

ATTACHMENT 9

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF SUBDIVISION FILE 19T-20V009 ('THE PLAN')
27 DEVELOPMENTS INC. ('THE OWNER')
PART OF LOT 10, CONCESSION 9, CITY OF VAUGHAN**

THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION FILE 19T-20V009, 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 No. 9a).
2. The Conditions of Approval of York Region as set out on Attachment No. 9b) and dated February 11, 2021.
3. The Conditions of Approval of Enbridge Gas Inc. as set out on Attachment No. 9c) and dated August 9, 2021.
4. The Conditions of Approval of Bell Canada as set out on Attachment No. 9d) and dated January 13, 2021.

Clearances

1. 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.
2. 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.
3. Enbridge Gas Inc. shall advise that the Conditions on Attachment 1c) 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 1d) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

ATTACHMENT 9a)

**CONDITIONS OF APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-20V009 ('THE PLAN')
27 DEVELOPMENTS INC. ('THE OWNER')
PART OF LOT 10, CONCESSION 9, 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:**

CITY OF VAUGHAN CONDITIONS

1. The Plan shall relate to the Draft Plan of Subdivision, prepared by Weston Consulting, File No. 5411 dated April 6, 2023 (the 'Plan').
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 the 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, if required, with the City 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, the provisions of roads and municipal services, landscaping, and fencing. The said agreement shall be registered against the lands to which it applies.
6. Prior to final approval of the Plan, the Owner acknowledges that parkland shall be dedicated, and cash-in-lieu of parkland may be required and shall be paid in accordance with Section 42 of the *Planning Act* and conform to the City's "Cash-in-lieu of Parkland Policy".
7. Prior to final approval of the Plan:
 - a. 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.
- i. In addition, 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.
 - ii. The Owner shall not remove trees without written approval by the City.
 - iii. 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 the draft plan approval.
- b. Prior to the landscape plan review by Urban Design staff, a fee shall be provided by the owner to the Development Planning Department in accordance with recent council approved fee by-laws (commencing January 1, 2021); i.e. Tariff of Fees for Vaughan Planning Applications – Landscape Plan Review
- i. 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.
 - ii. 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.
8. Prior to final approval, the owner shall prepare an urban design brief. The document must articulate how the design and concept is consistent with the performance standards outlined in the Vaughan City-Wide Urban Design Guidelines, and Vaughan City-Wide Official Plan (VOP 2010) Urban Design Policies. The document shall address but not be limited to the following issues:
- a. Landscape master plan; co-ordination of the urban design/streetscape elements including built form, street tree planting, and fencing treatments.
 - i. The appropriate edge treatments along Highway 27; including the appropriate landscaping with low maintenance plant material
 - ii. The appropriate community edge treatment along Highway 27; including the appropriate landscaping with low-maintenance plant material.

- iii. The appropriate community edge treatment along Innovation Drive; including the appropriate landscaping with low-maintenance plant material.
 - iv. The pedestrian urban connections between streets and built forms.
 - b. Architectural control design guidelines, including appropriate flankage elevations along Highway 27.
 - c. Sustainability design practices/guidelines.
- 9. 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.
 - a. The program shall present a set of metrics to quantify the sustainability performance of new development projects.
- 10. The Owner shall agree in the subdivision agreement to erect an appropriate fence barrier within the limits of the development that abut the existing Prestige Employment Lands to the south, to the satisfaction of the City.
- 11. The Owner shall agree in the subdivision agreement to provide a soils report for all street tree pits and planting beds throughout the subdivision to the satisfaction of the City.
- 12. Any dead ends or open sides of road allowances created by this draft plan of subdivision 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.
- 13. The Owner shall agree in the Subdivision Agreement, or other agreement satisfactory to the City, that construction access shall be provided only in a location approved by the City and the Region of York.
- 14. The Owner shall agree in the Subdivision Agreement, if required, that construction access shall be provided only in a location approved by the City and/or Region.
- 15. Prior to final approval of the Plan, the Owner shall provide easements and land dedication as may be required for access, utility servicing, drainage, construction purposes, or other municipal requirements to be granted to the appropriate authority(ies), to their satisfaction free of all charge and encumbrance.
- 16. The Owner shall agree in the subdivision agreement, if required, to ensure that the grading at the boundaries of the Plan match with the grading for the surrounding lands and working easements to be obtained.

17. Prior to the initiation of grading, and prior to the registration of this draft plan of subdivision or any phase thereof, the owner shall submit to the City for review and approval the following:
 - a. A detailed engineering report that describes the storm drainage system for the proposed development within this draft plan, which report shall include:
 - i. 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;
 - ii. the location and description of all outlets and other facilities;
 - iii. storm water management techniques which may be required to control minor and major flows; and
 - iv. proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction.
18. Prior to final approval of the Plan or any phase thereof, the Owner may be required to revise or update the technical reports related to the development where such reports may not reflect existing conditions or where they no longer meet City Standards. Such reports may include Stormwater Management, Traffic Impact Study, Hydrogeological Study and Noise Study.
19. The Owner shall agree in the subdivision agreement, if required, 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, if required, 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.
21. Prior to final approval of the Plan, the Owner shall design and construct, at no cost to the City, any external municipal services, temporary and/or permanent built or proposed, that have been designed and oversized to accommodate the development of the Plan.
22. Prior to final approval of the Plan, the Owner shall make 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.
23. The Owner shall agree in the subdivision agreement, if required, 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.

24. 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.
25. The Owner shall agree in the subdivision agreement, if required, 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 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.
26. 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 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."
 - b. "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 metres measured at the street curb, provided circular driveways shall have a maximum combined width of 9 metres measured at the street curb.
 - c. "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."
 - d. "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 0.3m reserve, as shown on the Construction Drawings.

e. "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, if required."

f. "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 feature and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 metre 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, if required.

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 feature 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."

g. "Purchasers and/or tenants are advised that this plan of subdivision is designed to include catchbasins. The catchbasin is designed to receive and carry only clean stormwater. It is the tenant'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 catchbasins are shown on the Construction Drawings and the location is subject to change without notice."

h. "Purchasers and/or tenants are advised that the Owner (Subdivision Developer) has made a contribution towards recycling containers for each 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."

27. The Owner shall provide its financial contribution towards the associated municipal services that were built as part of the SRF Vaughan Subdivision (file no. 19T-08V03).
28. The Owner shall 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.
29. Prior to final approval of the Plan, the Owner shall address and satisfy all comments supplied by the Development Engineering Department, to the satisfaction of the City.

Schedule of Clauses/Conditions
SUBP.20.V.0044 (19T-20V009)
Part of Lot 10, Concession 9
8440 Highway 27
(27 Developments Inc.)
City of Vaughan

Re: Weston Consulting, File No. 5411, dated June 3, 2020

Clauses to be Included in the Subdivision Agreement

1. The Owner shall provide direct shared pedestrian/cycling facilities and connections from the proposed development to boundary roadways and adjacent developments to support active transportation and public transit, where appropriate.
2. The Owner shall implement the recommendations of the Transportation Study, including TDM measures and incentives, as approved by the Region.
3. 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

4. The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services and the Infrastructure Asset Management Branch for record.
5. The Owner shall provide a drawing to show the layout of active transportation facilities and connections internal to the site and to the Regional roads.
6. The Owner shall provide a revised Transportation Study to fully address all the comments provided on the Traffic Impact Study, prepared by Crozier Consulting Engineers, dated September 2020, to the satisfaction of the Region.
7. 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.

8. 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 Highway 27 of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of Highway 27.
9. 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.
10. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.

11. The Owner shall enter into an agreement with York Region, to satisfy all conditions, financial and otherwise, and state the date at which development charge rates are frozen, of the Regional Corporation; 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.

12. The Regional Corporate Services Department shall advise that Conditions 1 to 11 inclusive, have been satisfied.

August 9, 2021

Clement Messere, BAA, MCIP, RPP
Senior Planner
Development Planning Department
City of Vaughan
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1

Dear Clement,

Re: Draft Plan of Condominium, Draft Plan of Subdivision, Development Application,
Official Plan Amendment, Zoning By-law Amendment
27 Developments Inc. (formerly Parentela Holdings Ltd.)
8440 Highway 27
City of Vaughan
File No.: 19CDM-20V010, 19T-20V009, DA-18-088, OP-18-011, ZA-18-018

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.

From: circulations@wsp.com
To: [Messere, Clement](#)
Subject: [External] OPA (OP.18.011), ZBLA (Z.18.018), Site Plan application (DA.18.088), Draft Plan of Condominium (19CDM-20V010) and Draft Plan of Subdivision (19T-20V009), 8440 Hwy. 27, Vaughan
Date: Wednesday, January 13, 2021 1:07:32 PM

2021-01-13

Clement Messere

Vaughan

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Attention: Clement Messere

Re: OPA (OP.18.011), ZBLA (Z.18.018), Site Plan application (DA.18.088), Draft Plan of Condominium (19CDM-20V010) and Draft Plan of Subdivision (19T-20V009), 8440 Hwy. 27, Vaughan; Your File No. OP.18.011,Z.18.018,DA.18.088,19CDM-20V010,19T-20V009

Our File No. 89475

Dear Sir/Madam,

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.”

The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage 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.

Please note that WSP operates Bell's development tracking system, which includes the intake of municipal circulations. WSP is mandated to notify Bell when a municipal request for comments or for information, such as a request for clearance, has been received. All responses to these municipal circulations are generated by Bell, but submitted by WSP on Bell's behalf. WSP is not responsible for Bell's responses and for any of the content herein.

If you believe that these comments have been sent to you in error or have questions regarding Bell's protocols for responding to municipal circulations and enquiries, please contact planninganddevelopment@bell.ca

Should you have any questions, please contact the undersigned.

Yours truly,

Ryan Courville
Manager - Planning and Development
Network Provisioning
Email: planninganddevelopment@bell.ca

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