

ATTACHMENT 1

CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

**DRAFT PLAN OF SUBDIVISION FILE 19T-21V004 (THE 'PLAN')
9465 WESTON LIMITED, PARTS 1/2, LOT 17, CONCESSION 5
AND BLOCKS 32 AND 33, REGISTERED PLAN 65M-3457
CITY OF VAUGHAN**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN THAT SHALL
BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF DRAFT PLAN
OF THE PLAN, ARE AS FOLLOWS:**

The Owner shall satisfy the following Conditions of Approval:

1. The Conditions of Approval of the City of Vaughan as set out in Attachment No. 1a)
2. The Conditions of Approval of York Region as set out in Attachment No. 1b) and dated April 26, 2022.
3. The Conditions of Approval of Enbridge Gas as set out on Attachment No. 1c) and dated May 20, 2021.
4. The Conditions of Approval of Alectra Utilities as set out on Attachment No. 1d) and dated May 11, 2020.
5. The Conditions of Approval of Canada Post as set out on Attachment No. 1e) and dated May 14, 2021.

Clearances

6. Final approval for the registration of the Plan may be issued in phases to the satisfaction of the City, subject to all applicable fees provided that:
 - a) Phasing is proposed in an orderly progression, in consideration of such matters as the timing of road improvements, infrastructure, schools and other essential services; and
 - b) All commenting agencies agree to registration by phases and provide clearances, as required on Conditions in Attachments 1a), 1b), 1c), 1d), and 1e) for each phase proposed for registration; furthermore, the

required clearances may relate to lands not located within the phase sought to be registered.

7. The City shall advise that the Conditions on Attachment No. 1a) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
8. York Region shall advise that the Conditions on Attachment No. 1b) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
9. Enbridge Gas Distribution Inc. shall advise that the Conditions on Attachment No. 1c) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
10. Alectra Utilities shall advise that the Conditions on Attachment No. 1d) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
11. Canada Post shall advise that the Conditions on Attachment No. 1e) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

ATTACHMENT NO. 1a)
CITY OF VAUGHAN CONDITIONS

1. The Plan shall relate to the Draft Plan of Subdivision prepared by KLM Planning Partners Inc., dated March 30, 2022.
2. The Owner shall provide the final georeferenced AutoCAD drawings of the plan of subdivision, site plan and landscape plan, the associated Excel translation files and individually layered pdfs for all drawings to the satisfaction of the GIS section of the Development Planning Department. If the files meet requirements, an email from gisplanning@vaughan.ca confirming the final submission has been approved will be provided.
3. The lands within this Plan shall be appropriately zoned by a zoning by-law which has come into effect in accordance with the provisions of the *Planning Act*.
4. The Owner shall pay any and all outstanding application fees to the Development Planning and Development Engineering Departments, in accordance with the in-effect Tariff of Fees By-law.
5. The Owner shall enter into a Subdivision Agreement with the City to satisfy all conditions, financial or otherwise, with regard to such matters as the City may consider necessary, including payment of development charges/levies, the provision of roads and municipal services, landscaping and fencing. The said agreement shall be registered against the lands to which it applies.
6. The road allowances included within this Plan shall be dedicated as public highways without monetary consideration and free of all encumbrances.
7. The road allowances included within this Plan shall be named to the satisfaction of the City and the Regional Planning Department.
8. The road allowances included in the Plan shall be designed in accordance with the City's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 metre reserves. The pattern of streets and the layout of lots and blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
9. Any dead ends or open sides of road allowances created by this Plan shall be terminated in 0.3 metre reserves, to be conveyed to the City without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.

10. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the City and the Region of York.
11. Prior to final approval of the Plan, the Owner shall provide easements as may be required for utility, drainage or construction purposes to the appropriate authority(ies), free of all charge and encumbrance.
12. Prior to final approval of the Plan, a soils report prepared at the Owner's expense shall be submitted to the City for review and approval. The Owner shall agree in the subdivision agreement, if required, to carry out, or cause to carry out, the recommendations including pavement design structure for ideal and non-ideal conditions to the satisfaction of the City.
13. Prior to the initiation of grading, and prior to the registration of this Plan or any phase thereof, the Owner shall submit to the City for review and approval the following:

A detailed engineering report that describes the storm drainage system for the proposed development within this Plan, which report shall include:

- a) plans illustrating how this drainage system will tie into surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system;
- b) the location and description of all outlets and other facilities;
- c) storm water management techniques which may be required to control minor or major flows; and
- d) proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction.

The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in any and all of the aforementioned reports to the satisfaction of the City.

14. The Owner shall agree in the Subdivision Agreement that no building permits will be applied for or issued until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development.
15. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost of any external municipal services, temporary and/or permanent, built and/or proposed, that have been designed and oversized by others to accommodate the development of the Plan.

16. Prior to final approval of the Plan, the Owner shall make the necessary arrangements at the expense of the Owner for the relocation of any utilities required by the development of the Plan to the satisfaction of the City.
17. The Owner shall agree in the subdivision agreement to design, purchase material and install a streetlighting system in the Plan in accordance with City Standards and specifications. This Plan shall be provided with decorative streetlighting to the satisfaction of the City.
18. The Owner shall agree in the Subdivision Agreement to maintain adequate chlorine residuals in the watermain within the Plan after successful testing and connection to the potable municipal water system and continue until such time as determined by the City or until assumption of the Plan. In order to maintain adequate chlorine residuals, the Owner will be required to retain a licensed water operator to flush the water system and sample for chlorine residuals on a regular basis determined by the City. The Owner shall be responsible for the costs associated with these activities including the metered consumption of water used in the program.
19. The Owner shall agree that all lots or blocks to be left vacant shall be graded, seeded, maintained and signed to prohibit dumping and trespassing.
20. The Owner shall cause the following warning clauses to be included in a schedule to all Offers of Purchase and Sale, or Lease for all lots/blocks within the entire Plan:

- (a) "Purchasers and/or tenants are advised that the planting of trees on City boulevards in front of residential units is a requirement of the City and a conceptual location Plan is included in the subdivision agreement. While every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice.

The City has not imposed an amount of a 'Tree Fee' or any other fee which may be charged as a condition of purchase for the planting of trees. Any 'Tree Fee' paid by the purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of a residential dwelling."

- (b) "Purchasers and/or tenants are advised that proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of this Subdivision Agreement.

The City has taken a Letter of Credit from the Owner (Subdivision Developer) for the security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the

City. Direct cash deposit from the Purchasers to the City and/or Owner, for lot grading purposes, is NOT a requirement of this Subdivision Agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord.”

- (c) “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.”
- (d) “Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by City of Vaughan By-law 1-88, as amended, as follows:
 - i) The maximum width of a driveway shall be 6 m measured at the street curb, provided circular driveways shall have a maximum combined width of 9 m measured at the street curb.
 - ii) Driveway in either front or exterior side yards shall be constructed in accordance with the following requirements:

Lot Frontage	Maximum Width of Driveway
6 - 6.99 m ¹	3.5 m
7 - 8.99 m ¹	3.75 m
9 – 11.99 m ¹	6.0 m
12 m and greater ²	9.0 m

¹The Lot Frontage for Lots between 6 – 11.99 m shall be comprised of a Minimum of 33% Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2 of Zoning By-law 1-88.

²The Lot Frontage for Lots 12 m and greater shall be comprised of a Minimum of 50% Landscaped Front or Exterior side yard and a minimum

sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2 of Zoning By-law 1-88.

- (e) "Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox as per requirements dictated by Canada Post. The location of the mailbox shall be shown on the community plan provided by the Owner in its Sales Office."
- (f) "Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the building occupants."
- (g) "Purchasers and/or tenants are advised that fencing and/or noise attenuation features along the lot lines of lots and blocks abutting public lands, including public highway, laneway, walkway or other similar public space, is a requirement of this Subdivision Agreement and that all required fencing and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 m reserve, as shown on the Construction Drawings."
- (h) "The City has taken a Letter of Credit from the Owner for security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is not a requirement of this Subdivision Agreement."
- (i) "Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks abutting public lands is a requirement of this Subdivision Agreement and that all required fencing, noise attenuation features and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 m reserve, as shown on the Construction Drawings."

The City has taken a Letter of Credit from the Owner (Subdivision Developer) for the security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is NOT a requirement of this Subdivision Agreement.

The maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City or the Region of York, and shall be

maintained by the Owner until assumption of the services of the Plan. Thereafter the maintenance of the noise attenuation features or fencing shall be the sole responsibility of the lot owner. Landscaping provided on Regional Road right-of-ways by the Owner or the City for aesthetic purposes shall be approved by the Region and maintained by the City with the exception of the usual grass maintenance.”

- (j) “Purchasers and/or tenants are advised that this Plan is designed to include rear lot catchbasins. The rear lot catchbasin is designed to receive and carry only clean stormwater. It is the homeowner’s responsibility to maintain the rear lot catchbasin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catchbasin. The rear lot catchbasins are shown on the Construction Drawings and the location is subject to change without notice.”
- (k) “Purchasers and/or tenants are advised that the Owner (Subdivision Developer) has made a contribution towards recycling containers for each residential unit as a requirement of this Subdivision Agreement. The City has taken this contribution from the Owner to off-set the cost for the recycling containers, therefore, direct cash deposit from the Purchasers to the Owner for recycling containers purposes is not a requirement of the City of Vaughan. The intent of this initiative is to encourage the home Purchasers to participate in the City’s waste diversion programs and obtain their recycling containers from the Joint Operation Centre (JOC), 2800 Rutherford Road, Vaughan, Ontario, L4K 2N9, (905) 832-8562; the JOC is located on the north side of Rutherford Road just west of Melville Avenue.”
- (l) “Purchasers and/or tenants are advised that the multi-use recreational trail system is an integral and necessary part of the City’s recreation and transportation system as identified in the 2020 Pedestrian and Bicycle Master Plan including access to the open space and park system for utilitarian purposes. The trails adjacent to the residential lots shall have a minimum of 10m setback from the rear lot lines or side yard boundaries and will be constructed at no cost to the City to the City’s standards for multi-use recreational trails. The trails system shall also include appropriate signage to warn the users of the risks per City of Vaughan Trails systems guidelines.”

For all units adjacent to the municipal park (Comdel Park) and/or walkway:

- (m) "Purchasers and/or tenants are advised that there is an adjacent neighborhood park (Comdel Park) and that lighting and noise should be expected from the use of the park for recreation purposes and active use of adjacent outdoor facilities."
- (n) "Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the park, are prohibited"
- (o) "Purchasers and/or tenants are advised that the lot abuts a municipal park (Comdel Park), which may be subject to future redevelopment opportunities where additional/renewed recreational activities may be provided resulting in the potential for noise and/or lighting."
- (p) "Purchasers and/or tenants are advised that the lot abuts a publicly accessible pedestrian walkway, and the walkway may be subject to future redevelopment and maintenance that may result in increased usage, lighting and/or noise."

Any additional warning clause(s) as noted in the Subdivision Agreement shall be included in all Offers of Purchase and Sale or Lease for all Lots and/or Blocks within the Plan to the satisfaction of the City.

- 20. The Owner acknowledges that the final engineering design(s) may result in minor variations to the Plan (e.g. in the configuration of road allowances and lotting, number of lots etc.), which may be reflected in the final plan to the satisfaction of the City.
- 21. Prior to final approval of the Plan, the Owner shall provide a pedestrian connection to the existing sidewalk on Comdel Boulevard, which can be provided by way of a walkway through Comdel Park to the satisfaction of the Development Engineering Department, and subject to the approval of the Parks Infrastructure Planning and Development Department, including cost, responsibility of implementation, and design as required.
- 22. Prior to final approval of the Plan, the Owner shall facilitate a turn-around and/or through movement for City of Vaughan waste collection and maintenance vehicles for Lichen Court, to the satisfaction of Development Engineering.
- 23. Prior to final approval of the Plan, the Owner shall convey to the City, free of all costs and encumbrances, the Street Block (Lichen Court) and associated 0.3m reserves necessary to facilitate the Lichen Court extension, to the satisfaction of the City.

24. Prior to final approval of the Plan, the Owner shall convey, free of all costs and encumbrances, Landscape Buffer Block 21 and the 3 m Buffer Block 22, to the satisfaction of the City.
- (a) To enhance the edge green infrastructure, the Owner shall conduct root pruning where required for the existing tree cover within 5 m of the feature limit; removal of dead and hazardous trees; and pruning of deadwood and hazardous tree conditions.
 - (b) Install heavy duty tree protection fencing including heavy duty siltation control devices along the hoarding line. The hoarding and siltation fencing must be installed, inspected and approved by the City of Vaughan Forestry Department prior to commencement of any earth works.
 - (c) No grading shall occur within the 3 m environmental buffer from Block 22.
25. Prior to final approval of the Plan, the Owner shall provide confirmation that satisfactory arrangements have been made with a suitable telecommunication provider to provide their services underground at the approved locations and to the satisfaction of the City. The Owner shall provide a copy of the fully executed Subdivision Agreement to the appropriate telecommunication provider.
26. Prior to final approval of the Plan, the Owner shall permit any telephone or telecommunications service provider to locate its plant in a common trench within the Plan prior to release of the Plan for registration, provided such service provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the Plan and when each dwelling unit is constructed.
27. Prior to final approval of the Plan, a Water Supply Analysis Report shall be submitted to the satisfaction of the City which shall include a comprehensive water network analysis of the water distribution system and shall demonstrate that adequate water supply for the fire flow demands is available to service the Plan and each phase thereof.
28. Prior to final approval of the Plan and/or commencement of construction within the Plan, the Owner shall submit a detailed hydrogeological impact study that identifies, if any, local wells that may be influenced by construction and, if necessary, outline a monitoring program to be undertaken before, during and after construction of the subdivision.
29. Prior to final approval of the Plan, and/or conveyance of land, and/or commencement of grading or construction, the Owner shall implement the following to the satisfaction of the City:

- (a) Submit a Phase One Environmental Site Assessment (ESA) report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan (RAP), Risk Evaluation, Risk Assessment report(s) in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) or its intent, for the lands within the Plan. Reliance on the report(s) from the Owner's environmental consultant shall be provided to the City.
 - (b) Should a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan be required to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering all the lands within the Plan.
 - (c) Submit a sworn statutory declaration by the Owner confirming the environmental condition of the lands to be conveyed to the City.
 - (d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
30. Prior to the conveyance of land and/or release of applicable portion of the Municipal Services Letter of Credit, the Owner shall implement the following to the satisfaction of the City:
- (a) For all parks, open spaces, landscape buffers, and storm water management pond block(s) in the Plan that are being conveyed to the City, submit a limited Phase Two Environmental Site Assessment (ESA) report in accordance or generally meeting the intent of Ontario Regulation (O. Reg.) 153/04 (as amended) assessing the fill in the conveyance block(s) for applicable contaminants of concern. The sampling and analysis plan prepared as part of the Phase Two ESA shall be developed in consultation with the City. The implementation of the sampling and analysis plan shall be completed to the satisfaction of the City and shall only be undertaken following certification of rough grading but prior to placement of topsoil placement. Reliance on the ESA report(s) from the Owner's environmental consultant shall be provided to the City.
 - (b) If remediation of any portions of the conveyance block(s) is required in order to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground

Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act” (as amended), submit a complete copy of Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering the entire conveyance block(s) where remediation was required.

- (c) Submit a sworn statutory declaration by the Owner confirming the environmental condition of the conveyance block(s).
 - (d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
31. Prior to final approval of the Plan, the Owner shall agree that any additional lands required for public highway purposes, where daylight triangles do not conform to the City Standard Design Criteria, will be conveyed to the City, free of all costs and encumbrances.
32. Prior to final approval of the Plan, the Owner shall enter into a Developers’ Group Agreement with the other participating landowners within Block 32 to the satisfaction of the City. The agreement shall be regarding but not limited to all cost sharing for the provision of parks, cash-in-lieu of parkland, roads, bridge structures and municipal services to support development within Block 32. This agreement shall also include a provision for additional developers to participate with the Developers’ Group Agreement when they wish to develop their lands.
- The Owner acknowledges that cash-in-lieu of parkland shall be paid in accordance with Section 42 of the *Planning Act* and conform to the City’s “Cash-In-Lieu of Parkland Policy”. If required, non-participating Owners shall be required to pay additional cash-in-lieu to the City.
33. Prior to final approval of the Plan, the Trustee for the Block 32 Landowners Group shall provide the City with a letter confirming the Owner has fulfilled all cost sharing and other obligations of the Block 32 Cost Sharing Agreement.
34. Prior to final approval of the Plan, the City and Region of York shall confirm that adequate water supply and sewage treatment capacity are available and have been allocated to accommodate the proposed development.
35. The Owner shall agree in the Subdivision Agreement to convey any lands and/or easements, free of all costs and encumbrances, to the City that are necessary to construct the municipal services for the Plan, which may include any required easements and/or additional lands within and/or external to the Plan, to the satisfaction of the City.

36. The Owner shall agree in the subdivision agreement to construct a 1.5-metre-high black vinyl chain link fence along the limits of the residential block where they abut a buffer block and/or park block to the satisfaction of the City.
37. The Owner shall agree in the subdivision agreement to inspect, evaluate and monitor all wells within the zone of influence prior to, during and after construction has been completed. Progress reports should be submitted to the City as follows:
- (a) A base line well condition and monitoring report shall be submitted to the City prior to the pre-servicing or registration of the Plan (whichever occurs first) and shall include as a minimum requirement the following tests:
 - i. Bacteriological Analysis – total coliform and E-coli counts
 - ii. Chemical Analysis – Nitrate Test
 - iii. Water level measurement below existing grade
 - (b) In the event that the test results are not within the Ontario Drinking Water Standards, the Owner shall notify in writing, the Purchaser, the Regional Health Department and the City within twenty-four (24) hours of the test results.
 - (c) Well monitoring shall continue during construction and an interim report shall be submitted to the City for records purposes.
 - (d) Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the City prior to Completion Approval.
 - (e) If the private well systems in the zone of influence deteriorate due to the servicing of the Plan, the Owner will provide temporary water supply to the affected residents upon notice by the City. If the quantity and quality of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Owner will engage the services of a recognized hydro geologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the municipal watermain system.
38. The Owner shall agree in the subdivision agreement to obtain all necessary permissions to enter from adjacent private properties to facilitate and construct the required facilities necessary to service the Plan, free of all costs and encumbrances, and to the satisfaction of the City.
39. The Owner shall agree in the subdivision agreement to decommission any existing wells and driveways on the Plan in accordance with all applicable provincial legislation and guidelines and to the satisfaction the City.

40. Prior to the initiation of the grading or striping of topsoil and final approval, the Owner shall submit a topsoil storage plan detailing the location, size, slopes stabilization methods and time period, for approval by the City. Topsoil storage shall be limited to the amount required for final grading, with the excess removed from the site, and shall not occur on the either park or school blocks.
41. Prior to initiation of grading or stripping of topsoil and prior to final approval of the Plan, the Owner shall prepare and implement a detailed erosion and sedimentation control plan(s) addressing all phases of the construction of the municipal services and house building program including stabilization methods, topsoil storage locations and control measures to the satisfaction of the City. The Owner shall prepare the erosion and sediment control plan(s) for each stage of construction (pre-stripping/earthworks, pre-servicing, post-servicing) in accordance with the TRCA Erosion and Sediment Control Guidelines for Urban Construction, dated December 2006 and implement a monitoring and reporting program to the satisfaction of the City.
42. The Owner shall acknowledge that the single-detached homes along Comdel Boulevard and Lichen Court are to follow the Block 32 West-Vellore Woods Community Architectural Design Guidelines.
43. Prior to final approval of the Plan, the Owner shall provide a detailed tree preservation study to the satisfaction of the City. The study shall include an inventory of all existing trees, assessment of significant trees to be preserved and proposed methods of tree preservation based on the arborist report recommendations.
 - (a) The study shall quantify the value of the tree replacements using the Urban Design Tree Replacement Valuation outlined in the City's Tree Protection Protocol
 - (b) The Owner shall not remove trees without written approval by the City.
 - (c) The Owner shall enter into a Tree Protection Agreement in accordance with City Council enacted Tree By-law 052-2018, which will form a Condition of Draft Plan of Subdivision Approval.
44. Prior to the perfect submission landscape plan review by Urban Design staff, a fee shall be provided by the Owner to the Development Planning Department in accordance with the most recent Council approved fee by-laws (Tariff of Fees for Vaughan Planning Applications – Landscape Plan Review).

- (a) This fee will include staff's review and approval of proposed streetscaping/landscaping within the development (including but not limited to urban design guidelines, landscape master plan, architectural design guidelines, perfect submission landscape architectural drawings, stormwater management pond planting plans, natural feature edge restoration/management plans), and tree inventory/preservation/removals plans.
 - (b) In addition, a fee will be applied for each subsequent inspection for the start of the guaranteed maintenance period and assumption of the development by the City of Vaughan.
- 45. Prior to final approval of the Plan, the Owner shall prepare a landscape master plan which shall address but not be limited to the following issues:
 - (a) Co-ordination of the urban design/streetscape elements including fencing treatments and street tree planting.
 - (b) Maintain acceptable tree protection zone setback for the existing trees to be Preserved along the woodlot edge.
 - (c) The appropriate landscape edge treatment along all lots abutting existing residential boundary or 5 m buffer areas.
 - (d) Pedestrian Trail links to the woodlot trail system.
- 46. Prior to final approval of the Plan, the Owner shall prepare a detailed edge management/restoration plan study for the perimeter of the open space lands/woodlots. The study shall include an inventory of all existing trees within an 8.0 m zone inside the staked edges, and areas where the woodlot/open space edges are disturbed, assessment of significant trees to be preserved and proposed methods of edge management and/or remedial planting shall be included. The Owner shall not remove any vegetation without written approval by the City.
 - (a) The Owner shall provide a report for a 20.0 m zone within all staked woodlot and open space edges to the satisfaction of the TRCA and City, which identifies liability and issues of public safety and recommends woodlot/forestry management practices and removal of hazardous and all other trees as identified to be removed prior to assumption of the subdivision.

- (b) As part of the Edge Management strategy, the Owner shall agree to compensate for the proposed removal of trees within the City owned woodlot to accommodate the proposed development per arborist recommendation. This compensation value is to be approved by the City of Vaughan Forestry Department.
47. The Owner shall agree to erect a permanent 1.5 m high black vinyl chain-link fence, or approved equal, along the 3 m environmental buffer Block 22 from the property line.
48. The Owner shall agree to erect a permanent 1.5 m high black vinyl chain-link fence, or approved equal, along the limits of the residential lots and blocks that abut the existing Comdel Park.
- Prior to the execution of the Subdivision Agreement, the Owner shall provide the City with Letter of Credit (LC) totaling the complete cost to construct a 1.5 m high Chainlink Fence along the southern property line between the subject lands and the municipal park (Comdel Park). The Owner shall agree to be responsible for the total cost of the design and construction of all works to complete the fence and associated landscaping works, including but is not limited to any works of a temporary nature. The fence is to be constructed entirely on the Subject Lands.
- Portions or the total sum of the LC may be drawn upon by the City, as necessary, to complete the above-noted fence, in the case where the Owner does not complete the construction, and/or if deemed necessary by the City.
49. The Owner shall agree to erect permanent wood fence treatments for flanking residential lots and residential blocks; to be coordinated with the environmental noise report and architectural control design guidelines.
50. Prior to final approval, the Owner shall agree in the Subdivision Agreement that all development shall proceed in accordance with the City of Vaughan Sustainability Metrics program. The program shall present a set of metrics to quantify the sustainability performance of new development projects.
51. The Owner shall agree in the Subdivision Agreement to provide a soils report for all street tree pits and planting beds throughout the Plan to the satisfaction of the City.
52. If the Owner and the City agree that the Owner will undertake park improvements, the Owner shall agree that the design, securities and construction for the park improvements will be addressed through an amending agreement in accordance with the "Developer Build Parks Policy, No. 07.2.05", so that the City

can plan and budget accordingly. Parks improvements costs will be eligible for reimbursement through the Developer Charge reserves fund.

Should the Owner undertake park improvements, they shall contact the Real Estate Department and complete the "Permission to Enter Agreement" to the satisfaction of the City in order to enter Comdel Park and complete the external works associated with the pedestrian walkway connection and park enhancements. The Owner shall provide the City with written notification at least 7 days prior to the Commencement of any construction within the park. The Owner shall file a certificate of its public liability insurance policy, in form and the terms of which are satisfactory to the City, in an amount not less than \$5,000,000.00 showing the City as a named insured."

53. Prior to the execution of the Subdivision Agreement, the Owner shall provide the City with a updated drawings (Site Plan, Grading & Servicing Plans, Landscape Plan and Details) showing the trail connection to the existing woodland trail and walkway connection to and through Comdel Park, and a cost estimate for the total construction costs.

The applicant should notify Parks, Forestry and Horticulture Operations and Parks Infrastructure Planning and Development staff a minimum of 48 hours prior to conducting a site visit to stake the trail connection through the woodlot.

A Letter of Credit (LC) totaling the complete cost to construct a trail connection to the Vellore Tract Woodlot trail, and walkway to and through Comdel Park, will be required to be paid. The LC shall be held for the estimated construction costs for the proposed site works, which shall include but is not limited to all required grading and landscape restoration. The Owner is responsible for the total cost of the construction of the trail and walkways, including but not limited to any works of a temporary nature.

Portions or the total sum of the LC may be drawn upon by the City, as necessary, to complete the above-noted walkway and trail construction and restoration works, in the case where the Owner does not complete the construction of the walkway connections, and/or if deemed necessary by the City.

54. Prior to registration of the Plan, the Owner shall submit details of the proposed walkway from the subject lands into the Vellore Tract Woodlot trail, to the satisfaction of the City. The details shall include the following:
 - Cost estimates for the proposed walkway and trail connection and associated infrastructure as part of the landscape plans;
 - Details on the ideal location of the proposed pathway; taking into account existing vegetation and grades within the woodlot;

- Details on drainage and the culvert crossing;
- Grading details;
- Assessment of impact on existing vegetation and proposed vegetation removals, if required and landscape restoration planting plan(s); and
- Ensure walkway within the park is a minimum of 3 metres wide.

The Owner shall contact the Real Estate department and complete the "Permission to Enter Agreement" to the satisfaction of the City in order to enter Vellore Tract Woodlot and complete the external works associated with the pedestrian walkway connection and park enhancements. The Owner shall provide the City with written notification at least 7 days prior to the Commencement of any construction within the park. The Owner shall file a certificate of its public liability insurance policy, in form and the terms of which are satisfactory to the City, in an amount not less than \$5,000,000.00 showing the City as a named insured.

The Owner shall notify Parks, Forestry and Horticulture Operations and Parks Infrastructure Planning and Development staff a minimum of 48 hours prior to conducting a site visit to stake the trail connection through the woodlot.

55. The Owner shall provide the City with an easement over the pedestrian walkway internal to the subject lands, on the east side of the proposed units; to provide for public access to Comdel Park and the Vellore Tract Woodlot trail.

Prior to the registration of the Plan, the Owner shall provide an easement in favour of the City for the lands that form part of the pedestrian walkway connection, in order to permit use by the City for the general public as a pedestrian walkway connection. The Owner shall agree to provide such easement for the walkway, as shown on approved plans, and is to be registered on title for these lands without disturbance in perpetuity. The Owner/Condominium Corporation shall be responsible for all required maintenance works, operations and associated capital improvements for this pedestrian walkway internal to the site, which would include but not limited to the site furnishing, pedestrian lighting, hardscape and associated landscape works. The Owner/Condominium Corporation shall perform regular maintenance to ensure that the pedestrian path of travel is accessible and safe for public use, to the satisfaction of the City.

56. The owner shall dedicate land and/or 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 of Parkland Dedication 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 Vaughan Real Estate Department, and the approved appraisal shall form the basis of the cash-in-lieu payment.

57. The Owner/Applicant shall provide the City with an easement over the pedestrian walkway internal to the subject lands, on the east side of the proposed units; to provide for public access to Comdel Park and the Vellore Tract Woodlot trail.

Prior to the execution of a Draft Plan Agreement/issuance of a Letter of Undertaking, the Owner/Applicant shall provide an easement in favour of the City for the lands that form part of the pedestrian walkway connection, in order to permit use by the City for the general public as a pedestrian walkway connection. The Owner shall agree to provide such easement for the walkway, as shown on approved plans, and is to be registered on title for these lands without disturbance in perpetuity. The Owner/Condominium Corporation shall be responsible for all required maintenance works, operations and associated capital improvements for this pedestrian walkway internal to the site, which would include but not limited to the site furnishing, pedestrian lighting, hardscape and associated landscape works. The Owner/Condominium Corporation shall perform regular maintenance to ensure that the pedestrian path of travel is accessible and safe for public use, to the satisfaction of the City.

Schedule of Clauses/Conditions
SUBP.21.V.0012 (19T-21V004)
9465 Weston Road
(9465 Weston Limited)
City of Vaughan

Re: KLM Planning Partners Inc., Project No. P-3135, dated April 21, 2021

Clauses to be Included in the Subdivision Agreement

1. The Owner shall save harmless the City of Vaughan and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
2. The Owner shall advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
3. The Owner shall provide direct shared pedestrian/cycling facilities and connections from the proposed development to boundary roadways to support active transportation and public transit, where appropriate.
4. The Owner shall implement all recommendations, including TDM measures, as recommended in the Transportation Mobility Plan Study, prepared by Crozier Consulting Engineers, dated April 2021, to the satisfaction of the Region.
5. The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
6. The Owner shall implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
7. The Owner shall agree that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
8. The Owner shall include the following warning clause with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants."

9. The Owner shall agree that where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
- a) That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way,
 - b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence, and
 - c) That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.

Conditions to be Satisfied Prior to Final Approval

10. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Vaughan and York Region.
11. The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Vaughan:
- a) 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 draft plan, or any phase thereof, and
 - b) A copy of an email confirmation by a City of Vaughan staff member stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
12. The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation

and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.

The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.

13. Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
 - a) A widening across the full frontage of the site where it abuts Weston Road of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of Weston Road,
 - b) 5 metre by 5 metre daylight triangles at the south-west and south-east corners of the intersection of the Block 16 access and Teston Road, and
 - c) An additional 2 metre widening, 60 metres in length, together with a 50 metre taper for the purpose of a northbound right turn lane at the intersection of Weston Road and the access to Block 16.
14. The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
15. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.

16. For any applications (Site Plan or Zoning By-law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.
17. The Regional Corporate Services Department shall advise that Conditions 1 to 16 inclusive, have been satisfied.

May 20, 2021

Mary Caputo
Senior Planner
Development Planning Department
City of Vaughan
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1

Dear Mary,

Re: Draft Plan of Subdivision, Official Plan Amendment, Zoning By-law Amendment
9465 Weston Limited
9465 Weston Road
2, 6, 10, 14, 18, 22 and 26 Comdel Boulevard
11, 12, 15 and 19 Lichen Court including Blocks 32 and 33 on Registered Plan
65M-3457
City of Vaughan
File No.: 19T-21V004

Enbridge Gas Inc. does not object to the proposed application(s) however, we reserve the right to amend or remove development conditions.

This response does not constitute a pipe locate, clearance for construction or availability of gas.

The applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea30@Enbridge.com to determine gas availability, 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.

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 phased construction, all costs are the responsibility of the applicant.

In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.

Sincerely,



Casey O'Neil
Sr Analyst Municipal Planning
Long Range Distribution Planning

ENBRIDGE GAS INC.
TEL: 416-495-5180
500 Consumers Rd. North York, Ontario, M2J 1P8

enbridge.com
Safety. Integrity. Respect.

Revised: May 11, 2020

COMMENTS:

☐

We have reviewed the Proposal and have no comments or objections to its approval.

☒

We have reviewed the proposal and have no objections to its approval, subject to the following comments (attached below).

☐

We are unable to respond within the allotted time for the following reasons (attached) you can expect our comments by _____.

☐

We have reviewed the proposal and have the following concerns (attached below)

☐

We have reviewed the proposal and our previous comments to the Town/City, dated _____, are still valid.

Alectra Utilities has received and reviewed the submitted plan proposal. This review, however, does not imply any approval of the project or plan.

The owner(s), or his/her/their agent, for this plan is/are required to contact Alectra Utilities to obtain a subdivision application form (SAF) and to discuss all aspects of the above project. The information on the SAF must be accurate to reduce unnecessary customer costs, and to provide a realistic in-service date. The information from the SAF is also used to allocate/order materials, to assign a technician to the project, and to place the project in the appropriate queue. A subdivision application form is enclosed with this request for comments.

Alectra Utilities will prepare the electrical distribution system (EDS) design for the subdivision. The subdivision project will be assigned to an Alectra Utilities design staff upon receipt of a completed SAF. The design of the subdivision can only commence upon receiving a design prepayment and the required information outlined on the SAF.

Alectra Utilities will obtain the developer(s) approval of the EDS design, and obtain the required approvals from local government agencies for EDS installed outside of the subdivision limit. Alectra Utilities will provide the developer(s) with an Offer to Connect (OTC) agreement which will specify the responsibilities of each party and an Economic Evaluation Model outlining the cost sharing arrangement of the EDS installation between both parties. The OTC agreement must be executed by both parties and all payments, letter of credits and easements received in full before Alectra Utilities can issue the design for construction.

Town Home/Semi Detached municipal and/or private developments require a minimum set back of 3.40M from the street line to any structure such as foundations, outdoor stairs, porches, columns etc..... to accommodate standard secondary service connections.

Revised: May 11, 2020

All proposed buildings, billboards, signs, and other structures associated with the development must maintain minimum clearances to the existing overhead or underground electrical distribution system as specified by the Ontario Electrical Safety Code and the Occupational Health and Safety Act.

All communication, street light or other pedestal(s) or equipment(s) must not be installed near Alectra Utilities transformers and/or switchgears. Enclosed with this request for comments are Alectra Utilities clearance standards.

Existing Alectra Utilities plant in conflict due to driveway locations or clearances to the existing overhead or underground distribution system will have to be relocated by Alectra at the Developer's cost.

We trust this information is adequate for your files.

Regards,

Mr. Tony D'Onofrio

Supervisor, Subdivisions

Phone: 905-532-4419

E-mail: tony.donofrio@alecrautilities.com

Subdivision Application Information Form is available by emailing tony.donofrio@alecrautilities.com

May 14, 2021

City of Vaughan – Planning Department

To: **Mary Caputo, Senior Planner, Development Planning Department**

Reference: **File: OP.21.011, Z.21.018, 19T-21V004 related file: N/A**
9465 Weston Road
2, 6, 10, 14, 18, 22 and 26 Comdel Blvd
11, 12, 15 and 19 Lichen Crt
including blocks 32 and 33 on Registered Plan 65M-3457
15 Single detached dwellings and 115 townhouses
Ward 3

Canada Post Corporation appreciates the opportunity to comment on the above noted application and it is requested that the developer be notified of the following:

Canada Post has reviewed the proposal of the 15 detached residential dwellings and 115 residential townhouse units for the above noted Development Application and has determined that the completed project will be serviced by centralized mail delivery provided through Canada Post Community Mail Boxes.

In order to provide mail service to this development, Canada Post requests that the owner/developer comply with the following conditions:

- ⇒ 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;
- ⇒ 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;
- ⇒ 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;
- ⇒ 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;
- ⇒ **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;**

Canada Post further requests the owner/developer be notified of the following:

1. The owner/developer of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox location.
2. Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.
3. There will be no more than one mail delivery point to each unique address assigned by the Municipality.
4. Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project.
5. The complete guide to Canada Post's Delivery Standards can be found at:
https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual_en.pdf

As the project nears completion, it is requested that the Developer contact me directly during the design stage of the above project, to discuss a suitable mailbox location.

Should there be any concerns pertaining to our mail delivery policy requirements, please contact the undersigned.

Sincerely,

Lorraine Farquharson

Lorraine Farquharson

Delivery Services Officer | Delivery Planning - GTA

200 – 5210 Bradco Blvd

Mississauga, ON L6W 1G7

(416) 262-2394

lorraine.farquharson@canadapost.ca