

Attachment 1 – Conditions of Site Plan Approval

Site Development File DA.19.069 (Avalee (Vaughan) Inc.)

Conditions of Approval:

1. THAT prior to the execution of the Site Plan Agreement:
 - a. The Owner shall enter into an agreement with the City regarding the lands identified on the Site Plan as “private outdoor amenity space” in order to permit use by the City for general maintenance access and the general public as a pedestrian walkway connection, and an easement shall be registered on title for these lands without disturbance in perpetuity and its form and substance shall be to the satisfaction of the Parks Infrastructure Planning and the Development Planning Department. An associated clause shall be included in the Site Plan Agreement pertaining to its maintenance and use;
 - b. The Owner shall obtain written consent from the property owners of 7777 and 7787 Kipling Avenue for the removal of 7 trees as identified in the Arborist Report prepared by North-South Environmental Inc. dated April 4, 2019. If written consent cannot be obtained, upgraded tree protection measures may be required to retain said trees;
 - c. The Owner shall enter into a Tree Protection Agreement in accordance with the Tree Protection Protocol By-law 052-2018 and submit a final planting plan to the satisfaction of the Development Planning Department and the Forestry Operations Division of Transportation Services Parks and Forestry Operations;
 - d. The Owner shall satisfy all comments contained within the Development Planning comment memo dated April 13, 2021 and future comments as required;
 - e. The final building elevations shall include notes pertaining to the installation of bird friendly treatment to the satisfaction of the Development Planning Department;
 - f. The Development Planning Department shall approve the final site plan, landscape plan and details, landscape cost estimate, arborist report, tree preservation plan and building elevations;

- g. The Owner shall satisfy all comments provided by the Development Engineering Department;
- h. The Development Engineering Department shall approve the final Functional Servicing Report, Stormwater Management Report, servicing, grading and storm drainage plans;
- i. The Owner shall enter into a Development Agreement to satisfy all conditions of the City, financial or otherwise, 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 required improvements of Lansdowne Avenue right of way, proposed storm sewer on Lansdowne Avenue, 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;
- j. The Development Agreement shall be registered with the City and the construction drawings approved;
- k. The Owner shall provide a copy of the Record of Site Condition;
- l. The Owner shall provide the City a one-time financial contribution in the amount of \$78,690. This represents the Owner's proportionate share of the required sanitary sewer system improvements along Kipling Avenue;
- m. The Owner shall revise the irregular sidewalk proposed along Lansdowne Avenue to meet City standards;
- n. The Owner shall submit a revised truck maneuvering plan reflecting the reduced access width from Lansdowne Avenue from 7.5 m to 6 m to the satisfaction of the Environmental Services Department, Solid Waste Management Division; and
- o. The Owner shall satisfy all comments of York Region.

2. THAT the Site Plan Agreement include the following conditions:

- a. "The Owner and/or future Condominium Corporation agrees to grant access easements over the private rear laneway in favour of adjacent property owners within the north-east quadrant of Kipling Avenue and Regional Road 7, and that the requirement to grant the easement be

included in the Condominium Agreement, Condominium Declaration and all Offers of Purchase and Sale or Lease to ensure that the Condominium Corporation and all future Owners are aware of this requirement. The Owner and/or future Condominium Corporation also agrees that further and other related conditions and clauses shall also be included in the site plan agreement and above noted condominium and purchase and sale documents to detail the Owner's obligations in respect of this grant of easement, including a reasonable best efforts clause to negotiate with adjacent landowner(s) and an indemnification in favour of the City”;

- b. “The Owner agrees to register an easement on title for the lands identified on the Site Plan as “private outdoor amenity space” without disturbance in perpetuity and its form and substance shall be to the satisfaction of the Parks Infrastructure Planning and the Development Planning Department. The Owner and/or future Condominium Corporation shall be responsible for all required maintenance works, operations and associated capital improvements, which may include but not be limited to site furnishing, pedestrian lighting, hardscape and softscape works. The Owner and/or future Condominium Corporation shall ensure that the pedestrian path of travel is accessible and safe for public use to the satisfaction of the City. The Owner shall indemnify and save harmless the City and its employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly in respect of this public access easement and any related services”;
- c. “The Owner and/or future Condominium Corporation agrees to reconstruct the service lane one the adjacent development block to the north of the Subject Lands develops to provide a standard curb return as per the ultimate Site Plan scenario”;
- d. “The Owner acknowledges that the Environmental Services Department, Solid Waste Management Division has the right to conduct a trial garbage maneuvering exercise, and in the case where there are concerns identified with the truck maneuvering, a private garbage collection service must be arranged by the Owner and/or future Condominium Corporation to service the Subject Lands”;
- e. “The Owner shall satisfy all requirements from Alectra Utilities Corporation, Enbridge Distribution Inc. and Bell Canada”;
- f. “The Owner shall convey land at a rate of 1 ha per 300 units and/or pay to the City by way of certified cheque, cash-in-lieu of the dedication of parkland at a rate of 1 ha per unit 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”;

- g. “The Owner shall 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”;
- h. “The Owner shall satisfy the following requirements of Canada Post:
 - i. The Owner will provide the Development with a centralized mail receiving facility. This lock-box assembly can be rear or front loading, adjacent to the main entrance and maintained by the Owner/Condominium Corporation in order for Canada Post to provide mail service to the residents of the Development; and,
 - ii. The Owner/Condominium Corporation agrees to provide Canada Post with access to any locked doors between the street and the lockboxes 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.”
- i. “The following warning clauses shall be included in all Offers of Purchase and Sale or Lease for all dwelling units:
 - i. Purchasers/tenants are advised that sound levels due to increasing road traffic and rail traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks;
 - ii. Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic and rail traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks;
 - iii. 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 Municipality and the Ministry of the Environment, Conservation and Parks;

- iv. All persons intending to acquire an interest in the real property by purchase or lease are advised of the existence of the right-of-way of the Canadian Pacific Railway. In future, it is possible that such rail facilities and operations may be altered or expanded, which expansion or alteration may affect the living environment of residents despite the inclusion of noise and vibration attenuating measures in the design of the subdivision and individual units and that the Canadian Pacific Railway will not be responsible for complaints or claims arising from its use of its facilities and/or arising from its operations;
- v. Purchasers/tenants are advised that a public access easement in favour of the City of Vaughan has been registered on title to the Subject Lands, permitting public access through the private outdoor amenity area along its west boundary; and
- vi. "Purchasers/tenants are advised that an access easement in favour of adjacent property owners has been registered on title to the Subject Lands, permitting east-west access from Lansdowne Avenue to Kipling Avenue."