

DATE: January 22, 2024

TO: Mayor and Members of Council

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

RE: **COMMUNICATION – Committee of the Whole (1) January 23, 2024**

Item #3, Report #1

1834371 Ontario Inc.: Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision OP.22.009, Z.22.018 and 19T-13V006, 2951-2957 Highway 7 and 180 Maplecrete Road, Vicinity of Highway 7 and Jane Street

Recommendation

The Deputy City Manager, Planning and Growth Management recommends:

1. That Attachment 7 – Conceptual Site Plan and Proposed Zoning be deleted and replaced with the Attachment 7 forming part of this Communication;
2. That Attachment 10 – Zoning By-law 1-88 Table 1 be revised as follows respecting line item h. Minimum Lot Area:

	Zoning By-law 1-88 Standard	C9 Corporate Centre Zone Requirement	Proposed Rezoning and Amendments to the C9 Corporate Centre Zone
h.	Minimum Lot Area	5000 m ²	<ul style="list-style-type: none"> • Block 1: 6,800 m² • Block 2: 2,800 m² • Block 3: 4,400 m²

3. That Attachment 11 - Zoning By-law 001-2021 Table 2 be revised as follows respecting line items a. Definition – Height; and m. Podium Height and Tower Requirements:

	Zoning By-law 001-2021 Standard	V1 Vaughan Metropolitan Centre Station Zone Requirement	Proposed Amendments to the V1 Vaughan Metropolitan Centre Station Zone Requirement
a.	Definition – Height	The vertical distance measured from established grade to: In the case of a flat roof, including any roof where more than half of the roof area has a slope of 15	Shall be measured from a Canadian Geodetic Datum measure of 205.0 m (masl) for Blocks 1 and 3, and 204.90 m (masl) for Block 2 to the top of

		degrees or less above the horizontal, the highest point of the roof surface or parapet, whichever is greater	the roof exclusive of any accessory roof construction such as chimney, tower, steeple, elevator and stairwell shafts, and mechanical penthouse
m.	Podium Height and Tower Requirements	Tower Step-back: Minimum 3m	<ul style="list-style-type: none"> • Tower A: 1.5m, 0m at pinchpoint • Tower B: 2 m, 0 m at pinchpoint • Tower C: 0 m • Tower D: 2 m, 0 m at pinchpoint • Tower E: 1 m, 0 m at pinchpoint
		Maximum Residential Tower Floorplate: 750 m ²	850 m ²
		Minimum Residential Tower Setback from any Rear Lot Line: 12.5 m	<ul style="list-style-type: none"> • Block 1: 3.9 m • Block 2: 11.5 m • Block 3: 4.5 m

4. That Attachment 12a be deleted and replaced with Attachment 12a forming part of this Communication.

Background

Recommendation #1 to this Communication contains an administrative amendment to Attachment 7 in Staff’s Recommendation Report. The purpose of the amendment is to remove two (2) “Strata Park” labels mistakenly included on the Attachment. Strata Parks are not proposed as part of the Development.

Recommendations #2 and 3 to this Communication are administrative in nature and accurately reflect the most up-to-date building envelopes contemplated through the Applications.

Recommendation #4 to this Communication contains minor revisions to the Draft Plan of Subdivision Conditions. Revisions are primarily related to conditions surrounding the Park Block (Block 4), among other minor administrative corrections. Staff are supportive of the revised conditions as they provide further clarification regarding the Owner’s responsibilities and required deliverables through the Draft Plan of Subdivision process.

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

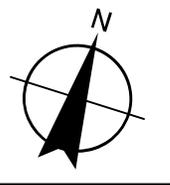
Attachments

1. Attachment 7 - Conceptual Site Plan and Proposed Zoning
2. Attachment 12a – Conditions of Draft Approval (City of Vaughan Conditions)

Respectfully submitted by

A handwritten signature in black ink, appearing to read "Haiqing Xu". The signature is written in a cursive, flowing style.

Haiqing Xu, Deputy City Manager,
Planning and Growth Management



REGIONAL ROAD 7

HIGHWAY 7



Subject Lands

Zoning By-Law 1-88

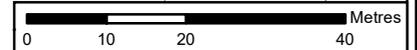
Zoning By-Law 001-2021

C9(H), Corporate Centre Zone with the Holding Symbol

OS1, Open Space Zone

OS2, Open Space Park

V1, Vaughan Metropolitan Centre Station Zone



Conceptual Site Plan and Proposed Zoning

Attachment

LOCATION:

2951-2957 Highway 7 and 180 Maplecrete Road;
Parts 1, 2 and 3, Plan 65R-37156
Part of Lot 5, Concession 4



FILES:
OP.22.009, Z.22.018
and 19T-13V006

APPLICANT:

1834371 Ontario Inc.

DATE:
January 23, 2024

7

ATTACHMENT NO. 12

CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

**CONDITIONS OF DRAFT APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-13V006 ('THE PLAN')
1834371 ONTARIO INC. ('THE OWNER')
PART OF LOTS 1 AND 2, REGISTERED PLAN 7997,
2951-2957 HIGHWAY 7 AND 180 MAPLECRETE ROAD, CITY OF VAUGHAN**

THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION FILE 19T-13V006 (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 12a).
2. The Conditions of Approval of York Region as set out on Attachment No. 12b) and dated April 27, 2022.
3. The Conditions of Approval of Alectra Utilities Corporation as set out on Attachment No. 12c) and dated April 14, 2023.
4. The Conditions of Approval of Bell Canada as set out on Attachment No. 12d) and dated April 20, 2023.
5. The Conditions of Approval of Enbridge Gas Inc. as set out on Attachment No. 12e) and dated December 6, 2023.
6. The Conditions of Approval of Canada Post as set out on Attachment No. 12f) and dated July 7, 2022
7. The Conditions of CN Railway as set out in Attachment No. 12g) and dated November 2, 2023.

Clearances

1. The City shall advise that the Conditions on Attachment No. 12a) 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 No. 12b) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
3. Alectra Utilities shall advise that the Conditions on Attachment No. 12c) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

4. Bell Canada shall advise that the Conditions on Attachment No. 12d) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
5. Enbridge Gas Inc. shall advise that the Conditions on Attachment No. 12e) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
6. Canada Post shall advise that the Conditions on Attachment No. 12f) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
7. CN Railway shall advise that the Conditions on Attachment No. 12g) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

ATTACHMENT NO. 12a)

**CONDITIONS OF DRAFT APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-13V006 ('THE PLAN')
1834371 ONTARIO INC. ('THE OWNER')
PART OF LOTS 1 AND 2, REGISTERED PLAN 7997,
2951-2957 HWY 7 AND 180 MAPLECRETE RD., 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:**

CITY OF VAUGHAN CONDITIONS

1. The final Plan shall relate to the Draft Plan of Subdivision, prepared by Bousfields Inc., dated October 17, 2023 (the 'Plan'), and relating to City File No. 19T-13V006. Minor redline revisions to the Draft Plan and/or conditions may be required to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to the Draft Plan.
2. If approval of the Plan is not given within 3 years after the date upon which draft approval of Draft Plan of Subdivision File No. 19T-13V006 was given, then the draft plan approval shall lapse unless the Owner applies to the City for an extension and approval is granted for said extension prior to the lapsing date.
3. Prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Planning Division, the final draft M-Plan in the following form:
 - a) an electronic and hardcopy version of the signed white paper print approved by the Land Registry Office for registration;
 - b) one (1) original mylar;
 - c) one (1) mylar duplicate; and
 - d) one (1) white paper print, which contains an A.O.L.S form
4. Prior to release for registration of the Plan, 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, R.S.O. 1990, c.P.14, as amended.
5. 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.
6. The Plan shall be updated to include the approved street names to the satisfaction of the City and Regional Municipality of York.

7. The Owner shall provide the final georeferenced AutoCAD drawings of the Plan, the associated Excel translation files and individually layered pdfs for all drawings to the satisfaction of the GIS section of the Development Planning Department and the Policy Planning and Special Programs Department. If the files meet requirements, an email from gisplanning@vaughan.ca confirming the final submission has been approved will be provided.
8. The Owner shall pay any and all outstanding application fees, street numbering, and street naming fees, and landscape review and inspection fees in accordance with the in-effect Fees and Charges By-law, as required.
9. 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) Canadian National Railway (“CN”)
 - f) Municipal Property Assessment Corporation (“MPAC”)
 - g) Alectra Utilities Corporation
 - h) Enbridge Gas
 - i) the appropriate telecommunication providers
 - j) NavCanada
 - k) York Region
10. The Owner shall enter into a subdivision agreement with the City of Vaughan to satisfy all conditions, financial or otherwise of the City, with regard to such matters as the City may consider necessary, including development charges, the provisions of roads and municipal services, landscaping, and fencing. The said agreement shall be registered against the lands to which it applies.
11. A clause shall be added to the subdivision agreement stating that “Should previously undocumented archaeological resources be found on the property during construction activities, the Owner must immediately cease all construction activities and notify the Ministry of Citizenship and Multiculturalism (or its successor), and the Development Planning Department, Urban Design and Cultural Heritage Division at the City of Vaughan”.
12. A clause shall be added to the subdivision agreement stating that “If human remains are encountered during construction activities, the Owner must immediately cease all construction activities. The Owner shall contact the York Regional Police Department, the Regional Coroner, the Registrar of the Cemeteries at the Bereavement Authority of Ontario (BAO) and the City of Vaughan Development Planning Department, Urban Design and Cultural Heritage Division”.

Real Estate Conditions

13. For high-density residential development, the Owner shall, prior to the issuance of a Building Permit, convey land at the rate of 1 ha per 600 net residential units and/or pay to Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland at the rate of 1 ha per 1000 net residential units, or at a fixed unit rate, at Vaughan's discretion, in accordance with the *Planning Act* and the City of Vaughan Parkland Dedication By-law. Notwithstanding the above, such parkland contribution—whether in the form of parkland conveyance or cash-in-lieu as determined by the City—shall be subject to a cap of (i) 10% of the Lands or value of the Lands if the Lands are 5 ha or less; or (ii) 15% of the Lands or value of the Lands if the Lands are greater than 5 ha.
14. Prior to the issuance of a Building Permit, the Owner shall pay to the City of Vaughan by way of certified cheque a community benefits charge equivalent to 4% of the value of the subject lands in accordance with Section 37 of the *Planning Act* and the City's Community Benefits Charge By-law. The Owner shall submit an appraisal of the subject lands, pursuant to City's Community Benefits Charge By-law, prepared by an accredited appraiser for approval by the Vaughan Real Estate Department, and the approved appraisal shall form the basis of the calculation of the community benefits charge payment."

Parks Conditions:

15. A clause shall be added to the Subdivision Agreement stating that the Owner shall convey Park Block 4 (Park Block) on the Draft Plan of Subdivision to the City for parkland purposes, at no charge and free of all encumbrances, to the satisfaction of the City.
16. The Owner shall provide payment-in-lieu of parkland dedication in accordance with the requirements of the in-effect policies and amendments. Parkland dedication not satisfied through parkland conveyance shall be conveyed through payment-in-lieu at the time of building permit.
17. Prior to the execution of the subdivision agreement, the Owner shall provide the following, to the satisfaction of the City:
 - a) Boundaries of proposed parkland dedication and the total size of individual blocks.
 - b) Ground plan treatment of the private development at the interface with the Park Block to ensure an integrated design approach is adopted towards built form, pedestrian connections, and ground floor programming to the City's satisfaction;
 - c) Existing conditions plan illustrating topographic information in order to assess slopes and drainage;
 - d) Below grade plan and section illustrating potential tiebacks from the development into the Park Block;

- e) A construction cost estimate for Base Park Works
18. A clause shall be added to the Subdivision Agreement stating that the Owner shall agree to develop the base requirements for the Park Block in accordance with items listed under Base Park Conditions and Requirements (Base Park Works). The timing of these works shall be completed by no later than December 31, 2031.

Base Park Conditions and Requirements

The Owner shall, at their sole cost and expense, complete the following to the satisfaction of the City:

- i. A geotechnical investigation and Phase 2 Environmental Site Assessment shall be conducted by a qualified Professional Engineer in accordance with O.Reg. 153/04 (as amended) assessing all Park Block(s) in the Plan for conformity with the applicable MOECC Site Condition Standards for parkland use to the satisfaction of the City. A minimum of 4 boreholes (1 per park edge) are required. Boreholes are to be taken at regular intervals along the full length of the proposed public park block(s). 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 by 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 MOECC Site Condition Standards referenced above and compacted to the standard referenced below.
 - a. Should remediation of any portion of the Park Block be required to meet the applicable Standards set out in the Ministry of the Environment (MOE) 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 (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MOE, covering the remedial Park Block within the Plan.
 - b. Submit a certificate letter prepared by the Owner's Qualified Person stating that the Owner covenants and agrees that the Park Block 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 Standard 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).

- c. The Owner shall reimburse the City for the cost of the peer review of the ESA reports and RAP, as may be applicable.
- ii. A complete inventory and analysis report of existing vegetation completed by a Certified Arborist for all existing trees within the Park Block. Drawings shall indicate the location of all existing trees, including limit of drip line, trees to be removed and trees to be maintained within the Park Block. No grading work is permitted within the drip line of existing trees that are to be preserved. All dead, damaged, and hazardous trees are to be removed and disposed of off-site. Any tree identified to be maintained, in accordance with the tree preservation plan, shall be retained on the Park Block.
 - iii. Adequately sized servicing connections are required along the main Park Block frontage and shall include a water chamber manhole, complete with a curb stop, sanitary manhole, backflow preventer, and a storm water manhole. All structures are to be located a minimum of 5 meters from adjacent property lines.
 - iv. A Base Conditions grading plan illustrating proposed storm water run-off, surface drainage patterns and sub-surface storm water servicing requirements, to the satisfaction of the City. Proposed Park Block(s) grading must not negatively impact adjacent properties with overland flow routes. The Park Block(s) cannot be encumbered by overland flow routes from adjacent properties. Until the City's Black Creek Renewal works in its entirety or portion proceeds to remove Block 4 from the floodplain, the Base Condition grading must prevent the floodplain from encroaching further into the subject site.
 - v. A storm water management brief for all required storm water services is required to ensure that proposed grading works have been designed to accommodate storm water flows in accordance with the Engineering Department Design Manual at Base Park conditions to the satisfaction of the City.
 - vi. The approved electrical distribution plan will include a 120/240 volt, single phase, three wire power supply to the Park Block. The power supply drop will consist of a 3 conductor #3/0 aluminum underground cable drop located one metre from the street line and one metre from the property line inside the Park Block. The cable feed will originate from the closest (within 75 metre cable length) single phase pad mounted transformer and will be left coiled and attached to a 2"x4" wood stake, visible above grade.
 - vii. Park Block grading shall be completed using clean engineered fill compacted to 95% Standard Proctor Dry Density (SPDD) inclusive of any civil work required such as retaining structures, rip rap, swales, and the like to meet grading levels as determined by the City approved grading plan. The Park Block shall generally be graded to meet and match surrounding levels and

allow for a minimum 2% and no greater than 5% gradient over 75% of the total block area.

- viii. No fill shall be placed on existing topsoil and the stockpiling of topsoil is prohibited on the Park Block. Topsoil for fine grading shall be fertile and friable, natural loam soil with two percent (2%) minimum organic matter for sandy loams and four percent (4%) minimum organic matter for clay loams. Acidity of topsoil shall range from 6.0pH to 7.5pH and shall be capable of sustaining vigorous plant growth. The Owner shall complete all necessary chemical analysis and topsoil fertility tests by a qualified testing laboratory to the satisfaction of the City, and results of testing provided to the City for review and approval. Topsoil shall be placed to a minimum depth of 300mm over the entire Park Block. Prior to placement of topsoil, the owner shall add all amendments as required to amend the existing soils to meet the recommendations of the fertility testing and demonstrate that these standards have been met.
- ix. All temporary sediment control management measures are to be removed prior to rough grading.
- x. The Park Block shall be sodded, to the satisfaction of the City.
- xi. The perimeter of the Park Block shall be fenced off with fencing approved by the City, including guardrails as required, and “No Dumping”, “No Trespassing”, and “Encroachment by-law”, signs shall be placed along the perimeter of the Park Block.
- xii. The Owner will be required to grant easement(s) to the City over privately-owned vehicular and pedestrian areas connecting to and surrounding the proposed Park Block for the purposes of public access and/or maintenance. Exact limits and type of required easements are to be determined at a future stage in the development process.
- xiii. The Owner shall complete the necessary park servicing and grading works which are the Owner’s obligation to construct within the Park Block in accordance with the approved Construction Drawings, *Base Park Conditions and Requirements*, City Standards and construction cost estimate, to the satisfaction of the City. Upon completion of the Base Park Works, the City shall receive a certification from their consultant(s), certifying the satisfactory completion of the Base Park Works for Park Block 4 in accordance with the specifications and approved construction grading drawings.
- xiv. Upon completion of the Base Park Works, the Owner shall provide the as-built georeferenced AutoCAD drawings and digital PDF drawings to the satisfaction of the GIS section of the Development Planning Department, and the VMC Program, Policy Planning and Special Programs Department. The submission

shall include, but not be limited to, property boundaries, locations of all hidden services, as-built grading information and all deviations from the approved construction drawings as pertaining to the Park Block and Base Park Works.

- xv. The Owner shall be responsible to maintain the Park Block until such time as certification from the consultant(s) is received, certifying the satisfactory completion of the Base Park Works and submission of as-built drawings. Maintenance shall entail maintaining sufficient grades to prevent standing water, cutting the grass/vegetation a minimum of twice in summer, manually irrigating sod planting based on a watering schedule prepared by the landscape architect, erosion repairs, cleaning of catch basins, repair of perimeter fencing and removal of any debris that is dumped on the site, to the satisfaction of the City.
19. A clause shall be added to the Subdivision Agreement stating that the Owner, at their sole expense, will be responsible for the total cost of construction and installation of the Base Park Works in accordance with items listed under Base Park Conditions and Requirements, including but not limited to any works of a temporary nature.
20. A clause shall be added to the Subdivision Agreement stating that the Owner shall provide the City with a Letter of Credit (LC) totaling the complete cost to construct the Park Block to base conditions as per Base Park Conditions and Requirements, based on the approved plans and cost estimate. The LC shall be held for the estimated construction costs for the proposed site works, which shall include but are not limited to all required grading, landscape restoration, additional fill to meet approved grades, risk of contamination, removal of existing infrastructure/structures, temporary drainage structures, servicing, signage, fencing, and guardrails.
21. The Park Block shall be free and clear, above and below grade, of all physical obstructions, encumbrances, and encroachments, and shall not be encumbered by any easements for utility services, transformer boxes, temporary or permanent building structural elements, building overhangs, Canada Post mail boxes and/or access, buffers, railway and pipeline safety buffers and zones, Natural Heritage Network core features and associated buffers, with the exception of the Black Creek floodplain and associated buffers and cross easements for servicing, utilities, maintenance and access, to the satisfaction of the City.
22. A clause shall be added to the Subdivision Agreement that the Park Block be conveyed to the City upon registration of the M-Plan. The City will offer the Owner a lease of the Park Block for the purposes of staging, at nominal cost, with an end date not later than December 31, 2031. At the end of the lease term the Park Block shall be returned to the City in base conditions as per Base Park Conditions and Requirements, based on the approved plans and cost estimate.
23. A clause shall be added to the Subdivision Agreement stating that the Owner shall include the following warning clauses in all Agreements of Purchase and Sale or

Lease for the proposed development and specifically those blocks/units adjacent/abutting the Park Block, with evidence of same being provided to the City, if requested, prior to the execution of the Subdivision Agreement:

- a) "Purchasers and/or tenants are advised that Park Block 4 will be used for parkland purposes which may include recreational amenities, associated trail system and lighting for night uses."
- b) "Purchasers and/or tenants are advised that the municipal park 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."
- c) "Purchasers and/or tenants are advised that the City will not be responsible for pedestrian traffic, night lighting, noise or any inconvenience or nuisance which may present itself as a result of the municipal park, associated trail system, and recreational amenities."

Urban Design

24. The Owner shall design and construct the following streetscape works in accordance with City standards, the "City-wide Streetscape Implementation Manual" and "VMC Streetscape & Open Space Plan" (collectively, the 'Streetscape Guidelines') to the satisfaction of the City. The streetscape works shall also be designed and constructed to complement and be coordinated with the design and construction of the enhanced boulevard works installed along Highway 7, to the satisfaction of the City and York Region. The Owner shall design and construct:
 - a) The streetscape along the south side of Highway 7 to the limit of the completed works by VivaNext from Maplecrete Road to the westerly limits of the Subject Lands at an enhanced level of service to the satisfaction of the City (the 'South Highway 7 Works')
 - b) The streetscape along the west side of Maplecrete Road from Highway 7 to the southern limits of the Subject Lands at a standard urban level of service to the satisfaction of the City (the 'West Maplecrete Works').
 - c) The streetscape along Street 'A' at a standard urban level of service to the satisfaction of the City (the 'Street A Works').
 - d) The streetscape along Street B at a standard urban level of service to the satisfaction of the City (the 'Street B Works').
 - e) The South Highway 7 Works, West Maplecrete Works, Street A Works and Street B Works are collectively referred to herein as the 'Streetscape Works'.
25. The Owner shall design, replace existing and provide new street lighting and pedestrian scale lighting to the satisfaction of the City. The streetlight system shall use an LED luminaire, pole type and type of fixtures (or equivalent) in accordance with the City Standards and Specification and the City's Streetscape & Open Space Plan.

26. Prior to final approval of the Plan, the Owner shall prepare detailed streetscape and construction drawings as part of the subdivision construction drawing package based on the Streetscape Guidelines, to the satisfaction of the City. Streetscape cost estimates shall be submitted to the satisfaction of the City. The Owner shall provide securities for the streetscape implementation, to the satisfaction of the City.
27. The Owner shall make the necessary arrangements for the relocation of any existing above ground and underground utilities to facilitate the Plan, and to the satisfaction of the City. Prior to final approval of the Plan, the Owner shall provide a consolidated public utilities plan and representative sections showing resolved conflict between streetscape works and existing and proposed utilities.
28. Prior to final approval of the Plan, the Owner shall submit an analysis of tree soil volumes demonstrating that each tree planted has met the minimum requirement of 20 m³ of growing medium in a shared tree pit or 30 m³ of growing medium in a stand-alone tree pit to encourage the growth of large caliper shade trees, to the satisfaction of the City.
29. A clause shall be added to the Subdivision Agreement stating that the Owner shall provide a detailed Tree Preservation Study and Arborist Report to the satisfaction of the City. The study shall include an inventory of all existing trees, assessment of significant trees to be preserved and proposed methods of tree preservation based on the Arborist Report recommendations. The Owner shall not remove trees without written approval by the City.
30. A clause shall be added to the Subdivision Agreement stating the Owner is required to enter into a Tree Protection Agreement which includes a security for trees to be preserved and protected in accordance with the approved Tree Preservation Study. 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.
31. A clause shall be added to the Subdivision Agreement stating that the Owner shall agree that all developments shall proceed in accordance with the City of Vaughan Sustainability Metrics program.
32. 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.

33. A clause shall be added to the Subdivision Agreement stating that all lots and/or blocks on the Plan to be left vacant for longer than six (6) months, shall be graded, seeded and/or sodded and maintained by the Owner to the satisfaction of the City.
34. When the construction of the Streetscape Works has been substantially completed to the satisfaction of the City, and prior to any landscape inspection by the Vaughan Development Planning Department (VMC Program), as a condition to any release of Performance and Maintenance Letter of Credit, the Owner shall provide the City with the following information:
 - a) 1 original certification letter stamped, signed, and certified by an OALA landscape architect certifying that all landscape work has been completed in accordance with the 'approved' landscape drawings;
 - b) 1 set of 'as-built' landscape architectural drawings stamped, signed, and certified by an OALA landscape architect (digital format);
 - c) 1 set of 'approved' landscape architectural drawings (digital format);
 - d) All drawing sets must be 100% complete and shall include the cover sheet and all construction detail sheets.

Development Engineering

35. The Owner shall enter into a subdivision agreement with the City of Vaughan to satisfy all conditions including draft plan conditions, financial or otherwise of the City, with regard to such matters as the City may consider necessary, including payments of development levies, the provisions of roads and municipal services, landscaping and fencing. The said agreement shall be registered against the lands to which it applies.
36. The road allowances included within this draft plan of subdivision shall be dedicated as public highways without monetary consideration and free of all encumbrances.
37. The road allowances included within this draft plan of subdivision shall be named to the satisfaction of the City and the Regional Planning Department.
38. The road allowances included in the Plan shall be designed in accordance with the City's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 metre reserves. The pattern of streets and the layout of lots and blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
39. Any dead ends or open sides of road allowances created by this draft plan of subdivision shall be terminated in 0.3 metre reserves, to be conveyed to the City

without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.

40. The Owner shall agree in the subdivision agreement that construction access shall be provided only in a location approved by the City and the Region of York.
41. 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 "A" / Street "B"/ Maplecrete Road/ Regional Road 7. The Owner agrees to modify the Draft Plan of Subdivision based on the approved road alignment and Right-of-Way width to the satisfaction of the City.
42. Prior to final approval of the Plan, the Owner shall provide easements as may be required for utility, drainage or construction purposes shall be granted to the appropriate authority(ies), free of all charge and encumbrance.
43. Prior to final approval of the Plan, a soils report prepared at the Owner's expense shall be submitted to the City for review and approval. The Owner shall agree in the subdivision agreement to carry out, or cause to carry out, the recommendations including pavement design structure for ideal and non-ideal conditions to the satisfaction of the City.
44. Prior to earlier of the initiation of any grading or registration of the Plan of Subdivision, the owner shall submit to the City for review and approval a detailed engineering report that describes the storm drainage system for the proposed development within this draft plan, which report shall include:
 - a) plans illustrating how this drainage system will tie into surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system;
 - b) the location and description of all outlets and other facilities;
 - c) storm water management techniques which may be required to control minor or major flows; and
 - d) proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction.

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

45. The Owner shall agree in the subdivision agreement that no building permits will be applied for or issued until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development.

46. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost any external municipal services, temporary and/or permanent built or proposed, that have been designed and oversized by others to accommodate the development of the plan.
47. The Owner shall relocate or decommission any existing municipal infrastructure or utilities, whether internal or external to the Plan of Subdivision to facilitate the development of the Plan of Subdivision, at its own expense, to the satisfaction of the City.
48. The Owner shall agree in the subdivision agreement to design, purchase material and install a streetlighting system in the Plan in accordance with City Standards and specifications. This Plan shall be provided in accordance with the Vaughan Metropolitan Centre (VMC) requirements, to the satisfaction of the City.
49. The Owner shall agree in the subdivision agreement that all lots or blocks to be left vacant shall be graded, seeded, maintained and signed to prohibit dumping and trespassing.
50. 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 such time as determined by the City or until assumption of the Plan. In order to maintain adequate chlorine residuals, the Owner will be required to retain a licensed water operator to flush the water system and sample for chlorine residuals on a regular basis determined by the City. The Owner shall be responsible for the costs associated with these activities including the metered consumption of water used in the program.
51. The Owner shall cause the following warning clauses to be included in a schedule to all offers of purchase and sale, or lease for all lots/blocks within the entire Plan:
 - a) "Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the building occupants."
 - 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."

Any additional warning clause as noted in the subdivision agreement shall be included in all Offers of Purchase and Sale or Lease for all Lots and/or Blocks within the Plan to the satisfaction of the City.

52. The Street "A" shall be planned, designed and constructed, to the satisfaction of the City with all interim and permanent works including drainage design, grading adjustment and illumination to the satisfaction of the City.
53. The Owner shall agree that prior to execution of a site plan agreement on the Block 2 Lands on the Plan, the Owner shall coordinate with the neighbouring landowner immediately west of the Subject Lands to provide written confirmation of an agreed upon vehicular access arrangement between the two parties to the City.
54. The Owner shall carry out, at no cost to the City, any temporary or permanent, access and drainage works that may be necessary to support the development under the interim condition to the satisfaction of the City.
55. 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.
56. 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 VMC Development Engineering division of Policy Planning & Special Programs, which shall address but not limited to the following:
 - a) a dewatering report/plan, necessary contingency plan, monitoring and reporting program during the construction;
 - b) assessment of the potential for impact to the existing building structures in vicinity of the proposed development due to dewatering operation; and,
 - c) design considerations for municipal services and structures.

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

57. 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 of the Plan. The City agrees to utilize its reasonable efforts to recover the Owner's costs of any external municipal services that have been designed and oversized by the Owner to accommodate any benefitting owners.
58. Prior to final approval, the Owner shall submit an environmental noise impact study and vibration impact study, prepared in accordance with MECP NPC-300 for review and approval by the City. The preparation of the noise report shall include the ultimate traffic volumes associated with the surrounding road network. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved noise report and include the necessary

warning clauses in all Offers of Purchase and Sale or Lease, to the satisfaction of the City.

59. 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. This Plan shall be provided in accordance with the Vaughan Metropolitan Centre (VMC) requirements, to the satisfaction of the City.
60. The Owner shall prepare, and the Development Engineering Department, the Policy Planning & Special Programs 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 Plans (TDM Plans); note that additional information and documents may be required upon the next submission. The Owner shall agree in the Subdivision Agreement to implement the recommendations of these reports and plans in the Plan of Subdivision to the satisfaction of the City.
61. The Owner shall agree in the Subdivision Agreement to design and construct the proposed road network, including intersection of Maplecrete Road and Regional Road 7, to the satisfaction of the Development Engineering Department with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization.
62. 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, and georeferenced CAD file, of all the Block areas, frontages and depths in accordance with the approved Zoning By-law for all Blocks within the Plan.
63. The Owner shall dedicate all roads, daylight triangles, and road widenings shown on the plan, to the satisfaction of the City.
64. 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 Vaughan Metropolitan Centre (VMC) and the Black Creek Optimization Study, final Black Creek Renewal Class Environmental Assessment Study, and Transportation Master Plan.
65. 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).

66. 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 the interim and ultimate development conditions. The required road allowances, including active transportation facilities, shall be designed in accordance with the City and York Region's standards for road and intersection design;
 - b) Provide a phasing and implementation plan, which includes details concerning such matters as the ultimate and interim traffic and transportation system to the satisfaction of the City and York Region and it should specify the required infrastructure improvements not only adjacent but beyond the subject lands and development triggers to support the development of the subject lands;
 - c) 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.
67. 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.
68. 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.
69. The Owner shall agree in the subdivision agreement to design and construct at its own cost the municipal services for the Plan in accordance with the final recommendations and conclusions of the approved VMC Master Servicing Strategy (as updated), to the satisfaction of the City.
70. The Owner shall agree in the subdivision agreement to design and construct at no cost to the City the storm water drainage infrastructure for the Plan in accordance with the final recommendations and conclusions of the VMC Functional Servicing Strategy Report once finalized, the final Black Creek Renewal Class Environmental Assessment Study, and City standards to the satisfaction of the City.
71. The Owner shall agree in the subdivision agreement to design and construct at no cost to the City mitigation measures consisting of LID/treatment train within the new and improvements to the right of ways to provide water quality treatment for runoff from the right of ways. To ensure both water quality criterion and tree canopy criterion are achieved within the limited space of urban right of ways, the City recommends the use of soil cell type LIDs.

The City requires cost contribution established and provided by the proponent and a comprehensive operation and maintenance (O&M) manual for implementing non-conventional infrastructure, which include, but are not limited to OGS and LIDs. The O&M cost contribution and O&M manual are to be reviewed and accepted by the City. Soil cells with a SWM function would similarly be recognized as non-conventional infrastructure and therefore have an associated O&M cost contribution requirement.

72. The Owner shall acknowledge and agree in the Subdivision Agreement that prior to issuance of a building permit on the Block 2 Lands, the Owner shall demonstrate that necessary Development Agreement(s) have been entered into with the City to commit to the design-build schedule of the Black Creek Renewal Works, and acknowledge and indemnify the City and TRCA from the risk they are accepting in advancing this development within a flood prone area. The Owner shall provide documentation including, but not limited to TRCA approved floodplain mapping and modelling and written confirmation from the City that Black Creek Renewal works associated with removal of the floodplain in the vicinity of the Subject Lands are complete or substantially advanced to the satisfaction of the TRCA and the City.
73. Prior to final approval of the Plan and/or commencement of grading or construction, the Owner shall implement the following to the satisfaction of the City:
 - a) Submit a Phase One Environmental Site Assessment (ESA) report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan (RAP), Risk Evaluation, Risk Assessment report(s) in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) or its intent, for the lands within the Plan. Reliance on the report(s) from the Owner's environmental consultant shall be provided to the City.
 - b) Should there be a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan required to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering all the lands within the Plan.
 - c) Submit a sworn statutory declaration by the Owner confirming the environmental condition of the lands to be conveyed to the City.
 - d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
74. The following warning clauses shall be included in the Agreement of Purchase and Sale, condominium declarations, condominium agreement and subdivision agreement:

- a) "Purchasers and/or tenants are advised that ultimate works for Street "A" and a vehicular connection to the west will be extended in the future in accordance with VMC Secondary Plan to facilitate development of adjacent lands without further notice."
- b) "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may 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."
- c) "This dwelling unit has been supplied with a central air conditioning system which will allow windows closed and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation, and Parks."
- d) "Purchasers/tenants are advised that due to the proximity of the adjacent industrial and commercial facilities, sound levels from these facilities may at times be audible."
- e) "Canadian National Railway Company ("CN") is the owner of certain lands known as the MacMillan Rail Yard (the "CN Lands") located within a kilometer of the Subject Lands, and that the CN Lands are now and will continue to be used for the present and future railway and trucking facilities and operations of CN and its customers on a continuous basis (24 hours of each day in each year) including, without limitation, the operation and idling of diesel locomotives and trucks with the generation of diesel fumes and odours, 24 hours a day artificial lighting of the CN Lands which may illuminate the sky, the classification, loading, unloading, braking and switching of rail cars containing bulk and other commodities including hazardous substances and/or goods containing the same which can make wheel squeal, noise, vibration, odours, airborne particulate matter and/or dust and the operation of various processes for the maintenance of rail and truck equipment.

CN, its customers, invitees, lessees and/or licensees will not be responsible for any complaints or claims by or on behalf of the owners and/or occupants of the Subject Lands from time to time arising from or out of or in any way in connection with the operation of the CN Lands and all effects thereof upon the use and enjoyment of the Subject Lands or any part thereof, and whether arising from the presently existing facilities and operations of CN, its customers, invitees, lessees or licensees, upon or from any and all future renovations, additions, expansions and other changes to such facilities and/or future expansions, extensions, increases, enlargements and other changes to such operations.

CN shall not be required, at any time, to change any of its facilities or operations upon the CN Lands as a result of or in response to any complaints or claims. CN may in the future renovate, add to, expand or otherwise change its facilities on the CN Lands and/or expand, extend, increase, enlarge or otherwise change the operations conducted upon the CN Lands.

An agreement under the Industrial and Mining Lands Compensation Act has been entered into between the Owner of the whole of the Subject Lands and CN releasing any right you may have now or in the future to sue CN, its customers, invitees, lessees and/or licensees for nuisance arising out of the operation of an activity at the CN Lands including any noise, vibration, light, dust, odour, particulate matter emanating therefrom.

Noise levels from CN's MacMillan Rail Yard may not meet the maximum noise limits of the Ministry of the Environment and Climate Change criteria as defined in Noise Assessment Criteria in Publication NPC-300, "Environmental Noise Guideline – Stationary and Transportation Noise Sources – Approval and Planning". Noise levels from activities from the CN MacMillan Rail Yard could potentially cause discomfort or annoyance and/or interrupt conversations in outdoor areas."

- f) "The Owner shall save harmless the City of Vaughan and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated."
 - g) "Purchasers/tenants are advised that adjacent properties may be redeveloped with mid to high-density proposals in the future."
75. Prior to earlier of the initiation of any grading or construction on the subdivision, 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.
76. Prior to earlier of the registration of the Plan of Subdivision or commencement of construction on the Subject Lands, the Owner shall provide plans and designs for the grading of the lands, streetscape works, the roads, and municipal services to the satisfaction of the City.
77. 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.
78. The Owner shall agree in the subdivision agreement to design and construct, at no cost to the City, Street "A" & "B" and the associated services, to the satisfaction of the City.
79. The Owner shall agree in the subdivision agreement to design and construct to the approved engineering drawings the necessary road improvement for the road widening along Maplecrete Road, to the satisfaction of the City. These works are considered growth related and certain elements are included in the 2022 City's Development Charges Background Study.