

Attachment 13
Conditions of Approval
Site Development File DA.21.001
(The Q Towers Limited Partnership and The Q Towers General Partner Inc.)

1. THAT prior to the execution of the Site Plan Agreement:
 - a) The Development and Parks Planning Department shall approve the final site plan, landscape plan and details, landscape cost estimate, building elevations and details, architectural materials, photometrics plan, lighting plan and sun-shadow study.
 - b) The Development and Parks Planning Department, Parks Division shall approve the Community Services and Facilities Impact Study that shall include:
 - a comprehensive review of walking distances to existing parks and trails; taking into account any physical barriers (i.e., rail lines, highways, valley/open space corridors); and
 - colour mapping illustrating locations of the above-noted information in the context of the Development site (i.e., walkshed map).
 - c) The Development Engineering Department shall approve the final site plan, servicing plan, grading plan, erosion and sediment control plan, Functional Servicing Report, Stormwater Management Report, Traffic Impact Study, and Noise Impact Study and Construction Noise and Vibration Zone of Influence Study.
 - d) The Development Engineering Department shall approve the final water servicing strategy, sanitary servicing strategy and stormwater management strategy.
 - e) The Environmental Services Department, Waste Management Division shall approve the final site plan and any plans associated with waste and recycling collection.
 - f) The Owner shall pay the applicable fees or charges for multi-residential waste diversion containers (recycling bag/container and organics kitchen container) in accordance with By-law 171-2013, as amended.
 - g) The Owner shall enter into a Privately-Owner Public Space Agreement with the City to address such matters as the design and maintenance of the privately-owner public space, easement in favour of the City, signage, ownership and future condominium corporation responsibilities, replacement of damaged furnishings, securities, indemnities, and reserve fund requirements, all to the satisfaction of the City.

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- h) The Owner shall provide an easement in favour of the City for the lands that form part of the Privately-Owned Publicly Accessible Open Space, in order to permit use by the City for the general public in perpetuity for the purpose of permitting uninterrupted and unobstructed public pedestrian ingress, egress, access, use and enjoyment in on, across, over and upon the privately-owner public space. The easements shall also be registered on title and shall form part of the condominium declaration.
 - i) The Owner shall enter into an Encroachment Agreement with the Development Engineering Department respecting the shoring and tiebacks that the Owner will require during the construction of the Development across the City's lands.
 - j) The Owner shall abide by the *Endangered Species Act (2007)* regulated by the Ministry of the Environment, Conservation and Parks and complete an information request form and submit it to the Ministry of the Environment, Conservation and Parks for confirmation of any potential Species at Risk on the Subject Lands.
 - k) The Owner/developer shall and enter into a legal binding Offer to Connect Agreement with Alectra Utilities which outline roles and responsibilities pertaining to the design, installation, energization and servicing of the Electrical Distribution System for the Development. Design and installation of the Electrical Distribution System can only commence once all monies, securities, easements and executed Offer to Connect Agreement have been received by Alectra Utilities. The Owner/developer is responsible to provide proof of the executed Offer to Connect Agreement to the municipality to have this condition met.
 - l) The Owner shall satisfy all requirements from York Region, Canada Post, Nav Canada, Toronto and Region Conservation Authority, Hydro One, Enbridge Gas Inc. and Bell Canada.
2. THAT the Site Plan Agreement shall include the following provisions and/or warning clauses, to the satisfaction of the City:
- a) "The Owner shall agree to implement the recommendations of the final Noise Impact Study and Construction Noise and Vibration Zone of Influence Study into the design and construction of the buildings on the Subject Lands."
 - b) "A noise consultant shall certify that the building plans are in accordance with the noise control features recommended by the final Noise Impact Study and Construction Noise and Vibration Zone of Influence Study."

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Where mitigation measures such as wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a Professional Engineer at the City's request. The Engineer's certificate must refer to the final Noise Impact Study and Construction Noise and Vibration Zone of Influence Study and be submitted to the City's Chief Building Official and the Director of Development Engineering."

- c) "The following warning clauses shall be included in Offers of purchase and sale/tenancy agreements for all units where the sound levels due to road traffic will exceed the Ministry of the Environment, Conservation and Parks (MOECP) limits notifying future residents and tenants of the noise excess above the Ministry of the Environment and Climate Change's) noise criteria as a result of the traffic noise:
- Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria.
 - Purchasers/tenants are advised that this dwelling unit has been supplied with a central air conditioning system which allows windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks' noise criteria."
- d) "The Owner shall agree to install parking prohibition signage on the north side of Sibella Way to the satisfaction of the Transportation and Fleet Management Services.
- e) "The Owner shall convey land at the rate of one hectare per 300 units and/or pay to the City of Vaughan, cash-in-lieu of the dedication of parkland at the rate of one hectare per 500 units, or at a fixed unit rate for the residential component-and cash-in-lieu of the dedication of parkland equivalent to two percent of the value of the Subject Lands for the commercial component prior to issuance of a building permit, in accordance with the *Planning Act* and the City's Cash-in-Lieu of Parkland Dedication policy. The Owner shall submit an appraisal of the Subject Lands prepared by an accredited appraiser for approval by the Real Estate Department, and the approved appraisal shall form the basis of the cash-in-lieu payment.

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The Owner is proposing a privately-owner public space. Should the privately-owner public space not be provided, the Owner will not be eligible for a parkland credit and to meet dedication requirements under the *Planning Act*, the VOP 2010 and current Parkland Dedication By-Law and amendments, payment-in-lieu of parkland will be applicable at the time of building permit.”

- f) The Owner/condominium shall be responsible for privately-owner public space in accordance with the Privately-Owner Public Space Agreement with the City to address such matters as the design and maintenance of the privately-owner public space, easement in favour of the City, signage, ownership and future condominium corporation responsibilities, replacement of damaged furnishings, securities, indemnities, and reserve fund requirements.
- g) The Owner/condominium shall provide an easement in favour of the City for the lands that form part of the privately-owned publicly accessible open space, in order to permit use by the City for the general public in perpetuity for the purpose of permitting uninterrupted and unobstructed public pedestrian ingress, egress, access, use and enjoyment in on, across, over and upon the privately-owner public space. The easements shall also be registered on title and shall form part of the condominium declaration.
- h) “Purchasers and/or tenants are advised that the lands contain a privately-owned publicly accessible open space to permit use by the City for the general public in perpetuity for the purpose of permitting uninterrupted and unobstructed public pedestrian ingress, egress, access, use and enjoyment in on, across, over and upon the privately-owner public space and which shall be maintained by the condominium in accordance with the Privately-Owner Public Space Agreement with the City.”
- i) “Purchasers and/or tenants are advised that the lot abuts the privately-owner public space and that lighting and noise should be expected from the use of the for recreation purposes.”
- j) “Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the privately-owner public space area are prohibited.”
- k) “The Owner shall pay to the City, a woodlot development charge per residential dwelling unit in accordance with the City’s Woodlot Acquisition Front-end Agreement prior to the issuance of a building permit.”

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- l) “The Owner shall agree to the removal of any trees in accordance with the Tree Protection Protocol and Tree Protection By-law 52-2018 through and to the satisfaction of the Parks, Forestry and Horticulture Operations Department.”

- m) “The Owner shall agree to notify both the Ministry of Tourism, Culture and Sport and the Development and Parks Planning Department immediately in the event that:
 - i) archaeological resources are found on the property during grading or construction activities, to which the Owner must cease all grading or construction activities; and

 - ii) where human remains are encountered during grading or construction activities, the Owner must cease all grading or construction activities. The Owner shall contact York Region Police, the Regional Coroner and the Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Business Services.”

- n) “The Owner shall abide by the requirements of the *Endangered Species Act* (2007) and the *Migratory Birds Convention Act* (1994) prior to the removal of any tree.”