

ATTACHMENT 1

**CONDITIONS OF DRAFT APPROVAL
DRAFT PLAN OF SUBDIVISION 19T-18V008 ('THE PLAN')
2748355 CANADA INC. ('THE OWNER')
PART OF LOT 4, CONCESSION 5, CITY OF VAUGHAN**

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

The Owner shall satisfy the following Conditions of Approval:

1. The Conditions of Approval of the City of Vaughan as set out on Attachment 1a.
2. The Conditions of Approval of York Region set out on Attachment 1b and dated September 26, 2018.
3. The Conditions of Approval of the Ministry of Transportation Ontario set out on Attachment 1c and dated February 26, 2019.

Clearances

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

ATTACHMENT 1A
CONDITIONS OF DRAFT APPROVAL

DRAFT PLAN OF SUBDIVISION FILE 19T-18V008 ('THE PLAN')
2748355 CANADA INC. ('THE OWNER')
PART OF LOT 4, CONCESSION 5, CITY OF VAUGHAN
THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN ('CITY') THAT
SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF THE
PLAN ARE AS FOLLOWS:

City of Vaughan Conditions

1. The Plan shall relate to the Draft Plan of Subdivision, prepared by IBI GROUP, File No. 117698 and dated February 15, 2019.
2. The lands within this Plan shall be appropriately zoned by a Zoning By-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. The Owner shall pay all outstanding application fees to the City's Development Planning Department, in accordance with the in-effect Tariff of Fees By-law.
4. The Owner shall enter into a Subdivision Agreement and Development Agreement, if necessary, with the City to satisfy all conditions, financial or otherwise of the City, regarding such matters as the City may consider necessary, including the payment of development charges, the provision of roads and municipal services, landscape, financial securities, and land conveyance. The said Agreement shall be registered against the lands to which it applies.
5. The road(s) allowances included within the Plan shall be dedicated as public highways without monetary consideration.
6. The road allowances included in the Plan shall be named to the satisfaction of the City and York Region.
7. 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 m reserves, as required. The pattern of the streets and the layout of blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
8. Any dead ends or open sides of road allowances created by the Plan shall be terminated in 0.3 m reserves, to be conveyed to the City without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.

9. 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.
10. The Owner shall agree in the Subdivision Agreement that no Building Permit(s) will be applied for or issued until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the Development.
11. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost of any external municipal services that have been designed and oversized by others to accommodate the Development. The City agrees to utilize its reasonable efforts to recover the Owner's costs of any external municipal services that have been designed and oversized by the Owner to accommodate any benefitting owners.
12. Prior to final approval of the Plan, the Owner shall submit a revised environmental noise assessment, prepared in accordance with MECP NPC-300 for review and approval by the City. The preparation of the revised environmental noise assessment shall include the ultimate traffic volumes associated with the surrounding road network and stationary noise sources on adjacent commercial/employment uses. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved revised environmental noise assessment and include the necessary warning clauses in all Offers of Purchase and Sale or Lease, to the satisfaction of the City.
13. The following warning clauses shall be included in all Offers of Purchase and Sale or Lease for all Lots and/or Blocks within the Plan:
 - a) "Purchasers and/or tenants are advised that despite the inclusion of noise control features within the development area and within individual units, noise levels from construction activity may continue to be of concern occasionally interfering with some activities of the building occupants."
 - b) "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."

14. The Owner shall dedicate all roads, daylight triangles, and road widenings included within the Plan as public highways without monetary consideration and free of all encumbrances.
15. The Owner shall agree in the Subdivision Agreement that the construction access shall be provided only in a location approved by the City. Construction staging areas, staging and construction vehicle parking plans shall be approved by the City.
16. Prior to final approval of the Plan, the Owner shall convey all necessary easements as may be required for utility, drainage or construction purposes to the appropriate authority(ies), free of all charge and encumbrance.
17. Prior to final approval of the Plan, the Owner shall submit to the City for review and approval a detailed geotechnical report, hydrogeological report, and dewatering report, to the satisfaction of the Development Engineering Department, which shall address 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
 - c) design considerations for municipal services and structures
 - d) the recommendations including pavement design structure for ideal and non-ideal conditions.
18. Prior to final approval of the Plan, the Owner shall prepare construction drawings for review and approval, details of the sewer and water system, plan and profile drawings within and along the development limit, intersection of Street B / Street A / Street C / Interchange Way. The Owner agrees to adjust the Block and road property limits on the final Plan based on the approved road alignment and right-of-way width, to the satisfaction of the City.
19. Prior to earlier of the initiation of any grading or registration of the Plan, the Owner shall submit to the City for review and approval a detailed engineering report that conforms with the VMC Master Servicing Strategy Study, to the satisfaction of the City. The detailed engineering report shall describe the storm drainage system for the Development within the Plan and include the following:
 - 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
- d) proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction
- e) scope and timing of the existing Interchange stormwater management pond
- f) storm sewer improvements and Low Impact Development ('LID').

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

- 20. The Owner shall relocate or decommission any existing municipal infrastructure or utilities, whether internal or external to the Plan to facilitate the Plan, at its own expense, to the satisfaction of the City.
- 21. The Owner shall agree in the Subdivision Agreement to design, purchase material and install a buried hydro distribution system for the LED street lighting system in the Plan in accordance with City Standards and specifications and the VMC requirements, to the satisfaction of the City.
- 22. The Owner shall agree in the Subdivision Agreement to maintain adequate chlorine residuals in the watermains within the Plan after successful testing and connection to the potable municipal water system and continue until determined by the City or until assumption of the Plan. To maintain adequate chlorine residuals, the Owner will be required to retain a licensed water operator to flush the water system and sample for chlorine residuals on a regular basis 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 provide a copy of the fully executed Subdivision Agreement to:
 - a) Toronto and Region Conservation Authority ('TRCA')
 - b) York Region District School Board
 - c) York Catholic District School Board

- d) Canada Post
 - e) Canada National Railway ('CN')
 - f) Municipal Property Assessment Corporation ('MPAC')
 - g) Alectra Utilities Corporation
 - h) Enbridge Gas
 - i) the appropriate telecommunication provider
 - j) NavCanada
 - k) Bombardier Aerospace
 - l) Ministry of Transportation Ontario ('MTO')
 - m) York Region.
24. The Owner shall prepare, and the Development Engineering Department shall approve the final site servicing and grading plan, erosion control plan, functional servicing and stormwater management reports and drawings, site illumination plan, utility coordination plan, geotechnical and hydrogeological reports, Traffic Impact Study ('TIS'), and Transportation Demand Management ('TDM') Plans. Additional information and documents may be required. The Owner shall agree in the Subdivision Agreement to implement the recommendations of these reports and plans in the Plan to the satisfaction of the City.
25. Prior to final approval of the Plan, the Owner shall submit, to the satisfaction of the City, a listing prepared by an Ontario Land Surveyor of all the Block areas, frontages and depths in accordance with the approved Zoning By-law for all Blocks within the Plan.
26. Prior to final approval of the Plan, the Owner's Consultant shall certify that the roads and municipal services within the Plan have been designed to comply with the approved Functional Servicing Report, Master Servicing Strategy Study for the VMC, and Transportation Master Plan.
27. Prior to final approval of the Plan, the Owner shall provide confirmation that satisfactory arrangements have been made with a suitable telecommunication provider(s) to provide 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 to the appropriate telecommunication provider(s).
28. Prior to final approval of the Plan, the Owner shall satisfy the following:

- a) provide a functional road/intersection analysis/design to address the right-of-way under ultimate development conditions. The required road allowances shall be designed in accordance with the City and York Region's standards for road and intersection design
 - b) provide a phasing and implementation plan, which includes details concerning such matters as the ultimate and interim traffic and transportation system, storm water management, and servicing to the satisfaction of the City and York Region and it should specify the required infrastructure improvements and development triggers to support the development of the subject lands
 - c) submit an updated detailed Traffic Impact Study addressing all the transportation related comments as detailed below to inform the detailed design of Streets A, B and C:
 - i) a signal warrant analysis for the intersection of Interchange Way and Millway Avenue for the interim conditions. If signalization is warranted for the interim condition at this intersection, the Owner shall design and construct an interim traffic signal at this location to the satisfaction of the City at the expense of the Owner
 - ii) A revised Transportation Demand Management (TDM) Plan to the satisfaction of the City of Vaughan's Development Engineering department and York Region. This shall include detailing the proposed TDM program including management and monitoring of the proposed TDM measures
 - d) submit engineering plans showing, as applicable, all sidewalk locations and YRT/Viva standing area and shelter pad subject to YRT/Viva approval, to the satisfaction of the City and York Region.
29. Prior to final approval of the Plan, the Owner shall confirm that the necessary provisions of the *Environmental Assessment Act* and Municipal Class Environmental Assessment for Municipal Roads, Water and Wastewater Works as they may apply to the proposed primary roads and related infrastructure matters have been met.
30. The Owner shall agree in the Subdivision Agreement to pay its proportionate share of the cost associated with implementing the recommendations of the approved VMC Master Servicing Plan to the satisfaction of the City. Financial commitments will be secured based on the City's latest available cost estimates for the required infrastructure improvements.

31. The Owner shall agree in the Subdivision Agreement to design and construct at no cost to the City the municipal services and storm water drainage infrastructure for the Plan, in accordance with the final recommendations and conclusions of the approved VMC Master Servicing Strategy and City standards, to the satisfaction of the City.
32. Prior to the earlier of either the final approval of the Plan, the conveyance of land, or any initiation of grading or construction, the Owner shall implement the following, to the satisfaction of the City:
 - a) submit a Phase One ESA report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan ('RAP'), Phase Three ESA report in accordance with Ontario Regulation (O.Reg.) 153/04 (as amended) for the lands within the Plan. The sampling and analysis plan prepared as part of the Phase Two ESA, Phase Three ESA, and RAP shall be developed, implemented and completed in consultation with the City
 - b) for park/open space block(s) that are being conveyed to the City, submit a Phase Two ESA report in accordance with O.Reg. 153/04 (as amended) assessing all park/open space block(s) in the Plan for contaminants of concern to the satisfaction of the City. On-site sampling of the park/open space block(s) shall be conducted only after the City has certified the rough grading of the park/open space block(s), but prior to the placement of topsoil and landscaping. The sampling and analysis plan prepared as part of the Phase Two ESA shall be developed, implemented, and completed in consultation with the City
 - c) should a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan be required to meet the applicable Standards set out in the MOE 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 ('RSC's) filed on the Environmental Site Registry including the acknowledgement letter from the MOE, covering all the lands within the Plan
 - d) submit a certificate letter prepared by the Owner's Qualified Person stating that the Owner covenants and agrees that all lands within the Plan and any lands and easements external to the Plan to be dedicated to the City and York Region were remediated in accordance with O. Reg. 153/04 (as amended) and the accepted RAP (if applicable), are suitable for the intended land use, and meet the applicable Standards set out in the MOE

document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the *Environmental Protection Act*" (as amended)

- e) Reimburse the City for the cost of the peer review of the ESA reports and RAP, as may be applicable.
33. The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots and Blocks on the Plan.
- a) Purchasers and/or tenants are advised that Street B will be extended northerly in the future in accordance with VMC Secondary Plan to facilitate development of adjacent lands without further notice."
 - b) "Purchasers and/or tenants are advised that Street A will be extended westerly in the future in accordance with VMC Secondary Plan to facilitate development of adjacent lands without further notice."
34. The following warning clauses shall be included in the Agreement of Purchase and Sale, Condominium Declarations, Condominium Agreement(s) and Subdivision Agreement:
- a) "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 on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment, Conservation, and Parks."
 - b) "This dwelling unit has been supplied with a central air conditioning system which will allow windows closed and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment, Conservation, and Parks."
 - c) "Purchasers/tenants are advised that due to the proximity of the nearby commercial/office/retail facilities, sound levels from these facilities may at times be audible."
 - d) "Purchasers are advised that due to the proximity of the nearby IKEA store and warehouse, sound levels from these facilities may at times be audible."
35. Prior to earlier of the initiation of any grading or construction on the Plan, the Owner shall install erosion and sediment control. The erosion and sediment control plan shall be designed and approved to the satisfaction of the City.

36. Prior to earlier of the registration of the Plan or commencement of construction on the lands, the Owner shall provide plans and designs for the grading of the lands, the roads, and municipal services to the satisfaction of the City.
37. Prior to commencement of construction, the Owner shall obtain necessary approvals from MECP for all sewage works that service the Development including, but not limited to, proposed stormwater management facilities (sewers, underground storm tank and oil and grit separator), sanitary sewers and watermain.
38. The Owner shall enter into an agreement with the adjacent landowner ('IKEA') to provide the necessary noise mitigation measures on the IKEA site, all to the satisfaction of the City.
39. The Owner shall agree in the Subdivision Agreement to design and construct Streets A and B, together with their associated services (including watermain, sanitary sewer, storm sewer), to the satisfaction of the City. Components of these road works are considered growth related and included in the 2018 City's Development Charges Background Study.
40. The Owner shall agree in the Subdivision Agreement to design, replace, and construct to the approved engineering drawings the necessary road improvements along Interchange Way, together with their associated services (including watermain, sanitary sewer and storm sewer), to the satisfaction of the City. Components of these road works are considered growth related and included in the 2018 City's Development Charges Background Study.
41. The Owner shall agree to enter into a Development Agreement / Subdivision Agreement to design, replace, and construct to the approved engineering drawings the sanitary sewer improvements along Interchange Way from Regional Road 7 to Street C, and along Street C from Interchange Way to Street A, and along Street A from Street C to Street B to service the Plan, in accordance to the VMC Master Servicing Strategy and updated MESP, all to the satisfaction of the City. ASDCs are in place for these sanitary sewer improvements but are under appeal.
42. The Owner shall design and construct the following streetscape works in accordance with City standards, the "City-wide Streetscape Implementation Manual" and "VMC Streetscape & Open Space Plan" (collectively, the "Streetscape Guidelines"), to the satisfaction of the City. The streetscape works shall also be designed and constructed to complement and be coordinated with the design and construction of the Millway Avenue boulevard works installed north of Regional Road 7, to the satisfaction of the City.

43. The Owner shall design and construct:
- a) the streetscape along the south side of Interchange Way from the local north-south road (Street C) to Millway Avenue (Street B) at a standard urban level of service to the satisfaction of the City (the 'South Interchange Way Works')
 - b) the streetscape along both the west and east sides of Millway Avenue (Street B) from Interchange Way to Exchange Avenue (Street A) at a premium level of service to the satisfaction of the City (the 'Millway Avenue Works')
 - c) the streetscape along both the west and east sides of Street C from Interchange Way to Street A at a standard urban level of service to the satisfaction of the City (the 'local road Works'). The Owner shall provide additional plantings and landscape treatment along the west side of the local road to provide increased visual and noise buffering from the adjacent property, to the satisfaction of the City
 - d) the streetscape along the north side of Street A from Street C to Street B at an enhanced urban level of service to the satisfaction of the City (the 'Exchange Avenue Works')
 - e) the streetscape within the pedestrian mews from Street C to Street B at an enhanced level of service to the satisfaction of the City (the 'Mews Works'). The Owner shall provide a seamlessly designed landscape that is coordinated with the adjacent streetscapes and surrounding private realm open space, to the satisfaction of the City.

The South Interchange Way Works, Millway Avenue Works, north-south local road Works, Exchange Avenue Works, and Mews Works are collectively referred to herein as the 'Streetscape Works.'

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

satisfaction of the City. Securities will be taken based on the full cost of the works.

46. In the event that there is additional work or increases in the cost of the Streetscape Works attributable to unforeseen circumstances or other problems encountered during construction by the Owner, the Owner shall notify the City but the Owner shall not be obligated to obtain the City's consent to authorize such additional work or increase in the cost of the Streetscape Works, except for major changes that exceed ten percent (10%) of the original cost of any one item in the construction contract for the project, in which case the City's consent shall be required. As construction proceeds, the Owner shall produce, if requested, copies of all supplementary contracts and change orders to the City for information.
47. Components of the South Interchange Way, Street B and Street A urbanization are included as City-wide Development Charge Projects in the 2018 Development Charges By-Law as required to service growth within the VMC Secondary Plan Area. In accordance with this section, the Owner may be entitled to a Development Charge reimbursement for a portion of its costs related to the design and construction of the South Interchange Way, Millway Avenue and Exchange Avenue Works, as described as Area "C" in Schedule "P4".
48. When the construction of the Streetscape Works has been substantially completed to the satisfaction of the City, the Owner shall provide the City with the following information:
 - a) a certification from a registered consulting engineer and a registered landscape architect that confirms that the Streetscape Works have been constructed in accordance with the approved Construction Drawings, City standards and specifications, sound engineering practices, and the Streetscape Guidelines
 - b) a detailed breakdown of the final as-constructed costs of the Streetscape Works certified by a professional consulting engineer to the satisfaction of the City
 - c) a Statutory Declaration from the Owner confirming that all accounts in connection with the design and construction of the Streetscape Works have been paid in full and that there are no outstanding claims related to the subject works
 - d) a complete set of 'As Constructed' Construction Drawings for the Streetscape Works to the satisfaction of the City

- e) copies of all final executed construction contracts, approved contract extras and change orders related to the construction of the Streetscape Works to the satisfaction of the City
 - f) copies of all quality assurance test results, supplementary geotechnical reports and construction related reports.
49. Upon completion of the South Interchange Way, Millway Avenue and Exchange Avenue Works and receipt of final actual cost certified by the consultant, the City shall reimburse the Owner the lesser of fifty percent (50%) of the final actual certified cost of the South Interchange Way (\$95,645.00) and Millway Avenue and Exchange Avenue Works or total of \$624,258.50.00 when funds for the South Interchange Way, Millway Avenue (\$241,956.00) and Exchange Avenue (\$286,657.50) Works are available and included in an approved capital project.
 50. The Owner shall indemnify and save harmless the City and/or their employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason Streetscape Works or service provided under the Subdivision Agreement.
 51. Prior to final approval of the Plan, the Owner shall submit an analysis of tree soil volumes demonstrating that each tree planted has met the minimum requirement of 20 cubic meters of growing medium in a shared tree pit or 30 cubic meters of growing medium in a stand-alone tree pit. to encourage the growth of large caliper shade trees, to the satisfaction of the City.
 52. Prior to final approval of the Plan, the Owner shall provide a tree preservation study to the satisfaction of the City. The study shall include an inventory of all existing trees, assessment of significant trees to be preserved and proposed methods of tree preservation. The Owner shall not remove trees without written approval by the City.
 53. The Owner shall agree in the Subdivision Agreement to convey a public access easement to the City free of cost and encumbrances over the pedestrian mews, registered on title. The Owner shall indemnify and save harmless the City and/or their employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the pedestrian mews or service provided under this Agreement.
 54. Parkland shall be dedicated in accordance with By-Law 139-90, as amended by By-law 205-2012 and the policies outlined in Section 7.3.3 of VOP 2010, Parkland Dedication, to the satisfaction of the City.

55. The Owner shall dedicate parkland and/or pay to the City by way of certified cheque, cash-in-lieu of the dedication of parkland at a rate of 1 ha per 500 units, or at a fixed rate, prior to the issuance of a Building permit, in accordance with the *Planning Act* and the City's cash-in-lieu Policy. Parkland credit calculation will be affected by any existing and/or proposed land encumbrances. Real Estate department will assess the credits based on any present easements and/or other type of encumbrances.
56. The Owner shall provide boundaries of proposed Linear Park dedication and the total size of individual blocks in a chart format. The parkland dedication chart shall provide sufficient information and as determined by the City to be used for valuating, determining, and identifying the total amount of the final Linear Park conveyance or payment representing the cash-in-lieu of parkland dedication to the City.
57. The Owner shall consult with the TTC to confirm the design opportunities and constraints within the portions of land that are affected by the York Region/TTC Subway tunnel easement(s) and design the park accordingly, to the satisfaction of the City.
58. Prior to the final approval of the Plan, the Owner shall agree to develop the base requirements for Park Blocks 5, 6 and 7 (the Linear Park), to the satisfaction of the City.
59. Given the interim condition of the Linear Park, the City shall only contribute Development Charges for the supply and installation of the proposed playground facility, which can be relocated in the future, once the Linear Park is constructed to its final condition. The City growth related budget included in the approved 2018 Development Charges Background Study is an upset limit of \$310,000 (plus applicable taxes) and may be only spent on playground facility items that are not temporary in nature. As such any of the following works, but not limited to, are excluded:
 - a) playground surfacing and/or drainage
 - b) tree planting
 - c) softscape and hardscape.

Supporting payment information will be required by the City upon the Owner's request for payment for the playground facility (after Substantial Performance has been issued and subject to no outstanding deficiencies).

60. Any additional park improvement works proposed by the Owner, shall be planned, designed and constructed to the satisfaction of the City, and at no cost to the City.
61. Prior to the final approval of the Plan, the Owner shall complete the Linear Park planning, design, permits and approvals tasks, to the satisfaction of the City. The tasks include, but are not limited to:
 - a) the finalization of the detailed design drawings and construction documents prepared in consultation with and approved by the City. The plans are to be completed, to the satisfaction of the City, by a registered Landscape Architect, certified engineers and any other certified design specialty, and are required to provide enough information to be adequately constructed and conveyed to the City for its operation and maintenance
 - b) the preparation of a cost estimate identifying park design elements prior to Issuing for Tender
 - c) the preparation and submission of a construction schedule with clear milestones including, but not limited to, the following construction tasks:
 - i) base works
 - ii) specialized works
 - iii) landscape works (softscape, planting and hardscape)
 - iv) park facilities installation
 - v) substantial performance
 - vi) opening date
 - vii) conveyance to City
 - viii) final inspection prior to assumption and warranty period (two years for hardscape, furnishing and park facilities, and two growing seasons for all planting material).
62. It is the intent of the City that development of the Linear Park shall be coordinated with residential development to provide park facilities to the residents in a timely manner. The timing of these works shall be completed by no later than occupancy of Phase 1 so that the Linear Park is open to the public at this time.
63. The following warning clause shall be included in the Agreement of Purchase and Sale, Condominium Declarations, Condominium Agreement(s) and Subdivision Agreement:

“Purchasers and/or tenants are advised that the parkland may not be fully developed at the time of occupancy. The timing of development, phasing and programming of parkland is at the discretion of the City.”

64. Prior to final approval of the Plan, for open space block(s) that are being conveyed to the City, the Owner shall implement and/or deliver the following, to the satisfaction of the City:
- a) submit a Phase Two ESA report in accordance with O. Reg. 153/04 (as amended) assessing all park/open space block(s) in the Plan for contaminants of concern to the satisfaction of the City. On-site sampling of the park/open space block(s) shall be conducted only after the City has certified the rough grading of the park/open space block(s), but prior to the placement of topsoil and landscaping. The sampling and analysis plan prepared as part of the Phase Two ESA shall be developed, implemented, and completed in consultation with the City
 - b) ensure compliance with the updated Engineering Design Criteria and Standard Drawings Manual. A minimum of 3 boreholes are required for Park Block 5, 1 borehole for Park Block 6, and 3 boreholes for Park Block 7. Boreholes are to be taken at regular intervals along the full length of the Park 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 Owner’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 MECP Site Condition Standards and compacted to the standard
 - c) should remediation of any portions of the park/open space block(s) within the Plan be required to meet the applicable Standards set out in the MECP document “Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act” (as amended), submit a Remedial Action Plan (‘RAP’) and a complete copy of the satisfactory registration of the Record(s) of Site Condition (‘RSC’s) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering the remediated park/open space block(s) within the Plan

- d) submit a certificate letter prepared by the Owner's Qualified Person stating that the Owner covenants and agrees that the park/open space block(s) to be dedicated to the City 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)
 - e) the Owner shall reimburse the City for the cost of the peer review of the ESA reports and RAP, as may be applicable
 - f) prepare and submit Geotechnical Report recommendations for pavement design, retaining structures, park facilities, site furnishing, fences, pipe bedding, etc. to the satisfaction of the City
 - g) Archaeological Assessment; Stage I and II is required to determine limits of park/open space block(s). Proposed public park lands are to be clear of all historically significant heritage features
 - h) a complete inventory and analysis report of existing vegetation completed by a Certified Arborist for all existing trees within the park/open space 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 blocks. 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
 - i) any tree or similar vegetation in accordance with the tree preservation plan shall be retained on the park/open space block(s)
 - j) the Owner shall submit a Storm Water Management Report and Plan to the satisfaction of the City, which shows how storm water will be controlled and conveyed on City Property into the existing storm water system based on the proposed works. The Owner is to prepare an overall site drainage and grading plan, satisfactory to the City for the affected park block area, prior to any grading on the site.
65. Prior to Final Approval of the Plan, the Owner is to provide the City representative with a Park Maintenance and Warranty Letter of Credit up to 10% of the value of the Park works which include: the base park works, playground facilities and any other Park improvements that the Owner may construct at its own cost. The City may draw from the Letter of Credit to cover any repairs and warranty claims that are not resolved by the Owner in a timely manner.

66. Prior to commencement of the site works on the Linear Park:
- a) the Owner shall submit construction details that have been based on the Geotechnical Report recommendations for pavement design, retaining structures and pipe bedding, etc. and to the satisfaction of the City
 - b) the Owner shall obtain all approvals and permits required, so that the proposed Park works can be constructed upon all final detailed design drawings and construction documents are reviewed and approved to the satisfaction of the City
 - c) the Owner shall be responsible to award all contracts and shall supervise all construction and provide all necessary certification by its consultants that these works have been completed as per the approved drawings and specification and to the satisfaction of the City
 - d) the Owner agrees that no construction work, including but not limited to, tree cutting, grading or filling, will occur on City property until the Owner has obtained written permission from the City
 - e) the Owner is to construct, install and maintain erosion and sediment control facilities, satisfactory to the City, prior to any grading or construction on City property in accordance with the plans that have been submitted to and approved by the City.



March 21, 2019

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

Attention: Stephen Lue, M.C.I.P., R.P.P.

**RE: Draft Plan of Subdivision 19T-18V008 (SUBP.18.V.0044)
30 Interchange Way
(2748355 Canada Inc.)
City of Vaughan**

Further to the Region's letter dated February 20, 2019, a revised Transportation Impact Study (TIS), prepared by BA Group, dated March 13, 2019 was received and is currently being reviewed. Previously, the issuance of the Region's conditions of draft approval was subject to a revised TIS to the satisfaction Regional Transportation and Infrastructure Planning staff. However, this requirement has now been deferred as a condition of draft approval.

The subject site is located at 30 Interchange Way, west of Jane Street and south of Highway 7, in the City of Vaughan. The proposed development consists of two 15-storey residential buildings with 169m² of grade-level retail, one 9-storey mid-rise residential building, 22 townhouse blocks, a 15 metre wide pedestrian mews and a linear park.

Sanitary Sewage and Water Supply

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

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

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

Municipal Wastewater and Water Servicing

The Functional Servicing Report (FSR) indicates that the wastewater and water servicing for the subject development is by way of connection to City of Vaughan wastewater and water services in the Vaughan Metropolitan Centre area.

The Infrastructure Asset Management Branch advises that the FSR is to be sealed and signed by a Professional Engineer. Should there be any change in the proposed servicing scheme, the Owner shall forward the revised plan to the Region for review and record.

Transportation

The Regional Transportation and Infrastructure Planning Branch have reviewed the Transportation Impact Study (TIS), prepared by BA Group, dated July 2018 and technical comments are attached. Regional staff are in the process of reviewing the revised TIS prepared by BA Group, dated March 13, 2019.

Lapsing Provision

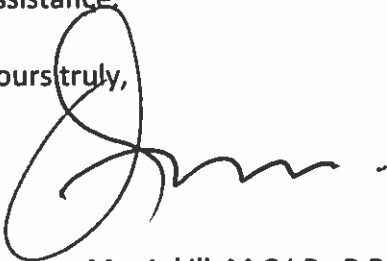
York Region requests that the City of Vaughan apply a lapsing provision to the draft plan, pursuant to Section 51(32) of the *Ontario Planning Act*, and that York Region be provided an opportunity to comment on any proposed extensions of the approval.

Summary

York Region has no objection to draft plan approval of the plan of subdivision subject to the attached Schedule of Conditions. We request a copy of the notice of decision, draft approved plan, and the conditions of draft approval should the plan be approved.

Should you have any questions regarding the above, please contact Justin Wong, Planner, at 1-877-464-9675 ext. 71577 or by email at Justin.Wong@york.ca should you require further assistance.

Yours truly,



Duncan MacAskill, M.C.I.P., R.P.P.
Manager, Development Planning

JW/

Attachments (2) Schedule of Conditions for Draft Plan of Subdivision
 Technical Comments

**Schedule of Conditions
19T-18V008 (SUBP.18.V.0044)
30 Interchange Way
(2748355 Canada Inc.)
City of Vaughan**

Re: IBI Group, File No. 0965, dated July 25, 2018

Conditions to be Included in the Subdivision Agreement

1. The Owner shall save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
2. The Owner shall agree to implement the Vaughan Metropolitan Centre Secondary Plan proposed street network, to the satisfaction of the Region.

Conditions to be Satisfied Prior to Final Approval

3. York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the City of Vaughan for the development proposed within this draft plan of subdivision or any phase thereof.
4. The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services division and the Infrastructure Asset Management Branch for record.
5. The Owner shall provide a revised Transportation Impact Study, to the satisfaction of the Region.
6. The Owner shall provide direct shared pedestrian/cycling facilities and connections from the proposed development to boundary roadways to support active transportation and public transit, where appropriate. A drawing shall be provided to illustrate the layout of active transportation facilities within the proposed development and connections to the Regional roads, to the satisfaction of the Region.
7. The Owner shall implement all recommendations, including TDM measures, as recommended in the Transportation Impact Study, prepared by BA Group, to the satisfaction of the Region.
8. The Owner shall provide a copy of the Subdivision Agreement to the Corporate Service Department, outlining all requirements of the Corporate Service Department.

9. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.

10. The Regional Corporate Services Department shall advise that Conditions 1 to 9 inclusive, have been satisfied.

**MEMORANDUM – PRELIMINARY TECHNICAL COMMENTS**

**RE: Draft Plan of Subdivision 19T-18V008 (SUBP.18.V.0044)
30 Interchange Way
(2748355 Canada Inc.)
City of Vaughan**

Regional Transportation and Infrastructure Planning staff have reviewed the above noted draft plan of subdivision application, as well as the supporting documents and offer the following comments for these applications and any subsequent development applications. These comments are not an approval and are subject to modification. It is intended to provide information to the applicant regarding the Regional requirements that have been identified to date.

Transportation and Infrastructure Planning

The Traffic Impact Study, prepared by BA Group, dated July 2018, shall be revised to address the following:

- a) The proposed conceptual site plan shall reflect the proposed street network identified in the Vaughan Metropolitan Centre Secondary Plan (VMCSP). The proposed east-west road through the development shall be provided as a public road, as identified in the VMCSP.
- b) Table-8 provides Trip Generation Rates for proxy sites in the GTA and estimates an average trip rate. However, trip rates used for the subject development are significantly lower than the average trip rates or the ITE Land use trip rates. The Region will only accept the trip rates for the proxy sites that are located within the general area, with York Region context and characteristics.
- c) The study area does not include any intersection on Highway 7, even though the majority of vehicles will use Highway 7 to and from Highway 400. Similarly, the majority of pedestrians will also cross Highway 7 to and from VMC subway station. The Study shall provide rationale/justification for not including the Highway 7 intersections in the study area.
- d) Additional comments will be provided on the revised TIS prepared by BA Group, dated March 13, 2019.

From: Mikolajczak, Margaret (MTO)
To: [Lue, Stephen](#)
Cc: [Mazzotta, Rob \(MTO\)](#); [Della Mora, Dan \(MTO\)](#)
Subject: Hwy 407 and Jane Street, Applications: OP.18.014; Z.18.021 and 19T-18V008
Date: Tuesday, February 26, 2019 3:52:49 PM

Hi Stephen, we have reviewed the above mentioned applications and have following comments:

OP. 18.014 and Z. 18.021

We have no comments to the proposed OP and Zoning By-Law.

Draft Plan of Subdivision 19T-18V008

- The proposed Draft Plan of Subdivision is located within Ministry permit control area therefore the Public Transportation and Highway Improvement Act regulations apply.

Ministry requires that any new buildings/structures (including internal roads and detention ponds) above and below ground, be setback a minimum distance of 14 m from the Highway 407 property line. **Ministry permits are required for all buildings, infrastructures, roads etc. located within 46m from Highway 407 property line and a radius of 396m from the centrepoint of Highway 407 and Jane Street, prior to any construction being undertaken.** Permit Applications are available on our web site at: www.mto.gov.on.ca/english/engineering/management/corridor

As the Conditions of Ministry approval, we will require the following:

-
1. Prior to final approval, the owner/proponent must submit to the Ministry of Transportation for review and approval a copy of Stormwater Management Report, Site Grading and Servicing Plan, addressing the intended treatment of the calculated runoff.
 2. Prior to final approval, the owner/proponent must submit to the Ministry of Transportation for review and approval a copy of a detailed Traffic Impact Study (TIS) addressing the anticipated traffic volumes and their impact on Highway 407. Traffic Consultant must be RAQS approved by Ministry and familiar with our requirements. TIS report must be prepared as per the our guidelines published on the MTO website: www.mto.gov.on.ca/english/engineering/management/corridor . TIS report must also clearly address the phasing of development if any, including Phasing Plan, indicating the boundary of each phase.
 3. Prior to final approval, the owner/proponent must submit to the Ministry of Transportation for review and approval, a copy of the proposed site Lighting Design and Calculations in the isometric format, using AGI-32 and Auto-Lux.
 4. Once all the Ministry conditions are addressed to the MTO satisfaction, I will issue a clearance letter to the City of Vaughan and the Draft Plan of Subdivision can be registered. Copy of the M-Plan, must be forwarded to the Ministry, for our file.

All subsequent submissions must be send to MTO and 407 ETR, for our review and approvals.

Please forward a copy of this email to the proponent.

If you have any questions or require further clarification, please contact me at the number listed below at your earliest convenience.

NOTE: Draft Plan of Subdivision must be reviewed and approved before the Site Plan application can be dealt with.

Thank you

Margaret Mikolajczak, C.E.T.

Senior Project Manager

Ministry of Transportation

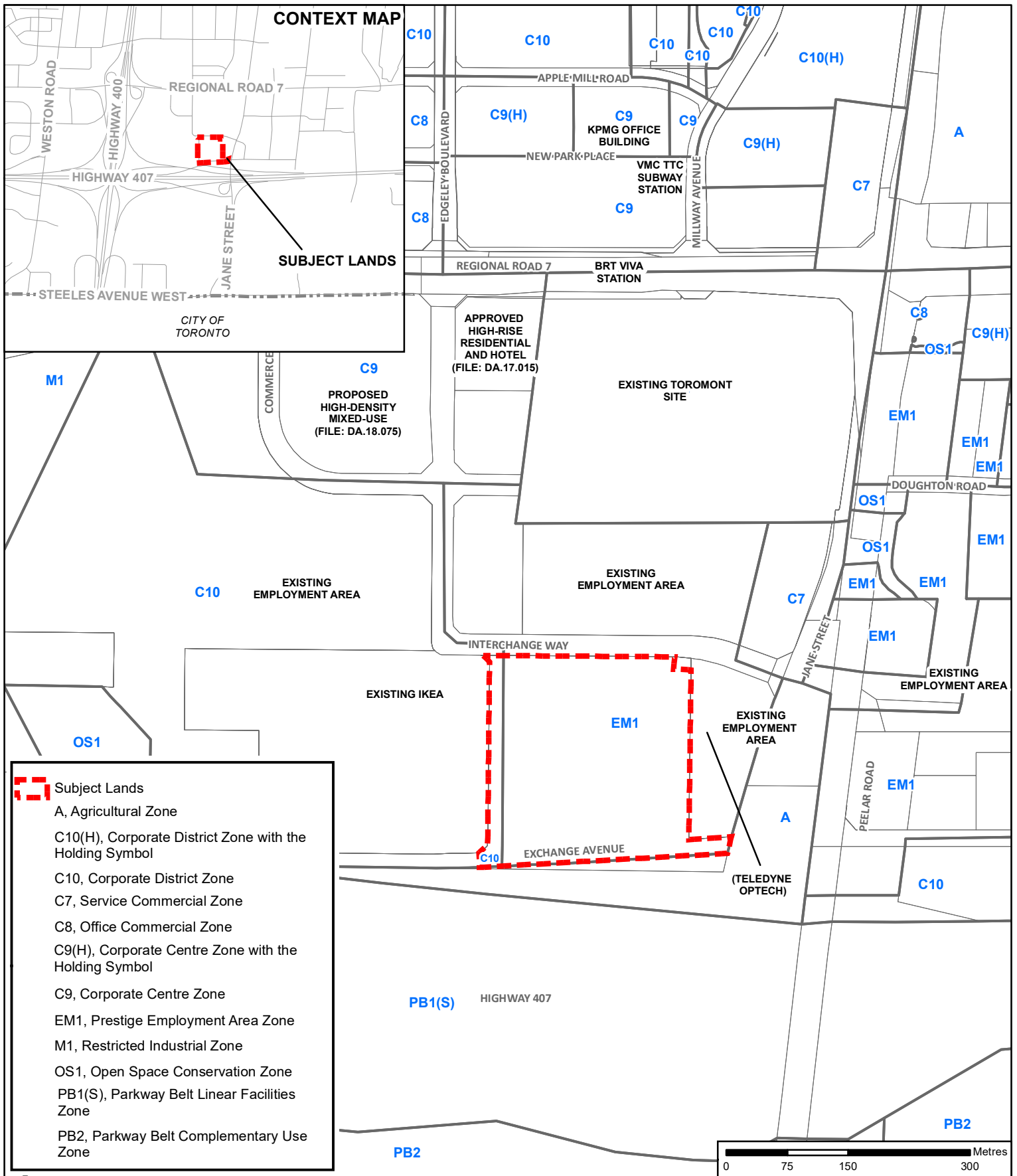
Corridor Management Section

159 Sir William Hearst Avenue, 7th Floor

Downsview, Ontario M3M 0B7

Phone: 416-235-4269

Fax: 416-265-4267



Location Map

LOCATION:
Part Lot 4, Concession 5

APPLICANT:
2748355 Canada Inc.



Attachment





FILES:
OP.18.014, Z.18.021, 19T-18V008


DATE:
April 2, 2019

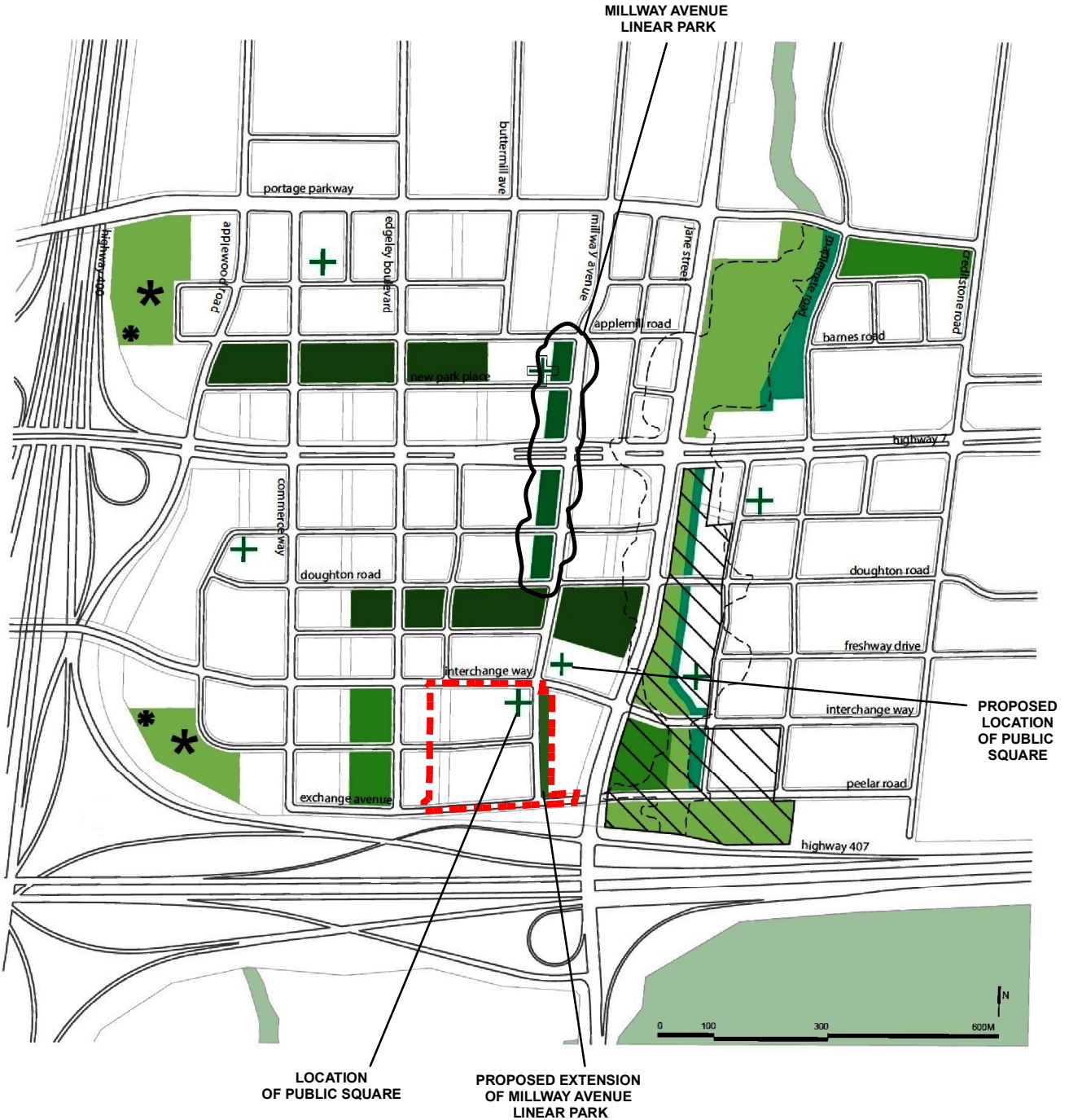
2

LEGEND

-  environmental open spaces
-  urban parks
-  neighbourhood parks
-  millway avenue linear park
-  black creek greenway

-  public squares (see Policies 6.2.4.-6.2.5.)
-  transit Square
-  parkland associated with environmental spaces
-  see policy 6.3.2

 final configuration of parks and open spaces within this area are subject to the results of the VMC Black Creek Renewal EA (Stages 3 & 4) and the detailed design of the Black Creek Corridor



Proposed Amendments to Schedule "D", Major Parks and Open Space, of the VMC Secondary Plan

LOCATION:
Part Lot 4, Concession 5

APPLICANT:
2748355 Canada Inc.

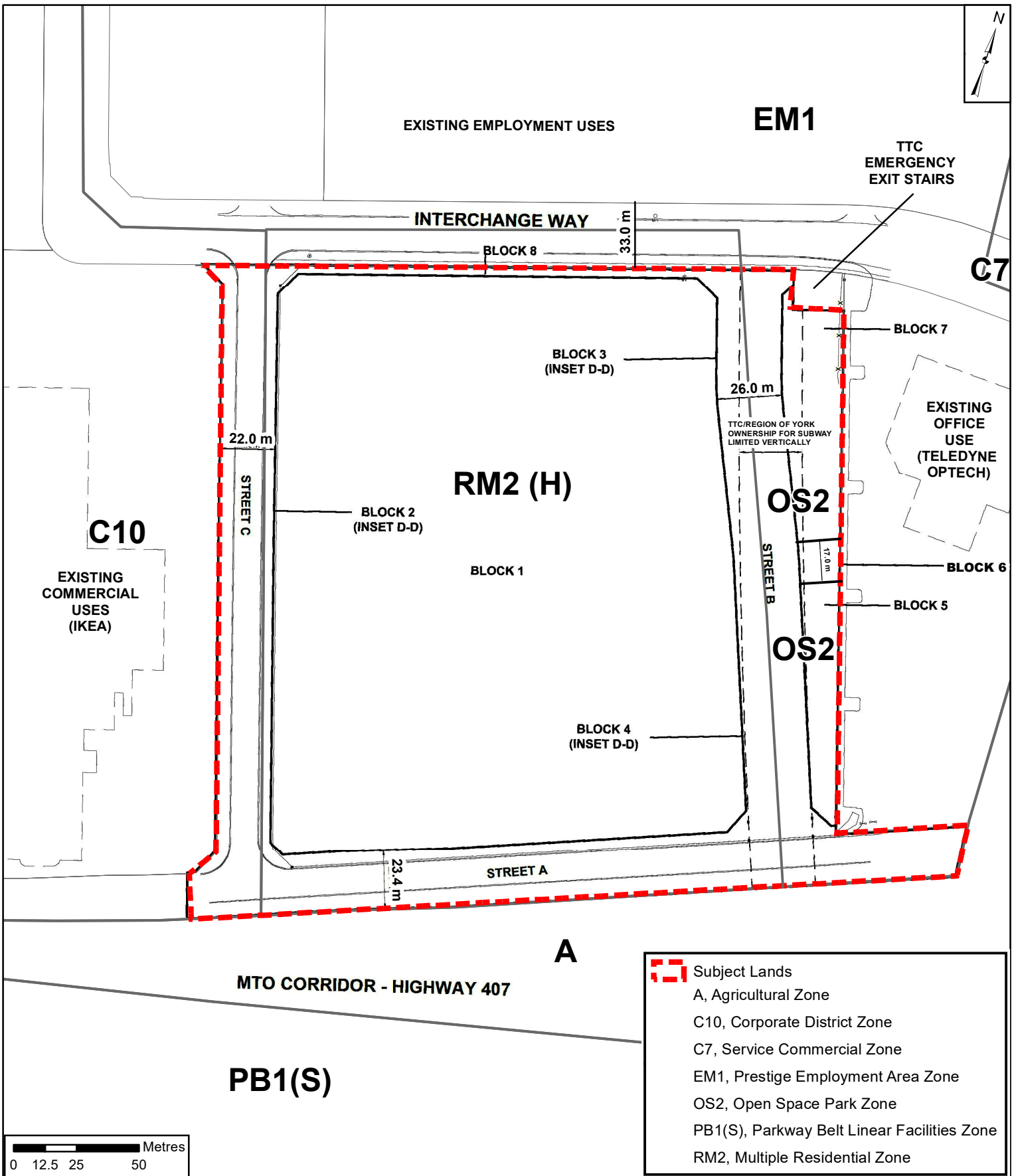


Attachment

FILES:
OP.18.014, Z.18.021, 19T-18V008

DATE:
April 2, 2019

3



Draft Plan of Subdivision (File 19T-18V008) & Proposed Zoning

LOCATION:
Part Lot 4, Concession 5
APPLICANT:
2748355 Canada Inc.

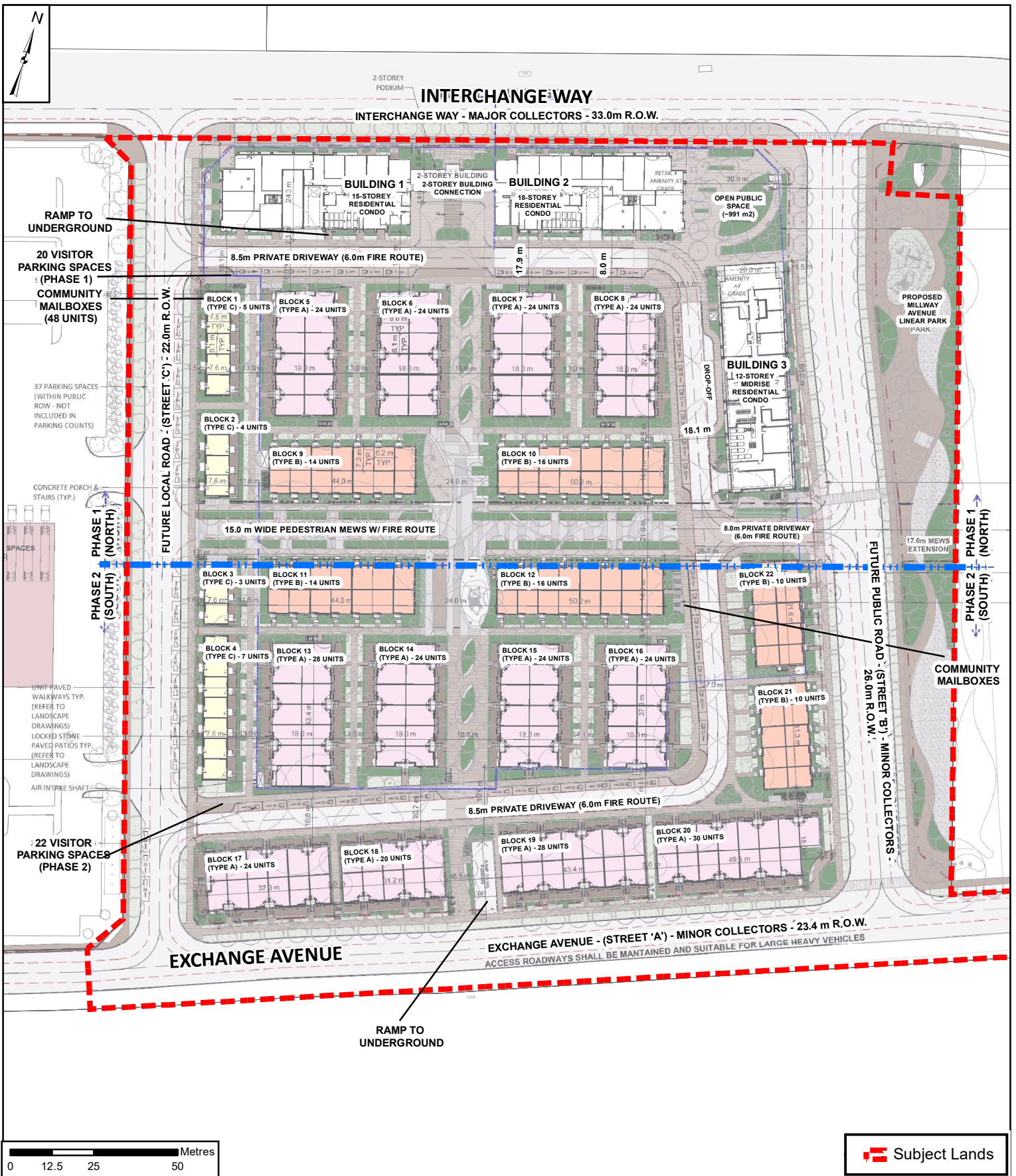


Attachment

FILES:
OP.18.014, Z.18.021, 19T-18V008

DATE:
April 2, 2019

4



Conceptual Site Plan

LOCATION:
 Part Lot 4, Concession 5

APPLICANT:
 2748355 Canada Inc.



Attachment

FILES:
 OP.18.014, Z.18.021, 19T-18V008

DATE:
 April 2, 2019

5



Building 3

Building 2

Building 1

INTERCHANGE WAY

PROPOSED STREET 'B'

Colour Perspective - View of Buildings 1, 2 & 3 Looking South From Interchange Way

LOCATION:
Part Lot 4, Concession 5

APPLICANT:
2748355 Canada Inc.



FILES:
OP.18.014, Z.18.021, 19T-18V008

DATE:
April 2, 2019

6

Building 1



Colour Perspective - View of Townhouse Block 2 Looking South-East From Street 'C'

LOCATION:
Part Lot 4, Concession 5
APPLICANT:
2748355 Canada Inc.



Attachment

FILES:
OP.18.014, Z.18.021, 19T-18V008

DATE:
April 2, 2019

7