

**Attachment 1 – Conditions of Site Plan Approval
Site Development File DA.21.044 (Rutherford Heights Inc.)**

1. THAT prior to the execution of the Site Plan Agreement:
 - a) The Development Planning Department shall approve the final site plan, building elevations, landscape plan, landscape details, landscape cost estimate, photometric plan, and Sustainability Performance Metrics (SPM);
 - b) The M-Plan for Draft Plan of Subdivision 19T-18V012 shall be registered on title;
 - c) The Owner shall enter into a Tree Protection Agreement in accordance with the Tree Protection Protocol By-law 052-2018 and submit a final planting plan to the satisfaction of the Development Planning Department and the Forestry Operations Division of Transportation Services Parks and Forestry Operations;
 - d) The Owner shall provide a cash-in-lieu payment that must be submitted to the City in accordance with the Council adopted Tree By-law 052-2018 and the City's Tree Protection Protocol;
 - e) The Development Engineering Department shall approve the final site servicing and grading plan, erosion control plan, functional servicing and storm water management reports, site plan drawings, final noise report, site illumination plan, hydrogeological assessment, and necessary transportation related reports and Traffic Impact Study (TIS);
 - f) The Owner shall pay the applicable fees and post necessary letter of credits including the Development Engineering Site Plan Complex review fee and the water consumption fee during building construction pursuant to City Fees and Charges By-law as amended;
 - g) The Owner shall satisfy all requirements of the Parks Infrastructure Planning and Development Department regarding the construction of the pedestrian sidewalk along Simmons Street;
 - h) The Owner shall obtain approval of a Minor Variance Application from the Committee of Adjustment and the decision from the Committee shall be final and binding, and the Owner shall satisfy any conditions of approval imposed by the Committee, if any;

- i) The Owner shall provide to the Region of York the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Vaughan:
 - i. A copy of the Council resolution confirming that the City of Vaughan has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this site plan, or any phase thereof; and
 - ii. a copy of an email confirmation by a City of Vaughan staff member stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition;
 - j) The Owner shall satisfy all requirements from Alectra Utilities Corporation, Enbridge Gas Inc., Bell Canada and Canada Post;
2. THAT the Site Plan Agreement shall include the following provisions and/or warning clauses, to the satisfaction of the City:
- a) The Owner shall notify Forestry Operations Division of the Transportation Services, Parks and Forestry Operations once Tree Protection (Hoarding) has been installed, if required, to allow Vaughan Forestry to inspect and approve according to By-law 052-2018 and/or in accordance with the City of Vaughan's Tree Protection Protocol (2018);
 - b) The Owner shall pay to the City applicable Development Charges in accordance with the Development Charges By-laws of the City of Vaughan, Region of York, York Region District School Board and York Catholic District School Board;
 - c) The Owner shall dedicate land and/or pay to Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland equivalent to 5% of the value of the Subject Lands, prior to the issuance of a Building Permit, in accordance with the *Planning Act* and the City's Cash-in-Lieu of Parkland Dedication policy. The Owner shall submit an appraisal of the Subject Lands, in accordance with Section 42 of the *Planning Act*, prepared by an accredited appraiser for approval by the Vaughan Real Estate Department, and the approved appraisal shall form the basis of the cash-in-lieu payment;

- d) The Owner shall agree to notify both the Ministry of Tourism, Culture and Sport and the City of Vaughan Development Planning Department immediately in the event that:
- i. archaeological resources are found on the property during grading or construction activities, and the Owner must cease all grading or construction activities;
 - ii. where human remains are encountered during construction activities, the proponent must immediately cease all grading or construction activities. The proponent shall contact the York Regional Police Department, the Regional Coroner and the Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Business Services; and
 - iii. a future development application that involves further soil disturbance, an archaeological assessment by a professional licensed archaeologist may be required and conditions of approval may apply;
- e) The Owner/Condominium Corporation understands and agrees that 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 Vaughan, the Condominium Corporation may be eligible for municipal waste collection services. Should the Condominium Corporation be deemed ineligible by Vaughan or choose not to enter into an Agreement with Vaughan for municipal collection service, all waste collection services shall be privately administered, shall be the responsibility of the Condominium Corporation and at the Condominium Corporation's sole cost;
- f) The Owner is required to contact the City's Environmental Services Department at least 72 hours in advance of connecting to and/or disconnecting from any existing municipal water services to ensure that staff is present on site to observe the works and to provide any additional requirements to the City's sole satisfaction;
- g) The Owner shall make the necessary arrangements with the City's Environmental Services Department for the supply of potable water for construction purpose. The Owner shall be responsible for all costs incurred by the City in connection with the water used for testing and flushing the water distribution system;

- h) The Owner shall implement erosion and sediment control mitigation measures during construction to minimize silt laden runoff discharge from the Subject Lands in accordance with the Erosion & Sediment Control Guidelines for Urban Construction (December 2006);
- i) The Owner shall agree to implement the recommendations of the final detailed noise impact assessment report into the design and construction of the buildings on the Subject Lands and include all necessary warning statements on all agreements of purchase and sale or lease of individual units, all to the satisfaction of the City;
- j) Prior to the issuance of a building permit and occupancy of each unit, a noise consultant shall certify 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 the City's request. The Engineer's certificate must refer to the final detailed noise impact assessment report and be submitted to the City's Chief Building Official and the Director of Development Engineering;
- k) The Owner shall agree in the Site Plan Agreement to include the necessary warning clauses in agreements of Offer of Purchase and Sale, lease/rental agreements and condominium declarations;
- l) Prior to occupancy of each dwelling unit, the Owner shall submit to the City satisfactory evidence that the appropriate warning clauses have been included in the Offer of Purchase and Sale, lease/rental agreements, and condominium declarations;
- m) The Owner shall agree in the Site Plan Agreement to carry out, or cause to carry out, the warning clauses set out in the Development Engineering memorandum dated April 26, 2022 to the satisfaction of the City. Prior to the transfer of any Lot or Block on the Plan, the Owner 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 Lot or Block;

n) The Owner shall include the following warning clauses in a schedule to all Offers of Agreement of Purchase and Sale, or Lease for all lots/blocks within the entire Plan:

- a) "Purchasers and/or tenants are advised that the planting of trees on City boulevards in front of residential units is a requirement of the City and a conceptual location Plan is included in the Site Plan Agreement. While every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice.

The City has not imposed an amount of a tree fee or any other fee, which may be charged as a condition of purchase for the planting of trees. Any tree fee paid by purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of the residential dwelling."

- b) "Purchasers and/or tenants are advised that proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of this Site Plan Agreement.

The City has taken a Letter of Credit from the Owner (Subdivision Developer) for the security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for lot grading purposes, is NOT a requirement of this Site Plan Agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord."

- c) "Purchasers and/or tenants are hereby put on notice that the Telecommunications Act and the Canadian Radio and Telecommunications Commission ("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."

- d) "Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by City of Vaughan Zoning By-law 1-88, as amended, as follows:

- i) Driveways In either front or exterior side yards shall be constructed in accordance with the following requirements:

Lot Frontage	Maximum Driveway Width
Less than 6 m	3m
6 m-6.99 m	3.5 m

- ii) The Front Yard for Lots less than 6.99 min frontage shall be comprised of a Minimum of 33% Landscaped Front or Exterior side yard and a minimum fifty percent (50%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2 of Zoning By-law 1-88."
- e) "Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox as per requirements dictated by Canada Post. The location of the mailbox shall be shown on the community plan provided by the Owner in its Sales Office."
- f) "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 building occupants."
- g) "Purchasers and/or tenants are advised that fencing and/or noise attenuation features along the lot lines of lots and blocks abutting public lands, including public highway, laneway, walkway or other similar public space, is a requirement of this Site Plan Agreement and that all required fencing and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3m reserve, as shown on the Construction Drawings."
- h) "The City has taken a Letter of Credit from the Owner (Subdivision Developer) for 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. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is not a requirement of this Site Plan Agreement."

- 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 maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City, or the Region of York and shall be maintained by the Owner (Subdivision Developer) until assumption of the services of the Plan. Thereafter the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the lot owner or Condominium Corporation. Landscaping provided on Regional Road right-of-ways by the Owner or the City for aesthetic purposes shall be approved by the Region and maintained by the City with the exception of the usual grass maintenance."

- j) "Purchasers and/or tenants are advised that this plan of subdivision and Site Plan is designed to include rear lot catch basins. The rear lot catch basin is designed to receive and carry only clean stormwater. It is the homeowner's responsibility to maintain the rear lot catch basin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catch basin. The rear lot catch basins are shown on the Construction Drawings and the location is subject to change without notice."
- k) "Purchasers and/or tenants are advised that the Owner (Subdivision Developer) has made a contribution towards recycling containers for each residential unit as a requirement of this Site Plan Agreement. The City has taken this contribution from the Owner to off-set the cost for the recycling containers, therefore, direct cash deposit from the Purchasers to the Owner for recycling containers purposes is not a requirement of the City of Vaughan. The intent of this initiative is to encourage the home Purchasers to participate in the City's waste diversion programs and obtain their recycling 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."

o) The Owner shall agree in the Site Plan Agreement to include or cause to include the following warning clauses for all purchasers and/or tenants within the Plan:

a) abutting or in proximity of any open space, valley lands, woodlots or stormwater facility:

- "Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance."

b) abutting or in proximity of any parkland or walkway:

- "Purchasers and/or tenants are advised that the lot abuts a "Neighbourhood Park" of which noise and lighting may be of concern due to the nature of the park for active recreation."

c) encroachment and/or dumping:

- "Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the school site, park, open space, woodlot and/or storm water management facility are prohibited."

d) gate of access point:

- "Purchasers and/or tenants are advised that the installation of any gate of access point from the lot to the school site, open space, stormwater management facility, watercourse corridor, woodlot, and/or park is prohibited."

e) future grade separation on Rutherford Road:

- "Purchasers and/or tenants are advised that a future grade separation is anticipated to be constructed between the Canadian Pacific Railway track and Rutherford Road. Grading of Rutherford Road may be modified because of the anticipated construction works to facilitate the grade separation."

- p) The Owner shall agree in the Site Plan Agreement to include, or cause to include the following warning clauses Council approved September 29, 1997 with respect to "Tree Fees" for all purchasers and/or tenants with the Plan:
- a) "Purchasers are advised that the planting of trees on City boulevards in front of residential units is a requirement of the Site Plan Agreement. A drawing depicting the conceptual location for boulevard trees is included as a schedule in this Site Plan Agreement. This is a conceptual plan only and while every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice."
 - b) "The City has not imposed an amount of a 'Tree Fee' or any other fee which may be charged as a condition of purchase for the planting of trees. Any 'Tree Fee' paid by the purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of a residential dwelling."
- q) A clause should be inserted in all offers to purchase, agreements of purchase and sale or lease and in the title deed or lease of each dwelling within 300m of the Canadian Pacific Railway right-of-way, warning prospective purchasers or tenants of the existence of the Railway's operating right-of-way, the possibility of alterations including the possibility that the Railway may expand its operations, which expansion may affect the living environment of the residents notwithstanding the inclusion of noise and vibration attenuating measures in the design of the subdivision and individual units, and that the Railway will not be responsible for complaints or claims arising from the use of its facilities and/or operations.
- r) A clause should be inserted in all offers of purchase and sale or lease, and be registered on title or included in the lease for each dwelling affected by any noise and vibration attenuation measures advising that any berm, fencing, or vibration isolation features implemented are not to be tampered with or altered, and further that the Owner shall have the sole responsibility for and shall maintain these features.

Dwellings must be constructed such that the interior noise levels meet the criteria of the appropriate Ministry. A noise study should be carried out by a professional noise consultant to determine what impact, if any, railway noise would have on residents of proposed subdivision and to recommend

mitigation measures, if required. The Canadian Pacific Railway may consider other measures recommend by the study.