

Attachment 11 – Conditions of Site Plan Approval (City of Vaughan)

Site Development File DA.20.052

Penguin-Calloway (Vaughan) Inc. ('The Owner')

Conditions of Site Plan Approval:

1. THAT prior to the execution of the Site Plan Agreement:

- a. The VMC Program shall approve the final site plan, building elevations, landscape cost estimate, landscape and streetscape plans, detailed wind tunnel model, sun/shadow analysis and wayfinding / signage design. The elevations should demonstrate appropriate treatment and articulation of the built form to ensure activation of the public realm edges. The wind and sun/shadow analysis should include existing and planned neighbouring buildings and demonstrate the incorporation of mitigation measures to ensure favourable micro-climactic conditions for people sitting, standing and walking within the public realm. An interim and ultimate landscape plan shall be provided for the north side of Apple Mill Road along the frontage of the Subject Lands, along with the related interim and ultimate cost estimates for streetscape works;
- b. The Owner shall submit a detailed exterior photometric lighting plan to the satisfaction of the City. This plan should include the location of each current and/or proposed outdoor lighting fixture with projected hours of use measured in lux and the area of the lighting dispersed by each lighting fixture to suit the intended uses;
- c. The Owner is required to enter into a Tree Protection Agreement which includes a security for trees to be preserved and protected in accordance with the approved Arborist Report. The value of the security associated with the City's Tree Protection Agreement is determined through the following:
 - Tree compensation formula provided in the Arborist Report based on the City Tree Replacement Requirement
 - The costs associated with tree protection measures (i.e. tree protection fencing, silt barriers etc.)
 - The costs associated with actual tree removals
- d. The Owner shall submit to the City the final 3D digital model of the development, which shall include the accurately geo-referenced digital data, as outlined in the Draft VMC Submission Protocol, to the satisfaction of the Vaughan Development Planning Department. If the 3D digital model of the development has not been completed by the Owner and provided to the City prior to the execution of the Site Plan Agreement, the Owner shall provide a separate Letter of Credit in a format satisfactory to the City of Vaughan in the amount of \$12,000.00 to guarantee the completion of the model;
- e. The Owner shall provide public access easements to the City free of costs and encumbrances that are registered on title over the centralized courtyard and the

- pedestrian midblock connection located along the westerly limit of the site as shown on Attachment 2 to the satisfaction of the City. The Owner shall indemnify and save harmless the City and/or their employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the courtyard and pedestrian walkway;
- f. The Owner shall seek approval from the City of Vaughan Committee of Adjustment to sever the Subject Lands from the remainder of the larger landholdings and provide evidence of an issued Certificate of Official by the Office of the City Clerk, along with the new legal description of the Subject Lands, all to the satisfaction of the VMC Program;
 - g. The Development Agreement for the Buttermill Avenue extension shall be entered into and executed with the City of Vaughan to satisfy all conditions, financial or otherwise, with regard to such matters as the City may consider necessary, including but not limited to payment of the development levies, financial securities, cost sharing, the provision of roads and municipal services, utilities, and landscape, which include the ultimate landscape condition on the west side of Buttermill Avenue along the frontage of the Subject Lands;
 - h. The Owner shall construct and dedicate the right-of-way for Buttermill Avenue in accordance with the executed Development Agreement for the Buttermill Avenue extension as a public highway to the City without monetary consideration and free of all encumbrances;
 - i. The Owner shall convey a 2.7 m wide road widening on the north side of Apple Mill Road along the frontage of the Subject Lands and a 5 x 5 m daylight triangle required at the northeast corner of the site to the City free of costs and encumbrances, to the satisfaction of Development Engineering Staff, Policy Planning and Special Programs Department;
 - j. Prior to the conveyance of the road widening and daylight triangle, the Owner shall implement the following to the satisfaction of the City:
 - i. Submit a Phase One Environmental Site Assessment (ESA) report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan (RAP), Phase Three ESA report in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) for the lands within the Plan, including reliance on the report(s) from the environmental consultant to the City;
 - ii. If remediation of any portions of the conveyance block(s) is required to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of the Record(s) of Site Condition ('RSC's) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering the entire conveyance block(s) following remediation;

- iii. Submit a sworn statutory declaration by the Owner confirming the environmental condition of the conveyance block(s); and
- iv. Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
- k. The Owner shall provide the City with a copy of the Ministry of the Environment, Conservation, and Parks (MECP) Record of Site Condition (RSC) acknowledged and registered on the Environmental Site Registry for the entire Subject Property. Copies of all Environmental Site Assessment (ESA) reports relied upon for the filing of the RSC, including reliance from the consultant, shall also be provided to the satisfaction of the City;
- l. The Development Engineering Staff, Policy Planning and Special Programs Department shall approve the final site servicing and grading plan, erosion control plan, functional servicing and storm water management reports and drawings, site illumination plan, utility coordination plan, geotechnical and hydrogeological assessment, dewatering plan, external lighting plan, environmental noise report, shoring and tie-back design, construction schedule and phasing plan, construction logistics plan, construction parking management plan, Urban Transportation Study, Transportation Demand Management Plan, and Pavement Markings and Signage Plan;
- m. The Owner shall submit to the City a detailed environmental noise and vibration impact study for the proposed development on the lands prepared in accordance with Ministry of the Environment, Conservation, and Parks (MECP) noise assessment criteria as defined in Publication NPC-300, "Environmental Noise Guideline-Stationary and Transportation Noise Sources", to satisfaction of the City;
- n. The Owner shall pay the Development Engineering Complex Site Plan fee, pursuant to the Fees and Charges By-law 195-2020, as amended, to the satisfaction of Development Engineering Staff, Policy Planning and Special Programs Department;
- o. The Owner shall satisfy all requirements of the Environmental Services Department, Solid Waste Management Division and the Owner is advised that upon a successfully completed application, site inspection and executed agreement as determined by the Environmental Services Department, Solid Waste Management Division, the future condominium corporation will be eligible for municipal waste collection services. Should the future 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 future condominium corporation;
- p. The Owner shall submit an application to Public Works, Environmental Services Department to obtain an approval for permanent ground water discharge required for the proposed development, and enter into an agreement and/or permit to discharge groundwater as required by the City;

- q. The Owner shall satisfy all required of York Region;
 - r. The Owner shall satisfy all requirements of Alectra Utilities Corporation, Bell Canada, Canada Post and Enbridge Gas.
2. THAT prior to the execution of the Site Plan Agreement or the issuance of the first building permit, whichever occurs first:
- a. In accordance with Section 42 of the *Planning Act*, the VOP 2010, and By-Law 139-90, as amended by 205-2012, the Owner shall satisfy its parkland dedication requirements to the City's satisfaction. The City will require a cash-in-lieu contribution.
3. THAT the implementing Site Plan Agreement shall include the following clauses:
- a. Prior to the registration of a future plan of condominium(s) on the Lands, an easement shall be conveyed in favour of to the future condominium corporation(s) over the Lands comprising the required number of residential visitor parking spaces to serve the development File DA.20.052. The Owner shall agree to include a condition to this effect as a condition of draft approval of plan of condominium.
 - b. The Owner shall agree to implement the recommendations of the final noise report into the design and construction of the buildings on the 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.
 - c. The Owner shall agree that prior to the registration of a future plan of condominium, a noise consultant shall certify that the building plans are in accordance with the noise control features recommended by the approved Noise Report. Where wall, window and/or oversized forced air mechanical systems are required by the Noise Report, these features must be certified by a Professional Engineer at the City's request. The Engineer's certificate must refer to the final Noise Report and be submitted to the Director of Policy Planning and Special Programs Department;
 - d. The Owner shall agree to implement the recommendations of the final noise report into the design and construction of the buildings on the 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. The Owner shall reimburse the City for the cost of the peer review of the Noise Report, as may be applicable;
 - e. The Owner shall agree to implement all traffic control measures on-site as outlined in the Transportation Impact Study, including the implementation of the pavement marking and signage plan, traffic control systems such as flashing beacons, as provided in the Transportation Impact Study by BA Group dated March 2021 (as revised) for all internal and external areas of the site, including interim and ultimate conditions.
 - f. The Owner shall agree to follow the TDM Plan as provided in the Transportation Impact Study by BA Group, March 2021 (as revised), including

the funding and implementation of TDM measures, on-going management and operation, monitoring and review of the TDM Plan. The Owner shall submit TDM Plan Updates, after conducting transportation surveys, to the satisfaction of the City of Vaughan Development Engineering Department and Policy Planning and Special Programs Department;

- g. The Owner shall agree to pay its proportionate share of the cost associated with implementing the recommendations of the approved VMC Master Servicing Plan Update to the satisfaction of the City. Financial commitments will be secured based on the City's latest available cost estimate for the required infrastructure improvements.
- h. The Owner shall agree to include the necessary warning clauses in agreements of Offer of Purchase and Sale, lease/rental agreements and condominium declarations including but not limited to the following:
 - "Purchasers and/or tenants are advised that the parkland 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."
 - "This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low, medium and high-density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment, Conservation, and Parks."
 - "Purchasers/tenants are advised that sound levels due to the increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment, Conservation, and Parks."
 - "Purchasers and/or tenants are hereby put on notice that the Telecommunications Act, the Innovation, Science and Economic Development Canada ('ISED') and the Canadian Radio-television 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."
- i. The Owner shall agree to make the necessary arrangements with the City's Environmental Services Department for the supply of potable water for construction purposes and implement a water flushing program to maintain the water quality.
- j. The Owner agrees that prior to the discharge of any water originating from a

source other than Vaughan's water supply, including water originating from groundwater accumulating or collected on private lands ("Private Groundwater Discharge") to Vaughan's storm sewer system, the Owner shall obtain a Discharge Approval for permanent ground water discharge ("Discharge Approval") from Vaughan prior to the release of Site Plan Approval, if required by Vaughan. The following terms and conditions within this section and sections l, m and n are subject to Vaughan requiring a Discharge Approval, if applicable.

- i. The Owner shall agree to install all works to carry out the Private Groundwater Discharge ("Discharge and Related Works") in accordance with the terms and conditions of the Discharge Approval, all to Vaughan's satisfaction. Furthermore, the Owner shall ensure that all Discharge and Related Works are in good standing with the Discharge Approval.
 - ii. The Owner shall agree that prior to registration of the condominium on the Lands, the Owner shall ensure that the Discharge Approval is in full force and effect and that the Discharge and Related Works are in good standing in accordance with the terms and conditions of the Discharge Approval and operating to Vaughan's satisfaction.
 - iii. The Owner shall agree that prior to registration of the condominium on the Lands, the Owner (which shall then be the condominium corporation) shall apply for and obtain a renewal of the Discharge Approval within thirty (30) days of registration or prior to the expiry date on the Discharge Approval, whichever occurs first, such that the Owner (condominium corporation) shall assume and become responsible for the Discharge Approval and the Discharge Related Works.
- k. The Owner shall agree that post-development flow rates discharged to Vaughan's storm sewer system from the Lands, including Private Groundwater Discharge, shall not exceed the pre-development flow rates discharged to Vaughan's storm sewer system as approved by Development Engineering and per the Discharge Approval. The Owner may be required to add or modify the Discharge and Related Works to Vaughan's satisfaction, all at their sole cost and expense. Where the Private Groundwater Discharge flow rates are exceeded, causing the post-development flow rates discharged to the Vaughan's storm sewer system to exceed the pre-development flow rates discharged to Vaughan's storm sewer system, Council Approval for Discharge Approval will be required.
- l. The Owner's right to Private Groundwater Discharge from its Lands into Vaughan's sewer system is subject to all terms and conditions of the Site Plan Agreement, the Discharge Approval, if required, the Vaughan's Sewer Use By-Law 087-2016, as amended, and all applicable laws and regulations.
- m. The Owner shall agree that in the event the Owner fails to comply with any of the terms and conditions set out in sections k, l and m, Vaughan may immediately suspend, terminate or revoke, at Vaughan's sole discretion, any discharge privileges granted under this Agreement and the Discharge

Approval, if applicable.

- n. The Owner will be required to pay 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.
- o. For high-density residential development, the Owner shall convey land at the rate of 1 ha per 300 units and/or pay to 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.
- p. Should archaeological resources be found on the property during construction activities, the Owner must immediately cease all construction activities and notify the Ontario Ministry of Tourism, Culture and Sport and the Development Planning Department, Urban Design and Cultural Heritage Division.
- q. If human remains are encountered during construction activities, the Owner must immediately cease all construction activities. The Owner shall contact the York Regional Police Department, the Regional Coroner, the Registrar of the Cemeteries and Crematoriums Regulation Unit of the Ministry of Government and Consumer Services, and the City of Vaughan Development Planning Department, Urban Design and Cultural Heritage Division.
- r. The Owner/Developer will provide the building with its own centralized mail receiving facility. This lock-box assembly must be rear-loaded, adjacent to the main entrance and maintained by the owner/developer in order for Canada Post to provide mail service to the tenants/residents of this project. For any building where there are more than 100 units, a secure, rear-fed mailroom must be provided.
- s. The Owner/Developer agrees to provide Canada Post with access to any locked doors between the street and the lock-boxes via the Canada Post Crown lock and key system. This encompasses, if applicable, the installation of a Canada Post lock in the building's lobby intercom and the purchase of a deadbolt for the mailroom door that is a model which can be retrofitted with a Canada Post deadbolt cylinder.
- t. The Owner/Development is advised to contact Canada Post to verify new postal codes for the proposed development and to contact Canada Post during the design stage of the proposed development to discuss a suitable mailbox/mailroom location.
- u. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- v. The Owner agrees that should any conflict arise with existing Bell Canada

facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

- w. The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.
- x. The Owner is advised that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.
- y. The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea30@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
- z. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.
- aa. Easement(s) are required to service this development and any future adjacent developments. The applicant will provide all easement(s) to Enbridge Gas Distribution at no cost.
- bb. In the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department.
- cc. The owner, or agent, of this proposed plan is required to contact Alectra and discuss all aspects of the above project. The standard electrical supply to Industrial, Commercial, Institutional and High-Rise Condominium projects is via a pad mounted transformer or where deemed appropriate, integrated within the built form to the satisfaction of the City of Vaughan. The proposed transformer shall meet Alectra's Clearance Standards, the transformer must also be located within 3-4.5m of a parking area, driveway or hard surface for access by service vehicles. The access must be from within the customer's property, not from a local roadway or adjacent properties, and must provide adequate access for a line truck. Primary voltage duct bank standards and the transformer base and grounding standards will be provided to the customer once the primary supply point(s) have been established by Alectra, and the customer's main service size has been established by their Consultant.

- dd. All proposed billboards, signs, and other structures associated with the development must maintain minimum clearances to the existing overhead or underground electrical distribution system as specified by the applicable standards, codes and acts referenced.
- ee. The transformer precast base cannot be located over parking structures or over an underground parking garage. Where the transformer is to be situated on a graded slope, a notched-out area must be established for the transformer base to be installed, with adequate space to accommodate the grounding requirements and guard post/bollards if required.
- ff. Alectra will require one architectural site plan showing the proposed transformer location, one electrical site plan, and an electrical single-line drawing, both in hard copy (PDF file, P.Eng. approved version) and electronic AutoCAD (latest version). Additionally, a complete building elevation drawing (including subsurface excavations) is required to ensure the project is not in conflict with any existing overhead or underground components of the electrical distribution system. Alectra also requires a letter from the owner, or the agent, stating that the proposed building-to-existing electrical distribution system clearances have been checked and are in compliance with the current requirements of the applicable standards, acts and codes referenced below.
- gg. In the event that the building commences construction, and the clearance between any component of the building structure and the adjacent existing overhead and underground electrical distribution system violates the Occupational Health and Safety Act, the customer will be responsible for 100% of the costs associated with Alectra making the work area safe. All construction work will be required to stop until the safe limits of approach can be established.
- hh. In the event the building is completed, and the clearance between the building and the adjacent existing overhead and underground electrical distribution system violates the any of applicable standards, acts or codes referenced, the customer will be responsible for 100% of Alectra's cost for any relocation work.
- ii. Once Alectra has received all proposed details and are satisfied with the design, Alectra will provide the customer with an Offer to Connect which will specify all the details and the responsibilities of each party. Once the Offer is signed and full payment received by Alectra, Alectra will start the final design and state and/or obtain the required approvals from the Local Municipality.