

## **Attachment 1 – Conditions of Site Plan Approval**

### **Site Development File DA.19.083 (300 Atkinson Inc.) Conditions of Approval:**

- 1) THAT prior to the execution of the Site Plan Agreement:
  - a) The Development Planning Department shall approve the following revisions to the Development: the garbage staging area shall be enclosed using materials (e.g. brick) and a design to complement the overall development; the building elevations of the units fronting onto Atkinson Avenue shall be updated to provide additional variety and building materials; the building materials throughout the project provide greater variety; the final location of utility meters shall be confirmed and appropriately screened.
  - b) The Development Planning Department shall approve the final site plan, landscape plan and cost estimate, tree inventory and removal plan, and lighting plan;
  - c) The Environmental Services Department shall approve the final Waste Collection Design Standards and the Owner shall address the Environmental Services Department comments dated December 17, 2020;
  - d) The Development Engineering Department shall approve the final grading and servicing plan, erosion and sedimentation control plan, functional servicing report, traffic impact study, transportation demand management plans, noise report and construction management plans;
  - e) The Owner shall enter into a Development Agreement with the City of Vaughan, to satisfy all conditions, financial or otherwise, of the City with regard to such matters the municipality may consider necessary including payment of the development levies, the provision of roads and municipal services, including modifications of the watermain along Atkinson Avenue, installation of new services, landscaping and fencing. The Development Agreement shall be registered against the Subject Lands to the satisfaction of the City, and the construction drawings shall be approved;
  - f) The Owner shall remove all school related signs in the area as per the recommendation of the Transportation Impact Study, and the final site plan drawing must be revised to include tactile markings, depressed curbs, and sidewalks;

- g) The Owner shall submit a Consent Application and it shall be final and binding and in effect to establish a storm drainage easement for the proposed emergency overland flow route through the future development block. The drainage shall be self-contained and should not negatively impact the adjacent properties. Accordingly, the grading plan needs to be revised, or a drainage easement needs to be provided;
- h) The Owner must ensure lot surfaces within 6 m of the dwelling shall be constructed at a 2% - 5% slope and the grading plan revised accordingly.
- i) The Owner shall obtain a Discharge Permit for Long-Term Ground Water Discharge from the City, Environmental Services Department prior to the discharge groundwater accumulating or collecting on private lands into the City's storm sewer system;
- j) The Owner shall implement all Transportation Demand Management measures as identified in the Transportation Impact Study;
- k) The Owner shall address all the Development Engineering comments and provide a comment response matrix indicating how each comment has been addressed;
- l) The Owner shall obtain all necessary approvals from the Toronto and Region Conservation Authority (TRCA), if applicable;
- m) Prior to final approval, the Owner shall provide to York Region the following documentation to confirm that water and wastewater services are available to the Development and have been allocated by the City of Vaughan:
  - i) a copy of the Council resolution confirming that the City of Vaughan has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this site plan, or any phase thereof; and
  - ii) a copy of an email confirmation by a City of Vaughan staff member stating that the allocation to the Development remains valid at the time of the request for York Region clearance of this condition;
- n) The Owner shall enter into a Tree Protection Agreement. A letter of credit in the amount of \$41,247.5 (to be confirmed by Forestry) shall be provided based on the associated costs calculated in the arborist report provided by John Woodside Arborist revised August 14, 2020. The above-mentioned

amount includes hoarding, removal, and compensation for the impacted trees on the Subject Lands

- o) The Owner shall agree to be responsible for the total cost of the design and construction of a 3 m high wire fence proposed along the northern property line between the Subject Lands and the municipal park (Rosedale North Park), all works to complete the fence and associated landscaping works, including but not limited to any works of a temporary nature. The fence is to be constructed entirely on the subject lands and of materials which will not impede the drainage of stormwater flows from the subject lands (adjacent to active baseball facility), to the satisfaction of the City;
- p) The Owner shall agree to construct, enhance and or replace the existing overhanging baseball backstop to the satisfaction of staff from Parks Planning and Parks Operations. The Owner shall agree to be responsible for the total cost, by providing a Letter of Credit, for the design and construction of all works to complete the overhanging baseball backstop and any associated landscaping/restoration works, including but is not limited to any works of a temporary nature, to the satisfaction of the City. During the detailed-design stage, specifics will be provided to the applicant, in order to construct, enhance and or replace the existing overhanging baseball backstop. Portions or the total sum of the Letter of Credit may be drawn upon by the City, as necessary, to complete the above-noted enhanced backstop works, in the case where the Owner does not fulfil these obligations, and/or if deemed necessary by the City;
- q) The Owner shall enter into an Encroachment Agreement with the City for the construction/development of the Subject Lands and/or structures associated with the Development. The Encroachment Agreement will include details on, including but not limited to, the following:
  - Plans, design, details and specifications on the construction of encroachments to the City's satisfaction
  - Details on any impacts and/or removals/transplantation/replacement of City trees including certified arborist report(s) on existing vegetation
  - Construction access and temporary parking/staging areas
  - Details on temporary hoarding and signage
  - Shoring system including plans, designs and details
  - Provision of financial securities for shoring including restoration of City property and other relevant matters including provision of release of securities upon completion of works to the City's satisfaction
  - Details of liability and insurance coverage
  - Other matters pertaining to implementation and execution of works

- Documentation including as-built and photo documentation of existing conditions, and
  - Warranty requirements for a period of 13 months after substantial completion
- r) The Owner shall agree to provide the City representative with a Letter of Credit totaling the complete costs associated with the above mentioned encroachment agreement and/or structures associated with the proposed development (e.g. underground parking garage etc.) encroaching on City property, which shall be held for the estimated construction costs for the proposed site works, which shall include but is not limited to, all required surveying, grading, landscape restoration along with all required construction costs. The Owner is responsible for the total cost of the design and construction of all works to complete the underground parking garage, and/or structures associated with the encroachment on City property including but not limited to any works of a temporary nature. Portions or the total sum of the Letter of Credit may be drawn upon by the City, as necessary, to complete the above-noted works where deemed necessary by the City.
- s) The Owner shall provide the City with seven (7) days written notice to allow the City to issue a permission to enter (PTE) prior to any works on park property. The owner shall coordinate a site meeting with the Parks Planning, Parks Delivery/Parks, Forestry and Horticulture (if necessary) and the General Contractor to review site conditions prior to the commencement of any work; and
- t) The Owner shall satisfy all requirements from Alectra Utilities Corporation, Enbridge Distribution Inc., Rogers, Bell Canada, and Canada Post.
- 2) THAT the Site Plan Agreement shall include the following conditions and warning clauses, to the satisfaction of the City:

#### Conditions

- a) "The Owner must supply, install and maintain a centralized mail box facility to Canada Post's specifications in accordance with the Canada Post Delivery Standards Manual. The Owner shall contact Canada Post in advance of the construction start date, to discuss a suitable mailbox/mailroom location."
- b) "The Owner must pay 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."

- c) "The Owner must pay by way of certified cheque, cash-in-lieu of the dedication of parkland equivalent to 5% of the Subject Lands, prior to issuance of a Building Permit."

#### Warning Clauses

- "Should archaeological resources be found on the Subject Lands during construction activities, the Owner must immediately cease all construction activities and immediately notify the Ontario Ministry of Tourism, Culture and Sport and the Development Planning Department, Urban Design and Cultural Heritage Division."
- "In the event that 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."
- The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all units on Blocks 1, 2 and 3: "Purchasers and/or tenants are advised that, despite the inclusion of noise control features in this development area and within the dwelling unit, the noise levels from increasing traffic may continue to be of concern, occasionally interfering with some activities of the occupants. This dwelling has, therefore, been equipped with forced air heating and ducting etc., as well as central air conditioning which will allow windows to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of Environment, Conservation and Parks and in compliance with the City's noise requirements. The location of the air conditioning unit on the lot shall be in compliance with the provisions of City of Vaughan By-Law 1-88."
- The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all units: "Purchasers and/or tenants are advised that a future development block is located adjacent to Block 4."
- "Purchasers and/or tenants are advised that there is an adjacent neighborhood park (Rosedale North Park) and that lighting and noise should be expected from the use of the park for recreation purposes. A 3 m high fence is to be constructed on the lot abutting the park block boundary with all fencing material, including foundations, as the lot directly abuts a Park with an active recreational facility (baseball diamond)."

- “Purchasers and/or tenants are advised that the adjacent neighbourhood park (Rosedale North Park) is currently serviced with an active baseball diamond. As a result, the potential for errand balls should be expected, regardless of safety measures implemented (3.0 m high fence and enhanced baseball backstop).”
- "Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the park, are prohibited.”
- "Purchasers and/or tenants are advised that the lot abuts a neighborhood park and the park may be subject to future redevelopment resulting in additional/revised and/or renewed recreational opportunities that may result in increased usage, lighting and/or noise.”
- “The Owner/Developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated community mailbox, and to include the exact locations (list of lot #s) of each of these community mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.”