

ATTACHMENT 2
CONDITIONS OF SITE PLAN APPROVAL
SITE DEVELOPMENT FILE DA.19.010
RUTHERFORD LAND DEVELOPMENT CORP. ('THE OWNER')

Conditions of Site Plan Approval:

1. THAT prior to the execution of the Site Plan Agreement:
 - a) The Development Planning Department shall approve the final site plan, building elevations, landscape plan, landscape details, landscape cost estimate, lighting plan, context plan, key plan, wind study, arborist report and Sustainability Performance Metrics;
 - b) 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.
 - c) The M-Plan for Phase 1 of Draft Plan of Subdivision 19T-18V001 shall be registered on title;
 - d) The Owner shall successfully obtain approval of a Minor Variance application for the required site-specific zoning exceptions to Zoning By-law 1-88, as identified in Table 1 of this report, from the Vaughan Committee of Adjustment. The Committee's decision shall be final and binding and the Owner shall satisfy any conditions of approval imposed by the Committee.
 - e) the Owner withdraw its appeals of Official Plan Amendment File OP.06.028 and Zoning By-law Amendment File Z.06.075 in accordance with the resolution passed by Vaughan Council in support of the MZO
 - f) The Owner shall pay the applicable fees or charges for multi-residential waste diversion containers (recycling bag/container and organics kitchen container) in accordance with City's By-law 171-2013, as amended."
 - g) The City of Vaughan, at its sole discretion, will assess and determine the need for the Community Space and render a decision on its acquisition prior to the execution of the Site Plan Agreement. Following this decision, the Owner shall enter into a separate agreement, to the satisfaction of the

City for the acquisition of the Community Space. The agreement shall contain provisions relating to but not limited to acquisition costs, Section 37 creditable values in accordance with applicable law and City established policies, processes and procedures, type and term of ownership, fit-out costs, maintenance costs, applicable condominium fees, public access easements, parking access, servicing and mechanical utilities, location, use, size, configuration, internal layout, structural elements, framing, interior finishes, elevator requirements. Should the City elect not to acquire the Community Space, the Owner should consider alternative use of the space.

- h) The Owner shall address all comments provided in Section B of the Memo to Development Planning dated October 28, 2022 and submit the required revised reports, drawings and/or plans, to the satisfaction of Development Engineering Department. Note that additional information and documents may be required upon reviewing of the next submission.
- i) If permanent groundwater discharge to the City's municipal sewer system is required, the Owner shall submit an application to Public Works - Environmental Services Department to obtain an approval for permanent ground water discharge ("Discharge Approval"), required for the proposed development to discharge groundwater to the City's municipal storm sewer system. Discharge Approval Application shall ensure post-development flow rates discharged to the Vaughan's storm sewer system from the Lands, including Private Groundwater Discharge, shall not exceed the allowable flow rates discharged to the Vaughan's storm sewer system as approved by Development Engineering Department.
- j) The Owner shall provide written proof and supporting documentation such as a registered Reference Plan and land transfer document registered with the Land Registrar, to the satisfaction of the City, to confirm that conveyance of lands to facilitate widening of the private driveway on the Granite Lands has been completed; including Block 1 (to facilitate the private driveway widening, to be conveyed to Granite) and Block 6 (i.e. northeast corner of the intersection of Riverrock Gate and Caldari Road, to be conveyed to the City) as shown on the Draft Plan.
- k) The Development Engineering Department shall approve the final site servicing and grading plan, erosion control plan, functional servicing and storm water management reports and drawings, site illumination plan, utility coordination plan, geotechnical and hydrogeological assessment, and Traffic Impact Study (TIS).

- l) The Owner shall submit a Transportation Demand Management Plans (TDM Plans), prepared by a qualified professional transportation consultant, for each phase of the development including a plan for the existing and future phase(s). The TDM Plan shall identify objectives, targets, measures, monitoring, and management plan, including roles and responsibilities of the landowners. In addition, the TDM Plan shall include a budget for the full cost of implementing the TDM measures, including operational financial consideration. All TDM Plans shall be completed to the satisfaction of the Development Engineering Department.
- m) The Owner shall submit to the City a Detailed Environmental Noise Assessment and Vibration Report for the proposed development on the lands prepared in accordance with Ministry of the Environment and Climate Change noise assessment criteria as defined in Publication NPC-300, "Environmental Noise Guideline: Stationary and Transportation Noise Sources", to satisfaction of the City. The Owner shall agree in the site plan agreement to implement the recommendations of the final noise report into the design and construction of the buildings on the lands, and include all necessary warning statements on Condominium Declaration and all agreements of purchase and sale or lease of individual units, all to the satisfaction of the City. The Owner shall reimburse the City for the cost of the peer review of the Noise Report, as may be applicable.
- n) The Owner shall enter into an agreement with the City to satisfy all conditions, financial or otherwise, of the City with regard to such matters the municipality may consider necessary including payment of the development levies, financial securities, cost sharing, the design and construction of Street 'A' (Caldari Road extension from Riverrock Gate to a temporary cul-de-sac, which shall terminate before Caldari Road turns into east-west direction) and Street 'B' (Abeja Street); and including the necessary improvements to and signalization of intersection of Riverrock Gate and Caldari Road; installation of the necessary municipal services and utilities, streetscape and landscape elements; cycling infrastructure along the entire Caldari Road extension; and cycling infrastructure along the site frontages of Jane Street, Abeja Street and Caldari Road. The said agreement(s) shall be registered against the lands to which it applies and to the satisfaction of the Development Engineering Department. The said agreement shall be registered with the City prior to the final Site Plan Approval.
- o) The Owner shall pay the applicable fees pursuant to the current Fees and Charges By-law including the Development Engineering Site Plan Complex review fee and building water charge.

- p) The Owner shall satisfy all requirements of the Environmental Services Department, Solid Waste Management Division.
- q) The Owner shall enter into an agreement with the City to convey the following lands, free of all costs and encumbrances, to the City, to the satisfaction of the City. The following required lands are necessary to complete full right-of-ways of the City's public roads:
 - i. Lands necessary to provide a full Public Right-of-Way for Street 'B' (Abeja Street);
 - ii. 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
- r) The Owner shall submit prior to conveyance of lands to the City, and/or any initiation of grading or construction on the lands:
 - i. 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. 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.
 - ii. 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 be required to meet the applicable Standards set out in the Ministry of the Environment and Climate Change (MOECC) 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 satisfactory registration of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MOECC, covering all the lands.
 - iii. Submit a signed and stamped certificate letter prepared by the Owner's Environmental Qualified Person/Professional (QP) stating that they covenant and agree that all lands 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).

- iv. Reimburse the City for the cost of the peer review of the ESA reports and RAP, as may be applicable.
- s) The Owner shall provide construction management plan and traffic control plan to the satisfaction of the City. The construction management plan and traffic control plan shall demonstrate adequate construction management, traffic control measures and designate construction access of the subject development to the satisfaction of the City.
- t) The Owner shall agree that location of construction access of the subject development shall be approved by the City and York Region.
- u) Prior to undertaking any work within the Regional right-of-way of Jane Street (e.g., grading, landscaping etc.), and/or encroaching within the Regional right-of-way of Jane Street with crane swing, hoarding, tie-backs, excavation etc. the Owner must be in receipt of a Site Plan Approval and a Road Occupancy Permit from the Region. To obtain Site Plan Approval the Owner shall meet all requirements from York Region in accordance with their letter dated August 11, 2022 for Site Development File DA.19.010 and also enter into a Site Plan Agreement with York Region.
- v) 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 Site Development File DA.19.010.
- w) To meet dedication requirements under the *Planning Act*, the VOP 2010 (Section 7.3.3 Parkland Dedication) and in-effect Parkland Dedication By-law and applicable amendments, payment-in-lieu of parkland shall be provided, discounting any public parkland dedicated to the City. Real Estate Services shall review and provide comments as required prior to Building Permit. The valuation date of land value for payment-in-lieu, including determining what unit rate shall apply under the Parkland Dedication By-law, shall be the day before the day the required first building permit is issued for the development.
- x) The Owner shall engage a consultant to undertake an analysis of noise. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.

- y) The Owner shall through restrictive covenants to be registered on title and all agreements of Purchase and Sale or Lease/Rental provide notice to the public that the noise isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.
 - z) The Owner shall enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.
 - aa) The Owner shall be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN.
 - bb) The Owner shall provide a sidewalk on at least one side of all streets within this plan, to the satisfaction of the York Catholic District School Board
2. THAT the Site Plan Agreement shall include the following provisions and/or warning clauses, to the satisfaction of the City:
- a) "The Owner shall agree to implement the recommendations of the final noise report into the design and construction of the buildings on the subject lands; and include all necessary warning statements on Condominium Declaration and all agreements of purchase and sale or lease of individual units, all to the satisfaction of the City."
 - b) "Prior to occupancy of each unit, a noise consultant shall certify that the building plans are in accordance with the noise control features recommended by the final approved Detailed Environmental Noise Assessment and Vibration Report. Where a façade, wall, door, window and/or oversized forced air mechanical systems are required by the Noise Report, these features shall be certified by a Professional Engineer at the City's request. The Engineer's certificate must refer to the final Noise Report and be submitted to the City's Chief Building Official and the Director of Development Engineering."
 - c) The Owner shall agree in the Site Plan Agreement to include the necessary warning clauses in agreements of Offer of Purchase and Sale, lease/rental agreements and condominium declarations for all units, including but not limited to the following:

- i. "Purchasers and/or tenants are advised that Caldari Road will be extended northerly to intersect with Rutherford Road in the future in accordance with Vaughan Mills Center Secondary Plan to facilitate development of adjacent lands."
 - ii. "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the individual dwelling units, sound levels from increasing road traffic and adjacent employment/industrial uses may on occasion interfere with some activities of the dwelling occupants as the sound level may exceed the Ministry of Environment and Climate Change's environmental noise guidelines NPC-300."
 - iii. And other additional warning clauses as recommended in the final approved Detailed Environmental Noise Assessment and Vibration Report.
 - iv. "Purchasers and/or tenants are advised that the public parkland may not be fully developed at the time of occupancy. The timing of development, phasing and programming of parkland is at the discretion of the City."
 - v. The Owner shall also agree in the Site Plan Agreement to include a statement in all agreements of Purchase and Sale or Lease advising all future owners and residents of the details regarding solid waste collection and that the development will have private waste collection services.
- d) "Prior to occupancy of each dwelling unit, the Owner shall submit to the City satisfactory evidence that the appropriate statements and warning clauses have been included in Condominium Declaration and all agreements of Offer of Purchase and Sale or Lease."
- e) "The Owner shall agree to include a statement in Condominium Declaration and all agreements of Offer of Purchase and Sale or Lease advising all future owners, tenants and residents of the details regarding solid waste collection and that the development will have private waste collection services."
- f) "For high-density residential development, the Owner shall convey land at a rate of 1 hectare per 300 units and/or pay to the City of Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland at the rate of 1 hectare per 500 units, or at a fixed unit rate, prior to the issuance of a

Building Permit, in accordance with the *Planning Act* and the City of Vaughan's Cash-in-Lieu of Parkland Dedication Policy."

- g) "The Owner shall pay to the City applicable Development Charges in accordance with the Development Charges By-laws of the City of Vaughan, Region of York, York Region District School Board and York Catholic District School Board."
- h) "i) Should archaeological resources be found on the Subject Lands 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.

ii) 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."
- i) The Owner shall agree in the Site Plan Agreement to include the following clause in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease/Rental and condominium declarations of each dwelling unit within 1000 m of the railway right-of-way:
 - i. "Warning: Canadian National Railway Company or its assigns or successors in interest has or have a right-of-way within 1000 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
- j) "The Owner shall agree to provide direct pedestrian and cycling connections to the boundary roadways and adjacent developments, as

well as facilities on the site (e.g. convenient and secure bike racks near entrances) to promote non-auto travel modes.”

- k) “The Owner shall agree to provide interconnections with adjacent developments or existing communities in order to consolidate and reduce the number of accesses onto Regional roads (as per the Regional Official Plan Policy 7.2.53), where appropriate.”
- l) “The Owner shall agree to provide proposed development access via local streets, shared driveways and interconnected properties to maximize the efficiency of the Regional street system (as per the Regional Official Plan Policy 7.2.53), where appropriate.”
- m) “The Owner shall agree to no direct private access is permitted onto Jane Street and Rutherford Road.”
- n) The Owner shall satisfy all requirements from Canada Post
- o) The Owner shall satisfy all requirements from Alectra Utilities Corporation, Enbridge Gas Distribution Inc. and Bell Canada