

**ATTACHMENT NO. 6**

**CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL  
DRAFT PLAN OF SUBDIVISION FILE 19T-21V006 ('THE PLAN')  
ONE-FOOT DEVELOPMENTS INC. ('THE OWNER')  
8471 HUNTINGTON ROAD, CITY OF VAUGHAN ('THE LANDS')**

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

The Owner shall satisfy the following Conditions of Approval:

1. The Conditions of Approval of the City of Vaughan as set out on Attachment 6a).
2. The Conditions of Approval of York Region set out on Attachment 6b) and dated September 17, 2021.
3. The Conditions of Approval of the Toronto and Region Conservation Authority as set out on Attachment 6c) and dated February 3, 2023.
4. The Conditions of Approval from the Ministry of Transportation as set out in Attachment No. 6d) and dated October 7, 2021.
5. The Conditions of Approval from TC Energy as set out on Attachments 6e) and dated August 12, 2024.
6. The Conditions of Approval from Hydro One Networks Inc. as set out in Attachment No. 6f) and dated August 14, 2024.
7. The Conditions of Approval from Bell Canada as set out on Attachment 6g) and dated July 24, 2024.
8. The Conditions of Approval from Canada Post as set out in Attachment No. 6h) and dated October 11, 2022.
9. The Conditions of Approval from Enbridge Gas Inc. as set out in Attachment 6i) and dated February 3, 2021.
10. The Conditions of Approval from Alectra Utilities Corporation as set out in Attachment 6j) and dated September 22, 2022.

## Clearances

1. The City shall advise that the Conditions on Attachment 6a) 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 6b) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
3. The Toronto and Region Conservation Authority shall advise that the Conditions on Attachment 6c) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
4. The Ministry of Transportation shall advise that the Conditions on Attachment 6d) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
5. TC Energy shall advise that the Conditions on Attachment 6e) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
6. Hydro One Networks Inc. shall advise that the Conditions on Attachment 6f) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
7. Bell Canada shall advise that the Conditions on Attachment 6g) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
8. Canada Post shall advise that the Conditions on Attachment 6h) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
9. Enbridge shall advise that the Conditions on Attachment 6i) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
10. Alectra Utilities Corporation shall advise that the Conditions on Attachment 6j) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

**ATTACHMENT No. 6a)**

**CITY OF VAUGHAN CONDITIONS:**

**Development Planning Department:**

1. The Plan shall relate to the Draft Plan of Subdivision, Drawing No. 24:5, prepared by KLM Planning Partners Inc., dated June 11, 2024 (the 'Plan'), and as red-lined by Development Engineering dated August 16, 2024.
2. If approval of a final plan of subdivision is not given within 3 years after the date upon which approval of Draft Plan of Subdivision File No. 19T-21V006 was given, then the draft plan approval shall lapse unless extended by the City upon application by the Owner.
3. Prior to final approval, the Owner shall provide the final georeferenced AutoCAD drawings of the Plan, 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](mailto:gisplanning@vaughan.ca) confirming the final submission has been approved will be provided.
4. Prior to final approval, 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*.
5. Prior to final approval, the Owner shall provide confirmation that the lands currently owned by Anatolia Block 59 Developments Limited and that form a part of Block 2, have been transferred to the Owner.
6. The Owner shall agree in the subdivision agreement to convey Open Space Block 16 to the City free of all cost.
7. Prior to final approval, the Owner shall pay any and all outstanding application fees, and landscape review and inspection fees to the Vaughan Development Planning Department in accordance with the in-effect Tariff of Fees By-law.
8. Prior to final approval, the Owner shall pay any and all outstanding street numbering, and street naming fees in accordance with the in-effect Tariff of Fees By-law.
9. Prior to final approval, the Owner shall provide a detailed tree preservation study to the satisfaction of the City. The study shall include an inventory of all existing trees, assessment of significant trees to be preserved and proposed methods of tree preservation based on the arborist report recommendations.

- a. 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.
  - b. The Owner shall not remove trees without written approval by the City.
  - c. The Owner shall enter into a tree protection agreement in accordance with City Council enacted Tree By-Law 052-2018.
10. 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 the in-effect Fees and Charges By-law for Vaughan Planning Applications – Landscape Plan Review. 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.
  - a. 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.
11. 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 and street tree planting.
  - b. The appropriate edge treatments and landscaping along Huntington Road with low-maintenance plant material.
  - c. Edge restoration along the woodlot, open space and valley lands.
  - d. Trail system within the open space and valley lands.
  - e. Architectural control design guidelines, including appropriate flankage elevations along Huntington Road.
  - f. Sustainability design practices/guidelines.
12. 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.
13. Prior to final approval, the Owner shall provide buffer blocks abutting the woodlot, open space and valley lands in accordance with TRCA policies along employment lands.
14. Prior to final approval, the Owner shall prepare a detailed edge management plan study for the perimeter of the woodlot, open space and valley lands. The study shall include an

inventory of all existing trees within an 8 metre zone inside the staked edges, and areas where the woodlot, open space and valley land edges are disturbed, assessment of significant trees to be preserved and proposed methods of edge management and/or remedial planting shall be included. The Owner shall not remove any vegetation without written approval by the City.

- a. The Owner shall provide a report for a 20 metre zone within all staked woodlot, open space and valley land edges to the satisfaction of the TRCA and City, which identifies liability and issues of public safety and recommends woodlot/forestry management practices and removal of hazardous and all other trees as identified to be removed prior to assumption of the subdivision.
15. The Owner shall agree in the subdivision agreement to erect a permanent 1.5 metre high black vinyl chain-link fence or approved equal along the limits of the employment blocks that abut the open space and valley lands and associated buffer blocks.
  16. 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.
  17. The Owner shall agree in the subdivision agreement that should archaeological resources be found on the Lands during construction activities, all work must cease, and the Ontario Ministry of Heritage, Sport, Tourism, and Culture Industries and the City's Development Planning Department, Urban Design and Cultural Heritage Division shall be notified immediately.
  18. The Owner shall agree in the subdivision agreement that in the event 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 and the Registrar of the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services.
  19. Prior to the transfer of Blocks 4, 5 and 6 to the City, which have only undergone a Stage 1 Archaeological Assessment, a Stage 2 Archaeological Assessment (AA) shall be required. The Owner shall ensure:
    - a. In accordance with the City's updated draft Terms of Reference for Archaeological Assessments, the retained consultant will engage the Mississaugas of the Credit First Nation (MCFN), the City of Vaughan Treaty and Traditional Rights holders, and the Huron-Wendat Nation (archaeological interest) prior to commencing the Stage 1 AA or in this case, at the earliest opportunity prior to starting the Stage 2 AA. Information regarding consultation with First Nations communities can be found in the living document Engaging Aboriginal Communities in Archaeology, 2010 available on the Ministry of Tourism, Culture and Sport website. Also, refer to the MCFN Standards and Guidelines for Archaeology for more information.
    - b. The consultant should include an Indigenous Engagement Summary as part of the report and subsequent reports (where applicable).

- c. The draft report of the Stage 2 shall be sent to the City's Cultural Heritage staff for review and comment, as well as to the Aboriginal Communities that have been engaged.
20. Should any archaeological sites be identified through the Stage 2 AA and require further assessment, the City may consider the following options as set out in Section 6.4 of the City of Vaughan 2010 Official Plan:
  - a. To support the recognition, protection and conservation of archaeological sites in Vaughan by designating, where appropriate, archaeological sites under the Ontario Heritage Act;
  - b. That known archaeological resources be protected and conserved by:
    - i. retaining aboriginal archaeological sites as greenspaces where deemed appropriate and to the extent possible, to be preserved and protected as designated properties or Cultural heritage landscapes under the Ontario Heritage Act; and
    - ii. restricting development on all First Nations village sites where deemed appropriate through consultation with the Ministry of Citizenship and Multiculturalism and excluding such sites from the calculation of developable area of a site.
21. That, where burial sites are encountered during any excavation or other action, the provisions of the Funeral, Burial and Cremation Services Act, and its regulations shall apply:
  - a. Where First Nations burials are discovered, consultation shall occur in accordance with the "York Region First Nations Consultation Protocol", with the nearest First Nation and the First Nation with the closest cultural affiliation, if that can be determined; and
  - b. Shall ensure adequate archaeological assessments and consultation with appropriate agencies, including the Ministry of Citizenship and Multiculturalism, when an identified and marked or unmarked cemetery is affected by land use development. The provisions under the Ontario Heritage Act and Funeral, Burial and Cremation Services Act shall also apply.
22. The City may restrict development on lands containing archaeological resources or areas of archaeological potential unless the significant archaeological resources have been conserved in situ or, where the nearest First Nation and the First Nation with the closest cultural affiliation have been consulted in accordance with the "York Region First Nations Consultation Protocol" and are in agreement with the means of conservation, through removal and documentation.
23. Where significant archaeological resources are preserved in situ:
  - a. the area subject to in situ conservation shall be excluded from the calculation of the developable area of the site; and
  - b. the area subject to in situ conservation may be included, at the discretion of the City, in required open space land dedications.

**Policy Planning and Special Programs Department conditions:**

24. Prior to final approval, an updated Block 59 Plan, depicting the relocation of the Stormwater Management Pond W2 to the southeast side of Street 'G' and redesignation of those lands as General Employment, the redesignation of a portion of the lands designated Natural Heritage Feature, 10m Buffer and Compensation Area to General Employment, and the redesignation of a portion of the lands designated General Employment to Compensation Areas shall be provided to the satisfaction of the Policy Planning and Special Programs Department .
25. The Owner shall agree in the subdivision agreement to pay to the City a one-time financial contribution based on a per hectare rate of \$5,000.00/hectare for the long-term maintenance of the valley lands identified as Block 4, and buffer lands (vegetation protection zone) identified as Blocks 5 and 6 on the Plan. The contribution amount is required for the long-term maintenance of these blocks including, but not limited to, turf maintenance, litter and illegal dumping clean-up, general trail maintenance and restoration.
26. The Owner shall agree in the subdivision agreement to convey Valley Block 4, Woodlot Blocks 11 and 12, Compensation Blocks 15 and 17, and Buffer Blocks 5, 6, 13 and 14 to the City free of all cost and encumbrances.
27. Prior to final approval, the Owner shall submit a planting/restoration plan for the ecological buffers/vegetation protections zones and compensation areas as identified on the Block 59 Block Plan, to the satisfaction of the Environmental Planning division of the Policy Planning and Special Programs Department.
28. The Owner shall acknowledge, in the subdivision agreement, that the City of Vaughan has Species at Risk within its jurisdiction which are protected under the *Endangered Species Act, 2007, S.O.2007*. The Owner is required to comply with Ministry of the Environment, Conservation and Parks (MECP) regulations and guidelines to protect these species at risk and their habitat. The onus is on the Owner to complete an information request form and submit it to the MECP for confirmation of any potential Species at Risk on the Subject Lands. The Owner acknowledges that, notwithstanding any approvals made or provided by Vaughan in respect to the Lands, the Owner must comply with the provisions of the Endangered Species Act, 2007.
29. The Owner shall acknowledge, in the subdivision agreement, that Vaughan contains Migratory Birds within its jurisdiction that are protected under the Migratory Bird Convention Act, 1994. The Owner shall not remove any trees within the breeding bird window in Vaughan from March 31 to August 31. If tree removals are necessary than bird nest sweeps and/or surveys shall be conducted by a qualified professional within 48 hours prior to the removal of trees.

### **Development Engineering:**

30. The Owner shall enter into a subdivision agreement 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.
31. Any dead ends or open sides of road allowances created by the Plan shall be terminated in 0.3 metre reserves, to be conveyed to the City without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.
32. The Owner shall convey Road Widening Block 7 to the City free of all cost and encumbrances.
33. 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.
34. 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 shall be granted to the appropriate authority(ies), to their satisfaction free of all charge and encumbrance.
35. Prior to final approval, a geotechnical 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.
36. The Owner shall agree in the subdivision agreement 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.
37. Prior to the initiation of grading, and prior to the registration of the Plan 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 the 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.
38. 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.
  39. 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.
  40. 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.
  41. 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.
  42. Prior to final approval of the Plan, the Owner shall make the necessary arrangements at the expense of the Owner for the relocation of any utilities required by the development of the Plan to the satisfaction of the City.
  43. The Owner shall agree in the subdivision agreement to design, purchase material and install a streetlighting system in the Plan in accordance with City Standards and specifications. This Plan shall be provided with decorative streetlighting to the satisfaction of the City.
  44. 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.
  45. 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.
  46. 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 proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of this subdivision agreement. The City has taken a Letter of Credit from the Owner (Subdivision Developer) for the security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for lot grading purposes, is NOT a requirement of this subdivision agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor/landlord."
- 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."
- c. "Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by City' Zoning By-law 001-2021, as amended."
- d. "Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox as per requirements dictated by Canada Post. The location of the mailbox shall be shown on the community plan provided by the Owner in its Sales Office."
- e. "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."
- f. "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."
- g. "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."
- h. "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.

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.”

- i. “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.”
- j. “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.”

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.

47. The Owner shall agree in the subdivision agreement to convey any lands and/or easements, free of all costs and encumbrances, to the City that are necessary to construct the municipal services for the Plan, which may include any required easements and/or additional lands within and/or external to the draft plan, to the satisfaction of the City.

48. Prior to final approval of the Plan, and/or conveyance of land, and/or any initiation of grading or construction, the Owner shall implement the following to the satisfaction of the City:

- a. Submit a Phase One Environmental Site Assessment (ESA) report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan (RAP), Phase Three ESA report in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) for the lands within the Plan. The sampling and analysis plan prepared as part of the Phase Two ESA, Phase Three ESA, and RAP shall be developed in consultation with the City, implemented, and completed to the satisfaction of the City.

- b. Should a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan be required to meet the applicable Standards set out in the Ministry of the Environment, Conservation and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of the satisfactory registration 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 signed and stamped certificate letter prepared by the Owner's Environmental Qualified Person/Professional (QP) stating that they covenant and agree that all lands within the Plan and any lands and easements external to the Plan to be dedicated to the City and the Region 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 Standards set out in the MECP document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended).
  - d. Reimburse the City for the cost of the peer review of the ESA reports and RAP, as may be applicable.
49. Prior to final approval of the Plan, the Owner shall coordinate any telephone or telecommunications service provider to locate its plant in a common trench on future Street(s) to service the proposed Development Block(s) prior to release of the Plan for registration, provided such service provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be able to install its plant so as to permit connection to individual units within the subdivision, at no cost to the City.
50. The Owner shall agree in the subdivision agreement to design and construct at no cost to the City all applicable external municipal infrastructure required that are necessary to benefit the Plan to the satisfaction of the City.
51. The Owner shall agree in the subdivision agreement with the City to pay its financial contribution towards any Special Area Charges related to implementation of the interim and ultimate servicing strategies identified through the Master Environmental Servicing Plan and/or the current Functional Servicing Report to service the Subject Lands.
52. All proposed watercourse/roadway crossings and subsurface infrastructure including, but not limited to, sanitary, stormwater and water services shall be constructed in conjunction with this development. The timing for construction of these works shall be to the satisfaction of the City.
53. Prior to final approval of the Plan, the Owner shall prepare a comprehensive Traffic Management Plan (TMP) based on an updated traffic study. The TMP shall include the details of the future traffic calming measures, future transit routes, pedestrian network, traffic controls, phasing etc. that reflects the latest road network to the satisfaction of the City.

54. Prior to final approval of the Plan, the Owner shall retain the services of a qualified Electrical Consultant to provide an updated streetlighting design and photometric analysis as part of the proposed works. The plan/analysis to be submitted to the City and Region for review and approval, shall demonstrate that adequate lighting is available for the sidewalk and roadway, and shall recommend mitigative measures for these issues, to the satisfaction of the City.
55. Prior to final approval of the Plan, the Owner shall ensure all necessary approvals to facilitate the road network in accordance with the Traffic Impact Study (TIS), to the satisfaction of the City. The traffic study is to analyze the proposed road network and its impact to existing roadways that are also subject to approval by the Region of York.
56. Prior to final approval of the Plan, the Owner shall retain the services of a qualified Transportation Consultant to provide an updated transportation report/plan outlining the required Regional and City road improvements. The report/plan submitted to the City and Region for review and approval, shall demonstrate that adequate road capacity is available for the proposed development, and shall explain all transportation issues and recommend mitigative measures for these issues. An updated transportation report shall include a traffic management/roadway detour plan for the proposed roadway improvements. The Owner shall agree in the subdivision agreement to implement the recommendations of the updated transportation report/Plan and TMP, to the satisfaction of the City.
57. The Owner shall agree in the subdivision agreement that any additional lands required for public highway purposes, where daylight triangles do not conform to the City Standard Design Criteria, will be conveyed to the City, free of all costs and encumbrances.
58. Prior to final approval of the Plan, a Water Supply Analysis Report shall be submitted to the satisfaction of the City which shall include a comprehensive water network analysis of the water distribution system and shall demonstrate that adequate water supply for the fire flow demands is available for the Plan and each phase thereof. The analysis shall include, but not be limited to, conducting a WaterCAD/InfoWater analysis of the Lands in accordance to the recommendations set forth within the Functional Servicing Report. The Owner shall agree in the subdivision agreement to design and construct, at no cost to the City, all applicable works that are necessary to service the Lands to the satisfaction of the City. The Owner shall agree to provide a financial security for operation, maintenance and decommissioning considerations as necessary, to be held by the City until the ultimate water servicing works are implemented by the Region to service the Subject Lands.
59. Prior to final approval of the Plan, the Owner shall conduct a comprehensive sanitary sewer study including, but not limited to, flow monitoring, conveyance capacity analysis of downstream sewers, downstream sanitary sewer design sheets and related drawings to demonstrate that the Lands can be adequately serviced as proposed and conform to the City's comments on the sewer design. The sanitary sewer analysis shall be completed using the City standards as these lands are proposed to connect through an existing sanitary sewer network. The Owner shall agree in the subdivision agreement to design and construct, at no

cost to the City, all applicable works that are necessary to service the Lands to the satisfaction of the City. The Owner shall agree to provide a financial security for operation, maintenance and decommissioning considerations as necessary, to be held by the City until the ultimate sanitary servicing works are implemented by the Region to service the Lands.

60. Prior to final approval of the Plan, the Owner shall provide an engineering report for the review and approval of the City that describes the proposed storm drainage system to develop the Lands, as the current design does not conform to the City Standard. This report shall describe the proposed drainage system to develop the Lands to conform to the City Standards. This condition is to be read in conjunction with related City's standard draft plan conditions and comments related to the stormwater management design.
61. Prior to final approval of the Plan and/or commencement of construction within the Plan, the Owner shall submit a detailed hydrogeological impact study that identifies, if any, local wells that may be influenced by construction and, if necessary, outline a monitoring program to be undertaken before, during and after construction of the subdivision.
62. For valley/buffer/open space block(s) that are being conveyed to the City, prior to final approval of the Plan, and/or conveyance, and/or release of applicable portion of the Municipal Services Letter of Credit, the Owner shall implement the following to the satisfaction of the City:
  - a. Submit a Phase Two Environmental Site Assessment (ESA) report in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) assessing all valley/buffer/open space block(s) in the Plan for contaminants of concern to the satisfaction of the City. On-site sampling of the valley/buffer/open space block(s) shall be conducted only after the City has certified the rough grading of the valley/buffer/open space block(s), but prior to the placement of topsoil and landscaping. The sampling and analysis plan prepared as part of the Phase Two ESA shall be developed in consultation with the City, implemented, and completed to the satisfaction of the City.
  - b. Should remediation of any portions of the valley/buffer/open space block(s) within the Plan be required to meet the applicable Standards set out in the Ministry of the Environment, Conservation and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a 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 MECP, covering the remediated valley/buffer/open space block(s) within the Plan.
  - c. Submit a signed and stamped certificate letter prepared by the Owner's Environmental Qualified Person/Professional (QP) stating that they covenant and agree that the valley/buffer/open space block(s) 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 Standards set out in the MECP document "Soil, Ground Water and Sediment

Standards for Use under Part XV.1 of the Environmental Protection Act” (as amended).

- d. Reimburse the City for the cost of the peer review of the ESA reports and RAP, as may be applicable.
63. Prior to the initiation of the grading or striping of top soil and final approval, the Owner shall submit a top soil storage plan detailing the location, size, slopes stabilization methods and time period, for approval by the City. Top soil storage shall be limited to the amount required for final grading, with the excess removed from the site, and shall not occur on the either valley, buffer or open space blocks.
64. The Owner shall include following warning clause for all purchasers and/or tenants within the Plan:
- a. abutting or in proximity of any open space, valleylands, woodlots or stormwater facility:
    - i. “Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance.”
  - b. abutting or in proximity of any parkland or walkway:
    - i. “Purchasers and/or tenants are advised that the lot abuts a “Neighbourhood Park” of which noise and lighting may be of concern due to the nature of the park for active recreation.”
  - c. encroachment and/or dumping
    - i. “Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the school site, park, open space, woodlot and/or storm water management facility are prohibited.”
  - d. gate of access point
    - i. “Purchasers and/or tenants are advised that the installation of any gate of access point from the lot to the school site, open space, stormwater management facility, watercourse corridor, woodlot, and/or park is prohibited.”
65. The Owner shall agree in the subdivision agreement to obtain all necessary permissions to enter from adjacent private properties to facilitate and construct the required facilities necessary to service the Plan, free of all costs and encumbrances, and to the satisfaction of the City.
66. The Owner shall agree in the subdivision agreement that adequate access and municipal services will be available to service the Lands or demonstrate that alternative arrangements have been made for their completion to the satisfaction of the City.
67. Prior to final approval of the Plan and/or commencement of construction within the Plan, the Owner shall submit detailed engineering design plans for the proposed roads within and external to the Lands including, but not limited to, the intersection design with existing municipal and Regional roads, lane widths, lane configurations, curb radii, turning lanes with

storage/taper length, retaining wall details and sidewalk details to the satisfaction of the City and Region.

68. The Owner shall agree in the subdivision agreement to provide information on sustainable transportation, via various media, to all purchasers and/or tenants within the Plan, including pedestrian and cycling facilities.
69. Prior to final approval of the Plan, the Owner shall submit an environmental noise and/or vibration report to the City for review and approval. The preparation of the noise/vibration report shall include the ultimate traffic volumes associated with the surrounding road network and railway according to the Ministry of Environment, Conservation and Parks Guidelines. The Owner shall agree in the subdivision agreement to carry out, or cause to carry out, the recommendations set out in the approved noise/vibration report to the satisfaction of the City.
70. Prior to initiation of grading or stripping of topsoil and prior to final approval of the Plan, the Owner shall prepare and implement a detailed erosion and sedimentation control plan(s) addressing all phases of the construction of the municipal services and pre-grading for all employment, valley and open space blocks including stabilization methods, topsoil storage locations and control measures to the satisfaction of the City. The Owner shall prepare the erosion and sediment control plan(s) for each stage of construction (pre-stripping/earthworks, pre-servicing, post-servicing) in accordance with the TRCA Erosion and Sediment Control Guidelines for Urban Construction, dated December 2006 and implement a monitoring and reporting program to the satisfaction of the City.
71. The Owner shall agree in the subdivision agreement to decommission any existing wells and driveways on the Plan in accordance with all applicable provincial legislation and guidelines and to the satisfaction the City.
72. Prior to final approval of the Plan, the Owner shall provide the City with a letter from the Trustee for Block 59 West indicating that the Owner has fulfilled all cost sharing and other obligations of the Block 59 West Landowners Cost Sharing Agreement.
  - a. The City acknowledges that the Owner has entered into a Developers' Group Agreement with the other participating landowners within Block 59 West to the satisfaction of the City. The agreement shall be regarding but not limited to all cost sharing for the provision of parks, cash-in-lieu of parkland, roads and municipal services within Block 59 West. The Developers' Group Agreement shall also include a provision for additional landowners to participate with the Developers' Group Agreement when they wish to develop their lands.
  - b. Where cash-in-lieu of parkland is required, non-participating landowners of the Developers' Group Agreement shall be required to pay additional cash-in-lieu of parkland to the City.
73. The Owner shall agree in the subdivision agreement and future Site Plan Agreement(s) ('SPA') or letters of undertaking ('LOU') to assume ownership, operation and maintenance



obligations of all stormwater management facilities and infrastructure including, but not limited to, any private stormwater management tanks, quality control units and stormwater outfalls within Employment Block 1, Buffer Block 6 and Valley Block 4 required to service Employment Block 1 within the Plan and obtain any private servicing/access easements from the City required to facilitate the above noted stormwater facilities and infrastructure, all to the satisfaction of the City.

74. The Owner shall agree in the subdivision agreement and future Site Plan Agreement(s) ('SPA') or letters of undertaking ('LOU') to assume ownership, operation and maintenance obligations of all sanitary facilities and infrastructure including, but not limited to, any private pumping stations and forcemains within Employment Blocks 2, 9 and 10 required to service Employment Block 10 within the Plan and obtain any private servicing/access easements from the City and/or Participating Landowner within Block 59 West required to facilitate the above noted sanitary facilities and infrastructure, all to the satisfaction of the City.
75. The Owner shall agree in the subdivision agreement to provide the City with a Letter of Credit ('LC') in the amount of **\$218,955.00** to secure for the Owners proportionate share of costs related to any necessary sanitary sewer capacity improvements to the Medallion temporary outlet as may be identified by the City's on-going flow monitoring program.
76. 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.

**Real Estate Department:**

77. Prior to the issuance of the Building Permit, the Owner shall pay to the City by way of certified cheque, cash-in-lieu of the dedication of parkland equivalent to 2% of the value of the Lands, in accordance with the *Planning Act* and the City's Parkland Dedication By-law. The Owner shall submit an appraisal of the Lands prepared by an accredited appraiser for approval by the City's Real Estate Department, and the approved appraisal shall form the basis of calculation of the cash-in-lieu payment. For valuation purposes, the appraisal may consider the Lands to be unserviced.

**Forestry Division:**

78. Prior to final approval, the Owner shall provide a revised Arborist Report to the satisfaction of the City's Forestry Division.

**Parks Infrastructure and Planning Department:**

79. The Owner shall design and agree in the subdivision agreement to construct a 3 metre wide asphalt Multi-Use Recreational Trail and associated infrastructure starting at Langstaff Road north to John Lawry Street. This will require constructing within publicly owned buffer blocks within parts of the 8811 Huntington Road and 6560 Langstaff Road applications and the

Lands in accordance with the approved Trail Feasibility Report, to the satisfaction of the Parks Infrastructure Planning and Development. The Owner shall agree that all trails in the Lands are designed in accordance with the City's Multi-Use Recreational Trail standards, AODA standards and the York Region Forest Trail Guidelines. A cost estimate of the total value of trail works including all external works to be completed by the landscape architectural consultant shall be required to the satisfaction of Parks Infrastructure Planning & Development. Incurred trail asset costs excluding open space buffer, base grading, edge management, and restoration, will be eligible for reimbursement through Development Charge Reserve funding.

80. The Owner shall design and agree in the subdivision agreement to construct a 3 metre wide asphalt Multi-Use Recreational Trail and associated infrastructure on the Lands in accordance with the Community Multiuse Recreational Pathway (Trails) general requirements:

- a. the Owner shall construct a multiuse recreational trail to City standards, guidelines and to the satisfaction of the City;
- b. All multiuse recreational pathways connection segments shall be asphalt and a minimum 3.0m in width with an additional 1.0m mow strip on both sides, flared and with appropriate line markings to City Standards;
- c. The open space pathway shall not exceed a 5% grade. The trails shall be site verified by the Parks Infrastructure Planning and Department prior to construction. The open space trail shall not require asphalt paving except for the portions of the open space trail that connect to a residential subdivision and those portions of the trail that exceed a 5% grade as per City Standards;
- d. Appropriate signage and wayfinding shall be provided including trail head signage at entrance point, trail wayfinding, information, warnings, and maintenance notices. The City shall review graphics and content;
- e. All pathways crossing over a culvert shall flare out 2.0 m on either side of the pathway as per City Standards;
- f. Suitable light levels shall be achieved along the multi-use recreational pathway. If suitable light level cannot be achieved from street lighting, pedestrian lighting shall be required along the multi-use pathway to the satisfaction of the City;
- g. The multi-use recreational pathways shall be site verified by the Parks Infrastructure Planning and Development Department prior to construction; and
- h. The multi-use recreational pathways shall meet the Accessibility Design Guidelines for York Regional Forest Trails.

81. The Owner shall agree in the subdivision agreement to construct the 3 metre wide asphalt Multi-Use Recreational Trail to City standards and requirements. A letter of credit in favour of the City for the full cost of the development of this trail connection within the development site, will be required. The letter of credit will be drawn upon should it be required by the City to develop the proposed trail. The letter of credit will be released upon completion of the trail.

## ATTACHMENT 6b) - YORK REGION

SUBP.21.V.0017 (19T-21V006) & ZBA.21.V.0079 (Z.21.025)  
(One-Foot Developments Inc.)

Page 3 of 3

**Schedule of Clauses/Conditions**  
**SUBP.21.V.0017 (19T-21V006)**  
**Part of Lot 12, Concession 9**  
**(One-Foot Developments Inc.)**  
**City of Vaughan**

Re: KLM Planning Partners Inc., Project No. P-3205, dated April 20, 2021

### **Clauses to be Included in the Subdivision Agreement**

1. The Owner shall save harmless the City of Vaughan and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
2. The Owner shall advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.

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

3. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Vaughan and York Region.
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 Division and the Infrastructure Asset Management Branch for record.
5. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
6. 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.
7. The Regional Corporate Services Department shall advise that Conditions 1 to 6 inclusive, have been satisfied.

## **Appendix 'B' – TRCA's Draft Plan Conditions and Comments**

### **TRCA's Conditions of Draft Plan Approval**

TRCA recommends approval of Draft Plan of Subdivision 19T-21V006, Part of the West Half of Lot 11 and Part of Lot 12, Concession 9, City of Vaughan, Regional Municipality of York, prepared by KLM Planning Partners Inc., dated December 21, 2022, subject to the following conditions:

#### **Red-line Revisions**

1. That this draft plan of subdivision be subject to red-line revision(s) to meet the requirements of TRCA's conditions of draft plan approval, if necessary, to the satisfaction of TRCA.
2. Prior to the registration of the Plan of Subdivision, the Owner shall provide an M-Plan showing the lot/block lines and any required revisions to the satisfaction of the City of Vaughan and TRCA.

#### **Prior to Works Commencing**

3. That prior to topsoil stripping and prior to the registration of this plan or any phase thereof, the Owner shall submit a detailed engineering report and plans to the satisfaction of TRCA for any proposed topsoil stripping in the plan area. This submission shall include:
  - o Detailed plans illustrating the topsoil stripping proposal, including but not limited to the locations, staging and methodology.
  - o An erosion and sediment control report and plans for the subject lands that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after topsoil stripping.
4. That prior to any development or site alteration (except for topsoil stripping) and prior to the registration of this plan or any phase thereof, the Owner shall submit a Functional Servicing Report (FSR) and detailed engineering reports (e.g., Stormwater Management, Site Level Water Balance) that describes in detail the applicable stormwater management criteria, how the proposed storm drainage system will be designed to meet stormwater management criteria, and how it will comply to TRCA requirements. These reports shall include, but not limited to:
  - i. A description of the storm drainage system and appropriate stormwater management techniques including minor and major flow controls for the proposed development of the subject land and how it will comply with all related TRCA requirements for quantity, quality, water balance and erosion control.

- ii. Plans illustrating how this drainage system will tie into surrounding drainage systems, i.e., identifying if it is part of an overall drainage scheme, how external flows will be accommodated, the design capacity of the receiving system.
- iii. Appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it relates to the natural heritage system, both aquatic and terrestrial.
- iv. Detailed plans indicating location, orientation, size and description of all stormwater management features, including outlet structures, and all other proposed servicing facilities (e.g., infiltration trenches, etc.), grading, site alterations, development, and infrastructure, which are required to service or facilitate the development of the subject lands, which may require a permit pursuant to the *Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation* (Ontario Regulation 166/06), as may be amended.
- v. Design of flow dispersal measures and treatments associated with stormwater management outlets to reduce potential erosion, impacts to the natural system, and maximization of potential infiltration, to the satisfaction of the TRCA.
- vi. Detailed plans and calculations for the proposed lot-level, conveyance and end-of-pipe controls to be implemented on the site.
- vii. The integration of Low Impact Development (LID) measures and the employment of source and conveyance controls to: mimic pre-development site hydrology, overall site water balance, pre-development water budget to satisfy the CTC Source Protection Plan criteria, and feature-based water balance to the satisfaction of the TRCA.
- viii. A subsurface investigation (including assessment of groundwater levels) for the final design of underground parking structures/foundations, site grading and stormwater management infrastructure. The recommendations of the subsurface assessment will be used to inform the final design and construction plans. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated
- ix. An evaluation that addresses the need for groundwater dewatering during construction, including but not limited to details for its disposal, potential impacts to natural features due to groundwater withdrawal, mitigation measures, and any permitting requirements.
- x. Grading plans for the subject lands.

- xi. Cross-sections and details where grading and filling is proposed in or adjacent to the Buffer (Block 5 - 6) and Natural Heritage Network (Block 4) including detailed cross sections for any proposed retaining walls adjacent to the subject blocks. The cross-sections and details shall include, but shall not be limited to, existing and proposed grades; limits of the natural features, hazards and buffers; transition to the adjacent tableland areas; interim and permanent stabilization of the slopes/disturbed areas; soil remediation; mitigation; tree protection; sediment and erosion controls; supporting geotechnical/soils analyses; and compensation to the satisfaction of TRCA.
- xii. An erosion and sediment control report and plans for the subject lands that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction.

The Owner shall carry out, or cause to be carried out, the recommendations of the engineering reports and details of the plans approved by TRCA to the satisfaction of TRCA. This shall be identified as a requirement within the subdivision agreement.

5. That prior to site alteration and prior to the registration of this plan or any phase thereof, the Owner prepare a tree protection and preservation plan for the site to the satisfaction of TRCA.
6. Prior to the registration of this plan or any phase thereof, the Owner shall prepare comprehensive landscape planting plans, to the satisfaction of TRCA, for the Buffer (Block 5 - 6) and Natural Heritage Network (Block 4). The Owner shall carry out, or cause to be carried out, the restoration plantings approved by TRCA to the satisfaction of TRCA. This shall be identified as a requirement within the subdivision agreement.
7. That prior to the registration of this plan or any phase thereof, the Owner prepare a plan that addresses the removal and restoration of historical, man-made intrusions in the Buffer (Block 5 - 6) and Natural Heritage Network (Block 4) to the satisfaction of TRCA, which must include but is not limited to the removal of paths, culverts, structures, fences, debris, etc. and the restoration of these areas to a natural state.
8. The implementing zoning by-law shall recognize the Buffer (Block 5 - 6) and Natural Heritage Network (Block 4) in an open space, or other suitable environmental protection zoning category, which has the effect of prohibiting development, to the satisfaction of TRCA.
9. The implementing zoning by-law shall be prepared to the satisfaction of TRCA.
10. The Owner shall provide a copy of the adopted implementing zoning by-law to TRCA, when available, to facilitate the clearance of conditions of draft plan approval.
11. Prior to the registration of this plan or any phase thereof, the Owner shall obtain all necessary permits from TRCA pursuant to the *Development, Interference with*

*Wetlands and Alterations to Shorelines and Watercourses Regulation* (Ontario Regulation 166/06), as may be amended, to the satisfaction of TRCA.

12. That prior to assumption, the Buffer (Block 5 - 6) and Natural Heritage Network (Block 4) be dedicated to public ownership (City of Vaughan), free of all charges and encumbrances, to the satisfaction of TRCA.

### **Subdivision Agreement**

13. The Owner agrees in the subdivision agreement, in wording acceptable to TRCA:

- i. To carry out, or cause to be carried out, to the satisfaction of TRCA, the recommendations of the reports/strategies and details of the plans referenced in TRCA's conditions of draft plan approval.
- ii. To install and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to TRCA.
- iii. To obtain all necessary permits from TRCA pursuant to the *Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation* (Ontario Regulation 166/06), as may be amended, to the satisfaction of TRCA.
- iv. To comply with the permits approved under Ontario Regulation 166/06, as may be amended, including the approved plans, reports and conditions to the satisfaction of TRCA.
- v. To erect a permanent fence along all blocks that abut the Buffer (Block 5 - 6) and in other areas as may be required to protect existing and future open space lands from unauthorized/non-programmed entry to the satisfaction of TRCA.
- vi. To prohibit grading works within the Buffer (Block 5 - 6) and Natural Heritage Network (Block 4) unless approved by TRCA; and
- vii. To prohibit retaining walls in, or adjacent to, the Buffer (Block 5 - 6) and Natural Heritage Network (Block 4) unless approved by TRCA.

### **Fees**

14. That the Owner provide a copy of the fully executed subdivision agreement and pay TRCA the required draft plan of subdivision planning review fees, clearances fees and permit fees (topsoil stripping, grading, servicing, etc.) to TRCA.

October 7, 2021

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**Draft Plan of Subdivision 19T-21V006 :**

Ministry requires that any new buildings/structures (including internal roads etc.) above and below ground (including detention ponds) be setback a minimum distance of 14 m from the Highway 427 Transit property line.

**The owner must be made aware that Ministry permits are required for all buildings located within 46m from Highway 427 Future Transit property line and a radius of 365m from the centrepont of 427 Future Transitway, prior to any construction being undertaken.** Permits applications are available on our web site at:

[www.mto.gov.on.ca/english/engineering/management/corridor](http://www.mto.gov.on.ca/english/engineering/management/corridor)

**As the Conditions of Draft Plan approval, we will require the following:**

1. Since the subject subdivision is part of Block 59, for which Traffic and Drainage was approved, we request a letter from the developer confirming that they are aware of those approvals and that they comply with our recommendation without any changes being implemented.
2. Prior to final approval, the owner must submit to the Ministry of Transportation for review and approval a copy of a detailed Subdivision Plan 1:500 scale, indicating all future roads, accesses, buildings, fences, parking lots, berm etc.
3. Prior to final approval, the owner must submit to the Ministry of Transportation for review and approval a copy of the proposed site and street Lighting Design and Calculations in the isometric format, using AGI-32 and Auto-Lux.
4. Any proposed accesses to Langstaff Road (if apply), must be reviewed and approved by the Ministry.
5. Any land issues (if apply), have to be resolved between MTO/Vaughan and proponent.
6. All the lands owned by MTO, cannot be used for any development purposes as they may be needed for future Hwy 427 uses.
7. If the development will be constructed in Phases then Ministry Clearance Letter will be required for each Phase, separately.
8. Once all the Ministry conditions are addressed to the Ministry satisfaction, the clearance letter(s) will be issued to the City of Vaughan and Ministry permits will be issued.
9. After the M-Plan for the subject subdivision is registered, the final copy of the M-Plan, must be forwarded to the Ministry, for our file.
10. Proponent must obtain Ministry permits, prior to any construction being undertaken.



Please forward a copy of this letter to the proponent.

If you have any questions, or require further clarification, please contact me at the number listed below, at your earliest convenience

Thank you

**Margaret Mikolajczak, C.E.T.**  
**Senior Project Manager**  
**Ministry of Transportation**  
**Corridor Management Section**  
**159 Sir William Hearst Avenue, 7<sup>th</sup> Floor**  
**Downsview, Ontario M3M 0B7**

**Phone: 416-235-4269**  
**Fax: 416-265-4267**  
**Cell# 437-833-9462**



Authorized commenting Agency for



August 12, 2024

Casandra Krysko, BURPL, MCIP, RPP  
Senior Planner

City of Vaughan  
Development Planning Department  
2141 Major Mackenzie Drive  
Vaughan, ON L6A 1T1

Via email: [casandra.krysko@vaughan.ca](mailto:casandra.krysko@vaughan.ca)

Dear Casandra Krysko:

**RE: Revision to Draft Approved Plan of Subdivision and Revision to Zoning By-law Amendment  
8741 Huntington Road, City of Vaughan**

One-Foot Developments c/o DG Group  
Municipal File: 19T-21V006 & Z.21.025  
MHBC File: PAR 44298

MacNaughton Hermsen Britton Clarkson Planning Limited (MHBC) are the planning consultants for TransCanada PipeLines Limited (TCPL). This letter is in response to a notification and request for comments for the above-noted applications for revisions to a Draft Approved Plan of Subdivision and Zoning By-law Amendment for the lands identified as 8741 Huntington Road in the City of Vaughan (the "Subject Lands"). TCPL has one (1) high pressure natural gas pipeline contained within a right-of-way crossing the Subject Lands.

TCPL's pipelines and related facilities are subject to the jurisdiction of the Canada Energy Regulator (CER) – formerly the National Energy Board (NEB). As such, certain activities must comply with the Canadian Energy Regulator Act ("Act") and associated Regulations. The Act and the Regulations noted can be accessed from the CER's website at [www.cer-rec.gc.ca](http://www.cer-rec.gc.ca).

We would like to advise the Applicant of the following TCPL provisions in the City of Vaughan Zoning By-law 001-2021 that shall apply to the development of the General Employment Blocks (Blocks 9 and 10 on the Draft Plan) abutting TCPL's pipeline right-of-way:

**4.23 TransCanada Pipeline and Facilities**

1. *Notwithstanding any other requirements of this By-law, where any TransCanada pipeline is shown on Schedule B-5, the following requirements shall apply:*
  - a. *A minimum setback of 7.0 m shall be required from any part of a principal building or structure from the edge of the TransCanada pipeline easement.*
  - b. *A minimum setback of 3.0 m shall be required from any part of an accessory building or accessory structure from the edge of the TransCanada pipeline easement.*
  - c. *A minimum setback of 7.0 m from the nearest portion of a TransCanada pipeline easement shall also apply to any minimum required parking area or loading area,*

*including any minimum required parking space, loading space, stacking space, bicycle parking space, and any associated aisle or driveway.*

- d. A minimum setback of 7.0 m shall apply to any minimum required amenity area.*
- e. A permitted encroachment of a structure or feature in accordance with Section 4.13 of this By-law shall not be permitted*

In addition, we request that the conditions in Attachment 1 e) of the Conditions of Draft Plan Approval be replaced with the conditions outlined below. We are requesting that the noted development and regulatory requirements be included as conditions in the Draft Plan approval and Subdivision Agreement between the Municipality and the Proponent. TCPL may submit additional requirements to be included in the Subdivision Agreement.

#### **Draft Conditions:**

1. A crossing and encroachment permit/agreement must be approved by TCPL for ongoing activities such as mowing or maintenance of the right-of-way.
2. The conditions, restrictions or covenants specified by TCPL shall be included in a separate agreement between TCPL and the Proponent, and the Proponent shall register such agreement against title to the Subject Lands prior to registration of the subdivision plan by way of application to register conditions, restrictions or covenants, as applicable, pursuant to the Land Titles Act, or any amendments thereto.
3. No buildings or structures shall be installed anywhere on TCPL's right-of-way. Permanent buildings and structures are to be located a minimum of 7 metres from the edge of the right-of-way. Temporary or accessory structures are to be located a minimum of 3 metres from the edge of the right-of-way.
4. A minimum setback of 7 metres from the nearest portion of a TCPL pipeline right-of-way shall also apply to any parking area or loading area, including any parking spaces, loading spaces, stacking spaces, bicycle parking spaces, and any associated drive aisle or driveway.
5. Written consent must be obtained from TCPL prior to undertaking the following activities:
  - a. Constructing or installing a facility across, on, along or under a TCPL pipeline right-of-way. A facility may include, but is not limited to: driveways, roads, access ramps, trails, pathways, utilities, berms, fences/fence posts;
  - b. Conducting a ground disturbance (excavation or digging) on TCPL's pipeline right-of-way or within 30 metres of the centreline of TCPL's pipe (the "Prescribed Area");
  - c. Driving a vehicle, mobile equipment or machinery across a TCPL pipeline right-of-way outside the travelled portion of a highway or public road;
  - d. Using any explosives within 300 metres of TCPL's pipeline right-of-way; and
  - e. Use of TCPL's Prescribed Area for storage purposes.
6. During construction in proximity to the right-of-way, temporary fencing must be erected and maintained along the limits of the right-of-way by the Proponent to prevent unauthorized access by heavy machinery. The fence erected must meet TCPL's specifications concerning type, height and location. The Proponent is responsible for ensuring proper maintenance of the temporary fencing for the duration of construction.
7. Permanent fencing may be required along the limits of TCPL's right-of-way. The fence erected must meet TCPL's and the municipality's specifications concerning type, location, and height. Any excavations for fence posts on, or within 30 metres of the pipeline must be done by hand or hydro vac. There shall be no augers operated on the right-of-way. The Proponent shall notify TCPL 3 business days prior to

any excavation for fence posts located on or within 30 metres of the pipeline. All fences made of metallic materials must be approved by TCPL prior to being erected on or within 30 metres of the pipeline.

8. Storage of materials and/or equipment on TCPL's right-of-way is not permitted.
9. Planting and Vegetation Plans will minimize vegetation on TCPL's pipeline right-of-way and ensure:
  - a. TCPL's right-of-way is seeded with Canada #1 seed;
  - b. A 5-metre wide, continuous access way is provided on each side of the pipeline within the right-of-way;
  - c. No portion of a tree or shrub (including the canopy) at the time of maturity encroaches within 5 metres of the edge of TCPL's facilities;
  - d. No trees or shrubs that will reach a height greater than 4 metres are planted within the right-of-way;
  - e. Tree roots do not interfere with or cause damage to the pipeline.
  - f. A minimum 10 metre separation is established between all groups of trees/shrubs. A group may consist of no more than 5 trees/shrubs; and
  - g. Where high-pressure gas is contained within an enclosed building (such as a metre station or building housing a compressor plant), trees and shrubs should be separated from the building by a minimum of 30 metres.
10. Sidewalks/Pathways may be permitted within the right-of-way but must:
  - a. Not exceed 3 metres in width;
  - b. Maintain a minimum separation of 5 metres from the edge of the facility at all points where the pathway travels along the same direction (i.e. paralleling) as the facility within the right-of-way;
  - c. Cross TCPL's pipeline as close to 90 degrees as possible, but no less than 45 degrees;
  - d. Limit crossings to 1 per city block (approx. 200 metres)
  - e. Use company supplied signage for crossings installed by a Third Party; and
  - f. Have expansion joints installed 3 metres on either side of TCPL's pipeline(s) if the pathway is cement or asphalt.
11. Where TCPL consents to any ground disturbances in proximity to any TCPL pipeline, the original depth of cover over the pipelines within TCPL's right-of-way shall be restored after construction. This depth of cover over the pipelines shall not be compromised due to rutting, erosion or other means.
12. Facilities shall be constructed to ensure that drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover over the pipelines does not occur. Catchment basins, drainage swales or berms are not permitted within TCPL's right-of-way. All infrastructure associated with site servicing, grading, and stormwater management (e.g. subdrains, manholes, catchbasins, retention walls, storm ponds, culverts/riprap) shall be setback a minimum of 7 meters from the edge of TCPL's right-of-way.
13. Should pooling of water or erosion occur on the right-of-way as a result of any facility installation or landscaping, the Proponent will be responsible for the remediation to TCPL's satisfaction.
14. Any large-scale excavation adjacent to the right-of-way, which is deeper than the bottom of the pipe, must incorporate an appropriate setback from TCPL's right-of-way and must maintain a slope of 3:1 away from the edge of the right-of-way.
15. Mechanical excavation within 1.5 metres of the edge of TCPL's pipeline is prohibited. Hand or hydrovac excavation must be utilized within this distance.

16. In no event shall TCPL be held liable to the Proponent respecting any loss of or damage to the Proponent's Facility, which the Proponent may suffer or incur as a result of the operations of TCPL. The Proponent shall be responsible for all costs involved in replacing the Proponent's Facility damaged or removed during TCPL's operations and shall indemnify and save harmless TCPL from all actions, proceedings, claims, demands and costs brought against or incurred by TCPL as a result of the presence of or damage to the Proponent's Facility on the TCPL right-of-way.
17. TCPL's prior approval must be obtained for the Site Plans for the permanent structures to be erected on lots and/or Blocks which are encumbered by, or are adjacent to TCPL's right-of-way.
18. If TCPL's pipelines experience contact damage or other damage as a result of construction, stop work immediately and notify TCPL at once.
19. All associated work, signage or any other engineering protection measures must be completed by TCPL or its qualified contractors at the sole expense of the Proponent. The complete scope of work that may be required is subject to other conditions that may be necessary related to a finalized design that is approved by TCPL. Additionally, prior to TCPL or its contractors conducting any associated work, TCPL and the Proponent must execute a reimbursement agreement, including financial assurances, which provides that the entire cost of conducting this associated work is 100% reimbursable to TCPL.
20. The Proponent shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.

Thank you for the opportunity to provide comments. Kindly forward a copy of the draft conditions for review prior to any decision to the undersigned by mail or by email to [TCEnergy@mhbcplan.com](mailto:TCEnergy@mhbcplan.com). If you have any questions, please do not hesitate to contact our office.

Sincerely,

**MHBC**



Kaitlin Webber, MA  
Planner | MHBC Planning

*on behalf of TransCanada PipeLines Limited*



Hydro One Networks Inc.  
Facilities & Real Estate  
P.O. Box 4300  
Markham, Ontario L3R 5Z5

HydroOne.com

Courier:  
185 Clegg Road  
Markham, Ontario L6G 1B7

VIA E-MAIL ONLY TO Casandra.Krysko@vaughan.ca

August 14, 2024

Attention Casandra Krysko,

Dear Casandra Krysko,

**Re: Draft Plan of Subdivision, One-Foot Developments Inc.  
8741 Huntington Road  
City of Vaughan  
File: 19T-21V006**

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Please be advised that Hydro One Networks Inc. ("HONI") has completed a preliminary review of the proposed plan of the above noted subdivision application. As the subject land is abutting and/or encroaching onto a HONI high voltage transmission corridor (the "transmission corridor"), HONI does not approve of the proposed subdivision **at this time**, pending review and approval of the required information.

Please be advised that the transmission corridor lands affected by the proposed development and identified as such herein are subject to a statutory right in favour of HONI pursuant to Section 114.5(1) of *The Electricity Act, 1998*, as amended. The owner of these lands is Her Majesty, The Queen In Right of Ontario, as represented by The Minister of Infrastructure ("MOI"). Ontario Infrastructure & Lands Corporation ("OILC") as agent for the Province, must review and approve all secondary land uses such as roads that are proposed on these lands. HONI is currently acting as a service provider to OILC, and undertakes this review on their behalf.

The comments detailed herein do not constitute an endorsement of any element of the subdivision design or road layout, nor do they grant permission to access, use, proceed with works on, or in any way alter the transmission corridor lands, without the express written permission of HONI.

Should the developer require any use of and/or access to the transmission corridor at any time, the developer must contact **Tina Angelone, Senior Real Estate Coordinator** at **tina.angelone@hydroone.com** in order to ensure all of HONI's technical requirements are met to its satisfaction, and acquire any applicable agreements.

The following should be included as **Conditions of Draft Approval**:

1. Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.
2. Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.

3. At the developer's expense, temporary fencing must be placed along the transmission corridor prior to construction, and permanent fencing must be erected along the common property line after construction is completed.
4. The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer. The developer will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.
5. This letter and the conditions contained therein should in no way be construed as permission for or an endorsement of proposed location(s) for any road crossing(s) contemplated for the proposed development. This permission may be specifically granted by OILC under separate agreement(s). Proposals for any secondary land use including road crossings on the transmission corridor are processed through the Provincial Secondary Land Use Program (PSLUP). HONI, as OILC's service provider, will review detailed engineering plans for such proposals separately, in order to obtain final approval.

Should approval for a road crossing be granted, the developer shall then make arrangements satisfactory to OILC and HONI for the dedication and transfer of the proposed road allowance directly to the City of Vaughan.

Access to, and road construction on the transmission corridor is not to occur until the legal transfer(s) of lands or interests are completed.

In addition, HONI requires the following be conveyed to the developer as a precaution:

6. The transmission lines abutting the subject lands operate at either 500,000, 230,000 or 115,000 volts. Section 188 of Regulation 213/91 pursuant to the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV conductor. The distance for 230 kV conductors is 4.5 metres (15 feet), and for 115 kV conductors it is 3 metres (10 feet). It is the developer's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.

Our preliminary review only considers issues affecting HONI's transmission facilities and transmission corridor lands. For any proposals affecting distribution facilities (low voltage), the developer should consult the local distribution supplier.

If you have any questions, please contact me at [dennis.derango@hydroone.com](mailto:dennis.derango@hydroone.com) or at 905-946-6237.

Yours truly,

A handwritten signature in black ink that reads "Dennis De Rango". The signature is written in a cursive, slightly slanted style.

Dennis De Rango  
Specialized Services Team Lead, Real Estate  
Hydro One Networks Inc.



# ATTACHMENT 6g) - BELL CANADA

**From:** [PrimeCities](#)  
**To:** [Casandra Krysko](#)  
**Subject:** [External] ZBLA (Z.21.025) and Draft Plan of Subdivision Application (19T-21V006); 8741 Huntington Rd., Vaughan  
**Date:** Wednesday, July 24, 2024 12:43:49 PM

**CAUTION!** This is an external email. Verify the sender's email address and carefully examine any links or attachments before clicking. If you believe this may be a phishing email, please use the Phish Alert Button.



**7/24/2024**

**Casandra Krysko**

**Vaughan  
Vaughan (City)**

**Attention: Casandra Krysko**

**Re: ZBLA (Z.21.025) and Draft Plan of Subdivision Application (19T-21V006); 8741 Huntington Rd.,  
Vaughan; Your File No. 19T-21V006,Z.21.025  
Our File No. DTS: 32792 / Circ: 43109**

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:

**Bell Canada Condition(s) of Approval**

1) 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.

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

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

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

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

**Concluding Remarks:**

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.

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](mailto:planninganddevelopment@bell.ca) directly.

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 Bell's responses and for any of the content herein.

Should you have any questions, please contact the undersigned.

Yours Truly,

A rectangular box with a thin border, containing a small blue square icon with a white question mark inside, indicating a redacted signature.

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

# ATTACHMENT 1h) - CANADA POST

DELIVERY PLANNING  
200 – 5210 BRADCO BLVD  
MISSISSAUGA, ON L4W 2G7

[CANADAPOST.CA](http://CANADAPOST.CA)

October 11, 2022

City of Vaughan – Planning Department

To: Christopher Cosentino, Senior Planner, Development Planning

Reference: File: **19T-21V006 & Z.21.025** Related file: **N/A**  
**8741 Huntington Road, Part of Lot 12, Concession 9**  
Ward 2

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

Canada Post has reviewed the proposal of one (1) Prestige Employment Block, three (3) General Employment Blocks, three (3) blocks dedicated for roads and Natural Area for the above noted Development Application amendment and has determined that the completed project will be serviced by centralized mail delivery provided through Canada Post Community Mail Boxes.

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

- ⇒ The Owner/Developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans;
- ⇒ The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads;
- ⇒ The Owner/Developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings;
- ⇒ The Owner/Developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy;
- ⇒ **The Owner/Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy;**

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

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

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

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

Sincerely,

*Lorraine Farquharson*

**Lorraine Farquharson**

Delivery Services Officer | Delivery Planning - GTA

200 – 5210 Bradco Blvd

Mississauga, ON L6W 1G7

(416) 262-2394

lorraine.farquharson@canadapost.ca

# ATTACHMENT 1i) - ENBRIDGE



Enbridge Gas Inc.  
500 Consumers Road  
North York, Ontario M2J 1P8  
Canada

February 3, 2021

Christopher Cosentino  
Planner  
Development Planning Department  
City of Vaughan  
2141 Major Mackenzie Drive  
Vaughan, ON L6A 1T1

Dear Christopher,

Re: Draft Plan of Subdivision, Zoning By-law Amendment  
Michael Pozzebon, One-Foot Developments Inc.  
8741 Huntington Road  
City of Vaughan  
File No.: 19T-21V006

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

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

The applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing [SalesArea30@Enbridge.com](mailto:SalesArea30@Enbridge.com) to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.

If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.

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

Sincerely,

A handwritten signature in blue ink that reads 'Casey O'Neil'.

**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](http://enbridge.com)  
Safety. Integrity. Respect.

Dated September 22nd, 2022



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](mailto:Mitchell.Penner@alecrautilities.com)

**Subdivision Application Information Form is available by emailing** [Mitchell.Penner@alecrautilities.com](mailto:Mitchell.Penner@alecrautilities.com)