

## ATTACHMENT 3

### CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

#### **DRAFT PLAN OF SUBDIVISION FILE 19T-22V004 (THE 'PLAN') ISLAMIC SHIA ITHNA-ASHERI JAMAAT OF TORONTO (THE 'OWNER') PART OF LOT 14, CONCESSION 2, CITY OF VAUGHAN**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION FILE 19T-22V004 (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. 3a).
2. The Conditions of Approval of York Region as set out in Attachment 3b) and dated April 26, 2023.
3. The Conditions of Approval of the Toronto and Region Conservation Authority as set out in Attachment 3c) and dated August 20, 2024.
4. The Conditions of Approval of Canada Post as set out in Attachment 3d) and dated April 11, 2023.
5. The Conditions of Approval of Alectra Utilities as set out in Attachment 3e) and dated December 20, 2022.
6. The Conditions of Approval of Bell as set out in Attachment 3f) and dated July 15, 2022.
7. The Conditions of Approval of Enbridge Gas as set out in Attachment 3 g) and dated July 25, 2022.

#### Clearances

1. The City shall advise that the Conditions contained in Attachment 3a) 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 contained in Attachment 3b) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

3. The Toronto and Region Conservation Authority shall advise that the Conditions contained in Attachment 3c) has been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
4. Canada Post shall advise that the Conditions contained in Attachment 3d) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
5. Alectra Utilities shall advise that the Conditions contained in Attachment 3e) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
6. Bell shall advise that the Conditions contained in Attachment 3f) 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 contained in Attachment 3g) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

**ATTACHMENT 3a)**

**DRAFT PLAN OF SUBDIVISION FILE 19T-22V004 ('THE PLAN')  
ISLAMIC SHIA ITHNA ASHERI JAMAAT OF TORONTO ('THE OWNER')  
PART OF THE LOT 14, CONCESSION 2, 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  
PLAN OF SUBDIVISION FILE 19T-22V004, ARE AS FOLLOWS:**

**CITY OF VAUGHAN CONDITIONS**

1. The Plan shall relate to the Draft Plan of Subdivision, prepared by Weston Consulting, Draft Plan of Subdivision 19T-22V004, Revision 7, dated September 2, 2022, (the 'Plan').
2. 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*.
3. The Owner shall pay any and all outstanding application fees and street naming fees to the Development Planning Department, in accordance with the in-effect Tariff of Fees By-law.
4. The Owner shall pay any and all outstanding application fees, and landscape review and inspection fees to the Vaughan Development Planning Department, Urban Design Division in accordance with the in-effect Tariff of Fees By-law.
5. The Owner shall agree to satisfy the requirements of the Block 10 Landowners Group via approval of the requirements set forth by the Block 10 Trustee.

**Development Engineering**

**STANDARD DRAFT PLAN CONDITIONS**

6. 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.
7. Any dead ends or open sides of road allowances created by this draft plan of subdivision shall be terminated in 0.3 metre reserves, to be conveyed to the City without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.

8. 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.
9. Prior to final approval of the Plan, the Owner shall provide easements and land dedication as may be required for access, utility servicing, drainage, construction purposes, or other municipal requirements shall be granted to the appropriate authority(ies), to their satisfaction free of all charge and encumbrance.
10. Prior to final approval, a geotechnical report prepared at the Owner's expense shall be submitted to the City for review and approval. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations including pavement design structure for ideal and non-ideal conditions to the satisfaction of the City.
11. The Owner shall agree in the Subdivision Agreement to ensure that the grading at the boundaries of the Plan match with the grading for the surrounding lands and working easements to be obtained.
12. Prior to the initiation of grading, and prior to the registration of this draft plan of subdivision 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 and major flows; and
  - d) proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction.
13. 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.

14. 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.
15. The Owner shall agree in the Subdivision Agreement that no building permits will be applied for or issued until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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 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.
- (d) “Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox as per requirements dictated by Canada Post. The location of the mailbox shall be shown on the community plan provided by the Owner in its Sales Office.”
- (e) “Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the building occupants.”
- (f) “Purchasers and/or tenants are advised that fencing and/or noise attenuation features along the lot lines of lots and blocks abutting public lands, including public highway, laneway, walkway or other similar public space, is a requirement of this Subdivision Agreement and that all required fencing and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3m reserve, as shown on the Construction Drawings.
- (g) “The City has taken a Letter of Credit from the Owner for security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is not a requirement of this Subdivision Agreement.”

- (h) “Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks abutting public lands is a requirement of this Subdivision Agreement and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 metre reserve, as shown on the Construction Drawings.

The City has taken a Letter of Credit from the Owner (Subdivision Developer) for the security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is NOT a requirement of this Subdivision Agreement.

The maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City, or the Region of York and shall be maintained by the Owner until assumption of the services of the Plan. Thereafter the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the lot Owner. Landscaping provided on Regional Road right-of-ways by the Owner or the City for aesthetic purposes shall be approved by the Region and maintained by the City with the exception of the usual grass maintenance.”

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

Any additional warning clause as noted in the Subdivision Agreement shall be included in all Offers of Purchase and Sale or Lease for all Lots and/or Blocks within the Plan to the satisfaction of the City.

## SITE-SPECIFIC DRAFT PLAN CONDITIONS

22. 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.
23. Prior to final approval of the Plan, and/or conveyance of land, and/or any initiation of grading or construction, the Owner shall implement the following to the satisfaction of the City:
  - a) Submit a Phase One Environmental Site Assessment (ESA) report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan (RAP), Phase Three ESA report in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) for the lands within the Plan. The sampling and analysis plan prepared as part of the Phase Two ESA, Phase Three ESA, and RAP shall be developed in consultation with the City, implemented, and completed to the satisfaction of the City.
  - b) Should a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan be required to meet the applicable Standards set out in the Ministry of the Environment, Conservation and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of the satisfactory registration of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering all the lands within the Plan.
  - c) Submit a signed and stamped certificate letter prepared by the Owner's Environmental Qualified Person/Professional (QP) stating that they covenant and agree that all lands within the Plan and any lands and easements external to the Plan to be dedicated to the City and the Region were remediated in accordance with O. Reg. 153/04 (as amended) and the accepted RAP (if applicable), are suitable for the intended land use, and meet the applicable Standards set out in the MECP document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended).
  - d) Reimburse the City for the cost of the peer review of the ESA reports and RAP, as may be applicable.
24. Prior to final approval of the Plan, the Owner shall coordinate any telephone or telecommunications service provider to locate its plant in a common trench on future Street(s) to service the proposed Development Block(s) prior to release of the plan for registration, provided such service provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service



provider will be able to install its plant so as to permit connection to individual units within the subdivision, at no cost to the City.

25. The Owner shall agree in the Subdivision Agreement to design and construct at no cost to the City all applicable external municipal infrastructure required that are necessary to benefit the Plan to the satisfaction of the City.
26. Prior to final approval of the Plan, the Owner shall prepare a comprehensive Traffic Management Plan (TMP) based on updated traffic study. The TMP shall include the details of the future traffic calming measures, future transit routes, pedestrian network, traffic controls, phasing etc. that reflects the latest road network to the satisfaction of the City.
27. Prior to final approval of the Plan, the Owner shall prepare a comprehensive parking justification study to the satisfaction of the City.
28. Prior to final approval of the Plan, the Owner shall retain the services of a qualified Electrical Consultant to provide an updated streetlighting design and photometric analysis as part of the proposed works. The plan/analysis to be submitted to the City and Region for review and approval, shall demonstrate that adequate lighting is available for the sidewalk and roadway, and shall recommend mitigative measures for these issues, to the satisfaction of the City.
29. Prior to final approval of the Plan, the Owner shall ensure all necessary approvals to facilitate the road network in accordance with the Traffic Impact Study (TIS), to the satisfaction of the City. The traffic study is to analyze proposed road network and its impact to existing roadways that are also subject to approval by the Region of York.
30. Prior to final approval of the Plan, the Owner shall retain the services of a qualified Transportation Consultant to provide an updated transportation report/plan outlining the required Regional and City road improvements. The report/plan submitted to the City and Region for review and approval, shall demonstrate that adequate road capacity is available for the proposed development, and shall explain all transportation issues and recommend mitigative measures for these issues. An updated transportation report shall include a traffic management/roadway detour plan for the proposed roadway improvements. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the updated transportation report/Plan and TMP, to the satisfaction of the City.
31. The Owner shall agree in the Subdivision Agreement that any additional lands required for public highway purposes, where daylight triangles do not conform to the City Standard Design Criteria, will be conveyed to the City, free of all costs and encumbrances.
32. Prior to final approval of the Plan, a Water Supply Analysis Report shall be submitted to the satisfaction of the City which shall include a comprehensive water network analysis of the water distribution system and shall demonstrate that adequate water supply for the fire flow demands is available for the Plan and each phase thereof. The analysis shall include, but not be limited to, conducting

a WaterCAD/InfoWater analysis of the lands in accordance to the recommendations set forth within the Functional Servicing Report. The Owner shall agree in the Subdivision Agreement to design and construct, at no cost to the City, all applicable works that are necessary to service the proposed lands to the satisfaction of the City. The Owner shall agree to provide a financial security for operation, maintenance and decommissioning considerations as necessary, to be held by the City until the ultimate water servicing works are implemented by the Region to service the Subject Lands.

33. Prior to final approval of the Plan, the Owner shall conduct comprehensive sanitary sewer study including, but not limited to, flow monitoring, conveyance capacity analysis of downstream sewers, downstream sanitary sewer design sheets and related drawings to demonstrate that the subject lands can be adequately serviced as proposed and conform to the City's comments on the sewer design. The sanitary sewer analysis shall be completed using the City standards as these lands are proposed to connect through an existing sanitary sewer network. The Owner shall agree in the Subdivision Agreement to design and construct, at no cost to the City, all applicable works that are necessary to service the proposed lands to the satisfaction of the City. The Owner shall agree to provide a financial security for operation, maintenance and decommissioning considerations as necessary, to be held by the City until the ultimate sanitary servicing works are implemented by the Region to service the Subject Lands.
34. Prior to final approval of the Plan, the Owner shall provide an engineering report for the review and approval of the City that describes the proposed storm drainage system to develop the subject lands, as the current design does not conform to the City Standard. This report shall describe the proposed drainage system to develop the subject lands to conform to the City Standards. This condition is to be read in conjunction with related City's standard draft plan conditions and comments related to the stormwater management design.
35. Prior to final approval of the Plan, the Owner shall conduct comprehensive storm sewer study including, but not limited to, conveyance capacity analysis of proposed sewers, downstream storm sewer design sheets, hydraulic grade line analysis and related design drawings to demonstrate that the subject lands can be adequately serviced as proposed and conform to the City's comments on the sewer design. The stormwater analysis shall be completed using the City standards as these lands are proposed to be serviced by a new storm sewer within the lands adjacent to the Subject Lands. The Owner shall agree in the Subdivision Agreement to design and construct, at no cost to the City, all applicable works that are necessary to service the proposed lands to the satisfaction of the City. The Owner shall agree to provide a financial security or direct financial contribution for operation and maintenance considerations alongside pipe replacement costs for the sewers to the City.
36. 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.

37. For park/open space block(s)/stormwater management block(s) that are being conveyed to the City, prior to final approval of the Plan, and/or conveyance, and/or release of applicable portion of the Municipal Services Letter of Credit, the Owner shall implement the following to the satisfaction of the City:
  - a) Submit a Phase Two Environmental Site Assessment (ESA) report in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) assessing all park/open space block(s) in the Plan for contaminants of concern to the satisfaction of the City. On-site sampling of the park/open space block(s) shall be conducted only after the City has certified the rough grading of the park/open space block(s), but prior to the placement of topsoil and landscaping. The sampling and analysis plan prepared as part of the Phase Two ESA shall be developed in consultation with the City, implemented, and completed to the satisfaction of the City.
  - b) Should remediation of any portions of the park/open space block(s) within the Plan be required to meet the applicable Standards set out in the Ministry of the Environment, Conservation and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a Remedial Action Plan (RAP) and a complete copy of the satisfactory registration of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering the remediated park/open space block(s) within the Plan.
  - c) Submit a signed and stamped certificate letter prepared by the Owner's Environmental Qualified Person/Professional (QP) stating that they covenant and agree that the park/open space block(s) to be dedicated to the City were remediated in accordance with O. Reg. 153/04 (as amended) and the accepted RAP (if applicable), are suitable for the intended land use, and meet the applicable Standards set out in the MECP document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended).
  - d) Reimburse the City for the cost of the peer review of the ESA reports and RAP, as may be applicable.
38. Prior to the initiation of the grading or striping of top soil and final approval, the Owner shall submit a top soil storage plan detailing the location, size, slopes stabilization methods and time period, for approval by the City. Top soil storage shall be limited to the amount required for final grading, with the excess removed from the site, and shall not occur on the either park or school blocks.
39. The Owner shall agree in the Subdivision Agreement to construct a 1.5-metre-high black vinyl chain link fence along the limits of the Blocks where they abut the open space, valley/woodlot, and/or park blocks to the satisfaction of the City.

40. The Owner shall include following warning clause for all purchasers and/or tenants within the Plan:
- a) abutting or in proximity of any open space, valleylands, woodlots or stormwater facility:
    - “Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance.”
  - b) abutting or in proximity of any parkland or walkway:
    - “Purchasers and/or tenants are advised that the lot abuts a “Neighbourhood Park” of which noise and lighting may be of concern due to the nature of the park for active recreation.”
  - c) encroachment and/or dumping
    - “Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the school site, community centre, park, 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.”
41. 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.
42. The Owner shall agree in the Subdivision Agreement that adequate access and municipal services will be available to service the Subject Lands or demonstrate that alternative arrangements have been made for their completion to the satisfaction of the City.
43. Prior to final approval of the Plan and/or commencement of construction within the Plan, the Owner shall submit detailed engineering design plans for the proposed roads within and external to the Subject Lands including, but not limited to, the intersection design with existing municipal and Regional roads, lane widths, lane configurations, curb radii, turning lanes with storage/ taper length,

retaining wall details and sidewalk details to the satisfaction of the City and Region.

44. The Owner shall agree in the Subdivision Agreement to provide information on sustainable transportation, via various media, to all purchasers and/or tenants within the Plan, including pedestrian and cycling facilities.
45. Prior to final approval of the Plan, the Owner shall submit an environmental noise and/or vibration report to the City for review and approval. The preparation of the noise/vibration report shall include the ultimate traffic volumes associated with the surrounding road network and railway to according to the Ministry of Environment Guidelines. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved noise/vibration report to the satisfaction of the City.
46. Prior to final approval of the Plan, the Owner shall obtain confirmation from the City and Region of York that adequate water supply and sewage treatment capacity are available and have been allocated to accommodate the proposed development.
47. 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 Toronto Region Conservation Authority Erosion and Sediment Control Guidelines for Urban Construction, dated December 2006 and implement a monitoring and reporting program to the satisfaction of the City.
48. 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.
49. Prior to final approval of the Plan, the Owner shall address and satisfy all comments supplied by the Development Engineering Department, to the satisfaction of the City.
50. The Owner shall design and construct, to the satisfaction of the City, a three-level parking structure on Block 1, at no costs to the City.
51. The Owner is only developing Blocks 1 and 2 at this time and is constructing a temporary parking lot on Blocks 3 to 11 and 20 pursuant to Site Development Application File DA.22.069 which shall remain on Blocks 3 to 11 and 20 until a permanent parking structure is constructed on Block 1 in accordance with Condition 50. Upon completion of the parking structure on Block 1, the Owner shall design and construct a municipal right-of-way and all related municipal

infrastructure on Block 20, to the satisfaction of the City, and transfer Block 20 to the City, free and clear of all encumbrances, at no cost to the City.

52. The Owner shall register, at no cost to the City, a Section 118 Restriction on title to Blocks 3 to 11 and 20 requiring the consent of the City in advance of the registration of any transfer of Blocks 3 to 11 and 20. Prior to final approval of the Plan, the Owner shall instruct its solicitor to prepare, for the City's review and approval, a Section 118 Restriction which shall form part of the Inhibiting Order. The Section 118 Restriction shall remain on title to Blocks 3 to 11 and 20 until such time as a City road is constructed on Block 20 by the Owner, to the satisfaction of the City, and Block 20 is transferred to the City, in accordance with Condition 51.
53. The Owner shall provide payment to the City in accordance with the City's current Fees and Charges By-law for the processing and registration costs to legally establish Block 20 as a public highway. Upon completion of construction of a City road on Block 20, satisfactory to the City, and completion of a transfer of Block 20 to the City in accordance with Condition 51, the City will prepare and register a by-law legally establishing Block 20 as a public highway.
54. A private road and private infrastructure will be constructed by the Owner on Blocks 1 and 2 as part of the development. The Owner shall register, at no cost to the City, a Section 118 Restriction on title to Blocks 1 and 2 requiring the consent of the City in advance of the registration of any transfer of Blocks 1 and 2. Prior to final approval of the Plan, the Owner shall instruct its solicitor to prepare, for the City's review and approval, a Section 118 Restriction which shall form part of the Inhibiting Order. The Section 118 Restriction shall remain on title to Blocks 1 and 2 until such time as the Owner completes the following, to the satisfaction of the City, and at no cost to the City:
  - a) a reference plan is provided to the City identifying the private road and private infrastructure located on Blocks 1 and 2;
  - b) a Transfer of Easement is registered on title to Blocks 1 and 2 granting a reciprocal easement in favour of each of Blocks 1 and 2, in perpetuity, for the purpose of access and maintenance of the private road and private infrastructure located on Blocks 1 and 2; and
  - c) obtain all required approvals or consents of the Committee of Adjustment for the Transfer of Easement to satisfy the part-lot control provisions under section 50 of the *Planning Act*.

#### Urban Design

55. 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, which will form a condition of the draft plan approval.
56. 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 recent council approved fee by-laws (commencing January 1, 2024); i.e. Fees and Charges By-law – Landscape Plan Review.
- This fee will include staff's review and approval of proposed streetscaping/landscaping within the development (including but not limited to urban design guidelines, landscape master plan, architectural design guidelines, perfect submission landscape architectural drawings, stormwater management pond planting plans, natural feature edge restoration/management plans), and tree inventory/preservation/removals plans.
  - 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 of Vaughan.
57. Prior to final approval, the Owner shall agree in the Subdivision Agreement that all development shall proceed in accordance with the Vaughan Council approved Block 10 Thornhill Woods Community Architectural Design Guidelines prepared by Watchorn Architect Inc.
- The guidelines shall be updated to include an addendum for this area of development;
  - 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;
  - 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
  - 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.
58. Prior to final approval, the Owner shall agree in the Subdivision Agreement that all development shall proceed in accordance with the approved Block 10 Thornhill Woods Landscape Masterplan prepared by Landscape Planning Limited, including but not be limited to the following issues:

- The master plan shall be updated to include an addendum for this area of development.
  - Co-ordination of the urban design/streetscape elements including built form, fencing treatments, street tree planting, open space lands, and buffer blocks.
  - Sustainability design practices/guidelines.
  - The appropriate community edge treatment along Bathurst Street with low-maintenance plant material.
  - The appropriate plant material within buffer Blocks 13 and 14
  - The appropriate edge restoration along open space Block 12.
  - The pedestrian urban connections between streets, built forms, and open space lands.
  - Trail system and network within open space Block 12.
  - Environmental report for open space Block 12.
59. 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.
60. Prior to final approval, the Owner shall provide buffer blocks abutting the open space lands in accordance with TRCA policies.
61. 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 m zone inside the staked edges, and areas where the valleyland 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 m zone within all staked open space land edges to the satisfaction of the TRCA and City, which identifies liability and issues of public safety and recommends woodlot/forestry management practices and removal of hazardous and all other trees as identified to be removed prior to assumption of the subdivision.
62. The warning clause Council approved September 29th, 1997 with respect to “Tree Fees” shall be included in the Subdivision Agreement:
- “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.”



- “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.”
63. 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.
  64. The Owner shall agree in the Subdivision Agreement to erect a permanent 1.5 m high black vinyl chain-link fence or approved equal along the limits of the blocks that abut the open space Block 12 and associated buffer blocks.
  65. The Owner shall agree in the Subdivision Agreement to erect a permanent 1.5 m high black vinyl chain-link fence or approved equal along the limits of the blocks that abut buffer Blocks 13 and 14.
  66. The Owner shall convey open space Block 12 and associated buffer blocks to the TRCA or the City free of all cost and encumbrances.
  67. The Owner shall convey buffer Blocks 13 and 14 to the City free of all cost and encumbrances.
  68. 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.

### Parks

69. **Trail Design and Construction:** The Owner shall agree to design and construct the trail within Block 12 in accordance with the approved Trails Plan and Strategy (L4-01), prepared by Marton Smith Landscape Architects, to the satisfaction of Parks Infrastructure Planning and Development staff. Required works shall include (but not be limited to):
  - a) base grading and subgrade preparation;
  - b) limestone screenings trail (per detail TLA-301);
  - c) edge management and restoration planting plans (per L3-01);
  - d) slope stability works as required;
  - e) erosion and sediment control; and
  - f) tree preservation and protection plans.

Trail signage, rest stop and site furnishings are required as a part of trail works. See attached for details. The Owner shall submit plans showing grading (max. 5% running slope, max. 2% cross slope), layout and construction details of the trail work.

70. Letter of Credit (including Trail works): Prior to execution of the Subdivision Agreement, the Owner is to provide the City with a Letter of Credit totaling the construction costs to build the trail, which shall be held by the City until the construction of the trail is complete to the satisfaction of Parks Infrastructure Planning and Development staff, and which shall include the costs of, but is not limited to, all required geotechnical reports, construction testing, surveying, and all required construction costs to build the trail. The Owner is responsible for the total cost of the design and construction of the trail and associated landscape/infrastructure works, including, but is not limited to, any works of a temporary nature. Portions or the total sum of the Letter of Credit may be drawn upon by the City, as necessary, to complete the trail works, in the case where the Owner does not complete the required trail and/or if deemed necessary by the City.
71. Permission to Enter Agreement: A Permission to Enter Agreement will be required for the construction of the trail located on Block 12, which is to be conveyed to the City of Vaughan. The Applicant shall contact the Real Estate Department for coordination of the PTE Agreement. A permission to enter agreement is to be executed prior to execution of the Subdivision Agreement.
72. Payment-in-lieu of Parkland Dedication: To meet dedication requirements under the Planning Act, the VOP 2010 (Section 7.3.3 Parkland Dedication) and current Parkland Dedication By-Law and amendments, payment-in-lieu of parkland will be applicable at the time of building permit. Real Estate Services staff shall review and provide comments as required.
73. Warning Clauses:  
The following warning clauses are to be placed within all Offers of Agreement of Purchase and Sale or Lease for all lots abutting the Open Space Block containing the Trail:  
  
"Purchasers and/or tenants are advised that any encroachments and/or dumping from the subject lot to the public open space lands, are prohibited."
74. "Prior to the execution of the Subdivision Agreement, the Owner must execute a shared use agreement with the City for the private playing field located in Block 1 within the A Agricultural Zone.  
  
"Prior to the execution of the Subdivision Agreement, the Owner must execute a public access easement or share use agreement for the proposed trail along the valley top of bank, should this trail be located on private lands."

## Real Estate

75. For high-density residential development, the Owner shall convey land at the rate of 1 ha per 300 units and/or pay to Vaughan by way of certified cheque, cash-in-lieu of the dedication of parkland at a rate of 1 ha per 500 units, or at a fixed unit rate, at Vaughan's discretion, prior to the issuance of a Building permit, in accordance with the *Planning Act* and the City of Vaughan Parkland Dedication By-law.

Prior to the issuance of a Building Permit, the Owner shall pay to the City of Vaughan by way of certified cheque a community benefits charge equivalent to 4% of the value of the subject lands in accordance with Section 37 of the Planning Act and the City's Community Benefits Charge By-law. The Owner shall submit an appraisal of the subject lands, pursuant to City's Community Benefits Charge By-law, prepared by an accredited appraiser for approval by the Vaughan Real Estate Department, and the approved appraisal shall form the basis of the calculation of the community benefits charge payment.

## Development Finance

76. The Owner shall enter into a Subdivision Agreement with the City of Vaughan to satisfy all conditions, financial or otherwise of the City, with regard to such matters as the City may consider necessary, including development charges.

## Cultural Heritage

77. Should archaeological resources be found on the property during construction activities, all work must cease and both the Ontario Ministry of Heritage, Sport, Tourism and Cultural Industries, as well as the City of Vaughan's Development Planning Department, Urban Design and Cultural Heritage Division shall be notified immediately.

In the event that human remains are encountered during construction activities, the proponent must immediately cease all construction activities. The proponent shall contact the York Regional Police Department, the Regional Coroner and the Bereavement Authority of Ontario.

78. That prior to the execution of Subdivision Agreement, the Owner shall enter into a heritage easement agreement and post appropriate securities to relocate the former Vaughan Glen Hospital building to the satisfaction of the City."

## Policy Planning and Special Projects

79. Warning Clauses:  
The following warning clauses are to be placed within the Subdivision Agreement:

“The Owner acknowledges that the City of Vaughan has Species at Risk within its jurisdiction which are protected under the Endangered Species Act, 2007, S.O.2007. The Owner is required to comply with Ministry of the Environment, Conservation and Parks (MECP) regulations and guidelines to protect these species at risk and their habitat. The onus is on the Owner to complete an information request form and submit it to the MECP for confirmation of any potential Species at Risk on the Subject Lands. The Owner acknowledges that, notwithstanding any approvals made or provided by Vaughan in respect to the Lands, the Owner must comply with the provisions of the Endangered Species Act, 2007.

The Owner acknowledges that Vaughan contains Migratory Birds within its jurisdiction that are protected under the Migratory Bird Convention Act, 1994. The Owner shall not remove any trees within the breeding bird window in Vaughan from March 31 to August 31. If tree removals are necessary than bird nest sweeps and/or surveys shall be conducted by a qualified professional within 48 hours prior to the removal of trees.”

80. The Owner acknowledges that there will be no unauthorized tree/vegetation removals taking place with the natural system/Greenbelt Plan Area.
81. Prior to final approval of the Plan, the encroachments proposed, and the associated compensation must be approved by Environmental Planning, to the satisfaction of the City. The draft plan of subdivision is subject to red-lined revisions, if required, in order to meet PPSP Conditions of Approval, to the satisfaction of the City.
82. Prior to final approval of the Plan, in accordance with Section 3.2.3.10 of the VOP, the natural heritage system (i.e. natural features, along with any associated VPZ/ buffer blocks and compensation area) owned by the Owner shall be conveyed to a public authority free of all costs and encumbrances.



April 26, 2023

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

Attention: Carol Birch, Planner

**RE: Draft Plan of Subdivision SUBP.22.V.0024 (19T-22V004)  
Part of Lot 14, Concession 2  
9000 Bathurst Street  
(Islamic Shia Ithna-Asheri Jamaat of Toronto)  
City of Vaughan**

York Region has now completed its review of the above noted draft plan of subdivision prepared by Weston Consulting, File No. 4750, last revised on September 2, 2022. The proposed development is located on the west side of Bathurst Street, north of Ner Israel Drive, and municipally known as 9000 Bathurst Street, in the City of Vaughan. The application will facilitate the development of 60 townhouse units, 134 apartment units, 129 seniors' residential units and blocks for a future school, open space, buffers, a road widening and reserves, within a 11.42 ha site.

#### **Related Site Plan Applications**

The following site plan applications are related to the proposed draft plan of subdivision application and provides further technical comments:

- SP.22.V.0202 (DA.22.037) – Site plan to support the proposed development, which is currently undergoing review
- SP.22.V.0338 (DA.22.069) – Parking lot expansion that has been approved

#### **Summary**

York Region has no objection to draft plan approval of the draft plan of subdivision and zoning by-law amendment subject to the attached Schedule of Clauses/Conditions for the plan of subdivision. We request a copy of the notice of decision, draft approved plan, and the conditions of draft approval should the plan be approved.

Should you have any questions regarding the above, please contact Justin Wong, Planner, at 1-877-464-9675 ext. 71577 or by email at [Justin.Wong@york.ca](mailto:Justin.Wong@york.ca), should you require further assistance.

Yours truly,

A handwritten signature in black ink, appearing to read 'Duncan'.

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

JW/

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

YORK-#15200289-v1-SUBP\_22\_V\_0024\_(19T-22V004)\_-\_York\_Region\_Condition\_Letter

**Schedule of Clauses/Conditions**  
**SUBP.22.V.0024 (19T-22V004)**  
**Part of Lot 14, Concession 2**  
**9000 Bathurst Street**  
**(Islamic Shia Ithna-Asheri Jamaat of Toronto)**  
**City of Vaughan**

Re: Weston Consulting, File No. 4750, dated September 2, 2022

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

1. The Owner shall save harmless the City of Vaughan and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
2. The Owner shall agree to protect for vehicular interconnections to the south and west of the proposal.
3. 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.
4. The Owner shall agree to 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 implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
7. 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.
8. 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."

9. 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 property line and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence, and
  - c) That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.

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

10. The Owner shall provide to the Region the following documentation to confirm that unrestricted water and wastewater servicing capacity is available from the Region assigned pool and have been allocated to the subject development by the City of Vaughan:
- A copy of the Council resolution confirming that the City of Vaughan has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof, and
  - A copy of an email confirmation by a City of Vaughan staff member stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
11. 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.
12. Upon registration of the plan, the Owner shall convey the following land to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
- a) A widening across the full frontage of the site where it abuts Bathurst Street of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of Bathurst Street.
13. 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.



14. 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 MOECC 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.

15. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
16. For any applications (Site Plan or Zoning By-law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates

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

17. The Regional Corporate Services Department shall advise that Conditions 1 to 16 inclusive, have been satisfied.



August 20, 2024

CFN 67527  
Ex Ref CFN 48661.06

**SENT BY E-MAIL (carol.birch@vaughan.ca)**

Carol Birch  
Planner  
Development Planning Department  
City of Vaughan  
2141 Major Mackenzie Drive  
Vaughan, Ontario L6A 1T1

Dear Ms. Birch:

**Re: Draft Plan of Subdivision 19T-22V004 – Third Submission  
Site Development Application DA.22.037 – Third Submission  
Part Lot 14, Concession 2  
9000 Bathurst Street  
City of Vaughan  
Islamic Shia Ithna-Asheri Jamaat of Toronto (Agent: Weston Consulting)**

Further to our previous letter dated December 11, 2023, this letter acknowledges receipt of a third circulation for the above noted applications. A digital copy of the circulation was received by the Toronto and Region Conservation Authority (TRCA) on July 25, 2024. A list of materials that have been reviewed by TRCA is included in Appendix 'A'.

### **Application Specific Comments**

TRCA attended a virtual meeting with the owner, consultants, and City on January 17, 2024, to discuss the delineation of development limits and partial encroachment into the 10-metre setback to the stable top of slope. TRCA confirmed via email on January 24, 2024, that TRCA no longer provides comments related to natural heritage system (deferred to the City). Additionally, and from a natural hazard management perspective, TRCA is amenable to a minor reduction (metre or two) to the 10-metre setback to the stable top of slope.

### **Recommendations**

Based on the comments noted in this letter, TRCA staff have no objection to the approval of Draft Plan of Subdivision 19T-22V002 and Site Development Application DA.22.037. Conditions for the applications have been included in Appendix 'B'. It is the expectation of TRCA that the owner will address TRCA's interests through fulfillment of the conditions.

Please provide the Notice of Decision for the Draft Plan of Subdivision and Site Development Application 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 Section 28.1 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 [joshua.lacaria@trca.ca](mailto:joshua.lacaria@trca.ca)

Sincerely,

  
Digitally signed  
by Joshua Lacaria  
Date: 2024.08.20  
16:20:58 -04'00'

Joshua Lacaria  
Planner  
Development Planning and Permits | Development and Engineering Services

## **Appendix 'A': Materials Reviewed by TRCA**

- Architectural Package, prepared by Quadrangle Architects Limited, dated June 2024;
- Civil Engineering Set, prepared by Schaeffers Consulting Engineers, dated June 28, 2024;
- Comment Response Matrix, prepared by Weston Consulting, dated July 2024;
- Draft Plan of Subdivision, prepared by Weston Consulting, dated June 13, 2024;
- Environmental Impact Study, prepared by GEI Consultants, dated April 2024;
- Functional Servicing and Stormwater Management Report (Block 2 and DPOS), prepared by Schaeffers Consulting Engineers, dated June 2024.

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

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

TRCA recommends approval of Draft Plan of Subdivision, 9000 Bathurst Street, City of Vaughan, Regional Municipality of York, prepared by Weston Consulting, revised dated June 13, 2024, subject to the following conditions:

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

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

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

3. That prior to topsoil stripping and prior to the registration of this plan or any phase thereof, the Owner shall submit a detailed engineering report and plans to the satisfaction of TRCA for any proposed topsoil stripping in the TRCA's Regulated Area. This submission shall include:
  - i. Detailed plans illustrating the topsoil stripping proposal, including but not limited to the locations, staging and methodology.
  - ii. An erosion and sediment control report and plans for the subject lands that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after topsoil stripping.
4. That prior to any development or site alteration and prior to the registration of this plan or any phase thereof, the Owner shall submit detailed engineering reports (e.g., Stormwater Management) that describes in detail the applicable stormwater management criteria, how the proposed storm drainage system will be designed to meet stormwater management criteria, and how it will comply to TRCA requirements. These reports shall include, but not limited to:
  - i. A description of the storm drainage system and appropriate stormwater management techniques including minor and major flow controls for the proposed development of the subject land and how it will comply with all related TRCA requirements for quantity, 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 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 of Conservation Authorities Act.
- v. Design of flow dispersal measures and treatment associated with stormwater management outlets to reduce potential erosion, and erosion-related impacts to regulated features, 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. 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. The investigation must identify impacts to the baseflow or water levels in regulated features and propose mitigation measures for such impacts.
- viii. Information detailing all anticipated dewatering, including during construction, which may impact the adjacent regulated wetland features. The analysis must demonstrate avoidance of construction dewatering impacts to the wetlands to the satisfaction of the TRCA.
- ix. A detailed, Feature-Based Water Balance analysis shall be completed in accordance with the requirements of TRCA. The analysis shall provide information related to the design, location, and demonstrated feasibility of measures to be implemented to mitigate impacts to adjacent wetland features. The mitigation measures are to be designed and implemented to the satisfaction of TRCA.
- 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 hazards. 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 (Other Lands Owned by Applicant) 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 hazards and setbacks; 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.

5. That prior to the registration of this plan or any phase thereof, the Owner obtain all necessary permits from TRCA pursuant to Section 28.1 of Conservation Authorities Act, to the satisfaction of TRCA.
6. That all natural hazard lands and Open Space blocks are placed in a suitable protective zoning category, preventing future development and structural encroachment, to the satisfaction of the TRCA.
7. The Owner shall provide a copy of the adopted implementing zoning by-law to TRCA, when available, to facilitate the clearance of conditions of draft plan approval.

### **Subdivision Agreement**

8. 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 of Conservation Authorities Act, to the satisfaction of TRCA.
  - iv. To comply with the permits approved pursuant to Section 28.1 of Conservation Authorities Act, including the approved plans, reports and conditions to the satisfaction of TRCA.
  - v. To erect a permanent fence along all blocks that abut the valley corridor (Other Lands Owned by Applicant) and in other areas as may be required to protect existing and future open space lands from unauthorized/non-programmed entry to the satisfaction of TRCA.
  - vi. To prohibit grading works within the valley corridor and adjacent Regulated Areas unless approved by TRCA; and
  - vii. To prohibit retaining walls in, or adjacent to, the valley corridor and adjacent Regulated Areas unless approved by TRCA.

### **Fees**

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



April 11, 2023

City of Vaughan – Planning Department

To: **Carol Birch, Planner, Development Planning**

Reference: **File: DA.22.069 Related Files: N/A**  
**9000 Bathurst Street**  
**residential apartment units and townhouses**

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 residential building(s), and townhouses units 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 for the townhomes and a mailroom for the apartment units.

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.**

In order to provide mail service to the apartment building(s), Canada Post requests that the owner/developer comply with the following conditions:

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

As per our revised National Delivery Policy, **street level retail/commercial units will also receive mail delivery at centralized locations, not directly to their door.**

**For example:** If there is a common indoor entrance or connection extra mail compartments can be provided to accommodate the commercial unit(s) in the main mailbox panel. If these units are not part of the building then a separate centralized mail receiving facility/box can be set up by the developer or by centralized mail delivery provided through Canada Post Community Mail Boxes at an alternative location.

The specifications can be found in our Delivery Standards Manual, which can be downloaded from this link: [https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual\\_en.pdf](https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual_en.pdf)

**As the project nears completion, it is requested that the Developer contact me directly for Postal Code(s) as existing postal coding will not apply and new postal codes will be issued for this development.**

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

There will be no more than one mail delivery point to each unique address assigned by the Municipality.

1. Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project.
2. 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)

Should you require further information, please do not hesitate to contact me at the above information.

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



Revised: May 11, 2020

**Date:** December 20<sup>th</sup> 2022

**Attention:** **Nicholas Del Prete**

**RE:** Request for Comments

**File No.:** **DA.22.069**

**Applicant:** Mazahair Dhirani, Islamic Shia Ithna-Asheri Jamaat of Toronto

**Location** 9000 Bathurst Street

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

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

**From:** [circulations@wsp.com](mailto:circulations@wsp.com)  
**To:** [Carol Birch](#)  
**Subject:** [External] Draft Plan of Subdivision (19T-22V004) and Site Plan Application (DA.22.037), 9000 Bathurst St., Vaughan  
**Date:** Friday, July 15, 2022 7:57:01 AM

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**2022-07-15**

**Carol Birch**

**Vaughan**

, ,

Attention: Carol Birch

Re: Draft Plan of Subdivision (19T-22V004) and Site Plan Application (DA.22.037), 9000 Bathurst St., Vaughan; Your File No. 19T-22V004,DA.22.037

Our File No. 93903

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 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.”

The Owner is advised to contact Bell Canada at [planninganddevelopment@bell.ca](mailto: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.

Please note that WSP operates Bell’s development tracking system, which includes the intake

of municipal circulations. WSP is mandated to notify Bell when a municipal request for comments or for information, such as a request for clearance, has been received. All responses to these municipal circulations are generated by Bell, but submitted by WSP on Bell's behalf. WSP is not responsible for Bell's responses and for any of the content herein.

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)

Should you have any questions, please contact the undersigned.

Yours truly,

Ryan Courville  
Manager - Planning and Development  
Network Provisioning  
Email: [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca)

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-LAEmHhHzdJzBITWfa4Hgs7pbKl



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

July 25, 2022

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

Dear Carol,

Re: Draft Plan of Subdivision Application, Site Plan Control Application  
Islamic Shia Ithna-Asheri Jamaat of Toronto  
9000 Bathurst Street  
City of Vaughan  
File No.: 19T-22V004, DA-22-037

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

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

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

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

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

The applicant will contact Enbridge Gas Inc.'s Customer Connections department by emailing [SalesArea30@Enbridge.com](mailto:SalesArea30@Enbridge.com) prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jasleen Kaur'.

**Jasleen Kaur**  
Municipal Planning Coordinator  
**Engineering**

**ENBRIDGE**  
TEL: 437-929-8083  
500 Consumers Rd, North York, ON M2J1P8  
[enbridge.com](http://enbridge.com)  
**Safety. Integrity. Respect. Inclusion.**