

## **Attachment 1 – Conditions of Site Plan Approval (City of Vaughan)**

### **Site Development File DA.15.047 (Rutherford Contwo Investments Limited)**

#### **Conditions of Approval:**

- 1) THAT prior to the execution of the Site Plan Agreement:
  - a) The Development Planning Department shall approve the final site plan, landscape plan and cost estimate, Arborist Report, tree inventory and removal plan, building elevations, signage details and photometric plan;
  - b) The Owner shall dedicate all lands zoned “OS5 Open Space Environmental Protection Zone” free and clear of all charges and encumbrances to the satisfaction of the appropriate public authority;
  - c) The Development Engineering Department shall approve the final grading and servicing plan, erosion and sedimentation control plan, noise report, functional servicing and stormwater management report, hydrogeological assessment, environmental site assessment report, traffic impact study, transportation demand management plans and construction management plans. The Owner shall pay the Engineering Site Plan fees pursuant to the in-effect fees and charges By-law.
  - d) The Owner shall enter into a Development Agreement with the City, to satisfy all conditions, financial or otherwise regarding matters including payment of the development levies, the provision of roads and municipal services, landscaping and fencing. The Development Agreement shall be registered against the lands and the construction drawings approved to the satisfaction of the City;
  - e) The Owner shall enter into an Encroachment Agreement with the York Region to allow a portion of the private concrete walkways to be constructed within the Dufferin Street Region right-of-way and the Owner shall be responsible to maintain and /or remove the walkways when York Region constructs the planned intersection improvements;
  - f) The Owner shall enter into a Developers’ Group Agreement with the other participating landowners within Block 10 to the satisfaction of the City;
  - g) The Owner shall provide the City with a letter from the Block 10 Developers’ Group Trustee indicating that the Owner has fulfilled all cost sharing and other obligations of the Block 10 Developers’ Group Sharing Agreement, to the satisfaction of the City;

- h) The Owner shall pay the proportional servicing oversizing cost (\$4,026.96) in accordance with the Ruland Properties Inc. Subdivision Agreement (File 19T-98V01), plus applicable taxes, to the satisfaction of the City;
  - i) The Owner shall enter into a Tree Protection Agreement, which includes securities for trees to be preserved and protected in accordance with the approved Arborist Report;
  - j) The Owner shall pay to the City a woodlot development charge at the rate of \$1,000.00 per residential dwelling unit in accordance with the Special Area Woodlot Development Charge By-law and the City's Woodlot Acquisition Front-End Agreement;
  - k) The Owner shall satisfy all requirements of the Parks Planning Department;
  - l) The Owner shall satisfy all requirements of the Toronto and Region Conservation Authority;
  - m) The Owner shall satisfy all requirements of York Region as set out in Attachment 2;
  - n) The Owner shall satisfy all requirements from Alectra Utilities Corporation, Enbridge Distribution Inc., Bell Canada and Canada Post; and
  - o) The Owner shall satisfy all requirements of the Environmental Services Department, Waste Management Division.
- 2) THAT the Site Plan Agreement shall include the following provisions and warning clauses, to the satisfaction of the City:

#### Conditions

- a) "The Owner shall submit a final detailed final Noise Report for the Development on the Subject Lands in accordance with Ministry of the Environment Conservation and Parks noise assessment as defined in Publication NPC-300, "Environmental Noise Guideline-Stationary and Transportation Noise Sources", and the Owner shall implement the recommendations of the final Noise Report in the design and construction of the buildings and include all necessary warning statements in all agreements of Offer of Purchase and Sale Lease/Rental agreements and Condominium agreement(s) of individual units, to the satisfaction of the City."

- b) “A noise consultant shall certify that the building plans are in accordance with the noise control features recommended by the final Noise Report and be submitted to the satisfaction of the City’s Chief Building Official and the Director of Development Engineering.”
- c) “The Owner shall register appropriate restrictions on title with the future condominium corporation to provide the necessary noise mitigation measures as required in the final Noise Report, to the satisfaction of the City.”
- d) “The Owner shall agree and submit satisfactory evidence that the appropriate warning clauses have been included in agreements of Offer of Purchase and Sale, Lease/Rental agreements and Condominium agreements(s) and Declarations including but not limited to the following:
- “Purchasers and/or tenants for all dwelling units in Buildings A, B, C1, C2, D1, D2 and E on the site plan are advised that, despite the inclusion of noise control features in this development area and within the dwelling unit, the noise levels from increasing traffic may continue to be of concern, occasionally interfering with some activities of the occupants. This dwelling has, therefore, been equipped with forced air heating and ducting etc., or central air conditioning, which will allow windows to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of the Environment, Conservation and Parks and in compliance with the City’s noise requirements. The location of the air conditioning units shall be in compliance with the provisions of City of Vaughan Zoning By-law 1-88, as may be amended.”
  - “Purchasers and/or tenants for the dwelling units in Buildings F, G, H, K1 and K2 on the site plan are advised that, despite the inclusion of noise control features within the development area, road noise will continue to increase occasionally interfering with some activities of the dwelling occupants. This dwelling has, therefore, been equipped with forced air heating and ducting, etc. sized to accommodate the future installation of air conditioning by the purchaser and/or tenant. The location of the air conditioning units shall be in compliance with the provisions of City of Vaughan Zoning By-law 1-88.”
- e) “The Owner shall carry out to the satisfaction of the Toronto and Region Conservation Authority, the recommendations of the reports/strategies and details of the plans referenced in the Toronto and Region Conservation Authority’s conditions of site plan approval.”
- f) “The Owner shall provide fencing (1.5 m high vinyl chain link fence and all fence details) along the rear yard of the lots abutting the “OS5 Open Space

Environmental Protection Zone” along the east property line of the Subject Lands and the Owner shall include a warning clause in all Offers of Purchase and Sale, or Lease for all lots/buildings within the Subject Lands advising Purchasers/Tenants that the OS5 zoned lands within this Open Space Environmental Protection Zone will be left in a natural state and will not be maintained.”

- g) “The Owner shall submit a complete copy of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the Ministry of the Environment, Conservation, and Parks (MECP) should remediation of any portions of the Subject Lands 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). All environmental site assessment reports prepared in support of the RSC shall be submitted to the City along with reliance from the Owner’s environmental consultant.”
- h) “The Owner shall submit a sworn statutory declaration by the Owner confirming the environmental condition prior to any lands being conveyed to the City.”
- i) “The Owner shall submit a limited Phase Two Environmental Site Assessment (ESA) report in accordance or generally meeting the intent of the Ontario Regulation (O. Reg.) 153/04 (as amended) for all open spaces and landscape buffer blocks that are being conveyed to the City. The sampling analysis plan prepared as part of the limited Phase Two ESA should address the fill for applicable contaminants of concern and be developed in consultation with the City. The implementation of the sampling and analysis plan shall be completed to the satisfaction of the City and shall only be undertaken following certification of rough grading but prior to placement of topsoil. Reliance on the ESA report(s) from the Owner’s environmental consultant shall be provided to the City”.
- j) “The Owner shall work with the City and York Region to design and construct a sidewalk link including grading and street lighting along the Dufferin Street frontage in its ultimate location and shall construct a temporary interim sidewalk until the permanent sidewalk is constructed as part of the York Region improvements for the Dufferin Street and Rutherford Road intersection”.
- k) “The Owner has entered into a Tree Protection Agreement, which includes the security for trees to be preserved and protected in accordance with the approved Arborist Report, to the satisfaction of the City”.

- l) “The Owner shall agree in the Site Plan Agreement to include a condition in a future Condominium Agreement to address future operation and maintenance of the private easement located external to the land.
- m) “The Owner shall include warning clauses in the future Condominium Agreement and Declaration to address the operation and maintenance of sewers within the private easement located external to the Subject Lands.”
- n) “The Owner shall agree in the Site Plan Agreement to obtain all necessary permits from the TRCA pursuant to the Development, Interference and Wetlands and Alterations to Shorelines and Water Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended, to the satisfaction of the Toronto and Region Conservation Authority.”
- o) “That the Owner/future Condominium Corporation shall agree in the Site Plan Agreement that it will provide a three-stream waste collection system and be responsible for waste collection. The Owner shall also agree to include a clause in a future Condominium Agreement/Declaration to address future responsibility for waste collection.

#### Warning Clauses

- “Should archaeological resources be found on the Subject Lands during construction activities, the Owner must immediately cease all construction activities and immediately notify the Ontario Ministry of Tourism, Culture and Sport and the Development Planning Department, Urban Design and Cultural Heritage Division.”
- “In the event that human remains are encountered during construction activities, the Owner must immediately cease all construction activities. The Owner shall contact the York Regional Police Department, the Regional Coroner, the Registrar of the Cemeteries and Crematoriums Regulation Unit of the Ministry of Government and Consumer Services, and the City of Vaughan Development Planning Department, Urban Design and Cultural Heritage Division.”
- “Purchasers and/or tenants for all dwelling units on the site plan are advised that the lot abuts an open space area that will be left in a natural state and that any encroachments and/or dumping into park, are prohibited.”
- “Purchasers and /or tenants for all dwelling units on the site plans are advised that the sanitary and storm sewers within the private easement external to the Subject Lands shall be maintained by the Condominium Corporation.”

- “It will be the responsibility of the future Condominium Corporation to file an application for municipal waste collection. Upon successfully completing an application, a site inspection and the execution and registration of an Agreement with the Vaughan Environmental Services Department, Solid Waste Management Division, as determined by the City, the future Condominium Corporation may be eligible for municipal waste collection services. Should the Condominium Corporation be deemed ineligible by the City or choose not to enter into an agreement with the City for municipal waste collection services, all waste collection services shall be privately administered and shall be the responsibility of the condominium Corporation.”