

ATTACHMENT 2

PROPOSED AMENDMENTS TO COUNCIL RECOMMENDATIONS

32 SITE DEVELOPMENT FILE DA.17.015 ICONA HOSPITALITY INC. VICINITY OF REGIONAL ROAD 7 AND INTERCHANGE WAY

The Committee of the Whole recommends:

- 1) That the recommendation contained in the following report of the Deputy City Manager, Planning and Growth Management dated June 5, 2018, be approved; and
- 2) That the coloured elevations submitted by the applicant be received.

Recommendations

1. THAT Site Development File DA.17.015 (Icona Hospitality Inc.) BE APPROVED SUBJECT TO THE FOLLOWING CONDITIONS, to the satisfaction of the City, to permit two 55-storey residential towers (1264 units), a 46-storey mixed-use building including 17-storeys for a hotel and 29-storeys (385 units) for residential uses and a convention centre, as shown on Attachments #3 to #12:
 - a) that prior to the execution of the Site Plan Agreement and final approval of the site plan drawings to be attached thereto:
 - i) the ~~Development Planning Department~~ VMC Program shall approve the final site plan, building elevations, landscape plan and cost estimate, signage design sun/shadow study; and wind tunnel model analysis;
 - ii) the Owner shall successfully obtain approval from the Vaughan Committee of Adjustment and/or the Local Planning Appeal Tribunal, to:
 - a) vary Zoning By-law 1-88 to permit the development of the Subject Lands, together with the site-specific development exceptions identified in Tables 1 and 2 of this report, including the increase in building height for the South Tower, which approval shall be subject to conditions of approval in relation to Section 37 community benefits pursuant to subsection 45(9) of the Planning Act; and
 - b) permit the bonussing for increased building height in return for the following community benefits, pursuant to Section 37 of the Planning Act, the policies of VOP 2010, and the City of Vaughan's "Guidelines for the Implementation of Section 37 of the Planning Act":

- i. a \$391,000 cash contribution towards an off-site community benefit regarding the first iconic pedestrian bridge in the Edgeley Pond and Park; (the “EPP Contribution”); and
 - ii. a \$1.2 million cash contribution towards ~~an on-site public art budget~~ the City’s capital reserve for the ~~creation of a public art piece~~ City’s VMC Culture and Public Art Framework; Program within the VMC (the “Public Art Contribution”);
- iii) the Owner shall enter into a Section 37 Density Bonusing Agreement (the “Section 37 Agreement”) with the City as a condition of minor variance and/or Local Planning Appeal Tribunal approval, if the increase in building height for the South Tower described in Condition a) ii) a) above is approved. The Section 37 Agreement will be executed by the Mayor and the City Clerk, pursuant to Section 37 and Section 45(9) of the Planning Act, to permit the bonussing for increased building height for the South Tower shown on Attachments #3 to #12 in return for the following community benefits, pursuant to Section 37 of the Planning Act, the policies of VOP 2010, and Guidelines for the Implementation of Section 37 and Section 45(9) of the Planning Act:
- a) ~~an on-site public art~~ \$1.2 million cash contribution ~~with a budget of \$1.2 million consistent with the principles of Site 10 – Private Development, as outlined in~~ towards the City’s VMC Culture and capital reserve for the Public Art Framework, to Program within the satisfaction of the City VMC; and
 - b) \$391,000 cash contribution towards an off-site community benefit regarding the first iconic pedestrian bridge in the Edgeley Pond and Park, to the satisfaction of the City.

Payment of the ~~Section 37 amount, in the form of~~ \$391,000 (offsite contribution) ~~and \$1.2 million (on-site contribution)~~ shall occur upon execution of the Section 37 Agreement prior to the execution of the implementing Site Plan Agreement. The \$1.2 million ~~Letter of Credit~~ cash contribution shall be ~~transferred~~ paid to the ~~agreement identified in Condition iv) below (City prior to issuance of a first building permit, not including excavation and shoring, and will be subject to the “Public Art Agreement”)~~ upon rate of monthly market inflation determined by the execution of Toronto Real Estate Board Market Watch Report at the Public Art Agreement time of payment. Furthermore, the Owner

shall pay to the City the Section 37 Agreement surcharge fee in accordance with the Tariff of Fees By-law ~~018-2018191-2019~~ for Planning Applications for the preparation of the Section 37 Agreement;

~~iv)~~ ~~the Owner and the City shall execute a Public Art Agreement that will include a requirement for the Owner to submit a Letter of Credit to the City, to address the details to commission and install a permanent piece of public art as a public art contribution with a budget of \$1.2 million consistent with the principles of Site 10-Private Development, as outlined in the City's VMC Culture and Public Art Framework, to the satisfaction of the City. The Owner shall develop a public art program that follows the approved process outlined in the City-wide Public Art Program, to the satisfaction of the City. The Public Art Agreement shall also include a requirement that the Owner shall own and maintain the public art piece(s);~~

~~viv)~~ the Owner shall submit to the City the final 3D digital model of the Development, which shall include accurate geo-referenced digital data, as outlined in the final VMC Submission Protocol, to the satisfaction of the Development Planning Department. 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 in the amount of \$20,000.00 to guarantee the completion of the 3D digital model;

~~viv)~~ the Development Engineering Department shall approve the final site servicing and grading plan, sediment control plan, utility plan, geohydrology assessment, air quality study, geotechnical report, noise and vibration feasibility study, transportation impact study, functional servicing and stormwater management report, exterior street and site lighting plan, and dewatering plan;

~~viii)~~ ~~vii)~~ the Development Engineering Department shall approve the final construction management plan that identifies such matters as staging, phasing, building material storage, contractor parking and construction access, and the Owner shall enter into an Encroachment Agreement with the City;

~~viii)~~ ~~vii)~~ the Owner shall enter into a Development Agreement, if required, to advance the necessary servicing, road improvements on Interchange Way from

Regional Road 7 to the terminus point at Interchange Way and provisions for the future east-west and north-south roads. The Agreement may include but not be limited to the requirement for front-end financing, cost-sharing, land acquisition, detailed design and construction of all facilities as identified in the ultimate road cross section of the VMC Secondary Plan. The Owner may be eligible for some cost recoveries through the City's Development Charges fund, to the satisfaction of the City;

~~ixviii)~~ the Owner shall satisfy all the requirements of the Environmental Services Department, Solid Waste Management Division. Upon a successfully completed Application, site inspection and executed Agreement as determined by the City, the future Condominium Corporation will 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 collection service, all waste collection services shall be privately administered and shall be the responsibility of the future Condominium Corporation;

ix) the Owner shall satisfy all requirements of Alectra Utilities Corporation;

x) the Owner shall satisfy all requirements of ~~Alectra Utilities Corporation~~ York Region;

xi) the Owner shall satisfy all requirements of ~~York Region~~;

~~xii) the Owner shall satisfy all requirements of~~ the Toronto and Region Conservation Authority;

~~xiii)~~ the Owner shall satisfy all requirements of the Ministry of Transportation; and

~~xiv)~~ the Owner shall satisfy all requirements of Canada Post;

b) that the implementing Site Plan Agreement shall include the following provisions:

i) The Owner shall pay to Vaughan, by way of certified cheque, cash in- lieu of the dedication of parkland for high-density residential at a fixed rate per unit in accordance with the Planning Act and the City's Cash-in-Lieu Policy and 2% shall be paid for the commercial component in accordance with Section 42 of the Planning Act. The Owner shall submit an appraisal of the Subject Lands, for the commercial component prepared by an

accredited appraiser for approval by the Office of the City Solicitor, Real Estate Department, and the approved appraisal shall form the basis of the cash-in-lieu payment;

- ii) The Owner shall pay to Vaughan all applicable Development Charges in accordance with the Development Charges By-laws of the City of Vaughan, York Region, York Region District School Board and York Catholic District School Board, prior to the issuance of any Vaughan Building Permit;
 - iii) Should archeological resources be found on the property during construction, the Owner must 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;
 - iv) In the event human remains are encountered during construction, the Owner must cease all construction activities and 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;
 - v) The submission of an Record of Site Condition acknowledged by the Ministry of the Environment and Climate Change shall be required prior to the issuance of a Building Permit;
2. THAT prior to the issuance of any Vaughan Building Permit(s) the Owner shall pay or post securities to the City for the applicable Area Specific Charges related to the VMC West Interchange Sanitary Sewer Improvements, VMC SE Doughton Sanitary Sewer Improvements, and the VMC-Interchange SWM Pond Retrofit Works to the satisfaction of the City.
 3. THAT Vaughan Council adopt the following resolution for allocation of water and sewage servicing capacity:

“IT IS HERBY RESOLVED THAT Site Plan Development File DA.17.015 be allocated servicing capacity from the York Sewage Servicing / Water Supply System for a total of 1,649 residential units (3,658 persons equivalent).”
 4. THAT prior to the execution of the Site Plan Agreement, the Owner shall agree to resolve their appeal (Appeal #164) to Vaughan Official Plan 2010, to the satisfaction of the City Solicitor.

