

**Attachment 1 – Conditions of Site Plan Approval
Site Development File DA.19.070
(2640174 ONTARIO LIMITED)**

CONDITIONS OF APPROVAL

1. THAT prior to the execution of the Site Plan Agreement:
 - a. The Development Planning Department shall approve the final site plan, building elevations, lighting plan, landscape plan, landscape details, landscape cost estimate, arborist report and tree preservation plan.
 - b. The Owner shall provide the final georeferenced AutoCAD drawings of the site plan and landscape plan, the associated Excel translation files and individually layered pdfs for all drawings to the satisfaction of the GIS section of the Development Planning Department.
 - c. The Owner shall provide a supplemental remedial building works, stabilization and conservation report for the Joshua Oliver house to the satisfaction of City of Vaughan staff.
 - d. The Cultural Heritage Division of the Development Planning Department shall approve the final Cultural Heritage Impact Assessment and Conservation Plan.
 - e. The Owner shall provide an addendum to the Arborist Report assessing the health of the heritage tree (Tree #95 Black Walnut) to the satisfaction of the Cultural Heritage Division of the Development Planning Department.
 - f. The Owner shall satisfy all comments provided by the Cultural Heritage Division of the Development Planning Department.
 - g. The Owner shall provide a cost estimate for the retention of the Joshua Oliver House during construction and restoration and the installation of a commemorative display identifying the History of the Joshua Oliver House to the satisfaction Cultural Heritage Division of the Development Planning Department.
 - h. The Owner shall provide the Cultural Heritage Division of the Development Planning Department with the complete Stage 4 Archaeological Report and Letter of Review from the Ministry of Heritage, Sport, Tourism and Cultural Industries.
 - i. 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.

- j. The Owner shall satisfy all comments provided by the Development Engineering Department.
- k. The Development Engineering Department shall approve the final, servicing plan, grading plan, erosion and sediment control plan, drainage plan, sections, details, Noise and Vibration Study, Traffic Study and Servicing and Stormwater Management Report;
- l. The Owner shall provide the Development Engineering Department with written confirmation that the construction and alignment of the shoring and retaining wall structures bounding the Subject Lands will not encroach onto neighboring properties unless written consent of the encroachment from the respective neighboring property Owner(s) is obtained. Any written consent obtained shall be forwarded to the City for review and record.
- m. The Owner shall provide the Development Engineering Department with a clearance letter from the Trustee of the Block 18 Landowners Group, that they have paid their proportional share and satisfied all obligations to the Developers Group for the municipal water, storm and sanitary infrastructure connections on Petticoat Road and Major Mackenzie Drive, to the satisfaction of the City of Vaughan Development Engineering Department.
- n. The Owner shall arrange to prepare and register a reference plan at their expense showing the proposed 3.0 m access and watermain easement located at the northeast corner of the property with the City to provide the City's contractor access to complete the Metrolinx capital project watermain connection between Major Mackenzie Drive watermain and Silk Oak Court watermain.
- o. The Owner shall provide confirmation to the Development Engineering that the design of the crash wall has been reviewed and approved by Metrolinx.
- p. The Owner shall convey a 3.0 m wide Multi-Use Path ('MUP'), internal to the Subject Lands, on the west side of the proposed units, into public ownership in favour of the City of Vaughan, in order to permit use by the City for the general public. The Owner shall agree to provide such land conveyance for the MUP, as shown on approved site plan and landscape plan, and is to be registered on title for these lands without disturbance in perpetuity.

- q. The Owner shall show the 3.0 m MUP on all appropriate site plan and landscape drawings and provide a cost estimate for construction of the MUP to the satisfaction of the Parks Infrastructure Planning and Development Department and the Development Engineering Department.
 - r. The Owner shall satisfy all requirements of the Environmental Services Department – Solid Waste Management Division.
 - s. The Owner shall satisfy all requirements of the City of Vaughan Fire and Rescue Department.
 - t. The Owner shall satisfy all the requirements of York Region.
 - u. The Owner shall satisfy requirements of Metrolinx, including, but not limited to, entering into an Adjacent Development Agreement between the Owner and Metrolinx.
 - v. The Owner shall satisfy all the requirements of the Toronto and Region Conservation Authority.
 - w. The Owner shall obtain final clearance from Alectra, Bell Canada, Canada Post, Hydro One, and Enbridge Distribution Inc.
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 provide the City of Vaughan with a Letter of Credit ('LC') totaling the complete cost to construct a Multi-Use Pathway ('MUP') including any required railings. The LC shall be held for the estimated construction costs for the proposed site works, which shall include but is not limited to all required grading and landscape restoration. The Owner is responsible for the total cost of the construction of the MUP, including but not limited to any works of a temporary nature. Portions or the total sum of the LC may be drawn upon by the City, as necessary, to complete the above-noted walkway and restoration works, in the case where the Owner does not complete the construction of the MUP, and/or if deemed necessary by the City.
 - b. The Owner shall provide the City of Vaughan with a Letter of Credit for the commemorative display and for the retention of the Joshua Oliver House. The Letter of Credit will be calculated per square foot to the satisfaction of the Cultural Heritage Division of the Development Planning Department. The Letter of Credit will be returned upon successful completion of the restoration of the Joshua Oliver House, as approved in the Conservation Plan to the satisfaction of the Cultural Heritage Division of the Development Planning Department.

- c. The Owner acknowledges that the City of Vaughan intends to designate the Joshua Oliver House under Section 29 Part IV of the *Ontario Heritage Act*.
- d. The Owner acknowledges that the Joshua Oliver house shall be stabilized according to the remedial building works, stabilization and conservation report prior to a building permit application for underground parking.
- e. Although the Subject Lands have undergone a Stage 4 Archaeological Assessment, deeply buried archaeological sites may remain. 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, to which the Owner must cease all grading or construction activities; and
 - ii. where human remains are encountered during grading or construction activities, the Owner must cease all grading or construction activities. The Owner shall contact York Region Police, the Regional Coroner and the Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Business Services.
- f. The Owner shall abide by the requirements of the Endangered Species Act (2007) and the *Migratory Birds Convention Act* (1994) prior to the removal of any tree(s).
- g. The Owner must pay all applicable development charges in accordance with the development charges by-laws of the City of Vaughan, York Region, York Region District School Board and York Catholic District School Board.
- h. The Owner shall pay to the City of Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland at the rate of 1 ha per 500 units, or at a fixed unit rate, prior to the issuance of a Building Permit, in accordance with the *Planning Act* and the City's cash-in-lieu policy. The Owner shall submit an appraisal of the Subject Lands prepared by an accredited appraiser for approval by the Development Infrastructure Department, Real Estate Services, and the approved appraisal shall form the basis of the cash-in-lieu payment.
- i. The Owner shall agree to implement the recommendations of the final noise report into the design and construction of the buildings to the satisfaction of the Development Engineering Department.

- j. The Owner acknowledges that any construction activity within or immediately adjacent to the rail corridor must be coordinated with Metrolinx's consultant, AECOM. Permits and flagging may be required depending on the nature of the proposed work.
- k. The Owner shall agree to include the following warning clauses in agreements or Offer of Purchase and Sale, lease/rental agreements and the condominium declarations/agreement including but not limited to the following:

Multi-Use Path ('MUP'):

- "Purchasers and/or tenants are advised that there is an adjacent future Multi-Use Path, and that lighting and noise should be expected from the use of the Multi-Use Path for recreation purposes."
- "Purchasers and/or tenants are advised that any encroachments and/or dumping on the future Multi-Use Path, are prohibited."
- "Purchasers and/or tenants are advised that the lot abuts a future Multi-Use Path, and the Multi-Use Path may be subject to redevelopment and/or maintenance that may result in increased usage, lighting and/or noise."

Noise:

- "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 and rail traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation and Parks noise criteria."
- "This dwelling unit has been supplied with a central air condition 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, Conservation and Parks."

Vibration (Blocks 1, 3 and the Joshua Oliver House):

- "Purchasers/tenants are advised that due to the proximity of this dwelling to the nearby railway tracks, vibration from rail pass-bys may occasionally be perceptible within this unit."

Metrolinx:

- “Metrolinx, carrying on business as GO Transit, and its assigns and successors in interest are the owners of lands within 300 metres from the Subject Lands. In addition to the current use of the lands owned by Metrolinx, there may be alterations to or expansions of the rail and other facilities on such lands in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the Metrolinx lands or Metrolinx and their respective assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Development and individual dwellings. Metrolinx will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under its lands.”

Heritage (Joshua Oliver House)

- “Purchasers/tenants are advised that the Joshua Oliver House is and/or will be designated under Section 29, Part IV of the Ontario Heritage Act meaning that alteration that have the potential to affect the heritage attributes of the Joshua Oliver House will require a Heritage Permit Application with the City of Vaughan. For further information please contact Cultural Heritage Staff at the City of Vaughan.”
- 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 will be required to update the approved Block 18 Plan, and display a Community Plan that reflects the approved Block 18 Plan on the interior wall of the sales office, comprised of information approved by the City of Vaughan, prior to offering any units for sale.