

March 3, 2020

**BY EMAIL & DELIVERED**

City of Vaughan  
Development Planning Department  
2141 Major Mackenzie Drive  
Vaughan, Ontario  
L6A 1T1

Attn: Mr. T. Coles, City Clerk, City of Vaughan

**Re: Committee of the Whole Public Hearing– March 3, 2020  
ITEM 3.1 – Zoning By-law Amendment - File No. Z.19.034  
BOSTAR INC. - 5875 Regional Road 7  
City of Vaughan  
Our file: 1711-20**

We are planning consultants writing on behalf of NAPCO - Royal Building Products, a Westlake Company, a well-established manufacturer in this area since 1987, herein referred to as 'Royal'.

Our client's manufacturing business operates at 101, 131 and 155 Regalcrest Court, and related properties and continues to participate in the land use planning process as it relates to the further commercial development and intensification of properties abutting their lands. In particular, the 155 Regalcrest Court building is located to the immediate south of the 5875 Regional Road 7 property, which is subject of the above captioned Zoning By-law Amendment application to permit a Drive-Through Facility accessory to an eating establishment.

The '5875' property is located within a 'Regional Intensification Corridor' and is currently developed with a multi-unit employment building, parking, and loading areas and drive and access aisles, etc. As noted in the City's Public Hearing Report, there is considerable land use planning history with the '5875' property involving the addition of two new commercial buildings, with one now proposing a drive through facility accessory to an eating establishment.

Please refer to the attached Aerial Image No. 1 which describes Royal's property in proximity to the '5875' property, each sharing a mutual property boundary of some 210 m. (690 ft.) in length.

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POUND & STEWART ASSOCIATES LIMITED



## **THE ORIGINAL SITE PLAN CONTROL AGREEMENT**

In July 1988 the Town of Vaughan ('now City') entered into a Site Plan Control Agreement with the registered owner of the '5875' property, attached as Appendix 1. This Site Plan Control Agreement appears to effectively 'run with the property' notwithstanding that there are now different registered land owners.

## **NEED FOR EFFECTIVE LANDSCAPING & SCREENING**

In review, there appears to be a substantial deficiency existing today by the lack of on-site landscaping and effective screening, as originally intended for the '5875' property. When comparing Schedule 'B' of the Site Plan Agreement with Images 1 and 2, it is clear that the southern border or rear lot line of the '5875' property (abutting Royal's property) has been particularly affected by poor implementation and unacceptable maintenance of the landscaping.

For example, please refer to Image 3 describing the location where originally existing trees are no longer in place. This effectively has opened up a direct visual gap, or sight line, between Regional Road 7, the '5875' property and the 155 Regalcrest Court property located further south. Of interest the applicant's proposed Landscape Plan, Sheet L1 indicates that the "Existing Trees are to be Preserved". Sheet L1 describes six (6) trees, however it appears that there are only two (2) trees remaining on the '5875' property at this location today. As well, there is virtually no attention in terms of landscaping to be provided for the border area, located between the '5875' and the 155 Regalcrest Court properties, contrary to what was intended in the original Site Plan Control Agreement.

In summary, while the proposed new restaurant building will provide a break to the sight line, in my opinion, it does not reduce the importance of effective landscaping and screening to be located between the two abutting properties. Given the proposed commercial land use intensification and resulting vehicular and pedestrian activities on the '5875' property, there is a need for effective screening between each of these properties, and landscaping is recommended as an option in this regard.

It is recommended that as a condition to approving the Bostar Inc. Zoning By-law Amendment an updated Site Plan Agreement with the current registered land owner of this '5875' property be implemented, to ensure that effective landscaping is installed and regularly monitored along the '5875' property boundary line between the '155 Regalcrest Court property, as originally intended per the July 1988 Site Plan Control Agreement.

## **NEED FOR BETTER LOCATED & MANAGED GARBAGE DISPOSAL AND/OR REFUSE BINS**

Please refer to Image 4 which describes the spillover from randomly located garbage disposal and refuse bins located along the '5875' property boundary line with the '155 Regalcrest Court property. Typically, restaurants generate a lot of grease and oils in food preparation and disposal and this image depicts the spillover of these by-products onto the 155 Regalcrest Court property, across the retaining wall.

Given the proposed commercial land use intensification and resulting vehicular and pedestrian activities on the '5875' property, there is a need to provide better on-site locations while ensuring the proper management of garbage disposal and/or refuse bins. Based on the review of the July 1988 Site Plan Control Agreement there is no provision or permission for garbage disposal and/or refuse bins at the location set out on in Image 4. This area of the property is to be used for vehicular parking to meet Zoning By-law parking supply standards.

It is recommended that as a condition of approval of this Zoning By-law Amendment, an updated Site Plan Agreement with the current registered land owner for the '5875' property be implemented, to ensure properly located and maintained garbage disposal and/or refuse bins on-site.

This may require the construction of on-site garbage enclosures. As well, it is important to ensure and monitor that all garbage associated with any restaurants, patios and the drive through operations are well managed, ensuring that it is regularly cleaned to ensure garbage does not pile up and/or accumulate or 'wedge in' along the fence line.

## **CLARIFICATION SOUGHT REGARDING PROPOSED LOADING SPACE**

There appears to be a new Loading Space to be located in the south-east corner of the '5875' property. Clarification is sought as to its purpose and business served.

## **65R - 26788 R-PLAN RELATIONSHIP BETWEEN PROPERTIES**

Given the intensification of the '5875' property with existing and proposed eating establishments there is a need to ensure better management of grease traps in the restaurant facilities to ensure that the existing service pipes remain clear. This also translates into the stormwater run-off issues as these lands are proximate to TRCA regulated lands located to the south-east and the piping service network that traverses in this direction.

## EFFECTIVE NOISE MANAGEMENT - THE NPC-300 GUIDELINE

'Royal' is on record in its objective to not support noise sensitive land uses on the 5875 Regional Road 7 property, and elsewhere on the Bostar Inc. vicinity properties. Also, there is a request to minimize windows and provide noise protective wall coverings/materials on all elevations of Bostar buildings that directly face Royal's 101, 131 and 155 Regalcrest Court properties to mitigate ambient noise.

In support of 'Royal' position on this matter reference is made to the Provincial Ministry of the Environment and Climate Change (MOECC) - *"ENVIRONMENTAL NOISE GUIDELINE, STATIONARY AND TRANSPORTATION SOURCES - APPROVAL AND PLANNING"* (publication NPC-300) guiding the City and proponents of new and re-development. The Guideline provides recommendations on noise criteria for general land use planning, and in particular those land uses sensitive to noise, and supports the *Planning Act* and the *Provincial Policy Statement, 2014, (PPS)*, as well as the *Environmental Guideline D-1 "Land Use Compatibility"*, among others.

This Guideline brings consistency to the three primary areas in which noise impact reports and assessments are important, including land use planning, environmental compliance approvals (including renewable energy approvals through the process mandated for renewable energy projects) and for enforcement of noise excesses, whether through complaints to the MOECC, or through a municipal noise bylaw.

The new Class 4 Area is subject to the designation of a municipal authority, likely by way of an Official Plan and/or Zoning By-law. Royal continues to request that the Class 4 Area designation be applied to all of the Bostar Inc. lands from Royal Gate Blvd. northerly and wrapping around and including the 5875 Highway 7 lands, subject of this current application.

The intent of the new Class 4 Area is to facilitate urban intensification and/or areas of redevelopment with nearby potentially noise sensitive and noise producing land uses. For example, where a municipality establishes a Class 4 development area, adjacent to existing industrial facilities with stationary sound sources, the relaxed sound level limits also become available to these industries, as well as the noise sensitive land uses. While these new standards are less stringent there is a change in the way background noise levels are used in noise assessments compared to the prior Guidelines. This technically supports higher noise level limits such as those associated with urban intensification.

It is noted that the proposed design of eating establishment appears to have minimal, if any, window exposure contained in their southern elevation, as it directly faces Royal's manufacturing operation to the south, in line with their existing building.

#### **THE NPC-300 GUIDELINE: THE ONUS FOR NOISE SENSITIVITY**

Importantly this Guideline acknowledges the responsibility of *'proponents of a new noise sensitive land uses'*, where under C1.3.1, *"... the proponent of a new noise sensitive land use (is responsible) to ensure compliance with the applicable sound level limits and for these responsibilities to be reflected in land use planning decisions. A proponent's responsibilities include, but are not limited to:*

- (1) determining the feasibility of the project;*
- (2) assessing outdoor and indoor acoustical environments, as appropriate;*
- (3) investigation of feasible means of noise impact mitigation;*
- (4) ensuring that the required noise control measures are incorporated into the development, and;*
- (5) describing the technical details, and clarifying the responsibility for the implementation and maintenance, of the required noise control measures."*

This is deemed to mean that a new noise sensitive land use bears responsibility when it is proposed to be located near land uses that generate noise as part of their industrial operation or planned function.

#### **THE NPC-300 GUIDELINE & LAND USE PLANNING**

Introducing new noise sensitive land use becomes a potential factor in limiting existing and future industrial activity, particularly where Environment Compliance Approval (ECA) is sought to support industrial activities. In this case, Acoustic Assessment Reports, Audits and Noise Abatement Action Plans are potentially required which increases costs, processing time and this may compromise the issuance of a required ECA for the industrial or commercial facility to function and/or expand activities where noise is a by-product of operations.

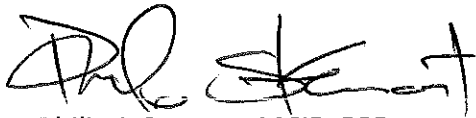
In summary, 'Royal' recommends the City of Vaughan's implementation of the NPC-300 GUIDELINE Class 4 Area status, as it would apply to lands that surround its 101, 131 and 155 Regalcrest Court manufacturing operations.

Please ensure our firm remains on the City's mailing list regarding any future public notices, updates, reports, Committee and Council Agenda related items, and any Council decision or actions on the above captioned matter.

Also, we would appreciate your distribution of this filed submission to the Committee of the Whole.

Thank-you in advance for your co-operation.

Yours truly,  
Pound & Stewart Associates Limited

A handwritten signature in black ink, appearing to read 'Philip J. Stewart', is written over the printed name.

Philip J. Stewart, MCIP, RPP

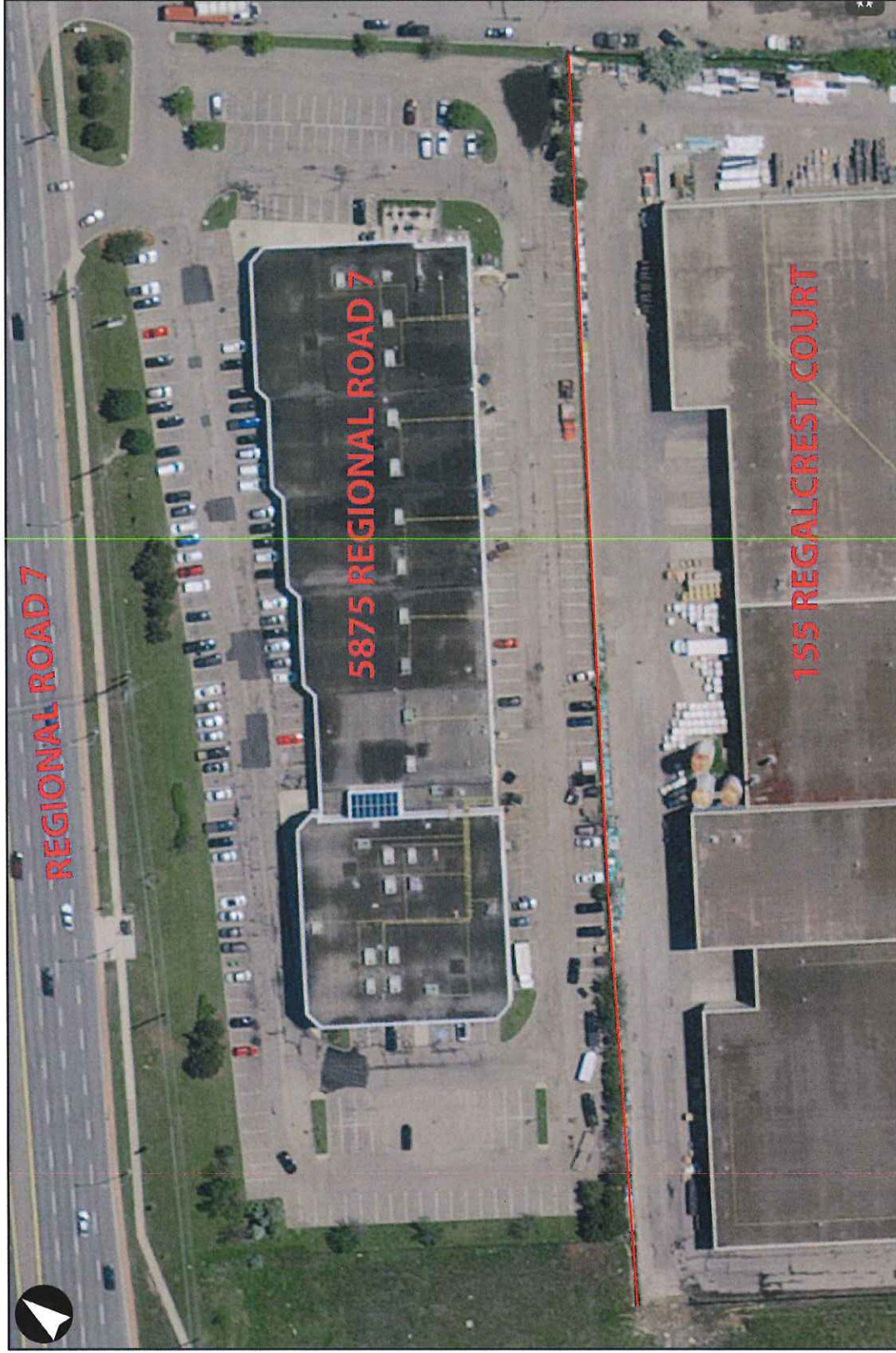
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Attachments: Images 1-4  
Site Plan Control Agreement - July 1988

cc. Mr. B. Kiru, Acting Deputy City Manager, Planning and Growth Management  
cc. Ms. J. Kim, Planner  
cc. Mr. R. Gray, Miller Thomson  
cc. client



IMAGE 1 - WEST OBLIQUE AERIAL VIEW OF 155 REGALCREST COURT AND 5875 REGIONAL ROAD 7  
CITY OF VAUGHAN



**NAPCO**  
ROYAL PIPE & FITTINGS

**POUND & STEWART**  
PLANNING CONSULTANTS • CITYPLAN.COM  
**CITYPLAN+PORTAL**  
Helping People Shape Living, Working & Public Spaces



**IMAGE 2 - AERIAL VIEW OF 155 REGALCREST COURT & 5875 REGIONAL ROAD 7  
CITY OF VAUGHAN**



1711\_Image2\_Feb.28.20

**NAPCO**  
ROYAL PIPE & FITTINGS

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IMAGE 3 - NORTH VIEW FROM 155 REGALCREST COURT, CITY OF VAUGHAN



**NAPCO**  
ROYAL PIPE & FITTINGS

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Helping People Shape Living, Working & Public Spaces



IMAGE 4 - NORTH-WEST VIEW FROM 155 REGALCREST COURT, CITY OF VAUGHAN



# APPENDIX 1

THIS AGREEMENT DATED THE 23<sup>rd</sup> DAY OF July 1988

THE CORPORATION OF THE TOWN OF VAUGHAN

AGREEMENT MADE PURSUANT TO

SECTION 40 OF THE PLANNING ACT

BETWEEN:

THE CORPORATION OF THE TOWN OF VAUGHAN

hereinafter called "Vaughan"

OF THE FIRST PART

- and -

ROYBRIDGE HOLDINGS LIMITED

hereinafter called the "Owner"

OF THE SECOND PART

WHEREAS the Owner is the owner of certain lands in the Town of Vaughan, being part of Lot 5, Concession 8, more particularly described as Parts 1, 2, 3, and 4, Plan 65R-4536.

AND WHEREAS Council has enacted By-law Number 274-86 designating the whole of the Municipality of the Town of Vaughan as a Site Plan Control Area;

AND WHEREAS this Agreement is entered into pursuant to Section 40 of the Planning Act, 1983.

NOW THEREFORE, in consideration of the premises, the Owner and Vaughan hereby mutually covenant and agree as follows:

1. The lands subject to this Agreement, hereinafter referred to as "the lands", are situate in the Town of Vaughan in The Regional Municipality of York, being part of Lot 5, Concession 8, more particularly described as Parts 1, 2, 3, and 4, Plan 65R-4536.

2. The Owner shall develop the lands identified as Part 1 of Schedule "A1" attached hereto, in accordance with Schedules "A1", "A2", "B" and "C" attached hereto, and shall not use any

area of the lands for any other purpose other than the use designated on the said Schedules.

3. The Owner shall develop and maintain the lands shown as Part 2 on Schedule "A1", attached hereto, in accordance with the terms of an agreement executed between the Owner and Vaughan, dated July 11th, 1986, registered as Instrument No. 405675.

4. The building shown as "Building C" on Schedule "A1" attached hereto, shall be deemed as a commercial complex pursuant to the provisions of Section 4(2)(b) of By-law 2961, as amended.

5. All building elevations shall be completed and maintained in accordance with Schedule "C", attached hereto.

6. All landscaping shall be completed in accordance with Schedule "B", attached hereto, and shall be maintained in a satisfactory condition. Any unsatisfactory landscape components shall be replaced as soon as possible.

7. Signs shall be erected to the satisfaction of the Vaughan Fire Chief and in accordance with Schedule "D", attached hereto, on all fire routes shown on the said Schedule "A1".

8. No use of any building shall commence until the grading, sodding, landscaping, fencing, parking, and curbing shown on Schedule "B" are completed, provided that if weather is adverse or supplies short, Vaughan may waive this provision with regard to sodding and landscaping.

9. All outside lighting erected on the lands shall be diffused and directed inward from adjacent land uses and public streets. If, in the opinion of Vaughan or other authorities having jurisdiction over adjacent residential areas and public streets, lighting shields are necessary to stop direct peripheral lighting to such areas and streets, then the Owner shall erect same forthwith.



10. Prior to the erection or placing of any sign, the Owner shall have obtained a sign permit from Vaughan. Should a sign be placed or erected without a permit, Vaughan may enter on the premises in order to remove the sign and may draw upon the Letter of Credit in order to facilitate the removal of the sign.

11. The Owner shall complete all drainage works in accordance with Vaughan Standards and as shown on the attached Schedule "A2". The Owner shall maintain all said works so that the post-development storm water flows do not exceed the pre-development flows or the flows predicted in the approved storm water management report. These works shall include all components necessary to incorporate roof top storage where applicable. In the event that the Owner fails to fulfill its obligation in this matter, Vaughan may construct the appropriate works to control the storm water runoff from the lands to within the allowable limits at the Owner's expense and the Owner hereby waives any claims for damages which may result from the construction of such works by Vaughan.

12. If the information on the said Schedules is incorrect, the grading shall be completed in a manner satisfactory to Vaughan. Prior to the release of the Letter of Credit, referred to in Paragraph 20, the Owner shall submit to Vaughan an "as built" site plan approved by Vaughan and a Professional Engineer as defined by the Professional Engineers Act, 1984.

13. The Owner shall complete and maintain all of the works required to be done, as set out in this Agreement, to the satisfaction of Vaughan and if in default thereof the provisions of Section 325 of the Municipal Act, R.S.O. 1980, c.302 shall apply.

14. Notwithstanding that a building permit may be issued for the construction of a building, construction thereof shall not proceed above grade until a Professional Engineer, as

defined by the Professional Engineers Act, 1984, has certified that the building is proceeding in accordance with the approved plans and that the elevation at the top of foundation and the estimated finished floor elevations complies with the approved elevations shown on the plan on the basis of which the building permit was issued.

15.i) Should the development of lands, in accordance with this Agreement, require the installation of services on or access over a public road allowance or public lands, the Owner shall be responsible for the restoration of the lands to their former condition and for the repair of all damage, to the satisfaction of Vaughan. Should the Owner fail to restore the affected area to the satisfaction of Vaughan, the work may be done by Vaughan at the Owner's expense. The Owner shall reimburse Vaughan within 30 days of demand and if payment is not made then Vaughan may recover the cost from the Letter of Credit referred to in Paragraph 18.

15.ii) The Owner shall keep all roads used for access to the lands in good, mud and dust free condition during the construction of services and buildings. If the Owner fails to carry out any of the above-noted works within 24 hours of written notice from Vaughan, the work may be done by Vaughan at the Owner's expense. The Owner shall reimburse Vaughan within 30 days of demand and if payment is not made, Vaughan may recover the cost from the Letter of Credit referred to in Paragraph 18.

16. The Owner shall indemnify and save harmless Vaughan and/or its employees from all actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of a requirement of this Agreement, save and except for damage caused by the negligence of Vaughan or its employees. Upon execution of this Agreement, the Owner shall file with Vaughan a

certificate showing the Owner's carrying public liability insurance in an amount of not less than \$1,000,000.00 and that Vaughan is named as a co-insured.

17. This Agreement, with the Schedules thereto, may be registered upon the title to the lands. The covenants, agreements, conditions, and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it, its successors, or assigns as owners from time to time. The Owner hereby appoints its successors or assigns as its attorney and agent with full authority to enter into any agreement with Vaughan to amend this Agreement in any way that is mutually agreeable. The Owner shall pay to Vaughan the cost of registration of the Agreement as well as any further costs incurred by Vaughan as a result of the registration of any other documents pertaining to this Agreement.

18. The Owner shall file with Vaughan, upon the execution of this Agreement, a Letter of Credit in the amount of \$30,000.00 to guarantee the completion of the works referred to in this Agreement. If the Owner fails to complete all of the works within one year from the date hereof, then Vaughan may draw upon the Letter of Credit for its estimate of the cost of completing the work and enter upon the lands for that purpose. In the event that the Letter of Credit is not sufficient to cover such expenses, Vaughan may recover the deficit by action against the Owner or in like manner as municipal taxes owing upon the lands. In the event that the Owner is delayed in substantially completing the said works by any act beyond its reasonable control and without limiting the generality of the foregoing by reason of unavailability of building permits, adverse weather conditions, labour disputes, strikes and lockouts, national shortages, acts of God or the Queen's enemies, riots, insurrection or damage by fire, lightning or

tempest, the date set for the substantial completion and agreed to by Vaughan shall be automatically extended by a period of time equal to such delay. The Letter of Credit shall be kept in force by the Owner until it has fulfilled all of its obligations under this Agreement. If Vaughan is not provided with a renewal of the Letter of Credit required by this Agreement at least thirty (30) days prior to its expiration, it may draw the funds secured by such Letter of Credit and hold them on the same basis as it held the Letter of Credit.

19. Prior to the execution of this Agreement by Vaughan, the Owner shall file with Vaughan a certified cheque in the amount of \$35,700.00 being Vaughan's estimate of 2% of the market value of the lands determined as of the day before the day of the issuance of the building permit pursuant to Section 41, Planning Act, 1983. The Owner shall be given credit for park levies previously paid in respect of the lands.

The Owner shall obtain an appraisal from an accredited appraiser at the Owner's expense and the park levy shall be deducted from the deposit and the balance repaid to the Owner forthwith or the Owner shall pay any deficit on demand. If the required amount is not paid within 5 business days, Vaughan may draw upon any Letter of Credit filed with it by the Owner for the required amount.

20. Prior to the release of the Letter of Credit, the Owner shall complete the works set out in the Agreement secured by such Letter of Credit to the satisfaction of Vaughan. The Owner shall arrange for an inspection of the lands through the Vaughan Treasury Department and once all deficiencies have been rectified to Vaughan's satisfaction and the works completed in accordance with this Agreement, the Letter of Credit may then be released.



21. The provisions of this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.


In Witness Whereof the parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers on that behalf or their hand and seal as the case may be.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

THE CORPORATION OF THE TOWN OF  
VAUGHAN

  
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L. D. JACKSON, MAYOR

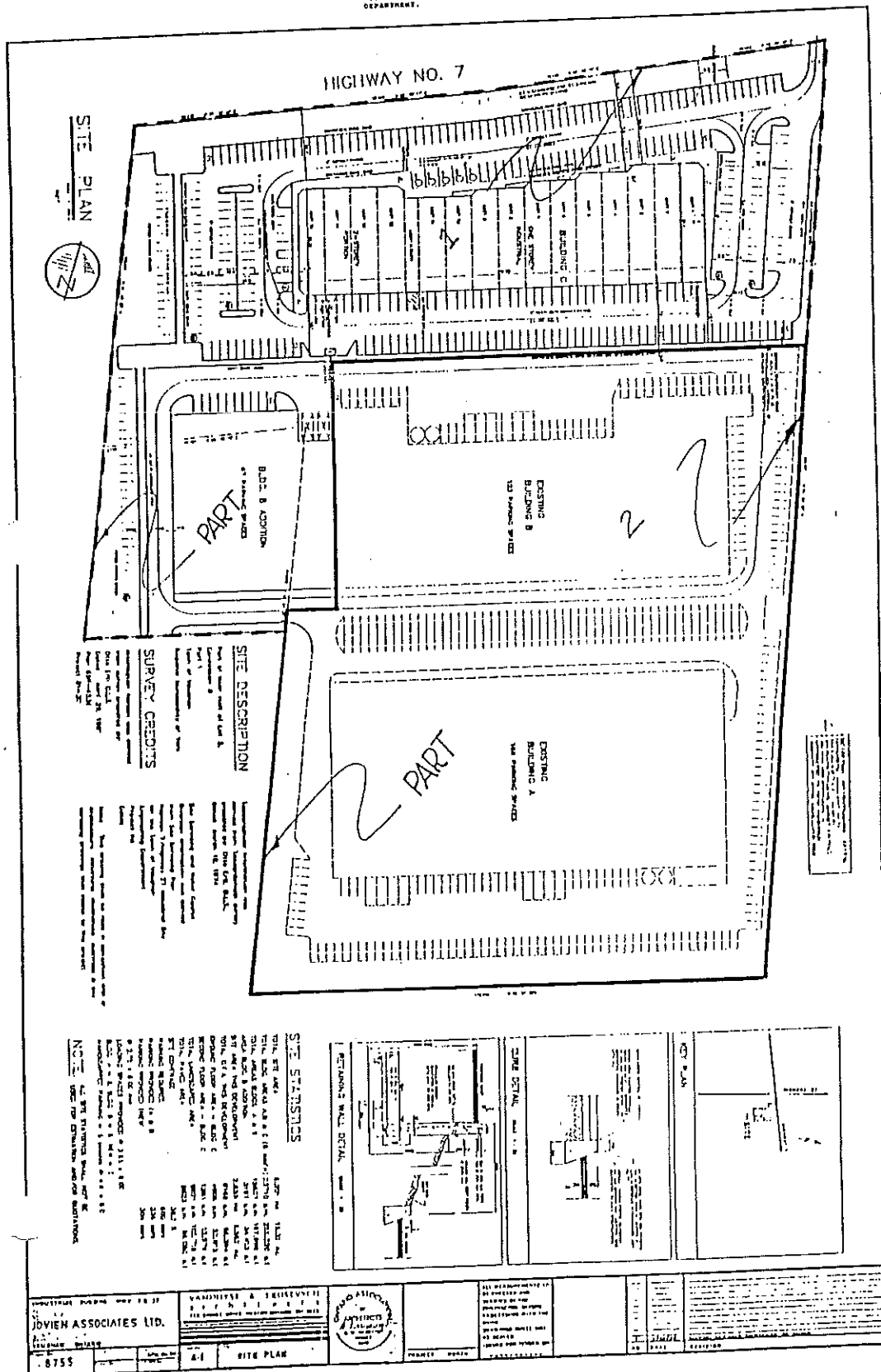
  
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ROYBRIDGE HOLDINGS LIMITED  
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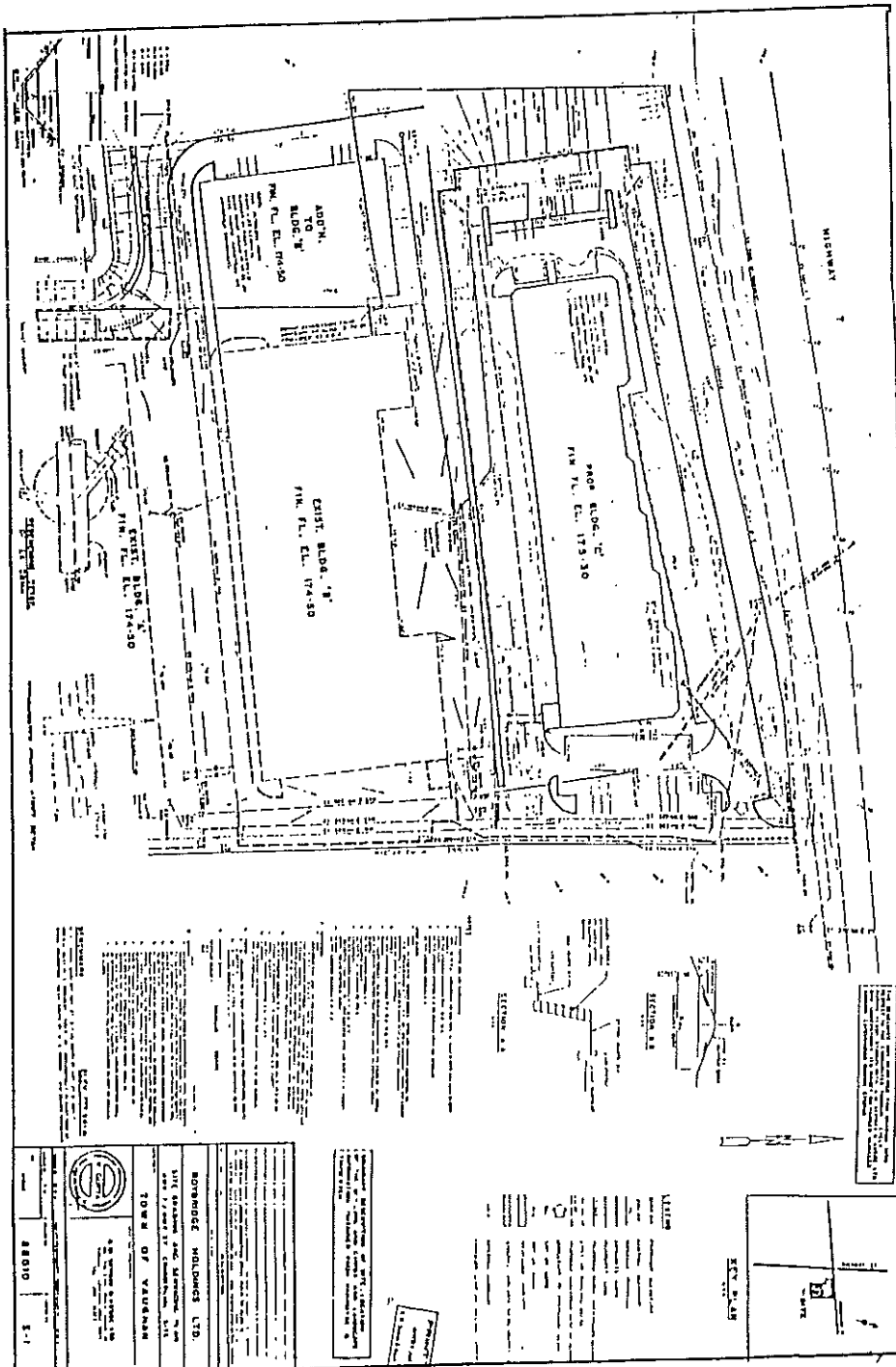
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NOTE: FOR SPECIFIC DETAILS REFER TO  
LARGE SCALE DRAWINGS DEPOSITED  
WITH THE TOWN OF TAUGHAM BUILDING  
DEPARTMENT.



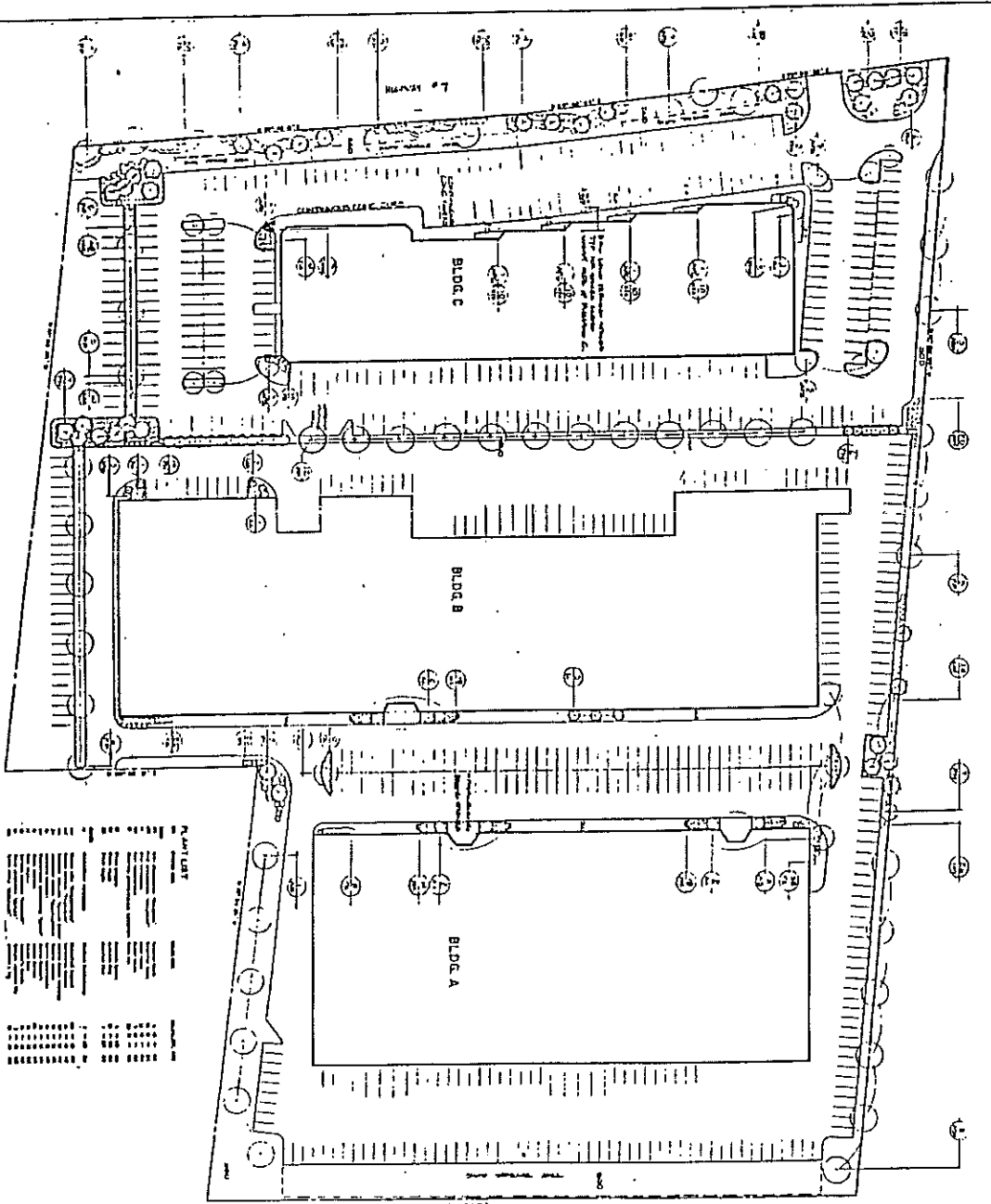
# THIS IS SCHEDULE "A2" TO AGREEMENT

NOTES FOR SPECIFIC DETAILS REFER TO  
LARGE SCALE DRAWINGS DEPOSITED  
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# THIS IS MODULE "B" TO AGREEMENT

NOTE: FOR SPECIFIC DETAILS REFER TO  
LARGE SCALE LANDSCAPE DEPOSIT  
WITH THE TOWN OF VAUGHAN BUILDING  
DEPARTMENT.



Plant List

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CONCEPT LANDSCAPE PLAN

James Associates Ltd

INDUSTRIAL BUILDINGS & BAY  
TOWN OF VAUGHAN

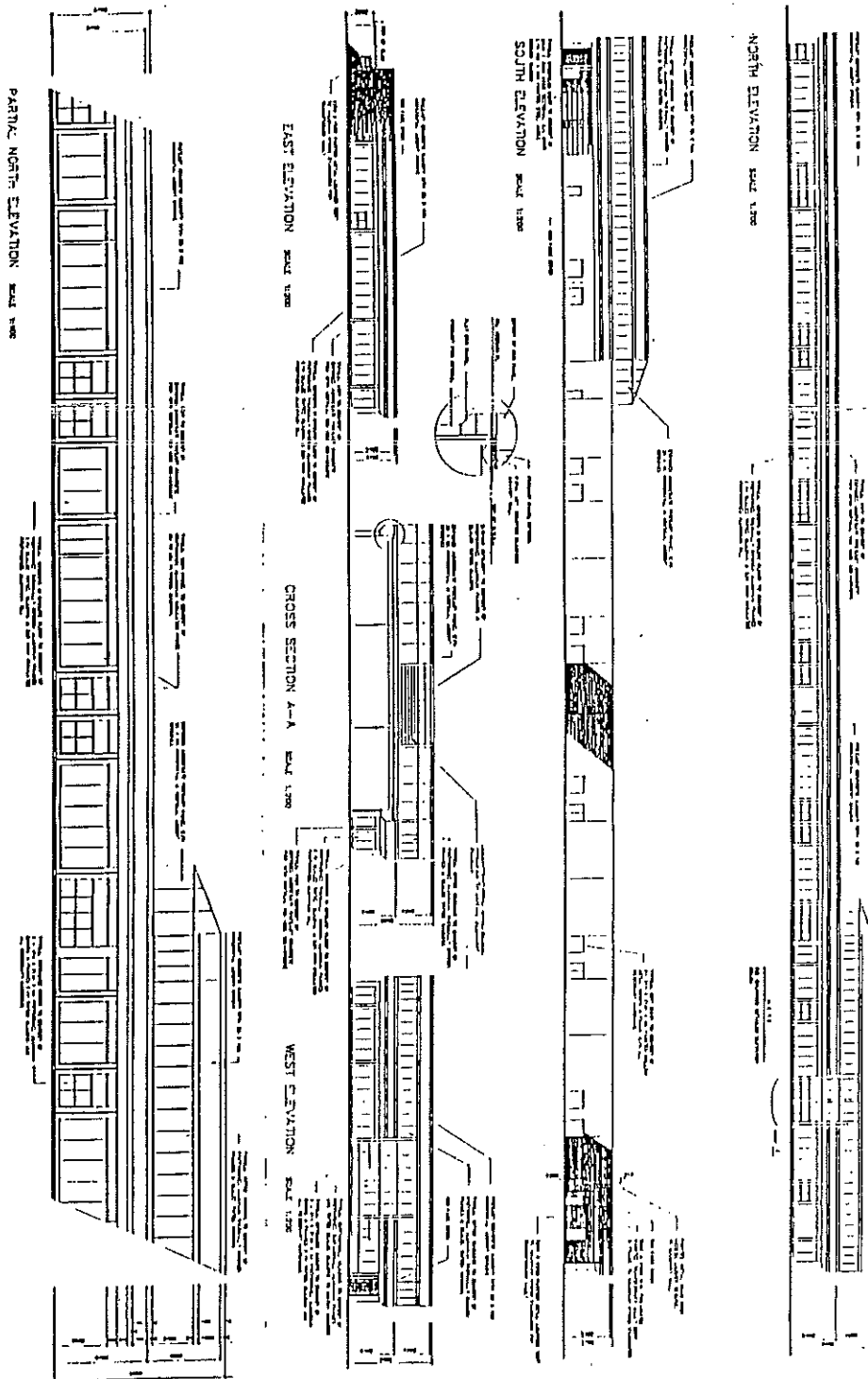


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NOTE: FOR SPECIFIC DETAILS REFER TO  
LARGE SCALE DRAWINGS DEPOSITED  
WITH THE TOWN OF VAUGHAN BUILDING  
DEPARTMENT.

[illegible]

# THIS IS SCHEDULE "D" TO AGREEMENT

