

ATTACHMENT NO. 1

**CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-17V002 (THE 'PLAN')
G. FARRUGGIO ET AL. ('THE OWNER')
PART LOT 30, CONCESSION 8, CITY OF VAUGHAN**

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

The Owner shall satisfy the following Conditions of Approval:

1. The Conditions of Approval of the City of Vaughan as set out in Attachment No. 1a).
2. The Conditions of Approval of York Region set out in Attachment No. 1b) and dated August 21, 2017.
3. The Conditions of Approval of the Toronto and Region Conservation Authority as set out in Attachment No. 1c) and dated October 22, 2020.
4. The Conditions of Approval from Hydro One Networks Inc. as set out in Attachment No. 1d) and dated April 6, 2017.
5. The Conditions of Approval from Bell Canada as set out in Attachment No. 1e) and dated September 24, 2020.
6. The Conditions of Approval from Canada Post as set out in Attachment No. 1f) and dated September 28, 2020.
7. The Conditions of Approval from Enbridge Gas Inc. as set out in Attachment No. 1g) and dated April 10, 2017.
8. The Conditions of Approval from Alectra Utilities as set out in Attachment 1h) and dated April 4, 2017.

Clearances

1. The City shall advise that the Conditions in Attachment No. 1a) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

2. York Region shall advise that the Conditions in Attachment No. 1b) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
3. Toronto and Region Conservation Authority shall advise that the Conditions in Attachment No. 1c) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
4. Hydro One shall advise that the Conditions in Attachment No. 1d) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
5. Bell shall advise that the Conditions in Attachment No. 1e) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
6. Canada Post shall advise that the Conditions in Attachment No. 1f) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
7. Enbridge shall advise that the Conditions in Attachment No. 1g) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
8. Alectra Utilities shall advise that the Conditions in Attachment 1h) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

ATTACHMENT No. 1a)

**CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL
DRAFT PLAN OF SUBDIVISION FILE 19T-17V002 (THE 'PLAN')
G. FARRUGGIO ET AL. ('THE OWNER')
PART LOT 30, CONCESSION 8, CITY OF VAUGHAN**

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

CITY OF VAUGHAN CONDITIONS

1. The Plan shall relate to the Draft Plan of Subdivision, prepared by Brutto Consulting Ltd., dated September 2020, (the 'Plan').
2. The lands within this Plan shall be appropriately zoned by a Zoning By-law, which has come into effect in accordance with the provisions of the *Planning Act*.
3. The Owner shall pay any and all outstanding application fees, and landscape review and inspection fees to the Development Planning Department in accordance with the in-effect Tariff of Fees By-law.
4. The Owner shall enter into a Subdivision Agreement with the City of Vaughan to satisfy all conditions, financial or otherwise of the City, with regard to such matters as the City may consider necessary, including payments of development levies, the provisions of roads and municipal services, landscaping and fencing. The said agreement shall be registered against the lands to which it applies.
5. The Owner shall agree to remove any driveways and buildings on within the Plan, which are not approved to be maintained as part of the Plan; any modifications to off-site driveways required to accommodate this Plan shall be coordinated and completed at the cost of the Owner.
6. The Owner shall dedicate land and/or pay to Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland equivalent to 5% of the value of the subject lands, prior to the issuance of a Building Permit, in accordance with the *Planning Act* and the City's Cash-in-Lieu of Parkland Policy. The Owner shall submit an appraisal of the Subject Lands, in accordance with Section 42 of the *Planning Act*, prepared by an accredited appraiser for approval by the Real Estate Department, and the approved appraisal shall form the basis of the cash-in-lieu payment.

7. Should archaeological resources be found on the property during construction activities, all work must cease, and the Ontario Ministry of Tourism, Culture and Sport and the City of Vaughan's Development Planning Department, Urban Design and Cultural Heritage Division shall be notified immediately.
8. In the event that human remains are encountered during construction activities, the Owner must immediately cease all construction activities. The Owner shall contact the York Regional Police Department, the Regional Coroner and the Registrar of the Cemeteries Regulation Unit of the Ministry of Government and Consumer Services.
9. An updated Block 55 Plan shall be provided to the satisfaction of the Policy Planning and Environmental Sustainability Department.
10. 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. 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. The Owner shall not remove trees without written approval by the City. The Owner shall enter into a tree protection agreement in accordance with City Council enacted Tree By-law 052-2018.
11. Prior to the landscape plan review by Urban Design staff, a fee shall be provided by the Owner to the Development Planning Department in accordance with the. Tariff of Fees for Vaughan Planning Applications – Landscape Plan Review.
 - a) This fee will include staff's review and approval of proposed streetscaping/ landscaping within the development (including but not limited to urban design guidelines, landscape master plan, architectural design guidelines, perfect submission landscape architectural drawings, stormwater management pond planting plans, natural feature edge restoration/management plans), and tree inventory/preservation/removals plans; and
 - b) A fee will be applied for each subsequent inspection for the start of the guaranteed maintenance period and assumption of the development by the City of Vaughan.
12. The Owner shall agree in the Subdivision Agreement to the following:

- a) All development shall proceed in accordance with the Council approved Block 55 East Kleinburg Summit Architectural Design Guidelines prepared by John G. Williams Limited, Architect;
 - b) 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;
 - c) 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
 - d) 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.
13. The Owner shall agree in the Subdivision Agreement that all development shall proceed in accordance with the approved Block 55 East Kleinburg Summit Landscape Master Plan prepared by Cosburn Nauboris Ltd. Landscape Architects, including but not be limited to the following issues:
- a) Co-ordination of the urban design/streetscape elements including lot fabric, built form, fencing treatments, and street tree planting;
 - b) Edge restoration along open space Blocks 24 and 25;
 - c) The appropriate landscaping within the stormwater management pond Block 23;
 - d) The appropriate landscaping and streetscaping treatment within landscape Block 22 (abutting the Ontario Hydro Easement's open space corridor); and
 - e) Trail system and network within the open space lands, Ontario Hydro Easement open space corridor, and storm water management pond block.
14. Prior to final approval, the Owner shall agree in the Subdivision Agreement that all development shall proceed in accordance with the City of Vaughan Sustainability Metrics program. The program shall present a set of metrics to quantify the sustainability performance of new development projects.

15. Prior to final approval, the Owner shall provide a buffer block abutting the open space lands in accordance with TRCA policies along residential lots.
16. 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 8 metre zone inside the staked edges, and areas where the open space and valley edges are disturbed, assessment of significant trees to be preserved and proposed methods of edge management and/or remedial planting shall be included. The Owner shall not remove any vegetation without written approval by the City.

The Owner shall provide a report for a 20 metre zone within all staked open space edges to the satisfaction of the TRCA and City, which identifies liability and issues of public safety and recommends woodlot/forestry management practices and removal of hazardous and all other trees as identified to be removed prior to assumption of the subdivision.

17. 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 that abut storm water management pond Block 23, open space Block 25 and associated buffer Block 24.
18. The Owner shall agree in the subdivision agreement to erect an appropriate fence barrier along the limits of the residential lots that abut the Ontario Hydro Easement open space corridor, to the satisfaction of the City.
19. The Owner shall agree in the subdivision agreement to erect an appropriate fence barrier along limits of the residential lots that abut the "Other lands owned by Applicant", to the satisfaction of the City.
20. The Owner shall agree in the subdivision agreement to erect permanent wood fence treatments for flanking residential lots and residential blocks; to be co-ordinated with the environmental noise report and architectural design guidelines.
21. The Owner shall convey landscape Block 22 to the City free of all cost and encumbrances.
22. The Owner shall convey open space Blocks 24 and 25 to the TRCA or the City free of all cost and encumbrances.
23. 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

24. The subdivision agreement shall include the following clauses regarding endangered species and migratory birds:
- a) The City has Species at Risk within its jurisdiction which are protected under the *Endangered Species Act, 2007*, S.O. 2007. The Owner is required to comply with Ministry of Natural Resources and Forestry and/or Ministry of the Environment, Conservation and Parks regulations and guidelines to protect these species at risk and their habitat. The Owner acknowledges that, notwithstanding any approvals made or provided by the City in respect to the Plan or the related Plan of Subdivision Agreement, the Owner must comply with the provisions of the *Act*.
 - b) The Owner is required to abide by the *Migratory Birds Convention Act, 1994* regulated by Environment and Climate Change Canada. The *Migratory Birds Convention Act* regulations protect migratory birds, their eggs and nests from hunting, trafficking, and commercialization and, prohibits the destruction of bird habitat (nests). The City of Vaughan bird breeding window is April 1 to August 31. If the Owner proposes to remove trees within this timing window, nest surveys are required to confirm there are no active bird nests.
25. Prior to final approval of the Plan, the Owner shall provide a parkland dedication chart showing sufficient information to demonstrate parkland dedication calculations to the City's satisfaction. The parkland dedication chart shall be used for valuating, determining, and identifying the total amount of final parkland conveyance or payment representing the cash-in-lieu of parkland dedication to the City based on developable lands of the individual landowners and/or the development group.
26. Prior to final approval of the Plan, the Owner shall provide correspondence from the Block 55 Land Owners Group (LOG) Trustee confirming that the Owner is in good standing and is accounted for in the overall parkland dedication calculations, the planned land use and density and that all cash-in-lieu and parkland dedication requirements have been satisfied.
27. That prior to the execution of the subdivision agreement, the Owner shall design and agree to construct a multi-use community recreational trail in accordance with approved Landscape Master Plan, Streetscape and Urban Design Guidelines, to the satisfaction of and at no cost to the City. Detailed drawings will be developed as part of perfect subdivision engineering drawings. The Owner shall agree to convey into public ownership lands within which the multi-use recreational trail shall be located and constructed. As per the Draft Plan (revision 3) prepared by Brutto Consulting, dated September 2020, the sidewalk adjacent to Silver Morning Court has been located on the south side. Parks Infrastructure

Planning and Development ('PIPD') staff can confirm the sidewalk placement on the south side of Silver Morning Court is preferable.

28. That prior to the execution of the subdivision agreement, the Owner shall design and agree to construct a 3 metre wide asphalt pathway connecting the SWM pond pathways (Block 23) to the multi-use community recreational trails within the adjacent Hydro block to the east.
29. The Owner shall cause the following warning clauses related to timing to park development, trails, associated lighting noise and disturbance be included in a schedule of all Offers of Purchase and Sale, or Lease for all lots/blocks withing the Plan:
 - "Purchasers and/or tenants are advised that the parkland may not be fully developed at the time of occupancy. The timing of development, phasing and programming of parkland is at the discretion of the City."
 - "Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the park, open space, woodlot and/or storm water management facility are prohibited."
 - "Purchasers and/or tenants are advised that the lot abuts a stormwater pond/open space 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."
30. 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 Plan, to the satisfaction of the City.
31. Prior to final approval of the Plan, the Owner shall provide confirmation that satisfactory arrangements have been made with a suitable telecommunication provider to provide their services underground at the approved locations and to the satisfaction of the City. The Owner shall provide a copy of the fully executed subdivision agreement to the appropriate telecommunication provider.
32. Prior to final approval of the Plan, the Owner shall permit any telephone or telecommunications service provider to locate its plant in a common trench within the proposed Plan of Subdivision prior to release of the plan for registration, provided such service provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

33. 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.
34. 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.
35. 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.
36. Prior to final approval of the Plan, and/or the 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; and
 - d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.

37. Prior to the conveyance of land and/or the release of the 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 the 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); and
 - d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
38. Prior to the initiation of the grading or striping of topsoil and final approval, the Owner shall submit a topsoil storage plan detailing the location, size, slopes stabilization methods and time period, for 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 any park blocks.
39. The Owner shall convey, free of all costs and encumbrances, the required stormwater management pond (Block 23) based on the updated/revised Stormwater Management ('SWM') report to accommodate the required stormwater management controls, that may include additional lands and/or changes to the lotting pattern, to the satisfaction of the City.

40. The Owner shall cause the following warning clauses to be included in a schedule of all Offers of Purchase and Sale, or Lease for all lots/blocks withing the Plan:

- a) abutting or in proximity of any open space, valleylands, woodlots or stormwater facility:

“Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance.”

- b) street ending in a dead end.

“Purchasers and/or tenants are advised that the Silver Morning Court, ending in a temporary hammerhead turn-around or cul-de-sac will be extended in the future to facilitate development of adjacent lands without further notice.”

- c) encroachment and/or dumping

“Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to parks, open space, woodlot and/or storm water management facility are prohibited.”

- d) gate of access point

“Purchasers and/or tenants are advised that the installation of any gate of access point from the lot to the school site, open space, stormwater management facility, watercourse corridor, woodlot, and/or park is prohibited.”

- e) infiltration trench

“Purchasers and/or tenants are advised that their rear yard lot area has been design to incorporate an infiltration trench or soak-away pit system to achieve groundwater balance. It is the responsibility of the homeowner to maintain the infiltration trench or soak-away pit systems in good operating condition, which may include periodic cleaning of the rear yard catch basin. No planting activity or structures are permitted on the infiltration trenches and soak-away pits”.

- f) Hydro Corridor

“Purchasers and/or tenants are advised that Hydro One Networks Inc. or its assigns or successors in interest, may upgrade or remove and replace towers at any time at their discretion, and will not be responsible for any

complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way.”

41. 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; and
 - e) If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision, 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 hydro geologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the municipal watermain system.
42. Prior to final approval of the Plan, the Owner shall submit an updated Transportation Management Plan (TMP) to the satisfaction of the City.
43. 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.

44. Prior to final approval of the Plan, the Owner shall enter into a Developers' Group Agreement with the other participating landowners within Block 55 East to the satisfaction of the City. The agreement shall be regarding but not limited to all cost sharing for the provision of parks, cash-in-lieu of parkland, roads and municipal services within Block 55 East. This agreement shall also include a provision for additional developers to participate with the Developers' Group Agreement when they wish to develop their lands.
45. Prior to final approval of the Plan, the Trustee for the Block 55 East Landowners Group shall provide the City with a letter confirming the Owner has fulfilled all cost sharing and other obligations of the Block 55 East Cost Sharing Agreement.
46. The Owner shall agree in the subdivision agreement to provide information on sustainable transportation, via various media, to all purchasers and/or tenants within the Plan, including pedestrian, cycling facilities, transit routes, roundabouts, and carpooling and park-and-ride facilities (if applicable) to the satisfaction of the Development Engineering Department.
47. Prior to final approval of the Plan, the Owner shall submit an environmental noise report to the City for review and approval. The preparation of the noise report shall include the ultimate traffic volumes associated with the surrounding road network to according to the Ministry of Environment Guidelines. The Owner shall convey any required buffer block(s) for acoustic barrier purposes, free of all costs and encumbrances, to the satisfaction of the City. The Owner shall agree in the subdivision agreement to carry out, or cause to carry out, the recommendations set out in the approved noise/vibration report to the satisfaction of the City.
48. 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.
49. The Owner shall agree in the subdivision agreement to conduct a pre-construction survey which shall include, but not limited to, an inventory of the existing municipal right-of-way of First Nations Trail. The Owner shall provide a copy of this pre-construction survey to the City prior to commencement of construction. All driveways, fences, trees, and any other private properties damaged during construction to be replaced/reinstated to original conditions or better at the Owner's expense, to the satisfaction of the City.

50. The Owner shall agree in the subdivision agreement to decommission any existing wells and driveways on the Plan in accordance with all applicable provincial legislation and guidelines and to the satisfaction the City.
51. The road allowances included within this Plan shall be dedicated as public roads without monetary consideration and free of all encumbrances.
52. The road allowances included within this Plan shall be named to the satisfaction of the City and the Regional Planning Department.
53. The road allowances included in the Plan shall be designed in accordance with the City's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 metre reserves. The pattern of streets and the layout of lots and blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
54. 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.
55. 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.
56. Prior to final approval of the Plan, the Owner shall provide easements as may be required for utility, drainage or construction purposes shall be granted to the appropriate authority(ies), free of all charge and encumbrance.
57. Prior to final approval, a soils report prepared at the Owner's expense shall be submitted to the City for review and approval. The Owner shall agree in the subdivision agreement to carry out, or cause to carry out, the recommendations including pavement design structure for ideal and non-ideal conditions to the satisfaction of the City.
58. Prior to the initiation of grading, and prior to the registration of this Plan or any phase thereof, the Owner shall submit 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 draft plan, which report shall include:

- a) plans illustrating how this drainage system will tie into surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system;

- b) The location and description of all outlets and other facilities;
- c) storm water management techniques which may be required to control minor or major flows; and
- d) proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction.

The Owner shall agree in the subdivision agreement to carry out, or cause to carry out, the recommendations set out in any and all of the aforementioned reports to the satisfaction of the City.

- 59. The Owner shall agree in the subdivision agreement that no building permits will be applied for or issued until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the Plan.
- 60. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost any external municipal services, temporary and/or permanent built or proposed, that have been designed and oversized by others to accommodate the development of the Plan.
- 61. 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.
- 62. 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.
- 63. 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.
- 64. 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.

65. 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 the planting of trees on City boulevards in front of residential units is a requirement of the City and a conceptual location Plan is included in the subdivision agreement. 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.

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 purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of the residential dwelling."

- b) "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 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."

- c) Purchasers and/or tenants are hereby put on notice that the Telecommunications Act, the Innovation, Science and Economic Development Canada ('ISED') and the Canadian Radio-television and Telecommunications Commission ('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."

- d) Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by City of Vaughan By-law 1-88, as amended, as follows:

- i. The maximum width of a driveway shall be 6 metres measured at the street curb, provided circular driveways shall have a maximum combined width of 9 metres measured at the street curb.

- ii. Driveway in either front or exterior side yards shall be constructed in accordance with the following requirements:

Lot Frontage	Maximum Width of Driveway
6 - 6.99m ¹	3.5m
7 - 8.99m ¹	3.75m
9 – 11.99m ¹	6.0m
12 m and greater ²	9.0m

¹The Lot Frontage for Lots between 6 – 11.99m shall be comprised of a Minimum of 33% Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2.

²The Lot Frontage for Lots 12m and greater shall be comprised of a Minimum of 50% Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2.”

- e) "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."
- f) "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."
- g) "Purchasers and/or tenants are advised that fencing and/or noise attenuation features along the lot lines of lots and blocks abutting public lands, including public highway, laneway, walkway or other similar public space, is a requirement of this subdivision agreement and that all required fencing and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3m reserve, as shown on the Construction Drawings."
- h) "The City has taken a Letter of Credit from the Owner for security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is not a requirement of this subdivision agreement."
- i) "Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks abutting public lands is a requirement of this subdivision agreement and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations,

completely on private lands and totally clear of any 0.3 metre reserve, as shown on the Construction Drawings.

The City has taken a Letter of Credit from the Owner 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 rights-of-way 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.”

- j) “Purchasers and/or tenants are advised that this plan of subdivision is designed to include rear lot catch basins. The rear lot catch basin is designed to receive and carry only clean stormwater. It is the homeowner’s responsibility to maintain the rear lot catch basin 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 catch basin. The rear lot catch basins are shown on the Construction Drawings and the location is subject to change without notice.”
- k) “Purchasers and/or tenants are advised that the Owner has made a contribution towards recycling containers for each residential 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.

- 66. The Owner shall cause the following to be displayed on the interior wall of the sales office, information approved by the City of Vaughan, prior to offering any

units for sale, to be monitored periodically by the City. No Building Permit(s) shall be issued for a sales office or model home, or a residential unit until such information is approved by the City of Vaughan.

- the Block Plan for the broader area, showing surrounding land uses, arterials/highways, railways, and hydro lines, etc.
- the location of street utilities, community mailboxes, entrance features, fencing and noise attenuation features, together with the sidewalk plan approved in conjunction with draft plan approval
- the location of parks, open space, stormwater management facilities and trails. the location of institutional uses, including schools, places of worship, community facilities
- the location and type of commercial sites
- colour-coded residential for singles, semis, multiples, and apartment units
- the following notes in BOLD CAPITAL TYPE on the map:

"For further information, on proposed and existing land uses, please call or visit the City of Vaughan, Development Planning Department, at 2141 Major Mackenzie Drive, L6A 1T1; (905)832- 8585."

"For detailed grading and berming information, please call the developer's engineering consultant, (name) at * ".

"This map is based on information available as of (date of map) and may be revised or updated without notification to purchasers."

[In such circumstances, the Owner is responsible for updating the map and forwarding it to the City for verification.]

67. Where the Owner proposes to proceed with the construction of a model home(s) prior to registration of the Plan, the Owner shall enter into an agreement with the City, setting out the conditions, and shall fulfill relevant conditions of that agreement prior to issuance of a Building Permit.
68. Prior to the transfer of any lot or block on the Plan, the Owner shall submit to the City satisfactory evidence that the appropriate warning clauses required by the Subdivision Agreement have been included in the Offers of Purchase and Sale or Lease for such lot or block.

Attachment No. 1b) - York Region



Corporate Services
File No.: 19T-17V02
Refer To: Justin Wong

August 21, 2017

Mr. Mauro Peverini
Director of Development Planning
City of Vaughan
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1

Attention: Letizia D'Addario, Planner

**Re: Draft Plan of Subdivision 19T-17V02
Part of West Half of Lot 30, Concession 9
(Giovanni Farruggio et al.)
City of Vaughan**

York Region has now completed its review of the above noted draft plan of subdivision prepared by Brutto Consulting Ltd., Project No. 13-226, last revised April 27, 2015. The proposed development is located south of Kirby Road and west of Kipling Avenue, in the City of Vaughan. The draft plan of subdivision consists of 20 single detached units and blocks for open space, open space buffers, stormwater management, landscape, reserves and right-of-ways, within a 2.522 ha site.

Sanitary Sewage and Water Supply

This development is within the Maple North wastewater area and will be serviced from the Kleinberg Water Pressure District.

Residential development requires servicing capacity allocation prior to final approval. If the City of Vaughan does not grant this development allocation from the existing capacity assignments to date, the development may require additional Regional infrastructure based on conditions of future capacity assignment, which may include:

- Duffin Creek WPCP Outfall Modification – 2021 pending the outcome of the Class EA
- Other projects as may be identified in future studies.

The timing of the above infrastructure is the current estimate and may change as each infrastructure project progresses and is provided for information purposes only.

Based on our understanding of the plan provided, the wastewater and water servicing for the subject development is by way of connection to City of Vaughan's wastewater and water infrastructure which will be constructed with 19T-13V09 (Monarch Castlepoint Kipling North Development Ltd.) and 19T-14V11 (1539028 Ontario Inc.).

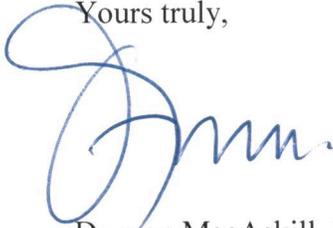
There is no Regional water or wastewater infrastructure in the vicinity of the development.

Summary

York Region has no objection to draft plan approval of the plan of subdivision subject to the attached Schedule of Conditions. We request a copy of the notice of decision, draft approved plan, and the conditions of draft approval should the plan be approved.

Should you have any questions regarding the above or the attached conditions please contact Justin Wong, Planner, at extension 71577 or through electronic mail at justin.wong@york.ca.

Yours truly,



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

JW/

Attachment (1) Schedule of Conditions

Schedule of Conditions
19T-17V02
Part of West Half of Lot 30, Concession 9
(Giovanni Faruggio et al.)
City of Vaughan

Re: Brutto Consulting Ltd., Project No. 13-226, last revised April 27, 2015

1. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Vaughan and York Region.
2. York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the City of Vaughan for the development proposed within this draft plan of subdivision or any phase thereof. Registration of the plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.
3. The Owner shall agree in the Subdivision Agreement that 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.
4. Prior to final approval, an electronic copy of the engineering drawing(s) showing the layout of the watermains and sewers shall be submitted to the Community Planning and Development Services Division and Infrastructure Asset Management Branch for record.
5. Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
6. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.
7. The Regional Corporate Services Department shall advise that Conditions 1 to 6 inclusive, have been satisfied.

Attachment No. 1c) - Toronto and Region Conservation Authority



October 22, 2020

CFN 57151
EX REF CFN 49623

SENT BY E-MAIL (Jennifer.kim@vaughan.ca)

Jennifer Kim
Development Planning Department
City of Vaughan
2141 Major Mackenzie Drive
Vaughan, Ontario L6A 1T1

Dear Ms. Kim:

**Re: 4th Circulation
Draft Plan of Subdivision Application 19T-17V002
Zoning By-law Amendment Application Z.17.007
5315 Kirby Road
Within Block 55 East
Part of Lot 30, Concession 9
City of Vaughan, Regional Municipality of York
Giovanni Faruggio et al.**

Further to our previous correspondence, which was provided by email on August 30, 2019, this letter provides confirmation that Toronto and Region Conservation Authority (TRCA) staff received the 4th formal submission of the above noted applications on October 9, 2020. A list of the materials reviewed by TRCA can be found in Appendix 'A' of this letter.

Application-Specific Comments

Based on a review of the materials submitted with the current circulation, TRCA staff are satisfied that our previous comments related to the stormwater management design and flood plain mapping details have been adequately addressed.

Recommendations

Based on the above, TRCA has no objection to the approval of Draft Plan of Subdivision 19T-17V002, subject to the conditions listed in Appendix 'B'.

TRCA's comments on Zoning By-law Amendment Application Z.17.007 can be found within the conditions of draft plan approval.

Should any revisions to Draft Plan of Subdivision Application 19T-17V007 or Zoning By-law Amendment Application Z.17.007 be proposed now or in the future, TRCA staff asks to be given the opportunity to amend our conditions and comments accordingly.

Please provide the Notice of Decision for both the draft plan of subdivision and zoning by-law amendment once they are approved.

Fees/Timing

Please note that this project will be subject to a clearance fee at the time of clearance, which will be based on the fee schedule in effect at that time.

At the time of requesting clearance of TRCA conditions of draft plan approval, we ask that the applicant submit their request in writing to TRCA offices a minimum of **90 days** in advance of expected registration. Additional time may be required in cases where open space lands are to be dedicated into public ownership, and/or Ontario Regulation 166/06 permits are required from TRCA (i.e., grading and servicing, SWM ponds, infrastructure works). We ask that the applicant consider these requirements and take into consideration the required timelines prior to the submission of draft plan clearance requests.

We trust these comments are of assistance. Should you have any questions, please contact me at extension 5743, or at stephen.bohan@trca.ca

Sincerely,



Stephen Bohan
Planner

Development Planning and Permits | Development and Engineering Services

Copy: Nicholas Cascone, City of Vaughan (nicholas.cascone@vaughan.ca)

Appendix 'A' – List of Materials Reviewed

The following materials were received by TRCA on October 9, 2020

- Comment Response Matrix – 3rd Submission Comment Checklist, prepared by Brutto Consulting, not dated.
- Drawing No. A100, Draft Plan of Subdivision 19T-17V002, Part of Lot 30 Concession 9, City of Vaughan, Regional Municipality of York, prepared by Brutto Consulting, revision no. 3 dated September 2020.
- Plan of Survey of Part of Lot 30, Concession 8, City of Vaughan, Regional Municipality of York, prepared by Guido Papa Surveying, dated April 3, 2020.
- Preliminary Plan of Subdivision of Part of Lot 30, Concession 8, City of Vaughan, Regional Municipality of York, prepared by Guido Papa Surveying, dated June 12, 2019.
- Stormwater Management Compliance and Servicing Analysis – Farruggio and Greco Draft Plans of Subdivision, Kleinburg Summit, prepared by SCS Consulting Group Limited, dated July 23, 2020.
- Draft Zoning By-Law, prepared by Proponent, not dated.

Appendix 'B' – TRCA's Conditions of Draft Plan Approval and Comments on Zoning By-law Amendment Application

TRCA's Conditions of Draft Plan Approval

TRCA has no objection to the approval of Draft Plan of Subdivision 19T-17V002, Part of Lot 30, Concession 9, City of Vaughan, Regional Municipality of York, prepared by Brutto Consulting, revision no. 3 dated September 2020, subject to the following conditions:

1. That prior to topsoil stripping and prior to the registration of this plan or any phase thereof, the Owner shall submit a detailed engineering report and plans to the satisfaction of TRCA for any proposed topsoil stripping in the plan area. This submission shall include:
 - a. Detailed plans illustrating the topsoil stripping proposal, including but not limited to the locations, staging and methodology.
 - b. An erosion and sediment control report and plans for the subject lands that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after topsoil stripping.
2. That prior to site alteration (with the exception of topsoil stripping) and prior to the registration of this plan or any phase thereof, the Owner shall submit a detailed engineering report (or reports) and plans to the satisfaction of TRCA in accordance with the Block Plan Resubmission - Revised, Block 55 East, Kleinburg Summit Community, Volumes 1 and 2, prepared by Malone Given Parsons Ltd. et al., dated June 2014, as amended by Stormwater Management Compliance and Servicing Analysis – Farruggio and Greco Draft Plans of Subdivision, Kleinburg Summit, prepared by SCS Consulting Group Limited, dated July 23, 2020, as may be further amended to the satisfaction of TRCA and the City of Vaughan. This submission shall include:
 - a. A description of the storm drainage system (quantity and quality) for the proposed development.
 - b. Plans illustrating how the 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.
 - c. Appropriate stormwater management techniques which may be required to control minor and major flows.
 - d. Appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it relates to the natural system, both aquatic and terrestrial.
 - e. Detailed plans and calculations for the proposed lot-level, conveyance, and end-of-pipe controls to be implemented on the site.
 - f. Proposed measures to mitigate the potential erosive impacts of development on the natural system, both on and off-site.
 - g. Proposed measures to promote infiltration and maintain water balance for the plan area.

- h. Proposed measures to maintain feature-based water balance and to mitigate impacts to those natural features that have been assessed to be potentially impacted by the development.
 - i. A subsurface investigation (including assessment of groundwater levels) at the location of the stormwater management pond and for the final design of site grading and house basement elevations. The recommendations of the subsurface assessment will be used to inform the final design and construction plans.
 - j. An evaluation that addresses the need for groundwater dewatering during construction, including but not limited to details for its disposal, potential impacts to natural features due to groundwater withdrawal, mitigation and any permitting requirements.
 - k. Grading plans for the subject lands.
 - l. Cross-sections and details where grading is proposed in, or adjacent to, the Stormwater Management Block (Block 23), Open Space and Buffers (Blocks 24 – 25) and the “Other Lands Owned by Applicant”, including but not limited to existing and proposed grades, limits of the natural features and hazards, buffers, transition to the development lands, interim stabilization of the slopes/disturbed areas, mitigation, and supporting geotechnical/soils analyses.
 - m. 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.
 - n. The location and description of all outlets and other facilities or works which may require permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended.
3. That prior to topsoil stripping and prior to the registration of this plan or any phase thereof, the Owner prepare a tree protection and preservation plan for the site to the satisfaction of TRCA. The Vegetation Community Preservation Report, Block 55 East – Kleinburg Summit, prepared by Aboud & Associates Inc., dated January 15, 2014, can be used as a basis for the detailed tree protection and preservation plan, but would need to be updated to reflect the most up-to-date development limits and proposed areas of disturbance. The recommendations of the tree protection and preservation plan shall be implemented by the Owner to the satisfaction of TRCA prior to topsoil stripping.
 4. That prior to topsoil stripping, the Owner initiate and continue to undertake the monitoring programs outlined in the Master Environmental Servicing Plan, prepared by SCS Consulting Group Ltd., dated June 2014, as may be amended to the satisfaction of TRCA and the City of Vaughan, which includes but is not limited to the submission of monitoring reports and mitigation and adaptive management plans where negative impacts are anticipated or have occurred as a result of development in the plan area, to the satisfaction of TRCA and the City of Vaughan.
 5. That prior to the registration of this plan or any phase thereof, the Owner prepare comprehensive edge management plans/restoration planting plans to the satisfaction of TRCA

for the Open Space and Buffers (Blocks 23 – 24), the noted compensation areas (Compensation Area #1 and #2) and the “Other Lands Owned by Applicant”.

6. That prior to the registration of this plan or any phase thereof, the Owner prepare planting plans for the Stormwater Management Block (Block 23) to the satisfaction of TRCA.
7. That prior to the registration of this plan or any phase thereof, the Owner prepare a plan that addresses the removal and restoration of historical, man-made intrusions in the Open Space and Buffers (Blocks 24 – 25) and “Other Lands Owned by Applicant” to the satisfaction of TRCA, which must include but is not limited to the removal of paths, culverts, structures, fences, debris, etc. and the restoration of these areas to a natural state.
8. That prior to the registration of this plan or any phase thereof, the Owner obtain all necessary permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended, to the satisfaction of TRCA.
9. That the Open Space and Buffer (Blocks 24 - 25) and “Other Lands Owned by Applicant” be dedicated to TRCA or the City of Vaughan, free of all charges and encumbrances, to the satisfaction of TRCA.
10. That the implementing zoning by-law recognize the Stormwater Management block (Block 23) and the Open Space and Buffers (Blocks 24 - 25) in an open space, or other suitable environmental zoning category, which has the effect of prohibiting development, to the satisfaction of TRCA.
11. That the Owner provide a copy of the approved implementing zoning by-law to TRCA, when available, to facilitate the clearance of conditions of draft plan approval.
12. That the Owner agrees in the subdivision agreement, in wording acceptable to TRCA:
 - a. 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.
 - b. To carry out, or cause to be carried out, to the satisfaction of TRCA, the monitoring programs outlined in the Master Environmental Servicing Plan, prepared by SCS Consulting Group Ltd., dated June 2014, as may be amended to the satisfaction of TRCA and the City of Vaughan, which includes but is not limited to the submission of monitoring reports and mitigation and adaptive management plans where negative impacts are anticipated or have occurred as a result of development in the plan area, to the satisfaction of TRCA and the City of Vaughan. The Owner agrees to carry out, or cause to be carried out, the mitigation and adaptive management plans to the satisfaction of TRCA and the City of Vaughan.
 - c. 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.

- d. To obtain all necessary permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended, to the satisfaction of TRCA.
 - e. To comply with the permits approved under Ontario Regulation 166/06, as may be amended, including the approved plans, reports and conditions to the satisfaction of TRCA.
 - f. To erect a permanent fence along all residential lots and blocks that abut the Open Space and Buffers (Blocks 24 – 25), the “Other Lands Owned by Applicant” and in other areas as may be required to the satisfaction of TRCA to protect existing and future open space lands from unauthorized/non-programmed entry.
 - g. To prohibit grading works within the Open Space and Buffers (Blocks 24 - 25) and “Other Lands Owned by Applicant” unless approved by TRCA.
 - h. To prohibit retaining walls in or adjacent to the Open Space and Buffers (Blocks 24 – 25) and “Other Lands Owned by Applicant” unless approved by TRCA.
13. That this draft plan of subdivision be subject to red-line revision(s) in order to meet the requirements of TRCA’s conditions of draft plan approval, if necessary, to the satisfaction of TRCA.
14. That the Owner provide a copy of the fully executed subdivision agreement to TRCA, when available, in order to facilitate the clearance of conditions of draft plan approval.

TRCA’s Comments on the Zoning By-law Amendment Application

TRCA’s comments on Zoning By-law Amendment Application Z.17.007 can be found above within the conditions of draft plan approval for Draft Plan of Subdivision Application 19T-17V002.

Should any revisions to Draft Plan of Subdivision Application 19T-17V002 or Zoning By-law Amendment Application Z.17.007 be proposed now or in the future, TRCA staff asks to be given the opportunity to amend our conditions and comments.

Attachment No. 1d) - Hydro One Networks Inc.

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



Courier:
185 Clegg Road
Markham, Ontario L6G 1B7

via e-mail only

Letizia D'Addario
Development Planning Department
City of Vaughan
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1

April 06, 2017

Dear Letizia D'Addario:

Draft Plan of Subdivision
G. Farruggio et al.
5315 Kirby Road
Part of Lot 30, Concession 8
City of Vaughan
File: 19T-17V002

Please be advised that Hydro One Networks Inc. ("HONI") has no objection in principle to the proposed plan of subdivision, provided the following are included as conditions of draft approval:

1. Prior to final approval, a copy of the lot grading and drainage plan, showing existing and final grades, must be submitted in triplicate to HONI for review and approval.
2. Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the right of way. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the right-of-way.
3. Temporary fencing must be placed along the easement corridor during construction. Permanent fencing must be erected where subdivision lots directly abut the HONI easement at the developer's expense.
4. The developer shall make arrangements satisfactory to HONI for any encroachments and/or any uses of the hydro right-of-way. Separate proposals including detailed lighting and site servicing plans shall be submitted in triplicate to HONI for future road crossings. The developer must contact **Maria Agnew**, HONI Senior Real Estate Coordinator at **(905) 946-6275** to begin the process of acquiring a Construction and Encroachment Agreement.
5. The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer.

6. The easement rights of HONI and its legal predecessors are to be protected and maintained.
7. If the proposed development is within close proximity to a Transmission or Distribution station the following applies:

(a) The Developer hereby confirms and agrees that every agreement of purchase and sale heretofore and hereafter entered into by the Developer with any purchaser(s) of any unit or proposed unit in the Development contains the following notice/warning provisions (or clauses substantially similar thereto in all respects), namely: "Each unit purchaser and/or lessee specifically acknowledges and agrees that the development of the Lands upon which this Development is being (or has been) constructed, will be (or has been) undertaken and completed in accordance with any requirements that may be imposed from time to time by any Governmental Authorities, and that the proximity of this Development to facilities, installations and/or equipment owned and/or operated by HONI may result in noise, vibration, electro-magnetic interference and stray current transmissions (hereinafter collectively referred to as the "**Interferences**") to this Development, and despite the inclusion of control features within this Development, Interferences from the aforementioned sources may, occasionally interfere with some activities of the occupants in this Development. Notwithstanding the above, each unit purchaser and/or lessee agrees to indemnify and save HONI and harmless, from and against all claims, losses, judgments or actions arising or resulting from any and all of the Interferences. In addition, it is expressly acknowledged and agreed that HONI does not, and will not, accept any responsibility or liability for any of the Interferences in respect of this Development and/or its occupants. Furthermore, there may be alterations and/or expansions by HONI to its facilities and/or transformer station which may temporarily affect the living environment of the residents notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Development. HONI will not be responsible for any complaints or claims or any kind howsoever arising from use, expansion and/or alterations of such facilities and/or operations on, over or under its transformer station. Furthermore, each unit purchaser and/or lessee acknowledges and agrees that an electro-magnetic, stray current and noise-warning/vibration clause similar to the foregoing shall be inserted into any succeeding or subsequent sales agreement, lease or sublease, and that this requirement shall be binding not only on the Purchaser hereunder but also upon the Purchaser's respective heirs, estate trustees, successors and permitted assigns, and shall not cease or terminate on the closing of this purchase and sale transaction with the Vendor/Declarant."

(b) The Developer covenants and agrees that so long as the City does not object thereto, the language set out in Section 3.1(d) hereof (or language substantially similar thereto) shall also be included in the Site Plan Agreement entered into by the Developer with City of Vaughan to be registered on title to the Development.

In addition, it is requested that the following be added as a Note to the Conditions of Draft Approval.

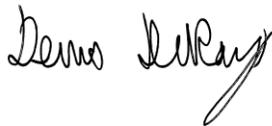
8. The transmission lines abutting this subdivision operate at 500,000, 230,000 or 115,000 volts. Section 188 – Proximity – of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV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

Our preliminary review considers issues affecting HONI's 'High Voltage Facilities and Corridor Lands' only.

For proposals affecting 'Low Voltage Distribution Facilities' the developer should consult their local area Distribution Supplier.

I trust this is satisfactory. If you have any questions please call me at your convenience at the number below.

Yours truly,

A handwritten signature in black ink that reads "Dennis De Rango". The signature is written in a cursive style with a long, sweeping underline.

Dennis De Rango
Specialized Services Team Lead
905-946-6237

Cc: Maria Agnew – Hydro One Networks Inc.

Attachment No. 1e) - Bell Canada

From: circulations@wsp.com
To: [Kim, Jennifer](#)
Subject: [External] ZBLA (Z.17.007) and Draft Plan of Subdivision (19T-17V002), 5315 Kirby Rd, Vaughn.
Date: Thursday, September 24, 2020 11:49:10 AM

2020-09-24

Jennifer Kim

Vaughan

, ,

Attention: Jennifer Kim

Re: ZBLA (Z.17.007) and Draft Plan of Subdivision (19T-17V002), 5315 Kirby Rd, Vaughn.;
Your File No. 19T-17V002,Z.17.007

Our File No. 87795

Dear Sir/Madam,

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

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

The Owner agrees that should any conflict arise with existing Bell Canada facilities or easements within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.”

The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.

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

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

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

We note that WSP operates Bell Canada’s development tracking system, which includes the

intake and processing of municipal circulations. However, **all responses to circulations and requests for information, such as requests for clearance, will come directly from Bell Canada, and not from WSP.** WSP is not responsible for the provision of comments or other responses.

Should you have any questions, please contact the undersigned.

Yours truly,

Meaghan Palynchuk
Manager - Municipal Relations

Network Provisioning

T: 905-540-7254 / M: 289-527-3953

Email: planninganddevelopment@bell.ca

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-LAEmHhHzdJzBITWfa4Hgs7pbKl

Attachment No. 1f) - Canada Post

September 28, 2020

City of Vaughan – Planning Department

To: **Jennifer Kim, Planner, Development Planning Department**

Reference: **File: 19T-17V002 Z.17.007
5315 Kirby Road (Part Lot 30, Concession 9)
Ward 1**

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

Canada Post has reviewed the proposal of the 21 residential lots for the above noted Development Application and has determined that the completed project will be serviced by centralized mail delivery provided through Canada Post Community Mail Boxes.

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

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

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

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

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

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

Sincerely,

Lorraine Farquharson

Lorraine Farquharson

Delivery Services Officer | Delivery Planning - GTA

200 – 5210 Bradco Blvd

Mississauga, ON L6W 1G7

(416) 262-2394

lorraine.farquharson@canadapost.ca

Attachment No. 1g) - Enbridge Gas



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

April 10, 2017

Letizia D'Addario, MES, MCIP, RPP
Planner
City of Vaughan
Development Planning Division
2141 Major Mackenzie Dr.
Vaughan, ON L6A 1T1

Dear Letizia D'Addario,

Re: Draft Plan of Subdivision & Zoning By-Law Amendment
J. Farruggio
5315 Kirby Road
Block 55
City of Vaughan
File No.: 19T-17V002 & Z-17-007

Enbridge Gas Distribution does not object to the proposed application(s).

This response does not constitute a pipe locate or clearance for construction.

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

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

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

The applicant will grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

Enbridge Gas Distribution reserves the right to amend or remove development conditions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Allison Sadler', with a long horizontal flourish extending to the right.

Allison Sadler

Municipal Planning Advisor
Distribution Planning & Records

—

ENBRIDGE GAS DISTRIBUTION

TEL: 416-495-5763

500 Consumers Rd, North York, ON, M2J 1P8

enbridgegas.com

Integrity. Safety. Respect.

AS/jh

Attachment No. 1h) - Alectra Utilities



Date: April 4th , 2017

Attention: **Letizia D'Addario**

RE: Request for Comments

File No.: **19T-17V002**

Applicant: Not mentioned

Location 5315 Kirby Road



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 (formerly PowerStream) has received and reviewed the submitted plan proposal. This review, however, does not imply any approval of the project or plan.

The owner, or his agent, for this plan is required to contact Alectra to discuss all aspects of the above project. Alectra will require site plan drawings, draft m-plans, legal plans, architectural design drawings, electrical consultant's drawings, number of units/lots in the subdivision/development and type of the subdivision/development (i.e., single family residential, town homes, condominium town homes, industrial etc.), square footage of the buildings, the required voltage, amperage and building loads, along with the completed and signed Subdivision Application Information Form (SAIF). Alectra will then use this information to determine the type of available service in the area to supply this project and determine the design fee for the subdivision or development.

Once Alectra has received the design fee and requested information, Alectra will prepare the hydro design, obtain the owner's /developer's approval of the design and obtain the required approvals from the local municipality and prepare the cost of the electrical distribution system (EDS) installation.

Alectra will provide the owner/developer with an "Offer to Connect" (OTC) agreement which will specify all the details and the responsibilities of each party.

The information on the SAIF must be as accurate as possible to reduce unnecessary customer costs, and to provide a realistic in-service date. The information from the SAIF is also used to allocate/order materials, to assign a technician to the project, and to place the project in the appropriate queue.

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.

If there are any existing components of Alectra's electrical distribution system on the proposed project site, they will have to be relocated by Alectra at the Developer's cost. Any conflicts 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,
Mr. Tony D'Onofrio
Supervisor, Subdivisions & New Services
Phone: 1-877-963-6900 ext. 24419
Fax: 905-532-4401
E-mail: tony.donofrio@alectrautilities.com

Subdivision Application Information Form is available by calling 1-877-963-6900 ext. 31297