

ATTACHMENT 1
CONDITIONS OF APPROVAL

**DRAFT PLAN OF SUBDIVISION FILE 19T-18V001 ('THE PLAN')
RUTHERFORD LAND DEVELOPMENT CORP. ('THE OWNER')
PART LOT 15 AND CONCESSION 4, CITY OF VAUGHAN**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN THAT SHALL
BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF
SUBDIVISION FILE 19T-18V001 ('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 in Attachment 1a).
2. The Conditions of Approval of York Region as set out in Attachment 1b) and dated August 12, 2019.
3. The Conditions of Approval of the Toronto and Region Conservation Authority as set out in Attachment 1c) and dated May 26, 2022.
4. The Conditions of Approval of CN Rail as set out in Attachment 1d) and dated May 20, 2022 and May 26, 2022.
5. The Conditions of Approval of Canada Post as set out in Attachment 1e) and dated April 12, 2018.
6. The Conditions of Approval of Bell Canada as set out in Attachment 1f) and dated May 18, 2022.
7. The Conditions of Approval of Alectra Utilities Corporation as set out in Attachment 1g) and dated February 15, 2018.
8. The Conditions of Approval of Enbridge Gas Inc. as set out in Attachment 1h) and dated March 1, 2019.
9. The Conditions of Approval of York Catholic District School Board as set out in Attachment 1i) and dated April 20, 2022.

Clearances

1. Final approval for the registration of the Plan may be issued in phases to the satisfaction of the City, subject to all applicable fees provided that:
 - a. phasing is proposed in an orderly progression, in consideration of such matters as the timing of road improvements, infrastructure, schools and other essential services; and
 - b. All commenting agencies agree to registration by phases and provide clearances, as required on Conditions in Attachments 1a), 1b), 1c), 1d), 1e), 1f), 1g), 1h) and 1i) for each phase proposed for registration; and furthermore, the required clearances may relate to lands not located within the phase sought to be registered.
2. The City shall advise that the Conditions in Attachment 1a) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
3. York Region shall advise that the Conditions in Attachment 1b) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
4. The Toronto and Region Conservation Authority shall advise that the Conditions in Attachment 1c) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
5. CN Rail shall advise that the Conditions in Attachment 1d) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
6. Canada Post shall advise that the Conditions in Attachment 1e) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
7. Bell Canada shall advise that the Conditions in Attachment 1f) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
8. Alectra Utilities shall advise that the Conditions in Attachment 1g) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

9. Enbridge Gas Inc. shall advise that the Conditions in Attachment 1h) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
10. York Catholic District School Board shall advise that the Conditions in Attachment 1i) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

ATTACHMENT 1a)

**CONDITIONS OF APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-18V001 ('THE PLAN')
RUTHERFORD LAND DEVELOPMENT CORP. ('THE OWNER')
PART OF LOT 15, CONCESSION 4, CITY OF VAUGHAN**

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

CITY OF VAUGHAN CONDITIONS

1. The final Plan shall relate to the Draft Plan of Subdivision, prepared by Bousfields Inc., dated March 30, 2022, updated November 9, 2022 (the 'Plan').
2. The Owner shall provide the final georeferenced AutoCAD drawings of the plan of subdivision, 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. If the files meet requirements, an email from gisplanning@vaughan.ca confirming the final submission has been approved will be provided.
3. The lands within the Plan shall be appropriately zoned by a Zoning By-law which has come into effect in accordance with the provisions of the *Planning Act*.
4. The Owner shall pay any and all outstanding application fees to the Development Planning Department and the Development Engineering Department, in accordance with the in-effect Tariff of Fees By-law.
5. The Owner shall pay \$2,000,000 (two million dollars) to the City for both Woodland vegetation replacement value and the land value, as compensation for the unauthorized removal of 1.02 hectares of Woodland trees on the Subject Lands.
6. The Owner shall withdraw their appeal of Official Plan Amendment File OP.06.028 and Zoning By-law Amendment File OP.06.075 and Vaughan Official Plan 2010 (OLT Files PL140839, PL140154 and PL111184) for the subject lands to the satisfaction of the Deputy City Manager
7. If a lot/block is created through the phased registration of the Plan, the Owner shall agree in the subdivision agreement for Phase 1, to register an M-Plan and enter into a subdivision agreement for the lot/block created.

8. The Owner shall enter into a subdivision agreement with the City of Vaughan for each phase to satisfy all conditions, financial or otherwise of the City, with regard to such matters as the City may consider necessary, including payments of development levies, the provisions of roads and municipal services, landscaping and fencing. The said agreement for each phase shall be registered against the lands to which it applies.
9. The Owner shall dedicate all roads, daylight triangles included within this draft plan of subdivision as public highways without monetary consideration and free of all encumbrances.
10. The road allowances included within this draft plan of subdivision shall be named to the satisfaction of the City and the Regional Planning Department.
11. The road allowances 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 metre reserves. The pattern of streets and the layout of lots and blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
12. Any dead ends or open sides of road allowances created by this draft plan of subdivision shall be terminated in 0.3 metre 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.
13. The Owner shall agree in the subdivision agreement for each phase that construction access shall be provided only in a location approved by the City and the York Region.
14. Prior to final approval of the Plan, the Owner shall provide easements as may be required for utility, drainage or construction purposes shall be granted to the appropriate authority(ies), free of all charge and encumbrance.
15. Prior to final approval, a soils report prepared at the Owner's expense shall be submitted to the City for review and approval. The Owner shall agree in the subdivision agreement for each phase 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.
16. Prior to the initiation of grading, and prior to the final approval of this draft plan of subdivision or any phase thereof, the owner shall submit to the City for review and approval the following:

A detailed engineering report that describes the storm drainage system for the proposed development within this draft plan, which report shall include:

- a) plans illustrating 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; and
- d) proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction.

The Owner shall agree in the subdivision agreement for each phase 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.

- 17. The Owner shall agree in the subdivision agreement for each phase that no building permits 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 proposed development.
- 18. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost any external municipal services, temporary and/or permanent built or proposed, that have been designed and oversized by others to accommodate the development of the plan. 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.
- 19. The Owner shall relocate or decommission any existing municipal infrastructure or utilities, internal or external to the Plan, to facilitate the Plan, at its own expense, to the satisfaction of the City.
- 20. The Owner shall agree in the subdivision agreement for each phase to design, purchase material and install a LED streetlighting system in the Plan in accordance with City Standards and Specifications. This Plan shall be provided with decorative streetlighting to the satisfaction of the City.
- 21. The Owner shall agree in the subdivision agreement for each phase that all lots or blocks to be left vacant shall be graded, seeded, maintained and signed to prohibit dumping and trespassing.

22. The Owner shall agree in the subdivision agreement for each phase 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 such time as determined by the City or until assumption of the Plan. In order 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 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.
23. Prior to final approval of the Plan, the Owner shall submit an environmental noise impact study, prepared in accordance with the MECP NPC-300 for review and approval of the City. The preparation of the noise study shall include the ultimate traffic volumes associated with the surrounding road and rail network. The Owner shall agree in the subdivision Agreement for each phase to carry out, or cause to carry out, the recommendations set out in the approved noise study and include necessary warning clauses in all Offers of Sale or Lease, to the satisfaction of the City.
24. The Owner shall cause the following warning clauses to be included in a schedule to all offers of purchase and sale, or lease for all lots/blocks within the entire Plan:
 - a) "Purchasers and/or tenants are hereby put on notice that the *Telecommunications Act* and the 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."
 - b) "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."

Any additional warning clause as noted in the subdivision agreement for each phase shall be included in all Offers of Purchase and Sale or Lease for all Lots and/or Blocks within the Plan to the satisfaction of the City.
25. The Owner shall agree to include the following conditions in the Subdivision Agreement for Phase 1 of the Plan:

- a) The Owner shall design and construct the Street 'A' (Caldari Road extension) and a cul-de-sac turnaround at the terminus of Street 'A', including installation of the necessary municipal services and utilities all to the satisfaction of the City;
- b) The Owner shall make arrangement with the owner of adjacent lands to the south, "Tesmar", to coordinate and cost-share design and construction of Street 'B' (Abeja Street) and Street 'A' (Caldari Road extension), including the associated utilities and municipal services; the necessary improvements to Riverock Gate; and the intersection improvement and signalization of Riverock Gate and Caldari Road, to the satisfaction of the City;
- c) The Owner shall submit a geotechnical report that identifies the existing site conditions and provides recommendations for the design and construction of the proposed municipal infrastructure and services including a pavement design structure for ideal and non-ideal conditions to the satisfaction of the City. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations of the report to the satisfaction of the City;
- d) The Owner shall submit a functional servicing report and a detailed storm water management report that describes the storm drainage system for the proposed site development and Street 'A' (Caldari Road extension) and Street 'B' (Abeja Street), which report shall include:
 - i. 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;
 - ii. The location and description of all outlets and other facilities;
 - iii. Storm water management techniques, which may be required to control minor and major flows; and
 - iv. Proposed methods of controlling or minimizing erosion and siltation on-site and in downstream areas during and after construction.

The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in any and all the aforementioned reports to the satisfaction of the City.

- e) The Owner shall design and construct street lighting/pedestrian scale lighting system on Street 'A' (Caldari Road extension) and Street 'B' (Abeja Street) 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 Master Plan.

- f) The Owner shall pay the City its proportionate share of the cost of any external municipal services and roads that have been designed and oversized by others to accommodate the development of the lands.
- g) The Owner shall prepare all documents and grant a temporary public access easement, associated with a temporary cul-de-sac turnaround at Caldari Road Extension of Phase 1, to the City without monetary considerations and free of all encumbrances, to allow public pedestrian and vehicular access, as well as City's vehicles access for emergency, operation and maintenance purposes, in perpetuity and at all times, to the satisfaction of the City. The temporary access easement shall be discharged when:
 - i. Full right-of-ways associated with the ultimate Caldari Road extension to Rutherford Road has been completely conveyed to the City;
 - ii. Construction of the ultimate Caldari Road extension to Rutherford Road has been implemented to the satisfaction of the City; and
 - iii. The Caldari Road Extension from the temporary cul-de-sac to Rutherford Road has been dedicated as a Public Highway.
- h) The Owner shall agree in an agreement associated with Phase 1 (Block 4 development related to DA.19.010) with the City to design and construct Caldari Road extension and temporary turnaround to service Phase 1 (Block 4) development, at no cost to the City and to the satisfaction of the City.
- i) The Owner shall make the necessary arrangements with the City's Environmental Services Department for the supply of potable water for construction purpose and implement a water flushing program to maintain the water quality on the Street 'A' (Caldari Road extension) and Street 'B' (Abeja Street) to City standard. 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.
- j) The Owner shall agree to implement the approved erosion and sediment control plan, construction management plan and traffic control plan; operate and maintain the required measures at all times during construction of the subject development.
- k) The Owner shall agree to minimize traffic disruption to existing establishments in the vicinity area through implementation of adequate traffic control measures and designated construction access(es). The City reserves its rights to request necessary modifications to construction management plan and traffic control plan, and location of designated construction access(es), in response to actual traffic conditions at any time deemed necessary by Traffic Operation Staff of the City.

26. Prior to the final approval of each phase of the Plan, the Owner shall provide, to the satisfaction of Development Engineering Department, the final site servicing and grading plans, erosion control plan, functional servicing and storm water management reports and drawings, site illumination plan, utility coordination plan, geotechnical and hydrogeological reports, Traffic Impact Study (TIS), and Transportation Demand Management Plans (TDM Plans). Note that additional information and documents may be required upon subsequent submission. The Owner shall agree in the Subdivision Agreement for each phase of the Plan to implement the recommendations of these reports and plans to the satisfaction of the City.
27. Prior to the final approval of each phase of the Plan, the Owner shall carry out, at no cost to the City, any temporary or permanent, drainage works that may be necessary to eliminate ponding or erosion caused by design or construction deficiencies within the Subdivision to the satisfaction of the Development Engineering. The decision of the Development Engineering as to the required works to be undertaken in this regard shall be final and binding.
28. Prior to final approval of the Plan, the Owner shall provide confirmation that satisfactory arrangements have been made with a suitable telecommunication provider to provide their services, and if required within the municipal right of way at the approved locations and to the satisfaction of the City. The Owner shall provide a copy of the fully executed Subdivision Agreement for each phase to the appropriate telecommunication provider.
29. Prior to final approval of the Plan, the Owner shall provide a phasing and implementation plan, which includes details concerning such matters as the ultimate and interim traffic and transportation system, storm water management, and servicing to the satisfaction of York Region and the City. The plan should specify the required infrastructure improvements and development triggers to support the development of the Plan.
30. The Owner shall agree in subdivision agreement to design and construct, at no cost to the City, necessary interim services, if required, to service various development phases of the Plan, to the satisfaction of the City.
31. The Owner shall agree to enter into an agreement with the City, to design and construct, at no cost to the City, cycling infrastructure (including signage and pavement markings) along the east boulevard of Jane Street from Abeja Street to Rutherford Road, including crossings at Abeja Street and Rutherford Road to the satisfaction of the City and York Region.

32. The Owner shall enter into a subdivision agreement of each phase of the Plan with the City, to design and construct, at no cost to the City:
- a) Abeja Street from Jane Street to Caldari Road Extension
 - b) Caldari Road Extension from Riverrock Gate to Abeja Street
 - c) Caldari Road Extension from Abeja Street to Rutherford Road
 - d) Including but not limited to associated utilities and municipal services (i.e. watermain, sanitary and storm sewers), streetscape and landscape elements
 - e) Implementation of intersection improvements and signalization at Rutherford Road and Caldari Road, as required by the City and York Region, and
 - f) Implementation of intersection improvements at Riverrock Gate and Caldari Road, including traffic signalization in accordance with City specifications.

The City may reimburse the cost of the growth-related portion of the works that have been identified in City's latest Development Charges Background Study upon availability of funding by an approved Capital Budget.

33. The Owner shall enter into a subdivision agreement for each phase of the Plan to design and construct, the proposed public roads, municipal servicing and any required infrastructure improvements and/or upgrades, to the satisfaction of the City, at no cost to the City. The construction of public roads and municipal servicing within each phase of the Plan shall be completed prior to occupancy of the building(s).
34. Prior to registration of Phase 1 of the Plan and prior to execution of the site development agreement of Phase 1, and prior to issuance of any building permit on Phase 1 of the Plan, the Owner shall convey to the City all remaining blocks of lands on the Subject Lands necessary to complete the Public Right-Of-Ways and road intersections of (i) Abeja Street and (ii) Caldari Road Extension from Abeja Street to Riverrock Gate. The Owner shall prepare all documents and convey the said lands and blocks to the City, without monetary considerations and free of all encumbrances, to the satisfaction of the City.
35. The following warning clauses 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 the Caldari Road extension will be connected to Rutherford Road to facilitate development of this lands and adjacent lands without further notice."
 - b) "Purchasers and/or tenants are advised that despite the inclusion of noise control features within this development area and within the building units,

sound levels from CN MacMillan Yard, surrounding commercial/industrial areas, increasing road traffic on Jane Street, Rutherford Road and Caldari Road may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the sound level exceeds the City's and the Ministry of Environment, Conservation and Parks' noise criteria.

- c) "Purchasers and/or tenants are advised that the dwellings are located in a designated Class 4 Noise Area pursuant to MECP NPC-300."

- 36. The following warning clauses, in addition to the warning clauses that are listed in Schedule "K" of the Minutes of Settlement, shall be included in the Agreement for each phase of the Plan, all Offers of Purchase and Sale or Lease Agreement of any phase or development block of the Plan, condominium declarations, and condominium agreement:

- a) "Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks."
- b) "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 traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks."
- c) "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."
- d) "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."
- e) "Purchasers/tenants are advised that due to the proximity of CN MacMillan Yard, adjacent industries and commercial facilities, sound levels from the said noise sources may at times be audible."

- 37. Prior to the final site development approval of any development block(s) within subsequent phases of the Plan as identified on the approved Draft Plan of Subdivision and excluding Phase 1 (Block 4 development related to DA.19.010),

the City and York Region shall confirm that adequate allocation of water supply and sewage treatment capacity are available for the development block(s).

38. Prior to earlier of the initiation of any grading or construction on the subdivision, the Owner shall install an erosion and sediment control within the property. The erosion and sediment control shall be designed and maintained in place until sufficient grass cover is established within the site to the satisfaction of the City.
39. Prior to final approval of the Plan, the Owner shall submit to the City for review and approval a detailed geotechnical and hydrogeological report, which shall address but not limited to the following:
 - 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 proposed development due to dewatering operation; and,
 - c) design considerations for municipal services and structures.
40. Prior to final approval of the Plan, the Owner shall obtain necessary permission, permits and Approvals from the City and MECP for all sewage works that service the development including but not limited to proposed stormwater management facilities, watermains, sanitary and storm sewers.
41. Prior to registration of Phase 1 of the Plan and execution of site development agreement of Phase 1 of the Plan, the Owner shall pay the City its proportionate share of the cost of Keffer SWM pond that was built as part of the Keffer Subdivision (65M-3381) and the RLDC was a non-participating land, pursuant to the Keffer Industrial Subdivision Agreement. The Owner shall submit a certified cheque, payable to the City of Vaughan, in the amount of \$225,198.66 (which is based on contributing area of 4.44 hectares from the RLDC-Delisle Holdings lands and \$50,720.42 per hectare of contributing drainage area including 3% City's administration costs).
42. Prior to the final approval and registration of each phase of the Plan, final approval and final site development agreement of each phase of the Plan, and prior to conveyance of lands to the City and/or initiation of grading or construction on each phase of the Plan, 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), Risk Evaluation, Risk Assessment report(s) in accordance with Ontario

Regulation (O. Reg.) 153/04 (as amended) or its intent, for the lands within each phase of the Plan. Reliance on the report(s) from the Owner's environmental consultant shall be provided to the City.

- b) Should there be 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 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 (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering all the lands within each phase of the Plan.
 - c) Submit a signed and stamped certificate letter prepared by the Owner's Environmental Qualified Person/Professional ('QP') stating that the Owner covenants and agrees that all lands within each phase of the Plan and any lands and easements external to the lands to be dedicated to the City and the 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 MOECC 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 associated documentation, as may be applicable.
43. Prior to the conveyance of lands to the City and/or release of applicable portion of the Municipal Services Letter of Credit, the Owner shall implement the following to the satisfaction of the City:
- a) For all public roads, parks, open spaces, landscape buffers, and storm water management facility block(s) in the Plan that are being conveyed to the City, submit a limited Phase Two Environmental Site Assessment (ESA) report in accordance or generally meeting the intent of Ontario Regulation (O. Reg.) 153/04 (as amended) assessing the fill in the conveyance block(s) for applicable contaminants of concern. The sampling and analysis plan prepared as part of the Phase Two ESA shall be developed in consultation with the City. The implementation of the sampling and analysis plan shall be completed to the satisfaction of the City and shall only be undertaken following certification of rough grading but prior to placement of topsoil placement. Reliance on the ESA report(s) from the Owner's environmental consultant shall be provided to the City.

- b) If remediation of any portions of the conveyance block(s) is required in order 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 Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering the entire conveyance block(s) following remediation.
 - c) Submit a certificate letter prepared by the Owner's Qualified Person/Professional ('QP') stating that the Owner covenants and agrees that all lands or easements within the Plan or external to the Plan to be dedicated or granted to the City and the 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 MOE document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the *Environmental Protection Act*" (as amended).
 - d) Submit a sworn statutory declaration by the Owner confirming the environmental condition of the conveyance block(s).
 - e) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
44. Prior to final registration of each phase of the Plan and final site development approval of each phase of the Plan, the Owner shall submit an environmental noise and vibration feasibility assessment (referred to as "the noise report" below), prepared in accordance with the MECP NPC-300 for review and approval of the City. The preparation of the noise report shall include the ultimate traffic volumes associated with the surrounding road, rail, rail yard, as well as other stationary sources and existing industries (including Granite and Magna).
45. Prior to final approval of each phase of the Plan, and final site development approval of each phase of the Plan, and at the request of the City, the Owner shall pay all costs associated with the City retaining a third-party peer reviewer to review the noise report and related documents. The Owner shall submit an initial deposit of \$8,000.00 towards the cost of the Peer Review in the form of a certified cheque, to the City. The Owner shall agree to submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the applicant by the City).
46. Prior to final site development approval of each phase of the plan, the Owner shall provide detailed noise and vibration implementation report, which shall include recommendations on necessary noise control, mitigation and/or attenuation measures, and warning clauses in all Offers of Sale or Lease; as well

as evaluation of final detailed building design, architectural and mechanical drawings, to the satisfaction of the City.

47. Prior to final site development approval of each phase of the plan, the Owner shall agree to enter into an agreement with the City for each phase to carry out, or cause to carry out, the recommendations set out in the approved noise report and include necessary warning clauses in all Offers of Sale or Lease, to the satisfaction of the City.
48. Prior to final site development approval of each phase of the plan, the Owner shall agree to implement necessary noise control, mitigation and/or attenuation measures as per recommendations by the approved noise report; and the noise measures shall be included in the site plan agreement of any phased development on the Subject Lands and registered on title.
49. Prior to the registration of each phase of the Plan, the Owner shall amend and re-submit the Plan, Reports and/or Drawings to address any outstanding comments from City's Development Engineering Department, as required, to the satisfaction of the City.
50. Prior to the registration of Phase 1 (Block 4 development related to File DA.19.010), the Owner shall amend and re-submit the Plan, Reports and/or Drawings to address any outstanding comments from City's Development Engineering Department, as required, to the satisfaction of the City.
51. Prior to the registration of Phase 1 (Block 4 development related to File DA.19.010), the Owner shall agree in the Development Agreement of Phase 1 to design and construct, at no cost to the City, necessary interim services to support the Phase 1 development, to the satisfaction of the City.
52. Prior to the registration of Phase 1 (Block 4 development related to File DA.19.010), the Owner shall agree in the Development Agreement of Phase 1 to design and construct, at no cost to the City, any necessary interim water supply looping to service the Phase 1 development and maintain it until the proposed water network within the Plan is completed, to the satisfaction of the City.
53. Prior to the registration of Phase 1 (Block 4 development related to File DA.19.010), the Owner shall provide a phasing and implementation plan, which includes details concerning such matters as the ultimate and interim traffic and transportation system, storm water management, and servicing to the satisfaction of York Region and the City. The plan should specify the required infrastructure improvements and development triggers to support the development of the Plan.

54. Prior to final site plan approval of Phase 1 (Block 4 development related to File DA.19.010), the Owner shall prepare all documents and convey any public roads, public road intersection, parkland, open space, and 0.3-m reserves as shown on the Draft Plan, to the City without monetary considerations and, free of all encumbrances, to the satisfaction of the City:
- a) Park, Environmental Buffer, and Open Space Blocks - Block 18, Block 20, and Block 21;
 - b) Lands necessary for any public roads, Street 'A' (Caldari Road extension) and Street 'B' (Abeja Street) pursuant to the requirements of the Vaughan Mills Center Secondary Plan;
 - c) Lands necessary to provide a full 26-m Public Right-Of-Way for Caldari Road Extension between Riverrock Gate and Street 'B' (Abeja Street) i.e. Block 3 on the Draft Plan;
 - d) 0.3 m reserves as shown on the Draft Plan – Blocks 10, 11, 16 and 17 on the Draft Plan;
 - e) Northeast corner of the intersection of Riverrock Gate and Caldari Road i.e. Block 6 on the Draft Plan.
55. Prior to the execution of the Draft Plan of Phase 1, and prior to execution of any subsequent phases of the Draft Plan of the Subject Lands, if applicable, the Owner shall provide a written confirmation, co-signed and dated by the Owner and its legal counsel, in acknowledgement that all applicable obligations, terms and conditions, as outlined in the executed Minutes of Settlement and the Ontario Land Tribunal, formerly the Ontario Municipal Board (OMB case PL070347, PL111184, PL120974, PL140154 and PL140839 issued on January 25, 2018), are satisfactorily completed.
56. The following Standard Archaeological Clauses shall be included, and the Owner shall agree in the Subdivision Agreement that:
- a) Should archaeological resources be found on the property during construction activities, the Owner must immediately cease all construction activities and notify the Ministry of Heritage, Sport, Tourism and Culture Industries and the Development Planning Department, Urban Design and Cultural Heritage Division at the City of Vaughan.
 - b) 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 at the Bereavement Authority of Ontario (BAO) and the City of

Vaughan Development Planning Department, Urban Design and Cultural Heritage Division.

57. The Owner shall provide compensation to the City of Vaughan for the removal of 64 individual trees that were previously located within the Subject Lands (outside of the Woodland feature), in the amount of \$35,200.00 payable by certified cheque, in accordance with and to the satisfaction of the City of Vaughan's Replacement Tree Requirements pursuant to By-law 052-2018, as amended and the City of Vaughan Tree Protection Protocol.
58. Prior to final approval, the owner shall provide a detailed 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 based on the arborist report recommendations.
 - In addition, the study shall quantify the value of the tree replacements using the Urban Design Tree Replacement Valuation outlined in the City's Tree Protection Protocol.
 - The owner shall not remove trees without written approval by the City.
 - The owner shall enter into a tree protection agreement in accordance with City Council enacted Tree By-Law 052-2018, which will form a condition of the draft plan approval.
59. Prior to the landscape plan review by Urban Design staff, a fee shall be provided by the owner to the Development Planning Department in accordance with recent council approved fee by-laws (commencing January 1, 2022); i.e. Tariff of Fees for Vaughan Planning Applications – Landscape Plan Review.
 - This fee will include staff's review and approval of proposed streetscaping/landscaping within the development (including but not limited to urban design guidelines, landscape master plan, architectural design guidelines, perfect submission landscape architectural drawings, stormwater management pond planting plans, natural feature edge restoration/management plans), and tree inventory/preservation/removals plans.
 - In addition, a fee will be applied for each subsequent inspection for the start of the guaranteed maintenance period and assumption of the development by the City of Vaughan.
60. Prior to final approval, the owner shall prepare an Urban Design Brief. The document must articulate how the design and concept are consistent with the performance standards outlined in the Vaughan City-Wide Urban Design Guidelines and Vaughan City-Wide Official Plan (VOP 2010) Urban Design Policies. The document shall address but not be limited to the following issues:

- a) Landscape master plan; co-ordination of the urban design/streetscape elements including built form, street tree planting, fencing treatments, park lands, and open space valleylands.
 - The appropriate community edge treatment along Jane Street; including the appropriate landscaping with low-maintenance plant material.
 - The appropriate community edge treatment along Rutherford Road; including the appropriate landscaping with low-maintenance plant material.
 - The appropriate edge restoration along the open space valleylands.
 - The pedestrian urban connections between streets, built forms, park lands, and open space valleylands.
 - Trail system within the open space valleylands.
 - Environmental report for the open space valleylands.
 - b) Architectural control design guidelines, including appropriate flankage elevations along Jane Street and Rutherford Road.
 - c) Sustainability design practices/guidelines.
61. Prior to final approval, the owner shall agree in the subdivision agreement that all development shall proceed in accordance with the City of Vaughan Sustainability Metrics program.
- a) The program shall present a set of metrics to quantify the sustainability performance of new development projects.
62. Prior to final approval, the owner shall provide buffer blocks abutting the open space valleylands in accordance with TRCA policies.
63. Prior to final approval, the owner shall prepare a detailed edge management plan study for the perimeter of the open space valleylands. The study shall include an inventory of all existing trees within an 8 metre zone inside the staked edges, and areas where the valleyland edges are disturbed, assessment of significant trees to be preserved and proposed methods of edge management and/or remedial planting shall be included. The owner shall not remove any vegetation without written approval by the City.
- a) The owner shall provide a report for a 20 metre zone within all staked open space valleyland edges to the satisfaction of the TRCA and City, which identifies liability and issues of public safety and recommends woodlot/ forestry management practices and removal of hazardous and all other trees as identified to be removed prior to assumption of the subdivision.
64. The owner shall agree in the subdivision agreement to erect a permanent 1.5-metre-high black vinyl chain-link fence or approved equal along the limits of the blocks that abut the open space valleylands and associated buffer blocks.

65. The owner shall convey the open space valleylands and associated buffer blocks to the TRCA or the City free of all cost and encumbrances.
66. The owner shall agree in the subdivision agreement to provide a soils report for all street tree pits and planting beds throughout the subdivision to the satisfaction of the City.
67. The Owner shall enter into a Tree Protection Agreement with the Development Planning Department, to identify the standards and procedures required by the City to protect public and private trees through the development review processes as indicated in the City's Tree Protection Protocol.
68. Prior to final approval of the Plan, the Owner shall convey Block 20 - Environmental Buffer Block and Block 21 - Open Space lands associated with the Valleylands to a public authority free of all cost and encumbrances.
69. Prior to final approval of the Plan, the Owner shall provide a revised Valleyland Stewardship Management Plan (VSMP) and implement the recommendations of the revised VSMP to the satisfaction of the City and Toronto and Region Conservation Authority.
70. Prior to final approval of the Plan, the Owner shall provide a Sustainability Performance Metrics (SPM) scoring tool and summary letter demonstrating how the revised plan of subdivision meets minimum threshold requirements, to the satisfaction of the City.
71. That the Owner agrees, in the Subdivision Agreement, to carry out, or cause to be carried out, all plans referenced in Environmental Planning conditions, to the satisfaction of the City.
72. That this draft plan of subdivision be subject to red-line revisions, if required, in order to meet Environmental Planning conditions of draft plan, to the satisfaction of the City.
73. The Owner shall address all comments and satisfy all requirements provided by Parks Infrastructure Planning and Development in their comments dated September 30, 2022, for Draft Plan of Subdivision File 19T-18V001.
74. The Applicant shall agree to complete a Parkland Master Plan to the City's standard level of service for Park Block(s) and associated buffer and open space Blocks 20 and 21 to the City's satisfaction, and shall include the following information:

- a) Provides information on parkland development phasing to deliver the Park and associated facilities to residents consistent with the development phasing and to the City's satisfaction accompanied with Layout plan to illustrate proposed park program requirements as determined by the City.
 - b) Provides boundaries of proposed parkland dedication and the total size of individual blocks.
 - c) Demonstrates a sound design approach at locations where proposed public parks are adjacent to private development on the treatment of the interface between the public park and the private development to ensure an integrated design approach is adopted towards built form, pedestrian connections, and ground floor programming to the City's satisfaction.
 - d) Demonstrates parkland configuration and grading to allow for the placement and development of appropriate outdoor facilities to the satisfaction of the City.
 - e) Provides base and ultimate grading consistent with intended uses and objectives of the park. The grading plan shall illustrate proposed storm water run-off, surface drainage patterns and sub-surface storm water servicing requirements.
 - f) Provides an existing conditions plan illustrating topographic information to assess slopes and drainage, and vegetation, identifying species, age, size and condition.
 - g) Provides a preliminary construction cost estimates for various phases, if required.
 - h) Provides an Edge Management Plan for park block abutting open space and associated buffer should the Park Block abut Open Space Valley lands.
 - i) The plans are to be completed by a registered Landscape Architect having a minimum of 5 years of experience in the design and development of municipal park projects, with full membership in the OALA, with full use of their stamp and are required to provide sufficient information to confirm facility and program requirements to the satisfaction of the City.
75. Prior to registration of Phase 1 of the Plan and execution of the site development agreement of Phase 1, the applicant shall convey the public Park Block 18 to the City. The Owner shall prepare all documents and convey Block 18 to the City, without monetary considerations and free of all encumbrances, to the satisfaction of the City.
76. Prior to registration of Phase 1, should the Applicant seek 100% credits for Block 20 and 21, the Applicant shall provide necessary documentation to demonstrate the eligibility of Blocks 20 and 21 to be considered 100% parkland dedication

credits by meeting conditions of section 3(3) of By-law 168-2022, specifically ensuring that the lands are permit-ready from respective agencies such as the TRCA and the City for active or passive programming.

77. Prior to registration of Phase 1, to meet the provisions of the Parkland Dedication Bylaw 168-2022, the Applicant shall determine the final size and configuration of park and associated blocks that will be considered to contribute towards parkland dedication credit will based on field verification and ensure they meet section 3(5) of By-law 168-2022 to exclude lands with poor drainage, erosion issues, extreme slopes and other adverse physical conditions, deemed by the City to be contaminated in any way and prohibit or restrict public programming, and accommodate open storm water management facilities.
78. It is the intent of the City that development of the public Park Block(s) shall be coordinated with residential development to provide park facilities to the local residents in a timely manner. The timing of the parkland base works shall be completed by no later than, and within two growing seasons of the building permit for Phase 1, and/or twenty five percent (25%) occupancy of the residential units within Phase 1 served by the park.
79. Parkland to be conveyed in a physical condition, satisfactory to City and in accordance with policies/practices and guidelines of the City. The Parkland Base works shall include:
 - a) Archaeological Assessment, Stage I and II is required to determine limits of public park block(s). Proposed public park lands are to be clear of all historically significant heritage features.
 - b) A geotechnical investigation and Phase 2 Environmental Site Assessment to be conducted by a qualified Professional Engineer in accordance with O.Reg. 153/04 (as amended) assessing park and open space blocks for contaminants of concern to the satisfaction of the City and in conformity with the applicable MOECC Site Condition Standards for parkland use. Ensure compliance with the updated Engineering Design Criteria and Standard Drawings Manual. A minimum of five (5) boreholes to be determined at draft plan of subdivision or development agreement are required within the parks blocks. Boreholes are to be taken at regular intervals along the full length of the parks blocks. Borehole reports will indicate soil type, water content, and density (general compaction). All samples are to be tested in a laboratory to determine their physical properties, including levels of various chemical elements and contaminants; Should additional fill be placed to meet required grading levels, the results of the Phase Two Investigation shall be supplemented with a letter report addressed to the City the Applicant's environmental consultant that includes: confirmation of the area where fill has

been placed and details regarding dates, sources, volumes, and certification that the placed fill material meets the applicable MOECC Site Condition Standards referenced above and compacted to the standard referenced below.

- c) A complete inventory and analysis report of existing vegetation completed by a Certified Arborist for all existing trees within park block(s). Drawings shall indicate the location of all existing trees, including limit of drip line, trees to be removed and trees to be maintained within the park block. No grading work is permitted within the drip line of existing trees that are to be preserved. All dead, damaged and hazardous trees are to be removed and disposed of off-site.
- d) Park Block(s) shall be graded based on the Park's proposed facilities, stormwater management requirements, and generally to allow for a minimum 2% and no greater than 5% gradient over 75% of the total block area. Park block(s) shall be graded with clean engineered fill compacted to 95% Standard Proctor Dry Density (SPDD), inclusive of any civil work required such as retaining structures, rip rap, swales, and the like to meet grading levels. No fill is to be placed on existing topsoil and the stockpiling of topsoil on the park and open space blocks is prohibited. Spread and fine grade topsoil evenly to a depth of 300 mm over the entire park block. Topsoil for fine grading shall be fertile and friable, natural loam soil with two percent (2%) minimum organic matter for sandy loams and four percent (4%) minimum organic matter for clay loams. Acidity of topsoil shall range from 6.0pH to 7.5pH and shall be capable of sustaining vigorous plant growth. The Applicant shall complete all necessary chemical analysis and topsoil fertility tests by a qualified testing laboratory to the satisfaction of the City, and results of testing provided to the City for review and approval. Prior to placement of topsoil, the Applicant shall add all amendments as required to amend the existing soils to meet the recommendations of the fertility testing and demonstrate that these standards have been met.
- e) Park block(s) grading must not negatively impact adjacent properties with overland flow routes. The public park blocks cannot be encumbered by overland flow routes from adjacent properties.
- f) Park block(s) shall be sodded to the City's satisfaction.
- g) The perimeter of the park block(s) shall be temporarily fenced off with fencing approved by the City and "No Dumping" signs shall be placed along the perimeter of the park blocks.
- h) The Applicant shall be responsible to maintain park block(s) until such time as the park's construction commences or assumption is granted. Maintenance shall entail maintaining sufficient grades to prevent standing water, cutting the grass/vegetation a minimum of twice in summer, erosion repairs, cleaning of

catchbasins, repair of perimeter fencing and removal of any debris that is dumped on the site, to the satisfaction of the City.

- i) Park block(s) shall not be encumbered by any services or easements including but not limited to utility services, transformer boxes, Canada Post mailboxes and/or access, and the like.
 - j) Park block(s) shall include adequately sized servicing connections along the main frontage of the park block, including a water chamber manhole, complete with a curb stop, sanitary manhole, and storm water manhole. All servicing structures are to be located no less than 5 metres away from property lines. A storm water management brief and grading plan for all required storm water services is required to ensure that proposed works have been designed to accommodate storm water flows in accordance with the Engineering Department Design Manual City at interim and ultimate phases of the park blocks and to the satisfaction of the City.
 - k) Electrical services include a 120/240 volt, single phase, three wire power supply to park block(s). The power supply drop will consist of a 3 conductor #3/0 aluminum underground cable drop located one metre from the street line and one metre from the property line inside the park block(s). The cable feed will originate from the closest (within 75 metre cable length) single phase pad mounted transformer and will be left coiled and attached to a 2" X 4" wood stake, visible above grade.
 - l) All temporary sediment control management measures within parks and open space blocks are to be removed prior to rough grading of the associated block or if otherwise instructed by City staff.
80. Prior to the execution of the subdivision or development agreement, the Applicant shall agree to enter into a developer build agreement with the City to build the Public Park Block 18 and Blocks 20 and 21 including but not limited to the construction of playground, shade structure, hardscape, facilities, and all associated softscape as per Developer Build Parks Policy, No. 07.2.05. The cost of the final park and associated facilities are recoverable through Development Charges.
81. Prior to approval of the Plan, the Owner shall complete a trail feasibility study to identify the conveyance of lands into public ownership for the development of a multiuse recreational trail per provisions of the Planning Act under Section 51(25) b, and City requirements. The Applicant shall agree to convey into public ownership lands within which the multiuse recreational pathway shall be located and constructed and secure the necessary permits for future implementation of the trails.

82. Prior to registration of the Plan, the Owner shall construct a multiuse recreational trail by the Owner to City standards, guidelines and to the satisfaction of the City.
83. All multiuse recreational pathways connection segments shall be asphalt and a minimum 3 m in width with an additional 1.0m mow strip on both sides, flared and with appropriate line markings to City Standards.
84. The open space pathway shall not exceed a 5% grade. The trails shall be site verified by the Parks Development Department prior to construction. The open space trail shall not require asphalt paving except for the portions of the open space trail that connect to a residential subdivision and those portions of the trail that exceed a 5% grade as per City Standards.
85. Appropriate signage and wayfinding shall be provided include trail head signage at entrance point, trail wayfinding, information, warnings, and maintenance notices. City shall review graphics and content.
86. All pathways crossing over a culvert shall flare out 2.0 m on either side of the pathway as per City Standards
87. Suitable light levels shall be achieved along the multi-use recreational pathway. If suitable light level cannot be achieved from street lighting, pedestrian lighting shall be required along the multi-use pathway to the satisfaction of the City.
88. The multi-use recreational pathways shall be site verified by the City prior to construction.
89. Prior to approval of the Plan, the Owner shall complete a Tree Inventory and Preservation Plan Report identifying all trees within the proposed park block (including species, location, size and condition).
90. The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all units:
91. "Purchasers and/or tenants are advised that designate parkland within the community 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."

"Purchasers and/or tenants are advised that the lot abuts a neighborhood park and that lighting and noise should be expected from the use of the park for recreation purposes."

92. Prior to the registration of the Plan, the Owner shall convey the Buffer Block into public ownership, either to the TRCA or the City.
93. Prior to the execution of the Draft Plan of Subdivision agreement, the Owner shall provide the City with Letter of Credit (LC) totaling the complete cost to construct the public park, based on the approved plans and cost estimate. 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 park, 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 public park construction and restoration works, in the case where the Owner does not complete the construction of the public park, and/or if deemed necessary by the City.