

ATTACHMENT NO. 1

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (COMMON ELEMENT)
FILE 19CDM-20V008 ('PLAN')
PALA BUILDERS (BT) INC. ('OWNER')
BLOCK 214, PLAN 65M-4004, 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 ELEMENT) FILE 19CDM-20V008, ARE AS FOLLOWS:

City of Vaughan

1. The Plan shall relate to a Draft Plan of Condominium, prepared by Holding Jones Vanderveen Inc., drawing File No. 19-2783, dated May 19, 2020.
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 outstanding conditions that the City may consider necessary as part of related Site Development File DA.18.046.
4. The Condominium Agreement shall be registered on title against the lands to which it applies, at the cost of the Owner.
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, 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 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 to the satisfaction of the Financial Planning and Development Finance Department. The Owner also certifies acknowledgement or responsibility for the payment of all taxes levied to date, both interim and final, and all taxes levied upon the land after execution of the Condominium Agreement, if required, until each unit covered under the Condominium Agreement is separately assessed.

8. The following provisions shall be included in the Condominium Agreement to the satisfaction of the City:

- a) The Owner and/or the Condominium Corporation shall be responsible to regularly clean and maintain all driveway catch basins.
- b) The Owner and/or Condominium Corporation shall be responsible for snow removal and clearing and the Condominium Corporation shall not store or deposit snow from the lands/development onto City of Vaughan owned property, including the Carrville Mill Park and the area of Rattenbury Road adjacent to the Carrville Mill Park entrances, as this area is identified for the “100 Year Storm Capture Area” on the Grading Plan for the development and shall be kept free of snow at all times to provide for proper functioning of the “100 Year Storm Capture Area”.
- c) Upon a successfully completed application, a site inspection, and the executed agreement 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.
- d) The Owner and/or Condominium Corporation shall supply, install, and maintain mail equipment to the satisfaction of Canada Post.
- e) The Owner shall include the following warning clauses in the Condominium Declaration and in all Agreements of Purchase and Sale and/or Lease, advising:
 - 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 Commissions (‘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 contributed towards recycling and green bin containers for each residential unit as a requirement of the 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) “The parkland serving the community may not be fully developed at the time of occupancy. The timing of development, phasing and programming of parkland is at the discretion of the City of Vaughan.”
 - vi) “This development will be serviced by a private waste collection system and snow clearing services.”
- f) The Owner shall include the following warning clauses in the Condominium Declaration and in all Agreements of Purchase and Sale and/or Lease for all Units within Blocks that may abut a public highway, laneway, walkway, park, open space, or similar public space:
- i) “Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks abutting public lands is a requirement of this Site Plan 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 City has taken a Letter of Credit from the Owner (Pala Builders (BT) Inc.) for the 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.

The maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City. The maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the lot Owner.”

- g) The following warning clause shall be included in the Condominium Declaration and in all Offers of Purchase and Sale or Lease for dwelling unit on Parts 1 to 20 Inclusive, being units that abut the City’s Carrville Mill Park:

“Purchasers and/or tenants are advised that the lot abuts a neighbourhood park, and that lighting and noise should be expected from the use of the park for recreation purposes. A 1.5 m high black vinyl chain link fence is to be constructed on the lots abutting the park block boundary with all fencing material, including foundations, wholly located on the lot to delineate the boundary of the park. The installation of any gate access point from the unit/lot to the adjacent municipal park and any encroachments and/or dumping from the lot to the park are prohibited.”

- h) The following warning clause shall be included in the Condominium Declaration and in all Offers of Purchase and Sale or Lease for all units:

“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 dwelling occupants.”

- i) The following warning clause shall be included in the Condominium Declaration and in all Offers of Purchase and Sale or Lease for units on Part 1, Part 39 and Part 40, and all units on Parts 87 to Part 114 inclusive:

“Purchasers and/or tenants are advised that, despite the inclusion of noise control features within the development area, road noise will continue to increase occasionally interfering with some activities of the dwelling occupants. This dwelling has, therefore, been equipped with forced air heating and ducting, etc. sized to accommodate the future installation of air conditioning by the

purchaser and/or tenant. The location of the air conditioning unit on the lot shall comply with the provisions of City of Vaughan By-Law 1-88.”

- j.) The following warning clause shall be included in the Condominium Declaration and all Offers of Purchase and Sale or Lease for the unit on Part 1 and the unit on Part 40:

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

- k.) The following warning clause shall be included in the Condominium Declaration all Offers of Purchase and Sale or Lease all units on Parts 1 to 20 inclusive:

“Purchasers and/or tenants are advised that the lot abuts a neighbourhood park and park noise and/or lighting may be of concern due to the nature of the park for active recreation and the park may be subject to future development resulting in additional/revised and/or renewed recreational opportunities that may result in lighting and/or noise.”

- l.) The Owner shall identify the retaining walls and servicing infrastructure, tot lot, urban square, seating areas and the sidewalks considered to be common elements and/or for the exclusive use of the Condominium Corporation on the related future Draft Plan of Condominium, and in the future Condominium Agreement, prior to the registration of the final Plan of Condominium, to the satisfaction of Vaughan.

- m.) The following warning clause shall be included in the Condominium Declaration and all Offers of Purchase and Sale or Lease for units on Part 99, Part 100, and Part 114:

- i) “Purchasers and/or tenants are advised that a section of the common element sidewalk is located on Part 99, Part 100 and Part 114 and an easement in favour of the Condominium Corporation has been registered on the title for these units

- n.) The Owner/Condominium Corporation agrees that the underground storage tank will be located on private property and maintained by the Owner/Condominium Corporation.
- o). The following warning clause shall be included in the Condominium Declaration and all Offers of Purchase and Sale or Lease for all units;
 - i) “Purchasers and/or tenants are advised that the Condominium Corporation shall not store or deposit snow from the Lands/development onto City of Vaughan owned property, including the Carrville Mill Park and the area of Rattenbury Road adjacent to the Carrville Mill Park entrances, as this area is identified for the “100 Year Storm Capture Area” on the Grading Plan for the development and shall be kept free of snow at all times to provide for proper functioning of the “100 Year Storm Capture Area”.

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 enhancement (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 and 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.

14. The Owner shall include in all Agreements of Purchase and Sale and/or Lease, Condominium Agreement, Condominium Declaration the following clause:

“Despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building’s occupants”

Utilities

15. 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 the existing utility facilities or easement(s) within the subject area, the Owner shall be responsible for the relocation of such facilities or easements at their own cost.

Clearances

16. Development Planning Department shall advise that Conditions 3 to 8 and 14 have been satisfied
17. Canada Post shall advise the Development Planning Department in writing when Conditions 9 to 13 have been satisfied
18. Enbridge Gas, Alectra Utilities Corporation, Bell Canada, and Rogers Communications Inc. shall advise the Development Planning Department in writing when Condition 15 has been satisfied