

Attachment 1 – Conditions of Site Plan Approval
Site Development File DA.17.084 (Valley Major Developments Limited)

1. THAT prior to the execution of the Site Plan Agreement:
 - a) The Development Planning Department shall approve the final site plan, building elevations, landscape plan, landscape details, landscape cost estimate, and lighting plan;
 - b) The Development Engineering ('DE') Department shall approve the final site servicing and grading plan, erosion control plan, functional servicing and storm water management reports, site plan drawings, and Traffic Impact Study ('TIS');
 - c) The Owner shall contribute to (and/or continue to fund) the existing sanitary sewer flow monitoring program as initiated by the adjacent development (File 19T-15V007, i.e., Country Wide Homes Woodend Place Inc.), to the satisfaction of the City. The duration of flow monitoring must allow for and capture a substantial number of wet weather events in order to accurately assess system response to wet weather flows which in conjunction with actual dry weather flows accurately reflect peak flows within the system. A flow monitoring report shall be prepared by the Consultant and submitted to the City for review.
 - d) The Owner shall enter into a Development Agreement, 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, parks, walkways, and municipal services, including construction of watermain and sanitary sewer along Major Mackenzie Drive West and Pine Valley Drive, installation of new services, landscaping, and fencing. The said agreement shall be registered against the lands to which it applies and to the satisfaction of the City.
 - e) The Owner shall provide the City with a Letter of Credit as security for its payment towards future downstream sanitary sewer improvements, if determined, based on flow monitoring.
 - f) The Owner shall agree to front-end finance and construct the sanitary sewer along Major Mackenzie Drive West and Pine Valley Drive to complete the required sanitary servicing component.

- g) The Owner shall agree to front-end finance and construct the 300mm-dia. watermain along Major Mackenzie Drive West and Pine Valley Drive to complete the required watermain loop.
- h) The Owner shall agree in a development agreement, if required, to pay for and construct any improvements to the municipal infrastructure or construct new municipal infrastructure to service the development, should it be determined that upgrades or construction of new infrastructure are required to support this development, to the satisfaction of the City.
- i) Prior to the issuance of Site Plan Approval, the Owner shall provide to the Development Engineering Department written confirmation from a Professional Engineer (as defined by the Professional Engineers Act, R.S.O. 1990, c.P.28, as amended) to the Development Engineering Department confirming that the construction and alignment of any of the retaining walls depicted within the Site Plan will not encroach into any abutting properties. Notwithstanding the foregoing, retaining wall encroachments shall only be permitted for construction purposes if the Owner obtains written consent from the abutting property owner(s) in a form satisfactory to Vaughan.
- j) The Owner shall enter into a Developers' Group Agreement with the other participating landowners, Block 39 (North-West) Landowners Cost Sharing Agreement, to the satisfaction of the City. The agreement shall be regarding but not limited to all cost sharing for municipal services on Major Mackenzie Drive West and Pine Valley Drive. This agreement shall also include a provision for additional developers to participate with the Developers' Group Agreement when they wish to develop their lands;
- k) The Owner shall submit a letter from the Block 39 (North-West) Landowners Cost Sharing Group Inc. Trustee that the Owner has fulfilled all cost sharing and other obligations of the Block 39 (North-West) Landowners Cost Sharing Agreement, to the satisfaction of the City;
- l) The Owner shall submit a Transportation Demand Management Plan (TDM Plan), prepared by a qualified professional transportation consultant, for each phase of the development including a plan for the existing and future phase(s). The TDM Plan shall identify objectives, targets, measures, monitoring, and management plan, including roles and responsibilities of the landowners. In addition, the TDM Plan shall include a budget for the full cost of implementing the TDM measures, including

operational financial consideration. All TDM Plans shall be completed to the satisfaction of the Development Engineering Department;

- m) The Owner shall provide a cash-in-lieu payment that must be submitted to the City in accordance with the Council adopted Tree By-law 052-2018 and the City's Tree Protection Protocol;
 - n) The Environmental Services Department, Waste Management Division shall approve the final waste collection plan and the appropriate clauses and/or waivers shall be included as needed;
 - o) The Owner shall satisfy all requirements from Hydro One Inc., Alectra Utilities Corporation, Enbridge Distribution Inc., Bell Canada, Rogers Communications, and Canada Post;
 - p) The Owner shall satisfy all requirements and obtain all necessary approvals from York Region; and
 - q) The Owner shall satisfy all requirements and obtain all necessary approvals from the Toronto and Region Conservation Authority including:
 - i. The Owner shall convey the lands comprising the valley corridor (OS1 – Opens Space lands) into public ownership (TRCA or City of Vaughan) free of all charges and encumbrances, to the satisfaction of TRCA.
2. THAT the Site Plan Agreement shall include the following provisions and/or warning clauses, to the satisfaction of the City:
- a) The Owner shall pay to the City applicable Development Charges in accordance with the Development Charges By-laws of the City of Vaughan, Regional of York, York Region District School Board and York Catholic District School Board. The Owner shall pay to the City, a woodlot acquisition charge at the rate of \$1000.00 per residential dwelling unit in accordance with the City's Woodlot Acquisition Front-end Agreement;
 - b) The Owner shall inform the Forestry Operations Division of the Transportation Services, Parks and Forestry Operations Vaughan once tree protection has been installed, for Vaughan Forestry to inspect and approve according to specifications;
 - c) The Owner shall pay to Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland equivalent to 5% of the value of the Subject

Lands, prior to the issuance of a Building Permit, in accordance with the *Planning Act* and the City's cash-in-lieu Policy. The Owner shall submit an appraisal of the Subject Lands, in accordance with Section 42 of the *Planning Act*, prepared by an accredited appraiser for approval by the Real Estate Department, and the approved appraisal shall form the basis of the cash-in-lieu payment.

- d) "The Owner shall agree to notify both the Ministry of Tourism, Culture and Sport and the City of Vaughan Development Planning Department immediately in the event that:
 - i. archaeological resources are found on the property during grading or construction activities, and the Owner must cease all grading or construction activities; and
 - ii. where human remains are encountered during grading or construction activities, the Owner must cease all grading or construction activities. The Owner shall contact York Region Police, the Regional Coroner and the Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Business Services."
- e) The Development Engineering Department advises that any retaining walls and subsurface infrastructure be included on the final Plan of Condominium, or situated within Parcels of Tied Land (POTLs) of the proposed townhouse units fronting onto the common element condominium road and that the declaration of the future condominium corporation shall provide that the future condominium corporation shall maintain and manage the retaining walls and subsurface infrastructure and reserve a right of entry onto the POTLs to carry out such obligations.
- f) The proposed water and sanitary servicing connections (including any decommissioning of existing/installation of proposed) to be owned by the City within the right-of-way must be completed by the City's contractor. Upon issuance of Site Plan Approval, the Owner is required to contact the Development Inspection and Lot Grading Division directly upon final drawing approval to coordinate the proposed works including obtaining cost estimates and scheduling.
- g) Provide structural plans for the proposed retaining walls within the Subject Lands. Ensure all retaining walls and footings are located within the legal property boundary and provide cross-sections of retaining wall where located near the property line and/or where the exposed height of the retaining wall is greater than 1.0 metres.

- h) The Owner shall provide a Traffic Control Plan (TCP) in accordance with the Ontario Traffic Manual Book 7 for all proposed lane closures, including sidewalks, to the satisfaction of the City of Vaughan.
- i) The Owner shall agree in the Site Plan Agreement 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.
- j) The Owner shall satisfy all requirements from Canada Post including:
 - i. The Owner/Developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans;
 - ii. The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads;
 - iii. The Owner/Developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings;
 - iv. The Owner/Developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy;
 - v. The Owner/Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy;