

ATTACHMENT NO. 5

CONDITIONS OF APPROVAL

**DRAFT PLAN OF SUBDIVISION FILE 19T-24V004 (THE 'PLAN')
BLOCK 41-28E DEVELOPMENTS LIMITED C/O TACC DEVELOPMENTS LTD. (THE
'OWNER')
11120 WESTON ROAD
PART OF LOT 28, CONCESSION 6 (THE 'LANDS')
CITY OF VAUGHAN (THE 'CITY')**

**THE CONDITIONS OF THE COUNCIL OF THE CITY THAT SHALL BE SATISFIED
PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION FILE
19T-24V004 ARE AS FOLLOWS:**

The Owner shall satisfy the following Conditions of Approval:

1. The Conditions of Approval of the City of Vaughan as set out on Attachment No. 5a).
2. The Conditions of Approval of Region of York as set out on Attachment No. 5b) and dated September 27, 2024.
3. The Conditions of Approval of the Toronto and Region Conservation Authority as set out on Attachment No. 5c) and dated January 27, 2025.
4. The Conditions of Approval of Alectra Utilities Corporation as set out on Attachment No. 5d) and dated May 17, 2024.
5. The Conditions of Approval of Hydro One Networks Inc. as set out on Attachment No. 5e) and dated May 27, 2024.
6. The Conditions of Approval of Bell Canada as set out on Attachment No. 5f) and dated May 14, 2024.
7. The Conditions of Approval of Enbridge Gas Inc. as set out on Attachment No. 5g) and dated May 16, 2024.
8. The Conditions of Approval of Canada Post as set out on Attachment No. 5h) and dated May 24, 2024.
9. The Conditions of Approval of Rogers Communications Canada Inc. as set out on Attachment No. 5i) and dated January 17, 2025.
10. The Conditions of Approval of the TransCanada PipeLine Limited ('TC Energy') as set out on Attachment No. 5j) and dated February 3, 2025.

Clearances

1. The City shall advise in writing that Conditions on Attachment No. 5a) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
2. Region of York shall advise in writing that the Conditions on Attachment No. 5b) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
3. The Toronto and Region Conservation Authority shall advise in writing that the Conditions on Attachment No. 5c) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
4. Alectra Utilities Corporation shall advise in writing that the Conditions on Attachment No. 5d) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
5. Hydro One Networks Inc. shall advise in writing that the Conditions on Attachment No. 5e) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
6. Bell Canada shall advise in writing that the Conditions on Attachment No. 5f) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
7. Enbridge Gas Inc. shall advise in writing that the Conditions on Attachment No. 5g) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
8. Canada Post shall advise in writing that the Conditions on Attachment No. 5h) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
9. Rogers Communications Inc. shall advise in writing that the Conditions on Attachment 5i) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
10. TC Energy shall advise in writing that the Conditions on Attachment No. 5j) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.

ATTACHMENT No. 5a)

CITY OF VAUGHAN CONDITIONS:

Development and Parks Planning Department:

1. The Plan shall relate to the Draft Plan of Subdivision, prepared by Malone Given Parsons Planning Group, dated January 17, 2025 (the 'Plan').
2. If the Plan is not registered within three (3) years after the date upon which approval of Draft Plan of Subdivision File No. 19T-24V004 was given, then the draft plan approval shall lapse unless the Owner applies to the City for an extension and approval is granted for said extension prior to the lapsing date.
3. The Owner shall pay all outstanding street numbering and street naming fees in accordance with the in-effect Fees and Charges By-law.
4. The Owner shall pay any and all outstanding fees to the Development and Parks Planning and Development Engineering Departments, in accordance with the in-effect Fees and Charges By-law.
5. The Owner shall pay any and all outstanding application fees and landscape review and inspection fees to the Development and Parks Planning Department in accordance with the in-effect Fees and Charges By-law.
6. The Owner shall enter into a Subdivision Agreement with the City to satisfy all conditions, financial or otherwise of the City, regarding matters as City may consider necessary, including payment of development levies, the provision of roads and municipal services, landscaping, fencing, and Class 4 Area designation surcharge fees. The said agreement shall be registered against the lands to which it applies.
7. The road allowance(s) within the Plan shall be named to the satisfaction of the City and Region of York. The proposed street name(s) shall be submitted by the Owner for approval by Vaughan Council and shall be included on the first engineering drawings.
8. Prior to registration of the Plan, the Landowner's Group ('LOG') shall enter into a Master Parkland Agreement as per the Block 41 Secondary Plan, section 9.6.5, with the City, to the satisfaction of the Parks Planning Department. The Master Parkland Agreement will provide for conveyance of the parkland contemplated by this Plan to the City. All landowners within the area of the Plan shall be required to execute the Master Parkland Agreement under the Planning Act, R.S.O. 1990, c.P.13, as

amended, respecting the proposed development or redevelopment of their lands. Any additional densities should be satisfied with additional cash-in-lieu of parkland payment to the City. The applicant is to provide the City with a letter from the Block 41 LOG Trustee to confirm that this application is accounted for in the overall parkland dedication calculations at the application's planned land use and density and that all cash-in-lieu has requirements have been satisfied. A Block 41 parkland dedication chart shall calculations to the City's satisfaction prior to registering the draft plan.

9. Prior to registration of the Plan, the Owner shall provide the City with an up-to-date parkland dedication chart for the Subject lands and all of Block 41 development lands for review and approval to the satisfaction of the City. The Parkland Dedication chart shall include the total hectares of parkland identified to be conveyed to the City in all phases of Block 41 development.
10. The Owner shall agree to create easements for maintenance purposes for all lots providing less than 1.2 m side yards, or having roof encroachments, prior to the transfer of land.
11. Prior to registration of the Plan, the Owner shall submit a Letter of Commitment from a Qualified Person (an Architect, Engineering or BCIN Designer) to demonstrate how the Plan conforms to solar readiness requirements in accordance with City of Vaughan Official Plan, Volume 2, Section 11.14 Block 41 Secondary Plan, policy 6.3.2.3.
12. The Owner acknowledges and agrees that the Plan and associated conditions of draft plan approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations resulting from studies or submission required as a condition of draft approval.
13. The Deputy City Manager of Planning and Growth Management be delegated the authority to approve any minor revisions to the Plan or draft conditions as a result of errors, omissions, or other revisions as required through Detailed Engineering Design.
14. Prior to registration of the Plan, 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 and Parks Planning Department. If the files meet requirements, an email from gisplanning@vaughan.ca confirming the final submission has been approved will be provided.

15. The following clauses shall be included in the Subdivision Agreement:

- a. Should archaeological resources be found on the Lands during construction activities, the Owner must immediately cease all construction activities and notify the Ontario Ministry of Tourism, Culture and Gaming and Ministry of Sport and the Vaughan Policy Planning and Special Programs Department, Cultural Heritage Division.
- b. If human remains are encountered during construction activities, the Owner must immediately cease all construction activities and shall contact the Region of York Police Department, the Regional Coroner and the Registrar of the Cemeteries at the Bereavement Authority of Ontario (BAO) of the Ministry of Public and Business Service Delivery and Procurement and the Vaughan Policy Planning and Special Programs Department, Cultural Heritage Division for the purposes of determining whether any future investigation is warranted and complete any such investigation prior to the resumption of construction activities.
- c. The Owner shall agree in the Subdivision Agreement that the Part Lots (Blocks 203 to 210) on the Plan shall be developed only in conjunction with the abutting lands in Draft Plan of Subdivision File 19T-24V002 (1212763 Ontario Limited c/o Fieldgate Developments), to the south. The Owner shall not apply for Building Permits and the City shall not issue Building Permits for Blocks 203 to 210 until the lands are combined to the satisfaction of the City.
- d. The road allowances included in the Plan shall be designed in accordance with the City's standards for road and intersection design, temporary turning circles, daylight triangles, and 0.3 metre reserves. The pattern of streets and the layout of lots and blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
- e. The Owner acknowledges and agrees to design and install appropriate barriers and/or other treatments at the edge of Street B abutting the TCPL Right-of-way to the satisfaction of TCPL, Development and Parks Planning, and Development Engineering Staff at the detailed design stage prior to the registration the Draft Plan.

16. The Owner acknowledges and agrees to necessary warning clauses on specific lots/blocks prescribed by City of Vaughan, Partner Agencies, Provincial and Federal Agencies upon further detailed review of the Subdivision Lots/blocks prior to registering the Draft Plan and to include such lots/blocks subject to warning clauses

in the Purchase and Sales and Rental Agreements as identified by appropriate review parties.

17. The Owner shall include Attachment No. 5j) – Conditions of Approvals of TC Energy in the Subdivision Agreement and Purchase and Sales and Rental Agreements to the satisfaction of TransCanada PipeLine Limited and City Staff.
18. Final approval for registration may be issued in phases to the satisfaction of the City, subject to all applicable fees provided that:
 - a. Phasing is proposed in an orderly progression, in consideration of such matters as the timing of road improvements, infrastructure, schools and other essential services; and
 - b. All commenting agencies agree to registration by phases and provide clearances, as required in the Conditions in Attachment Nos. 5a, 5b, 5c, 5d, 5f, 5g, 5h, 5i and 5j for each phase proposed for registration' and further the required clearances may relate to lands to the lands not located within the phase sought to be registered.
19. Prior to release for registration of the Plan, the lands within this Plan shall be appropriately zoned by a Zoning By-law, which has come into effect in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P.14, as amended.

Urban Design Conditions:

20. 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, which will form a condition of the draft plan approval.

21. Prior to the landscape plan review by Urban Design staff, a fee shall be provided by the Owner to the Development and Parks Planning Department in accordance with the in-effect Fees and Charges By-law:
 - a. This fee will include staff's review and approval of proposed streetscaping/landscaping within the Plan (including but not limited to urban design guidelines, landscape master plan, architectural design guidelines, perfect submission landscape architectural drawings, stormwater management pond planting plans, natural feature edge restoration/management plans), and tree inventory/preservation/removals plans.
 - b. In addition, a fee will be applied for each subsequent inspection for the start of the guaranteed maintenance period and assumption of the development by the City.
22. Prior to final approval, the Owner shall agree in the subdivision agreement to the following:
 - a. Urban design guidelines shall have been prepared in accordance with City Policy and approved by City Staff;
 - b. All development shall proceed in accordance with the City Staff approved urban design guidelines; and
 - c. A planning consultant shall be retained at the cost of the owner with concurrence of the City to ensure compliance with the urban design guidelines.
23. Prior to final approval, the Owner shall agree in the subdivision agreement to the following:
 - a. Architectural guidelines shall have been prepared in accordance with City Policy and approved by City Staff;
 - b. All development shall proceed in accordance with the City Staff approved architectural design guidelines;
 - c. A control architect shall be retained at the cost of the Owner with concurrence of the City to ensure compliance with the architectural design guidelines;
 - d. Prior to the submission of individual building permit applications, the control architect shall have stamped and signed drawings certifying compliance with the approved architectural guidelines; and

- e. The City may undertake periodic reviews to ensure compliance with the architectural design guidelines. Should inadequate enforcement be evident, the City may cease to accept drawings stamped by the control architect and retain another control architect, at the expense of the Owner.
24. Prior to final approval, the Owner shall prepare a landscape master plan. All development shall proceed in accordance with the approved landscape master plan; the plan shall address but not be limited to the following issues:
- a. Co-ordination of the urban design/streetscape elements including built form, fencing treatments, and street tree planting;
 - b. Sustainability design practices/guidelines;
 - c. The appropriate community edge treatment along Weston Road with low-maintenance plant material; and
 - d. The pedestrian urban connections between streets and built forms.
25. Prior to final approval, the Owner shall agree in the subdivision agreement that all development shall proceed in accordance with the City's Sustainability Metrics program.
- a. The program shall present a set of metrics to quantify the sustainability performance of new development projects.
26. The Owner shall agree in the subdivision agreement to erect a permanent 1.8 metre high galvanized chain-link fence or approved equal along the limits of the residential lots that abut the proposed school lands within the subdivision to the immediate west.
27. The Owner shall agree in the subdivision agreement to erect a permanent 1.5 metre high black vinyl chain-link fence or approved equivalent along the limits of the residential lands that abut the TransCanada PipeLines Limited lands.
28. The Owner shall agree in the subdivision agreement to erect permanent wood fence treatments for flanking residential lots and blocks; to be coordinated with the environmental noise report and architectural design guidelines.
29. 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.

Development Engineering Department:

30. Any dead ends or open sides of road allowances created by this Plan shall be terminated in 0.3 metre reserves, to be conveyed to the City without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.

31. 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.
32. Prior to final approval, 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.
33. Prior to final approval, a geotechnical and soils report(s) 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.
34. 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 obtain permission from abutting landowner and/or working easements to be obtained to the satisfaction of the City.
35. Prior to the initiation of grading, and prior to the registration of this Plan or any phase thereof, the Owner shall submit it to the City for review and approval. A detailed engineering report that describes the storm drainage system for the proposed development within this Plan, which report shall include:
 - a. plans illustrating how this drainage system will tie into surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system;
 - b. the location and description of all outlets and other facilities;
 - c. storm water management techniques which may be required to control minor and major flows; and
 - d. proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction
36. 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.

37. 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.
38. The Owner shall agree in the subdivision agreement that no building permits will be 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.
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. Prior to final approval of the Plan, the Owner shall provide confirmation satisfactory to the City that arrangements have been made with a suitable telecommunication provider to provide its services underground at the approved locations and to the satisfaction of the City. The Owner shall permit any telephone or telecommunications service provider to locate its plant agreement with the City. The Owner shall provide a copy of the fully executed subdivision agreement to the appropriate telecommunication provider.

45. 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 of Vaughan Comprehensive Zoning By-law and the Ontario Regulation 644/20, 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, 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.”

- g. “Purchasers and/or tenants are advised that this plan of subdivision is designed to include catchbasins. The catchbasin is designed to receive and carry only clean stormwater. It is the purchaser and/or tenant’s responsibility to maintain the rear lot catchbasin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catchbasin. The catchbasins are shown on the Construction Drawings and the location is subject to change without notice.”
- h. “Purchasers and/or tenants are advised that the Owner (Subdivision Developer) has made a contribution towards recycling containers for each unit as a requirement of this subdivision agreement. The City has taken this contribution from the Owner to off-set the cost for the recycling containers, therefore, direct cash deposit from the Purchasers to the Owner for recycling containers purposes is not a requirement of the City of Vaughan. The intent of this initiative is to encourage the home Purchasers to participate in the City’s waste diversion programs and obtain their recycling containers from the Joint Operation Centre (JOC), 2800 Rutherford Road, Vaughan, Ontario, L4K 2N9, (905) 832-8562; the JOC is located on the north side of Rutherford Road just west of Melville Avenue.”

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.

46. The Owner shall agree to provide a Phasing Plan for servicing capacity allocation identifying the reasonable construction timing of the Plan. Prior to registration of the Plan, the City and Region of York shall confirm that adequate water supply and sewage treatment capacity are available and have been allocated to accommodate the Plan, or that alternate agreements and/or arrangements are in place, to the satisfaction of the City, to confirm that adequate servicing capacity is allocated to the Plan. Phased registration may be permitted that is aligned with servicing capacity allocation for the Plan.

47. The Owner(s) shall enter into an agreement with the City to front-end finance, construct and/or contribute its proportionate share of the cost(s) associated with implementing the recommended ultimate wastewater servicing infrastructure improvements identified in the City's Integrated Urban Water Master Plan Class Environmental Assessment, affecting the Plan. It is anticipated an area-specific development charge by-law will be passed for the ultimate wastewater benefitting area.
48. The Owner shall front-end finance, construct and/or contribute its proportionate share of the cost(s) associated with implementing the recommended ultimate Pressure District 7 water distribution system infrastructure improvements identified in the City's final Integrated Urban Water Master Plan Class Environmental Assessment (Project No. W005-2023), to the satisfaction of the City.
49. Prior to registration of the Plan, the Owner shall enter into a Spine Servicing Agreement with the City as part of the Block 41 Landowners' Group to front-end finance, construct and/or contribute its proportionate share of the cost(s) associated with any municipal infrastructure, internal or external, required that are necessary to benefit the Plan to the satisfaction of 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 is necessary to benefit the Plan to the satisfaction of the City.
51. 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 or direct financial contribution for operation and maintenance considerations to the City, including but not limited to the non-standard sanitary sewer design and associated operation and maintenance costs, to the satisfaction of the City.
52. 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.
53. The Owner shall implement the latest Region of York's "Inflow and Infiltration Reduction Standard for Sewers Servicing New Development" document for watertight sanitary sewer construction to the satisfaction of Region of York and the City.
54. The Owner shall submit a final Master Environmental Servicing Plan, Functional Servicing Report and any other required plans or reports to the satisfaction of the City.

55. The Owner shall provide an updated Transportation Impact Study (TIS) to the satisfaction of Development Engineering addressing all outstanding comments. Any improvements identified in the updated TIS that are required to support the Plan will be the responsibility of the Owner.
56. The Owner shall, prior to the submission of detailed engineering drawings, provide updated Functional Design drawings for the transportation network to the satisfaction of Development Engineering.
57. That Streets C, D, O, P, Q and U must terminate in a cul-de-sac if built/operated prior to the development of neighbouring lands to the south at 10970 Weston Road with a revised Draft Plan submitted to the satisfaction of Development Engineering.
58. The Owner shall implement the TDM Plan as outlined in the updated Transportation Impact Study to satisfaction of Development Engineering.
59. The Owner shall provide detailed engineering drawings to satisfaction of Development Engineering.
60. The road allowances included within this draft plan of subdivision shall be dedicated as public highways without monetary consideration and free of all encumbrances.
61. Prior to final approval of the Plan, the Owner shall address and satisfy all comments provided by the Development Engineering Department, to the satisfaction of the City.
62. Prior to final approval of the Plan, the Owner shall enter into a Developers' Group Agreement with the other participating landowners within Block 41 to the satisfaction of the City. The agreement shall be regarding but not limited to all cost sharing for the provision of parks, cash-in-lieu of parkland, roads, bridge structures and municipal services to support development within Block 41. This agreement shall also include a provision for additional developers to participate with the Developers' Group Agreement when they wish to develop their lands.
63. Prior to final approval of the Plan, the Block 41 Landowners Group shall provide the City with a letter confirming the Owner has fulfilled all cost sharing and other obligations of Block 41, including any and all obligations set out in agreements (i.e., Block 41 Cost Sharing Agreements). If a Trustee is appointed to the Block 41 Landowners Group, the Trustee shall provide this written confirmation.
64. The Owner acknowledges that the final engineering design(s) may result in minor variations to the Plan (e.g., in the configuration of road allowances and lotting, number of lots etc.), which may be reflected in the final plan to the satisfaction of the City.

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

- a. Submit a Phase One Environmental Site Assessment (ESA) report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan (RAP), Risk Evaluation, Risk Assessment report(s) in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) or its intent, for the lands within the Plan. Reliance on the report(s) from the Owner's environmental consultant shall be provided to the City.
- b. Should a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan be required to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the *Environmental Protection Act*" (as amended), submit a complete copy of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering all the lands within the Plan.
- c. Submit a sworn statutory declaration by the Owner confirming the environmental condition of the lands to be conveyed to the City.
- d. Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.

66. Prior to the conveyance of land and/or release of applicable portion of the Municipal Services Letter of Credit, the Owner shall implement the following to the satisfaction of the City:

- a. For all parks, open spaces, landscape buffers, and storm water management pond block(s) in the Plan that are being conveyed to the City, submit a limited Phase Two Environmental Site Assessment (ESA) report in accordance or generally meeting the intent of Ontario Regulation (O. Reg.) 153/04 (as amended) assessing the fill in the conveyance block(s) for applicable contaminants of concern. The sampling and analysis plan prepared as part of Phase Two ESA shall be developed in consultation with the City. The implementation of the sampling and analysis plan shall be completed to the satisfaction of the City and shall only be undertaken following certification of rough grading but prior to placement of topsoil placement. Reliance on the ESA report(s) from the Owner's environmental consultant shall be provided to the City.
- b. If remediation of any portions of the conveyance block(s) is required in order to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground Water and

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

- c. Submit a sworn statutory declaration by the Owner confirming the environmental condition of the conveyance block(s).
- d. Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.

67. The Owner shall agree in the subdivision agreement to inspect, evaluate, and monitor all wells within the zone of influence prior to, during and after construction has been completed. Progress reports should be submitted to the City as follows

- a. A base line well condition and monitoring report shall be submitted to the City prior to the pre-servicing or registration of the Plan (whichever occurs first) and shall include as a minimum requirement the following tests:
 - i. Bacteriological Analysis – total coliform and E-coli counts
 - ii. Chemical Analysis – Nitrate Test
 - iii. Water level measurement below existing grade
- b. In the event that the test results are not within the Ontario Drinking Water Standards, the Owner shall notify in writing, the Purchaser, the Regional Health Department, and the City within twenty-four (24) hours of the test results.
- c. Well monitoring shall continue during construction and an interim report shall be submitted to the City for records purposes.
- d. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the City prior to Completion Approval.
- e. If the private well systems in the zone of influence deteriorate due to the servicing of the Plan, the Owner will provide temporary water supply to the affected residents upon notice by the City. If the quantity and quality of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Owner will engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the municipal watermain system.

68. Prior to final approval of the Plan, the Owner shall agree that any additional lands required for public highway purposes, where daylight triangles do not conform to the City Standard Design Criteria, will be conveyed to the City, free of all costs and encumbrances.
69. 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.
70. 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.
71. 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.
72. 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 of the City.
73. Prior to the initiation of the grading or stripping of topsoil and final approval of the Plan, the Owner shall submit a topsoil storage plan detailing the location, size, slopes stabilization methods and time period, for the review and approval by the City. Topsoil storage shall be limited to the amount required for final grading, with the excess removed from the site, and shall not occur on the open space and/or buffer blocks.
74. Prior to initiation of grading or stripping of topsoil and prior to final approval of the Plan, the Owner shall prepare and implement a detailed erosion and sedimentation control plan(s) addressing all phases of the construction of the municipal services and house building program including stabilization methods, topsoil storage locations and control measures to the satisfaction of the City. The Owner shall prepare the erosion and sediment control plan(s) for each stage of construction (pre-stripping/earthworks, pre-servicing, post-servicing) in accordance with the TRCA Erosion and Sediment Control Guidelines for Urban Construction, dated December 2006 and implement a monitoring and reporting program to the satisfaction of the City.
75. Prior to registration of the Plan, the City shall amend Schedule 4 of the City's Noise By-law No. 121-2021 to designate the Subject Lands as a Class 4 Area to the satisfaction of the Development Engineering Department.

76. Prior to registration of the Plan, the Owner shall satisfy the following requirements with respect to the Noise Study and Class 4 Area to the satisfaction of the Development Engineering Department:

- a. The Owner shall address comments raised through the per review by Jade Acoustics inc., dated February 20, 2025 and update the Environmental Noise Feasibility Study prepared by Valcoustics Canada Ltd., dated April 12, 2024 by submitting an updated Noise Impact Assessment by including all recommended noise control measures in the Noise Report to the satisfaction of Development Engineering Department;
- b. The Owner shall enter into a Subdivision Agreement with the City to ensure appropriate notices are provided to prospective purchasers informing of the dwellings that are subject to Class 4 Area and respective noise mitigation measures.
- c. The Owner shall include all the warning clauses in the Subdivision Agreement and Purchase and Sales/Rental Agreement. The Subdivision Agreement shall be registered on Title to the satisfaction of the City;
- d. The Owner shall submit a copy of the Registered Plan of Survey (R-Plan) illustrating the boundaries of the Subject Lands subject to Class 4 Area designation, to the satisfaction of the City.

Real Estate Department:

77. Prior to the issuance of a Building Permit, the Owner shall dedicate land and/or pay to the City by way of certified cheque, cash-in-lieu of the dedication of parkland equivalent to 5% of the value of the subject lands, in accordance with the *Planning Act* and the City's Parkland Dedication By-law. The Owner shall submit an appraisal of the Lands, in accordance with the *Planning Act* and the City's Parkland Dedication By-law, prepared by an accredited appraiser for approval by the City's Real Estate Department, and the approved appraisal shall form the basis of the calculation of the cash-in-lieu payment, as applicable.

Policy Planning and Special Program ('PPSP') Department:

78. Prior to registration of the Plan, the Owner shall address York Region's outstanding comments for the Block 41 Block Plan Application (File No. BL.41.2020) and conditions identified in Attachment 5b) to the satisfaction of PPSP Staff and Region of York.

79. Prior to registration of the Plan, the Owner shall submit a Community Energy Plan prepared by a qualified energy consultant. The Community Energy Plan will be peer

reviewed by a consultant chosen by the City and approved to the satisfaction of the City.

80. Prior to registration of the Plan, the Owner shall provide justification for the proposed trails that do not match Schedules E and F of the Block 41 Secondary Plan and/or provide a revised Trails Master Plan to the satisfaction of the City.
81. Prior to registration of the Plan, the Owner shall submit a Master Landscape Plan to the satisfaction of the City.
82. Prior to registration of the Plan, the Owner shall enter into an agreement with the City to front-end finance, construct and/or contribute its proportionate share of the cost(s) associated with implementing the recommended water distribution system servicing infrastructure improvements identified in the City's Integrated Urban Water Master Plan Class Environmental Assessment, to the satisfaction of the City.
83. Prior to registration of the Plan, the Owner shall enter into an agreement with the City to front-end finance and construct the required interim wastewater servicing works, per the approved ISS Study (October 2021), to the satisfaction of the City. The Owner, at its own expense, shall agree to decommission interim wastewater servicing works, as appropriate, to the satisfaction of the City.
84. Prior to registration of the Plan, the Owner shall enter into an agreement with the City to front-end finance, construct and/or contribute its proportionate share of the cost(s) associated with implementing the recommended ultimate wastewater servicing infrastructure improvements identified in the City's Integrated Urban Water Master Plan Class Environmental Assessment,. The Owner acknowledges and agrees to pay applicable area-specific development charges in accordance with anticipated development charge by-law for ultimate wastewater benefitting area.
85. Prior to registration of the Plan, the Owner shall enter into an agreement with the City to front-end finance, construct and/or contribute its proportionate share of the cost(s) associated with upgrading the Pine Valley North Sewage Pumping Station, as required, to accommodate the ultimate service area for the western portion of Block 41, to the satisfaction of the City.

Policy Planning and Special Program ('PPSP') Department - Environmental Planning

86. Prior to final approval of the Plan, the Owner shall update and provide the Compensation Plan and final values demonstrating no loss to ecological function of Natural Heritage Features (i.e. Wetlands), to the satisfaction of Environmental Planning Staff.

87. Prior to final approval of the Plan, the Owner shall submit an updated Arborist Report to the City's Environmental Planning and Urban Forestry Departments for review and approval.
88. The Owner acknowledges and agrees that this Plan may be subject to red-line revisions, if required, in order to satisfy the Environmental Planning conditions of draft plan approval, all to the satisfaction of the City.
89. The following warning clauses shall be included in the Subdivision Agreement to the satisfaction of City Staff:
 - a. The Owner shall agree in the subdivision agreement that the City of Vaughan has Species at Risk ('SAR') within its jurisdiction that are protected under the Endangered Species Act, 2007, S.O.2007 (the 'Act'). Environmental Planning staff note that the onus is on the Owner to ensure the provisions of the Act are not contravened. As such, it is the responsibility of the Owner to comply with any Ministry of Environment, Conservation and Parks regulations and guidelines to protect SAR and their habitat.
 - b. The Owner shall agree in the subdivision agreement that the City of 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, then bird nest sweeps and/or surveys shall be conducted by a qualified professional within 48 hours prior to the removal of trees.
 - c. The Owner shall agree in the subdivision agreement that should there be expected impacts proposed to fish habitat, it is the responsibility of the Owner to engage and comply with Fisheries and Oceans Canada (DFO) regulations and guidelines.
 - d. The Owner shall agree in the subdivision agreement that should there be expected impacts proposed to significant wildlife habitat, it is the responsibility of the Owner to engage and comply with any Ministry of Natural Resources regulations and guidelines.

Fire and Rescue Services

90. The Owner shall agree in the subdivision agreement to provide the following for the purpose of fire safety and firefighting operations:
 - a. Hydrant for firefighting, municipal or private, as identified in the plans and

- code requirements to be installed;
- b. Hydrant shall be unobstructed and ready for use at all times;
 - c. Access roadways shall be maintained and suitable for large heavy vehicles;
and
 - d. Temporary municipal address to be posted and visible for responding emergency vehicles satisfactory to the City.

**Schedule of Clauses/Conditions
SUBP.24.V.0010 (19T-24V004)
Part of East Half of Lot 28, Concession 6
11120 Weston Road
(Block 41 – 28 East Developments Limited)
City of Vaughan**

Re: Malone Given Parsons, File No. 21-3008, dated March 7, 2024

Clauses to be Included in the Subdivision Agreement

1. The Owner shall save harmless the City of Vaughan and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
2. The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
3. The Owner shall implement all recommendations in the revised Transportation Study, including all TDM measures and checklists, to the satisfaction of the Region.
4. The Owner shall agree that where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region right- of-way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the area municipality. Failure to maintain these landscape features to York Region's satisfaction will result in the area municipality incurring the cost of maintenance and/or removal undertaken by the Region.
5. The Owner shall agree to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
6. The Owner shall agree that, where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
7. The following warning clause shall be included with respect to the lots or blocks affected:

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

8. Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
 - a) That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
 - b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence; and
 - c) That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.
9. The Owner shall agree to be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

Conditions to be Satisfied Prior to Final Approval

10. The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Vaughan:
 - A copy of the Council resolution confirming that the City of Vaughan has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof, and
 - A copy of an email confirmation by a City of Vaughan staff member stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
11. The Owner shall provide an electronic set of the final engineering drawings showing the water and wastewater infrastructure for the proposed development to Development Services and the Infrastructure Asset Management for record.
12. The Owner shall provide a drawing to show the layout of active transportation facilities and connections internal to the site and on the boundary roads.

13. The Owner shall provide preliminary designs and cost estimates for the intersection of Weston Road and Street “A,” to the satisfaction of the Region.
14. The Owner shall provide an updated Master Environmental Servicing Plan Transportation Study that is prepared to the satisfaction of the Region.
15. The Owner shall provide an updated Transportation Study to the satisfaction of the Region.
16. The Owner shall demonstrate that active transportation facilities, streetscaping and urbanization will be provided along Weston Road, between Kirby Road and Teston Road, to the satisfaction of the Region.
17. The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required road improvements for this subdivision. The report/plan, submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
18. Concurrent with the submission of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
 - a) Plan and Profile for the York Region’s road and intersections;
 - b) Grading and Servicing;
 - c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
 - d) Construction Access Design;
 - e) Utility and underground services Location Plans;
 - f) Signalization and Illumination Designs;
 - g) Line Painting;
 - h) Traffic Control/Management Plans;
 - i) Erosion and Siltation Control Plans;
 - j) Landscaping Plans, including tree preservation, relocation and removals;
 - k) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva
 - l) Functional Servicing Report (water, sanitary and storm services)
 - m) Water supply and distribution report;
 - n) Engineering drawings showing plan and profile views of proposed works related to
 - o) connections to or crossing of Regional watermain or sewer, including the following, as applicable:
 - Disinfection Plan
 - MECP Form 1- Record of Watermains Authorized as a Future Alteration

- p) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
19. The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region right-of-way. Only those works located in their ultimate location based on the next planning upgrade for this right-of-way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
20. The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. One (1) set of digital engineering drawings (stamped and signed by a professional engineer), and MOE forms together with any supporting information for the proposed Regional storm sewers and stormwater infrastructure shall be submitted to Development Engineering, Attention: Ms. Cynthia Tam, P.Eng.
21. The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
22. The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
23. The Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
24. The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation/Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region Right-of-Way to be removed, preserved or relocated. The report/plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
25. The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region right-of-way as required by any and/or all of the following: York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.

26. The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
27. The Region requires the Owner submit a Phase One Environmental Site Assessment (“ESA”) in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended (“O. Reg. 153/04”). The Phase One ESA must be for the Owner’s property that is the subject of the application and include the lands to be conveyed to the Region (the “Conveyance Lands”). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region’s standard format and/or contain terms and conditions satisfactory to the Region.

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

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

28. Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:

- a) A widening across the full frontage of the site where it abuts Weston Road of sufficient width to provide a minimum of 20.5 metres from the centreline of construction of Weston Road,
 - b) A 10 metre by 10 metre daylight triangle at the northwest and southwest corners of the intersection of Weston Road and Street “A,”
 - c) A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts Weston Road, and
 - d) An additional 2 metre widening, 40 metres in length, together with a 60 metre taper for the purpose of a southbound right turn lane at the intersection of Weston Road and Street “A.”
29. The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
30. The Owner shall demonstrate, to the satisfaction of Development Engineering that Street “A” shall be designed to intersect Weston Road at a right angle, or on a common tangent.
31. The Owner shall demonstrate, to the satisfaction of Development Engineering, that the throat width of Street “A” shall be designed to accommodate the recommendations of the transportation report approved by York Region.
32. The intersection of Weston Road and Street “A” shall be designed to the satisfaction of Development Engineering with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by Development Engineering.
33. The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region’s road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region’s right-of-way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
34. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
35. For any applications (Site Plan or Zoning By-law Amendment) deemed complete after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all

conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.

36. The Regional Corporate Services Department shall advise that Conditions 1 to 35 inclusive, have been satisfied.

Appendix 'C': TRCA's Draft Plan Conditions

TRCA recommends approval of the Draft Plan of Subdivision, prepared by MGP, dated November 6, 2024, 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 TRCA.

Prior to Development

3. That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and obtain approval of engineering reports (e.g., Stormwater Management) that describe in detail the stormwater management (SWM) criteria, how the proposed storm drainage system will be designed to meet SWM criteria, and how it will comply to TRCA requirements. These reports shall include, but are 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 control 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 captured, and the design capacity of the receiving system).
 - iii. Provisions for appropriately sized Stormwater Management Practices (SWMPs) to be used to treat stormwater in accordance with TRCA's current Stormwater Management Guidelines.
 - iv. Detailed plans including location, orientation, size and description of all stormwater management features, including outlet structures, and all other proposed servicing facilities (i.e., 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 Section 28.1 and 28.1.2 of the Conservation Authorities Act.
 - v. Detailed grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to natural feature blocks. All modifications to existing slopes must result in geotechnically-stable slopes to the satisfaction of the TRCA.
 - vi. Plans illustrating that all works, including all grading, site alterations, or materials associated with these activities, will not encroach, or be placed on lands outside of the development areas. These plans must also identify no grading works and fill placement within environmental protection area lands, beyond those approved by the TRCA.
 - vii. Information detailing all anticipated temporary dewatering that may be required during the construction phases, including anticipated volumes, duration, discharge locations,

filtration media, and procedures for emergency cleanouts in adjacent drainage systems due to unanticipated sediment releases/deposition events, to the satisfaction of the TRCA, for the purposes of determining whether TRCA permit is required and whether the control of erosion and flooding may be impacted.

- viii. Measures for minimizing and mitigating erosion related impacts on downstream areas (during and post construction), which are to be integrated into the stormwater management plan to the satisfaction of the TRCA.
 - ix. In conjunction with information related to the temporary dewatering management on site, proposed methods for controlling or minimizing erosion and siltation on-site, including the monitoring and maintenance of existing drainage system on and around the site prior to and during construction, and/or in downstream areas during and after construction, in accordance with TRCA's Erosion and Sediment Control (ESC) guideline (dated 2019) utilized by the TRCA. Erosion and sediment control plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included.
4. That prior to any site alteration or development taking place on the subject lands, the Owner obtains a permit from the TRCA pursuant to Section 28.1 and 28.1.2 of the Conservation Authorities Act, to the satisfaction of the TRCA.

Subdivision Agreement

5. That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA:
- i. To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the reports/strategies and details of the plans referenced in TRCA's Conditions of Draft Plan Approval.
 - ii. To obtain all necessary permits from TRCA pursuant to Section 28.1 and 28.1.2 of the Conservation Authorities Act, to the satisfaction of TRCA.
 - iii. To comply with the permits approved pursuant to Section 28.1 and 28.1.2 of the Conservation Authorities Act, including the approved plans, reports, conditions, and related agreements to the satisfaction of TRCA.
 - iv. To prohibit grading works within areas subject to TRCA's regulation unless approved by TRCA.



Revised: April 10, 2024

Date: May 17th 2024

Attention: Kaveen Fernando

RE: Request for Comments

File No.: 19T-24V004

Related Files:

Applicant: Block 41-28E Developments Limited c/o TACC Developments Ltd.

Location 11120 Weston Rd.

Revised: April 10, 2024

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.

- The developer shall contact Alectra Utilities Subdivisions Department to obtain a subdivision application form (SAF). The developer shall submit the SAF at least 6 months prior to the start of electrical distribution system (EDS) installation. SAF is also available by visiting <https://alectrautilities.com/find-form?parent=9> (under Construction Services).
- The developer's electrical consultant to provide load calculations / requirements for this development.
- The developer shall confirm with Alectra Utilities Subdivisions Department on the availability of adjacent plant capable of servicing this development and to discuss the electrical service installation requirements and schedule.
- The developer shall be responsible for the costs associated with the hydro plant expansion to supply this development.
- The developer's electrical consultant to contact Alectra Utilities Subdivisions Department to discuss placement of switchgear(s) and/or transformer(s) requiring adequate space for safe installation and operation.
- The developer shall be responsible for the costs of the relocation of existing plant to accommodate the new road(s) and driveway(s).
- The developer's electrical consultant to confirm the metering configuration within this development (individual / ganged metering). The developer shall provide the architectural drawings and confirm the location of the hydro meters as approved by Alectra Utilities.
- The developer shall enter into a servicing agreement (offer-to-connect) and will be responsible for the cost-sharing as detailed in the offer-to-connect.



Revised: April 10, 2024

- Any easements required by Alectra Utilities for the provision of electrical service to this development will be determined by Alectra Utilities in its sole discretion at the design stage of the project. For condominium/private developments, Alectra Utilities requires a blanket easement.

For new developments with townhouses, the installation of electrical distribution system (EDS) shall only commence after the foundation of the townhouses had been erected.

Regards,

Mitchell Penner

Supervisor, Distribution Design-Subdivisions

Phone: 416-302-6215

E-mail: Mitchell.Penner@alecrautilities.com

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

Attachment No. 5e - Conditions of Approval of Hydro One Network Inc.

Received: May 27, 2024

From: [Kevin Ayala Diaz](#)
To: [Kaveen Fernando](#)
Subject: FW: [External] Vaughan - 11120 Weston Road - 19T-24V004
Date: Thursday, May 30, 2024 11:57:41 PM
Attachments: [image001.png](#)

Hello Kaveen,

Please see attached comments.

Best Regards.

Kevin Ayala Diaz, MES, RPP
Planner, Development Planning
905-832-8585, ext. 8882 | Kevin.AyalaDiaz@vaughan.ca

City of Vaughan | Development Planning Department
2141 Major Mackenzie Dr., Vaughan, ON L6A 1T1



From: AMIN Pranav <Pranav.Amin1@HydroOne.com>
Sent: Monday, May 27, 2024 2:26 PM
To: Kevin Ayala Diaz <Kevin.AyalaDiaz@vaughan.ca>
Subject: [External] Vaughan - 11120 Weston Road - 19T-24V004

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.

Hello,

We are in receipt of your Plan of Subdivision application, 19T-24V004 dated May 10th, 2024. We have reviewed the documents concerning the noted Plan and have no comments or concerns at this time. **Our preliminary review considers issues affecting Hydro One's 'High Voltage Facilities and Corridor Lands' only.**

For proposals affecting 'Low Voltage Distribution Facilities' the Owner/Applicant should consult their local area Distribution Supplier. Where Hydro One is the local supplier the Owner/Applicant must contact the Hydro subdivision group at subdivision@hydroone.com or 1-866-272-3330.

To confirm if Hydro One is your local distributor please follow the following link:
[Stormcentre \(hydroone.com\)](https://stormcentre.hydroone.com)

Please select "Search" and locate address in question by entering the address or by zooming in and out of the map

The screenshot shows the Hydro One map interface. At the top, there are navigation icons for MENU, HELP, and SEARCH. The Hydro One logo is in the top right corner. Below the navigation is a legend for 'Customers Affected' with color-coded markers: red diamond for >5000, orange diamond for 501-5000, green diamond for 51-500, blue diamond for 21-50, purple diamond for <=20, and a multi-colored diamond for Multiple. There are also icons for Crew and Service Area. The map itself shows a large green-shaded area representing a service area, covering parts of Ontario from near Toronto to near Ottawa. Several purple diamond markers are placed on the map, indicating specific locations. The map includes labels for major cities like Toronto, Mississauga, Hamilton, Brampton, Peterborough, Kingston, and Ottawa. A search bar is visible on the left side of the map.

If you have any further questions or inquiries, please contact Customer Service at 1-888-664-9376 or e-mail CustomerCommunications@HydroOne.com to be connected to your Local Operations Centre

If you have any questions please feel free to contact myself.

Thank you,

Dennis De Rango
Specialized Services Team Lead, Real Estate Department
Hydro One Networks Inc.
Tel: (905)946-6237

Email: Dennis.DeRango@HydroOne.com

Attachment No. 5f) - Conditions of Approval of Bell Canada

Received: May 14, 2024

From: [PrimeCities](#)
To: [Kaveen Fernando](#)
Subject: [External] Draft Plan of Subdivision (19T-24V004), 11120 Weston Rd., Vaughan
Date: Tuesday, May 14, 2024 10:56:38 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.



5/15/2024

Kaveen Fernando

**Vaughan
Vaughan (City)**

Attention: Kaveen Fernando

**Re: Draft Plan of Subdivision (19T-24V004), 11120 Weston Rd., Vaughan; Your File No. 19T-24V004
Our File No. DTS: 38992 / Circ: 41842**

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 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 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 black 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.

Received: May 16, 2024



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

May 16, 2024

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

Dear Kaveen,

Re: Draft Plan of Subdivision
Block 41-28E Developments (Phase 1) c/o TACC Developments Inc.
11120 Weston Road
City of Vaughan
File No.: 19T-24V004
Related Applications: BL-41-2020, 19T-24V001, 19T-24V002, 9T-22V016, OPA 50,
Z-24-004, Z-24-003

Enbridge Gas does not have changes to the comments or conditions previously identified under applications, BL-41-2020, 19T-24V001, 19T-24V002, 9T-22V016, OPA 50, Z-24-004, Z-24-003.

Please always call before you dig, see web link for additional details:
<https://www.enbridgegas.com/safety/digging-safety-for-contractors>

Sincerely,

A handwritten signature in blue ink, appearing to read 'Willie Cornelio'.

Willie Cornelio CET
Sr Analyst Municipal Planning
Engineering

ENBRIDGE
TEL: 416-495-6411
500 Consumers Rd, North York, ON M2J1P8
enbridge.com
Safety. Integrity. Respect. Inclusion.

March 21, 2024

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

Dear Kaveen,

Re: Draft Plan of Subdivision, Minister's Zoning Order Amendment
1212765 Ontario Limited
4330 Teston Road
City of Vaughan
File No.: 19T-24V001, Z-24-003

Enbridge Gas does not object to the proposed application(s) however, we reserve the right to amend or remove development conditions. This response does not signify an approval for the site/development.

Please always call before you dig, see web link for additional details:

<https://www.enbridgegas.com/safety/digging-safety-for-contractors>

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

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

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

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

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

Sincerely,



Casey O'Neil
Sr Analyst Municipal Planning
Engineering

Attachment No. 5h) - Conditions of Approval of Canada Post

Received: May 24, 2024

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

May 24, 2024

City of Vaughan – Planning Department

To: Kaveen Fernando, Planner, Development Planning

Reference: File: **19T-24V004** Related file: **N/A**
11120 Weston Road
Phase 1

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 596 residential dwellings, consisting of 109 detached homes and 487 townhomes and 8 part lots to be developed in the future of this Draft Plan of Subdivision Application has determined that the completed project will be serviced by centralized mail delivery provided through Canada Post Community Mailboxes.

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

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

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

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

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

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

Sincerely,

Lorraine Farquharson

Lorraine Farquharson

Delivery Services Officer | Delivery Planning - GTA

200 – 5210 Bradco Blvd

Mississauga, ON L6W 1G7

(416) 262-2394

lorraine.farquharson@canadapost.ca



January 17, 2025

Kaveen Fernando
Planning Department
City of Vaughan
2141 Major Mackenzie Drive
Vaughan, Ontario L6A 1T1

Dear Kaveen

Re: 19T-24V004 – 11120 Weston Road (the “Subdivision”)

Rogers Communications Canada Inc. (“**Rogers**”) has reviewed the application for the above Subdivision and has determined that it intends to offer its communications services to residents of the Subdivision. Accordingly, we request that municipal approval for the Subdivision be granted subject to the following conditions:

- (1) The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the “**Communications Service Providers**”) to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
- (2) The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
- (3) The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
- (4) The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

In addition, we kindly request to, where possible, receive copies of the following documents:

- (1) the comments received from any of the Communications Service Providers during circulation;
- (2) the proposed conditions of draft approval as prepared by municipal planners prior to their consideration by Council or any of its committees; and
- (3) the municipal planners' report recommending draft approval before it goes to Council or any of its committees.

Should you require further information or have any questions, please do not hesitate to contact York Outside Plant Engineering.

Sincerely,

York Outside Plant Engineering
244 Newkirk Road
Richmond Hill, ON L4C 2S5
yorkcirculations@rci.rogers.com



Authorized commenting Agency for



February 3, 2025

Kaveen Fernando, Planner

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

Via email: kaveen.fernando@vaughan.ca

Dear Kaveen Fernando:

**RE: Draft Plan of Subdivision Application
11120 Weston Road, City of Vaughan**

Block 41-28E Developments Limited (c/o TACC Developments) c/o Malone Given Parsons Ltd.
Municipal File: 19T-24V004
MHBC File: PAR 50447 (PAR 44188-E)

MacNaughton Hermsen Britton Clarkson ("MHBC") are the planning consultants for TransCanada Pipelines Limited ("TCPL"). Further to our meeting with City staff on January 17, 2025, we are providing updated comments (additions are underlined below) to be included as Conditions of Draft Plan Approval and in the Subdivision Agreement between the City of Vaughan and Block 41-28E Developments Limited (individually and collectively, the "Proponent") for the lands identified as 11120 Weston Road in the City of Vaughan (the "Subject Lands").

TCPL has three (3) high-pressure natural gas pipelines contained within TCPL owned lands and certain rights-of-way ("TCPL Pipeline Right-of-Way") abutting the Subject Lands, and operates an industrial scale compressor station, known as Station 130, within TCPL's owned lands north of the Subject Lands. TCPL's pipelines and related facilities are subject to the jurisdiction of the Canada Energy Regulator ("CER"). 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.

Draft Conditions:

1. 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 notice of such agreement against title to the Subject Lands prior to registration of the subdivision plan by way of application to register notice, pursuant to the *Land Titles Act*, or any amendments thereto.

Subdivision Agreement:

1. No buildings or structures shall be installed anywhere on the TCPL Pipeline Right-of-Way. Permanent buildings and structures are to be located a minimum of 7 metres from the edge of the TCPL Pipeline Right-

of-Way. Temporary or accessory structures are to be located a minimum of 3 metres from the edge of the TCPL Pipeline Right-of-Way.

2. 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.
3. The edge of any road parallel to the TCPL Pipeline Right-of-Way shall be set back a minimum of 13 metres from the edge of the closest pipe.
4. The Proponent shall circulate detailed design plans to TCPL for review and comment respecting how Street 'B' abuts the TCPL privately-owned lands and driveway. Such design considerations include, but are not limited to:
 - a. Fencing or other appropriate barriers installed parallel to the length of TCPL privately-owned lands and driveway.
 - b. Curbing along the edge of Public Lane 'A' where it meets Street 'B' along with vehicle barriers such as bollards, large rocks or guard-rails to prevent any vehicle access onto or across the TCPL privately-owned lands and driveway.
 - c. As per the Minutes of Settlement dated July 19, 2021, the Proponent is to maintain a minimum clear space of six (6) metres (except noise attenuation structures expressly agreed to by TCPL) between TCPL's perimeter fencing and any trees or other temporary or permanent structures, including a minimum clear space of three (3) metres on the Proponent's side of the property to provide a clear line of sight for security monitoring.
5. There can be no adverse effects on TCPL's Lands and the TCPL Pipeline Right-of-Way on account of drainage issues resulting from the design and slope of adjacent roads. If a culvert is required adjacent to the TCPL Pipeline Right-of-Way, the edge of the culvert must be at least 7 metres away from the edge of closest pipe. Grading outside the TCPL Pipeline Right-of-Way is required to have a maximum 3:1 slope and match the existing grade at the TCPL Pipeline Right-of-Way boundary.
6. Any proposed drainage across TCPL's pipeline(s) shall cross underneath TCPL's pipeline(s) and meet the minimum separation distances required by TCPL.

General Conditions for Crossings of TCPL Pipelines by Utilities:

- TCPL shall retain the upper position in the crossing area.
 - Minimum separation between the nearest edge of the buried facilities to the nearest edge of TCPL pipelines shall be 0.6 metres for open cut excavations and 1 metre for horizontal directional drill or other trenchless installation methods.
 - The utility depth shall be maintained for the entire width of the TCPL Pipeline Right-of-Way.
 - The utility shall have no bends within the TCPL Pipeline Right-of-Way.
 - The utility shall have no joints, splices or other connections within the TCPL Pipeline Right-of-Way.
 - Pipeline crossings should not be placed within 7 metres of a TCPL pipeline bend.
7. 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 pipeline (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.

How to apply for written consent:

- Determine the location of your work relative to a TCPL Pipeline Right-of-Way.
 - When planning, and before any work or activities, listed above, can begin, a request for written consent must be submitted to TCPL through its online application form
 - Location of the work is required, along with the proximity to a TCPL Pipeline Right-of-Way
 - This information can be obtained through survey plans, or through a locate request
 - Make a locate request online to the One-Call Centre: ClickBeforeYouDig.com or ontarioonecall.ca
 - The One-Call Centre will notify owners of buried utilities in your area, who will send representatives to mark these facilities with flags, paint or other marks, helping you avoid damaging them. Often written consent for minor activities can be obtained directly from a regional TCPL representative through a locate request.
 - **Apply for written consent** using TCPL's online application form: writtenconsent.tcenergy.com or call 1-877-872-5177.
 - Application assessment and consent: Once your information has been assessed and potential impacts have been evaluated, TCPL may:
 - Grant consent without any conditions
 - Grant consent that requires certain conditions to be met to assure safety, or
 - Not grant consent
8. During construction of the site, temporary fencing must be erected and maintained along the limits of the TCPL Pipeline 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.
 9. Permanent fencing may be required along the limits of the TCPL Pipeline 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 TCPL Pipeline 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.
 10. Storage of materials and/or equipment on the TCPL Pipeline Right-of-Way is not permitted.
 11. Where TCPL consents to any ground disturbances in proximity to any TCPL pipeline, the original depth of cover over the pipelines within the TCPL Pipeline 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 TCPL Pipeline 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 the TCPL Pipeline Right-of-Way. All infrastructure associated with site servicing, grading, and stormwater management (e.g. subdrains,

manholes, catchbasins, retention walls and storm ponds) shall be setback a minimum of 7 meters from the edge of the TCPL Pipeline Right-of-Way.

13. Should pooling of water or erosion occur on the TCPL Pipeline 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 TCPL Pipeline Right-of-Way, which is deeper than the bottom of the pipe, must incorporate an appropriate setback from the TCPL Pipeline Right-of-Way and must maintain a slope of 3:1 away from the edge of the TCPL Pipeline Right-of-Way.
15. Mechanical excavation within 5.0 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 Pipeline Right-of-Way.
17. Vehicle barriers, of a design acceptable to TCPL or as may be required by law, shall be installed across the width of the right-of-way, where public roads cross the TCPL Pipeline Right-of-Way. The location of these barriers must be approved by TCPL.
18. All display plans in the lot/home sales office shall identify the TCPL Pipeline Right-of-Way corridor and the compressor station facility.
19. The Proponent shall include notice of the following in all offers of purchase and sale:
 - a. Notice of the easement within or in proximity to the property which may be affected by development activities on the property;
 - b. Notice of the location of the TCPL compressor station facility, known as "Station 130-Maple", within 750 metres of the Subject Lands;
 - c. Notice of the 30 metre Prescribed Area as regulated by the CER Act;
 - d. The number of high-pressure natural gas pipelines within the easement and the location of the easement in relation to the development;
 - e. The setback for all permanent structures and excavations from the limits of the TCPL Pipeline Right-of-Way; and,
 - f. The One Call number 1-800-400-2255 and website ClickBeforeYouDig.com or ontarioonecall.ca
20. If TCPL's pipelines experience contact damage or other damage as a result of construction, stop work immediately and notify TCPL at once.
21. 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.
22. The Proponent shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.

23. Noise Easements: Per clause 19 of the Minutes of Settlement dated July 19, 2021 between the Proponent and TCPL, the Proponent will grant a noise easement in favour of TCPL. Per clause 21 (Class 4 Designation), the Proponent will be formally requesting that the City designate (or identify) the Noise Influence Area in OPA 50 as Class 4 pursuant to NPC-300.

Notwithstanding the foregoing, the new development must abide by the terms of the Memorandum of Understanding (MOU) dated November 6, 2020, and the Minutes of Settlement (MOS) dated July 19, 2021 between the Proponent and TCPL, among others, which outline the agreement of the parties including responsibilities of the Proponent as part of the Landowners Group to address TCPL's concerns.

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. If you have any questions, please do not hesitate to contact our office.

Sincerely,

MHBC

A handwritten signature in black ink that reads "K. Webber". The signature is written in a cursive, flowing style.

Kaitlin Webber, MA
Planner | MHBC Planning

on behalf of TransCanada PipeLines Limited