

## **ATTACHMENT NO. 5**

### **CONDITIONS OF DRAFT APPROVAL**

**DRAFT PLAN OF CONDOMINIUM (COMMON ELEMENTS) FILE 19CDM-24V005  
(THE 'PLAN')**

**TH (KLEINBURG) DEVELOPMENTS (BT) CORP. (THE 'OWNER')  
10 PIERRE BERTON BOULEVARD, BLOCK 69, REGISTERED PLAN 65M-4558  
CITY OF VAUGHAN (THE 'LANDS')**

**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-24V005, ARE AS FOLLOWS:**

#### **City of Vaughan**

1. The Plan shall relate to a Draft Plan of Condominium, prepared by Guido Papa Surveying a division of J. D. Barnes Limited, drawing No. 22-18-253-05-06 dated September 21, 2022.
2. Prior to the execution of the Condominium Agreement, the Owner shall submit a pre-registered Plan of Condominium to the Development Planning Department for review.
3. The Owner shall enter into a Condominium Agreement with the City of Vaughan and shall agree to satisfy any conditions that the City may consider necessary.
4. The following provision(s) 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 snow removal and clearing. The Condominium Corporation shall not store or deposit snow from the lands/development onto City of Vaughan owned property.
  - c) The Condominium Corporation shall maintain and manage the subsurface infrastructure situated within the Parcels of Tied Land ("POTLs") fronting the common element roadway and reserve a right of entry for the Condominium Corporation onto those POTLs to carry out such obligations.
  - d) The Condominium Corporation shall file an application for municipal waste collection. Upon successfully completing an 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 future 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 waste collection services, all waste collection services shall be privately administered and shall be the responsibility of the Condominium Corporation.

- e) The Owner and/or Condominium Corporation shall supply, install and maintain mail equipment to the satisfaction of Canada Post.
5. The Condominium Agreement shall be registered on title against the lands to which it applies at the cost of the Owner.
  6. The following warning clauses shall be included in the Condominium Agreement, all condominium declarations, Offers of Purchase and Sale or Lease on Blocks 2 and 3, as shown on the approved Site Plan drawings City File No. DA.22.051:
    - i. "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 traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks."
    - ii. "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."
  7. The Owner shall submit a certificate from a noise consultant to the Director of Development Engineering, certifying that the recommended noise attenuation measures have been implemented in the development in accordance with the approved noise report.
  8. The Owner shall submit an "as-built" survey to the satisfaction of the Building Standards Department.
  9. The Owner shall provide a copy of the proposed Condominium Declaration of the building, which shall disclose corresponding obligations of the Owner(s) in respect to cost-sharing and sharing of common accesses, utilities, services and/or other

elements as well as corresponding rights of the Owner(s) to access/utilize the respective common accesses, utilities, services and/or other elements.

10. 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.
11. 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 Condominium Agreement, if required, until each unit covered under this Condominium Agreement is separately assessed.

#### Canada Post

12. In order to provide mail service to the residential townhouse development totaling 28 residential units, Canada Post requests that the owner/developer comply with the following conditions:
  - a. The Owner/Developer 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;
  - b. The Builder/Owner/Developer 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 ground communication vaults, landscaping enhancements (tree planting) and bus pads;
  - c. The Owner/Developer 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;
  - d. The Owner/Developer 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;

- e. The Owner/Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy;

Canada Post further requests the owner/developer be notified of the following:

- i. The owner/developer of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox location.
- ii. Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.
- iii. There will be no more than one mail delivery point to each unique address assigned by the Municipality.
- iv. Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project.
- v. The complete guide to Canada Post's Delivery Standards can be found at:  
[https://www.canadapost.ca/cpo/mc/assets/pdf/business/standards\\_manual\\_en.pdf](https://www.canadapost.ca/cpo/mc/assets/pdf/business/standards_manual_en.pdf).

### Alectra Utilities Corporation

13. Alectra Utilities Corporation requests that requests that the owner/developer comply with the following conditions:
  - a. The developer shall contact Alectra Utilities Subdivisions Department to obtain a subdivision application form (SAF). The developer shall submit the SAF at least 6 months prior to the start of electrical distribution system (EDS) installation. SAF is also available by visiting <https://alectrautilities.com/find-form?parent=9> (under Construction Services).
  - b. The developer's electrical consultant to provide load calculations / requirements for this development.
  - c. The developer shall confirm with Alectra Utilities Subdivisions Department on the availability of adjacent plant capable of servicing this development and to discuss the electrical service installation requirements and schedule.
  - d. The developer shall be responsible for the costs associated with the hydro plant expansion to supply this development.

- e. The developer's electrical consultant to contact Alectra Utilities Subdivisions Department to discuss placement of switchgear(s) and/or transformer(s) requiring adequate space for safe installation and operation.
- f. The developer shall be responsible for the costs of the relocation of existing plant to accommodate the new road(s) and driveway(s).
- g. The developer's electrical consultant to confirm the metering configuration within this development (individual / ganged metering). The developer shall provide the architectural drawings and confirm the location of the hydro meters as approved by Alectra Utilities.
- h. The developer shall enter into a servicing agreement (offer-to-connect) and will be responsible for the cost-sharing as detailed in the offer-to-connect.
- i. Any easements required by Alectra Utilities for the provision of electrical service to this development will be determined by Alectra Utilities in its sole discretion at the design stage of the project. For condominium/private developments, Alectra Utilities requires a blanket easement.

#### Clearances

- 14. The City of Vaughan shall advise that Conditions 1 to 11 have been satisfied.
- 15. Canada Post shall advise in writing that Condition 12 has been satisfied.
- 16. Alectra Utilities Corporation shall advise in writing that Condition 13 has been satisfied.