

**DATE:** January 23, 2023

**TO:** Mayor and Members of Council

**FROM:** Haiqing Xu, Deputy City Manager, Planning and Growth Management

**RE:** **COMMUNICATION - Council – January 24, 2023**

**Item #1, Report #7**

**VMC CONDOS LP. (formerly VMC West GP Inc.)**  
**Site Development File DA.17.015 – 3201 Highway 7 (south-east corner of Highway 7 and Interchange Way)**

---

**Recommendations**

The Deputy City Manager, Planning and Growth Management recommends:

That the staff report for Site Development File DA.17.015 (VMC CONDOS LP.) (formerly VMC West GP Inc.) be amended as follows:

1. THAT the references to “VMC West GP Inc.” and “VMC GP Inc.” found in the “Title” on Page 1, Recommendation #1 on Page 2, and Paragraphs 2 and 4 on Page 3, be deleted and replaced with “VMC CONDOS LP”.
2. THAT the 3<sup>rd</sup> paragraph on Page 8, starting with “Cash-in-Lieu of trees...” be deleted in its entirety and replaced with the following:

***“The Owner shall satisfy all tree removal requirements in accordance with the City’s Tree Protection Protocol Tree Protection Agreement***  
Vaughan Council on March 20, 2018, enacted Tree By-law 052-2018 and Tree Protection Protocol 2018, which requires the City and the Owner to enter into a Tree Protection Agreement for the preservation and protection of private and public trees prior to the issuance of a Building Permit. The Owner shall satisfy any requirements for tree removal and compensation, if required, to the satisfaction of the VMC Program. Conditions of approval respecting these requirements are included in this report.”

3. THAT the first paragraph on Page 14, starting with “Parks Planning Staff...” be deleted in its entirety and replaced with the following:

***“Parks Planning Staff, VMC Program of the Policy Planning and Special Programs Department and the Office of the City Solicitor, Real Estate Department have no objection to the Application and have provided comments. Vaughan Council may choose to accept lands proposed as POPS at full credit toward satisfying parkland dedication requirements***

The Development proposes a privately-owned publicly-accessible space ('POPS') located in the south-east corner of the Subject Lands. Parks Planning and the Real Estate Department have reviewed the Application and have no objection to the POPS, subject to the recommendations of this report to satisfy its parkland dedication requirements to the City's satisfaction. In accordance with Section 42 of the *Planning Act* through Bill 23, *More Homes Built Faster Act, 2022*, the Owner will be required to provide parkland at the alternative rate being the lesser of 1 hectare per 1000 net residential units or 10% of the land proposed for development. The Owner shall receive a parkland credit for a POPS equivalent to the alternative rate or 10% of the lands proposed for development.”

4. THAT the second last sentence within the first paragraph on Page 15, starting with “Alternatively...” be deleted in its entirety and replaced with the following:  
“Alternatively, should a POPS not be proposed, the Owner will not be eligible for a parkland credit and will be required to satisfy its parkland dedication and/or cash-in-lieu requirements to the City's satisfaction.”
5. THAT the first and second paragraph on Page 20 starting with the “Office of the City Solicitor, Real Estate Department has provided comments” be deleted in its entirety.
6. THAT Attachment 1 – DA.17.015 – Conditions of Draft Approval be deleted in its entirety and be replaced with “Attachment 1 – DA.17.015 – Conditions of Draft Approval - Revised, as attached to this Communication as Appendix 1.

## **Background**

Recommendation #1 is administrative to reflect a change to the ownership name at the request of the Applicant. Recommendations #2 to #5 are administrative to clarify the provisions for parkland credit for the proposed POPS in satisfying the parkland dedication requirements, and the requirements for a Tree Protection Agreement. As the Owner has entered into a Section 45(9) Density Bonus Agreement with the City previously, the Subject Lands are not subject to a Community Benefits Charge By-law and the Owner's requirement for community benefits are therefore satisfied.

Recommendation #6 to this Communication contains administrative amendments to the Conditions of Draft Approval at the request of the Applicant to provide clarity on the parkland credit provisions and other conditions and clauses prior to final approval of the

Site Plan and issuance of a building permit. The extent of the revisions include the clarification for the parkland credit, deletion of the Community Benefits Charge By-law requirements, and removal of the Area Specific Development Charges (ASDC) requirement for the VMC West Interchange Sanitary Sewer, modifications to conditions respecting final landscape boulevard designs along Interchange Way, modifications to the requirements for a public-access easement for the privately-owned publicly-accessible space and modifications to the requirements for the Tree Protection Agreement.

For more information, contact Christina Bruce, Director, Policy Planning and Special Programs ext. 8231.

Respectfully submitted by

A handwritten signature in black ink, appearing to read 'Haiqing Xu', with a stylized, flowing script.

Haiqing Xu, Deputy City Manager,  
Planning and Growth Management

**Attachments**

1. Appendix 1 – Attachment 1 – DA.17.015 – Conditions of Draft Approval - Revised

**ATTACHMENT 1 – Conditions of Draft Approval (Site Plan)-  
REVISED**

Site Development File DA.17.015

VMC CONDOS LP. ('The Owner')

Conditions of Site Plan Approval:

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

- a. The final site plan, building elevations (including updated office building elevations – as shown in Attachment 12), landscape cost estimate, landscape and streetscape drawings, detailed wind tunnel model, photometric lighting plans sun/shadow analysis and wayfinding / signage design will be approved to the satisfaction of the City prior to final approval by the VMC Program. The wind and sun/shadow analysis must include existing and planned neighbouring buildings; and final design must demonstrate the incorporation of mitigation measures to ensure favourable micro-climatic conditions for people sitting, standing and walking within the public realm, all privately-owned publicly accessible areas and private rooftop exterior amenity terraces;
- b. The VMC Program shall approve the final boulevard design along Interchange Way to provide an Enhanced Level of Service as previously approved by Council. The Owner shall submit the detailed boulevard design and landscape plans to be reviewed to the satisfaction of the VMC Program;
- c. The Owner shall successfully obtain approval of a Minor Variance Application(s) from the Vaughan Committee of Adjustment to permit site-specific standards to the C9 Corporate Centre Zone. The Committee's decision regarding the Minor Variance Application shall be final and binding, and the Owner shall satisfy any conditions of approval imposed by the Committee;
- d. The Owner shall submit to the City final 3D digital massing and detail models of the development, which shall include the accurately geo-referenced digital data, as outlined in the Draft VMC Submission Protocol, to the satisfaction of the VMC Program. If the 3D digital model of the development has not been completed by the Owner and provided to the City prior to the execution of the Site Plan Agreement, the Owner shall provide a separate Letter of Credit in a format satisfactory to the City of Vaughan in the amount of \$12,000.00 to guarantee the completion of the model;
- e. The Owner shall demonstrate that the tree soil volumes for each tree planted will meet or exceed the minimum requirement of 20 cubic metres of growing medium in a shared tree pit or 30 cubic metres of growing medium in a stand-alone tree pit to encourage the growth of large caliper shade trees, to the satisfaction of the City;

- f. The Owner shall enter into a Development Agreement, to advance the necessary servicing, road improvements on Interchange Way from Highway 7 to the terminus point at Interchange Way and provisions for the future east-west and north-south roads. The Agreement may include but not be limited to the requirement for front-end financing, cost-sharing, land conveyance, detailed design and construction of all facilities as identified in the ultimate road cross section of the VMC Secondary Plan. The Owner will be eligible for the cost recoveries through the City's Development Charges fund, to the satisfaction of the City.

The agreement shall include but not limited to the following:

- Design and construction of Interchange Way widening along the development frontage.
  - Lands for the future local roads on the Owner's side to be conveyed through the Development Agreement. The Owner shall arrange to register the reference plan at their expense for the conveyance of the Interchange Way widening, future unnamed municipal R.O.W (Street 'A' & 'B', North-South Road and East-West Road) and the required reserve and easements as shown on the draft 65R Plan (Job No. 16-152 prepared by KRCMA) prepared to the satisfaction of the City. Dedication by-law will be required to dedicate the road widening/new road as public highway.
  - The City to grant temporary easement over the interim driveway off Highway 7 for access. The Owner shall be responsible for the operation, maintenance and liability of the interim driveway.
  - The City to grant temporary easement for the Owner to maintain the strip of lands along the south limit (part of the future east-west road) until the construction of future Street "A". The Owner shall be responsible for the operation, maintenance and liability of the interim easement.
  - For the two future local roads, the Owner shall be responsible for half of the road construction cost (i.e. 50% of the total construction cost - pavement, boulevard, sewers, street lighting, landscape) including the removal/restoration of any interim measures along the development frontage. (i.e. temp. access to Highway 7, median modification, future driveway access to the new local road, storm service connection). The adjacent landowners will be responsible for the balance of the construction cost and complete the road construction as part of their re-development proposals.
  - The Owner shall provide a letter of credit for the future local road construction, as part of the Development Agreement. The letter of credit will be replaced by cash contribution by the time of the Interchange Way widening assumption.
- g. The Owner shall work with the City and the adjacent landowners to the east and south to advance the construction and implementation of the future east-west and north-south roads. The future roads shall be designed to the satisfaction of the

VMC Program Division of the Policy Planning and Special Programs Department with any permanent and/or interim works including drainage design, grading adjustment and illumination.

- h. The Owner shall agree to follow the TDM Plan as provided in the Transportation Impact Study by BA Group, dated September 21, 2022 (as revised), including the funding and implementation of TDM measures, on-going management and operation, monitoring and review of the TDM Plan. The Owner shall submit TDM Plan Updates, after conducting transportation surveys, to the satisfaction of the City of Vaughan Development Engineering Department and Policy Planning and Special Programs Department.
- i. The Owner shall implement as part of the site construction all pavement marking and signage as proposed in the Functional Street Design and Signage Plans by BA Group (Project No. 5939-21) dated September 21, 2022.
- j. Prior to final Site Plan approval, the Owner shall submit the final site servicing and grading plan, sediment control plan, utility coordination plan, hydrogeological report, geotechnical report, noise and vibration feasibility study, transportation impact study, functional servicing and stormwater management report, exterior street and site lighting plan, engineering drawings and dewatering plan to the satisfaction of the City.
- k. Prior to final Site Plan approval, the Owner shall submit the construction management plan that identifies such matters as staging, phasing, building material storage, contractor parking and construction access, and the Owner shall enter into an Encroachment Agreement with the City.
- l. The Owner shall carry out, at no cost to the City, any temporary access and drainage works that is necessary to support the development under the interim condition to the satisfaction of the City.
- m. The Owner shall also register on title and carry out at no cost to the City, any temporary or permanent easement, access and drainage works that may be necessary to support the Development in the interim condition to the satisfaction of the City.
- n. Prior to final Site Plan approval, the Applicant shall address the engineering comments dated October 21, 2022 (as revised), to the satisfaction of the Policy Planning & Special Programs (VMC Development Engineering).
- o. Prior to the conveyance of the road widening and daylight triangle, the Owner shall implement the following to the satisfaction of the City:
  - l. Submit a Phase One Environmental Site Assessment (ESA) report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan (RAP), Phase Three ESA report in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) for the lands within the Plan, including reliance on the report(s) from the environmental consultant to the City;

- II. If remediation of any portions of the conveyance block(s) is required to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of the Record(s) of Site Condition ('RSC's) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering the entire conveyance block(s) following remediation;
  - III. Submit a sworn statutory declaration by the Owner confirming the environmental condition of the conveyance block(s); and
  - IV. Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
- 
- p. The Owner shall submit to the City a detailed environmental noise and vibration impact study for the proposed development on the lands prepared in accordance with Ministry of the Environment, Conservation, and Parks (MECP) noise assessment criteria as defined in Publication NPC-300, "Environmental Noise Guideline-Stationary and Transportation Noise Sources", to satisfaction of the City.
  - q. Prior to initiation of any construction, the Owner shall submit an application to Public Works, Environmental Services Department to obtain an approval for groundwater discharge required for the proposed development and enter into an agreement and/or permit to discharge groundwater as required by the City.
  - r. If Permanent (Long-Term) Private Water Discharge (as defined in By-law 130-2022) to the City's municipal sewer system is required for any Private Water Drainage System (as defined in By-law 130-2022), the Owner shall submit an application to Public Works, Environmental Services Department to obtain an approval for permanent discharge ("Permanent Discharge Approval"), required for the proposed development to discharge groundwater or any Private Water Drainage System discharge 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 Water Drainage System (as defined in By-law 130-2022), shall not exceed the allowable flow rates discharged to the Vaughan's storm sewer system as approved by Development Engineering.
  - s. The Owner shall satisfy all requirements of York Region Community Planning and Development Services Department;
  - t. The Owner shall satisfy all requirements of the Ministry of Transportation Ontario ('MTO'); and,
  - u. The Owner shall satisfy all requirements of Alectra Utilities Corporation, Bell Canada, Canada Post and Enbridge Gas;

2. THAT prior to the execution of the Site Plan Agreement or the issuance of the first building permit, whichever occurs first:
  - a. The Owner shall provide the alternative rate being the lesser of 1 hectare per 1000 net residential units or 10% of the land proposed for development in accordance with Section 42 of the *Planning Act*, the VOP 2010, and By-Law 168-2022. The Owner shall receive a parkland credit for a privately-owned publicly-accessible space ('POPS') equivalent to the lesser of the alternative rate or 10% of the land proposed for development. Alternatively, should a POPS not be proposed, the Owner will not be eligible for a parkland credit and will be required to satisfy its parkland dedication and/or cash-in-lieu requirements to the City's satisfaction;
  - b. The Owner shall execute and register on title an Agreement with the City, which will acknowledge the City's acceptance of an interest in lands proposed as privately-owned publicly-accessible space ('POPS') at full credit towards satisfying the parkland dedication requirements for the development, should the Development be deemed eligible for any parkland credits subject to Vaughan Council's approval. The Agreement shall satisfy all criteria in accordance with Section 3(4) of the Parkland Dedication By-law 168-2022, and shall include, but not be limited to, the design and maintenance of the POPS; easement in favour of the City for the purpose of permitting interrupted and unobstructed public pedestrian ingress, egress, access, use and enjoyment in, on, across, over and upon the POPS; ownership and future condominium corporation responsibilities; replacement of damaged furnishings; securities, indemnities; reserve fund requirements, all to the satisfaction of the City. The Mayor and City Clerk shall execute any required agreements and documents that are related to the POPS. The Owner shall develop the design of the POPS in accordance with the VMC Streetscape and Open Space Plan and the VMC Urban Design Guidelines, to be approved through the Site Development process (File DA.17.015), to the satisfaction of the VMC Program. The Owner will own and maintain the POPS, and such obligations will be assumed by the future condominium corporation;
  - c. The Owner shall submit to the City a \$1.2 million dollar Section 45(9)/Section 37 cash contribution towards the City's capital reserve for the Public Art Program within the VMC, in lieu of the original on-site public art installation required by the conditions of approval approved by Vaughan Council on June 19, 2018, in respect of DA.17.015, to be paid prior to the issuance of the first building permit for the Development, other than a building permit solely for excavation and shoring. The \$1.2 million dollar Section 45(9)/37 cash contribution satisfies the balance of the community benefits for the Development, and no further community benefits charges are required under By-law 201-2022.
  - d. Prior to the execution of the Site Plan Agreement, the Owner shall implement the following to the satisfaction of the City:
    - a) Review and address City's and its peer reviewer's comments on their latest Noise and Vibration Assessment report submitted;



- b) Submit a detailed noise report complying with the final architectural drawings and recommend appropriate mitigation measures and warning clauses accordingly;
- c) Should the designation of the Class 4 acoustical area be required, the Owner shall submit the following:
  - i. A copy of the registered plan of survey (i.e. R-Plan) showing the boundaries of the portion of the development use for, to the satisfaction of the City;
  - ii. A copy of the executed agreement with the applicable stationary source owner registered on-title, addressing the noise mitigation measures as identified in the accepted Noise Impact Feasibility Study; and,
  - iii. Prior to applying for occupancy, the Owner shall submit a noise certification letter, prepared by a noise consultant, confirming the construction and implementation of the noise mitigation measures as identified in the accepted Noise Impact Feasibility Study.
- e. If required by the VMC Program and Parks, Forestry and Horticulture Department, the Owner shall enter into a Tree Protection Agreement which includes a security for trees to be preserved and protected in accordance with the approved Arborist Report. The value of the security associated with the City's Tree Protection Agreement is determined through the following:
  - Tree compensation formula provided in the Arborist Report based on the City Tree Replacement Requirement
  - The costs associated with tree protection measures (i.e. tree protection fencing, silt barriers etc.)
  - The costs associated with actual tree removals

The Owner shall also pay to the City the Tree Protection Agreement fee in accordance with the City's Fee By-law 158-2021;

3. THAT the implementing Site Plan Agreement shall include the following clauses:

- a. The Owner shall provide a Letter of Credit in the amount of \$5,000.00 to secure for two (2) follow-up travel surveys following the baseline survey, in accordance with the Transportation Impact Study;
- b. The Owner shall agree that prior to the registration of a future plan of condominium, a noise consultant shall certify that the building plans are in accordance with the noise control features recommended by the approved Noise Report. Where wall, window and/or oversized forced air mechanical systems are required by the Noise Report, these features must be certified by a Professional Engineer at the City's request. The Engineer's certificate must refer to the final Noise Report and be submitted to the Director of Policy Planning and Special Programs Department;

- c. The Owner shall agree to implement all traffic control measures on-site as outlined in the Transportation Impact Study, including the implementation of the pavement marking and signage plan, traffic control systems such as flashing beacons, as provided in the Transportation Impact Study by BA Group dated September 21, 2022 (as revised) for all internal and external areas of the site, including interim and ultimate conditions;
- d. The Owner shall agree to follow the TDM Plan as provided in the Transportation Impact Study by BA Group, September 21, 2022 (as revised), including the funding and implementation of TDM measures, on-going management and operation, monitoring and review of the TDM Plan. The Owner shall submit TDM Plan Updates, after conducting transportation surveys, to the satisfaction of the City of Vaughan Development Engineering Department and Policy Planning and Special Programs Department;
- e. The Owner shall implement all physical and programmatic Transportation Demand Management measures as approved in the TDM plan of the Final TIS prepared by BA Group;
- f. Prior to initiation of any construction, the Owner shall submit an application to Environmental Services Department for any dewatering system that is required for the construction, and enter into a permit to discharge ground water as required by the City;
- g. The Owner shall agree to include the necessary warning clauses in all agreements of Offer of Purchase and Sale, Condominium Agreements and condominium declarations including but not limited to the following:
  - “This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring the indoor sound levels are within the sound level limits of the City and the Ministry of Environment, Conservation and Parks.”
  - “Purchasers and/or tenants are hereby put on notice that the Telecommunications Act, the Innovation, Science and Economic Development Canada (‘ISED’) and the Canadian Radio-television and Telecommunications Commission (‘CRTC’) authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.”
  - “Purchasers/tenants are advised that this development is in proximity to various commercial developments including York Region Rapid Bus Terminal, and that sound levels may at times be audible.”

- “Purchasers/tenants are advised that the construction of Street A and Street B (the east-west road and north-south road) along the east and south side of the development may not be completed prior to full occupancy. The future condominium corporation(s) shall agree to work with the adjacent developer/consultant/contractors to facilitate the ultimate construction of these streets. Purchasers/tenants are advised that the construction limits will include works within the private realm, including the removal of the temporary driveway providing access to Highway 7, to prepare the road to be constructed to its ultimate condition; and therefore, major coordination will be required on-site to inform and minimize any access disturbances to the existing residents.”
  - “Purchasers/tenants are advised that the Owner (VMC CONDOS LP.) shall carry out at no cost to the City or any future condominium corporations the responsibility for final costing of construction of Street A and B within the lands related to this application based on the cost sharing methodology. The final costing is subject to the timing of road construction to its ultimate condition once the adjacent lands are subject to redevelopment, which it shall be delivered at no cost to the City of Vaughan in accordance with the Local Servicing Policy.”
- h. The Owner shall agree to make the necessary arrangements with the City’s Environmental Services Department for the supply of potable water for construction purposes and implement a water flushing program to maintain the water quality;
- i. Prior to the discharge of any water originating from a source other than Vaughan’s water supply, including water originating from groundwater accumulating or collected on private lands (“Private Groundwater Discharge”) to Vaughan’s storm sewer system, the Owner/Condominium Corporation shall obtain a discharge approval for permanent dewatering (“Permanent Discharge Approval”) from Vaughan prior to the release of Site Plan Approval, if required by Vaughan. The following terms and conditions within this section and sections (i, j, and k) are subject to Vaughan requiring a Discharge Approval, if applicable.
- i. The Owner shall agree to install all works to carry out the Private Water Discharge (“Discharge and Related Works”) in accordance with the terms and conditions of the Permanent Discharge Approval, all to Vaughan’s satisfaction. Furthermore, the Owner shall ensure that all Discharge and Related Works are in good standing with the Discharge Approval.
  - ii. Prior to registration of the condominium on the Lands, the Owner shall ensure that the Discharge Approval is in full force and effect and that the Discharge and Related Works are in good standing in accordance with the terms and conditions of the Discharge Approval and operating

to Vaughan's satisfaction.

- iii. Upon registration of the condominium on the Lands, the Owner (which shall then be the condominium corporation) shall apply for and obtain a renewal of the discharge approval within thirty (30) days of registration or prior to the expiry date on the discharge approval, whichever occurs first, such that the Owner (condominium corporation) shall assume and become responsible for the discharge approval and the Discharge Related Works.
  - iv. Fees related to Discharge Approval renewals shall apply in accordance with the City's Sewer Use By-law 130-2022, as amended or replaced.
  - v. Upon the Owner's application to renew the Discharge Approval in accordance with section 1(iii), the Owner shall provide a report prepared and sealed by a licensed professional geoscientist, in the province of Ontario, attesting that all Private Water Discharge comply with the requirements of the Permanent Discharge Approval issued by Vaughan.
- j. That the Owner agrees that post-development flow rates discharged to Vaughan's storm sewer system from the Lands, including Private Groundwater Discharge, shall not exceed the pre-development/allowable flow rates discharged to Vaughan's storm sewer system as approved by Development Engineering and per the Discharge Approval. The Owner may be required to add or modify the Discharge and Related Works to Vaughan's satisfaction, all at the Owner's sole cost and expense. Should the Private Groundwater Discharge flow rate be exceeded resulting in a post-development flow rate greater than the allowable flow rate to the City of Vaughan's storm sewer, mitigation measures are required to the satisfaction of the City of Vaughan to achieve the allowable release rate;
- k. The Owner's right to Private Groundwater Discharge from its Lands into the Vaughan's sewer system is subject to all terms and conditions of this Agreement, the Discharge Approval, if required, the Vaughan's Sewer Use By-Law 130-2022, as amended or replaced, and all applicable laws and regulations;
- l. The Owner shall agree that in the event the Owner fails to comply with any of the terms and conditions set out in sections i, j, k above, Vaughan may immediately suspend, terminate or revoke, at Vaughan's sole discretion, any discharge privileges granted under this Agreement and/or the Permanent Discharge Approval, if applicable;
- m. The Owner will be required to pay applicable Development Charges in accordance with the Development Charges By-laws of the City of Vaughan, Region of York, York Region District School Board and York Catholic District School Board;

- n. The Owner shall provide the alternative rate being the lesser of 1 hectare per 1000 net residential units or 10% of the land proposed for development in accordance with Section 42 of the *Planning Act*, the VOP 2010, and By-Law 168-2022. The Owner shall receive a parkland credit for a privately-owned publicly-accessible space ('POPS') equivalent to the lesser of the alternative rate or 10% of the land proposed for development. Alternatively, should a POPS not be proposed, the Owner will not be eligible for a parkland credit and will be required to satisfy its parkland dedication and/or cash-in-lieu requirements to the City's satisfaction;
- o. Should archaeological resources be found on the property during construction activities, the Owner must immediately cease all construction activities and notify the Ontario Ministry of Tourism, Culture and Sport and the Development Planning Department, Urban Design and Cultural Heritage Division;
- p. If human remains are encountered during construction activities, the Owner must immediately cease all construction activities. The Owner shall contact the York Regional Police Department, the Regional Coroner, the Registrar of the Cemeteries and Crematoriums Regulation Unit of the Ministry of Government and Consumer Services, and the City of Vaughan Development Planning Department, Urban Design and Cultural Heritage Division;
- q. The Owner/Developer will provide the building with its own centralized mail receiving facility. This lock-box assembly must be rear-loaded, adjacent to the main entrance and maintained by the owner/developer in order for Canada Post to provide mail service to the tenants/residents of this project. For any building where there are more than 100 units, a secure, rear-fed mailroom must be provided;
- r. The Owner/Developer agrees to provide Canada Post with access to any locked doors between the street and the lock-boxes via the Canada Post Crown lock and key system. This encompasses, if applicable, the installation of a Canada Post lock in the building's lobby intercom and the purchase of a deadbolt for the mailroom door that is a model which can be retrofitted with a Canada Post deadbolt cylinder;
- s. The Owner/Development is advised to contact Canada Post to verify new postal codes for the proposed development and to contact Canada Post during the design stage of the proposed development to discuss a suitable mailbox/mailroom location;
- t. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada;
- u. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or

easements at their own cost;

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

Consultant;

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