

**ATTACHMENT NO. 1**

**CONDITIONS OF DRAFT APPROVAL**

**DRAFT PLAN OF CONDOMINIUM (STANDARD)  
FILE 19CDM-20V004 ('PLAN')  
HATPIN DEVELOPMENTS INC. ('OWNER')  
PART OF BLOCK 724, REGISTERED PLAN 65M-2086  
PART OF EAST HALF OF LOT 22 AND PART OF LOT 23, CONCESSION 4  
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 (STANDARD) FILE 19CDM-20V004, ARE AS FOLLOWS:**

City of Vaughan

1. The Plan shall relate to a Draft Plan of Condominium (Standard), prepared by Holding Jones Vanderveen Inc., Job No. 16-2455-DRAFT PLAN, dated June 18, 2019.
2. Prior to the execution of the Condominium Agreement, the Owner shall submit a preregistered Plan of Condominium to the satisfaction of the Development Planning Department.
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. Prior to the registration of the Draft Plan of Condominium, the Owner shall provide documentation to demonstrate how Site Plan Agreement (Site Development File DA.18.002) Condition No. 19 related to warning clauses, has been included to the satisfaction of the Development Engineering Department.
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. 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; and

- c. snow removal and clearing shall be the responsibility of the Condominium Corporation.
6. The Condominium Agreement, Condominium Declaration and all Agreement of Purchase and Sale and/or Lease shall include the following as identified by the Site Plan Agreement for Site Development File DA.18.002:
- a. Warning Clauses:
    - i. “Purchasers and/or tenants are advised that there may be occasional odours at the Development, or visible fugitive dusts in the vicinity of the industrial facilities located on the east side of Keele Street, in accordance with Guideline D-6, Compatibility Between Industrial Facilities, due to the proximity of these industrial facilities, and recognizing that there is always a potential for occasional odour or other nuisance effects at the development.”
    - ii. “Purchasers and/or tenants are advised that despite the inclusion of noise control features in this development area within the dwelling unit, the noise levels from increasing road and industrial users may continue to be of concern, occasionally interfering with some activities of the occupants. This dwelling has, therefore, been equipped with forced air heating and central air conditioning which will allow windows to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of the Environment, Conservation and Parks in compliance with the City’s noise policy.”
    - iii. “Purchasers and/or tenants are advised that public transit bus traffic occurs on McNaughton Road and Keele Street.”
    - iv. “Purchasers and/or tenants are advised that the dwelling unit abuts a park and may be subject to noise and lighting due to the nature and use of the park for active recreation.”

- v. "Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of the occupants as the sound level may exceed the noise criteria of the Municipality and the Ontario Ministry of the Environment, Conservation and Parks, the purchaser hereby agree to place this clause in all subsequent Offers of Purchase and Sale or Lease when I sell the property."
  - vi. "Purchasers/tenants are advised that the dwelling unit is fitted with a central air conditioning system in order to permit closing of windows for noise control."
  - vii. "Purchasers/tenants are advised that the acoustical fence and/or barrier as installed shall be maintained, repaired or replaced by the Owner or future Condominium Corporation. Any maintenance repair or replacement shall be with the same material, to the same standards, and having the same colour and appearance of the original installation."
  - viii. "Purchasers/tenants are advised that this dwelling unit is in proximity to the existing institutional, commercial and industrial facilities whose activities may at times be audible."
  - ix. "The Owner shall install and maintain a Minimum Efficiency Reporting Value ('MERV') MERV11 filters on the air intakes to ensure residents will have good air quality in their homes."
- 7. The Condominium Agreement shall be registered on title against the lands to which it applies at the cost of the Owner.
  - 8. Prior to final approval, the Owner shall confirm that they have paid all outstanding taxes, development charges and levies, as may be required by the Vaughan Financial Planning and Development Finance department.

#### Canada Post

- 9. 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.

10. 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.
11. 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.
12. 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.
13. 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.

#### Utilities

14. Prior to final approval, the Owner acknowledges and agrees to satisfy the requirements of the various utility companies including Alectra Utilities Corporation, Enbridge Gas Inc., Bell Canada, Hydro One and Rogers Communications. 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.

#### York Region

15. Prior to final approval, the Owner shall provide confirmation that all the conditions of the Site Plan Approval issued for the subject property on September 20, 2019 under Regional File No. SP.17.V.0184, have been satisfied.
16. 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 issued on September 20, 2020 under Regional File No. SP.17.V.0184.

17. Prior to final approval, the Owner shall confirm that all of the works within the Regional right-of-way have been 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.
18. Prior to final approval, the Owner shall provide confirmation that all Transfers of Obligations have been completed where Regional Agreements require responsibility to change from the Owner to the Condominium Corporation.

#### Clearances

19. The City of Vaughan Development Planning Department shall advise that Conditions 1 to 8 have been satisfied.
20. Canada Post shall advise the Development Planning Department in writing when Conditions 9 to 13 have been satisfied.
21. The Utility Corporations shall advise the Development Planning Department in writing when Condition 14 have been satisfied.
22. The Region of York shall advise the Development Planning Department in writing when Conditions 15 to 18 have been satisfied.