

ATTACHMENT NO. 12

CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

**CONDITIONS OF DRAFT APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-13V006 ('THE PLAN')
1834371 ONTARIO INC. ('THE OWNER')
PART OF LOTS 1 AND 2, REGISTERED PLAN 7997,
2951-2957 HIGHWAY 7 AND 180 MAPLECRETE ROAD, 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-13V006 (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 12a).
2. The Conditions of Approval of York Region as set out on Attachment No. 12b) and dated April 27, 2022.
3. The Conditions of Approval of Alectra Utilities Corporation as set out on Attachment No. 12c) and dated April 14, 2023.
4. The Conditions of Approval of Bell Canada as set out on Attachment No. 12d) and dated April 20, 2023.
5. The Conditions of Approval of Enbridge Gas Inc. as set out on Attachment No. 12e) and dated December 6, 2023.
6. The Conditions of Approval of Canada Post as set out on Attachment No. 12f) and dated July 7, 2022
7. The Conditions of CN Railway as set out in Attachment No. 12g) and dated November 2, 2023.

Clearances

1. The City shall advise that the Conditions on Attachment No. 12a) 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. 12b) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
3. Alectra Utilities shall advise that the Conditions on Attachment No. 12c) 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 No. 12d) 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 No. 12e) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
6. Canada Post shall advise that the Conditions on Attachment No. 12f) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
7. CN Railway shall advise that the Conditions on Attachment No. 12g) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

ATTACHMENT NO. 12a)

**CONDITIONS OF DRAFT APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-13V006 ('THE PLAN')
1834371 ONTARIO INC. ('THE OWNER')
PART OF LOTS 1 AND 2, REGISTERED PLAN 7997,
2951-2957 HWY 7 AND 180 MAPLECRETE RD., 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 final Plan shall relate to the Draft Plan of Subdivision, prepared by Bousfields Inc., dated October 17, 2023 (the 'Plan'), and relating to City File No. 19T-13V006. Minor redline revisions to the Draft Plan and/or conditions may be required to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to the Draft Plan.
2. If approval of the Plan is not given within 3 years after the date upon which draft approval of Draft Plan of Subdivision File No. 19T-13V006 was given, then the draft plan approval shall lapse unless the Owner applies to the City for an extension and approval is granted for said extension prior to the lapsing date.
3. Prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Planning Division, the final draft M-Plan in the following form:
 - a) an electronic and hardcopy version of the signed white paper print approved by the Land Registry Office for registration;
 - b) one (1) original mylar;
 - c) one (1) mylar duplicate; and
 - d) one (1) white paper print, which contains an A.O.L.S form
4. Prior to release for registration of the Plan, 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, R.S.O. 1990, c.P.14, as amended.
5. 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 of all the Block areas, frontages, and depths in accordance with the approved Zoning By-law for all Blocks within the Plan.
6. The Plan shall be updated to include the approved street names to the satisfaction of the City and Regional Municipality of York.

7. The Owner shall provide the final georeferenced AutoCAD drawings of the 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 and the Policy Planning and Special Programs Department. If the files meet requirements, an email from gisplanning@vaughan.ca confirming the final submission has been approved will be provided.
8. The Owner shall pay any and all outstanding application fees, street numbering, and street naming fees, and landscape review and inspection fees in accordance with the in-effect Fees and Charges By-law, as required.
9. 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 providers
 - j) NavCanada
 - k) Bombardier Aerospace
 - l) York Region
10. 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 development charges, the provisions of roads and municipal services, landscaping, and fencing. The said agreement shall be registered against the lands to which it applies.
11. A clause shall be added to the subdivision agreement stating 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".
12. A clause shall be added to the subdivision agreement stating that "If 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".

Real Estate Conditions

13. For high-density residential development, the Owner shall, prior to the issuance of a Building Permit, convey land at the rate of 1 ha per 600 net residential units and/or pay to Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland at the rate of 1 ha per 1000 net residential units, or at a fixed unit rate, at Vaughan's discretion, in accordance with the *Planning Act* and the City of Vaughan Parkland Dedication By-law. Notwithstanding the above, such parkland contribution—whether in the form of parkland conveyance or cash-in-lieu as determined by the City—shall be subject to a cap of (i) 10% of the Lands or value of the Lands if the Lands are 5 ha or less; or (ii) 15% of the Lands or value of the Lands if the Lands are greater than 5 ha.
14. Prior to the issuance of a Building Permit, the Owner shall pay to the City of Vaughan by way of certified cheque a community benefits charge equivalent to 4% of the value of the subject lands in accordance with Section 37 of the *Planning Act* and the City's Community Benefits Charge By-law. The Owner shall submit an appraisal of the subject lands, pursuant to City's Community Benefits Charge By-law, prepared by an accredited appraiser for approval by the Vaughan Real Estate Department, and the approved appraisal shall form the basis of the calculation of the community benefits charge payment."

Parks Conditions:

15. A clause shall be added to the Subdivision Agreement stating that the Owner shall convey Park Block 4 (Park Block) on the Draft Plan of Subdivision to the City for parkland purposes, at no charge and free of all encumbrances, to the satisfaction of the City.
16. The Owner shall provide payment-in-lieu of parkland dedication in accordance with the requirements of the in-effect policies and amendments. Parkland dedication not satisfied through parkland conveyance shall be conveyed through payment-in-lieu at the time of building permit.
17. Prior to the execution of the subdivision agreement, the Owner shall provide the following, to the satisfaction of the City:
 - a) Boundaries of proposed parkland dedication and the total size of individual blocks.
 - b) Ground plan treatment of the private development at the interface with the Park Block to ensure an integrated design approach is adopted towards built form, pedestrian connections, and ground floor programming to the City's satisfaction;
 - c) Existing conditions plan illustrating topographic information in order to assess slopes and drainage;

- d) Below grade plan and section illustrating potential tiebacks from the development into the Park Block;
 - e) A construction cost estimate for Base Park Works
18. A clause shall be added to the Subdivision Agreement stating that the Owner shall agree to develop the base requirements for the Park Block in accordance with items listed under Base Park Conditions and Requirements (Base Park Works). The timing of these works shall be completed by no later than, the earlier of,
- a) a) Seventy-two months from Council approval of the Draft Plan of Subdivision
 - b) Sixty months from the issuance of the first building permit for any phase of development, or
 - c) Twenty-four months from the issuance of first occupancy certificate for the first phase of development.

Base Park Conditions and Requirements

The Owner shall, at their sole cost and expense, complete the following to the satisfaction of the City:

1. Archaeological Assessment, Stage I and II. Park Block lands are to be clear of all historically significant heritage features.
2. A geotechnical investigation and Phase 2 Environmental Site Assessment shall be conducted by a qualified Professional Engineer in accordance with O.Reg. 153/04 (as amended) assessing all Park Block(s) in the Plan for conformity with the applicable MOECC Site Condition Standards for parkland use to the satisfaction of the City. A minimum of 4 boreholes (1 per park edge) are required. Boreholes are to be taken at regular intervals along the full length of the proposed public park block(s). Borehole reports will indicate soil type, water content, and density (general compaction). All samples are to be tested in a laboratory to determine their physical properties, including levels of various chemical elements and contaminants. Should additional fill be placed to meet required grading levels, the results of the Phase Two Investigation shall be supplemented with a letter report addressed to the City by the Owner's environmental consultant that includes: confirmation of the area where fill has been placed and details regarding dates, sources, volumes, and certification that the placed fill material meets the applicable MOECC Site Condition Standards referenced above and compacted to the standard referenced below.
 - a. Should remediation of any portion of the Park Block be required to meet the applicable Standards set out in the Ministry of the Environment (MOE) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a Remedial Action Plan (RAP) and a complete copy of the satisfactory

- registration of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MOE, covering the remedial Park Block within the Plan.
- b. Submit a certificate letter prepared by the Owner's Qualified Person stating that the Owner covenants and agrees that the Park Block to be dedicated to the City were remediated in accordance with O.Reg 153/04 (as amended) and the accepted RAP (if applicable), are suitable for the intended land use, and meet the applicable Standard set out in the MOE document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended).
 - c. The Owner shall reimburse the City for the cost of the peer review of the ESA reports and RAP, as may be applicable.
3. A complete inventory and analysis report of existing vegetation completed by a Certified Arborist for all existing trees within the Park Block. Drawings shall indicate the location of all existing trees, including limit of drip line, trees to be removed and trees to be maintained within the Park Block. No grading work is permitted within the drip line of existing trees that are to be preserved. All dead, damaged, and hazardous trees are to be removed and disposed of off-site. Any tree identified to be maintained, in accordance with the tree preservation plan, shall be retained on the Park Block.
 4. Adequately sized servicing connections are required along the main Park Block frontage and shall include a water chamber manhole, complete with a curb stop, sanitary manhole, backflow preventer, and a storm water manhole. All structures are to be located a minimum of 5 meters from adjacent property lines.
 5. A Base Conditions grading plan illustrating proposed storm water run-off, surface drainage patterns and sub-surface storm water servicing requirements, to the satisfaction of the City. Proposed Park Block(s) grading must not negatively impact adjacent properties with overland flow routes. The Park Block(s) cannot be encumbered by overland flow routes from adjacent properties. Until the City's Black Creek Renewal works in its entirety or portion proceeds to remove Block 4 from the floodplain, the Base Condition grading must prevent the floodplain from encroaching further into the subject site.
 6. A storm water management brief for all required storm water services is required to ensure that proposed grading works have been designed to accommodate storm water flows in accordance with the Engineering Department Design Manual at Base Park conditions to the satisfaction of the City.
 7. The approved electrical distribution plan will include a 120/240 volt, single phase, three wire power supply to the Park Block. The power supply drop will consist of a 3 conductor #3/0 aluminum underground cable drop located one

metre from the street line and one metre from the property line inside the Park Block. The cable feed will originate from the closest (within 75 metre cable length) single phase pad mounted transformer and will be left coiled and attached to a 2"x4" wood stake, visible above grade.

8. Park Block grading shall be completed using clean engineered fill compacted to 95% Standard Proctor Dry Density (SPDD) inclusive of any civil work required such as retaining structures, rip rap, swales, and the like to meet grading levels as determined by the City approved grading plan. The Park Block shall generally be graded to meet and match surrounding levels and allow for a minimum 2% and no greater than 5% gradient over 75% of the total block area.
9. No fill shall be placed on existing topsoil and the stockpiling of topsoil is prohibited on the Park Block. Topsoil for fine grading shall be fertile and friable, natural loam soil with two percent (2%) minimum organic matter for sandy loams and four percent (4%) minimum organic matter for clay loams. Acidity of topsoil shall range from 6.0pH to 7.5pH and shall be capable of sustaining vigorous plant growth. The Owner shall complete all necessary chemical analysis and topsoil fertility tests by a qualified testing laboratory to the satisfaction of the City, and results of testing provided to the City for review and approval. Topsoil shall be placed to a minimum depth of 300mm over the entire Park Block. Prior to placement of topsoil, the owner shall add all amendments as required to amend the existing soils to meet the recommendations of the fertility testing and demonstrate that these standards have been met.
10. All temporary sediment control management measures are to be removed prior to rough grading.
11. The Park Block shall be sodded, to the satisfaction of the City.
12. The perimeter of the Park Block shall be fenced off with fencing approved by the City, including guardrails as required, and "No Dumping", "No Trespassing", and "Encroachment by-law", signs shall be placed along the perimeter of the Park Block.
13. The Owner will be required to grant easement(s) to the City over privately-owned vehicular and pedestrian areas connecting to and surrounding the proposed Park Block for the purposes of public access and/or maintenance. Exact limits and type of required easements are to be determined at a future stage in the development process.
14. The Owner shall complete the necessary park servicing and grading works which are the Owner's obligation to construct within the Park Block in accordance with the approved Construction Drawings, *Base Park Conditions*

and Requirements, City Standards and construction cost estimate, to the satisfaction of the City. Upon completion of the Base Park Works, the City shall receive a certification from their consultant(s), certifying the satisfactory completion of the Base Park Works for Park Block 4 in accordance with the specifications and approved construction grading drawings.

15. Upon completion of the Base Park Works, the Owner shall provide the as-built georeferenced AutoCAD drawings and digital PDF drawings to the satisfaction of the GIS section of the Development Planning Department, and the VMC Program, Policy Planning and Special Programs Department. The submission shall include, but not be limited to, property boundaries, locations of all hidden services, as-built grading information and all deviations from the approved construction drawings as pertaining to the Park Block and Base Park Works.
16. The Owner shall be responsible to maintain the Park Block until such time as certification from the consultant(s) is received, certifying the satisfactory completion of the Base Park Works and submission of as-built drawings. Maintenance shall entail maintaining sufficient grades to prevent standing water, cutting the grass/vegetation a minimum of twice in summer, manually irrigating sod planting based on a watering schedule prepared by the landscape architect, erosion repairs, cleaning of catch basins, repair of perimeter fencing and removal of any debris that is dumped on the site, to the satisfaction of the City.
19. A clause shall be added to the Subdivision Agreement stating that the Owner shall provide the City with a Letter of Credit (LC) totaling the complete cost to construct the Park Block to base conditions as per Base Park Conditions and Requirements, based on the approved plans and cost estimate. The LC shall be held for the estimated construction costs for the proposed site works, which shall include but are not limited to all required grading, landscape restoration, additional fill to meet approved grades, risk of contamination, removal of existing infrastructure/structures, temporary drainage structures, servicing, signage, fencing, and guardrails.
20. A clause shall be added to the Subdivision Agreement stating that the Owner, at their sole expense, will be responsible for the total cost of construction and installation of the Base Park Works in accordance with items listed under Base Park Conditions and Requirements, including but not limited to any works of a temporary nature.
21. The Park Block shall be free and clear, above and below grade, of all physical obstructions, encumbrances, and encroachments, and shall not be encumbered by any easements for utility services, transformer boxes, temporary or permanent building structural elements, building overhangs, Canada Post mail boxes and/or access, buffers, railway and pipeline safety buffers and zones, Natural Heritage Network core features and associated buffers, with the exception of the Black Creek floodplain and associated buffers and cross easements for servicing, utilities, maintenance and access, to the satisfaction of the City.

22. A clause shall be added to the Subdivision Agreement stating that no construction staging or stockpiling be performed on the Park Block following parkland conveyance to the City. The park shall remain unoccupied until such time that Base Park Works are developed to the satisfaction of the City.
23. A clause shall be added to the Subdivision Agreement stating that the Owner shall enter into an agreement with the City enabling the development of the Base Park Works to the satisfaction of the City following conveyance of the Park Block
24. A clause shall be added to the Subdivision Agreement stating that the Owner shall include the following warning clauses in all Agreements of Purchase and Sale or Lease for the proposed development and specifically those blocks/units adjacent/abutting the Park Block, with evidence of same being provided to the City, if requested, prior to the execution of the Subdivision Agreement:
 - a) "Purchasers and/or tenants are advised that Park Block 4 will be used for parkland purposes which may include recreational amenities, associated trail system and lighting for night uses."
 - b) "Purchasers and/or tenants are advised that the municipal park may not be fully developed at the time of occupancy. The timing of development, phasing and programming of parkland is at the discretion of the City."
 - c) "Purchasers and/or tenants are advised that the City will not be responsible for pedestrian traffic, night lighting, noise or any inconvenience or nuisance which may present itself as a result of the municipal park, associated trail system, and recreational amenities."

Urban Design

25. 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 streetscape works shall also be designed and constructed to complement and be coordinated with the design and construction of the enhanced boulevard works installed along Highway 7, to the satisfaction of the City and York Region. The Owner shall design and construct:
 - a) The streetscape along the south side of Highway 7 to the limit of the completed works by VivaNext 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 Highway 7 Works')
 - b) The streetscape along the west side of Maplecrete Road from Highway 7 to the southern limits of the Subject Lands at a standard urban level of service to the satisfaction of the City (the 'West Maplecrete Works').
 - c) The streetscape along Street 'A' at a standard urban level of service to the satisfaction of the City (the 'Street A Works').

- d) The streetscape along Street B at a standard urban level of service to the satisfaction of the City (the 'Street B Works').
 - e) The South Highway 7 Works, West Maplecrete Works, Street A Works and Street B Works are collectively referred to herein as the 'Streetscape Works'.
26. The Owner shall design, replace existing and provide new street lighting and pedestrian scale lighting to the satisfaction of the City. The streetlight system shall use an LED luminaire, pole type and type of fixtures (or equivalent) in accordance with the City Standards and Specification and the City's Streetscape & Open Space Plan.
27. Prior to final approval of the Plan, the Owner shall prepare detailed streetscape and construction drawings as part of the subdivision construction drawing package based on the Streetscape Guidelines, to the satisfaction of the City. Streetscape cost estimates shall be submitted to the satisfaction of the City. The Owner shall provide securities for the streetscape implementation, to the satisfaction of the City.
28. The Owner shall make the necessary arrangements for the relocation of any existing above ground and underground utilities to facilitate the Plan, and to the satisfaction of the City. Prior to final approval of the Plan, the Owner shall provide a consolidated public utilities plan and representative sections showing resolved conflict between streetscape works and existing and proposed utilities.
29. 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 m³ of growing medium in a shared tree pit or 30 m³ of growing medium in a stand-alone tree pit to encourage the growth of large caliper shade trees, to the satisfaction of the City.
30. A clause shall be added to the Subdivision Agreement stating that the Owner shall provide a detailed Tree Preservation Study and Arborist Report 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. The Owner shall not remove trees without written approval by the City.
31. A clause shall be added to the Subdivision Agreement stating 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.

32. A clause shall be added to the Subdivision Agreement stating that the Owner shall agree that all developments shall proceed in accordance with the City of Vaughan Sustainability Metrics program.
33. 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.
34. A clause shall be added to the Subdivision Agreement stating that all lots and/or blocks on the Plan to be left vacant for longer than six (6) months, shall be graded, seeded and/or sodded and maintained by the Owner to the satisfaction of the City.
35. When the construction of the Streetscape Works has been substantially completed to the satisfaction of the City, and prior to any landscape inspection by the Vaughan Development Planning Department (VMC Program), as a condition to any release of Performance and Maintenance Letter of Credit, the Owner shall provide the City with the following information:
 - a) 1 original certification letter stamped, signed, and certified by an OALA landscape architect certifying that all landscape work has been completed in accordance with the 'approved' landscape drawings;
 - b) 1 set of 'as-built' landscape architectural drawings stamped, signed, and certified by an OALA landscape architect (digital format);
 - c) 1 set of 'approved' landscape architectural drawings (digital format);
 - d) All drawing sets must be 100% complete and shall include the cover sheet and all construction detail sheets.

Development Engineering

36. The Owner shall enter into a subdivision agreement with the City of Vaughan to satisfy all conditions including draft plan 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.
37. The road allowances included within this draft plan of subdivision shall be dedicated as public highways without monetary consideration and free of all encumbrances.

38. The road allowances included within this draft plan of subdivision shall be named to the satisfaction of the City and the Regional Planning Department.
39. 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.
40. Any dead ends or open sides of road allowances created by this draft plan of subdivision 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.
41. 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.
42. 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 "A" / Street "B"/ Maplecrete Road/ Regional Road 7. 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.
43. Prior to final approval of the Plan, the Owner shall provide easements as may be required for utility, drainage or construction purposes shall be granted to the appropriate authority(ies), free of all charge and encumbrance.
44. 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.
45. Prior to earlier of the initiation of any grading or registration of the Plan of Subdivision, the owner shall submit to the City for review and approval a detailed engineering report that describes the storm drainage system for the proposed development within this draft 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.

- 46. 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.
- 47. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost any external municipal services, temporary and/or permanent built or proposed, that have been designed and oversized by others to accommodate the development of the plan.
- 48. The Owner shall relocate or decommission any existing municipal infrastructure or utilities, whether internal or external to the Plan of Subdivision to facilitate the development of the Plan of Subdivision, at its own expense, to the satisfaction of the City.
- 49. 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 in accordance with the Vaughan Metropolitan Centre (VMC) requirements, to the satisfaction of the City.
- 50. 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.
- 51. 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 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.
- 52. 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 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.”

- b) “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.

- 53. The Street “A” shall be planned, designed and constructed, to the satisfaction of the City with all interim and permanent works including drainage design, grading adjustment and illumination to the satisfaction of the City.
- 54. The Owner shall agree that prior to execution of a site plan agreement on the Block 2 Lands on the Plan, the Owner shall coordinate with the neighbouring landowner immediately west of the Subject Lands to provide written confirmation of an agreed upon vehicular access arrangement between the two parties to the City.
- 55. 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.
- 56. The Owner shall agree in the subdivision agreement that the construction access shall be provided only in a location approved by the City. Construction staging areas, staging and construction vehicle parking plans shall be approved by the City.
- 57. 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 VMC Development Engineering division of Policy Planning & Special Programs, which shall address but not limited to the following:
 - a) a dewatering report/plan, necessary contingency plan, monitoring and reporting program during the construction;
 - b) assessment of the potential for impact to the existing building structures in vicinity of the proposed development due to dewatering operation; and,
 - 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.

58. 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 of the Plan. 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.
59. Prior to final approval, 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 noise report and include the necessary warning clauses in all Offers of Purchase and Sale or Lease, to the satisfaction of the City.
60. The Owner shall agree in the subdivision agreement to design, purchase material and install a buried hydro distribution system for the LED street lighting system in the Plan in accordance with City Standards and specifications. This Plan shall be provided in accordance with the Vaughan Metropolitan Centre (VMC) requirements, to the satisfaction of the City.
61. 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.
62. The Owner shall agree in the Subdivision Agreement to design and construct the proposed road network, including intersection of Maplecrete Road and Regional Road 7, to the satisfaction of the Development Engineering Department with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization.
63. 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.
64. The Owner shall dedicate all roads, daylight triangles, and road widenings shown on the plan, to the satisfaction of the City.

65. 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, Master Servicing Strategy Study for the Vaughan Metropolitan Centre (VMC) and the Black Creek Optimization Study, final Black Creek Renewal Class Environmental Assessment Study, and Transportation Master Plan.
66. 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 their 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).
67. Prior to final approval of the Plan, the Owner shall satisfy the following:
 - a) Provide a functional road/intersection analysis/design to address the right-of-way under the interim and ultimate development conditions. The required road allowances, including active transportation facilities, 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 it should specify the required infrastructure improvements not only adjacent but beyond the subject lands and development triggers to support the development of the subject lands;
 - c) Submit engineering plans showing, as applicable, all sidewalk locations and YRT/Viva standing area and shelter pad subject to YRT/Viva approval, to the satisfaction of the City and York Region.
68. 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.
69. The Owner shall agree in the subdivision agreement to pay its proportionate share of the cost associated with implementing the recommendations of the approved VMC Master Servicing Plan 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.
70. 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.

71. 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 VMC Functional Servicing Strategy Report once finalized, the final Black Creek Renewal Class Environmental Assessment Study, and City standards to the satisfaction of the City.
72. The Owner shall agree in the subdivision agreement to design and construct at no cost to the City mitigation measures consisting of LID/treatment train within the new and improvements to the right of ways to provide water quality treatment for runoff from the right of ways. To ensure both water quality criterion and tree canopy criterion are achieved within the limited space of urban right of ways, the City recommends the use of soil cell type LIDs.

The City requires cost contribution established and provided by the proponent and a comprehensive operation and maintenance (O&M) manual for implementing non-conventional infrastructure, which include, but are not limited to OGS and LIDs. The O&M cost contribution and O&M manual are to be reviewed and accepted by the City. Soil cells with a SWM function would similarly be recognized as non-conventional infrastructure and therefore have an associated O&M cost contribution requirement.

73. The Owner shall acknowledge and agree in the Subdivision Agreement that prior to issuance of a building permit on the Block 2 Lands, the Owner shall demonstrate that necessary Development Agreement(s) have been entered into with the City to commit to the design-build schedule of the Black Creek Renewal Works, and acknowledge and indemnify the City and TRCA from the risk they are accepting in advancing this development within a flood prone area. The Owner shall provide documentation including, but not limited to TRCA approved floodplain mapping and modelling and written confirmation from the City that Black Creek Renewal works associated with removal of the floodplain in the vicinity of the Subject Lands are complete or substantially advanced to the satisfaction of the TRCA and the City.
74. Prior to final approval of the Plan 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 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.

75. The following warning clauses shall be included in the Agreement of Purchase and Sale, condominium declarations, condominium agreement and subdivision agreement:

- a) “Purchasers and/or tenants are advised that ultimate works for Street “A” and a vehicular connection to the west will be extended in the future in accordance with VMC Secondary Plan to facilitate development of adjacent lands without further notice.”
- b) “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.”
- c) “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.”
- d) “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.”
- e) “Canadian National Railway Company (“CN”) is the owner of certain lands known as the MacMillan Rail Yard (the “CN Lands”) located within a kilometer of the Subject Lands, and that the CN Lands are now and will continue to be used for the present and future railway and trucking facilities and operations of CN and its customers on a continuous basis (24 hours of each day in each year) including, without limitation, the operation and idling of diesel locomotives and trucks with the generation of diesel fumes and odours, 24 hours a day artificial lighting of the CN Lands which may illuminate the sky, the classification, loading, unloading, braking and switching of rail cars containing bulk and other commodities including hazardous substances and/or goods containing the same which can make wheel squeal, noise, vibration, odours, airborne particulate matter and/or dust and the operation of various processes for the maintenance of rail and truck equipment.

CN, its customers, invitees, lessees and/or licensees will not be responsible for any complaints or claims by or on behalf of the owners and/or occupants of the Subject Lands from time to time arising from or out of or in any way in connection with the operation of the CN Lands and all effects thereof upon the

use and enjoyment of the Subject Lands or any part thereof, and whether arising from the presently existing facilities and operations of CN, its customers, invitees, lessees or licensees, upon or from any and all future renovations, additions, expansions and other changes to such facilities and/or future expansions, extensions, increases, enlargements and other changes to such operations.

CN shall not be required, at any time, to change any of its facilities or operations upon the CN Lands as a result of or in response to any complaints or claims. CN may in the future renovate, add to, expand or otherwise change its facilities on the CN Lands and/or expand, extend, increase, enlarge or otherwise change the operations conducted upon the CN Lands.

An agreement under the Industrial and Mining Lands Compensation Act has been entered into between the Owner of the whole of the Subject Lands and CN releasing any right you may have now or in the future to sue CN, its customers, invitees, lessees and/or licensees for nuisance arising out of the operation of an activity at the CN Lands including any noise, vibration, light, dust, odour, particulate matter emanating therefrom.

Noise levels from CN's MacMillan Rail Yard may not meet the maximum noise limits of the Ministry of the Environment and Climate Change criteria as defined in Noise Assessment Criteria in Publication NPC-300, "Environmental Noise Guideline – Stationary and Transportation Noise Sources – Approval and Planning". Noise levels from activities from the CN MacMillan Rail Yard could potentially cause discomfort or annoyance and/or interrupt conversations in outdoor areas."

- f) "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."
 - g) "Purchasers/tenants are advised that adjacent properties may be redeveloped with mid to high-density proposals in the future."
76. Prior to earlier of the initiation of any grading or construction on the subdivision, the Owner shall install erosion and sediment control. The erosion and sediment control plan shall be designed and approved to the satisfaction of the City.
77. 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.
78. Prior to commencement of construction, the Owner shall obtain necessary Approvals from 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.

79. The Owner shall agree in the subdivision agreement to design and construct, at no cost to the City, Street "A" & "B" and the associated services, to the satisfaction of the City.
80. The Owner shall agree in the subdivision agreement to design and construct to the approved engineering drawings the necessary road improvement for the road widening along Maplecrete Road, to the satisfaction of the City. These works are considered growth related and certain elements are included in the 2022 City's Development Charges Background Study.



June 15, 2023

Matthew Peverini, RPP, MCIP
Senior Planner
Development Planning Department
City of Vaughan
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1

Dear Matthew Peverini,

**RE: Draft Plan of Subdivision SUBP.13.V.0046 (19T-13V006)
Part of Lots 1 and 2, Registered Plan 7977
(1834371 Ontario Inc.)
City of Vaughan**

Further to the Region's comment letter dated June 2, 2023 on the related Official Plan Amendment (OPA) application LOPA.22.V.0039 (OP.22.009), this letter provides comments on the draft plan of subdivision prepared by Bousfields Inc., Drawing No. 2261-17dp, dated March 30, 2022. 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.

The site is located on the southwest corner of Highway 7 and Maplecrete RoadSU and is municipally known as 2951 Highway 7 and 180 and 190 Maplecrete Road, in the City of Vaughan. The application proposes to facilitate the development of 5 residential towers (25, 30, 39, 45 and 49-storeys) with a combined total of 2,176 residential units and 5,300m² of retail/commercial floor space.

Technical Comments

Regional Infrastructure Asset Management, Transportation Planning, Sustainable Mobility, Transit and Development Engineering staff have reviewed the draft plan of subdivision and associated documents and provides technical comments, attached hereto.

Summary

As mentioned as part of the related OPA application LOPA.22.V.0039 (OP.22.009), 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. Therefore, the approval of this site-specific OPA and draft plan of subdivision should await further direction from the City on an updated Secondary Plan, as it will provide guidance on the appropriate height, density, urban design, transportation and water and wastewater requirements in a comprehensive and coordinated manner.

In the event that the draft plan of subdivision dated March 30, 2022 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 extension 71577 or through electronic mail at justin.wong@york.ca.

Yours truly,



Duncan MacAskill, M.C.I.P., R.P.P.
Manager, Development Planning

JW/

Attachment (1): Schedule of Clauses/Conditions for the Draft Plan of Subdivision

YORK-#15335335-v1-SUBP_13_V_0046_(19T-13V006)_-_YR_Condition_Letter

Schedule of Clauses/Conditions
SUBP.13.V.0046 (19T-13V006)
Part of Lots 1 and 2, Registered Plan 7977
(1834371 Ontario Inc.)
City of Vaughan

Re: Bousfields Inc., Drawing No. 2261-17dp, dated March 30, 2022.

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 agree that no direct access from Blocks 1 and 2 to Highway 7 will be permitted. Access shall be obtained from internal roadways.
3. The Owner shall implement the planned Vaughan Metropolitan Centre Secondary Plan roadway network as shown on Schedule C.
4. The Owner shall agree that no site alteration and/or development works of any kind shall be undertaken on Blocks 1, 2, 3 and/or 4 without appropriate Site Plan and/or Engineering approvals from York Region.

Conditions to be Satisfied Prior to Final Approval

5. The Owner shall provide to the Region the following documentation to confirm that unrestricted water and wastewater servicing capacity is available from the Region assigned pool and have been allocated to the subject development by the City of Vaughan:
 - 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
 - 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.
6. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Vaughan and York Region.
7. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.

8. 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.

9. The Regional Corporate Services Department shall advise that Conditions 1 to 8 inclusive, have been satisfied.



MEMORANDUM - TECHNICAL COMMENTS

**RE: Draft Plan of Subdivision SUBP.13.V.0046 (19T-13V006)
Part of Lots 1 and 2, Registered Plan 7977
(1834371 Ontario Inc.)
City of Vaughan**

Regional Staff have reviewed the above noted draft plan of subdivision application, as well as the supporting documents, and provide the following comments. These comments are not an approval and are intended to provide information to the applicant regarding the Regional requirements that have been identified to date.

Infrastructure Asset Management (IAM)

1. York Region acknowledges the updated and additional information provided in the updated Functional Servicing Report (FSR), prepared by Valdor Engineering Inc., dated March 2023, regarding the anticipated timing of water and wastewater infrastructure upgrades required to service the proposed development, which the FSR notes are expected to be completed by the City of Vaughan in 2024. Additionally, results of hydrant testing undertaken in November 2022 have been documented in the FSR. Should changes to the proposed servicing strategy occur, an updated FSR shall be forwarded to the Region for review and record.
2. Details of the dewatering strategy have not been discussed in the FSR, however, the Supplemental Hydrogeological Investigation Report, prepared by exp Services Inc., dated April 2022, notes that short term dewatering will require treatment prior to discharge to the municipal storm/sanitary system and long-term dewatering will require treatment prior to discharge to storm sewers, not to the sanitary system.
3. The Owner is advised that temporary discharge to the municipal sanitary sewer system will only be considered when no other alternatives are feasible. The Region does not support permanent discharge of groundwater to the sanitary system. Please incorporate in the design accordingly.

Transportation Planning

1. As part of the site plan review stage, the Owner will be required to provide a comprehensive Transportation Demand Management Plan (TDM) consistent with Region's Transportation Mobility Plan Guidelines to the satisfaction of York 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.

2. Presto Card - The Transportation Demand Management Plan (TDM) shall recommend transit incentives above and beyond of what is provided through the Region DC Charges. In order to encourage residents to take transit, the applicant shall provide one adult YRT Monthly Pass PRESTO card for each residential unit, for a 3-month period. The approximate cost to date is \$154 per adult monthly pass and shall be borne by the developer.

Sustainability Mobility

1. The Owner shall revise and extend the in-boulevard cycle track on Maplecrete Road further north, to terminate at the Highway 7 stop bar with a drop curb. City of Vaughan staff and Region staff have discussed and agreed on this approach, as it is consistent with other VMC active transportation facilities interfacing with Highway 7.

Transit

1. Existing fixed-route YRT services operating in the vicinity of the subject lands include:
 - Route 20 - Jane
 - Route 77 - Highway 7
 - Route 720 - Hwy 407 Terminal/Wonderland
 - Viva orange
 - Brampton Transit's Route 501 Züm Queen
2. Existing Mobility On-Request services operating in the vicinity of the subject lands include:
 - MOR 65+
3. The Owner is strongly advised to coordinate with the City of Vaughan to provide sidewalk facilities connecting from the subject lands to the Highway 7. The pedestrian access connection shall meet the local municipality's standards for sidewalks and shall be owned and maintained by the local municipality.
4. As per York Region's Transportation Master Plan, Jane Street, from Highway 7 to Major Mackenzie Drive West is identified as a Bus Rapid Transit corridor. YRT plans to introduce Viva service along this corridor in the future. Implementation of BRT service is dependent on ridership demand and budget availability.

Development Engineering

1. The intersection of Street "A" with Highway 7 will be restricted to right-in/right-out movements only
2. No part of the shoring system with the exception of tie-backs will be permitted to encroach into the road allowance of Highway 7.
3. York Region would like to note the site is in an identified area of concern due to known high water table conditions and confined artesian aquifer conditions, which could have geotechnical implications with respect to construction activities including, but not limited to, dewatering (short-term or long-term), foundation construction, and building stability. As such, York Region recommends that any geotechnical and hydrogeological investigations undertaken by the owner take into account the fact that groundwater levels may currently be artificially depressed at the site due to third party permanent dewatering systems in the area. Also, please note that the Environmental Monitoring and Enforcement group of the Environmental Services department should be contacted at sewerusebylaw@york.ca for a dewatering permit, if required.

ATTACHMENT NO. 12c)



Revised: May 11, 2020

Date: April 14th 2023

Attention: Matthew Peverini

RE: Request for Comments

File No.: 19T-13V006

Applicant: 1834371 Ontario Inc.

Location 2951-2957 Highway 7 and 180 Maplecrete Road

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,

Mitchell Penner

Supervisor, Distribution Design-Subdivisions

Phone: 416-302-6215

E-mail: Mitchell.Penner@alecrautilities.com

Subdivision Application Information Form is available by emailing Mitchell.Penner@alecrautilities.com

SUBDIVISION APPLICATION FORM



Revised: February 13, 2023

This form must be completed in full and submitted by the Developer prior to Alectra Utilities providing an Offer to Connect (OTC) Agreement.

DEVELOPER'S INFORMATION			
Company name:			
Contact Name/Title:			
Telephone:			
Email:			
Address:			
CIVIL CONSULTANT INFORMATION			
Company Name:			
Contact Name/Title:			
Telephone:			
Email:			
STREET LIGHT CONSULTANT INFORMATION			
Company Name:			
Contact Name/Title:			
Telephone:			
Email:			
LAWYER'S INFORMATION			
Company Name:			
Contact Name/Title:			
Telephone:			
Email:			
Legal Description of Land:			
SUBDIVISION INFORMATION			
Choose Subdivision Type:	<input type="checkbox"/> Residential	<input type="checkbox"/> Condo Tower <i>Alectra's ICI dept. will look after the service connection.</i>	<input type="checkbox"/> Commercial/Industrial <i>Alectra's ICI dept. will look after the service connection.</i>
	Anticipated Start Dates:	City Services:	Hydro*:
Name of Subdivision & Municipality			
Municipal Subdivision File No. or Address:			
Subdivision Ownership:	<input type="checkbox"/> Municipal	<input type="checkbox"/> Private	<input type="checkbox"/> Mixture

* Anticipated start date for hydro plant installation must be at least **6 months** from date of application.

SUBDIVISION APPLICATION FORM

Revised: February 13, 2023

This form must be completed in full and submitted by the Developer prior to Alectra Utilities providing an Offer to Connect (OTC) Agreement.

NOTE: CITY DRAWINGS DATED WITH LAST REVISION TO BE SUBMITTED PRIOR TO COMMENCEMENT OF HYDRO DESIGN.

UNIT INFORMATION

Type of Units	Total Number:	Avg. Square Feet per unit	Special Conditions	YES	NO		
Single Family:			MicroFIT Homes:	<input type="checkbox"/>	<input type="checkbox"/>		
Semi-Detached:			3 Rd Party Metering:	<input type="checkbox"/>	<input type="checkbox"/>		
Townhouse:			Electric Vehicle Chargers:	<input type="checkbox"/>	<input type="checkbox"/>		
Condo Towers:		N/A	Meter Closets - TH/Condo Sub Only:	<input type="checkbox"/>	<input type="checkbox"/>		
Condo Tower Units:			Gang Metering - TH/Condo Sub Only	<input type="checkbox"/>	<input type="checkbox"/>		
Metered SL connection(s):		N/A					
Flat Rate SL connection(s):		N/A					
				QTY.			
Number of Blocks Requiring 3 Phase Power Supply in a Residential Subdivision:							
Requirement for Single Phase Supply Point for Municipal Park or other service:							
Indicate main breaker service size for number of residential dwellings. Not applicable to commercial/industrial and condo tower subdivisions.			60A	100A	200A	400A	Other

Additional Information (please include additional info. in the below space)

SUBDIVISION APPLICATION FORM

Revised: February 13, 2023

This form must be completed in full and submitted by the Developer prior to Alectra Utilities providing an Offer to Connect (OTC) Agreement.

REQUIRED INFORMATION

Alectra Utilities requires that the following information be provided together with this form in order to prepare the Offer to Connect Agreement:

1. Legal Description of the lands, copies of draft subdivision or reference plans, showing all easements.
2. One complete set of engineering and architectural drawings (must indicate location of meter bases and if applicable exterior stairs) and, together with the general plan in AutoCAD format.
3. All approved right-of-way cross sections from the municipality or region.
4. Title documents pertaining to the subject lands, including a current parcel register, transfer/deed of land, copies of any encumbrances and a current Certificate of Incorporation of the registered owner.
5. The servicing schedule.
6. Confirmation of site access date for hydro installation.

Following Conditions shall be observed to the satisfaction of Alectra Utilities:

- a) The owner shall enter into a servicing agreement (offer to connect) and will be responsible for the cost-sharing as detailed in the offer to connect.
- b) The owners shall be responsible for the costs of the relocation of existing plan to accommodate the new road(s).
- c) The owner shall be responsible for the costs associated with the hydro plan expansion to supply the development.
- d) The owner shall contact Alectra Utilities Subdivision Department for the availability of adjacent plan capable of servicing this site and to discuss the electrical service installation requirements and schedule.

Any easements required by Alectra Utilities for the provision of electrical service to the subdivision will be determined by Alectra Utilities in its sole discretion at the design stage of the project.

SUBDIVISION APPLICATION FORM

Revised: February 13, 2023

This form must be completed in full and submitted by the Developer prior to Alectra Utilities providing an Offer to Connect (OTC) Agreement.

ALECTRA UTILITIES CONTACT INFORMATION		
Municipality:	Alliston, Aurora, Barrie, Beeton, Bradford West Gwillimbury, Markham, Penetanguishene, Richmond Hill, Thornton, Tottenham, Vaughan	Brampton, Mississauga
Contact Name:	Mitchell Penner	Henry Gamboa
Title:	Supervisor	Supervisor
Office Address:	161 Cityview Boulevard, Vaughan, ON, L4H 0A9	175 Sandalwood Parkway W, Brampton On, L7A 1E8
Phone:	416.302.6215	416.819.4975
Email:	Mitchell.Penner@AlectraUtilities.com	Henry.Gamboa@AlectraUtilities.com

ALECTRA UTILITIES CONTACT INFORMATION	
Municipality:	Guelph, Hamilton, Rockwood, St. Catharines
Contact Name:	Goran Velickovski
Title:	Supervisor
Office Address:	55 John St. N, Hamilton, ON, L8R 3M8
Phone:	289.237.7865
Email:	Goran.Velickovski@AlectraUtilities.com

APPROVAL AND SIGNATURE OF DEVELOPER

Signature:

Name of Authorized Signatory/Agent:

Title:

Company Name:

Date:

Matthew Peverini

From: circulations@wsp.com
Sent: Thursday, April 20, 2023 9:50 AM
To: Matthew Peverini
Subject: [External] OPA (OP.22.009), ZBLA (Z.22.018) and Draft Plan of Subdivision (19T-13V006); 2951-2957 Regional Rd. 7 W. & 180 Maplecrete Rd., Vaughan

2023-04-20

Matthew Peverini

Vaughan

''

Attention: Matthew Peverini

Re: OPA (OP.22.009), ZBLA (Z.22.018) and Draft Plan of Subdivision (19T-13V006); 2951-2957 Regional Rd. 7 W. & 180 Maplecrete Rd., Vaughan; Your File No. 19T-13V006,OP.22.009,Z.22.018

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 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

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-LAEmHhHzdJzBITWfa4Hgs7pbKl

December 6, 2023

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

Dear Matthew,

Re: Draft Plan of Subdivision – 1st Recirculation,
Official Plan Amendment, Zoning By-law Amendment – 2nd Submission
1834371 Ontario Inc
2951 Highway 7 and 180 and 190 Maplecrete Road
City of Vaughan
File No.: 19T-13V006, OP-22-009, Z-22-018

Enbridge Gas 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 use the [Enbridge Gas Get Connected tool](#) to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping and/or asphalt paving.

(https://enbridge.outsystemsenterprise.com/GetConnected_Th/Login2?OriginalURL=https%3A%2F%2Fenbridge.outsystemsenterprise.com%2FGetConnectedApp_UI%2F)

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 at no cost.

Sincerely,



Willie Cornelio CET
Sr Analyst Municipal Planning
Engineering



ATTACHMENT NO. 12f)

DELIVERY PLANNING
200 – 5210 BRADCO BLVD
MISSISSAUGA, ON L4W 2G7
416-262-2394
CANADAPOST.CA

July 7, 2022

City of Vaughan – Planning Department

To: Matthew Peverini, Senior Planner, VMC Program

Reference: **OP.22.009, Z.22.018** Related Files: **N/A**
2951 – 2957 Highway 7 and 180 Maplecrete Road
Ward 4

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:

In order to provide mail service to the 5 mixed-use building development with retail unit(s) at ground level, Canada Post requests that the owner/developer comply with the following conditions:

- ⇒ The owner/developer will provide the building with its own centralized mail receiving facility. This lock-box assembly must be **rear-loaded**, adjacent to the main entrance and maintained by the owner/developer in order for Canada Post to provide mail service to the tenants/residents of this project. ***For any building where there are more than 100 units, a secure, rear-fed mailroom must be provided.***
- ⇒ The owner/developer agrees to provide Canada Post with access to any locked doors between the street and the lock-boxes via the Canada Post Crown lock and key system. This encompasses, if applicable, the installation of a Canada Post lock in the building's lobby intercom and the purchase of a deadbolt for the mailroom door that is a model which can be retro-fitted with a Canada Post deadbolt cylinder.

As per our National Delivery Policy, **retail/commercial and/or non-residential use units will also receive mail delivery at centralized locations, not directly to their door.**

For example: If there is a common indoor entrance or connection extra mail compartments can be provided to accommodate these units in the main mailbox panel. If these units are not part of the condo/building then a separate centralized mail receiving facility/box can be set up by the developer at an alternative location.

The specifications can be found in our Delivery Standards Manual, which can be downloaded from this link: 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 for Postal Code(s) as existing postal coding will not apply and new postal codes will be issued for this development. I am also requesting the developer/owner contact me during the design stage of the above project, to discuss a suitable mailbox/mailroom location.

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

1. There will be no more than one mail delivery point to each unique address assigned by the Municipality.
2. Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project.
3. 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

Should you require further information, please do not hesitate to contact me at the above telephone number or mailing address.

Regards,

Lorraine Farquharson

Lorraine Farquharson

Delivery Services Officer | Delivery Planning – GTA

ATTACHMENT NO. 12g)

From: [Proximity](#)
To: [Matthew Peverini](#)
Subject: [External] 2023-11-02_CN Comments_OP.22.009, Z.22.018 and 19T-13V006 (3rd Submission) - 2951-2957 Highway 7 and 180 Maplecrete Road - 1834371 Ontario Inc.
Date: Thursday, November 2, 2023 12:46:06 PM
Attachments: [image001.jpg](#)
[image004.png](#)
[image002.png](#)
[Development Project Review Form.PDF](#)

Hello Matthew,

With reference to my email dated July 25, 2023, we are waiting to receive the Project Review Form to proceed with a CN development agreement and registration of easement. CN will require for the following mitigation measures to be included as the noise mitigation conditions:

- STC 37 windows/doors, that is the vision glass portion of the façades (north and east facing façades)
- Central a/c (all residential units)
- Noise barriers for building rooftop terraces as shown in Figure 5 of SLR report dated May 2022.
- CN warning clause

“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.”

Thank you and do not hesitate to contact me with any questions.

Best 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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wsp.com

