

**ATTACHMENT 10**  
**CONDITIONS OF DRAFT APPROVAL**  
**DRAFT PLAN OF SUBDIVISION FILE 19T-21V003 ('THE PLAN')**  
**GB (MAPLECRETE) LIMITED PARTNERSHIP ('THE OWNER')**  
**PART OF LOT 5, CONCESSION 4, CITY OF VAUGHAN**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN ('THE CITY') THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION 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 on Attachment 10a.
2. The Conditions of Approval of York Region set out on Attachment 10b.
3. The Conditions of Approval of Canadian National Railway ('CN') as set out in Attachment 10c.
4. The Conditions of Approval of Bell Canada as set out in Attachment 10d.
5. The Conditions of Approval of Enbridge Gas Inc. as set out in Attachment 10e.

Clearances

1. The City shall advise that the Conditions on Attachment 10a have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
2. York Region shall advise that the Conditions on Attachment 10b have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
3. CN shall advise that the Conditions on Attachment 10c have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
4. Bell Canada shall advise that the Conditions on Attachment 10d have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
5. Enbridge Gas Inc. shall advise that the Conditions on Attachment 10e have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

**ATTACHMENT 10a**  
**CONDITIONS OF DRAFT APPROVAL**  
**DRAFT PLAN OF SUBDIVISION FILE 19T-21V003 ('THE PLAN')**  
**GB (MAPLECRETE) LIMITED PARTNERSHIP ('THE OWNER')**  
**PART OF LOT 5, CONCESSION 4, CITY OF VAUGHAN**

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

City of Vaughan Conditions

1. The Plan shall relate to the Draft Plan of Subdivision, as prepared by KLM Planning Partners Inc., Project No. P-3298, dated May 5, 2023.
2. 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*.
3. The Owner shall pay all outstanding application fees to the City's Development Planning Department, in accordance with the in-effect Tariff of Fees By-law.
4. The Owner shall be required to provide payment-in-lieu of parkland dedication in accordance with the requirements of the Planning Act, the VOP 2010 (Section 7.3.3 Parkland Dedication) and/or in effect Parkland Dedication By-Law and amendments.
5. The Owner shall enter into a subdivision agreement with the City of Vaughan to satisfy all conditions, financial or otherwise of the City, with regard to such matters as the City may consider necessary, including payments of development levies, landscaping, financial securities and land conveyance and/or cash-in-lieu, the design, construction, installation and road dedication and associated municipal services along the development frontage, at the sole cost of the Owner, with provisions for future connection in accordance with the local servicing policy, to the satisfaction of the City. The said Agreement shall be registered against the lands to which it applies.
6. As the future local road (Street "1"/Freshway Drive extension) intersects the Subject Lands and the properties to the west and south, the Owner shall work with the City and the adjacent landowners for the future design, construction, and delivery of the local road.

The Street "1" shall be planned, designed and constructed, to the satisfaction of the City with all interim and permanent works including drainage design, Low Impact Development (LID), grading adjustment and illumination to the satisfaction of the City.

7. The City agrees to grant the Owner an easement over Street "1" for access on, over, along, through and upon the temporary driveway for purposes of accessing Maplecrete Road, in a form satisfactory to the City. The Owner shall, at its cost, maintain the temporary driveway access to Maplecrete Road, in good and safe condition until the future construction of local road Street "1" 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, fees, expenses, damages, injury and demands whatsoever which may arise directly or indirectly by reason of this temporary driveway access to Maplecrete Road on the City owned lands, save and except for any damage caused by the sole negligence of the City or its employees.

Prior to final approval of the Plan, the Owner shall make satisfactory arrangements with the City, to establish the temporary access easement over the temporary driveway access to Maplecrete Road. The easement shall be maintained by the Owner and/or its successors in title and shall be registered on title and form part of the future condominium declaration.

8. In addition to the draft plan conditions set out for Street "1":
  - The Owner shall coordinate with the neighbouring landowner to the west to complete the design and construction of Street "1", to the satisfaction of the City.
  - The Owner shall deliver the interim condition of Street "1" to Maplecrete Road, to the satisfaction of the City prior to the occupancy of any units.
  - The Owner shall agree in the subdivision agreement to provide the necessary financial securities for the cost associated with the removal of the interim condition on Street "1" and reinstatement of Street "1" to the ultimate road condition including streetscape and servicing infrastructure to the satisfaction of the City.
  - The Owner shall make the necessary arrangements and enter into an agreement with the adjacent landowners to the west and south to allow for completion and construction of the Street "1" to its ultimate configuration within their ownership having consideration for the full ultimate design across developers lands. The arrangements shall address, but are not limited to, liability, land title, cost-sharing, the timing and costs associated with the construction of the interconnection, and obligations and costs of maintenance be fully secured.
9. The Owner shall carry out, at no cost to the City, any temporary or permanent, access and drainage works that may be necessary to support the development under the interim condition to the satisfaction of the City.
10. The road allowances included within the Plan shall be dedicated as public highways without monetary consideration and free of all encumbrances.
11. The road allowances included in the Plan shall be named to the satisfaction of the City and York Region.
12. The road allowances included in the Plan shall be designed in accordance with the City's standards for road and intersection design, daylighting triangles, and 0.3 m reserves, as required. The pattern of the street and the layout of blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
13. Any dead ends or open sides of road allowances created by the Plan shall be terminated in 0.3 m 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.
14. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the City and York Region. Construction staging areas, staging and construction vehicle parking plans shall be approved by the City.
15. Prior to final approval of the Plan, the Owner shall prepare construction drawings for review and approval, details of the sewer and water system, plan and profile drawings within and along the development limit, intersection of Street "1" / Doughton Road / Maplecrete Road.

The Owner agrees to modify the Draft Plan of Subdivision based on the approved road alignment and Right-of-Way width to the satisfaction of the City.

16. Prior to final approval of the Plan, the Owner shall convey all necessary easements as may be required for utility, drainage or construction purposes, to the appropriate authority(ies), free of all charge and encumbrance.
17. Prior to final approval of the Plan, the Owner shall submit to the City for review and approval a detailed geotechnical report, hydrogeological report, and dewatering report, to the satisfaction of the Development Engineering Department, which shall address the following, but not limited to:
  - a) dewatering report/plan, necessary contingency plan, monitoring and reporting program during and after completion of the construction
  - b) assessment of the potential for impact to the existing building structures in vicinity of the Development due to dewatering operations
  - c) design considerations for municipal services and structures.

The Owner shall agree in the Subdivision Agreement 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.

18. 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 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.
19. Prior to earlier of the initiation of any grading or registration of the Plan, the Owner shall submit to the City for review and approval a detailed engineering report that conforms with the VMC Master Servicing Strategy Study (as updated) and the final Black Creek Renewal Class Environmental Assessment Study. The detailed engineering report shall describe the storm drainage system for the Development within this Plan, and the report shall include:
  - a) plans to illustrate 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
  - 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.

20. The Owner shall agree in the Subdivision Agreement that no Building Permit(s) will be applied for or issued until the City is satisfied that adequate pedestrian access, road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the Development.
21. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost of any external municipal services that have been designed and oversized by others to accommodate the Development. The City agrees to utilize its reasonable efforts to recover

the Owner's costs of any external municipal services that have been designed and oversized by the Owner to accommodate any benefitting owners.

22. The Owner shall make the necessary arrangements for the relocation of utilities, whether internal or external to the Plan, to facilitate the Plan at the expense of the Owner, to the satisfaction of the City. Prior to final approval of the Plan, the Owner shall provide a consolidated public utilities plan and section showing resolved conflict between streetscape works and existing and proposed utilities.
23. The Owner shall agree in the Subdivision Agreement to design, purchase material and install a buried hydro distribution system for the LED streetlighting system in the Plan in accordance with City Standards and specifications. This Plan shall be provided in accordance with the VMC requirements, to the satisfaction of the City.
24. The Owner shall agree in the Subdivision Agreement that all lots or blocks to be left vacant shall be graded, seeded, maintained and signed to prohibit dumping and trespassing.
25. The Owner shall agree in the Subdivision Agreement to maintain adequate chlorine residuals in the watermains within the Plan after successful testing and connection to the potable municipal water system and continue until 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 as 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.
26. Prior to final approval of the Plan, the Owner shall submit an environmental noise impact study and vibration impact study, prepared in accordance with MECP NPC-300 for review and approval by the City. The preparation of the noise report shall include the ultimate traffic volumes associated with the surrounding road network. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved revised noise report and include the necessary warning clauses in all Offers of Purchase and Sale or Lease, to the satisfaction of the City.
27. Prior to final approval of the Plan, the Owner shall provide a copy of the fully executed Subdivision Agreement to:
  - a) Toronto and Region Conservation Authority ("TRCA")
  - b) York Region District School Board
  - c) York Catholic District School Board
  - d) Canada Post
  - e) Canadian National Railway ("CN")
  - f) Municipal Property Assessment Corporation ("MPAC")
  - g) Alectra Utilities Corporation
  - h) Enbridge Gas
  - i) the appropriate telecommunication provider
  - j) NavCanada
  - k) Bombardier Aerospace
  - l) York Region
28. Prior to final approval of the Plan, the Owner shall submit, to the satisfaction of the City, a listing prepared by an Ontario Land Surveyor, and georeferenced CAD file, of all the Block

areas, frontages and depths in accordance with the approved Zoning By-law for all Blocks within the Plan.

29. The Owner shall prepare, and the Development Engineering Department, the Policy Planning & Special Programs Department shall approve the final site servicing and grading plan, erosion control plan, functional servicing and stormwater management reports and drawings, site illumination plan, utility coordination plan, geotechnical and hydrogeological reports, Traffic Impact Study (TIS), and Transportation Demand Management Plans (TDM Plans); note that additional information and documents may be required upon the next submission. The Owner shall agree in the Subdivision Agreement to implement the recommendations of these reports and plans in the Plan of Subdivision to the satisfaction of the City.
30. The Owner shall dedicate all roads, daylight triangles and road widenings shown on the Plan, to the satisfaction of the City.
31. Prior to final approval of the Plan, the Owner's consultant shall certify that the roads and municipal services within the Plan have been designed to comply with the approved Functional Servicing Report, the VMC Master Servicing Strategy Study (as updated), the Black Creek Optimization Study, the final Black Creek Renewal Class Environmental Assessment Study and Transportation Master Plan (as updated).
32. Prior to final approval of the Plan, the Owner shall confirm that the necessary provisions of the Environmental Assessment Act and Municipal Class Environmental Assessment for Municipal Roads, Water and Wastewater Works as they may apply to the proposed primary roads and related infrastructure matters have been met.
33. Prior to final approval of the Plan, the Owner shall provide confirmation that satisfactory arrangements have been made with a suitable telecommunication provider(s) to provide services, and if required within the municipal right-of-way 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(s).
34. Prior to final approval of the Plan, the Owner shall satisfy the following:
  - a) provide a functional road/intersection analysis/design to address the ROW under ultimate development conditions. The required road allowances shall be designed in accordance with the City and York Region's standards for road and intersection design
  - b) provide a phasing and implementation plan, which includes details concerning such matters as the ultimate and interim traffic and transportation system, to the satisfaction of the City and York Region, and the specific required infrastructure improvements and development triggers to support the Development
  - c) submit a revised Traffic Impact Study addressing all the transportation related comments as detailed below to inform the detailed design of the proposed east-west local Street "1", including:
    - i. Include Synchro analysis of all study intersections, such as Maplecrete Road and Highway 7, Maplecrete Road and Doughton Road, Jane Street and Maplecrete Road, etc. for design input
    - ii. Detailed storage and queuing analysis is required to review any impacts of potential queuing at study intersections mentioned above. The site access and roadway Detailed storage and queuing analysis is required to review any

impacts of potential queuing at study intersections mentioned above. The site access and roadway intersections shall include ample storage on site to store all the queued vehicles during the busiest peak hours. Furthermore, existing queuing information of study intersections should be included in the report for comparison purpose with the future traffic conditions;

- d) Submit engineering plans showing, as applicable, all interim and ultimate sidewalk locations and YRT/ VivaNext standing areas and shelter pads subject to YRT/ VivaNext approval, to the satisfaction of the City and York Region.
35. The Owner shall agree in the Subdivision Agreement to pay its proportionate share of the costs associated with implementing the recommendations of the approved VMC Master Servicing Strategy (as updated), to the satisfaction of the City. Financial commitments will be secured based on the City's latest available cost estimates for the required infrastructure improvements.
36. The Owner shall agree in the Subdivision Agreement to design and construct at its own cost the municipal services for the Plan, in accordance with the final recommendations and conclusions of the approved VMC Master Servicing Strategy (as updated), to the satisfaction of the City.
37. The Owner shall agree in the Subdivision Agreement to design and construct at no cost to the City the storm water drainage infrastructure for the Plan, in accordance with the final recommendations and conclusions of the approved VMC Master Servicing Strategy once finalized, the final Black Creek Renewal Class Environmental Assessment Study and City standards, to the satisfaction of the City.
38. Prior to the earlier of either the final approval of the Plan, or the conveyance of land, or any initiation 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 there be 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 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.
39. The following warning clause shall be included in all Offers of Purchase and Sale or Lease for Lots and Blocks on the Plan:
- a) "Purchasers and/or tenants are advised that ultimate works for Street "1" will be completed westerly of the development in the future in accordance with VMC Secondary Plan to facilitate development of adjacent lands without further notice."

- b) "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."
- 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."

Any additional warning clause 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.

40. The following warning clauses shall be included in the Agreements of Purchase and Sale, Condominium Declarations, Condominium Agreement(s) and Subdivision Agreement:

- a) "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 may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment, Conservation, and Parks."
- b) "This dwelling unit has been supplied with a central air conditioning system which will allow windows closed 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."
- c) "Purchasers/tenants are advised that due to the proximity of the adjacent industrial and commercial facilities, sound levels from these facilities may at times be audible."
- d) "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."
- e) "Purchasers/tenants are advised that adjacent properties may be redeveloped with mid to high-density proposals in the future."
- f) "Purchasers/tenants are advised that the construction of Street "1" along the south side of the development may not be completed prior to full occupancy. The future condominium corporation(s) shall agree to work with the adjacent developer/consultant/contractors to facilitate the ultimate construction of this street. Purchasers/tenants are advised that the construction limits will include works within the private realm to prepare the road to be constructed to its ultimate condition. Major coordination will be required on-site to inform and minimize any access disturbances to the existing residents."
- g) "Purchasers/tenants are advised that the Owner (GB (Maplecrete) Limited Partnership) shall carry out at no cost to the City or any future condominium corporations the responsibility for final costing of construction of Street "1" within the lands related to this application based on the cost sharing methodology. The final costing is subject to the timing of road construction to its ultimate condition once the adjacent lands are subject to redevelopment, which it shall be delivered at no cost to the City of Vaughan in accordance with the Local Servicing Policy."

41. Prior to earlier of the initiation of any grading or construction on the Subject Lands, the Owner shall install erosion and sediment controls. The Erosion and Sediment Control Plan shall be designed and approved to the satisfaction of the City.



42. Prior to earlier of the registration of the Plan of Subdivision or commencement of construction on the Subject Lands, the Owner shall provide plans and designs for the grading of the lands, streetscape works, the roads and municipal services, to the satisfaction of the City.
43. Prior to commencement of construction, the Owner shall obtain the necessary approvals from the MECP for all sewage works that service the Development including, but not limited, to proposed stormwater management facilities (sewers, underground storm tank and oil and grit separator), sanitary sewers and watermain.
44. The Owner shall agree in the Subdivision Agreement to design and construct, at no cost to the City, Street "1" and the associated services, to the satisfaction of the City.
45. The Owner shall agree in the Subdivision Agreement to design, replace, and construct to the approved engineering drawings the necessary road improvements along Maplecrete Road, together with their associated services (including storm sewer), to the satisfaction of the City. These works are considered growth related and included in the 2022 City's Development Charges Background Study
46. The Owner shall agree in the Subdivision Agreement to design, replace, and construct to the approved engineering drawings the necessary road improvements along Doughton Road, together with their associated services (including storm sewer), to the satisfaction of the City. These works are considered growth related and included in the 2022 City's Development Charges Background Study
47. The Owner shall agree in the Subdivision Agreement to design, replace, and construct to the approved engineering drawings the storm sewer improvements along Doughton Road from Jane Street to Maplecrete Road to service the Plan, in accordance to the VMC FSSR (currently being developed/reviewed), all to the satisfaction of the City.
48. The Owner shall agree in the Subdivision Agreement to design, replace, and construct to the approved engineering and landscape drawings the storm sewer improvements along Maplecrete Road south of Doughton Road to service the Plan, in accordance to the VMC FSSR (currently being developed/reviewed), all to the satisfaction of the City.
49. The Owner shall agree in the Subdivision Agreement to design and construct to the approved engineering and landscape drawings the necessary water quality control for Doughton Road, Maplecrete Road and Street "1" to ensure water quality treatment will be achieved. Water quality measures including, but not limited to Low-Impact Developments ('LIDs') must be implemented within these boulevards with the appropriate details and supporting calculations, all to the satisfaction of the City.
50. The Owner shall agree to design and construct to the approved engineering and landscape drawings the necessary Low Impact Development (LID) infrastructure along Doughton Road, Maplecrete Road and Freshway Drive to ensure water quality treatment is achieved, and that LID measure(s) must be implemented within these boulevards submitted with the appropriate details and supporting calculations, all to the satisfaction of the City.
51. The Owner shall design and construct the following streetscape works in accordance with City standards, the "City-wide Streetscape Implementation Manual" and "VMC Streetscape

& Open Space Plan” (collectively, the ‘Streetscape Guidelines’) to the satisfaction of the City. The Owner shall design and construct:

- a) The streetscape along the south side of Doughton Road from Maplecrete Road to the westerly limits of the Subject Lands at an enhanced level of service to the satisfaction of the City (the “South Doughton Road Works”)
- b) The streetscape along the west side of Maplecrete Road from the northerly limits to the southerly limits of the Subject Lands at a standard urban level of service to the satisfaction of the City (the “West Maplecrete Road Works”)
- c) The interim and ultimate streetscape along the east-west local road from the westerly limits to the easterly limits of the property to a standard level of service to the satisfaction of the City (the “East-West Road Works”)
- d) The South Doughton Road Works, West Maplecrete Road Works, and East-West Road works are collectively referred to herein as the “Streetscape Works”

52. The Owner shall design and construct both street lighting and pedestrian scale lighting, and provide a Photometric Lighting Plan, to the satisfaction of the City. The streetlight system shall use LED luminaire, pole type and type of fixtures (or equivalent) in accordance with the City Standards and Specification for the VMC and the City’s VMC Streetscape & Open Space Plan.

53. Prior to final approval of the Plan, the Owner shall prepare detailed streetscape and open space construction drawings as part of the subdivision construction drawing package based on the Vaughan Citywide Streetscape Implementation Manual and the VMC Streetscape & Open Space Plan, to the satisfaction of the City. Streetscape cost estimates shall be submitted to the satisfaction of the City. Securities will be taken, and the value calculated based on the full cost of the Streetscape Works. The Owner shall provide securities for the streetscape implementation, to the satisfaction of the City.

54. Prior to final approval of the Plan, the Owner shall submit an analysis of tree soil volumes demonstrating that each tree planted has met the minimum requirement of 20 m<sup>3</sup> of growing medium in a shared tree pit or 30 m<sup>3</sup> of growing medium in a stand-alone tree pit to encourage the growth of large caliper shade trees, to the satisfaction of the City.

55. Prior to final approval of the Plan, the Owner shall provide a 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. The Owner shall not remove trees without written approval by the City.

56. Prior to registration, the Owner is required to enter into a Tree Protection Agreement which includes a security for trees to be preserved and protected in accordance with the approved Tree Preservation Study. The value of the security associated with the City’s Tree Protection Agreement is determined through the following:

- Tree compensation formula provided in the Arborist Report based on the City Tree Replacement Requirement.
- The costs associated with tree protection measures (i.e. tree protection fencing, silt barriers etc.)
- The costs associated with actual tree removals.

57. In the event that there is additional work or increases in the cost of the Streetscape Works attributable to unforeseen circumstances or other problems encountered during construction by the Owner, the Owner shall notify the City, but the Owner shall not be obligated to obtain

the City's consent to authorize such additional work or increase in the cost of the Streetscape Works, except for major changes that exceed ten percent (10%) of the original cost of any one item in the construction contract for the project, in which case the City's consent shall be required. As construction proceeds, the Owner shall produce, if requested, copies of all supplementary contracts and change orders to the City for information.

58. When the construction of the Streetscape Works has been substantially completed to the satisfaction of the City, the Owner shall provide the City with the following information:
  - a) a certification from a registered consulting engineer and a registered landscape architect that confirms the Streetscape Works have been constructed in accordance with the approved Construction Drawings, City standards and specifications, sound engineering practices, and the Streetscape Guidelines
  - b) a detailed breakdown of the final as-constructed costs of the Streetscape Works certified by a professional consulting engineer, to the satisfaction of the City
  - c) a Statutory Declaration from the Owner confirming that all accounts in connection with the design and construction of the Streetscape Works have been paid in full and that there are no outstanding claims related to the subject works
  - d) a complete set of "As-Constructed" Construction Drawings (in both digital and georeferenced AutoCAD formats) for the Streetscape Works, and to illustrate all roadway curbs and utilities to the satisfaction of the City
  - e) copies of all final executed construction contracts, approved contract extras and change orders related to the construction of the Streetscape Works, to the satisfaction of the City
  - f) copies of all quality assurance test results, supplementary geotechnical reports and construction related reports.
  
59. Upon completion of the East Maplecrete Road Works and receipt of final actual cost certified by the consultant, the City shall reimburse the Owner the lesser of fifty percent (50%) of the final actual certified cost of the East Maplecrete Road Works or \$63,074.00 when funds for the Maplecrete Road Works are available and included in an approved capital project.
  
60. The Owner shall indemnify and save harmless the City and/or their employees from all actions, causes of actions, suits, claims and demands whatsoever, which may arise directly or indirectly by reason Streetscape Works or service provided under the Subdivision Agreement.
  
61. The Owner shall agree in the Subdivision Agreement that should previously undocumented archaeological resources be found on the property during construction activities, the Owner must immediately cease all construction activities and notify the Ministry of Citizenship and Multiculturalism (or its successor), and the Development Planning Department, Urban Design and Cultural Heritage Division at the City of Vaughan.
  
62. The Owner shall agree in the Subdivision Agreement that 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 at the Bereavement Authority of Ontario (BAO) and the City of Vaughan Development Planning Department, Urban Design and Cultural Heritage Division.



March 8, 2023

Monica Wu, MCIP, RPP  
Planner, VMC  
Planning and Growth Management Portfolio  
City of Vaughan  
2141 Major Mackenzie Drive  
Vaughan, ON, L6A 1T1

Dear Monica Wu,

**RE: Official Plan Amendment LOPA.21.V.0040 (OP.21.008)  
Zoning By-law Amendment ZBA.21.V.0072 (Z.21.011)  
Draft Plan of Subdivision SUBP.21.V.0016 (19T-21V003)  
185 Doughton and 108-112 Maplecrete Road  
(GB (Maplecrete) Limited Partnership)  
City of Vaughan**

This is in response to your second circulation of the above captioned Official Plan Amendment (OPA), Zoning By-law Amendment (ZBA) and draft plan of subdivision applications.

The 0.97-hectare subject site is located on the southwest corner of Doughton Road and Maplecrete Road, within the Vaughan Metropolitan Centre Secondary Plan area. The current proposed development is for 1,082 residential units in 40 and 37-storey towers, served by 551 vehicular and 1,092 bicycle parking spaces. The overall density is 7.61 FSI.

	<b>1<sup>st</sup> Submission (Mar 2021)</b>	<b>2<sup>nd</sup> Submission (June 2022)</b>	<b>3<sup>rd</sup> Submission (Sept 2022)</b>	<b>4<sup>th</sup> Submission (Dec 2022)</b>	<b>5<sup>th</sup> Submission (Feb 2023)</b>
<b>Density</b>	8.2 FSI	7.26 FSI	7.86 FSI	No change	7.61 FSI
<b>Building A Height</b>	43-storeys	38-storeys	42-storeys	No change	40-storeys
<b>Building B Height</b>	40-storeys	35-storeys	38-storeys	No change	37-storeys
<b>Podium Height</b>	6-storeys	6 to 8-storeys	6 to 8-storeys	No change	No change
<b>Total Unit Count</b>	789	1,033	1,122	1,121	1,082

Regional staff do not have any comments on the site-specific ZBA application. The ZBA will permit the proposed mix of uses and prescribe site-specific development standards.

### **Purpose and Effect of the Proposed Amendment**

According to the draft Official Plan Amendment, the Amendment will:

- permit maximum building heights of 40-storeys and 37-storeys,
- permit a maximum density of 7.61 FSI, and
- permit a maximum floor plate of 850 m<sup>2</sup>.

### **Development Planning Comments**

Our previous planning comments regarding conformity with the Regional Official Plan, provided in our letter dated August 18, 2021, continue to apply. We also confirm that York Region retains the approval authority of this OPA application. A new York Region Official Plan (“YROP-2022”) was approved by the Minister of Municipal Affairs and Housing with modifications on November 4, 2022 and is therefore now in-force. As this application was submitted and deemed complete prior to the approval of the new YROP-2022, the policies of the YROP-2010 remain applicable (Transition Policy 7.4.13, YROP-2022).

The City is currently undertaking a process to update the Vaughan Metropolitan Centre (VMC) Secondary Plan, which will identify preferred land use, the appropriate level of development, and the required hard and soft services needed to accommodate new growth. The approval of this and other site-specific developments, with significant density increases, have incremental and cumulative impact on the Region’s transportation and water and wastewater servicing networks.

We look forward to completing the VMC Secondary Plan update, specifically to ensure adequate infrastructure is identified to accommodate the planned growth of this Regional Centre.

### **Technical Comments**

Below is a summary of technical comments received from Regional Departments.

#### Transportation and Infrastructure Planning

We advise that the following outstanding comments can be addressed/incorporated at the site plan stage of the proposed development to the satisfaction of York Region:

- a) The Study does not consider the increase height and density anticipated as a result of the VMC Secondary Plan review and update process initiated by the City of Vaughan. In our initial comments, we recommended that the proposed application be deferred until the VMC Secondary Plan review and update is completed to ensure consistency related to the policy, urban-built form and most importantly, the fine grid transportation network. The Study appears to be based on 2018 planned height and densities in the VMC. Therefore, the Study is deemed incomplete until the impacts of the anticipated growth in the area are fully analyzed.

- b) Promotion of public transit and other modes is recognized as a key driver to influence travel behaviour change in conjunction with infrastructure interventions. While the reduction of available parking spaces is supportive of these aims, additional “above and beyond” initiatives in response to higher density and height, will normalize sustainable travel habits by everyone especially for shorter trips, as the regional road network are operating at and near capacity levels. As indicated in our earlier comments, the applicant shall provide one adult YRT Monthly Pass PRESTO card for each residential unit, for a 3-month period. The estimated cost is \$154/pass/month. However, this comment can be addressed at the site plan stage of the proposed development.
- c) Further detailed comments will be provided once a revised Transportation Mobility Plan accommodating the updated VMC Secondary Plan is submitted.

### Infrastructure Asset Management

#### *Water and Wastewater Servicing*

The Functional Servicing and Stormwater Management Report (FSSMR), prepared by Fabian Papa and Partners, dated March 2021 and Site Servicing Plan indicated that water servicing will be provided by an existing local 300mm diameter local municipal watermain on Doughton Road. The FSSMR indicated that a hydrant flow test was not possible at the time the report was produced. The hydrant flow test should be completed prior to the next submission. This report will be further revised to verify the adequacy of the proposed water system to maintain service levels, including fire flows through hydrant testing. The Owner shall forward the revised FSSMR to the Region for review and record. The FSSMR indicated that the development will be connected to the existing 300mm local sewer. Sewage from this sewer will ultimately flow to the Regional Black Creek Sewage Pumping Station.

#### *Servicing Allocation*

Further to the Region's prior comments regarding the unknown potential impact of significantly higher than planned intensification in the VMC area on the Regional infrastructure system, the Region's current infrastructure plans have not considered the level of intensification proposed on the subject lands. At this time, the Region's servicing capacity commitment remains within the limits of currently assigned capacity to the City of Vaughan. It is in the City's jurisdiction to allocate the Region assigned capacity to individual developments based on the City's growth priorities.

### **Draft Plan of Subdivision**

Regional staff have reviewed the draft plan of subdivision prepared by KLM Planning Partners Inc., Project No. P-3298, dated February 15, 2023. The draft plan of subdivision will facilitate the creation a future mixed-use development block, and additional blocks for road widening and reserves, within a 0.971 ha site. The draft plan of subdivision should await direction from the City regarding the VMC Secondary Plan Update. However, should the plan of subdivision receive draft plan approval in advance of the VMC Secondary Plan Update, we request the attached Regional conditions of approval be included in the City's decision.

**Summary**

The OPA application proposes to amend the VMC Secondary Plan to permit a mixed use residential and commercial/retail development. Regional staff supports the nature of the proposed mixed-use development but highlight the trend of proposed developments that significantly increases densities on a site-by-site basis in the absence of an updated comprehensive planning document.

Increases in potential population, above and beyond planned growth, has a direct impact on water and wastewater servicing. Due to many recent development proposals, the cumulative effect of additional growth in the VMC needs to be reassessed. A master plan level detailed analysis of the entire YDSS trunk system may be required to properly assess the impact of additional growth beyond what is currently approved for the area. We look forward to continuing to work with Vaughan staff in completing the update to the VMC Secondary Plan as well as other intensification area Secondary Plans.

In the event that the draft plan of subdivision dated February 15, 2023 is approved by the City of Vaughan, the plan is subject to the attached Schedule of Clauses/Conditions. We request a copy of the notice of decision, draft approved plan, and the conditions of draft approval should the plan be approved.

Should you have any questions regarding the above, please contact Justin Wong, Planner, at 1-877-464-9675 ext. 71577 or by email at [Justin.Wong@york.ca](mailto:Justin.Wong@york.ca), should you require further assistance.

Sincerely,



Karen Whitney, M.C.I.P., R.P.P  
Director of Community Planning and Development Services

JW/

Attachment (1):                      Schedule of Clauses/Conditions

YORK-#15021572-v3-LOPA\_21\_V\_0040\_(OP\_21\_008)\_SUBP\_21\_V\_0016\_(19T-21V003)\_&\_ZBA\_21\_V\_0072\_(Z\_21\_011)\_-\_YR\_Comments

**Schedule of Clauses/Conditions**  
**SUBP.21.V.0016 (19T-21V003)**  
**185 Doughton and 108-112 Maplecrete Road**  
**(GB (Maplecrete) Limited Partnership)**  
**City of Vaughan**

Re: KLM Planning Partners Inc., Project No. P-3298, dated February 15, 2023

**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 implement the updated VMC Secondary Plan fine grid roadway network.
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 provide interconnections with adjacent developments in order to consolidate and reduce the number of accesses onto Regional, where appropriate.
5. The Owner shall implement all recommendations in the revised Transportation Study, including all TDM measures, to the satisfaction of the Region.
6. 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.

**Conditions to be Satisfied Prior to Final Approval**

7. 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.



8. The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to Community Planning and Development Services and Infrastructure Asset Management for record.
9. The Owner shall provide a Transportation Impact Study consistent with the format and recommendations of the Region's Transportation Mobility Plan Guidelines for Development Applications (November 2016). The TIS shall assess impacts of the updated VMC Secondary Plan population and employment targets, and determine required infrastructure improvements associated with each phase of the proposed development, to the satisfaction of the Region.
10. The Owner shall provide a comprehensive Transportation Demand Management Plan (TDM) consistent with Region Transportation Mobility Plan Guidelines to the satisfaction of the Region. The TDM Plan shall include a TDM checklist that summarizes the programs and measures, estimated costs and responsibility of the applicant to implement TDM recommendations.
11. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
12. 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.
13. The Regional Corporate Services Department shall advise that Conditions 1 to 12 inclusive, have been satisfied.

**From:** Jessica Kwan  
**Sent:** Wednesday, July 7, 2021 9:25 AM  
**To:** Andrew Haagsma  
**Subject:** FW: [External] 2021-06-11\_CN\_RES\_Request for Comments – OP.21.008, Z.21.011 and 19T-21V003 - 1st Submission for 185 Doughton Road and 108-112 Maplecrete Road  
**Attachments:** 1st Circulation Internal External Letter 2014..14071.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Jessica Kwan**  
[jessica.kwan@vaughan.ca](mailto:jessica.kwan@vaughan.ca)  
905-832-8585, ext. 8814

**COVID-19 Update:** Please be advised that I will be working remotely until further notice. During this time, I will be available via e-mail and/or web conference calls. Thank you for your patience and understanding.

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**From:** Ashkan Matlabi <Ashkan.Matlabi@cn.ca> **On Behalf Of** Proximity  
**Sent:** Friday, June 11, 2021 2:52 PM  
**To:** Jessica Kwan <Jessica.Kwan@vaughan.ca>  
**Subject:** [External] 2021-06-11\_CN\_RES\_Request for Comments – OP.21.008, Z.21.011 and 19T-21V003 - 1st Submission for 185 Doughton Road and 108-112 Maplecrete Road

Hello Jessica,

Thank you for consulting CN proximity on the subject application. It is noted that the subject site is located within 1000m to CN's Rail yard Right of way. CN has concerns of developing/densifying residential uses within 1000m of a rail yard. Please refer to CN's guidelines for the development of sensitive uses in proximity to railways. These policies have been developed by the Railway Association of Canada and the Federation of Canadian Municipalities.

CN encourages the municipality to pursue the implementation of the following criteria as conditions of an eventual project approval:

1. The Owner shall engage a consultant to undertake an analysis of noise. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.
2. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way:

“Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 1000 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the

design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.”

3. The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.
4. The Owner shall be required to grant CN an environmental easement for operational noise emissions, registered against the subject property in favour of CN.

CN will review the N&V study submitted and will communicate to you the peer review feedback.

Thank you and don't hesitate to contact me for any questions.

Regards

**Ashkan Matlabi**, Urb. OUQ. MBA

Urbaniste sénior / Senior Planner (CN Proximity)  
Planning, Landscape Architecture and Urban Design  
Urbanisme, architecture de paysage et design urbain



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H3H 1P9 CANADA  
[wsp.com](http://wsp.com)

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**From:** Joshua Cipolletta <[Joshua.Cipolletta@vaughan.ca](mailto:Joshua.Cipolletta@vaughan.ca)>

**Sent:** Friday, June 11, 2021 10:49 AM

**To:** Francesco Morea <[Francesco.Morea@vaughan.ca](mailto:Francesco.Morea@vaughan.ca)>; Elvio Valente <[Elvio.Valente@vaughan.ca](mailto:Elvio.Valente@vaughan.ca)>; Dean Brown <[Dean.Brown@vaughan.ca](mailto:Dean.Brown@vaughan.ca)>; Gus Michaels <[Gus.Michaels@vaughan.ca](mailto:Gus.Michaels@vaughan.ca)>; Nicolino Brusco <[Nicolino.Brusco@vaughan.ca](mailto:Nicolino.Brusco@vaughan.ca)>; Jim Harnum <[Jim.Harnum@vaughan.ca](mailto:Jim.Harnum@vaughan.ca)>; Haiqing Xu <[Haiqing.Xu@vaughan.ca](mailto:Haiqing.Xu@vaughan.ca)>; Andrea Buchanan <[Andrea.Buchanan@vaughan.ca](mailto:Andrea.Buchanan@vaughan.ca)>; Sonia Furtado <[Sonia.Furtado@vaughan.ca](mailto:Sonia.Furtado@vaughan.ca)>; Mauro Peverini <[MAURO.PEVERINI@vaughan.ca](mailto:MAURO.PEVERINI@vaughan.ca)>; Bill Kiru <[Bill.Kiru@vaughan.ca](mailto:Bill.Kiru@vaughan.ca)>; Amy Roots <[Amy.Roots@vaughan.ca](mailto:Amy.Roots@vaughan.ca)>; Nancy Tuckett <[Nancy.Tuckett@vaughan.ca](mailto:Nancy.Tuckett@vaughan.ca)>; Rob Bayley <[Rob.Bayley@vaughan.ca](mailto:Rob.Bayley@vaughan.ca)>; Urban Design & Cultural Heritage Circulations <[UD.CH.Circulations@vaughan.ca](mailto:UD.CH.Circulations@vaughan.ca)>; Gaston Soucy <[Gaston.Soucy@vaughan.ca](mailto:Gaston.Soucy@vaughan.ca)>; Mary Caputo <[Mary.Caputo@vaughan.ca](mailto:Mary.Caputo@vaughan.ca)>; Ruth Rendon <[Ruth.Rendon@vaughan.ca](mailto:Ruth.Rendon@vaughan.ca)>; Nicholas Cascone <[Nicholas.Cascone@vaughan.ca](mailto:Nicholas.Cascone@vaughan.ca)>; Christina Bruce <[Christina.Bruce@vaughan.ca](mailto:Christina.Bruce@vaughan.ca)>; Gabriela Henriquez <[Gabriela.Henriquez@vaughan.ca](mailto:Gabriela.Henriquez@vaughan.ca)>; Gurnick Perhar <[Gurnick.Perhar@vaughan.ca](mailto:Gurnick.Perhar@vaughan.ca)>; Gerardo Paez Alonso <[Gerardo.PaezAlonso@vaughan.ca](mailto:Gerardo.PaezAlonso@vaughan.ca)>; Cory Gray <[Cory.Gray@vaughan.ca](mailto:Cory.Gray@vaughan.ca)>; Michelle Samson <[Michelle.Samson@vaughan.ca](mailto:Michelle.Samson@vaughan.ca)>; Musa Deo <[Musa.Deo@vaughan.ca](mailto:Musa.Deo@vaughan.ca)>; Jennifer Cappola-Logullo <[Jennifer.Logullo@vaughan.ca](mailto:Jennifer.Logullo@vaughan.ca)>; Danny Woo <[Danny.Woo@vaughan.ca](mailto:Danny.Woo@vaughan.ca)>; Dana Khademi <[Dana.Khademi@vaughan.ca](mailto:Dana.Khademi@vaughan.ca)>; Development Finance <[Development.Finance@vaughan.ca](mailto:Development.Finance@vaughan.ca)>; Aaron Zamler <[Aaron.Zamler@vaughan.ca](mailto:Aaron.Zamler@vaughan.ca)>; Sean Skinkle <[Sean.Skinkle@vaughan.ca](mailto:Sean.Skinkle@vaughan.ca)>; Andre Clifton <[Andre.Clifton@vaughan.ca](mailto:Andre.Clifton@vaughan.ca)>; Abanoub Abadeer <[Abanoub.Abadeer@vaughan.ca](mailto:Abanoub.Abadeer@vaughan.ca)>; Sharon Walker <[Sharon.Walker@vaughan.ca](mailto:Sharon.Walker@vaughan.ca)>; Forestry Circulations

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**Cc:** Jessica Kwan <[Jessica.Kwan@vaughan.ca](mailto:Jessica.Kwan@vaughan.ca)>; Andrew Haagsma <[Andrew.Haagsma@vaughan.ca](mailto:Andrew.Haagsma@vaughan.ca)>  
**Subject:** Request for Comments – OP.21.008, Z.21.011 and 19T-21V003 - 1st Submission for 185 Doughton Road and 108-112 Maplecrete Road

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Hello,

This is a request for comment on City of Vaughan Development Applications (1<sup>st</sup> Submission – OP.21.008, Z.21.011 and 19T-21V003) for 185 Doughton Road and 108-112 Maplecrete Road.

**Within five (5) business days of receiving this electronic circulation, please advise if your application requirements have been met. Please note that formalized comments are due within three weeks of the date of this email (July 2, 2021).**

The electronic drawings and documents can be accessed through [OneDrive](#).

Please **forward** your comments and questions to **Jessica Kwan**, the Planner managing the file, at [Jessica.Kwan@vaughan.ca](mailto:Jessica.Kwan@vaughan.ca).

Thank You,

**Joshua Cipolletta**  
**Planning Technician**  
905-832-8585, ext. 8112 | [joshua.cipolletta@vaughan.ca](mailto:joshua.cipolletta@vaughan.ca)

**City of Vaughan | Development Planning Department**  
2141 Major Mackenzie Drive, Vaughan, ON L6A 1T1  
[vaughan.ca](http://vaughan.ca)

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**From:** circulations@wsp.com  
**Sent:** Thursday, August 18, 2022 2:12 PM  
**To:** Monica Wu  
**Subject:** [External] OPA (OP.21.008), ZBLA (Z.21.011) and Draft Plan of Subdivision (19T-21V003); 185 Doughton Rd & 108-112 Maplecrete Rd., Vaughan

2022-08-18

Monica Wu

Vaughan

''

Attention: Monica Wu

**Re: OPA (OP.21.008), ZBLA (Z.21.011) and Draft Plan of Subdivision (19T-21V003); 185 Doughton Rd & 108-112 Maplecrete Rd., Vaughan; Your File No. OP.21.008,Z.21.011,19T-21V003**

To Whom this May Concern,

We have reviewed the circulation regarding the above noted application. The following paragraphs are to be included as a condition of approval:

“The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.”

Upon receipt of this comment letter, the Owner is to provide Bell Canada with servicing plans/CUP at their earliest convenience to [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) to confirm the provision of communication/telecommunication infrastructure needed to service the development.

It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada’s existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.

If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

To ensure that we are able to continue to actively participate in the planning process and provide detailed provisioning comments, we note that we would be pleased to receive circulations on all applications received by the Municipality and/or recirculations.

We note that WSP operates Bell Canada's development tracking system, which includes the intake and processing of municipal circulations. However, **all responses to circulations and requests for information, such as requests for clearance, will come directly from Bell Canada, and not from WSP.** WSP is not responsible for the provision of comments or other responses.

Should you have any questions, please contact the undersigned.

Yours truly,

Juan Corvalan  
Senior Manager - Municipal Liaison  
Email: [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca)

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-LAEmHhHzdJzBITWfa4Hgs7pbKl

June 22, 2021

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

Dear Jessica,

Re: Draft Plan of Subdivision, Official Plan Amendment, Zoning By-law Amendment  
Mega Vista Real Estate Development Inc.  
185 Doughton Road and 108-112 Maplecrete Road  
City of Vaughan  
File No.: 19T-21V003, OP-21-008, Z-21-011

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](mailto: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