

Attachment 2 – Conditions of Site Plan Approval (City of Vaughan)

Site Development File DA.19.075

GB (Vaughan Seven) Limited Partnership ('The Owner')

Conditions of Site Plan Approval:

1. THAT prior to the execution of the Site Plan Agreement:

- i. The associated Draft Plan of Subdivision (File: 19T-19V004) shall be registered;
- ii. The VMC Program shall approve the final site plan, building elevations, landscape cost estimate, landscape and streetscape plans, and wayfinding / signage design. The elevations should demonstrate appropriate treatment and articulation of the built form to ensure activation of the public realm edges;
- 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 mitigation measures to ensure favourable micro-climactic conditions for people sitting, standing and walking within the public realm;
- iv. The Owner shall submit a detailed exterior photometric lighting plan to the satisfaction of the City. This plan should include the location of each current and/or proposed outdoor lighting fixture with projected hours of use measured in lux and the area of the lighting dispersed by each lighting fixture to suit the intended uses;
- v. 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 Vaughan 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 of Vaughan in the amount of \$12,000.00 to guarantee the completion of the model;
- vi. The Owner shall provide a public access easement, registered on title, over the pedestrian walkway located on the easterly limit of the site. 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 walkway or service provided under this Agreement;
- vii. 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;

- viii. The Owner shall demonstrate to the satisfaction of the Fire Department and the VMC Program (Development Engineering), that the development is in compliance with all regulations requiring access to/from the Plan. Should the development not meet applicable regulations in effect at the time of execution of the site plan agreement for Fire Department access, the Owner shall provide an emergency access to/from the Plan to address applicable regulations and to the satisfaction of the City. Any required municipal access easements as a result of the proposed emergency access shall be conveyed to the City to allow unencumbered access. The precise limits of the municipal easement are to be determined to the satisfaction of the City VMC Program.
- ix. 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 satisfaction of the City;
- x. The Owner shall provide the City with a copy of the Ministry of the Environment, Conservation, and Parks (MECP) Record of Site Condition (RSC) acknowledged and registered on the Environmental Site Registry for the entire Subject Property. Copies of all ESA reports relied upon for the filing of the RSC, including reliance from the consultant, shall also be provided to the satisfaction of the City;
- xi. The Owner shall submit a certification letter to the satisfaction of the City from a qualified professional engineer confirming the setback of the building exhausts from the building intakes; and the installation of exhaust stacks with vertical unimpeded flow at high elevations has been incorporated into the building design, as per the Air Quality Assessment prepared by MTE Consultants, dated May 21, 2020;
- xii. 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;
- xiii. 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;
- xiv. The Owner shall satisfy all requirements of York Region; and
 - xv. The Owner shall satisfy all requirements of Canadian National Railway Company, Alectra Utilities Corporation, Bell Canada, and Canada Post.

2. THAT the implementing Site Plan Agreement shall include the following clauses:

- i. The Owner agrees to implement the recommendations of the final noise report into the design and construction of the buildings on the lands, 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.
- ii. 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.
- iii. The Owner shall follow the TDM Plan as provided in the Transportation Impact Study Update by LEA Consulting Ltd., September 2020, including the funding and implementation of 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 City of Vaughan Development Engineering Department and VMC Program Department.
- iv. The Owner shall implement all traffic control measures on-site as outlined in the Transportation Impact Study, including the implementation of the pavement marking and signage plan (PM&SP), traffic control systems such as flashing beacons, as provided in the Transportation Impact Study Update by LEA Consulting Ltd. dated September 2020 for all internal and external areas of the site, including interim and ultimate conditions.
- v. The Owner agrees to 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.
- vi. The Owner agrees that prior to the registration of the condominium, the building exhausts shall be constructed with the prescribed appropriate setback from the building intakes; and to construct the exhaust stacks with vertical unimpeded flow at high elevations into the building and submit a certification letter to the satisfaction of the City from a qualified professional engineer confirming they were built to design, as per the Air Quality Assessment prepared by MTE Consultants, dated May 21, 2020.
- vii. The Owner agrees that prior to the registration of the condominium, a noise consultant shall certify that the building plans are in accordance with the noise control features recommended by the approved Noise Report, to the satisfaction of the VMC Program. Where wall, window and/or oversized forced air mechanical systems are required by the Noise Report, these features be certified by a

Professional Engineer at the City's request.

- viii. The Owner agrees to include the necessary warning clauses in agreements of Offer of Purchase and Sale, lease/rental agreements including but not limited to the following:
- a) "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."
 - b) "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."
 - c) "Purchasers/tenants are advised that due to the proximity of nearby commercial/office/retail facilities, sound from those facilities may at times be audible."
 - d) "Purchasers and/or tenants are hereby put on notice that the Telecommunications Act and the CRTC authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs."
 - e) "Purchasers and/or tenants are advised that Street B will be extended easterly and westerly in the future in accordance with VMC Secondary Plan to facilitate development of adjacent lands without further notice."
 - f) "Purchasers and/or tenants are advised that adjacent properties may be redeveloped with mid to high-density proposals in the future."
 - g) "Purchasers and/or tenants are advised that the north-south road located between Highway 7 and the new east-west local Road known as Block 2 on the Plan will be privately owned and maintained by the future condominium corporation for the development located on Block 1, and will include a municipal public access easement to allow unencumbered access in favour of all adjacent properties, York Region, and City of Vaughan."
 - h) "That Canadian National Railway Company ("CN") is the owner of certain lands known as its MacMillan Rail Yard (the 'CN Lands') located within a kilometer of the Subject Lands, and that the CN Lands are now and will continue to be used for the present and future railway and trucking facilities and operations of CN and its customers on a continuous basis (24 hours of each day in each year) including, without limitation, the

operation and idling of diesel locomotives and trucks with the generation of diesel fumes and odours, 24 hours a day artificial lighting of the CN Lands which may illuminate the sky, the classification, loading, unloading, braking and switching of rail cars containing bulk and other commodities including hazardous substances and/or goods containing the same which can make wheel squeal, noise, vibration, odours, airborne particulate matter and/or dust and the operation of various processes for the maintenance of rail and truck equipment.”

- i) “That CN, its customers, invitees, lessees and/or licensees will not be responsible for any complaints or claims by or on behalf of the owners and occupant of the Subject Lands from time to time arising from or out of or in any way in connection with the operation of the CN Lands and all effects thereof upon the use and enjoyment of the Subject Lands or any part thereof, and whether arising from the presently existing facilities and operations of CN, its customers, invitees, lessees or licensees, upon or from any and all future renovations, additions, expansions and other changes to such facilities and/or future expansions, extensions, increases, enlargements and other changes to such operations.”
 - j) “That CN shall not be required to change any of its facilities or operations upon the CN Lands as a result of or in response to any such complaints or claims.”
 - k) “That CN may be in the future renovate, add to, expand or otherwise change its facilities on the CN Lands and/or expand, extend, increase, enlarge or otherwise change its operations conducted upon the CN Lands.”
 - l) “Purchasers and/or tenants are hereby put on notice that the Telecommunications Act, the Innovation, Science and Economic Development Canada (‘ISED’) and the Canadian Radio-television and Telecommunications Commission (‘CRTC’) authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.”
- ix. 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.
 - x. 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.
 - xi. 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.

- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. 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.
- xvii. 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.
- xviii. 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.
- xix. 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.