

ATTACHMENT 1

**CONDITIONS OF DRAFT APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-18V005 ('THE PLAN')
1930328 ONTARIO INC. ('THE OWNER')
PART OF LOT 5, CONCESSION 4, CITY OF VAUGHAN**

THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN ('THE CITY') THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF THE PLAN, ARE AS FOLLOWS:

The Owner shall satisfy the following Conditions of Approval:

1. The Conditions of Approval of the City of Vaughan as set out on Attachment 1a.
2. The Conditions of Approval of York Region set out on Attachment 1b and dated September 26, 2018.

Clearances

1. The City shall advise that the Conditions on Attachment 1a have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
2. York Region shall advise that the Conditions on Attachment 1b have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

ATTACHMENT 1A
CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF SUBDIVISION FILE 19T-18V005 ('THE PLAN')
1930328 ONTARIO INC. ('THE OWNER')
PART OF LOT 5, CONCESSION 4, CITY OF VAUGHAN**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN ('CITY') THAT
SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF THE
PLAN ARE AS FOLLOWS:**

City of Vaughan Conditions

1. The Plan shall relate to the Draft Plan of Subdivision, prepared by MHBC Planning Urban Design & Landscape Architecture, File No. 1512 D, and dated February 26, 2018.
2. The lands within this Plan shall be appropriately zoned by a Zoning By-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. The Owner shall pay all outstanding application fees to the City's Development Planning Department, in accordance with the in-effect Tariff of Fees By-law.
4. The Owner shall enter into a Subdivision Agreement with the City to satisfy all conditions, financial or otherwise of the City, regarding such matters as the City may consider necessary, including the payment of development levies, the provision of roads and municipal services, and landscape and fencing. The said Agreement shall be registered against the lands to which it applies.
5. The road allowance included within the Plan shall be dedicated as public highways without monetary consideration.
6. The road allowance included in the Plan shall be named to the satisfaction of the City and York Region.
7. The road allowance included in the Plan shall be designed in accordance with the City's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 m reserves, as required. The pattern of the street and the layout of blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
8. Any dead ends or open sides of road allowances created by the Plan shall be terminated in 0.3 m reserves, to be conveyed to the City without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.

9. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the City. Construction staging areas, staging and construction vehicle parking plans shall be approved by the City.
10. Prior to final approval of the Plan, the Owner shall convey all necessary easements as may be required for utility, drainage or construction purposes, and to facilitate the hydro undergrounding on Regional Road 7 to the appropriate authority(ies), free of all charge and encumbrance.
11. Prior to final approval of the Plan, the Owner shall submit to the City for review and approval a detailed geotechnical report, hydrogeological report, and dewatering report, to the satisfaction of the Development Engineering Department, which shall address the following, but not limited to:
 - a) a dewatering report/plan, necessary contingency plan, monitoring and reporting program during and after completion of the construction
 - b) assessment of the potential for impact to the existing building structures in vicinity of the Development due to dewatering operations
 - c) design considerations for municipal services and structures.

The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations including pavement design structure for ideal and non-ideal conditions, to the satisfaction of the City.

12. The Owner shall agree in the Subdivision Agreement that no Building Permit(s) will be applied for or issued until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the Development.
13. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost of any external municipal services that have been designed and oversized by others to accommodate the Development. The City agrees to utilize its reasonable efforts to recover the Owner's costs of any external municipal services that have been designed and oversized by the Owner to accommodate any benefitting owners.
14. Prior to final approval of the Plan, the Owner shall submit a revised environmental noise assessment, prepared in accordance with MECP NPC-300 for review and approval by the City. The preparation of the revised environmental noise assessment shall include the ultimate traffic volumes associated with the surrounding road network. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved

revised environmental noise assessment and include the necessary warning clauses in all Offers of Purchase and Sale or Lease, to the satisfaction of the City.

15. Prior to final approval of the Plan, the Owner shall prepare construction drawings for review and approval, details of the sewer and water system, plan and profile drawings within and along the development limit, intersection of Street B / Maplecrete Road / Regional Road 7. The Owner agrees to adjust the Block and road property limits on the final Plan based on the approved road alignment and right-of-way width, to the satisfaction of the City.
16. Prior to earlier of the initiation of any grading or registration of the Plan, the Owner shall submit to the City for review and approval a detailed engineering report that conforms with the VMC Master Servicing Strategy Study and the final Black Creek Renewal Class Environmental Assessment Study. The detailed engineering report shall describe the storm drainage system for the Development within this Plan, and the report shall include:
 - a) plans to illustrate how this drainage system will tie into surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system
 - b) the location and description of all outlets and other facilities
 - c) storm water management techniques, which may be required to control minor or major flows
 - d) proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction.
17. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in any and all of the aforementioned reports, to the satisfaction of the City.
18. The Owner shall relocate or decommission any existing municipal infrastructure or utilities, whether internal or external to the Plan to facilitate the Plan, at its own expense, to the satisfaction of the City.
19. The Owner shall agree in the Subdivision Agreement to design, purchase material and install a buried hydro distribution system for the LED streetlighting system in the Plan in accordance with City Standards and specifications. This Plan shall be provided in accordance with the VMC requirements, to the satisfaction of the City.

20. The Owner shall agree in the Subdivision Agreement to maintain adequate chlorine residuals in the watermains within the Plan after successful testing and connection to the potable municipal water system and continue until determined by the City or until assumption of the Plan. To maintain adequate chlorine residuals, the Owner will be required to retain a licensed water operator to flush the water system and sample for chlorine residuals on a regular basis as determined by the City. The Owner shall be responsible for the costs associated with these activities including the metered consumption of water used in the program.
21. Prior to final approval of the Plan, the Owner shall provide a copy of the fully executed Subdivision Agreement to:
 - a) York Region District School Board
 - b) York Catholic District School Board
 - c) Canada Post
 - d) Canadian National Railway ("CN")
 - e) Municipal Property Assessment Corporation ("MPAC")
 - f) Alectra Utilities Corporation
 - g) Enbridge Gas
 - h) the appropriate telecommunication provider
 - i) NavCanada
 - j) Bombardier Aerospace
 - k) York Region.
22. Prior to final approval of the Plan, the Owner shall submit, to the satisfaction of the City, a listing prepared by an Ontario Land Surveyor of all the Block areas, frontages and depths in accordance with the approved Zoning By-law for all Blocks within the Plan.
23. The Owner shall dedicate all roads, daylight triangles and road widenings shown on the Plan, to the satisfaction of the City.
24. Prior to final approval of the Plan, the Owner's consultant shall certify that the roads and municipal services within the Plan have been designed to comply with the approved Functional Servicing Report, the VMC Master Servicing Strategy Study, the Black Creek Optimization Study, the final Black Creek Renewal Class Environmental Assessment Study and Transportation Master Plan.
25. Prior to final approval of the Plan, the Owner shall provide confirmation that satisfactory arrangements have been made with a suitable telecommunication provider(s) to provide services, and if required within the municipal ROW at the approved locations, to the satisfaction of the City.

26. Prior to final approval of the Plan, the Owner shall satisfy the following:
- a) provide a functional road/intersection analysis/design to address the ROW under ultimate development conditions. The required road allowances shall be designed in accordance with the City and York Region's standards for road and intersection design
 - b) provide a phasing and implementation plan, which includes details concerning such matters as the ultimate and interim traffic and transportation system, to the satisfaction of the City and York Region, and the specific required infrastructure improvements and development triggers to support the Development
 - c) submit an updated detailed traffic impact study addressing all the transportation related comments as detailed below to inform the detailed design of Maplecrete Road and Street B, including:
 - i) the Synchro analysis of Maplecrete Road and Regional Road 7 for the design input
 - ii) the required detailed storage and queuing analysis to review any impacts of potential queuing vehicles onto Maplecrete Road, Regional Road 7 and the Subject Lands. The site access and roadway intersections shall include ample storage on site to store all the queued vehicles during the busiest peak hours. The existing queuing information of Maplecrete Road and Regional Road 7 shall also be included in the study for comparison purposes with the future traffic conditions
 - d) submit engineering plans showing, as applicable, all sidewalk locations and YRT/ VivaNext standing areas and shelter pads subject to YRT/ VivaNext approval, to the satisfaction of the City and York Region.
27. The Owner shall agree in the Subdivision Agreement to pay its proportionate share of the costs associated with implementing the recommendations of the approved VMC Master Servicing Strategy, to the satisfaction of the City. Financial commitments will be secured based on the City's latest available cost estimates for the required infrastructure improvements.
28. The Owner shall agree in the Subdivision Agreement to design and construct at its own cost the municipal services for the Plan, in accordance with the final recommendations and conclusions of the approved VMC Master Servicing Strategy, to the satisfaction of the City.

29. The Owner shall agree in the Subdivision Agreement to design and construct at no cost to the City the storm water drainage infrastructure for the Plan, in accordance with the final recommendations and conclusions of the approved VMC Master Servicing Strategy, the final Black Creek Renewal Class Environmental Assessment Study and City standards, to the satisfaction of the City.
30. Prior to the earlier of either the final approval of the Plan, or the conveyance of land, or any initiation of grading or construction, the Owner shall implement the following, to the satisfaction of the City:
- a) 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. The sampling and analysis plan prepared as part of the Phase Two ESA, Phase Three ESA, and RAP shall be developed in consultation with the City, implemented, and completed to the satisfaction of the City
 - b) should a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan be required to meet the applicable Standards set out in the MECP document “Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the *Environmental Protection Act*”, as amended. The Owner shall submit a complete copy of the satisfactory registration of the Record(s) of Site Condition (“RSC”s) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering all the lands within the Plan
 - c) submit a certificate letter prepared by the Owner’s Qualified Person stating that the Owner covenants and agrees that all lands within the Plan and any lands and easements external to the Plan to be dedicated to the City and York Region were remediated in accordance with O. Reg. 153/04, as amended, and the accepted RAP, if applicable, are suitable for the intended land use, and meet the applicable Standards set out in the MECP document “Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the *Environmental Protection Act*”, as amended
 - d) reimburse the City for the cost of the peer review of the ESA reports and RAP, as may be applicable.
31. The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots and Blocks on the Plan:

- a) "Purchasers and/or tenants are advised that Street B will be extended easterly in the future in accordance with VMC Secondary Plan to facilitate development of adjacent lands without further notice."
32. The following warning clauses shall be included in the Agreements of Purchase and Sale, Condominium Declarations, Condominium Agreement(s) and Subdivision Agreement:
- a) "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 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."
 - b) "This dwelling unit has been supplied with a central air conditioning system which will allow windows closed 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."
 - c) "Purchasers/tenants are advised that due to the proximity of the adjacent industrial and commercial facilities, sound levels from these facilities may at times be audible."
 - d) "That Canadian National Railway Company ("CN") is the owner of certain lands known as its MacMillan Rail Yard (the 'CN Lands') located within a kilometer of the Subject Lands, and that the CN Lands are now and will continue to be used for the present and future railway and trucking facilities and operations of CN and its customers on a continuous basis (24 hours of each day in each year) including, without limitation, the operation and idling of diesel locomotives and trucks with the generation of diesel fumes and odours, 24 hours a day artificial lighting of the CN Lands which may illuminate the sky, the classification, loading, unloading, braking and switching of rail cars containing bulk and other commodities including hazardous substances and/or goods containing the same which can make wheel squeal, noise, vibration, odours, airborne particulate matter and/or dust and the operation of various processes for the maintenance of rail and truck equipment."
 - e) "That CN, its customers, invitees, lessees and/or licensees will not be responsible for any complaints or claims by or on behalf of the owners and occupant of the Subject Lands from time to time arising from or out of or in

any way in connection with the operation of the CN Lands and all effects thereof upon the use and enjoyment of the Subject Lands or any part thereof, and whether arising from the presently existing facilities and operations of CN, its customers, invitees, lessees or licensees, upon or from any and all future renovations, additions, expansions and other changes to such facilities and/or future expansions, extensions, increases, enlargements and other changes to such operations.”

- f) “That CN shall not be required to change any of its facilities or operations upon the CN Lands as a result of or in response to any such complaints or claims.”
 - g) “That CN may be in the future renovate, add to, expand or otherwise change its facilities on the CN Lands and/or expand, extend, increase, enlarge or otherwise change its operations conducted upon the CN Lands.”
 - h) “That an agreement under the Industrial and Mining Lands Compensation Act has been entered into between the Owner of the whole of the Subject Lands and CN releasing any right you may have or in the future to sue CN, its customers, invitees, lessees and/or licensees for nuisance arising out of the operation of an activity at the CN lands, include any noise, vibration, light, dust, odour, particulate matter emanating therefrom.”
 - i) All units on north and east facades - “Noise levels from CN’s MacMillan Rail Yard may not meet the maximum noise limits of the Ministry of the Environment, Conservation and Parks criteria, as defined in Noise Assessment Criteria in Publication NPC-300, “Environmental Noise Guideline – Stationary and Transportation Noise Sources - Approval and Planning”. Noise Levels from activities from the CN MacMillan Rail Yard could potentially cause discomfort or annoyance and/or interrupt conversations in outdoor areas.”
33. Prior to earlier of the initiation of any grading or construction on the Subject Lands, the Owner shall install erosion and sediment controls. The Erosion and Sediment Control Plan shall be designed and approved to the satisfaction of the City.
34. Prior to earlier of the registration of the Plan of Subdivision or commencement of construction on the Subject Lands, the Owner shall provide plans and designs for the grading of the lands, the roads and municipal services, to the satisfaction of the City.

35. Prior to commencement of construction, the Owner shall obtain the necessary approvals from the MECP for all sewage works that service the Development including, but not limited, to proposed stormwater management facilities (sewers, underground storm tank and oil and grit separator), sanitary sewers and watermain.
36. The Owner shall agree in the Subdivision Agreement to design and construct, at no cost to the City, Street B and the associated services, to the satisfaction of the City.
37. The Owner shall agree in the Subdivision Agreement to design, and construct the improvements to the sanitary and storm sewers on Maplecrete Road and Doughton Road, the water supply system improvements along Maplecrete Road from Regional Road 7 to Doughton Road, and the necessary road and Low Impact Development ("LID") improvements to Maplecrete Road, to service the Plan, in accordance to VMC Master Servicing Plan and the Black Creek Renewal Class Environmental Assessment Study, all to the satisfaction of the City. Some of these works are considered growth related and included in the current City's background study.
38. The Owner shall agree in the Subdivision Agreement to design, replace and construct to the approved engineering drawings the water supply system improvements along Maplecrete Road from Regional Road 7 to Doughton Road to service the Plan, in accordance to the VMC Master Servicing Strategy, all to the satisfaction of the City.
39. The Owner shall agree in the Subdivision Agreement to design, replace and construct to the approved engineering drawings the sanitary sewer improvements along Maplecrete Road from Regional Road 7 to Doughton Road, and along Doughton Road from Maplecrete Road to Jane Street to service the Plan, in accordance to the VMC Master Servicing Strategy, all to the satisfaction of the City.
40. The Owner shall agree in the Subdivision Agreement to design, replace and construct to the approved engineering drawings the storm sewer improvements along Maplecrete Road from Regional Road 7 to Doughton Road to service the Plan, in accordance to the VMC Master Servicing Strategy and the final Black Creek Renewal Class Environmental Assessment Study, all to the satisfaction of the City.
41. The Owner shall agree in the Subdivision Agreement to design, replace and construct to the approved engineering drawings the necessary road and LID

improvements along Maplecrete Road from Regional Road 7 to the south limits of the Plan, all to the satisfaction of the City.

42. The Owner shall agree in the Subdivision Agreement to provide the necessary financial securities for the cost associated with the removal of the temporary turning circle on Street B and reinstatement of Street B to the ultimate road condition including streetscape and servicing infrastructure, to the satisfaction of the City.
43. The Owner shall design and construct the following streetscape works in accordance with City standards, the “City-wide Streetscape Implementation Manual” and “VMC Streetscape & Open Space Plan” (collectively, the ‘Streetscape Guidelines’) to the satisfaction of the City. The streetscape works shall also be designed and constructed to complement and be coordinated with the design and construction of the enhanced boulevard works installed along Regional Road 7, to the satisfaction of the City and York Region. The Owner shall design and construct:
 - a) The streetscape along the south side of Regional Road 7 to the limit of the completed works by VivaNext from Maplecrete Road to the easterly limits of the Subject Lands at an enhanced level of service to the satisfaction of the City (the ‘South Regional Road 7 Works’)
 - b) The streetscape along the east side of Maplecrete Road from Regional Road 7 to the southern limits of the Subject Lands at a standard urban level of service to the satisfaction of the City (the ‘East Maplecrete Road Works’). The Owner acknowledges that the ultimate design of the west side of the streetscape shall be updated to reflect the revised landscape concept for the Maplecrete Road boulevard
 - c) The interim and ultimate streetscape along Street B to an enhanced level of service to the satisfaction of the City (the ‘Street B Works’).

The South Regional Road 7 Works, East Maplecrete Road Works and Street B Works are collectively referred to herein as the ‘Streetscape Works.’

44. The Owner shall design and construct both street lighting and pedestrian scale lighting to the satisfaction of the City. The streetlight system shall use LED luminaire, pole type and type of fixtures (or equivalent) in accordance with the City Standards and Specification and the City’s Streetscape & Open Space Plan.
45. Prior to final approval of the Plan, the Owner shall prepare detailed streetscape and open space construction drawings as part of the subdivision construction drawing package based on the Streetscape & Open Space Plan, to the

satisfaction of the City. Streetscape cost estimates shall be submitted to the satisfaction of the City. Securities will be taken, and the value calculated based on the full cost of the Streetscape Works. The Owner shall provide securities for both the interim streetscape implementation and the conversion of the interim Streetscape Works to the ultimate condition, to the satisfaction of the City.

46. In the event that there is additional work or increases in the cost of the Streetscape Works attributable to unforeseen circumstances or other problems encountered during construction by the Owner, the Owner shall notify the City, but the Owner shall not be obligated to obtain the City's consent to authorize such additional work or increase in the cost of the Streetscape Works, except for major changes that exceed ten percent (10%) of the original cost of any one item in the construction contract for the project, in which case the City's consent shall be required. As construction proceeds, the Owner shall produce, if requested, copies of all supplementary contracts and change orders to the City for information.
47. When the construction of the Streetscape Works has been substantially completed to the satisfaction of the City, the Owner shall provide the City with the following information:
 - a) a certification from a registered consulting engineer and a registered landscape architect that confirms the Streetscape Works have been constructed in accordance with the approved Construction Drawings, City standards and specifications, sound engineering practices, and the Streetscape Guidelines
 - b) a detailed breakdown of the final as-constructed costs of the Streetscape Works certified by a professional consulting engineer, to the satisfaction of the City
 - c) a Statutory Declaration from the Owner confirming that all accounts in connection with the design and construction of the Streetscape Works have been paid in full and that there are no outstanding claims related to the subject works
 - d) a complete set of "As-Constructed" Construction Drawings for the Streetscape Works, to the satisfaction of the City
 - e) copies of all final executed construction contracts, approved contract extras and change orders related to the construction of the Streetscape Works, to the satisfaction of the City

- f) copies of all quality assurance test results, supplementary geotechnical reports and construction related reports.
- 48. Upon completion of the East Mapcrete Road Works and receipt of final actual cost certified by the consultant, the City shall reimburse the Owner the lesser of fifty percent (50%) of the final actual certified cost of the East Mapcrete Works or \$63,074.00 when funds for the Mapcrete Works are available and included in an approved capital project.
- 49. 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 Streetscape Works or service provided under the Subdivision Agreement.
- 50. Prior to final approval of the Plan, the Owner shall submit an analysis of tree soil volumes demonstrating that each tree planted has met the minimum requirement of 20 m³ of growing medium in a shared tree pit or 30 m³ of growing medium in a stand-alone tree pit to encourage the growth of large caliper shade trees, to the satisfaction of the City.
- 51. Prior to final approval of the Plan, the Owner shall provide a tree preservation study to the satisfaction of the City. The study shall include an inventory of all existing trees, assessment of significant trees to be preserved and proposed methods of tree preservation. The Owner shall not remove trees without written approval by the City.



Corporate Services

September 26, 2018

Mr. Mauro Peverini
Director of Development Planning
City of Vaughan
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1

Attention: Stephen Lue, Senior Planner

RE: Official Plan Amendment OP.18.005 (LOPA.18.V.0022)
Zoning By-law Amendment Z.18.009 (ZBA.18.V.0061)
Draft Plan of Subdivision 19T-18V005 (SUBP.18.V.0019)
Lot 3, Registered Plan 7977
2871 Highway 7
(1930328 Ontario Inc.)
City of Vaughan

The subject site is located at 2871 Highway 7, on the southeast corner of Highway 7 and Maplecrete Road. The proposal will facilitate creation of two future development blocks comprised of two residential towers, 33 and 39-storeys in height, a 7-storey mid-rise building, 1430 parking spaces and 1,720 m² of amenity space, within a 1.45 ha site.

Official Plan Amendment

Purpose and Effect of the Proposed Amendment

The subject lands are designated as "Station Precinct" by the Vaughan Metropolitan Centre Secondary Plan 2018 Office Consolidation (VMCSP 2018). The proposed OPA will amend "Schedule I" of the VMCSP 2018 to increase the maximum building height from 30-storeys to 39-storeys and increase the permitted FSI from 5.0 to 5.72.

2010 York Region Official Plan

The subject site is designated "Urban Area" by the York Region Official Plan (2010), which permits a wide range of residential, commercial, industrial and institutional uses. Section 5.3 of YROP 2010 sets out policies related to addressing residential and employment intensification within York Region. Based on our review, the proposed OPA generally conforms to the Regional Official Plan as it will assist in building complete communities and will help in ensuring that a minimum of 40% of all residential development in York Region occurs within the built-up area as defined by the Province's Built Boundary in Places to Grow: Growth Plan for the Greater Golden Horseshoe (YROP 2010 Policy 5.3.1). Infill and redevelopment within intensification

areas should be compatible with the built form of adjacent areas and support the use of existing infrastructure, including streets (YROP 2010 Policies 5.3.4 & 5.3.6).

Regional staff encourages the proposed development to have an integrated and innovative approach to water management, be water efficient, and minimize stormwater volumes and contaminant loads and maximize infiltration through an integrated treatment approach (Policy 5.2.11). We would also recommend the development be encouraged to be designed to achieve energy efficiency levels that exceed the Ontario Building Code (Policy 5.2.20); to achieve 10% greater water efficiency than the Ontario Building Code (Policy 5.2.22); be designed to maximize solar gains, be constructed in a manner that facilitates future solar installations (i.e. solar ready) (Policy 5.2.26); and, incorporate green building standards, such as LEED®, ENGERGY STAR®, or other emerging technologies (Policy 7.5.12).

This application and associated request for exemption from Regional approval was considered by Regional staff. Based on our review, the proposed OPA appears to be a routine matter of local significance. Furthermore, in accordance with Regional Official Plan policy 8.3.8, the proposed Amendment does not adversely affect Regional planning policies or interests.

Pursuant to Council authorization specified in By-law A-0265-1999-017, this application is hereby exempted from approval by Regional Planning Committee and Council. This allows the Amendment to come into effect following its adoption by the City of Vaughan and the expiration of the required appeal period.

Zoning By-law Amendment

The zoning by-law amendment proposes to rezone the subject lands from “EM1 Prestige Employment Area Zone” to “C9 Corporate Centre Zone”. This is considered a matter of local significance and Regional Planning staff do not have comments on the proposed amendment.

Draft Plan of Subdivision

Transportation

The Regional Transportation and Infrastructure Planning Branch have reviewed the Transportation Impact Study (TIS), prepared by BA Group, dated March 2018 and technical comments are attached.

Sanitary Sewage and Water Supply

Residential development requires servicing capacity allocation prior to final approval. If the City of Vaughan does not grant this development allocation from the existing capacity assignments to date, the development may require additional Regional infrastructure based on conditions of future capacity assignment, which may include:

- Duffin Creek WPCP Outfall Modification – 2021 pending the outcome of the Class EA
- Other projects as may be identified in future studies.

The timing of the above infrastructure is the current estimate and may change as each infrastructure project progresses and is provided for information purposes only.

The Functional Servicing Report and the Site Servicing Plan indicate that the proposed development is serviced by existing City of Vaughan wastewater and water infrastructure in the Maplecrete Road right-of-way. Should there be any change in the proposed servicing scheme, the Owner shall forward the revised plan to the Region for review and record.

The Owner is advised that the Regional 750mm diameter Highway 7 Jane PD6 Watermain is located in the north side of Highway 7 and the integrity of the aforementioned infrastructure is to be maintained at all time during the grading and construction activities of the proposed development. The Owner shall notify Frank Badinski (Frank.Badinski@york.ca, 1-877-464-9675 Ext. 73047), Construction Coordinator, 48 hours in advance of the pre-construction meeting and/or any work commencing on the site or within the Regional right-of-way.

Summary

York Region has no objection to the proposed Official Plan Amendment, zoning by-law amendment, and draft plan of subdivision subject to the aforementioned comments and the attached Schedule of Conditions. We request that a copy of the Notice of Decision be forwarded to this office.

Please contact Justin Wong, Planner, at 1-877-464-9675 ext. 71577 or by email at Justin.Wong@york.ca should you require further assistance.

Sincerely,



Karen Whitney, M.C.I.P., R.P.P.
Director of Community Planning and Development Services

JW/

Attachments (2) Schedule of Conditions
Technical Memorandum

YORK-#8821579-v1-OP_18_005_&_19T-18V005_-_OPA_Comments_and_Subdivision_Condition_Letter

**Schedule of Conditions
19T-18V005 (SUBP.18.V.0019)
Lot 3, Registered Plan 7977
2871 Highway 7
(1930328 Ontario Inc.)
City of Vaughan**

Re: MHBC Planning, File No. 1512 D, dated February 26, 2018

Conditions to be Included in the Subdivision Agreement

1. The Owner shall save harmless the City of Vaughan and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
2. The Owner shall agree that any direct connection(s) to and/or the crossing(s) of a York Region water or wastewater system requires Regional approval prior to construction. Engineering drawings showing details of the connection(s) and/or crossing(s) shall be submitted to the Community Planning and Development Services for approval.
3. The Owner shall advise all potential purchasers of the existing transit services in this development.

Conditions to be Satisfied Prior to Final Approval

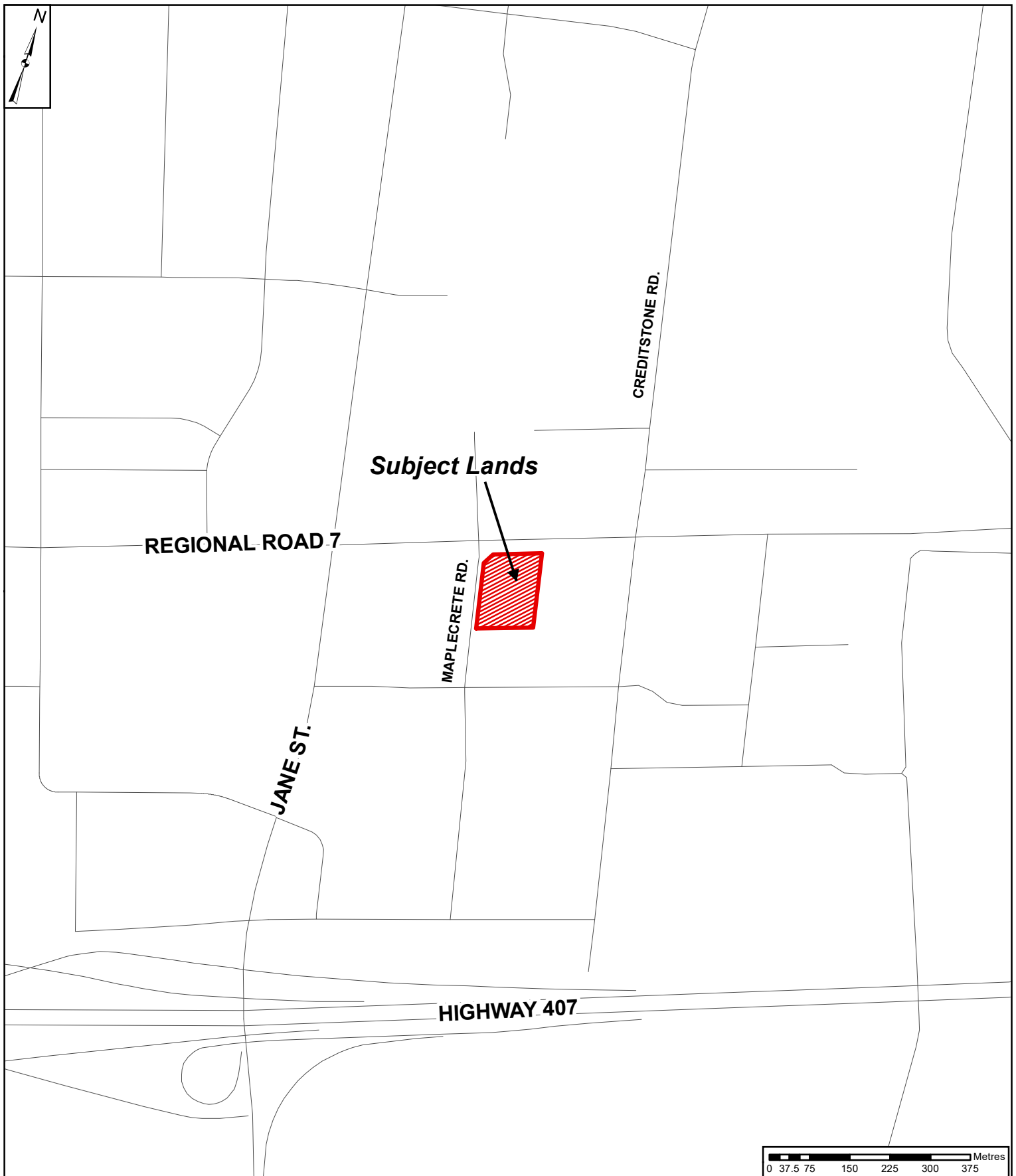
4. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Vaughan and York Region.
5. York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the City of Vaughan for the development proposed within this draft plan of subdivision or any phase thereof.
6. If all or part of the servicing allocation for the development, or any phase thereof is dependent on the Owner's participation in any program dealing with sustainable development or the reduction of inflow and infiltration, the City of Vaughan shall confirm to the Region that all applicable program requirements will be met by the Owner.
7. The Owner shall provide a revised Transportation Impact Study to the satisfaction of the Region.
8. The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands

to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands. The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.

9. Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
 - a) A widening across the full frontage of the site where it abuts Highway 7 of sufficient width to provide a minimum of 22.5 metres from the centreline of construction of Highway 7, and
 - b) A 5 metre by 5 metre daylight triangle at the northeast corner of the subject site.
10. The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.

11. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
12. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.
13. The Regional Corporate Services Department shall advise that Conditions 1 to 12 inclusive, have been satisfied.



Context Location Map

LOCATION:
Part Lot 5, Concession 4

APPLICANT:
1930328 Ontario Inc.

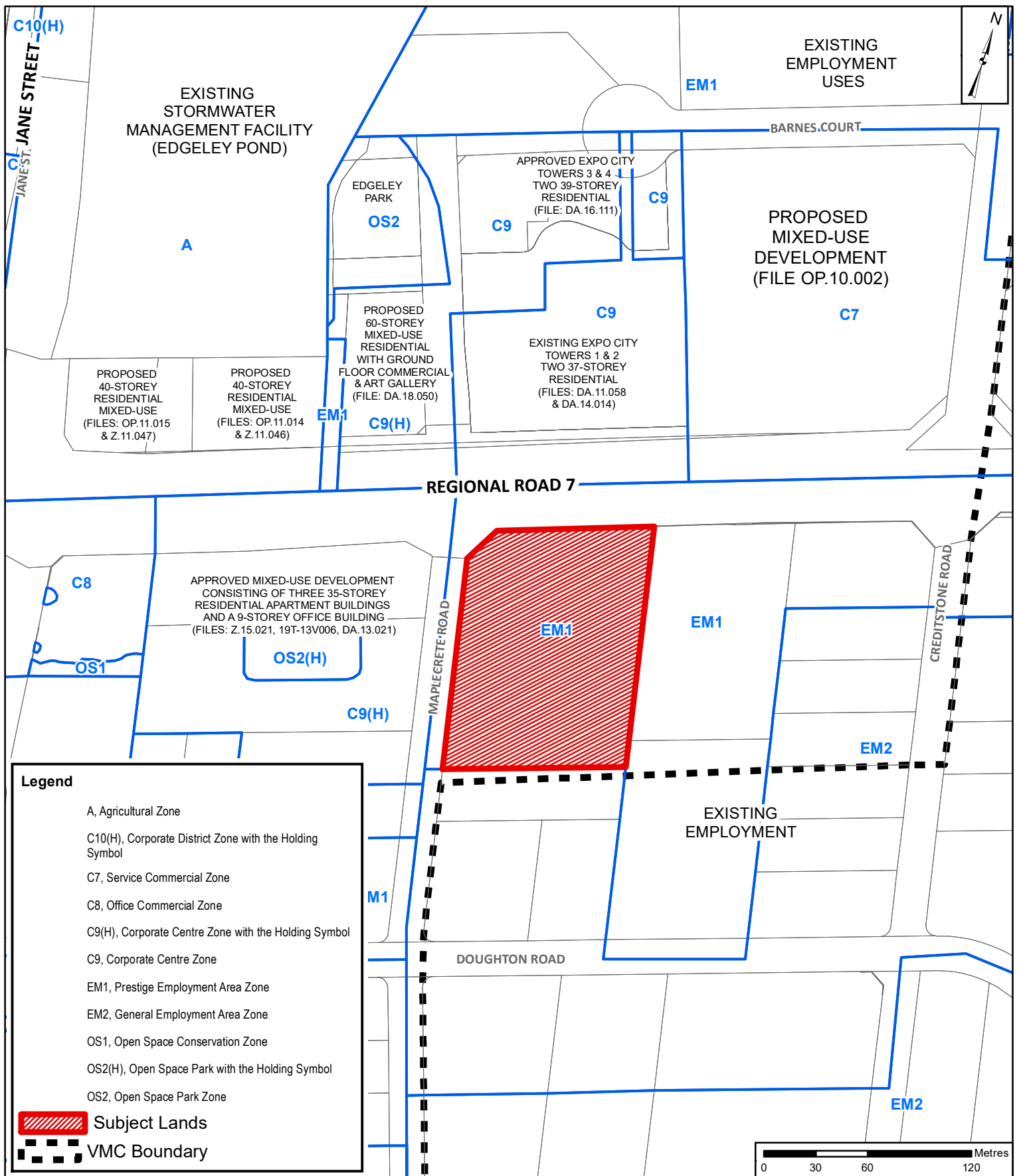


Attachment

FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037

DATE:
March 5, 2019

2



Location Map

LOCATION:
Part Lot 5, Concession 4

APPLICANT:
1930328 Ontario Inc.

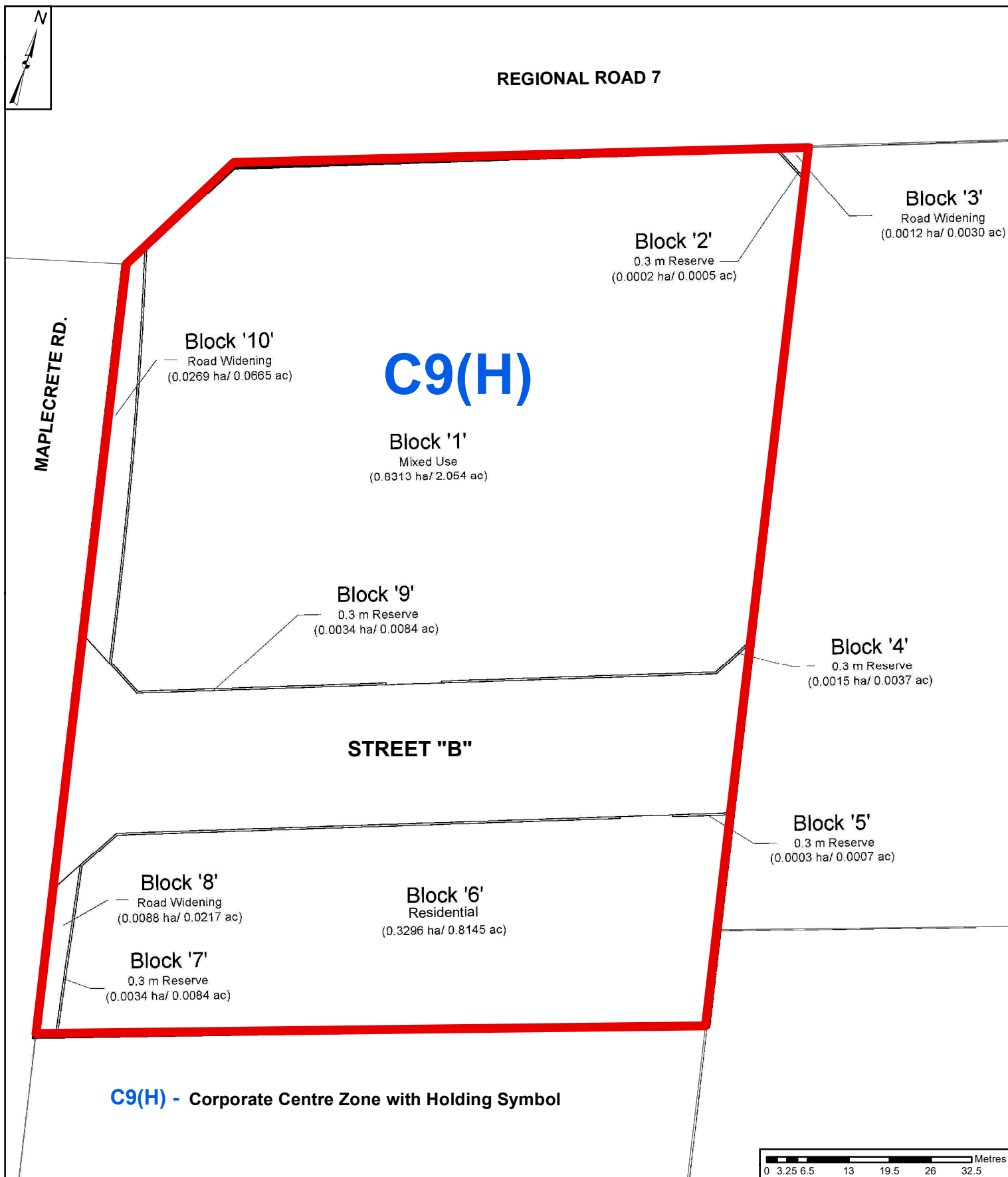


Attachment

FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037

DATE:
March 5, 2019

3



**Draft Plan of Subdivision
File 19T-18V005 &
Proposed Zoning**

APPLICANT: 1930328 Ontario Inc.
LOCATION: Part Lot 5, Concession 4

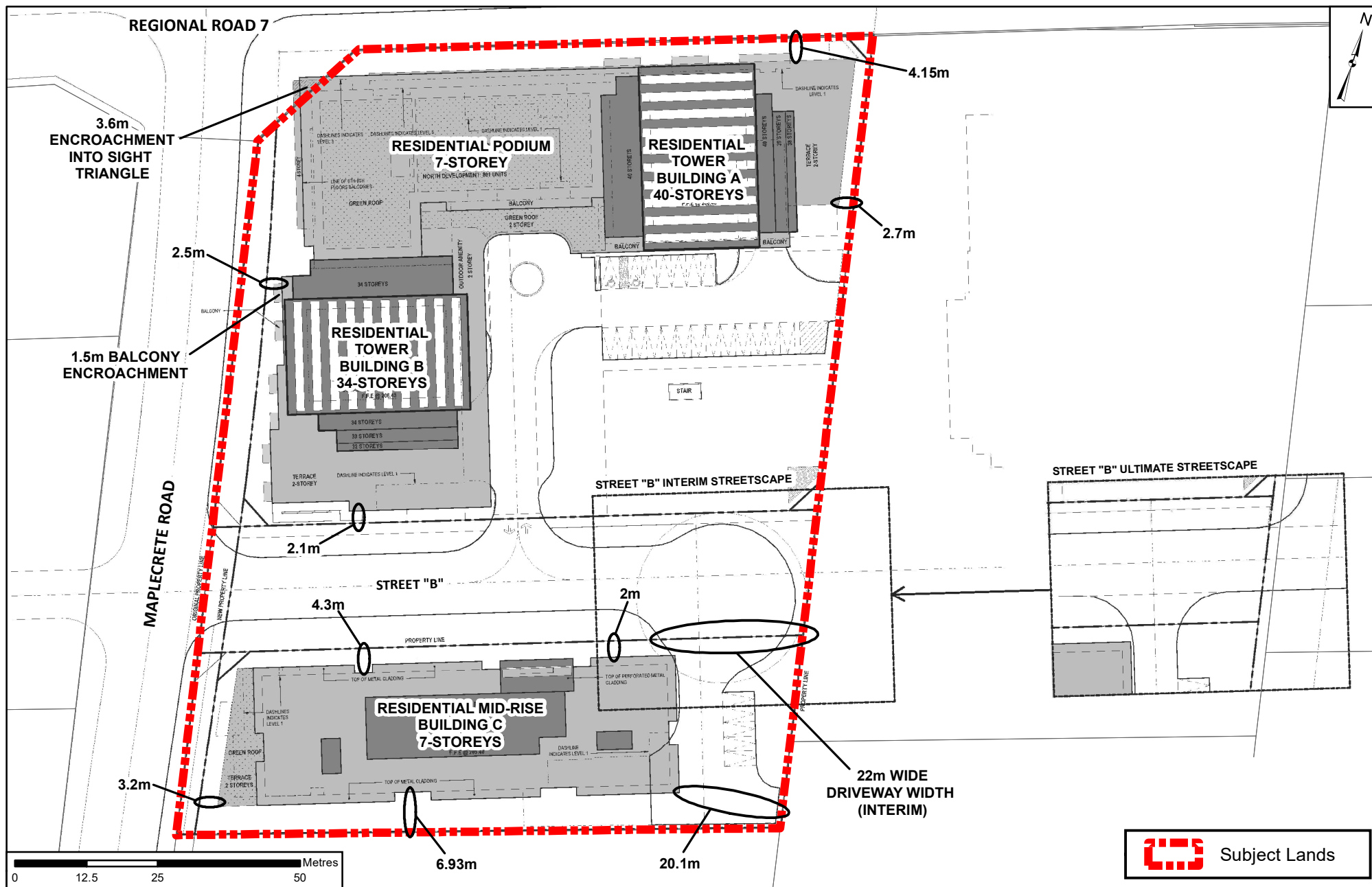


Attachment

FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037

DATE:
March 5, 2019

4



Interim and Ultimate Site Plan

LOCATION:
Part Lot 5, Concession 4

APPLICANT:
1930328 Ontario Inc.

Document Path: N:\GIS_Archive\Attachments\DA\DA.18.037\DA.18.037etal_SitePlan.mxd



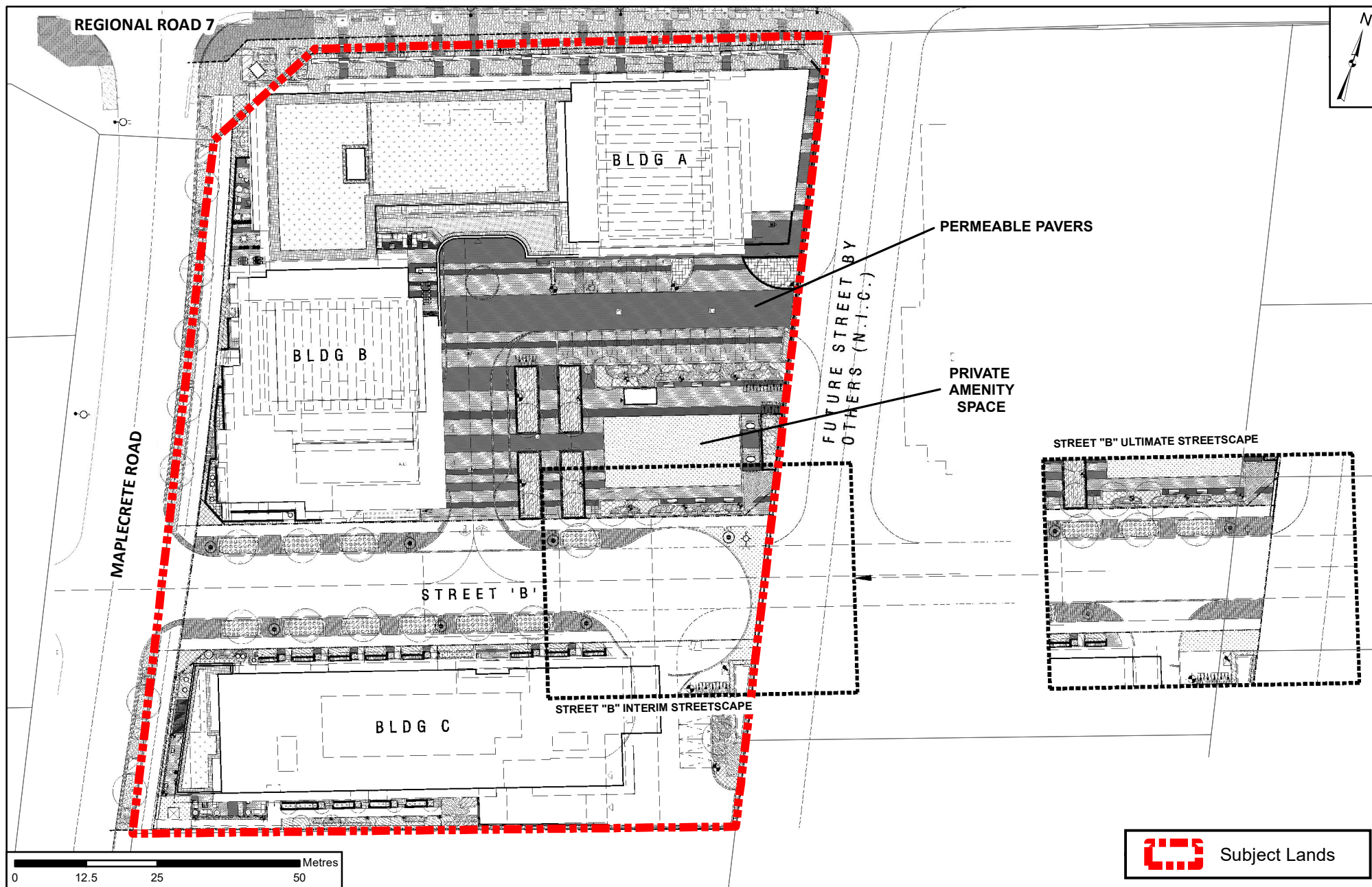
Attachment

FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037

DATE:
March 5, 2019

5

Printed on: 1/30/2019



Interim and Ultimate Landscape Plan

LOCATION:
Part Lot 5, Concession 4

APPLICANT:
1930328 Ontario Inc.

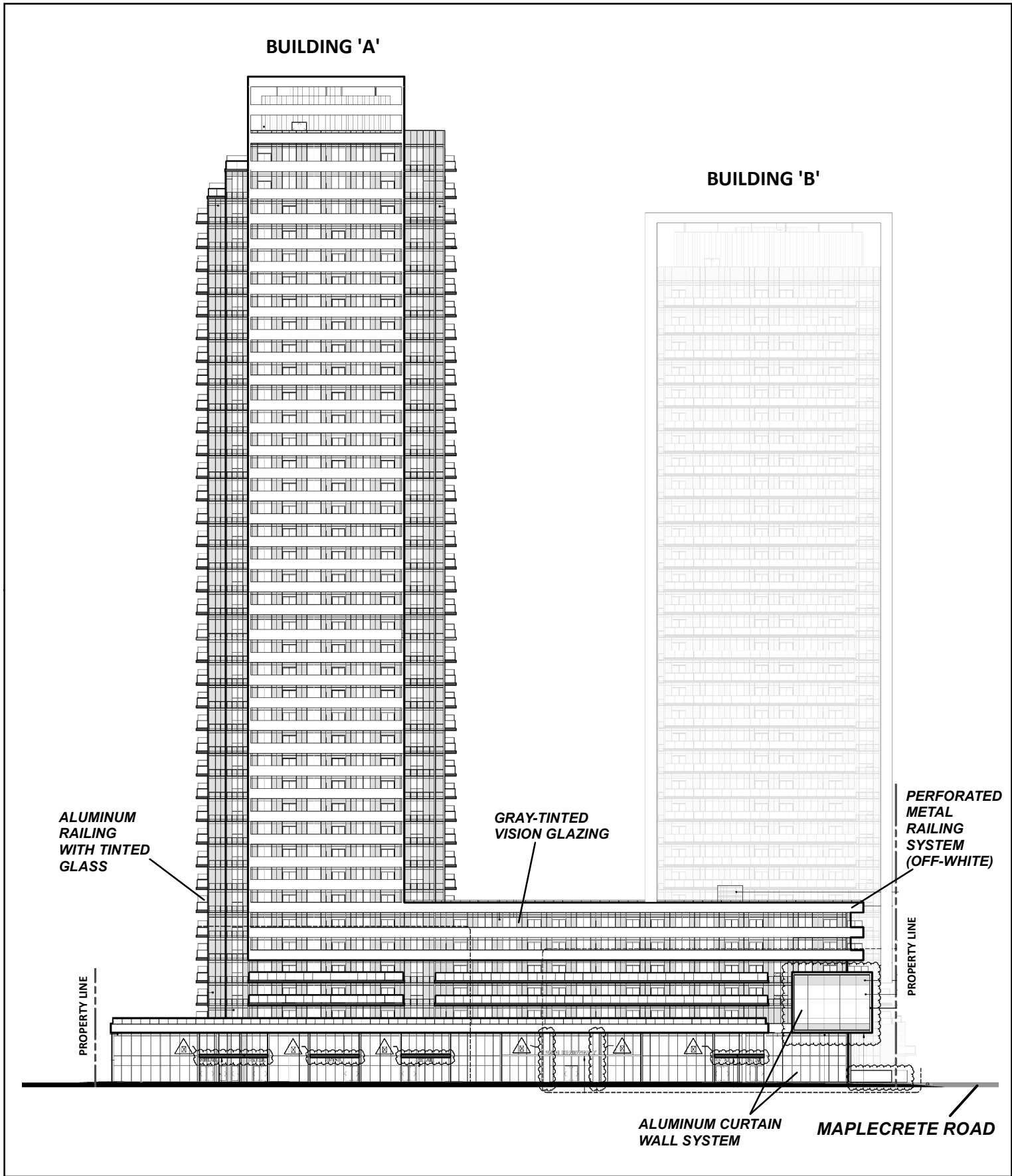


Attachment

FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037

DATE:
March 5, 2019

6



Buildings "A" and "B" North Building Elevations (Along Regional Road 7)

APPLICANT: 1930328 Ontario Inc.
LOCATION: Part Lot 5, Concession 4

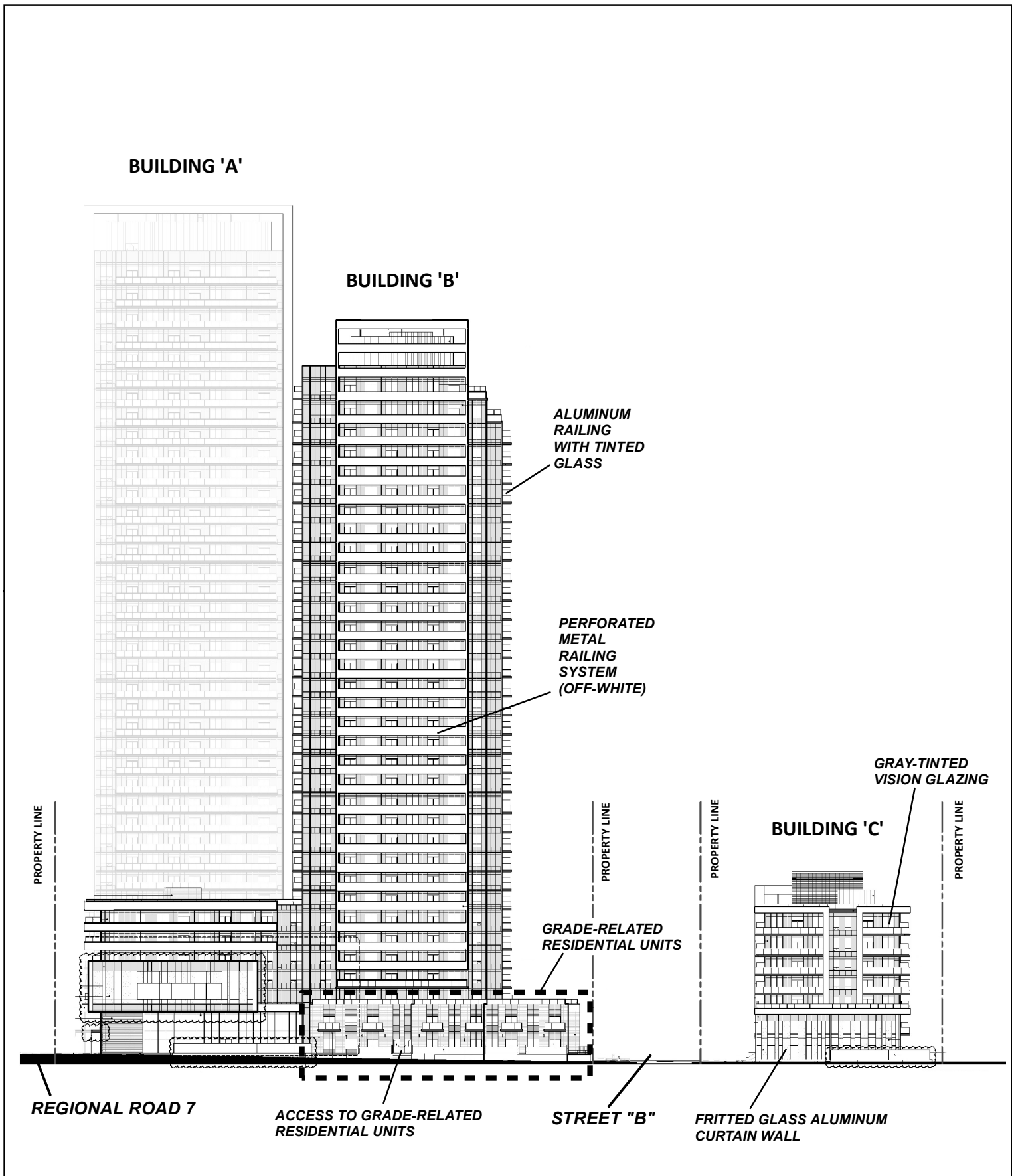


Attachment

FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037

DATE:
March 5, 2019

7



Buildings "B" and "C" West Building Elevations (Along Maplecrete Road)

APPLICANT: 1930328 Ontario Inc.
LOCATION: Part Lot 5, Concession 4

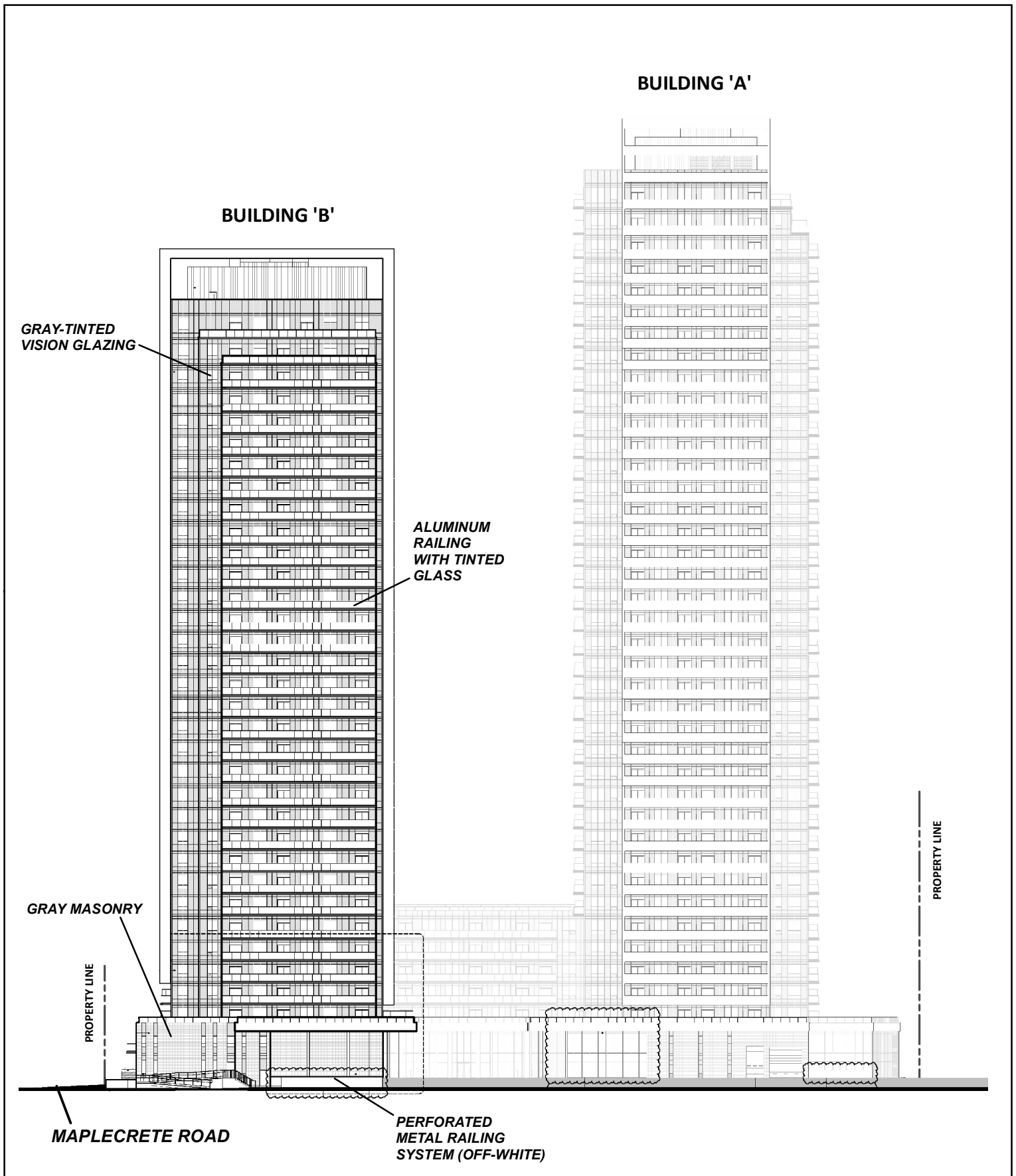


Attachment

FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037

DATE:
March 5, 2019

8



Buildings "A" and "B" South Building Elevations (Along Street "B")

APPLICANT: 1930328 Ontario Inc. **LOCATION:** Part Lot 5, Concession 4

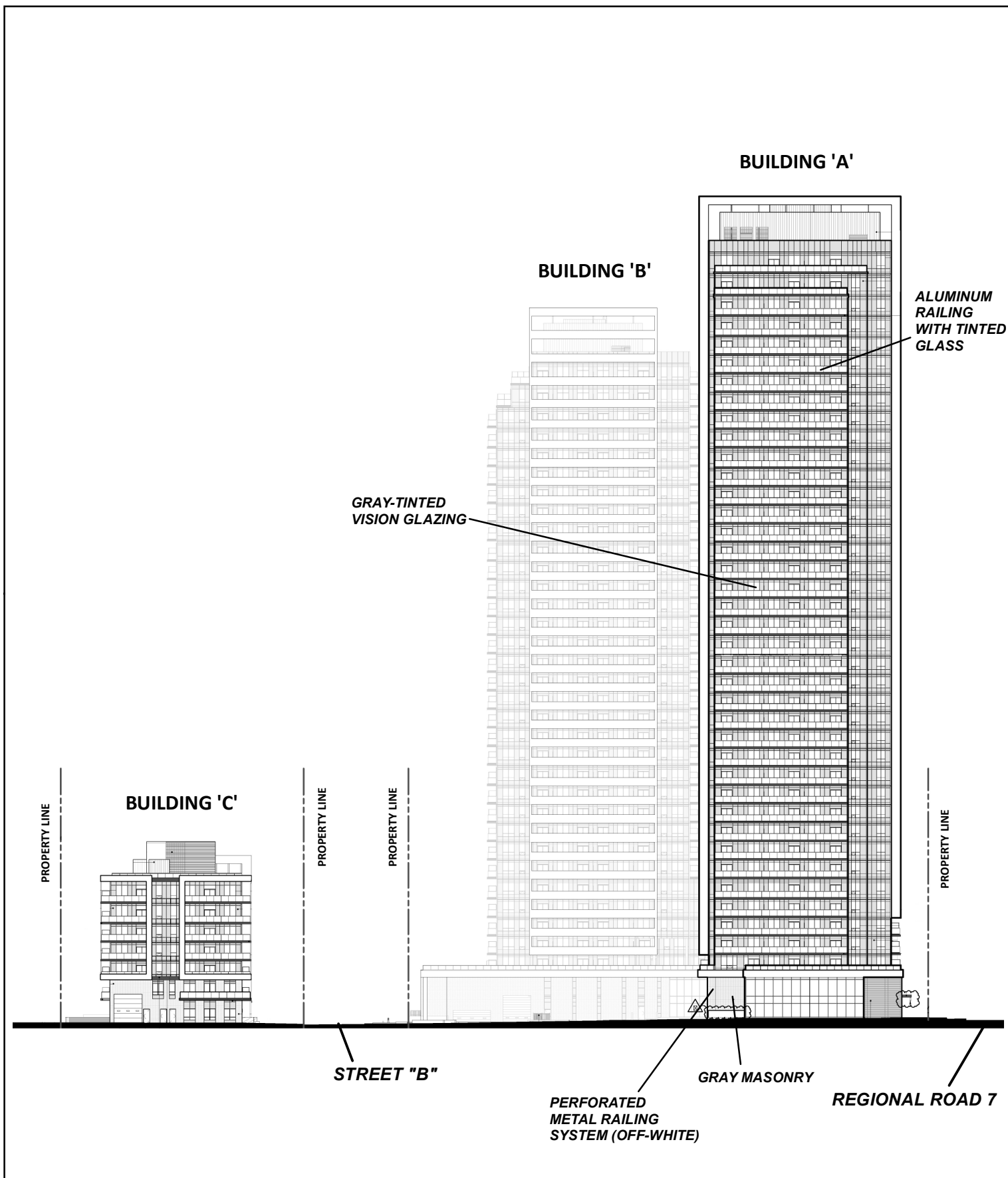


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FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037

DATE:
March 5, 2019

9



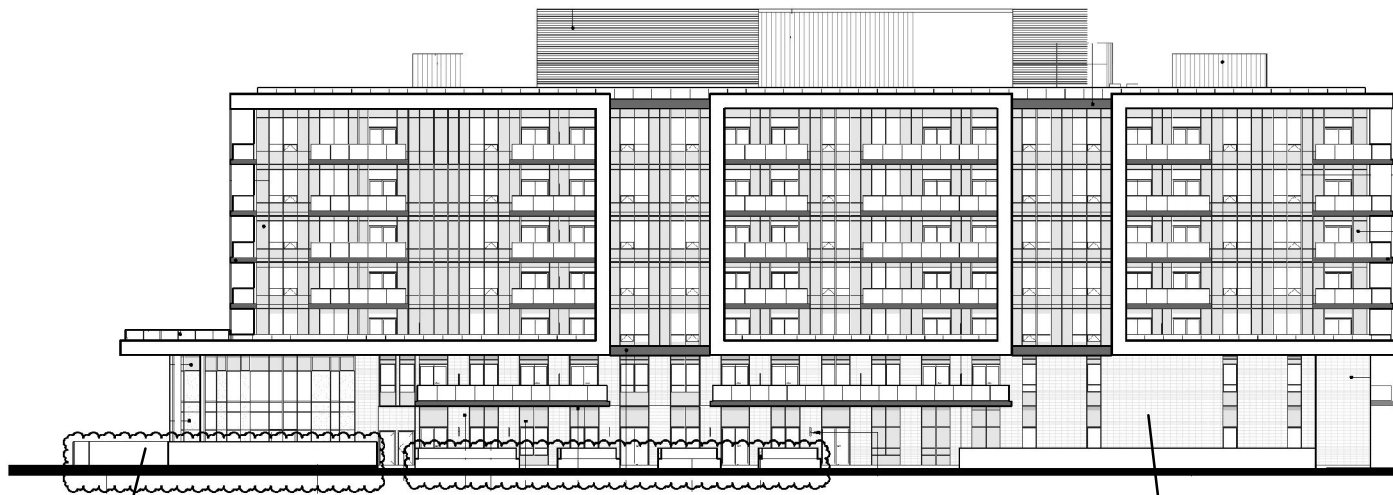
Buildings "A" and "C" East Building Elevations (East Property Line)

APPLICANT: 1930328 Ontario Inc.
LOCATION: Part Lot 5, Concession 4



Attachment
FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037
DATE:
March 5, 2019

10



**PERFORATED
METAL WIND
SCREEN**

BROWN MASONRY

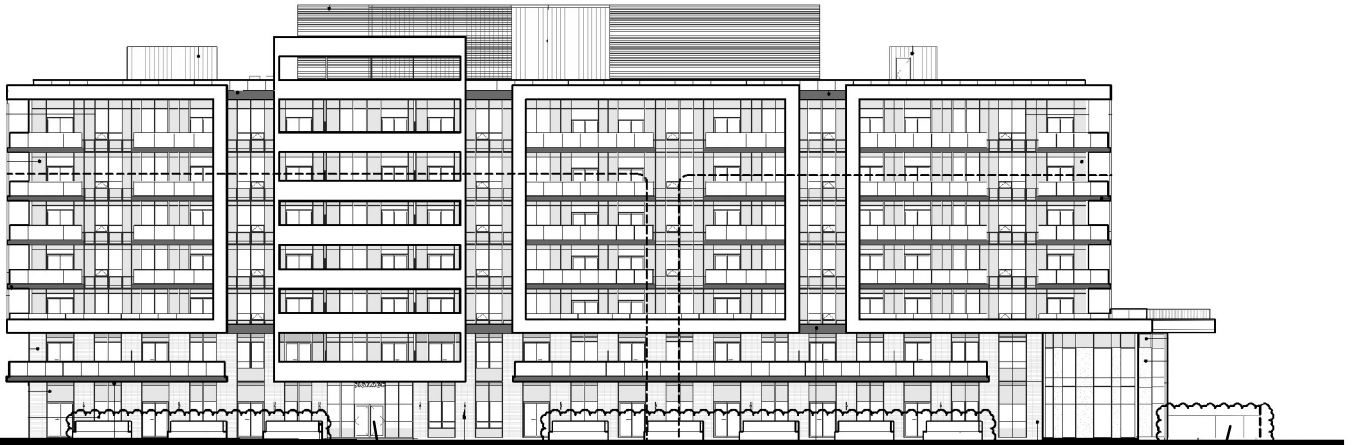
Building "C" South Building Elevation (South Property Line)

APPLICANT: 1930328 Ontario Inc.
LOCATION: Part Lot 5, Concession 4



Attachment
FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037
DATE:
March 5, 2019

11



**BUILDING "C"
ENTRANCE**

**PERFORATED
METAL WIND
SCREEN**

Building "C" North Building Elevation (Along Street "B")

APPLICANT: 1930328 Ontario Inc. **LOCATION:** Part Lot 5, Concession 4



Attachment

FILES:
OP.18.005, Z.18.009,
19T-18V005 & DA.18.037

DATE:
March 5, 2019

12