utilities, support, and the use of shared facilities, common elements and amenity areas. Such easements may be over all, part or parts of the condominium and adjoining lands.
 8. Prior to final approval, the Owner and their solicitor and land surveyor shall confirm that all required easements and rights-of-way for utilities (including but not limited to, Alectra Utilities, Bell Canada, Enbridge Gas, Hydro One, Rogers Communications), drainage and construction purposes have been granted to the appropriate authorities.
 9. The Owner shall provide a certificate by a noise consultant certifying that the building plans are in accordance with the noise control features recommended by the final detailed noise impact assessment report. Where mitigation measures such as wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a Professional Engineer at Vaughan’s request. The Engineer’s certificate must refer to the final detailed noise impact assessment report and be submitted to the Vaughan’s Chief Building Official and the Director of Development Engineering.

10. 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.
11. The Owner and/or its successors shall agree to carry out, or cause to carry out, the warning clauses set out in this memorandum to the satisfaction of the City. Prior to the transfer of any residential units within the entire Plan, the Owner and/or its successors shall submit to the City satisfactory evidence that the appropriate warning clauses required by this agreement have been included in the Offer of Purchase and Sale or Lease for such residential unit.
12. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses:
 - a) "Purchasers/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 and rail may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks."
 - b) "Warning: Canadian National (CN) Railways Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the Lands. 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. CN 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."
 - c) "Warning: Canadian Pacific Railways (CPR) Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the Lands. 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.”

- d) “Purchasers and/or tenants are advised that the lot abuts a future trail and that noise and lighting should be expected from the use of the trail. A 1.5m high black vinyl chain link fence is to be constructed abutting the trail boundary with all fencing material, including foundations, wholly on the lot as per City Standards to delineate the boundary of the trail and walkway and to screen the rear yard amenity area on the lot.”
- e) “Purchasers and/or tenants are advised that the trail may not be fully developed at the time of occupancy. The timing of development and phasing is at the discretion of the City.”
- f) “Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the open space and woodlot are prohibited.”

13. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clause on Blocks 3 to 4, inclusive, and Blocks 8 to 11, inclusive, within the development as shown on the Site Plan drawing in Schedule “C” of the Site Plan Agreement for DA.18.015, registered as Instrument No. YR3632552 on December 19, 2023:

- a) “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 criteria of the Municipality and the Ministry of the Environment, Conservation and Parks. (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 as applicable.)”

14. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clause on Blocks 1 and 2 inclusive, and Blocks 5 to 7, inclusive, within the development as shown on the Site Plan drawing in Schedule “C” of the Site Plan Agreement for DA.18.015, registered as Instrument No. YR3632552 on December 19, 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 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, as applicable.)"

15. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clause on Block 1 within the development as shown on the Site Plan drawing in Schedule "C" of the Site Plan Agreement for DA.18.015, registered as Instrument No. YR3632552 on December 19, 2023:

a) "Purchasers/tenants are advised that due to the proximity of this dwelling to the nearby railway tracks, vibration from rail pass-bys will occasionally be perceptible within this unit."

16. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clause on Blocks 1 to 4, inclusive, within the development as shown on the Site Plan drawing in Schedule "C" of the Site Plan Agreement for DA.18.015, registered as Instrument No. YR3632552 on December 19, 2023:

a) "Purchasers are advised that due to the proximity of the adjacent commercial facilities, sound levels from the facilities may at times be audible."

York Region Conditions:

17. Prior to final approval, the Owner shall execute a Site Plan Agreement with the Region and obtain all of the necessary permits required as part of the Site Plan Approval under Regional File No. SP.18.V.0081.

18. Prior to final approval, the Owner shall confirm that all of the works within the Regional right-of-way have completed to the satisfaction of the Region or that the Region holds sufficient securities to cover the cost of any outstanding works. Should there be insufficient security to cover the cost of the remaining works, the Owner shall arrange for the deposit of additional securities in the amount sufficient to cover the cost of all outstanding works.

19. Prior to final approval, the Owner shall provide confirmation that all Transfers of Obligations have been completed where Regional Agreements require a responsibility to change from the Owner to the Condominium Corporation.

Utilities:

20. 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:

21. 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.
22. 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.
23. 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.
24. 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.
25. 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:

26. The City of Vaughan shall advise that Conditions 1 to 16 have been satisfied.
27. York Region shall advise the Vaughan Development Planning Department that Conditions 17 to 19 have been satisfied.
28. Alectra Utilities shall advise the Vaughan Development Planning Department that Condition 20 has been satisfied.
29. Bell Canada shall advise the Vaughan Development Planning Department that Condition 20 has been satisfied.
30. Enbridge Gas shall advise the Vaughan Development Planning Department that Condition 20 has been satisfied.
31. Hydro One shall advise the Vaughan Development Planning Department that Condition 20 has been satisfied.

32. Rogers Communications shall advise the Vaughan Development Planning Department that Condition 20 has been satisfied.
33. Canada Post shall advise the Vaughan Development Planning Department that Conditions 21 to 25 have been satisfied.