EXTRACT FROM COUNCIL MEETING MINUTES OF MARCH 24, 2015

Item 2, Report No. 13, of the Committee of the Whole (Public Hearing), which was adopted without amendment by the Council of the City of Vaughan on March 24, 2015.

ZONING BY-LAW AMENDMENT FILE Z.14.074 WORLD MEDIA FORUM INC. <u>WARD 4 - VICINITY OF JANE STREET AND RUTHERFORD ROAD</u>

The Committee of the Whole (Public Hearing) recommends:

- 1) That the recommendation contained in the following report of the Commissioner of Planning, Director of Development Planning and Manager of Development Planning, dated March 3, 2015, be approved; and
- 2) That the following deputations and communication be received:
 - 1. Ms. Jane McFarlane, Weston Consulting Group, Millway Avenue, Vaughan, on behalf of the applicant; and
 - 2. Mr. Michael Pascu, FINE & DEO Barristers and Solicitors, Steeles Avenue West, Vaughan, representing the York Region Standard Condominium Corporation No.1026, and C9, dated March 2, 2015.

Recommendation

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The Commissioner of Planning, Director of Development Planning, and Manager of Development Planning recommend:

1. THAT the Public Hearing report for File Z.14.074 (World Media Forum Inc.) BE RECEIVED; and, that any issues identified be addressed by the Vaughan Planning Department in a comprehensive report to the Committee of the Whole.

Contribution to Sustainability

The contribution to sustainability will be determined when the technical report is considered.

Economic Impact

This will be addressed when the technical report is completed.

Communications Plan

- a) Date the Notice of Public Hearing was circulated: February 6, 2015
- b) Circulation Area: 150 m. The Notice of Public Hearing was also posted on the City's website at <u>www.vaughan.ca</u>, and a Notice Sign was installed on the subject lands in accordance with the City's Notice Sign and Procedures Protocol.
- c) Comments Received as of February 17, 2015: None

Purpose

To receive comments from the public and the Committee of the Whole on Zoning By-law Amendment File Z.14.074, specifically to amend the EM1 Prestige Employment Area Zone to permit a Video Production Studio in Units #53 and #54 (approximately 485 m² of gross floor area) of an existing multi-unit employment building shown on Attachment #3. There are no proposed changes to the existing building or site.

The Video Production Studio would primarily entail video recording of discussion style programs for religious education, and social and moral training. There is also proposed post-production

CITY OF VAUGHAN

EXTRACT FROM COUNCIL MEETING MINUTES OF MARCH 24, 2015

Item 2, CW(PH) Report No. 13 – Page 2

computer activities and general office administration related to the video program recorded onsite. No commercial programming will be recorded at the studio, and no programming will be produced for sale. No other sale of any product are proposed on site.

The studio will operate during the afternoon and evening and is intended to be occupied by 10-15 volunteer members. The proposed video programming does not include any studio music recording or propose any uplink transmissions from the studio.

Background - Analysis and Options

Location	 South of Rutherford Road, west of Jane Street, municipally known as 130 Bass Pro Mills Drive, shown as "Subject Lands" on Attachments #1 and #2.
Official Plan Designation	• The subject lands are designated "General Employment" by Vaughan Official Plan 2010 (VOP 2010), which permits a full range of industrial uses including manufacturing, warehousing, processing, transportation, and distribution, and office space accessory to and directly related to the permitted employment uses. A video production studio is not specifically listed as a permitted use in any VOP 2010 employment designation. However, the proposed use is carried out completely within the existing building and is considered to be compatible with other General Employment uses, and will not destabilize the planned function of the Employment Area. The proposed addition of a Video Production Studio as a permitted use in the EM1 Zone conforms to the Official Plan.
Zoning	 The subject lands are zoned EM1 Prestige Employment Area Zone by Zoning By-law 1-88, and subject to Exception 9(1057), which does not permit a Video Production Studio use. Therefore, a Zoning By-law Amendment is required.
Surrounding Land Uses	 Shown on Attachment #2.

Preliminary Review

Following a preliminary review of the application, the Vaughan Planning Department has identified the following matters to be reviewed in greater detail:

	MATTERS TO BE REVIEWED	COMMENTS
a.	Appropriateness of Proposed Use	 The appropriateness of permitting a Video Production Studio use in the EM1 Zone will be reviewed in consideration of compatibility with other uses on the site and the surrounding land use context. The implementing zoning by-law will include a definition for a Video Production Studio to reflect the

CITY OF VAUGHAN

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Relationship to Vaughan Vision 2020/Strategic Plan

The applicability of this application to the Vaughan Vision will be determined when the technical report is considered.

Regional Implications

The application has been circulated to York Region for review and comment. Any issues will be addressed when the technical report is considered.

Conclusion

The preliminary issues identified in this report and any other issues identified through the processing of the application will be considered in the technical review of the application, together with comments from the public and Vaughan Council expressed at the Public Hearing or in writing, and will be addressed in a comprehensive report to a future Committee of the Whole meeting.

Attachments

- 1. Context Location Map
- 2. Location Map
- 3. Site Plan

Report prepared by:

Gillian McGinnis, Planner, ext. 8003 Christina Napoli, Senior Planner, ext. 8483

(A copy of the attachments referred to in the foregoing have been forwarded to each Member of Council and a copy thereof is also on file in the office of the City Clerk.)



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3100 Steeles Ave. W., Suite 300 Vaughan, Ontario, Canada L4K 3R1

> Toll Free: 1-888-FINEDEO Local Tel: 905-760-1800 Fax: 905-760-0050 1-888-COND055

COMMUNICATION

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Michael D. Pascu Extension: 243 mpascu@finedeo.com

VIA E-MAIL

March 2, 2015

Gillian McGinnis Planning Department City of Vaughan 2141 Major Mackenzie Drive Vaughan, ON L6A 1T1

Dear Ms. McGinnis:

Re: Application to Amend Zoning By-law No. 1-88 130 Bass Pro Mills Drive File No.: 2.14.074 Our File No.: 15-1335

We are the lawyers for York Region Standard Condominium Corporation No. 1026 (the "corporation"). The property that is the subject matter of this application forms part of the common elements of the corporation and as such, the property is subject to the *Condominium Act, 1998* (the "*Act*").

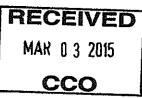
Pursuant to Section 17(2) of the *Act*, the corporation has a duty to control, manage and administer the common elements of the corporation. Pursuant to Section 119(1) of the *Act*, the owner of Units 53 and 54 in the corporation (see attached Schedule "A", containing the Parcel Registers for Units 53 and 54) has the duty to comply with the corporation's declaration.

Article IV, Subsection 1(a) of the corporation's declaration specifies, among other things, that "No owner shall make any application for changing the zoning by-laws affecting the property or any part thereof without the prior written consent of the Board". (See excerpt from the declaration attached as Schedule "B").

The corporation's board of directors was not advised by the owner of Units 53 and 54 (henceforth the "owner") of this application to amend Zoning By-law 1-88, nor has the owner obtained the board's approval to proceed with the application. The owner is therefore in breach of the declaration.

The corporation's board of directors are not in position to give consent to the owner/applicant to make this application, for the following reasons:

a. the property consists of 64 industrial/commercial units;



- b. there are 265 parking spaces on the corporation's common elements;
- c. two parking spaces are allocated for the exclusive use of each unit, as set out in Schedule F of the corporation's declaration (see Schedule "B"). The parking spaces allocated for the exclusive use of Unit 53 are P231 and P232, and those parking spaces allocated for the exclusive use of Unit 54 are P234 and P235. A total of 128 parking units are allocated to the exclusive use of the unit owners in the corporation;
- d. the remainder of the parking spaces on the property (namely 136 parking spaces) are allocated as visitor parking spaces. Each unit accordingly enjoys the use of approximately 2 visitor parking spaces. Attached as Schedule "C" is a copy of the Plan of Survey of the corporation showing the location of the visitor parking spaces;
- e. Units 53 and 54 accordingly are entitled to exclusive use of 4 parking spaces and may use up to an additional 4 visitor parking spaces;
- f. contrary to the information contained in the applicant's Planning Justification Report, all of the units are occupied and in use and all visitor parking spaces are being used on a regular basis. In fact, there already is a major problem with parking on the property, as the unit owners, in the aggregate, often use more than 2 visitor parking spaces on any given day;
- g. the owner/applicant proposes that between 10 to 15 volunteer members (staff) will be working in the two units. This does not include the guests that are intended to attend for interviews or any other additional personnel that may be attending for recording events; and
- h. the corporation's visitor parking spaces cannot accommodate the proposed parking needs of the owner/applicant, if Units 53 and 54 are permitted to operate as a Video Production Studio.

It is submitted that, contrary to the owner/applicant's assertion, the proposed use of Units 53 and 54 as a Video Production Studio will create a significant adverse impact on the owners of the other units in the corporation, with respect to parking. For this reason, as well as the reason that the application was made in breach of the corporation's declaration, the proposed Zoning By-law Amendment should be denied.

Yours truly,

FINE & DEO per:

Michael D. Pascu MDP/lg Encls,

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THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the *Condominium Act*, S.O. 1998, and the regulations made thereunder as amended from time to time (all of which are hereinafter referred to as the "Act"), by:

RARE ELM HOME CORP.

(hereinafter called the "Declarant")

WHEREAS the proposed Declarant is the owner in fee simple of lands and premises situate in the City of Vaughan, in the Regional Municipality of York, and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Property";

AND WHEREAS the proposed Declarant has constructed three (3) one-storey building(s) upon the said lands containing in total sixty-four (64) industrial/commercial units;

AND WITCEREAS the proposed Declarant intends that the said lands and interests appurtement to the lands, the lands and interests being described in the Description; together with the said buildings constructed thereon shall be governed by the Act;

AND WHEREAS the registration of the Declaration and Description will conte a freehold condominium that is a slandard condominium corporation;

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLEI

Introductory

I. Definitions - The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "Board" means the Corporation's Board of Directors;
- (b) "Boundaries of Outs" The monuments controlling the extent of the Units are the physical surfaces mentioned in the Boundary of Units contained in Schedule "C".
 - (i) Bach industrial unit shall include:

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- (a) Use Unit Owner's Individual Servicing Systems, which include, without limitation, all HVAC units, hot water tanks, and all pipes, wires, onbies, conduits, duots, meters, and other mechanical or similar upparatus relating to the supply of electricity and telephone, water, gas, storm sewers, sanitary sewers, or other public or private utility;
- (b) all drive in doors and overhead leading doors leading into or out of an industrial unit with all hardware appurtement thereto (including without limitations handles, knobs, locks, hinges and door frames, door operating dovices); and
- (c) all demising walls within an industrial unit, except for any load bearing concrete, concrete block and/or masonry walls or columns between industrial units, and except for any structural or load bearing bears located within any of the industrial units,

(ii) Baoh industrial unit shall oxclude:

(a) all concrete/concrete block walls or columns on all exterior perimeter walls; all load bearing concrete, concrete block and/or masonry walls or columns between industrial units; as well as structural or load bearing trosses beams located within any of the industrial units, all glass panel entrance door windows, mus door, door and window frames, and all glass panels located therein, all roof assemblies including beams or any sinucture supporting the roof; and

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- (b) all pipes, wires, cables, conduits, duots, flues and mechanical or similar apparatus (or portions of same) that supply and service to more than one industrial unit, or to the common elements, or that may fie within the boundaries of any particular industrial unit but which do not service that particular industrial unit.
- (c) "By-laws" means the By-Laws of the Corporation ennoted from time to time;
- (d) "Common Elements" means all the property except the Units;
- (c) "Conditions and Restrictions" means the conditions and restrictions registered by Parktrail Estates Inc. against title to the property in the Land Registry Office for the Land Titles Division of York Region (No. 65) as Instrument No.YR375566.
- (f) "Corporation" means the Condominium Corporation created by the registration of this Declaration;
- (g) "Owner" means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (h) "Units" menns Units One (1) to Sixty-Four (64).

2. Statement of Intention. The proposed Declarant intends that the lands and premises together with appurtenant interests described in Schedulo "A" be governed by the Act. The Condominium Corporation created by the registration of this Declaration shall be a Freehold Standard Condominium Corporation.

3. Consent of the Mortgagees . The consent of every person having a registered mortgage against the lands or interest appurtenant to the lands described in Schedule " Λ " is contained in Schedule "B" attached hereto.

4. Boundaries of Units and Monuments. The monuments controlling the extent of the Units are the physical surfaces montioned in the boundaries of Units in Schedule "C" attached hereto.

5. Common Interest and Common Expenses Each Owner shall have an undivided interest in the common elements as a lenant-in-common with all other Owners and shall contribute to the Common Expenses in the propertions set forth opposite each Unit number in Schedulo "D" attached herete. The total of the propertions of the common interests shall be one hundred (100%) percent.

6. Address for Service and Mulling Address of the Corporation. The Corporation's address for service is c/o History Hill, 8700 Dufferin Street, Concord, Ontario, LAK 486, or such other address as the Corporation may by resolution of the Board determine.

ARTICLEI

Continion Exponses

1. Specification of Common Expenses Common Expenses mean the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

2. Payment of Common Expenses . Each Owner, including the proposed Declarant, shall pay to the Corporation his proportionate share of the Common Expenses and the assessment and collection of the contributions toward the Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provisions of this Declaration or in any of the By-laws or Rules and Regulations of the Corporation in force from time to time by any Owner, his tenants, employees, customers, agents, contractors, invitees or licensees or by anyone else for whom the Owner is at low responsible, shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the some manner as Common Expenses.

3. Reserve Fund

(a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and

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(b) No part of the Reserve Fund shall be used except for the purpose for which the funds were established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.

4. Status Certificates The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accompanying documentation shall forthwith provide the Declarant with status certificates and all such accompanying documentation and information in accompanying documentation and information in the Declarant with status certificates and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

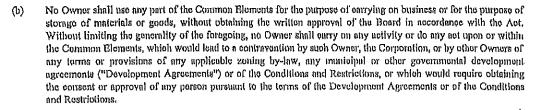
- 5. Motoring of Utilities
- (n) Hydro, gas and water (individually, the "Utilities") will be provided on either a bulk basis to the Corporation or alternatively, each Unit will be separately metered. Unit Owners may be billed by either the utility corporation directly or by the Corporation or by a separate utility meter.
- (b) Each Owner shall be responsible to pay the costs of the inclored utility service supplied to his Unit directly to the utility company based on the amount of such utility service supplied as determined by the said motor for his Unit and such payment will not be credited against his obligation to pay Common Expenses.
- (c) Any monies owing for the Utility not paid to the utility company may, at the discretion of the Board, be paid by the Corporation and shall be a debt owed by the Owner of the Unit whose occupants have consumed such utility service and shall be collectable as if the same were Common Expenses in arrears and for such purposes only shall be considered Common Expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for Utility usage at the same rate as interest sources on arrears of Common Expenses.
- (d) Once an Owner has defaulted in payment to the utility company, as a condition of being supplied or continuing to be supplied with the Utility, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to one month's Common Expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner on account of the supply of the Utility.
- (c) The Corporation shall be entitled, subject to complying with all other laws and regulations, in stop the supply of the Utility to any Unit where the payments owing for same are more than thirty (30) days in arrears. Harry to Units from time to time by any municipal or public utility representative or other personnel authorized by the Corporation for the purposes of installation, repair, maintenance and the reading of meters is hereby authorized. Such work as is required within the Unit or its appurtenant Common Elements as is necessary in order to facilitate the usage and operation of any meter is also permitted.

ARTICLE III

Common Elements

1. Use of Common Elements

(a) Subject to the provisions of the Act, the Declaration, the By-laws and Rules, each Owner has the full use, occupancy and enjoyment of the whole or any part of the Common Blements, except as herein otherwise provided. However, no condition shall be permitted to exist, and no activity shall be carried on or in the Common Blements that is likely to damage the Property or impair the structural integrity of the building or that will unreasonably interfere with the use or enjoyment by other Unit Owners of the Common Blements and other Units, or that results in the cancellation or threatened cancellation of, or an increase in the premium payable for, sup policy of insurance referred to in this Declaration.



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(c) The Declarant shall be entitled to erect and maintain signs for marketing/sules purposes upon any part of the Common Biements, and within or outside any unsold Units, pursuant to the Declarant's ongoing marketing program in respect of the Condominium Corporation, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion until such time as the Declarant has sold all of the Units in the Condominium Corporation,

2. Exclusive Use of Parts of Common Blements . Subject to compliance with the Act, the Declaration, the By-Laws and Rules, each Owner shall have the exclusive use of those parts of the Common Elements being those parking spaces designated to particular Units in Schedule "P" attached hereto.

3. Restrictive Access . Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time as utilities areas, building maintenance storage areas, condominium offices, operating maintenance, or any other parts of the Common Elements used for the care, maintenance, or operation of the property. This paragraph shall not apply to any first mortgages holding mortgages on at least ten (10%) percent of the Units who shall have right of access for inspection upon forty-eight (48) hours' notice to the property manager.

4. Additions, Alterations and Improvements

(a) General Prohibition

Subject to the terms hereof, no Owner shall make any change or olteration to the Common Elements whatsoever, including any installation(s) thereon, nor after, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in necordance with the provisions of this Declaration) without obtaining the prior written approval of the Corporation in accordance with the Act.

(b) Substantial Alteration

The Corporation may, by a vote of Owners who own eighty (80%) percent of the Units, make any substantial additions, alterations or improvements to, or renovations of the Common Elements, or may make any substantial change to the assets of the Corporation.

(a) Non-Substantial Alterations

The Corporation may, by a vote of the majority of the Owners, make any non-substantial addition, alteration, or improvements to or renovation of the Common Elements, or may make any other non-substantial change to the assets of the Corporation.

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(d) Bonrd's Disorction

For the purposes of this paragraph 4, the Board shall devide whether any addition, alteration, or improvements to or renovation of the Common Elements, or any change to the assets of the Corporation, is substantial.

(e) Minor Modifications

For the purposes of this Declaration, and for the purposes of regulating and managing the affairs of the Corporation and the Corporation's compliance with any provisions of the Act, the following shall not be considered changes to, alterations, improvements to, or renovations of the Common Elements of the Corporation requiring the prior written approval of the Corporation, namely:

- any minor installation, alteration or improvement in a Unit which involves a minor encroachment onto the Common Elements to the extent permitted by subparagraph (f) of this section of this Declaration;
- (ii) the removal of a domising or partition wall in accordance with subparagraph (b) of Section 2 of Article IV of this Declaration;
- (iii) any alteration, addition, change, improvement or renovation made within any Unit, in the nature of leasohold improvements, or any removal or replacement of partitions between Units and Common Elements (provided the provisions of this Declaration are complied with) or the alteration or removal on non-structural or non-load-bearing walls, or any change within a Unit which affects any servicing system which services such Unit only (provided the provisions of this Declaration are complied with).

(f) Any Owner may make or effect any minor installation, alteration or improvement to their Unit, by way of the making of any repairs and replacement to any part of his Unit, including to or by way of an installation or improvement to any servicing system serving his Unit alone and which forms part of such Unit, (herein defined as "construction in the Unit") which to a minor degree encroaches, protrudes onto, punctures, encompasses any part of, or otherwise touches upon the Common Elements (all of which are individually herein referred to as a "minor encroachment onto the Common Elements") provided that the written consent of the Board thoreto is first obtained and such minor encroachment activity is done in full compliance with the reasonable requirements imposed by the Board in connection therewith, including, without restricting the generality of the foregoing, any of the following requirements:

(i) that copies of all plans and specifications showing in complete detail the proposed construction in the Unitand illustrating in sufficient detail the manner in which the Common Blements of the Corporation may be affected, or alternatively that the Common Blements of the Corporation are not affected, are first delivered to the Board for review by an architect or engineer so designated by the Board (hereinafter referred to as the "Board's Consultant").

It is understood that the Owner seeking to effect such installation, alteration or improvement to his Unit shall be solely responsible for paying for the cost of the Board's Consultant, but nothing in this section shall be deemed to require that the Board shall retain such consultant for any given installation, alteration or improvement to a Unit;

- (ii) that the Owner in making the minor eneroneolument onto the Common Elements complies with the provisions of all rules, regulations and ordinances of any applicable governmental authority having jurisdiction, as well as any conditions imposed by the Board's Consultant;
- (iii) that the Board and the Board's Consultant are satisfied that the use made by other Unit Owners and/or the Corporation of the Units and Common Elements will not be unduly or unreasonably altered, disturbed or interfered with by such minor encronohment onto the Common Elements and that such construction in the Unit will not unduly affect the structural integrity of any Unit or of the Common Elements nor will adversely interfere with the electrical, heating or other mechanical fixtures, equipment or systems servicing other Units or the Common Elements and in this regard the Board's Consultant may require the payment of a cash deposit or the posting of a letter of eredit or other sufficient or satisfactory security to it to secure any of the obligations or matters described or referred to in this subparagraph;
- (iv) that adequate measures are taken so that any noise, interference or vibration caused to any other Owner arising from the construction in the Unit is minimized;
- (v) that such Owner seeking to effect the construction in the Unit agrees to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims or liabilities which the Corporation may inour or suffer as a result of or in connection with such encroachment onto the Common Elements and agrees to execute such further assurances as the Board may reasonably require in connection therewith; and

- (vi) that such Owner obtain insurance against any damage, oldrn or linbility which may be insured as a result of the modification, including fire and extended risk, property damage, and public liability, and shall provide evidence of this insurance and of its renewal to the Corporation every year for so long as such modification remains in place.
- (g) Heating and/or Air Conditioning Apparatus

Any Owner muy install a heating and/or air-conditioning apparatus on the roof over his Unit provided that the written consent of the Board and/or the Board's Consultant thereto is first obtained, including approval of the size and type of heating ant/or air-conditioning apparatus to be installed and approval of the method and manner of installation. Any Unit Owner who installs or maintains a heating and/or air-conditioning apparatus on the roof shall be solely responsible at this sole cost and expense for the maintenance and repair of same and shall indemnify and save the Corporation haroless from and against any and all costs, expenses, damages, claims or liabilities which the Corporation may incur or suffer as a result of or in connection with the installation and/or operation of such apparatus on the roof. Without limiting the generality of the foregoing, the Board and/or the Board's Consultant may require as a condition of granting its consent hereunder the following:

- (i) copies of plans, specifications and/or drawings from a certified architect or engineer and/or manufacturors' specifications with respect to the proposed heating and air-conditioning apparatus and its proposed installation;
- (ii) posting of scourity by way of each deposit or letter of credit or other satisfactory security in order to secure the proper installation of the heating and air-conditioning apparatus;
- (iii) evidence that adequate measures will be taken to minimize noise and interference and vibration which could disturb any other Owner arising from the installation and/or operation of the heating and airconditioning apparatus; and
- (iv) such further indemnities and assurances as the Board may reasonably require in connection therewith.
- (h) As-Built Plans and Specifications

A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit with the prior written consent of the Board, shull be maintained in the office of the Corporation or of its manager at all times, or as such other place as the Board shall from time to time determine by resolution, for the use of the Corporation in rebuilding

. or repairing any damage to the building(s), and for the use of any Owner or mortgagee.

5. Animals No animal, livestock or fowl, other than those permitted pursuant to Article IV of the Declaration is permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and hold by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no attack dogs are permitted to be on or about the Common Elements.

6. Parking Subject to the terms of any lease of the parking spaces or the Common Riemanis, the Board shall, from time to time, be entitled to restrict and otherwise regulate the use of the parking spaces situate on the Common Blements, including, but not limited to, designating the location and the number of parking spaces to be used by onch Owner in addition to those designated as Exclusive Use Common Areas.

<u>ARTICLE IV</u>

Units

1. Occupation and Use

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations;

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- (a) Each Unit shall be occupied and used only for commercial purposes in compliance with the applicable zoning by-law provisions and for no other purpose, but the foregoing shall not prevent the proposed Declarant from completing the buildings and all improvements to the property, maintaining Units as models for display and sale purposes and otherwise maintaining construction offices, displays and signs until all Units in this or any other condominium corporation constructed by the proposed Declarant have been sold by the proposed Declarant. No owner shall make any application for changing the zoning by-laws affecting the Property or any part thereof without the prior written consent of the Board.
- (b) Use of Units is further restricted as follows:
 - the use of a Unit shall not violate any zoning or restricted area by-law of the City of Vaughan or other pertinent governmental body, or any of the Conditions and Restrictions; and
 - (ii) a Unit shall not be used for an adult entertainment business, as defined and determined by the Board in its sole, absolute and arbitrary discretion, auto mechanic's shop, auto body shop, any residential use or use requiring the storage, manufacture or consumption of any toxic waste or contaminant or a restaurant.
- (c) No Unit shall be occupied or used by anyone in such a manner as is likely to damage the Property, or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Blements or their Units, or that may result in the cancellation, increase in the premium payable, or threat of cancellation of any policy of insurance referred to in the Declaration, or in such a manner as to lead to a breach by any Owner or by the Corporation of any provisions of any restriction or covenant affecting the Property and registered on title thereto, or which would constitute or lead to a controvention of any Development Agreements or the Conditions and Restrictions. If a Unit is occupied or used by anyone in such a manner so as to result in an increase in premium or cancellation of any insurance policy insuring the interest of the Corporation, the Owner of such Unit shall be liable to pay to the Corporation such increase in the insurance premiums otherwise physicle by the Corporation and shall also be liable to pay to the Corporation all other costs and expenses incurred or arising as a result, and all such payments may be recovered by the Corporation against such Owner in the same manner as Common Bayenses.
- (d) The Owner of each Unit shall comply and shall require all tenants, licensees, employees, customers, agents, contractors, invites and visitors to his Unit to comply with the Act, the Declaration, the Bylaws and the Rules;
- (c) Except for Units being used for a pet store or a veterinary clinic, no animals, livestock or fowl of any kind, including animals normally considered to be domestic pets, shall be kept in any Unit. No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept in or allowed in any Unit. An Owner shall, immediately following receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the property. No breeding of animals for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit;
- (f) In the ovent the Board determines, in its sole disorction, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or misance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his own expense take such stops as shall be necessary to abate such noise, adour or offensive action to the statistication of the Board. In the ovent the Owner of such Unit fails to abate the noise, adour or offensive action, the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, adour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his own ellent basis; and
- 2. Alteration of Units
 - (a) General

No outside wall, tond-bearing partition wall, floor, roof, outside door or window, plumbing or electrical installation servicing more than one Unit found within a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation Except as otherwise provided herein, no Owner other than the Doclarant, shall make any structural change or structural alteration within his Unit, nor shall be make any ohango within his Unit which affects any servicing system which services any other Unit or the Common Elements (except only any other Unit owned by such owner), or which interfores with the

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SCHEDULE "F"

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The owner of each Unit shall have the exclusive use, subject to the provisions of the Act, the Declaration, the By-Laws and rules of the Corporation and any rules and regulations passed pursuant thereto, of the following areas:

PARKING

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The Parking spaces on Level 1 being exclusive Use Portions of the Common Elements with the affix "P" are illustrated on Part 2, Sheet 1 of the description. Each owner of an industrial Unit shall have the exclusive use of the Parking spaces designated as follows:

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<u>Unit</u>	Level	Parking
1	1 .	P2 & P3
2	· 1	P4 & P5
3	1	P6 🖧 P7
4	1	• P8 & P9
5	i	P10 & P11
6	1	P12 & P13
7	1	P14 & P15
8	, 1	P16 & P17
9 ·	1	ዮ19 & ዮ20 ·
10	1	ዮ 22 & ዮ23
11	1	P25 & P26
12	1	P28 & P29
13	, I	የ30 & የ31
14	1	P33 & P34
15	1	P35 & P36
16	1	P38 & P39
17)	P66 & P67
18	1	P69 & P70
19	L	P72 & P73
20	L .	P75 & P76
. 21	1	P79 & P80
22	I	P82 & P83
23	1	P85 & P86 · P88 & P89
24		ዮሳሳ & ዮዓን ዮዓ1 & ዮዓን
25	1	1993 & 1994
26 27	1	· P96 & P97
27	1	P99 & P100
20 29	ĩ	P102 & P103
30		P105 & P106
31		P108 & P109
32	1	P111 & P112
33	, I	P114 & P115
34	· · ·	P117 & P118
35	1	P126 & P127
36	i	P129 & P130
37	1	P132 & P133
38	· · · · · ·	P135 & P136
39	1	P138 & P139
40	1	P142 & P143
41	t	P144 & P145
42	. I	P147 & P148
43	1	P150 & P151
44	I	P153 & P154

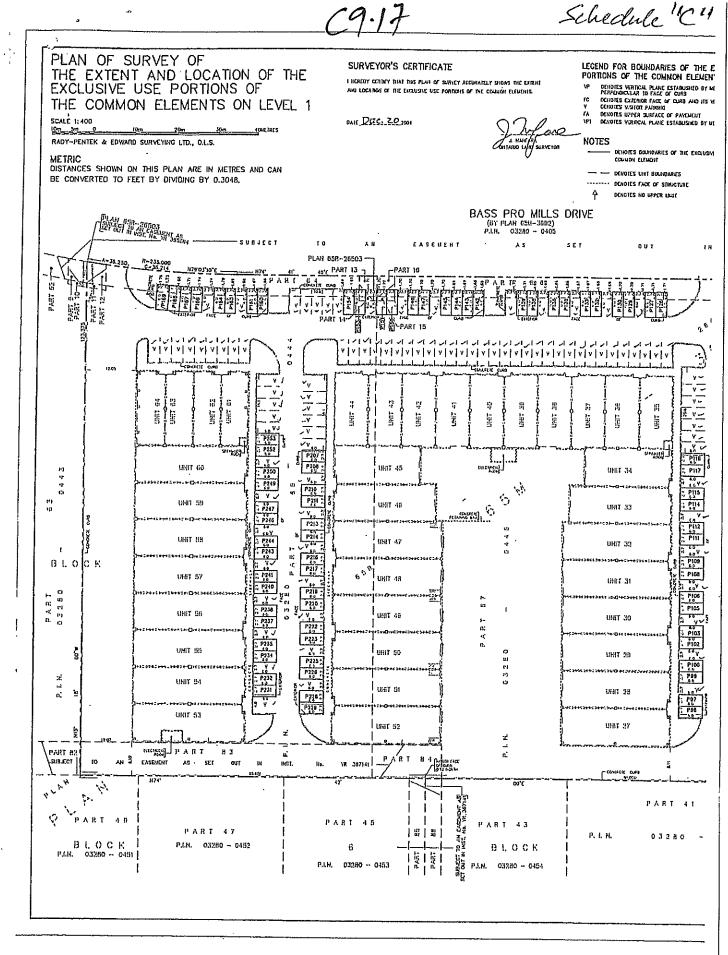
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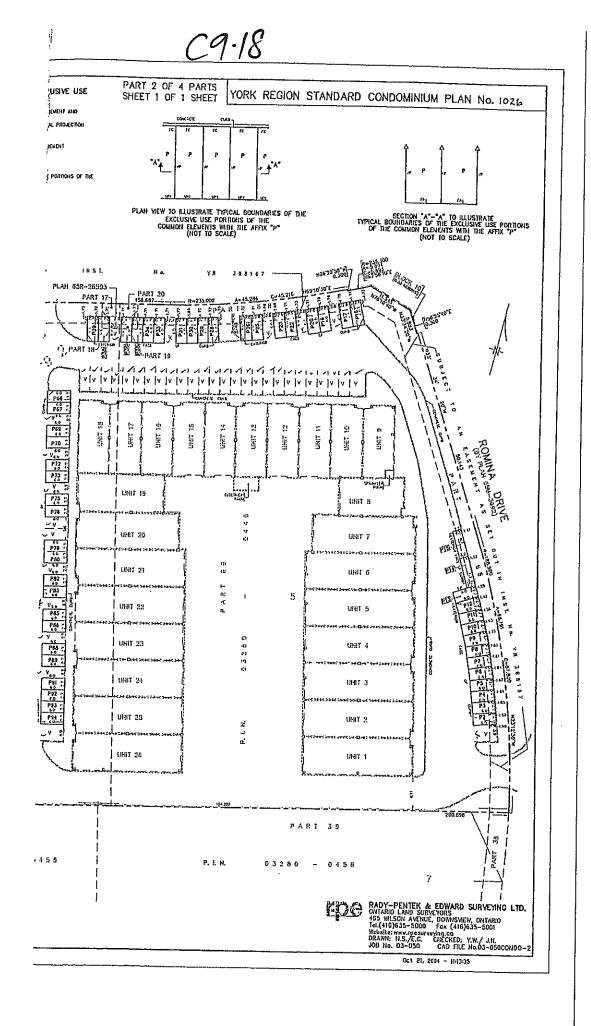
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COMMITTEE OF THE WHOLE (PUBLIC HEARING) MARCH 3, 2015

2. ZONING BY-LAW AMENDMENT FILE Z.14.074 WORLD MEDIA FORUM INC. WARD 4 - VICINITY OF JANE STREET AND RUTHERFORD ROAD

P.2015.13

Recommendation

The Commissioner of Planning, Director of Development Planning, and Manager of Development Planning recommend:

1. THAT the Public Hearing report for File Z.14.074 (World Media Forum Inc.) BE RECEIVED; and, that any issues identified be addressed by the Vaughan Planning Department in a comprehensive report to the Committee of the Whole.

Contribution to Sustainability

The contribution to sustainability will be determined when the technical report is considered.

Economic Impact

This will be addressed when the technical report is completed.

Communications Plan

- a) Date the Notice of Public Hearing was circulated: February 6, 2015
- b) Circulation Area: 150 m. The Notice of Public Hearing was also posted on the City's website at <u>www.vaughan.ca</u>, and a Notice Sign was installed on the subject lands in accordance with the City's Notice Sign and Procedures Protocol.
- c) Comments Received as of February 17, 2015: None

Purpose

To receive comments from the public and the Committee of the Whole on Zoning By-law Amendment File Z.14.074, specifically to amend the EM1 Prestige Employment Area Zone to permit a Video Production Studio in Units #53 and #54 (approximately 485 m² of gross floor area) of an existing multi-unit employment building shown on Attachment #3. There are no proposed changes to the existing building or site.

The Video Production Studio would primarily entail video recording of discussion style programs for religious education, and social and moral training. There is also proposed post-production computer activities and general office administration related to the video program recorded onsite. No commercial programming will be recorded at the studio, and no programming will be produced for sale. No other sale of any product are proposed on site.

The studio will operate during the afternoon and evening and is intended to be occupied by 10-15 volunteer members. The proposed video programming does not include any studio music recording or propose any uplink transmissions from the studio.

Background - Analysis and Options

Location	 South of Rutherford Road, west of Jane Street, municipally known as 130 Bass Pro Mills Drive, shown as "Subject Lands" on Attachments #1 and #2.
Official Plan Designation	The subject lands are designated "General Employment" by Vaughan Official Plan 2010 (VOP 2010), which permits a full range of industrial uses including manufacturing, warehousing, processing, transportation, and distribution, and office space accessory to and directly related to the permitted employment uses. A video production studio is not specifically listed as a permitted use in any VOP 2010 employment designation. However, the proposed use is carried out completely within the existing building and is considered to be compatible with other General Employment uses, and will not destabilize the planned function of the Employment Area. The proposed addition of a Video Production Studio as a permitted use in the EM1 Zone conforms to the Official Plan.
Zoning	 The subject lands are zoned EM1 Prestige Employment Area Zone by Zoning By-law 1-88, and subject to Exception 9(1057), which does not permit a Video Production Studio use. Therefore, a Zoning By-law Amendment is required.
Surrounding Land Uses	 Shown on Attachment #2.

Preliminary Review

Following a preliminary review of the application, the Vaughan Planning Department has identified the following matters to be reviewed in greater detail:

	MATTERS TO BE REVIEWED	COMMENTS
a.	Appropriateness of Proposed Use	The appropriateness of permitting a Video Production Studio use in the EM1 Zone will be reviewed in consideration of compatibility with other uses on the site and the surrounding land use context. The implementing zoning by-law will include a definition for a Video Production Studio to reflect the operations and functions detailed in the Purpose Section of this report, together with all other zoning exceptions identified through the review of the application, if approved.

Relationship to Vaughan Vision 2020/Strategic Plan

The applicability of this application to the Vaughan Vision will be determined when the technical report is considered.

Regional Implications

The application has been circulated to York Region for review and comment. Any issues will be addressed when the technical report is considered.

Conclusion

The preliminary issues identified in this report and any other issues identified through the processing of the application will be considered in the technical review of the application, together with comments from the public and Vaughan Council expressed at the Public Hearing or in writing, and will be addressed in a comprehensive report to a future Committee of the Whole meeting.

Attachments

- 1. Context Location Map
- 2. Location Map
- 3. Site Plan

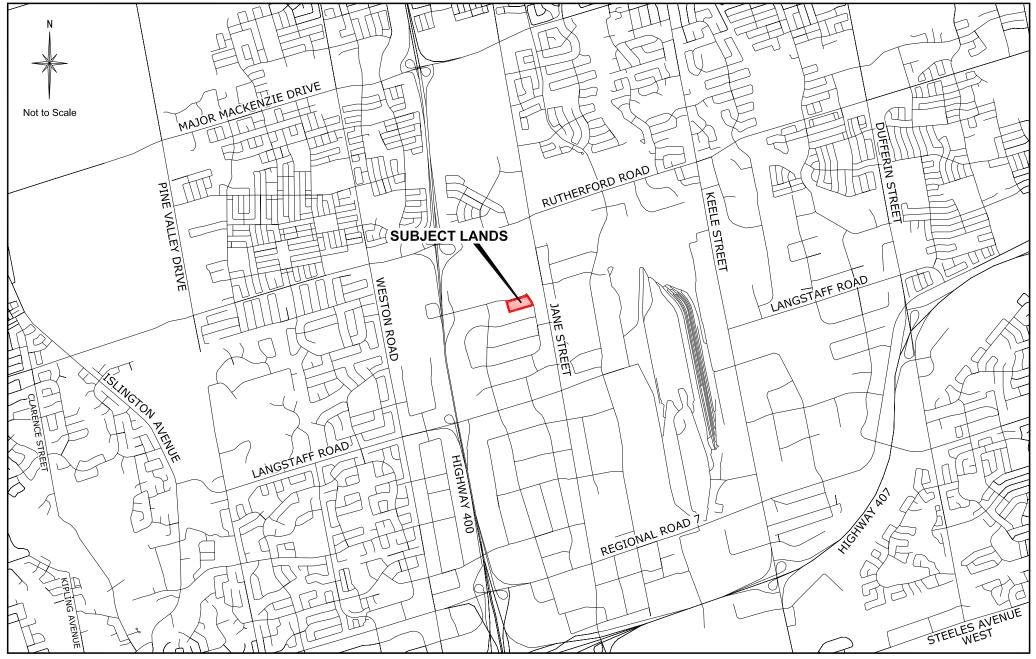
Report prepared by:

Gillian McGinnis, Planner, ext. 8003 Christina Napoli, Senior Planner, ext. 8483

Respectfully submitted,

JOHN MACKENZIE Commissioner of Planning GRANT UYEYAMA Director of Development Planning

MAURO PEVERINI Manager of Development Planning



Context Location Map

Location: Part of Lot 13, Concession 5

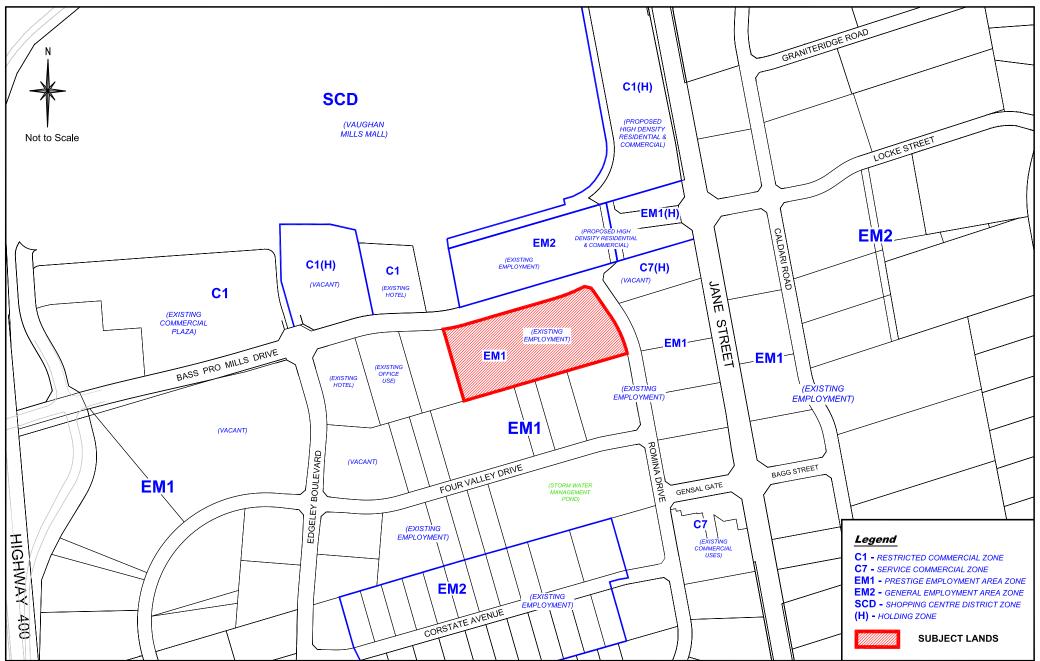
Applicant: World Media Forum Inc.



Attachment



N:\DFT\1 ATTACHMENTS\Z\z.14.074.dwg



Location Map

Location: Part of Lot 13, Concession 5

Applicant: World Media Forum Inc.



Attachment

March 3, 2015

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 PART 10
 PART 11

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Site Plan

Location: Part of Lot 13, Concession 5

Applicant: World Media Forum Inc.

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