

## Attachment 1 – Conditions of Site Plan Approval

### Site Development File DA.19.084 (Granerola Residencies Ltd.) Conditions of Approval:

- a) THAT prior to the execution of the final Site Plan Agreement:
- i) the Development Planning Department shall approve the final site plan, building elevations, landscape plans and cost estimate, floor plans, signage, and lighting plan;
  - ii) the Development Planning Department shall approve the final cost estimate pertaining to the art feature on the blank wall located along the parking ramp on the south western edge of the podium forming part of Building B2;
  - iii) the Owner shall successfully obtain approval of a Minor Variance Application for the required exceptions to Zoning By-law 1-88, as identified in Table 1 of the technical report, from the Committee of Adjustment. The Committee's decision for the Minor Variance Application shall be final and binding, and the Owner shall satisfy any conditions of approval imposed by the Committee;
  - iv) the Owner shall address all outstanding comments and update all relevant reports as required by the Development Engineering Department;
  - v) the Owner shall obtain necessary easements/agreements/approvals where the private sanitary and storm sewers proposed are on lands not owned by the City to the satisfaction of the Development Engineering Department;
  - vi) the Owner shall provide the final Inflow & Infiltration report, to the satisfaction of the Development Engineering Department. The report shall include, but not limited to, the following:
    - The findings of the Consultant's flow monitoring investigation, closed-circuit television ('CCTV') inspection, smoke and dye test results, and cross connection investigation
    - Repair/rehabilitation recommendations
    - Sanitary sewer system capacity analysis and Inflow and Infiltration reduction targets required to support the servicing of this Development
  - vii) the Owner shall provide the Ministry of the Environment, Conservation and Parks (MECP) approvals for the wastewater works, as the sewage systems will be servicing more than one property or provide confirmation

from MECP that there is no need for such approvals, to the satisfaction of the Development Engineering Department;

- viii) the Development Engineering Department shall approve the final Inflow & Infiltration report/study, site servicing and grading plans, erosion control plan, functional servicing and storm water management report and plans, site illumination plan, utility coordination plan, geotechnical and hydrogeological assessment, and Traffic Impact Study and Transportation Demand Management;
- ix) the Owner shall agree to design and construct the east-west private street (Korda Gate) connecting the Phase 1B site with Fishermens Way as part of the Phase 1B development to the satisfaction of Development Engineering Department. The Owner will be required to submit a functional plan in advance of the engineering drawings for review and approval by the Development Engineering Department;
- x) the Owner shall provide an appropriate confirmation that an agreement exists or that access will be permitted to Fishermens Way as to construct the east-west private street (Korda Gate) connecting Phase 1B to Fishermens Way;
- xi) the Owner shall submit an updated site plan and parking plan to address site design matters including parking layout, active transportation facilities, pavement marking and signage to the satisfaction of the Development Engineering Department;
- xii) the Owner shall pay the applicable fees pursuant to the current Fees and Charges By-law including water consumption during building construction to the satisfaction of the Development Engineering Department;
- xiii) the Owner shall satisfy all requirements of the Environmental Services Department, Solid Waste Management Division.
- xiv) the Owner shall apply for:
  - Any temporary and permanent dewatering system that is required for the development and enter into an agreement and/or permit to discharge groundwater as required by the Development Engineering Department; and
  - An excavation and shoring permit that is required for the Development and enter into an agreement and/or permit with the Development Engineering Department and the surrounding landowners, including an encroachment agreement/permit and payment of the associated fees;

- xv) the Owner shall enter into a Development Agreement or any other Agreement for the installation of any proposed service connections and agree to design and construct improvements to the municipal infrastructure regarding the site servicing assessment, should it be determined that upgrades/improvements are required to the infrastructure to support this Development, all to the satisfaction of the Development Engineering Department. The site servicing assessment shall include all finding and recommendations provided in a final Inflow & Infiltration report as described in this report unless alternative arrangements are made to the satisfaction of the Development Engineering Department;
- xvi) the Owner shall agree in the development or any other agreement to complete post repair/rehabilitation flow monitoring to ensure the targets defined in the Inflow & Infiltration report are achieved. If the targets defined in the Inflow & Infiltration report are not achieved, the Owner shall agree to design and construct further improvements to the municipal infrastructure to support this Development, to the satisfaction of the Development Engineering Department;
- xvii) the Owner shall enter into a Section 37 Bonusing Agreement with the City of Vaughan to secure the community benefits set out in Zoning By-law 033-2019 including the following options, to be finalized to the satisfaction of the City:
- The monetary contribution payment of \$1,471,622.00 for the purpose of providing community benefits to the City in return for the increase in height and density, and/or
  - The provisions of a Public Indoor Recreation Space ('PIRS') having an area of approximately 420 m<sup>2</sup>, within the Development (Block B of Phase 1) and dedicate two parking spaces to the City which will be offset against the monetary contribution payment;

The Owner shall also pay to the City of Vaughan the Section 37 Bonusing Agreement surcharge fee, in accordance with the "Tariff of Fees By-law for Planning Applications", in effect at the time of the execution of the Agreement.

- xviii) the Owner shall satisfy all requirements of Alectra Utilities Corporation;
- xix) the Owner shall satisfy all conditions of the York Region Community Planning and Development Services Department;
- xx) the Owner shall satisfy all requirements of Bell Canada;
- xxi) the Owner shall satisfy all requirements of Canada Post;

- xxii) the Owner shall agree to the following if the City requires the provision of the PIRS through the Section 37 Bonus Agreement
- The layout for the Public Indoor Recreation Space ('PIRS'), and associated details related to providing interior shell requirement for mechanical (including HVAC system), electrical, plumbing, data/IT requirements, based interior finishes, and façade details shall be agreed to be provided and constructed to the City's satisfaction;
  - The location of two parking spots the City is seeking to acquire shall be identified to the City's satisfaction; and
  - In the event that the Owner and the City agree that the Owner will develop PIRS to the ultimate condition as per the City's allocated budget, desired layout and specifications, the Owner shall agree that the PIRS be designed, constructed and delivered to the City through the Site Plan Agreement in accordance with the City "Developer Build Parks Policy, No. 07.2.05".
- xxiii) The Owner shall enter into a Development Agreement with the City of Vaughan to satisfy all conditions included in the Local Planning Appeal Tribunal approved Zoning By-law 033-2019 Schedule 3, financial or otherwise, with regard to such matters including the payment of additional letters of credit, conveyance of unencumbered parkland (approximately 0.6 ha), access agreements and the construction of the entirety of the public park approximately 1.54 ha straddling the Owner's Subject Lands and abutting Mammone Lands and associated facilities in a timely manner in accordance with the City's "Developer Build Parks Policy, No. 07.2.05" to the satisfaction of the Parks Infrastructure Planning and Development Department.
- xxiv) Prior to or upon conveyance of the Park Block to the City, the City and Owner shall enter into an Access Agreement for the Park Block. The Access Agreement shall include terms satisfactory to Owner and the City respecting the granting of easements, licenses or other access rights as reasonably required to allow the Owner to complete construction and development of the Owner's Subject Lands, including, without limitation, rights for crane-swing, temporary storage, installation of tie-backs and shoring, the erection of temporary hoarding and fencing, and such provisions (including indemnity) as may be reasonably required by the City to ensure that the lands are not damaged or contaminated by such activities and rights of access.
- xxv) All works described on Part I: Parkland Base Development Requirements shall be completed for the Park by no later than the earlier of the date of

registration of the Phase 1 Development Agreement and twelve (12) months after the date of registration of the adjacent lands Phase 1 Development Agreement.

- xxvi) All works described on Part II: Parkland Base Development Requirements shall be completed for the Park by no later than issuance of the first building permit for above-ground development of the Subject Lands;
- xxvii) Completion of the Park to the Ultimate condition as described under Part III shall be coordinated with residential development to provide park facilities to the local residents in a timely manner. The timing of these works shall be completed by no later than issuance of an occupancy certificate for the Phase 1B Lands. In the event that application for issuance of an occupancy certificate for the Phase 1B Lands is not made within three (3) years following first occupancy of the Phase 1A Lands, all works associated with developing the complete park are as described under Part III to the ultimate condition shall be completed as agreed with the City by a date to be agreed with the City and all works described on Part III shall be completed for the remaining part of the Park Block.
- xxviii) The Owner shall agree to provide the following letters of credit that shall be provided by Owner to the City through the Development Agreement:
  - \$84,730 as part for Park Base works described on Part I and II: Parkland Base Development Requirements include adequately sized servicing connections and shall include, a water chamber manhole, sanitary manhole, storm water manhole, and power supply with associated transformer and metering; and
  - \$62,500 shall be provided for securing works required for the Park Block estimated for Part II: Parkland Base Development Requirements based on existing site conditions as demonstrated in the survey plan which include importing fill to bring up the parklands base grade to meet and match proposed road levels.
- xxix) Prior to the execution of the Development Agreement, the Owner shall enter into a separate cost sharing agreement with the Owners of the Mammone Subject Lands and the City to secure their proportionate share of the works required to service and deliver the Park on the Owner's Subject Lands and the Mammone Subject Lands to the City (the "Park Cost Sharing Agreement"). The Park Cost Sharing Agreement shall include, but not be limited to, a condition that the Parties act in a reasonable manner regarding the collection of costs should one Party upfront the entire works for the said Park and require the benefitting Party to pay its proportionate share. In the event the Parties cannot agree, the Development Agreement shall include a "best efforts clause", whereby the

City will attempt to collect the costs on behalf of the Party upfronting the works.

- xxx) The Owner shall agree that Part I, II, and III of Schedule D requirements of the Local Planning Appeal Tribunal Approved Zoning By-law 033-2019 shall be included in the Development Agreement and will include the following sections:
- Part I: Parkland Base Development Requirements;
  - Part II: Parkland Base Development Requirements; and
  - Part III: Public Park Development Works to the Ultimate Condition
- xxxi) The Owner shall agree to provide an Access Agreement in favour of the City, the Owner and the Condominium Corporation to determine the detailed design abutting the Phase 1B building along the parkland frontage to allow for access for the purpose of maintenance, servicing utilities, construction, and development of the Park, and PIRS and to access the building facade for routine maintenance and upkeep.
- b) The final Site Plan Agreement shall include the following clauses:
- i) “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.”
  - ii) “The Owner shall agree to provide private waste collection services for the Development to the satisfaction of Environmental Services Department.”
  - iii) “The Owner shall agree, as part of the future phases, to resubmit an updated Transportation Impact Study. The Study shall demonstrate, amongst other things, adequate road capacity to facilitate any future development(s), including reanalyzing the intersection of Jane Street and the local east-west street (Korda Gate) to determine whether signalization is required as part of future developments. However, until such time this intersection will remain in an unsignalized right-in/right-out configuration.”
  - iv) “The Owner shall implement all Transportation Demand Management (‘TDM’) measures as identified in the “Final Traffic Impact Study & Transportation Demand Management Plan Dulcina Lands – Phase 1” prepared by Paradigm dated May 2019. The TDM measures include

provision of short-term and long-term bicycle parking, bicycle repair station and pedestrian/cycling connections to transit facilities.”

- v) “Prior to occupancy of each unit, 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 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 the City’s Chief Building Official and the Director of Development Engineering.”
- vi) “Prior to occupancy of each dwelling unit, 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.”
- vii) “The Owner shall agree to include the necessary warning clauses in all agreements of Offer of Purchase and Sale, Lease/Rental Agreement including but not limited to the following:
  - “Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the individual dwelling units, sound levels from increasing road traffic and adjacent employment/industrial uses may on occasion interfere with some activities of the dwelling occupants as the sound level may exceed the Ministry of Environment and Climate Change’s environmental noise guidelines NPC-300.”
- viii) “The Owner shall pay to the City of Vaughan all applicable Development Charges in accordance with the Development Charges By-laws of the City of Vaughan, York Region, the York Region District and Catholic District School Boards, prior to the issuance of any Building Permit.”
- ix) “For high-density residential Development, the Owner shall convey land at the rate of 1 ha 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 1 ha 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.”
- x) “Should archaeological resources be found on the Subject Lands 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.”

- xi) "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 Ontario Ministry of Tourism, Culture and Sport Government, and the City of Vaughan Development Planning Department, Urban Design and Cultural Heritage Division."
- xii) "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 any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements."
- xiii) "Purchasers and/or tenants are advised that designate parkland within the community may not be fully developed at the time of occupancy. The timing of development, phasing and programming of parkland is at the discretion of the City."
- xiv) "Purchasers and/or tenants are advised that the lot abuts a neighborhood park and that lighting and noise should be expected from the use of the park for recreation purposes."