

Attachment 20 – Conditions of Site Plan Approval (City of Vaughan)

Site Development File DA.18.075 (2748355 Canada Inc.)

Conditions of Site Plan Approval:

1. THAT prior to the execution of the Site Plan Agreement:
 - i. The VMC Program shall approve the final interim and ultimate site plans, building elevations, landscape cost estimates, interim and ultimate landscape plans (including the temporary playspace / amenity area), landscape details, photometric analysis drawings and wayfinding / signage design. The building elevations shall demonstrate the appropriate finishes, treatment and articulation of the built form to ensure activation of the public realm edges, including the interface with the pedestrian mews, privately-owned publicly accessible space, and courtyards, and shall include enlarged elevations at podiums. The landscape design shall demonstrate appropriate materiality and detailing to ensure creation of a high-quality public realm, and shall include enlarged plans at courtyards
 - ii. The Owner shall submit an analysis of tree soil volumes, including plans, site sections, detailed sections, and other details for both on-structure and on-grade conditions to fully demonstrate 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
 - iii. The Owner shall submit a detailed wind tunnel model and sun/shadow analysis to the satisfaction of the City. These studies should include existing and planned neighbouring buildings and demonstrate the incorporation of appropriate mitigation measures to ensure favourable micro-climactic conditions for people sitting, standing and walking as per the intended uses within the public realm
 - iv. Prior to final approval, the Owner shall provide a tree preservation study for the trees that are proposed to be protected along Highway 7, 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;

- v. The Owner is required to enter into a Tree Protection Agreement, prior to the execution of the Site Plan Agreement which includes a security for trees to be preserved and protected in accordance with the approved Arborist Report. The value of the security associated with the City's Tree Protection Agreement is determined through the following:
- Tree compensation formula provided in the Arborist Report based on the City Tree Replacement Requirement
 - The costs associated with tree protection measures (i.e. tree protection fencing, silt barriers etc.)
 - The costs associated with actual tree removals
- vi. The Owner shall submit to the City the final 3D digital model of the development, which shall include the accurately geo-referenced digital data, as outlined in the Draft VMC Submission Protocol, to the satisfaction of the VMC Program. If the 3D digital model of the development has not been completed by the Owner and provided to the City prior to the execution of the Site Plan Agreement, the Owner shall provide a separate Letter of Credit in a format satisfactory to the City of Vaughan in the amount of \$12,000.00 to guarantee the completion of the model;
- vii. The Owner shall provide a minimum 15 m wide public access easement 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;
- viii. The Owner shall submit detailed engineering drawings and reports to demonstrate that the underground pedestrian connection on P1 through Street A will not adversely impact the municipal road and which may include certification by a structural engineer to the satisfaction of the VMC Program. If it cannot be satisfactorily demonstrated that the underground pedestrian connection will have no adverse impacts on the municipal road and services on Street A, the pedestrian tunnel will be removed from all drawings and will not be approved as part of this proposal. Should it be deemed satisfactory by Development Engineering Staff, VMC Program, the Owner will enter into a non-exclusive easement agreement with the City and shall include clauses that 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 tunnel or service provided under this Agreement;

- ix. The Development Engineering Staff, VMC Program shall approve the final site servicing and grading plan, erosion control plan, functional servicing and storm water management reports and drawings, site illumination plan, utility coordination plan, geotechnical and hydrogeological assessment, dewatering plan, external lighting plan, environmental noise report, shoring and tie-back design, construction schedule and phasing plan, construction logistics plan, construction parking management plan, Urban Transportation Study, Transportation Demand Management Plan, and Pavement Markings and Signage Plan;
- x. The Owner shall submit to the City a detailed environmental noise and vibration impact study for the proposed development on the lands prepared in accordance with Ministry of the Environment, Conservation, and Parks (MECP) noise assessment criteria as defined in Publication NPC-300, "Environmental Noise Guideline-Stationary and Transportation Noise Sources", to the satisfaction of the City. The Owner shall agree in the Site Plan Agreement to implement the recommendations of the final noise report into the design and construction of the buildings on the lands, and include all necessary warning statements on all agreements of purchase and sale or lease of individual units, all to the satisfaction of the City. The Owner shall reimburse the City for the cost of the peer review of the Noise Report, as may be applicable;
- xi. A noise consultant shall certify that the building plans are in accordance with the noise control features recommended by the approved Noise Report. Where wall, window and/or oversized forced air mechanical systems are required by the Noise Report, these features shall be certified by a Professional Engineer at the City's request. The Engineer's certificate must refer to the final Noise Report and be submitted to Development Engineering Staff, VMC Program;
- xii. The Owner shall submit an application to Public Works, Environmental Services Department for any permanent dewatering system that is required for the building and enter into an agreement and/or permit to discharge groundwater as required by the City;
- xiii. The Owner shall enter into a Development Agreement, and any other necessary agreements, 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 payment of the development levies, financial securities, cost sharing, the provision of roads and municipal services, utilities, and landscape. The said agreement (s) shall be registered against the lands to which it applies and to the satisfaction of Development Engineering Staff, VMC Program;

- xiv. The Owner shall pay the Development Engineering Complex Site Plan fee, pursuant to the Fees and Charges By-law 192-2019, as amended, to the satisfaction of Development Engineering Staff, VMC Program;
 - xv. The Owner shall satisfy all requirements of the Environmental Services Department, Solid Waste Management Division and the Owner is advised that upon a successfully completed application, site inspection and executed agreement as determined by the Environmental Services Department, Solid Waste Management Division, the future condominium corporation will be eligible for municipal waste collection services. Should the future condominium corporation be deemed ineligible by the City or choose not to enter into an agreement with the City for municipal collection service, all waste collection services shall be privately administered and shall be the responsibility of the future condominium corporation;
 - xvi. For Phase 2, the Owner shall formally request servicing capacity (allocation) from the City's Development Engineering Department, and that the allocation for servicing capacity be approved by City Council for a total of 1,175 units;
 - xvii. The Owner shall satisfy all requirements of York Region;
 - xviii. The Owner shall satisfy all requirements of the Ministry of Transportation Ontario ('MTO'); and,
 - xix. The Owner shall satisfy all requirements of Alectra Utilities Corporation, Bell Canada, and Canada Post.
2. THAT the implementing Development Agreement shall include the following clauses:
- a. The design, construction, and servicing of the east-west 22.0 m wide local road (Street A), including the necessary improvements to Commerce Street and Interchange Way, and installation of the necessary municipal

services and utilities shall all be carried out to the satisfaction of Development Engineering Staff, VMC Program;

- b. Design and construction of the streetscape along the east side of Commerce Street from Highway 7 to the new local street (Street A) at a standard urban level of service to the satisfaction of the City;
- c. Design and construction of the streetscape along the west side of Commerce Street from Highway 7 to the new local street (Street A) to an interim condition to the satisfaction of the City;
- d. Design and construction of the streetscape along the west side of Interchange Way from Highway 7 to the new local street (Street A) at a standard urban level of service to the satisfaction of the City;
- e. Design and construction of the interim and ultimate streetscape along the east-west local road (Street A) from Commerce Street to Interchange Way to an enhanced level of service to the satisfaction of the City;
- f. The Owner shall convey the east-west local road (Street A) and associated daylight triangles to the City free of costs and encumbrances to the satisfaction of Development Engineering Staff, VMC Program;
- g. The Owner shall convey road widening on Interchange Way and associated daylight triangles to the City free of costs and encumbrances to the satisfaction of Development Engineering Staff, VMC Program;
- h. The Owner shall convey a public easement to the City free of costs and encumbrances for the municipal storm sewer connection to the satisfaction of Development Engineering Staff, VMC Program;
- i. The road allowances included within the Plan shall be dedicated as public highways without monetary consideration;
- j. Submit a geotechnical report that identifies the existing site conditions and provides recommendations for the design and construction of the proposed municipal infrastructure and services including a pavement design structure for ideal and non-ideal conditions to the satisfaction of the City. The Owner shall agree in the Development Agreement to carry out, or cause to carry out, the recommendations of the report to the satisfaction of the City;

- k. Submit a functional servicing report and a detailed storm water management report that describes the storm drainage system for the proposed site development and Street A, Commerce Street and Interchange Way road widening improvements which report shall include:
 - i. Plans to illustrate how this drainage system will tie into surrounding drainage systems, indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system;
 - ii. The location and description of all outlets and other facilities;
 - iii. Storm water management techniques, which may be required to control minor and major flows;
 - iv. Proposed methods of controlling or minimizing erosion and siltation on-site and in downstream areas during and after construction.

The Owner shall agree in the Development Agreement to carry out, or cause to carry out, the recommendations set out in any and all the aforementioned reports to the satisfaction of the City;

- l. Design and construct street lighting/pedestrian scale lighting system on Street A, Commerce Street, and Interchange Way 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 VMC Streetscape/Open Space Master Plan;
- m. 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;
- n. The Owner shall enter/participate into the Interchange Way trunk sanitary sewer spine services cost-sharing agreement with the City;
- o. The Owner shall agree to pay its proportionate share of the cost associated with implementing the recommendations of the on-going Integrated Urban Water Master Plan EA to the satisfaction of the City. Financial commitments will be secured based on the City's latest available cost estimate for the required infrastructure improvements;

- p. Prior to the conveyance of lands to the City, and/or any initiation of grading or construction on the lands, The Owner shall implement the following to the satisfaction of the City:
 - i. 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. Reliance on the report(s) from the Owner's environmental consultant shall be provided to the City;
 - ii. 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 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;
 - iii. Submit a sworn statutory declaration by the Owner confirming the environmental condition of the lands to be conveyed to the City;
 - iv. Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable;
 - q. The Owner shall make the necessary arrangements with the City's Environmental Services Department for the supply of potable water for construction purpose and implement a water flushing program to maintain the water quality on Street A, Commerce Street, and Interchange Way to City standard. The Owner shall be responsible for all costs incurred by the City in connection with the water used for testing and flushing the water distribution system.
3. THAT the implementing Site Plan Agreement shall include the following clauses:
- a. "The Owner shall agree to provide 90 off-site parking spaces for a minimum of seven (7) years after full occupancy of the Subject Lands. These 90 overflow parking spaces will accommodate the overflow of on-site parking demand and may be provided on adjacent blocks; however, shall be easily accessible, i.e. through pedestrian walkways, located no more than 350 m walking distance (approximately 5 minutes) from the

subject site. Subject to future parking utilization studies at the expense of the Owner, at both the Subject Lands and overflow parking lot, a portion or all of the 90 off-site parking spaces may be deemed unnecessary by the City if it can demonstrated through parking utilization studies that overflow spaces are no longer required to support parking demand for the Subject Lands.”

- b. “The Owner shall implement all traffic control measures on-site as outlined in the Transportation Impact Study, including the implementation of all pavement marking, signage and traffic control devices to ensure pedestrians and cyclists safety especially as it relates to the underground parking ramp access on Interchange Way”;
- c. “The Owner shall agree to follow the approved TDM Plan (as outlined in the Transportation Impact Study), including funding and implementation of all physical and programmatic TDM measures, on-going management and operation, monitoring and review of the TDM Plan. The Owner shall submit TDM Plan Updates, after conducting transportation surveys, to the satisfaction of the Development Engineering Staff, VMC Program.”
- d. “The Owner shall agree to implement the recommendations of the final noise report into the design and construction of the buildings on the lands and include all necessary warning statements on all agreements of purchase and sale or lease of individual units, all to the satisfaction of the City.”
- e. “The Owner shall agree to include the necessary warning clauses in agreements of offer of purchase and sale, lease/rental agreements and condominium declarations including but not limited to the following:
 - i. “Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the individual building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels may exceed the sound level limits of the City and the Ministry of the Environment, Conservation, and Parks.”
 - ii. “This dwelling unit has been supplied with a central air conditioning system which will allow windows 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.”

- iii. "Purchasers/tenants are advised that due to the proximity of nearby commercial/office/retail facilities, sound from those facilities may at times be audible."
- f. "Prior to execution of the Condominium Agreement(s), the Owner shall submit to the City satisfactory evidence that the appropriate warning clauses have been included in the offer of purchase and sale, lease/rental agreements and condominium declarations."
- g. "The Owner shall make the necessary arrangements with the City's Environmental Services Department for the supply of potable water for construction purpose and implement a water flushing program to maintain the water quality."
- h. "The Owner will be required to pay applicable Development Charges in accordance with the Development Charges By-laws of the City of Vaughan, Region of York, York Region District School Board and York Catholic District School Board."
- i. "For high-density residential development, the Owner shall convey land at the rate of 1ha per 300 units and/or pay to Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland at the rate of 1ha per 500 units, or at a fixed unit rate, prior to the issuance of a Building Permit, in accordance with the *Planning Act* and the City's cash-in-lieu policy."
- j. "Should archaeological resources be found on the property during construction activities, the Owner must immediately cease all construction activities and notify the Ontario Ministry of Tourism, Culture and Sport and the Development Planning Department, Urban Design and Cultural Heritage Division."
- k. "If human remains are encountered during construction activities, the Owner must immediately cease all construction activities. The Owner shall contact the York Regional Police Department, the Regional Coroner, the Registrar of the Cemeteries and Crematoriums Regulation Unit of the Ministry of Government and Consumer Services, and the City of Vaughan Development Planning Department, Urban Design and Cultural Heritage Division."
- l. "The Owner shall grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication and

telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.”

- m. “The Owner/developer will provide each building/tower with its own centralized mail receiving facility. This lock-box assembly must be rear-loaded, adjacent to the main entrance and maintained by the Owner/developer in order for Canada Post to provide mail service to the tenants/residents of this project. For any building where there are more than 100 units, a secure, rear-fed mailroom must be provided.”
- n. “The Owner/developer agrees to provide Canada Post with access to any locked doors between the street and the lock-boxes via the Canada Post Crown lock and key system. This encompasses, if applicable, the installation of a Canada Post lock in the building’s lobby intercom and the purchase of a deadbolt for the mailroom door that is a model which can be retro-fitted with a Canada Post deadbolt cylinder.”
- o. “The applicant shall contact Enbridge Gas Distribution’s Customer Connections department by emailing SalesArea30@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.”
- p. “If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.”
- q. “Easement(s) are required to service this development and any future adjacent developments. The applicant will provide all easement(s) to Enbridge Gas Distribution at no cost.”
- r. “In the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution’s Customer Connections department.”