

**ATTACHMENT NO. 6**

**CONDITIONS OF APPROVAL**

**DRAFT PLAN OF SUBDIVISION FILE 19T-24V001 (THE 'PLAN')  
1212765 ONTARIO LIMITED C/O FIELDGATE DEVELOPMENTS. (THE 'OWNER')  
4330 TESTON ROAD  
PART OF LOT 27, 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-24V001 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. 6a).
2. The Conditions of Approval of Region of York as set out on Attachment No. 6b) and dated February 20, 2025.
3. The Conditions of Approval of the Toronto and Region Conservation Authority as set out on Attachment No. 6c) and dated March 28, 2025.
4. The Conditions of Approval of Alectra Utilities Corporation as set out on Attachment No. 6d) and dated March 26, 2024.
5. The Conditions of Approval of Hydro One Networks Inc. as set out on Attachment No. 6e) and dated May 27, 2024.
6. The Conditions of Approval of Bell Canada as set out on Attachment No. 6f) and dated March 21, 2024.
7. The Conditions of Approval of Enbridge Gas Inc. as set out on Attachment No. 6g) and dated May 21, 2024.
8. The Conditions of Approval of Canada Post as set out on Attachment No. 6h) and dated March 21, 2024.
9. The Conditions of Approval of Rogers Communications Canada Inc. as set out on Attachment No. 6i) and dated March 31, 2024.

## Clearances

1. The City shall advise in writing that Conditions on Attachment No. 6a) 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. 6b) 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. 6c) 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. 6d) 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. 6e) 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. 6f) 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. 6g) 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. 6h) 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 6i) have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.

**ATTACHMENT No. 6a)**

**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 February 27, 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-24V001 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 the City may consider necessary, including payment of development levies, the provision of roads and municipal services, landscaping, and fencing. 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. 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.
9. The Owner shall convey all the public lands and elements, including but not limited to public parks, vistas, walkways, stormwater management ponds, entry features,

road widenings and public easements, identified in the Plan to the City.

10. The Owner shall submit a draft M-Plan identifying the required buffer blocks between the natural heritage features and developable lands prepared by a Surveyor in good standing to the satisfaction of Development and Parks Planning Department.
11. 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 requirements have been satisfied.
12. Prior to registration of the Plan, the Owner shall provide the City with an up-to-date parkland dedication chart for the 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.
13. Prior to registration of the Plan, the Owner shall acknowledge and agree to obtain, at the sole cost and expense of the Owner, all required permits from regulatory bodies including but not limited to the Toronto and Region Conservation Authority and the Ministry of Environment, Conservation and Parks for proposed public parklands, active programming and trails located within the Greenbelt Lands, to the satisfaction of the City.
14. Prior to registration of the Subdivision Agreement, the Owner shall design and agree to construct all multi-use recreational trails within the Lands in accordance with the City's approved Pedestrian and Bicycle Master Plan, approved Block 41 Recreational Trails Plan, Landscape Master Plan, Streetscape and Urban Design Guidelines to the satisfaction of and at no cost to the City.

15. Prior to registration of the Subdivision Agreement, the Owner shall agree to provide the City with a Letter of Credit totaling the complete cost to construct the multi-use recreational trail within the Lands.

The Letter of Credit shall be held for the total estimated value of construction costs for the trail and associated landscape works, which shall include but is not limited to all required permits, surveying, tree preservation and removal, erosion and sediment control, geotechnical reports, construction testing, grading, paving, and landscape restoration. The Owner is responsible for the total cost of the design and construction of all above noted works.

Portions of, or the total sum of, the Letter of Credit may be drawn upon by the City, as required, to complete the above-noted work, in the case that the Owner does not fulfil conditions identified in the Subdivision Agreement and/or if deemed necessary by the City.

16. Prior to execution of the Subdivision Agreement, the Owner shall agree to demonstrate that Block 173 meets the parkland dedication requirements. Block 173 may be confirmed as parkland through the Master Parkland Agreement and future development of the adjacent property (4100 Teston Road). If demonstrated to meet parkland dedication requirements, Block 173 shall be conveyed to the City, free and clear of all charges and encumbrances to the satisfaction of the City. Should the Owner be unable to demonstrate the above, the Owner acknowledges that Block 173 will not be credited as parkland in satisfying the parkland dedication requirements under Planning Act.
17. Prior to executing the Subdivision Agreement, the Owner shall provide the City with Letter of Credit totaling the complete cost to construct the public parkland on the Lands to base conditions as per the City's park base conditions and requirements, based on the approved plans and cost estimate. The Letter of Credit shall be held for the estimated construction costs for the proposed site works, which shall include but is not limited to all required grading, landscape restoration, additional fill to meet approved grades, risk of contamination, removal of existing infrastructure/structures, temporary drainage structures servicing, and fencing. The Owner is responsible for the total cost of the construction of parkland base as per Park Base Conditions and Requirements, including but not limited to any works of a temporary nature.
18. 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.

19. 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.
20. 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.
21. 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](mailto:gisplanning@vaughan.ca) confirming the final submission has been approved will be provided.
22. 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 Development and Parks Planning 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 Development and Parks Planning 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 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.
- d. The Owner shall include the following warning clauses in all Agreements of Purchase and Sales and/or lease for the proposed development and including those blocks/units adjacent and/or abutting a municipal park or multi-use pathway or recreational trail:
- i. "Purchaser and/or tenants are advised that the lot abuts a municipal park and/or multi-use municipal pathway, and that lighting and noise should be expected from the use of the park and/or pathway for recreation purposes."
  - ii. "Purchasers and/or tenants are advised that the lot abuts a valley/open space buffer within which the City may construct a trail in the future together with satisfactory security and safety arrangements, and that noise should be expected from the active use of the trail."
  - iii. Purchasers and/or tenants are advised that any encroachments and/or dumping from the lots/blocks onto the municipal park and multi-use municipal trail are prohibited".
  - iv. Purchaser and/or tenants are advised that creating any linkages (pedestrian and/or structural) between the private lots and natural features (Greenbelt Lands) are prohibited. Any unapproved linkages by the City and the Toronto and Region Conservation Authority ('TRCA'), shall be demolished and/or decommissioned, and restored to the original condition at the expense of the offender and/or the owner of the abutting lot to the satisfaction of the City and TRCA.
23. 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 Retail Agreements as identified by appropriate review parties.
24. 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. 6a, 6b, 6c, 6d, 6f, 6g, 6h, 6i and 6j 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.
25. The lands within the Plan shall be appropriately zoned by a Zoning By-law which has come into effect in accordance with the provisions of the *Planning Act*. The holding provisions of Section 36 of the *Planning Act* may be used in conjunction with any zone category to be applied to the Lands in order to ensure that development does not occur until such time as the holding "H" symbol is removed in accordance with the provisions of the *Planning Act*. The City's Zoning By-law, as amended or successor thereto, shall specify the terms under which the City's Council will consider the removal of the holding "H" symbol.

**Urban Design Conditions:**

26. 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.
27. 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.

28. 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.

29. 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.

30. 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 Teston Road with low-maintenance plant material;
  - d. The appropriate community edge treatment along Pine Valley Drive with low-maintenance plant material;
  - e. The appropriate landscaping within the storm water management ponds;
  - f. Environmental report for the open space lands, including the appropriate edge restoration within the buffer blocks;
  - g. The pedestrian urban connection between streets, built forms, park blocks, vista blocks, and open space blocks; and
  - h. Trail system and network within the open space blocks.
31. 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.
32. Prior to final approval, the Owner shall provide a buffer block abutting the existing open space lands in accordance with Toronto and Region Conservation Authority policies.
33. Prior to final approval, the Owner shall prepare a detailed edge management plan study for the perimeter of the open space lands. The study shall include an inventory of all existing trees within an eight (8) metre zone inside the staked edges, and areas where the open spaces land edges are disturbed, assessment of significant trees to be preserved and proposed methods of edge management and/or remedial planting shall be included. The Owner shall not remove any vegetation without written approval from the City
- a. The Owner shall provide a report for a 20 metre zone within all staked open space land edges to the satisfaction of the City, which identifies liability and issues of public safety and recommends woodlot/forestry management practices and removal of hazardous and all other trees as identified to be removed prior to assumption of the subdivision.
34. The warning clause council approved September 29th, 1997 with respect to "Tree Fees" shall be included in the subdivision agreement:

- a. "Purchasers are advised that the planting of trees on City boulevards in front of residential units is a requirement of the subdivision agreement. A drawing depicting the conceptual location for boulevard trees is included as a schedule in this subdivision agreement. This is a conceptual plan only and while every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice."
  - b. "The City has not imposed an amount of a "Tree Fee" or any other fee which may be charged as a condition of purchase for the planting of trees. Any 'Tree Fee' paid by the purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of a residential dwelling."
35. The Owner shall agree in the subdivision agreement to erect a permanent 1.5 metre high black chain-link fence or approved equal along the limits of the residential lots that abut the Open Space Block No. 178 and Block No. 179, and associated buffer blocks.
36. The Owner shall agree in the subdivision agreement to erect a permanent 1.5 metre high black vinyl chain-link fence or approved equal along the limits of the residential lots and blocks that abut the Storm Water Management Pond Block Nos. 180, 181 and 182.
37. The Owner shall agree in the subdivision agreement to erect a permanent 1.5 metre high black vinyl chain-link fence or approved equal along the limits of Park Block No. 173 that abut Open Space Block No. 179 and associated buffer blocks.
38. The Owner shall agree in the subdivision agreement to erect an appropriate fence barrier along the limits of the residential lots and blocks that abut Vista Block No. 229, to the satisfaction of the City.
39. The Owner shall agree in the subdivision agreement to erect an appropriate fence barrier along the limits of the residential lots that abut Servicing Block No. 229 to the satisfaction of the City.
40. The Owner shall agree in the subdivision agreement to erect an appropriate fence barrier along the limits of the residential lots and blocks that abut Walkway Blocks Nos. 174, 175 and 176, to the satisfaction of the City.
41. The Owner shall agree in the subdivision agreement to erect an appropriate fence barrier along the limits of the residential lots and blocks that abut Entry Feature Blocks Nos. 184 and 185, to the satisfaction of the City.
42. The Owner shall agree in the subdivision agreement to erect appropriate fence barrier along the limits of residential lots and blocks that abut the existing residential land at the north-east corner of the Pine Valley Drive and Teston Road intersection, to the satisfaction of the City.

43. 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.
44. The Owner shall convey Entry Feature Block Nos. 184 and 185 to the City free of all cost and encumbrances.
45. The Owner shall convey Open Space Block No. 178 and 179 and associated buffer blocks to the City or the TRCA free of all costs and encumbrances.
46. 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:**

47. 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.
48. 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.
49. 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.
50. 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.
51. 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.
52. 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 the following:

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
53. 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.
54. 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.
55. 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.
56. 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.
57. 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.
58. 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.
59. 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.

60. 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.
61. 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 permit any telephone or telecommunication service provider to locate its plant in a common trench, provided the service provider has executed a municipal access agreement with the City. The Owner shall provide a copy of the fully executed subdivision agreement to the appropriate telecommunication provider.
62. 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.

63. 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, to the satisfaction of the City.
64. 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. W016-2023), to the satisfaction of the City.
65. 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 (PVNSPS), as required, to accommodate the ultimate service area for the western portion of Block 41, including other lands tributary to the PVNSPS, to the satisfaction of the City.
66. Prior to registration of the Plan, the Owner, at its own expense, shall agree to front-end finance, contribute to, and/or participate in an ongoing local Flow Monitoring Program for the Pine Valley North Sewage Pumping Station Service Area and downstream to the Jane-Rutherford Sanitary Trunk Sewer, as required, to the satisfaction of the City.
67. Prior to registration of the Plan, the Owner shall enter into a subdivision agreement with the City, and/or a Spine Servicing Agreement 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 at no cost to and to the satisfaction of the City.



68. 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.
69. 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.
70. 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.
71. The Owner shall submit a final Master Environmental Servicing Plan, Functional Servicing Report, Transportation Impact Study ('TIS') and any other required plans or reports to the satisfaction of the Development Engineering Department addressing all outstanding comments to the satisfaction of the City. Any improvements identified in the updated TIS that are required to support the Plan will be the responsibility of the Owner.
72. The Owner shall address all comments remaining on the Block 41 Transportation Impact Study to the satisfaction of the Development Engineering Department.
73. The Owner shall confirm with the City that the Block 41 Collector Road Environmental Assessment has been approved by the Ministry of Environment, Conservation and Parks.
74. The following conditions shall apply to the portion of the Plan located east of the Greenbelt Lands ('East Community Area'):
  - a. The Owner shall agree that the implementation of any improvements required to Teston Road will be the responsibility of the Owner, and the works are completed to the satisfaction of the Development Engineering Department and the Region of York.
  - b. The Owner shall demonstrate satisfactory secondary points of emergency access to the East Community Area consists of lots 81 to 162, Blocks 172, 173 and 181 via Teston Road to the satisfaction of the Development Engineering Department.
  - c. The Owner shall demonstrate through functional design and engineering drawings that the centreline of Street "C" and Lane "C" will be aligned as per City engineering requirements with a revised Plan submitted if necessary to the satisfaction of the Development Engineering Department.

75. The following conditions shall apply to the portion of the Plan located west of the Greenbelt Lands ('West Community Area'):
- a. The Owner shall agree that the implementation of any improvements required to Pine Valley Drive will be the responsibility of the Owner, and the works are completed to the satisfaction of the Development Engineering Department.
  - b. The Owner shall demonstrate satisfactory secondary points of emergency access to the West Community Area consists of Lots 1 to 73, Blocks 163 to 171, 177 and 180 via Pine Valley Drive to the satisfaction of the Development Engineering Department.
  - c. The Owner acknowledges and agrees that Street "D" and Lane "A" must terminate in a cul-de-sac if the Lands are built and operated prior to the development of the neighbouring lands to the north. The Owner shall submit a revised Plan to the satisfaction of the Development Engineering Department.
76. The Owner agrees that all the Block 41 Collector Roads shall be approved by the Ministry of Environment, Conservation and Parks, to the satisfaction of the Development Engineering Department.
77. The Owner shall implement the Transportation Demand Management Plan as outlined in the updated Transportation Impact Study to the satisfaction of the Development Engineering Department.
78. Prior to registration of the Plan, the Owner shall provide approvals from the Ministry of Environmental, Conservation and Parks for the approved Block 41 Collector Road Environmental Assessment, to the satisfaction of the Development Engineering Department.
79. Prior to submission of detailed engineering drawings, the Owner shall submit updated Functional Design Drawings for the transportation network to the satisfaction of the Development Engineering Department.
80. The Owner shall provide detailed engineering drawings to the satisfaction of the Development Engineering Department.
81. The road allowances included within this Plan shall be dedicated as public highways without monetary consideration and free of all encumbrances.
82. 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 Development Engineering Department. .
83. 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.

84. 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.
85. 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.
86. 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.
87. 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.
88. 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.
89. Prior to final approval 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 proposed development.
90. 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.
91. 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.
92. 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.
93. 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.
94. 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.

95. 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.
96. 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.

**Real Estate Department:**

97. 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:**

98. Prior to registration of the Plan, the Owner shall address Region of York 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.
99. 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.
100. 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 PPSP Department and Development and Parks Planning Department.

101. Prior to registration of the Plan, the Owner shall submit a Master Landscape Plan to the satisfaction of the City.
102. The Owner acknowledges and agrees to submit an updated Block 41 Block Plan to reflect the Plan, where the Plan is not consistent with the Block 41 Block Plan, to the satisfaction of Policy Planning and Special Programs Department.
103. 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.
104. 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 Interim Servicing Strategy 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.
105. The Owner acknowledges and agrees to submit a copy of the Letter of Assurance issued by the Ministry of Environment, Conservations and Parks, and if applicable from the Department of Fisheries and Oceans approving the proposed mitigation measures identified in Environmental Impact Study prepared by GEI Consultants Ltd., dated October 2024, prior to registration of the Draft Plan to the satisfaction of PPSP Department.

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

106. Prior to final approval of the Plan, in accordance with Section 3.2.3.10 of the Vaughan Official Plan (2010), the natural heritage system (i.e. natural features, along with any associated Vegetation Protection Zone/buffer blocks and compensation areas) owned by the Owner shall be conveyed to a public authority free of all cost and encumbrances. The Owner shall submit a draft M-Plan prepared by Surveyor in good standing clearly delineating the boundaries of the

required buffers to the satisfaction of Environmental Planning Division of PPSP and Development and Park Planning Department.

107. Prior to final approval of the Plan, the Owner shall submit an updated Arborist Report to the City's Environmental Planning Division of PPSP and Parks, Forestry and Horticulture Operations Departments for review and approval.
108. Prior to final approval of the Plan, the Owner shall submit an updated Environmental Impact Study to the City's Environmental Planning Division of PPSP for review and approval.
109. Prior to final approval of the Plan, the Owner shall update and provide the Compensation Plan, final values, and a planting plan/restoration/naturalization/edge management plan demonstration no loss to ecological function of Natural Heritage Features (i.e. Wetlands), to the satisfaction of Environmental Planning division of PPSP.
110. 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.
111. The following shall be included in the Subdivision Agreement to the satisfaction of City Staff:
  - a. The Owner acknowledges and agrees 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 ('MECP') regulations and guidelines to protect SAR and their habitat. The final approval from the MECP shall be submitted to the City prior to registering the draft plan.
  - b. The Owner acknowledges and agrees 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 acknowledges and agrees 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 acknowledges and agrees 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**

112. 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.0003 (19T-24V001)  
Part of Lot 26 and West Half of Lot 27, Concession 6  
4330 Teston Road  
(1212765 Ontario Limited)  
City of Vaughan**

Re: Malone Given Parsons Ltd., File No. 21-3007, last revised on November 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 provide direct shared pedestrian/cycling facilities and connections from the proposed development to boundary roadways to support active transportation and public transit, where appropriate.
3. The Owner shall agree to provide interconnections with adjacent developments in order to consolidate and reduce the number of accesses onto Regional roads, where appropriate.
4. The Owner shall provide proposed development access via local streets, shared driveways and interconnected properties to maximize the efficiency of the Regional street system, where appropriate.
5. The Owner shall agree to implement all recommendations, including TDM measures, as recommended in the revised Traffic Impact Study, to the satisfaction of the Region.
6. 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.
7. The Owner shall agree that a schedule shall be in-place for the implementation of the:
  - a) Widening of Weston Road to four lanes including MUP's in the boulevards from Teston Road to Kirby Road,
  - b) Widening of Kirby Road to four lanes including MUP's in the boulevard east of Weston Road to Jane Street,
  - c) Reconstruction of Kirby Road to a two-lane Regional rural cross-section from Highway 27 to Weston Road,
  - d) Reconstruction of Pine Valley Road to a two-lane Regional rural cross-section from Kirby Road to Teston Road.

8. The Owner shall agree to provide the following road widening to the City of Vaughan as the section of Pine Valley Drive fronting the proposal is currently under the City's jurisdiction:
  - a) A widening across the full frontage of the site where it abuts Pine Valley Drive of sufficient width to provide a minimum of 20.5 metres from the centreline of construction of Pine Valley Drive,
  - b) 10 metre by 10 metre daylight triangles at the north-east and south-east corners of the intersection of Pine Valley Drive and Street "B",
  - 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 Pine Valley Drive, and
  - d) An additional 2 metre widening, 40 metres in length, together with a 60 metre taper for the purpose of a northbound right turn lane at the intersection of Pine Valley Drive and Street "B".
9. The Owner shall agree 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.
10. The Owner shall agree to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
11. 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.
12. 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."
13. 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's shall not be the responsibility of York Region.
14. 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**

15. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Vaughan and York Region.
16. The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Vaughan:
- a) A copy of the Council resolution confirming that the City of Vaughan has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan of subdivision, and
  - b) A copy of an email confirmation by City of Vaughan staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
17. The Owner shall provide a revised Transportation Study to address all the Region's first submission comments provided on the Transportation Study, prepared by Poulos & Chung, dated December 2021.
18. The Owner shall implement the planned internal road/connections network as shown in the approved block plan.
19. The Owner shall provide a drawing to show the layout of active transportation facilities and connections internal to the site and to the boundary roads.

20. The Owner shall provide confirmation from York Region Transit (YRT) of the purchase of the Preloaded PRESTO cards that were recommended in the Transportation Mobility Plan Study.
21. Concurrent with the submission of the subdivision servicing application (MOE) 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's 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 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
  - o) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
22. 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.
23. 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.
24. 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.

25. 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.
26. 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.
27. 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.
28. 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.
29. 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.

30. 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) 10 metre by 10 metre daylight triangles at the north-west and north-east corners of Teston Road and Street "A",
  - b) 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 Teston Road, and
  - c) An additional 2 metre widening, 40 metres in length, together with a 60 metre taper for the purpose of a westbound right turn lane at the intersection of Teston Road and Street "A".
31. 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.
32. The Owner shall demonstrate, to the satisfaction of Development Engineering that Street "A" shall be designed to intersect Teston Road at a right angle, or on a common tangent, and shall be located directly opposite Arbordale Drive.
33. 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.
34. The intersection of Street "A" and Teston Road 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.

35. 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.
36. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
37. 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.
38. The Regional Corporate Services Department shall advise that Conditions 1 to 37 inclusive, have been satisfied.



**Appendix C: TRCA's Conditions of Draft Plan Approval**

TRCA recommends approval of Draft Plan of Subdivision 19T-24V001, Part of Lot 26, Concession 6, City of Vaughan, Regional Municipality of York, prepared by Malone Given Parsons, revised February 27, 2025, 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. All proposed revisions to the design of this project that impact TRCA interests must be submitted for review and approval to TRCA prior to implementation of the redesigned works.
2. Prior to the registration of the Plan of Subdivision, the Owner shall provide a final M-Plan showing the lot/block lines and any required revisions to the satisfaction of the City of Vaughan and TRCA.

**Prior to Works Commencing**

3. Prior to any development and the registration of the Draft Plan of Subdivision, the Owner shall submit revised plans which provide detailed trail alignments and types, earthworks and grading, geotechnical and stabilization requirements, SWM pond planting details, and restoration, enhancement and/or compensation requirements and/or commitments, to the satisfaction of TRCA.
4. Prior to any development and the registration of the Draft Plan of Subdivision or any phase thereof, the Owner shall provide a revised "Functional Servicing and Stormwater Management Report" and submit detailed engineering reports (e.g., Stormwater Management) that describe in detail the applicable stormwater management criteria, how the proposed storm drainage system will be designed to meet stormwater management criteria, and how it will comply to TRCA requirements, to the satisfaction of TRCA. These reports shall include, but not be 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, water balance and erosion control.
  - ii. Plans illustrating how this drainage system will tie into surrounding drainage systems (i.e., identifying if it is part of an overall drainage scheme, how external flows will be accommodated, the design capacity of the receiving system).
  - iii. Provide provisions for appropriately sized Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quantity and volume of ground and surface water resources, in accordance with TRCA's current Stormwater Management Guidelines. The existing drainage patterns should be maintained, to the greatest extent possible, and the existing function of all regulated features is to be maintained, consistent with TRCA's guidelines.
  - iv. Detailed plans indicating location, orientation, size and description of all stormwater management features, including outlet structures, and all other proposed servicing facilities (e.g., infiltration trenches, etc.), grading, site

alterations, development, and infrastructure, which are required to service or facilitate the development of the subject lands, which may require a permit pursuant to Section 28.1 and Section 28.1.2 of *Conservation Authorities Act*.

- v. Design of flow dispersal measures, treatments, and plantings associated with stormwater management outlets to reduce potential erosion, impacts to the regulated natural system, and maximization of potential infiltration, to the satisfaction of the TRCA.
- vi. Detailed plans and calculations for the proposed lot-level, conveyance and end-of-pipe controls to be implemented on the site.
- vii. The integration of Low Impact Development (LID) measures and the employment of source and conveyance controls to: mimic pre-development site hydrology, overall site water balance, pre-development water budget to satisfy the CTC Source Protection Plan criteria, and feature-based water balance to the satisfaction of the TRCA.
- viii. A subsurface investigation (including assessment of groundwater levels) for the final design of site grading and stormwater management infrastructure. The recommendations of the subsurface assessment will be used to inform the final design and construction plans. Any potential impacts to the groundwater system that may result from the development must be assessed and mitigated.
- ix. Information detailing all anticipated temporary dewatering that may be required during the construction phases, including dewatering necessary for the stormwater management infrastructure, including anticipated volumes, duration, discharge locations, potential impacts to wetlands, and filtration media – as required, to the satisfaction of the TRCA, for the purposes of determining whether a TRCA permit is required.
- x. Grading plans for the subject lands. The plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to regulated natural features and associated buffers. All modifications to existing slopes must result in geotechnically-stable slopes to the satisfaction of the TRCA.
- xi. Cross-sections and details where grading and filling is proposed in, or adjacent to, the valley corridor, including detailed cross sections for any proposed retaining walls adjacent to the subject blocks. The cross-sections and details shall include, but shall not be limited to, existing and proposed grades; limits of the regulated natural features, hazards and buffers; transition to the adjacent tableland areas; interim and permanent stabilization of the slopes/disturbed areas; soil remediation; mitigation; tree protection; sediment and erosion controls; and supporting geotechnical/soils analyses to the satisfaction of TRCA.
- xii. An erosion and sediment control report and plans for the subject lands that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction. TRCA prefers separate ESC plans be prepared for each construction stage.

5. Prior to any development or registration of the Draft Plan of Subdivision, the Owner shall provide an Environmental Implementation Brief that details how all TRCA conditions, recommendations and commitments made for detailed design as part of the Block 41 Block Plan Application and MESP (File No. BL.41.2020) and Draft Plan of Subdivision Application (File No. 19T-24V001) will be or have been fulfilled, to the satisfaction of TRCA.
6. Prior to any development or registration of the Draft Plan of Subdivision, the owner shall agree to develop a Monitoring Plan consistent with the MESP (2024) to the satisfaction of the City and TRCA. The Monitoring Plan shall include: monitor qualifications, reporting procedures, monitoring requirements, mitigation measures, triggers and contingencies.
7. Prior to any development or the registration of the Draft Plan of Subdivision, the Owner shall obtain all necessary permits from TRCA pursuant to Section 28.1 and Section 28.1.2 of the *Conservation Authorities Act*, to the satisfaction of TRCA.
8. The Owner shall provide a copy of the adopted implementing zoning by-law/ministerial zoning orders to TRCA, when available, to facilitate the clearance of conditions of draft plan approval.

### **Subdivision Agreement**

9. The Owner shall agree in the subdivision agreement to convey the Open Space and associated buffer blocks to a public authority free of all costs and encumbrances, to the satisfaction of TRCA and the City.
10. The Owner shall agree in the subdivision agreement to erect a permanent fence along all blocks that abut the Open Space blocks and in other areas as may be required to protect existing and future open space lands from unauthorized entry to the satisfaction of the City and TRCA.
11. The Owner shall include the following warning clauses for all purchasers and/or tenants within the Plan abutting or in proximity of any open space blocks:
  - a. "Purchasers and/or tenants are advised that the adjacent open space may be left in a naturally vegetated condition and receive minimal maintenance."
  - b. "Purchasers and/or tenants are advised that the installation of any gate of access point from the lot to the open space is prohibited."
  - c. "Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the open space are prohibited."
12. The Owner agrees in the subdivision agreement, in wording acceptable to TRCA:
  - i. To carry out, or cause to be carried out, to the satisfaction of TRCA, the recommendations of the reports/strategies and details of the plans referenced in TRCA's conditions of draft plan approval.
  - ii. To install and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to TRCA.
  - iii. To obtain all necessary permits from TRCA pursuant to Section 28.1 and Section 28.1.2 of the *Conservation Authorities Act*, to the satisfaction of TRCA.
  - iv. To comply with the permits approved pursuant to Section 28.1 and Section 28.1.2 of *Conservation Authorities Act*, including the approved plans, reports and conditions to the satisfaction of TRCA; and
  - v. To prohibit grading works within the valley corridor and adjacent Regulated Areas unless approved by TRCA.

- vi. To prohibit retaining walls in, or adjacent to, the valley corridor and adjacent Regulated Areas unless approved by TRCA.

## **Fees**

13. The Owner provide a copy of the fully executed subdivision agreement and pay TRCA the required clearance fees and permit fees to TRCA.

⋮



Revised: May 11, 2020

**Date:** March 26, 2024

**Attention:** Kaveen Fernando

**RE:** Request for Comments

**File No.:** 19T-24V001 & Z.24.003

**Applicant:** 1212765 Ontario Limited c/o Fieldgate Development

**Location** 4330 Teston Rd

Revised: May 11, 2020

## COMMENTS:

☐

We have reviewed the Proposal and have no comments or objections to its approval.

☒

We have reviewed the proposal and have no objections to its approval, subject to the following comments (attached below).

☐

We are unable to respond within the allotted time for the following reasons (attached) you can expect our comments by \_\_\_\_\_.

☐

We have reviewed the proposal and have the following concerns (attached below)

☐

We have reviewed the proposal and our previous comments to the Town/City, dated \_\_\_\_\_, are still valid.

Alectra Utilities has received and reviewed the submitted plan proposal. This review, however, does not imply any approval of the project or plan.

The owner(s), or his/her/their agent, for this plan is/are required to contact Alectra Utilities to obtain a subdivision application form (SAF) and to discuss all aspects of the above project. The information on the SAF must be accurate to reduce unnecessary customer costs, and to provide a realistic in-service date. The information from the SAF is also used to allocate/order materials, to assign a technician to the project, and to place the project in the appropriate queue. A subdivision application form is enclosed with this request for comments.

Alectra Utilities will prepare the electrical distribution system (EDS) design for the subdivision. The subdivision project will be assigned to an Alectra Utilities design staff upon receipt of a completed SAF. The design of the subdivision can only commence upon receiving a design prepayment and the required information outlined on the SAF.

Alectra Utilities will obtain the developer(s) approval of the EDS design, and obtain the required approvals from local government agencies for EDS installed outside of the subdivision limit. Alectra Utilities will provide the developer(s) with an Offer to Connect (OTC) agreement which will specify the responsibilities of each party and an Economic Evaluation Model outlining the cost sharing arrangement of the EDS installation between both parties. The OTC agreement must be executed by both parties and all payments, letter of credits and easements received in full before Alectra Utilities can issue the design for construction.

Town Home/Semi Detached municipal and/or private developments require a minimum set back of 3.40M from the street line to any structure such as foundations, outdoor stairs, porches, columns etc..... to accommodate standard secondary service connections.

Revised: May 11, 2020

All proposed buildings, billboards, signs, and other structures associated with the development must maintain minimum clearances to the existing overhead or underground electrical distribution system as specified by the Ontario Electrical Safety Code and the Occupational Health and Safety Act.

All communication, street light or other pedestal(s) or equipment(s) must not be installed near Alectra Utilities transformers and/or switchgears. Enclosed with this request for comments are Alectra Utilities clearance standards.

Existing Alectra Utilities plant in conflict due to driveway locations or clearances to the existing overhead or underground distribution system will have to be relocated by Alectra at the Developer's cost.

We trust this information is adequate for your files.

Regards,

Mitchell Penner

Supervisor, Distribution Design-Subdivisions

**Phone:** 416-302-6215

**E-mail:** [Mitchell.Penner@alecrautilities.com](mailto:Mitchell.Penner@alecrautilities.com)

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

# **Attachment No. 6e - Conditions of Approval of Hydro One Network Inc.**

Received: May 27, 2024

**From:** [AMIN, Pranav](#)  
**To:** [Kevin Ayala Diaz](#)  
**Subject:** Vaughan - 4330 Teston Road - 19T-24V001  
**Attachments:** [image001.png](#)

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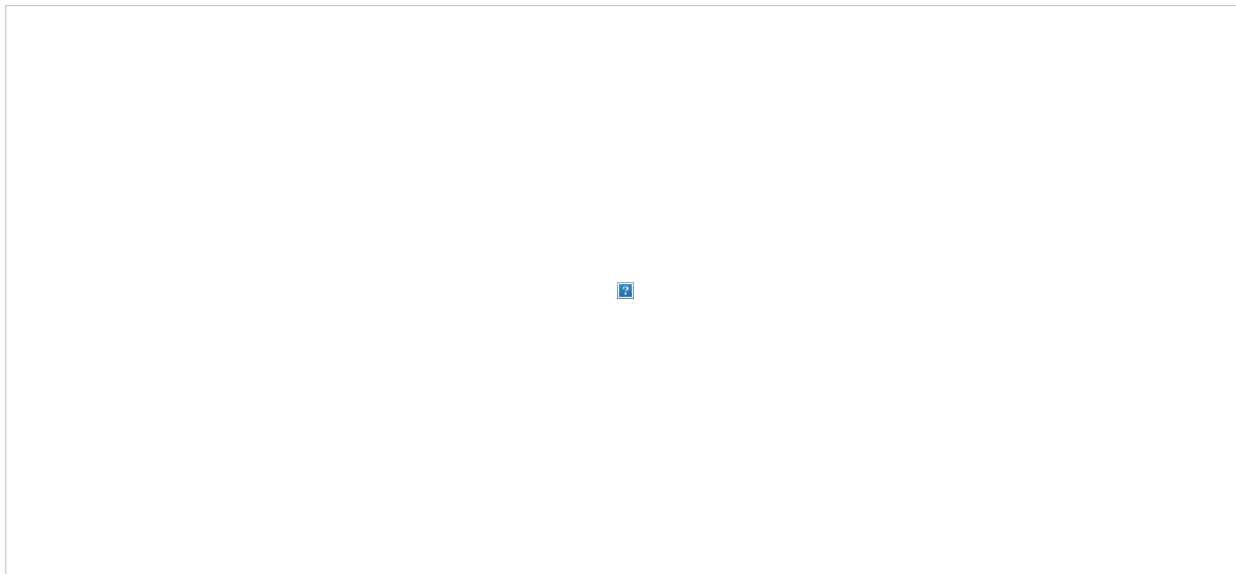
Hello,

We are in receipt of your Plan of Subdivision application, 19T-24V001 dated March 18<sup>th</sup>, 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](mailto:subdivision@Hydroone.com) or 1-866-272-3330.

To confirm if Hydro One is your local distributor please follow the following link:  
<http://www.hydroone.com/StormCenter3/>

Please select " Search" and locate address in question by entering the address or by zooming in and out 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](mailto: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](mailto:Dennis.DeRango@HydroOne.com)



Received: May 21, 2024

**From:** [PrimeCities](#)  
**To:** [Kaveen Fernando](#)  
**Subject:** [External] ZBLA (Z.24.003) and Draft Plan of Subdivision (19T-24V001), 4330 Teston Rd., Vaughan  
**Date:** Thursday, March 21, 2024 4:26:44 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.



**3/21/2024**

**Kaveen Fernando**

**Vaughan  
Vaughan (City)**

**Attention: Kaveen Fernando**

**Re: ZBLA (Z.24.003) and Draft Plan of Subdivision (19T-24V001), 4330 Teston Rd., Vaughan; Your  
File No. Z.24.003,19T-24V001**

**Our File No. DTS: 38698 / Circ: 41000**

Dear Sir/Madam,

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

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

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

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

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

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

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

**Concluding Remarks:**

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

received by the Municipality and/or recirculations.

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

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

Should you have any questions, please contact the undersigned.

Yours Truly,

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

Juan Corvalan

Senior Manager - Municipal Liaison

Email: [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca).



Received: March 21, 2024

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

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](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,

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

**Casey O'Neil**

Sr Analyst Municipal Planning  
Engineering

ENBRIDGE  
TEL: 416-495-5180  
500 Consumers Rd, North York, ON M2J1P8  
[enbridge.com](http://enbridge.com)  
Safety. Integrity. Respect. Inclusion.

## **Attachment No. 6h) - Conditions of Approval of Canada Post**

Received: March 21, 2024

DELIVERY PLANNING  
200 – 5210 BRADCO BLVD  
MISSISSAUGA, ON L4W 2G7  
[CANADAPOST.CA](https://canadapost.ca)

March 21, 2024

City of Vaughan – Planning Department

To: Kaveen Fernando, Planner, Development Planning

Reference: File: **19T-24V001 & Z.24.003** Related file: **N/A**  
**4330 Teston Road**

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 210 residential dwellings, consisting of 170 detached homes and 40 townhomes for this Development Application amendment and 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](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



March 31, 2024

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

Dear Kaveen:

**Re: File Number: Z.24.003 & 19T-24V001**  
**Owner: 1212765 Ontario Limited c/o Fieldgate Development**  
**Location: 4330 Teston Road**

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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 3S5  
yorkcirculations@rci.rogers.com