



## Memorandum

March 23, 2018

**Memo To:** Mayor and Council

**Copy To:** Neil Garbe, Chief Administrative Officer  
Antonio Dimilta, Town Solicitor  
Stephen Huycke, Town Clerk

**From:** Kelvin Kwan, Commissioner  
Planning and Regulatory Services

**Subject:** Request for Approval – Zoning By-law Amendment and Draft Plan of Subdivision Applications - Country Wide Homes (Jefferson Inc.) and Giuseppina Brunetto – 196 and 210 and 226 to 288 and 307 Harris Avenue, 211 and 223 to 305 Jefferson Sideroad, and 30 Beech Avenue - File Numbers D02-14024 and D03-14008, D02-14025 and D03-14009, and D02-16001 and D03-16002

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### Recommendations:

- a) That the Memorandum from the Commissioner of Planning and Regulatory Services, dated March 23, 2018, be received.
- b) That the Zoning By-law Amendment and draft Plan of Subdivision applications submitted by Country Wide Homes (Jefferson) Inc. and Giuseppina Brunetto for lands known as Lots 1 to 5, Plan 9597, and Lots 15 to 18, 20 to 24, 56 and 57, Plan 1916 (Municipal Addresses: 226 to 288 Harris Avenue, 223 to 305 Jefferson Sideroad, and 30 Beech Avenue), Town Files D02-14024 and D03-14008, be approved subject to the following:
  - (i) that Council approve the draft Zoning By-law Amendment as set out in Appendix A to this memorandum and that it be brought forward to a regular meeting of Council for consideration and enactment;
  - (ii) that prior to enactment of the Zoning By-law Amendment, the applicant pay the applicable processing fee in accordance with the Town's Tariff of Fees By-law;
  - (iii) that the draft Plan of Subdivision application be draft approved, subject to the conditions as set out in Appendix B to this memorandum;
  - (iv) that prior to draft approval for the draft Plan of Subdivision being granted, the applicant pay the applicable processing fees in accordance with the Town's Tariff of Fees By-law; and,
  - (v) that servicing capacity for a maximum of 117 units or 371 persons equivalent be allocated to the subject lands.

- c) That the Zoning By-law Amendment and draft Plan of Subdivision applications submitted by Country Wide Homes (Jefferson) Inc. for lands known as Lot 3, Plan 65M-2071 (Municipal Address: 307 Harris Avenue), Town Files D02-14025 and D03-14009, be approved subject to the following:
- (i) that Council approve the draft Zoning By-law Amendment as set out in Appendix C to this memorandum and that it be brought forward to a regular meeting of Council for consideration and enactment;
  - (ii) that prior to enactment of the Zoning By-law Amendment, the applicant pay the applicable processing fee in accordance with the Town's Tariff of Fees By-law;
  - (iii) that the draft Plan of Subdivision be draft approved, subject to the conditions as set out in Appendix D to this memorandum;
  - (iv) that prior to draft approval of the draft Plan of Subdivision being granted, the applicant pay the applicable processing fees in accordance with the Town's Tariff of Fees By-law; and,
  - (v) that servicing capacity for a maximum of 5 units or 18 persons equivalent be allocated to the subject lands.
- d) That the Zoning By-law Amendment and draft Plan of Subdivision applications submitted by Country Wide Homes (Jefferson) Inc. for lands known as Lots 11, 27 and 28, Plan 1916 (Municipal Addresses: 196 and 210 Harris Avenue, and 211 Jefferson Sideroad), Town Files D02-16001 and D03-16002, be approved subject to the following:
- (i) that Council approve the draft Zoning By-law Amendment as set out in Appendix A to this memorandum and that it be brought forward to a regular meeting of Council for consideration and enactment;
  - (ii) that the draft Plan of Subdivision be draft approved, subject to the conditions as set out in Appendix E to this memorandum;
  - (iii) that prior to draft approval being granted, the applicant pay the applicable processing fees in accordance with the Town's Tariff of Fees By-law; and,
  - (iv) that servicing capacity for a maximum of 19 units or 73 persons equivalent be allocated to the subject lands.

### **Background:**

At the Committee of the Whole meeting held on March 19, 2018, Council considered staff report SRPRS.18.044 respecting a request for approval of various Zoning By-law Amendment and draft Plan of Subdivision applications submitted by Country Wide Homes (Jefferson Inc.) and Giuseppina Brunetto (item 11.5), in addition to a Memorandum dated March 15, 2018 from the Commissioner of Planning and Regulatory Services (item 11.28) (refer to Appendix F). In consideration of the staff report which recommended approval of the various applications and in response to the Memorandum, Council adopted the following motion:

**“a) That staff be directed to report back to Council at its March 26, 2018 meeting with revised planning instruments to implement Option 5 attached to the memorandum from the Commissioner of Planning and Regulatory Services, dated March 15, 2018, with respect to the Request for Approval, Zoning By-law Amendment and Draft Plan of Subdivision Applications submitted by Country Wide Homes (Jefferson Inc.) and Giuseppina Brunetto for 196 and 210 and 226 to 288 and 307 Harris Avenue, 211 and 223 to 305 Jefferson Sideroad, and 30 Beech Avenue, File Numbers D02-14024 and D03-14008, D02-14025 and D03-14009, and D02-16001 and D03-16002.**

**b) That, at this time, the road bulb on the end of Wicker Drive be left in its current condition.”**

Staff has prepared this Memorandum in response to Council's direction.

### **Revised Draft Plan of Subdivision Application (Town File D03-14009):**

The applicant has submitted a revised draft Plan of Subdivision, revision number 6, dated March 19, 2018, to implement Council's direction regarding the configuration of Street A (refer to Map 1). Staff has reviewed the revised draft Plan and note that the plan is generally consistent with Option 5 (Interim Design) appended to the Memorandum dated March 15, 2018.

The draft Plan of Subdivision conditions of approval contained in Appendix D to this Memorandum would amongst others, implement the revised draft Plan accordingly and secure for the sidewalk and trail connection within the Town owned lands.

### **Revised Draft Zoning By-law Amendment Application (Town File D02-14025):**

The applicant has advised that due to the revision to proposed Street A on the draft Plan of Subdivision, Lot 6 denoted on the Plan requires relief from the proposed **“Residential Wide Shallow One (RWS1) Zone”** under By-law 235-97, as amended. The applicant has proposed the following additional relief:

1. a minimum rear yard setback of 6 metres (19.69 feet) whereas the By-law requires 7.5 metres; and,
2. a maximum lot coverage of 45% whereas the By-law permits a maximum 40% lot coverage.

Staff has reviewed the requested relief and is of the opinion that the request is appropriate in response to a site specific condition. Staff is satisfied that the resultant single detached dwelling would be compatible with the existing and planned character of adjacent and surrounding areas with respect to the predominant building form and type, massing and general patterns of yards. The draft Zoning By-law Amendment contained in Appendix C to this Memorandum would implement the proposed development.

### **Conclusion:**

The draft Plan of Subdivision conditions of approval and the draft Zoning By-law Amendment contained in Appendices B and C, respectively, would implement the proposed development in accordance with the Council direction from the March 19, 2018 Committee of the Whole Meeting.

"Signed version on file in the Office of the Clerk"

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Kelvin Kwan  
Commissioner of Planning and Regulatory Services

**Attachments:**

The following attached documents may include scanned images of appendices, maps and photographs. If you require an alternative format, please call contact person listed in this document.

- Appendix A, Draft Zoning By-law Amendment
- Appendix B, Draft Plan of Subdivision D03-14008 Conditions of Approval
- Appendix C, Draft Zoning By-law Amendment
- Appendix D, Draft Plan of Subdivision D03-14009 Conditions of Approval
- Appendix E, Draft Plan of Subdivision D03-16002 Conditions of Approval
- Appendix F, Memorandum from K. Kwan, Commissioner of Planning and Regulatory Services, dated March 15, 2018
- Map 1, Draft Plan of Subdivision

## The Corporation of the Town of Richmond Hill

### By-law \*\*-18

A By-law to Amend By-law 128-04, as amended of  
The Corporation of the Town of Richmond Hill and  
By-law 235-97, as amended of  
The Corporation of the Town of Richmond Hill

Whereas the Council of The Corporation of the Town of Richmond Hill at its Meeting of \_\_\_\_\_, directed that this by-law be brought forward to Council for its consideration;

The Council of The Corporation of the Town of Richmond Hill enacts as follows:

1. That By-law 128-04, as amended of The Corporation of the Town of Richmond Hill ("By-Law 128-04"), be and hereby is further amended by:
  - a) removing those lands shown on Schedule "A" to this By-law \*\*-18 (the "Lands") and any provisions of By-law 128-04, as amended, that previously applied to the Lands shall no longer apply to the Lands.
2. That By-law 235-97, as amended of The Corporation of the Town of Richmond Hill ("By-law 235-97") be and is hereby further amended as follows:
  - a) by expanding the area of By-law 235-97 to include the Lands;
  - b) by rezoning the Lands to "Single Detached Four (R4) Zone", "Single Detached Six (R6) Zone", "Semi-detached One (RD1) Zone", "Multiple Residential One (RM1) Zone", and "Open Space (O) Zone" under By-law 235-97, as amended, as shown on Schedule "A" of this By-law \*\*-18; and,
  - c) by adding the following to Section 7 - Exceptions  
"7.50  
Notwithstanding any inconsistent or conflicting provisions of By-Law 235-97, as amended, the following special provisions shall apply to the lands zoned "Single Detached Four (R4) Zone" and more particularly shown as "R4 (50)" on Schedule "A" to By-law \*\*-18:
    - i) Minimum Lot Area (Interior Lot): 360 square metres (3875 square feet)
    - ii) Minimum Lot Area (Corner Lot): 450 square metres (4844 square feet)"
  - d) by adding the following to Section 7 – Exceptions  
"7.51  
Notwithstanding any inconsistent or conflicting provisions of By-Law 235-97, as amended, the following special provisions shall apply to the lands zoned "Semi-detached One (RD1) Zone" and more particularly shown as "RD1 (51)" on Schedule "A" to By-law \*\*-18:
    - i) Minimum Lot Area (Interior Lot): 420 square metres (4521 square feet)
    - ii) Minimum Lot Area (Corner Lot): 510 square metres (5490 square feet)
    - iii) Minimum Lot Frontage (Corner Lot): 16.3 metres (53.48 feet)"

- e) by adding the following to Section 7 – Exceptions

“7.52

Notwithstanding any inconsistent or conflicting provisions of By-Law 235-97, as amended, the following special provisions shall apply to the lands zoned “Multiple Residential One (RM1) Zone” and more particularly shown as “RM1 (52)” on Schedule “A” to By-law \*-18:

- i) Minimum Lot Area (Interior Lot): 170 square metres (1830 square feet)”
3. All other provisions of By-law 235-97, as amended, not inconsistent with the foregoing, shall continue to apply to the lands shown on Schedule “A” attached hereto.
4. The imperial measurements found in this by-law in brackets are provided for information purposes only and are intended to be an approximate conversion of the metric measurements. The metric or SI measurements shall be deemed to be the standards established by this by-law and, wherever there is a variance between the metric or SI measurements and the imperial measurements, the metric or SI measurement shall apply.
5. Schedule “A” attached to By-law \*-18 is declared to form a part of this by-law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Dave Barrow  
Mayor

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Stephen M.A. Huycke  
Town Clerk

# **The Corporation of The Town Of Richmond Hill**

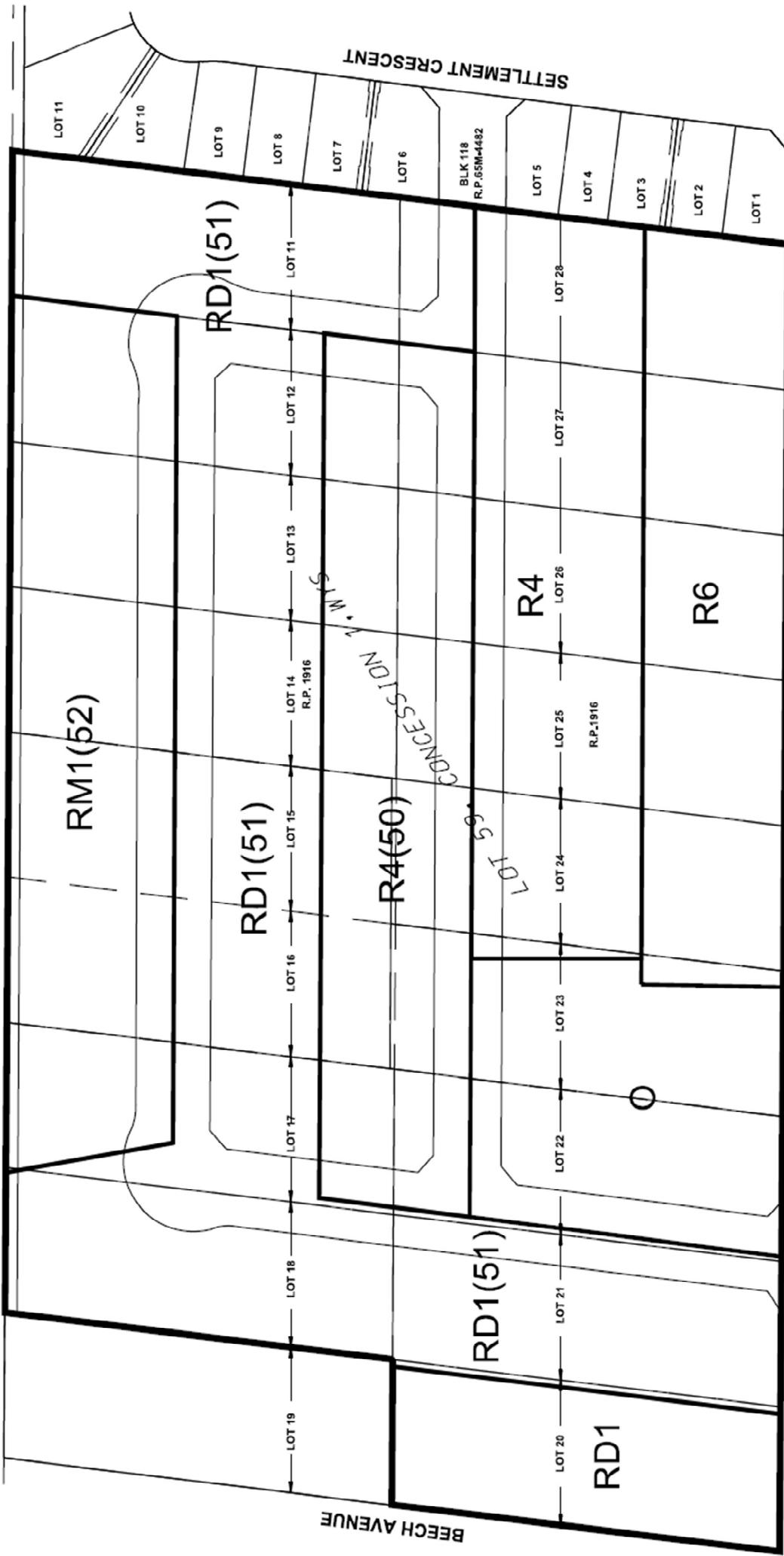
## **Explanatory Note to By-Law \*\*-18**

By-law \*\*-18 affects the lands described as Lots 1 to 5, Plan 9597, Lot 11, 15 to 18, 20 to 24, 27 and 28, Registered Plan 1916, municipally known as 30 Beech Avenue, 196, 210, 226, 234, 246, 260, 276 and 288 Harris Avenue, and 211, 223, 235, 251, 273, 291 and 305 Jefferson Sideroad.

By-law \*\*-18 will have the following effect:

1. remove the Lands from By-law Number 128-04, as amended;
2. add the Lands to By-law Number 235-97, as amended and zone the Lands to “Single Detached Four (R4) Zone”, “Single Detached Six (R6) Zone”, “Semi-detached One (RD1) Zone”, “Multiple Residential One (RM1) Zone”, and “Open Space (O) Zone” to facilitate a residential development comprised of 45 single detached dwellings, 74 semi-detached dwellings and 34 townhouse dwellings; and,
3. establish appropriate development standards under the R4, RD1 and RM1 Zone over a portion of the Lands.

JEFFERSON SIDEROAD



**SCHEDULE "A"**  
 TO BY-LAW NO. XXX

— AREA SUBJECT TO THIS BY-LAW

This is Schedule "A" to By-Law  
 No. XXX passed by the Council  
 of The Corporation of the Town of Richmond Hill on the  
 Day of

\_\_\_\_\_  
 Dave Barrow  
 Mayor

\_\_\_\_\_  
 Stephen M.A. Huycke  
 Town Clerk

The Corporation of The Town of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-14008

**Country Wide Homes (Jefferson) Inc. and**

**Guisseppina Brunetto**

**Lots 1 to 5, Plan 9597, and Lots 15 to 18, 20 to 24, 56 and 57, Plan 1916**

**Town of Richmond Hill**

Town of Richmond Hill

**Development Planning Division**

1. Approval shall relate to a draft Plan of Subdivision prepared by Evans Planning Inc., having a revision number 9, dated August 21, 2017.
2. The lands within this draft Plan of Subdivision shall be appropriately zoned by a zoning by-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. Prior to final approval of the Plan, the Owner shall provide the Town with evidence in the form of an Ontario Land Surveyor Certificate that:
  - a. any existing buildings or structures on the lands as of the date of final approval, are situated so as to comply with applicable zoning by-laws after registration of the plan; and,
  - b. all lot frontages and lot areas within the plan conform to the applicable zoning by-law.
4. The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the Town and the York Region Planning and Development Services Department. The Owner shall agree in the Subdivision Agreement that all street names shall be identified to the satisfaction of the Town prior to construction of any buildings.
5. The Owner shall agree in the Subdivision Agreement that no building permit application will be submitted for any individual lot or block until the Owner has submitted architectural design plans of the building facades, for all lots and/or blocks within the plan and obtained the approval of the Town through the Architectural Design Control process. Such architectural design plans shall be in accordance with Town approved Architectural Design Control Guidelines. The Owner shall agree to build in accordance with the approved plans.

## Development Engineering Division

6. The road allowances and road widenings included within this draft Plan of Subdivision shall be dedicated as public highways to the Town without monetary consideration and free of all charges and encumbrances.
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 Town without monetary consideration and free of all charges and encumbrances.
8. a) Prior to final approval of the draft plan or any portion thereof, the Owner shall enter into one or more Subdivision Agreements with the Town in order to satisfy the financial, servicing and other requirements of the Town, including the construction and installation of municipal services (including, inter alia, roads, curbs, gutters, sidewalks, watermains, sanitary sewers, storm sewers, street lights, traffic lights, street name and regulatory signs) at the Owner's expense, both upon the lands within the draft plan and upon lands external thereof, provision of insurance, payment of Development Charges and prepayment of Local Improvement charges as required by the Town.  
  
b) The Owner shall agree in the Subdivision Agreement to pay all processing fees in accordance with the Town's Tariff of Fees By-Law with respect to the subdivision of lands, and shall pay any new or additional costs or fees imposed upon the Town by the Province of Ontario or The Regional Municipality of York which relate to the lands within the draft plan and which may arise prior to the final execution of the Subdivision Agreement. Payment of applicable Regional, Educational and Town-wide Development Charges will be required prior to the issuance of any building permit upon the subdivision lands.
9. Prior to final approval of the draft plan or in any portion thereof, the Owner shall enter into an agreement with a distributor as that term is defined in the Electricity Act, 1998, respecting the provisions of electric service and street lighting.
10. Such easements as may be required for utility, municipal servicing or drainage purposes, or grading alteration shall be granted to the Town or other appropriate authority in priority to all charges and encumbrances. Such easements to be conveyed to the Town, Region, the Province or the Toronto and Region Conservation Authority shall be conveyed without monetary consideration.
11. Prior to entering into any agreement with any telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, which is to be deeded or dedicated to the Town, the Region, Her Majesty the Queen in the Right of the Province of Ontario or any other public authority, including, inter alia, land which is to be dedicated to the Town the Region, Her Majesty the Queen in the Right of the Province of Ontario as public highways, the Owner shall obtain the approval of the Town of the location of any services permitted by such agreement and the wording of the agreement.

Wherever any agreement with a telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, and any easement which has been transferred or is to be transferred to a telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, permits or will permit the installation of aboveground services or facilities, prior to entering into the agreement or transferring such easement, the Owner shall obtain the approval of the Town of the design of such services and facilities. The Owner shall agree in the Subdivision Agreement to not construct or permit to be constructed any aboveground services or facilities inconsistent with or not in accordance with approved design drawings.

The Owner shall agree in the Subdivision Agreement to provide evidence satisfactory to the Town that the aforesaid restrictions have been complied with prior to registration of the Subdivision Agreement.

12. The Owner shall agree in the Subdivision Agreement to obtain the approval of the appropriate authority for the installation of electric, gas, telephone and telecommunication services and that the installation of those services shall be underground within the road allowances or within other appropriate easements.
13. The Owner shall permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such 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. The Owner shall agree to the foregoing in the Subdivision Agreement.
14. Public highways shall be designed in accordance with the Town's standards for road and intersection design, temporary turning circles, day lighting triangles, and 0.3 metre reserves. For public highways designated as local roads, curb radii shall be designed to provide a 9.5 metre pavement width within the horizontal curve at all changes in horizontal alignment between 60 to 90 degrees.
15. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the Town and the Regional Transportation Department.
16. The Owner shall agree in the Subdivision Agreement that all portions of public highways which are not paved and all drainage swales on public or private property shall be graded and sodded in accordance with the standards of the Town.
17. The Owner shall agree in the Subdivision Agreement to grade and seed all undeveloped lands within the plan, other than conservation lands, and to maintain, to the satisfaction of the Town, all undeveloped lands within the plan.

18. The Owner shall agree in the Subdivision Agreement that maintenance of any retaining walls constructed within this draft Plan of Subdivision shall be the responsibility of the Owner, and of subsequent Owners. Retaining walls shall not be constructed upon lands to be transferred to the Town, unless otherwise approved by the Commissioner of Planning and Regulatory Services.
19. Prior to final approval, a soils report with respect to the sufficiency and adequacy of the soil within the draft plan to sustain the municipal services and buildings and other structures to be constructed within the draft plan shall be submitted to the Town for review and approval.
20. The Owner shall provide to the Town, engineering drawings for, and shall agree in the Subdivision Agreement to install, to the satisfaction of the Town, watermains, sanitary sewage works, storm sewage works, adequate pavement width for roadways, curbs, gutters, sidewalks, street lighting, traffic signals, regulatory signs, street name signs, and any other services or facilities as required. The Owner shall not connect any watermain or sewer to existing municipal systems without the written approval of the Town. All lands to be conveyed to the Town for open space purposes and all easements shall be shown on the engineering drawings. The Owner shall obtain the approval of the Region and/or the Ministry of the Environment, by way of certificate of approval, for the installation of watermains, sanitary sewage works, and storm sewage works.

Further, the Owner shall agree in the Subdivision Agreement that the plan or any portion thereof shall not be granted final approval and registered until:

- a. adequate sanitary sewage is available as determined by the Town and has been allocated, by the Town, to the plan; and,
- b. adequate water supply capacity is available, as determined by the Town, and has been allocated, by the Town, to the plan.

And further, the Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the Town and the Regional Municipality of York from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

21. The Owner shall agree in the Subdivision Agreement that the sanitary and storm sewers shall be connected and drained to outlets approved by the Ministry of the Environment, the Region of York, the Town of Richmond Hill and where applicable, the Toronto and Region Conservation Authority.
22. The Owner shall agree in the Subdivision Agreement that the water distribution system for this draft Plan of Subdivision shall be looped within this draft Plan of Subdivision and with the existing watermain system on the periphery of this draft Plan of Subdivision as necessary, and that allowance shall be made for the future servicing of parcels of land abutting this draft Plan of Subdivision as required by the Town.

23. The Plan of Subdivision or any portion thereof shall not be given final approval for registration until such time as storm and sanitary sewer outlets, water distribution systems, and site access via local and collector road systems are available or other arrangements satisfactory to the Town have been made.
24. The Owner shall agree in the Subdivision Agreement that no building permits will be applied for or issued for any individual lot or block until the Owner has submitted an individual house siting and grading plan and obtained the approval of the Town for such individual lot or block plan showing inter alia, the driveway location(s) within the road allowance and the building(s) on the lot. The Owner shall agree to build in accordance with the approved plan.
25. The pattern of streets and the layout of reserve blocks within this draft Plan of Subdivision shall be designed to align precisely with the pattern and layout for existing plans or any adjoining proposed Plan of Subdivision.
26. The Owner shall agree in the Subdivision Agreement:
  - a. to be responsible for the proper drainage within this draft Plan of Subdivision and the effect of such drainage on all lands abutting this draft plan;
  - b. that all lot and block grading plans shall be prepared by the engineer for the Owner in accordance with the Town's Design Criteria and Design Standards and to provide individual lot grading plans for each lot on the plan prior to the issuance of building permits;
  - c. that for the purpose of preparation of the overall lot and/or block grading plans and the individual lot grading plans, the Owner shall comply with the Town policy with respect to usable yard criteria;
  - d. to develop the lands within the plan in accordance with the approved grading plans and individual lot grading plans; and,
  - e. that the overall lot and/or block grading plans and the individual lot grading plans shall reflect the Tree Inventory and Management Plan and shall minimize grade changes in areas of trees to be retained.
27. The Owner(s) shall agree in the Subdivision Agreement to provide the Town with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the Town's digital submission requirements. These plans shall be tied to horizontal control at a minimum of three (3) locations at the extreme corners of the plan. The Owner(s) shall agree in the Subdivision Agreement to provide as built engineering drawings (including tributary areas drawings), in accordance with the digital and hard copy submission requirements specified in Town Standards and shall include the database required to satisfy the Town's Infrastructure Management System.

28. Prior to final approval of the draft plan or any portion thereof, arrangements satisfactory to the Town shall be in place to provide for the following community services (at a time and with securities satisfactory to the Town and with the conveyance of the necessary lands or easements for the community services to the Town at a time satisfactory to it), which community services are in accordance with, or necessarily incidental to the Master Environmental Servicing Plan (MESP) for the Harris Beach Infill Area and the Functional Servicing Report (FSR) prepared by Masongsong Associates Engineering Limited.
- a. Construction of one primary means of public road access from the roads within the draft plan to Harris Avenue, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
  - b. Construction of a secondary means of public road access from the roads within the draft plan to Settlement Crescent, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
  - c. Construction of a public road access from the roads within the draft plan to Wicker Drive, if deemed necessary by the Town, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
  - d. Construction of the piped water supply system and appurtenances external to the draft plan, including upgrades to the existing system, for the pressure district servicing the draft plan (to the satisfaction of the Region as well as the Town) and construction of the piped water supply system to service the draft plan, all as outlined in the MESP and FSR;
  - e. Construction of the sanitary sewer system and appurtenances external to the draft plan to an established outlet and construction of sanitary sewers and appurtenances to service the draft plan, all as outlined in the MESP and FSR;
  - f. Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the MESP and FSR, together with required outlet(s) to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
  - g. Conveyance of all lands external to the draft plan required for municipal servicing purposes, all as outlined in the MESP and FSR.
29. Prior to any grading, stripping or servicing of the lands included within the draft plan, the Owner shall provide a detailed Stormwater Management Report. This report shall be completed to the satisfaction of the Commissioner of Planning and Regulatory Services and shall address:
- a. the selection of stormwater management source, conveyance, low impact development and end-of pipe practices to be implemented within and external to the draft plan to address water quantity, water quality, and erosion control;
  - b. the protection of groundwater quality and quantity;

- c. the stormwater management design, inspection, operation and maintenance procedures and associated costs;
- d. a water balance analysis for the groundwater system to compare pre and post development conditions, identify the annual water balance deficit and proposed measures to remediate any deficit;
- e. erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features; and,
- f. monitoring plans, programs, equipment, procedures and associated costs required to address stormwater management performance in accordance with the requirements of the MESP and FSR.

Such report(s) shall utilize as guidelines the Ministry of the Environment Stormwater Management Planning and Design Manual, and the Town of Richmond Hill Stormwater Management Design Criteria. The Owner shall incorporate the recommendations of this report into the applicable engineering plans to be prepared for approval by the Commissioner of Planning and Regulatory Services.

30. The Owner shall agree in the Subdivision Agreement:

- a. to implement the recommendations of the Stormwater Management Report;
- b. to undertake the performance monitoring program specified in the MESP and FSR and to provide appropriate securities to carry out or cause to be carried out the performance monitoring program; and,
- c. to convey lands to the Town for the necessary stormwater management facilities without monetary consideration and free of all charges and encumbrances to the satisfaction of the Commissioner of Planning and Regulatory Services.

31. The Owner shall agree in the Subdivision Agreement:

- a. to demonstrate that, prior to assumption of municipal services, all stormwater management facilities are performing in accordance with their approved design to the satisfaction of the Commissioner of Planning and Regulatory Services; and,
- b. to satisfy the quality and quantity performance monitoring requirements during construction and for assumption specified in the Town of Richmond Hill Stormwater Management Design.

32. The Owner shall engage the services of a certified noise consultant to complete a noise study recommending noise control features satisfactory to the Town, the Regional Transportation and Works Department and in accordance with Ministry of the Environment and Energy noise guidelines.

33. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the study referred to in Condition 32, shall be implemented as approved. Prior to final approval of the Plan of Subdivision, a copy of the fully executed Subdivision Agreement shall be forwarded to the Regional Transportation and Works Department.

34. Where the noise study has determined that a noise level of between 55 dBA to 60 dBA will remain, despite the implementation of the recommendations of that study, the following warning clause shall be included in the registered Subdivision Agreement with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants."

Such clause shall be required to be included in all offers of purchase and sale for the lots or blocks affected.

35. Where the noise study has determined that noise attenuation fences will be constructed onto lots or blocks within the plan, the following warning clause shall be included in the registered Subdivision Agreement with respect to the lots or blocks affected:

"Purchasers are advised that where noise attenuation fences are shown on the plans attached to the Subdivision Agreement with the Town (Schedule B), it is the requirement of the Town that such noise attenuation fences be constructed on private property and that they be maintained by the individual Owner of the lot(s) or block(s) to the satisfaction of the Town."

Such clause shall be required to be included in all offers of purchase and sale for the lots or blocks affected.

36. Prior to final approval, the Owner shall agree in the Subdivision Agreement to retain a qualified hydrogeologist to assess the condition of all private wells with respect to quantity of water produced and its quality for drinking purposes. The hydrogeologist will identify the potential area of impact of the proposed construction and assess and report on the potential for construction activity, associated with the servicing of the subdivision, to detrimentally impact any of the wells. In the event any of the identified wells deteriorate as a result of this development, as determined by the hydrogeological assessment, the Owner agrees to provide the services of a hydrogeologist to investigate claims and recommend appropriate solutions, in a timely manner, and that the cost of any or all investigations and remedies will be the sole responsibility of the Owner.

37. The Owner shall agree in the Subdivision Agreement that Blocks 67 to 72 all inclusive, shall be shown as blocks on the final plan and shall be developed only in conjunction with abutting lands. If the Owner acquires the abutting lands prior to the release of this draft plan for registration, the abutting lands may be combined with the said blocks and shown as lots within the final plan. Further, with respect to this restriction, the Owner shall provide and register restrictions under Section 118 of the Land Titles Act, satisfactory to the Town.

38. Prior to final approval of the Plan either:

- a. Draft plan **19T-16002** in the form approved by the Town (or OMB) shall be registered and adequate public road access to Settlement Crescent adjacent to the Plan (to the east) shall have been provided, together with storm, sanitary and water services, to the satisfaction of the Town; or,
- b. The lands to form the public road access adjacent to the Plan (to the east) shall have been conveyed to the Town without cost and free of encumbrances, and arrangements satisfactory to the Town shall be in place for the construction of the road thereon, together with storm, sanitary and water services.

39. The Owner shall:

- a. pay **Duke of Richmond Developments Inc.** and **Autumn Grove Builders Ltd.** the following amounts and provide the Town with a written acknowledgment from **Duke of Richmond Developments Inc.** and **Autumn Grove Builders Ltd.** of receipt of the monies, or, at the sole option of the Town;
- b. make such other arrangements satisfactory to the Town for these payments to **Duke of Richmond Developments Inc.** and **Autumn Grove Builders Ltd.**

The amount of such payment is **\$57,865** to **Duke of Richmond Developments Inc.** and **\$10,212** to **Autumn Grove Builders Ltd.**, subject to adjustment in accordance with the index of Statistics Canada Quarterly, Construction Price Statistics, Catalogue Number 62-007, Table 6.1, Toronto, Institutional Building (School), Index P-10019 or such other index as determined by the Town, at its sole discretion, from the date of issuance of draft approval of the plan to the date of payment as aforesaid. Adjustments to the date of the giving of draft approval shall be based on the change in the said Index from that date for the periods (monthly, semi-annual or otherwise) as determined by the Town in its sole discretion.

40. The Owner shall agree in the Subdivision Agreement to implement the following Sustainability Metrics as described in Richmond Hill Sustainability Performance Metrics Tool, and as depicted on the plans as finally approved by the Town, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work:

- a. Metric 2.E.1 100% of streets will have continuous sidewalks, or equivalent provisions, provided on both sides of streets; and,

- b. Metric 4.C.2 Uplighting will not be included in the design and all exterior lighting fixtures > 1,000 lumens will be shielded to prevent night sky lighting.

**Policy Planning Division – Park and Natural Heritage Planning Section**

- 41. The Owner shall agree in the Subdivision Agreement to convey to the Town, stormwater management Block 73, and walkway Blocks 75, 76 and 77.
- 42. The Owner shall convey to the Town Blocks 73, 75, 76 and 77 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the Town.
- 43. Prior to registration of the plan, the Owner shall submit a Phase 1 Environmental Site Assessment (ESA) for Blocks 73, 75, 76 and 77 carried out consistent with the Canadian Standards Association Standard Z768-01. Additionally the Owner shall agree in the Subdivision Agreement to implement the recommendations of the Phase 1 Environmental Site Assessment including the undertaking of a phase II ESA and/or a remedial plan, if such work is recommended, and to pay for all costs associated with the implementation. Any required ESA/Remedial Plan should not contain a limitation upon the right of the Town to rely upon it and/or the information contained therein.
- 44. The Owner agrees that no trees, vegetation or environmentally significant features within the draft plan shall be removed or altered without the written consent of the Town. Further, in the event that any trees, vegetation or environmentally significant features within the draft plan are removed or altered without the written consent of the Town, the Owner shall restore the lands and/or provide compensation to the municipality as required by the Town.
- 45. Prior to any grading, development, pre-servicing or site alteration the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the Town's guidelines for the preparation of such reports and to the satisfaction of the Town. The Owner shall agree to implement the recommendations of Tree Inventory and Preservation Plan finally approved by the Town, to pay all costs associated with implementation, to replace the loss of tree cover either through replanting and/or cash-in-lieu of planting, and provide associated securities upon request to guarantee undertaking of the work.
- 46. Prior to execution of the Subdivision Agreement, the Owner shall prepare and submit for approval by the Town Landscape Plans, which will provide for:
  - a. Landscaping traffic islands and circles;
  - b. Boulevard/street trees;
  - c. Pedestrian/trail linkages and associated landscaping through Block 75 from 'Street A' to Beech Avenue, and through Blocks 76 and 77 from 'Street A' to Jefferson Sideroad;
  - d. Entrance features;

- e. Any landscaping indicated in the applicants IGMS/Sustainability Metrics proposal – specifically soil quality, soil volume and tree replacement;
- f. Landscaping of the stormwater management block (Block 73);
- g. Tree cover replacement; and,
- h. Any other specific landscaping required.

The Owner shall agree in the Subdivision Agreement to implement the Landscape Plans as finally approved by the Town, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work.

- 47. The Owner shall agree in the Subdivision Agreement that topsoil used throughout the Plan will be fertile and consistent with Town standards. Further, the Owner shall confirm that such is the case by submitting reports and soil test results as requested by the Town. If the results of the reports and soil tests indicate that the topsoil is not fertile and/or does not meet Town standards, reports must recommend how the topsoil should be amended to meet such requirements.
- 48. Prior to any grading, stripping or pre-servicing of the lands, the Owner shall prepare and submit for approval by the Town, grading and servicing plans, which provide for:
  - a. consistency with the recommendations of the approved Tree Inventory and Preservation Plan; and,
  - b. permanent chain link fencing consistent with Town standards, where valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands.
- 49. The Owner shall agree in the Subdivision Agreement that warning clauses will be included in all agreements of purchase and sale, and that information will be provided on all community information maps and promotional sales materials, providing notice as follows:
  - a. that encroachments of any kind are not permitted in natural heritage blocks, valleylands, valleyland buffers, stormwater management blocks, or park lands;
  - b. that Block 73 will be used for stormwater detention purposes and may have a pond retaining from time to time a level of water that may be dangerous to unattended children or to other persons not adequately supervised. Neither the Owner nor the Town shall be responsible to provide any supervision on the said land of any kind and purchasers agree to release, indemnify and save harmless the Owner and Town from any and all claims arising from the use or occupation of Block 73 by the purchasers, their family, friends or invitees;

- c. that it is the intention of the Town that all or part of the stormwater management lands are to be naturalized and left in its natural state, provided the Purchasers acknowledge that nothing in this notice shall in any manner whatsoever preclude or be interpreted as precluding the Town from undertaking any improvements to the said lands at any further date; and,
- d. That adjacent lands are intended to include public walkways and trails and that such uses may result in increased vehicular and pedestrian traffic on the street and adjacent to or in the vicinity of the property and a high volume of pedestrian traffic on the walkways. Purchasers are further advised that properties adjacent to such Blocks may be affected by noise and lighting from such uses.

## **Region of York**

### **Regional Planning and Development Services Department**

50. The road allowances included within the draft Plan of Subdivision shall be named to the satisfaction of the Town of Richmond Hill and York Region.
51. Prior to final approval, York Region shall confirm that adequate water supply and sewage servicing capacity are available and have been allocated by the Town of Richmond Hill 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.
52. The Owner shall enter into an agreement with the Region wherein the Owner shall save harmless the Town of Richmond Hill and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
53. Prior to final approval, the engineering drawing showing the layout of the watermains and sewers shall be submitted to the Infrastructure Asset Management Branch for review.
54. The Owner shall enter into an agreement with the Region that any direct connection (temporary or permanent) to the York Region water or wastewater system requires Regional approval prior to construction, and engineering drawings showing details of the connection shall be submitted to the Infrastructure Asset Management Branch for approval.
55. Prior to final approval, the Owner shall satisfy the Regional Municipality of York Transportation Services Department that the services to be installed within or in conjunction with the Plan will provide for sidewalks on both sides of the roadway(s) listed below, unless only one side of the street lies within the limits of the subject lands. The sidewalks shall meet the local municipality's standards, and be provided by the Owner along the subject lands' frontage onto roadway(s) that have/will have transit services. Existing YRT/Viva transit services operate on the following roadway in the vicinity of the subject lands:
  - Jefferson Sideroad

56. Prior to final approval, the Owner shall satisfy the Regional Municipality of York Transportation Services Department and the area municipality that the services to be installed by the Owner within or in conjunction with the Plan will provide a concrete pedestrian access connection from the internal roadway(s) to the Regional roadway as follows:

- Connecting Street A to Jefferson Sideroad

The concrete pedestrian access connection shall meet the local municipality's standards for sidewalks and shall be owned and maintained by the area municipality.

57. The Owner shall enter into an agreement with the Region to convey the lands to the local municipality to provide for such pedestrian access connection referred to in Condition No. 56 above.

58. Prior to final approval, the Owner shall submit drawings showing, as applicable, the sidewalk location(s) and concrete pedestrian access, to the satisfaction of York Region.

59. The Owner shall enter into an agreement with the Region to advise all potential purchasers of the existing and/or future introduction of transit services in this development as identified in Condition 55. This includes current and potential transit routes, bus stops and shelter locations. This shall be achieved through distribution of information/marketing materials (YRT/Viva route maps, Future Plan maps and providing YRT/Viva website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT/Viva route maps and the Future Plan maps are available from YRT/Viva upon request.

60. The Owner shall satisfy the Regional Municipality of York Transportation Services Department that the services to be installed within or in conjunction with the Plan will include illumination in accordance with the local municipality's design standards along all street(s) which have or will have transit services, sidewalks, pedestrian access and bus stop location(s).

61. Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Corporate Services Department.

62. 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.

### **Toronto and Region Conservation Authority**

63. That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit, provide and/or attain the approval from the TRCA for:

- a. A detailed engineering report stamped by a professional engineer that in addition to describing the storm drainage system for the proposed development of the subject lands, includes:
    - i. Location and description of all outlets and other facilities, grading, site alterations or development which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourse Regulation;
    - ii. Confirmation that TRCA's stormwater management criteria and the criteria requirements for water balance have been met or exceeded;
    - iii. Water balance measures with supporting calculations;
    - iv. Detailed drawings, locations and plans for proposed water balance and LID measures on the appropriate drawings;
    - v. Detailed grading plans and site servicing plans.
  - b. A detailed and comprehensive Erosion and Sediment Control Report, which complies with the TRCA's *Erosion and Sediment Control Guidelines for Urban Construction* (available at [www.sustainabletechnologies.ca](http://www.sustainabletechnologies.ca)). The report should address sensitives on and adjacent to the site as identified in an environmental study.
  - c. A comprehensive Monitoring Plan for potential downstream erosion resulting from the stormwater management facility is prepared to our satisfaction. This monitoring plan must include monitoring throughout construction and post-construction (5 years after municipal assumption).
64. That the applicant obtain all Ontario Regulation 166/06 (as amended) permits from the TRCA for all works proposed on the subject property for which permits would be required.
65. That the Owner agrees in the Subdivision Agreement, in wording acceptable to the TRCA:
- a. To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and analyses to be approved by TRCA, including water balance and infiltration measures identified in the engineering report;
  - b. To agree to, and implement, the requirements of the TRCA's conditions in wording acceptable to the TRCA;
  - c. To design and implement on-site erosion and sediment controls in accordance with the Erosion and Sediment Control Report and current TRCA standards;
  - d. To maintain all stormwater management and erosion and sedimentation control structures operating in good repair during the construction period, in a manner satisfactory to the TRCA;

- e. To obtain all necessary TRCA permits pursuant to Ontario Regulation 166/06 (as amended) from the TRCA;
- f. To provide and install the LID measures identified in the engineering report for the purchaser prior to occupancy, these include increased topsoil depth and any other LID measures proposed and found acceptable to the Town and TRCA;
- g. To provide securities for the long-term monitoring of the downstream receiving system (5 years after municipal assumption) in accordance with the Monitoring Plan to the satisfaction of the TRCA and the Town;
- h. To provide securities to conduct remediation works to the downstream receiving system in the event of erosion caused by discharge from the stormwater management facility (which form a part of this subdivision) during the monitoring period to the satisfaction of the TRCA and the Town;
- i. That a warning clause be included in all agreements of purchase and sale, and information is to be highlighted on all community information maps and promotional sales materials for lots which contain LID/infiltration measures which identifies the following:

“The Low Impact Development measure(s) located on the subject property form an integral part of the stormwater management infrastructure for the community. It is the Owner’s responsibility to maintain this system and to ensure that proper drainage is maintained.”

66. That the draft plan be red-line revised (if necessary), to meet the requirements of TRCA’s conditions, or to meet current established standards in place as of the date of a request for registration of the Plan or any phase thereof.

## **Ministry Of Culture**

67. Prior to final approval, and prior to the initiation of any grading, the Owner shall carry out an archaeological assessment of the entire area within this draft Plan of Subdivision and shall prepare a report which will identify significant archaeological sites to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.

68. The Owner shall agree in the Subdivision Agreement that no development or grading shall occur on any site identified as being archaeologically significant by the assessment referred to in Condition 67, until archaeological excavations of all significant sites within any phase for which final approval is sought has been carried out to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.

## Clearance Conditions

69. Final approval for registration may be issued in phases provided that:

- a. all government agencies agree to registration by phases and provide clearances as required in Conditions 70, 71, 72, and 73; clearances will be required for each phase proposed for registration by the Owner; furthermore, the required clearances may relate to lands not located within the phase sought to be registered.

70. The Town of Richmond Hill shall advise that Conditions 1 to 49 inclusive and 69 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

71. The Regional Planning and Development Services Department shall advise that Conditions 50 to 62 and 69 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

72. The Toronto and Region Conservation Authority shall advise that Conditions 63 to 66 and 69 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

73. The Ministry Culture shall advise that Conditions 67 to 69 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

**NOTE: Where final approval for registration has not been given within three (3) years after the date upon which approval to the proposed Plan of Subdivision was given, The Town of Richmond Hill may, in its discretion, and pursuant to the *Planning Act*, R.S.O. 1990, withdraw its approval to this proposed Plan of Subdivision, unless approval has been sooner withdrawn, but The Town of Richmond Hill may from time to time extend the duration of the approval.**

In accordance with Section 51(41) of the *Planning Act*, R.S.O. 1990, the decision to approve the draft Plan of Subdivision, subject to the above conditions, is deemed to have been made on \_\_\_\_\_.

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Kelvin Kwan  
Commissioner of Planning and Regulatory Services  
The Town of Richmond Hill

Date:

## The Corporation of the Town of Richmond Hill

### By-law \*\*-18

A By-law to Amend By-law 128-04, as amended of  
The Corporation of the Town of Richmond Hill and  
By-law 235-97, as amended of  
The Corporation of the Town of Richmond Hill

Whereas the Council of The Corporation of the Town of Richmond Hill at its Meeting of \*\*\*\*\*, 20\*\*, directed that this by-law be brought forward to Council for its consideration;

The Council of The Corporation of the Town of Richmond Hill enacts as follows:

1. That By-law 128-04, as amended of The Corporation of the Town of Richmond Hill (“By-Law 128-04”), be and hereby is further amended by:
  - a) removing those lands shown on Schedule “A” to this By-law \*\*-18 (the “Lands”) and any provisions of By-law 128-04, as amended, that previously applied to the Lands shall no longer apply to the Lands.
2. That By-law 235-97, as amended of The Corporation of the Town of Richmond Hill (“By-law 235-97”) be and is hereby further amended as follows:
  - a) by expanding the area of By-law 235-97 to include the Lands;
  - b) by rezoning the Lands to “Residential Wide Shallow One Zone (RWS1)” under By-law 235-97, as amended, as shown on Schedule “A” of this By-law \*\*-18.
  - c) by adding the following to Section 7 – Exceptions

“7.53

Notwithstanding any inconsistent or conflicting provisions of By-law 235-97, as amended, the following special provision shall apply to the lands zoned “Residential Wide Shallow One Zone (RWS1)” and more particularly shown as “RWS1 (7.53)” on Schedule A to By-law \*\*-18:

- i) Minimum Rear Yard: 6 metres (19.7 feet)
- ii) Maximum Lot Coverage: 45%

3. All other provisions of By-law 235-97, as amended, not inconsistent with the foregoing, shall continue to apply to the lands shown on Schedule "A" attached hereto.
4. The imperial measurements found in this by-law in brackets are provided for information purposes only and are intended to be an approximate conversion of the metric measurements. The metric or SI measurements shall be deemed to be the standards established by this by-law and, wherever there is a variance between the metric or SI measurements and the imperial measurements, the metric or SI measurement shall apply.
5. Schedule "A" attached to By-law \*-18 is declared to form a part of this by-law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Dave Barrow  
Mayor

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Stephen M.A. Huycke  
Town Clerk

File: D02-14025 (SC)

# **The Corporation of The Town Of Richmond Hill**

## **Explanatory Note to By-Law \*\*-18**

By-law \*\*-18 affects the lands described as Lot 3, Plan 65M-2071, municipally known as 307 Harris Avenue.

By-law \*\*-18 will have the effect of removing the Lands from By-law Number 128-04, as amended, and adding the Lands to By-law Number 235-97, as amended. Further, the Lands will be zoned RWS1 under By-law Number 235-97, as amended, with specific exceptions to permit a minimum required rear yard of 6 metres and maximum lot coverage of 45%. This by-law is to facilitate a residential development comprised of six single detached lots.

# SCHEDULE "A"

TO BY-LAW NO. XXX-17

This is Schedule "A" to By-Law  
No. XXX-17 passed by the Council  
of The Corporation of the  
Town of Richmond Hill on the  
Day of 2017

Dave Barrow  
Mayor

Stephen M.A. Huycke  
Town Clerk

AREA SUBJECT TO THIS BY-LAW

2\_14025A.DGN  
SC/SS



The Corporation of The Town of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-14009

**Country Wide Homes (Jefferson) Inc.**

**Lot 3, Plan 65M-2071**

**Town of Richmond Hill**

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**Town of Richmond Hill**

**Development Planning Division**

1. Approval shall relate to a draft Plan of Subdivision prepared by Evans Planning Inc., having a revision number 6, dated March 19, 2018 subject to any red-line revisions to the satisfaction of the Town.
2. The lands within this draft Plan of Subdivision shall be appropriately zoned by a zoning by-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. Prior to final approval of the Plan, the Owner shall provide the Town with evidence in the form of an Ontario Land Surveyor Certificate that:
  - a. any existing buildings or structures on the lands as of the date of final approval, are situated so as to comply with applicable zoning by-laws after registration of the plan; and,
  - b. all lot frontages and lot areas within the plan conform to the applicable zoning by-law.
4. The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the Town and the York Region Planning and Development Services Department. The Owner shall agree in the Subdivision Agreement that all street names shall be identified to the satisfaction of the Town prior to construction of any buildings.
5. The Owner shall agree in the Subdivision Agreement that no building permit application will be submitted for any individual lot or block until the Owner has submitted architectural design plans of the building facades, for all lots and/or blocks within the plan and obtained the approval of the Town through the Architectural Design Control process. Such architectural design plans shall be in accordance with Town approved Architectural Design Control Guidelines. The Owner shall agree to build in accordance with the approved plans.

## Development Engineering Division

7. The road allowances and road widenings included within this draft Plan of Subdivision shall be dedicated as public highways to the Town without monetary consideration and free of all charges and encumbrances.
8. 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 Town without monetary consideration and free of all charges and encumbrances.
9.
  - a) Prior to final approval of the draft plan or any portion thereof, the Owner shall enter into one or more Subdivision Agreements with the Town in order to satisfy the financial, servicing and other requirements of the Town, including the construction and installation of municipal services (including, inter alia, roads, curbs, gutters, sidewalks, watermains, sanitary sewers, storm sewers, street lights, traffic lights, street name and regulatory signs) at the Owner's expense, both upon the lands within the draft plan and upon lands external thereof, provision of insurance, payment of Development Charges and prepayment of Local Improvement charges as required by the Town.
  - b) The Owner shall agree in the Subdivision Agreement to pay all processing fees in accordance with the Town's Tariff of Fees By-Law with respect to the subdivision of lands, and shall pay any new or additional costs or fees imposed upon the Town by the Province of Ontario or The Regional Municipality of York which relate to the lands within the draft plan and which may arise prior to the final execution of the Subdivision Agreement. Payment of applicable Regional, Educational and Town-wide Development Charges will be required prior to the issuance of any building permit upon the subdivision lands.
10. Prior to final approval of the draft plan or in any portion thereof, the Owner shall enter into an agreement with a distributor as that term is defined in the Electricity Act, 1998, respecting the provisions of electric service and street lighting.
11. Such easements as may be required for utility, municipal servicing or drainage purposes, or grading alteration shall be granted to the Town or other appropriate authority in priority to all charges and encumbrances. Such easements to be conveyed to the Town, Region, the Province or the Toronto and Region Conservation Authority shall be conveyed without monetary consideration.
12. Prior to entering into any agreement with any telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, which is to be deeded or dedicated to the Town, the Region, Her Majesty the Queen in the Right of the Province of Ontario or any other public authority, including, inter alia, land which is to be dedicated to the Town the Region, Her Majesty the Queen in the Right of the Province of Ontario as public highways, the Owner shall obtain the approval of the Town of the location of any services permitted by such agreement and the wording of the agreement.

Wherever any agreement with a telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, and any easement which has been transferred or is to be transferred to a telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, permits or will permit the installation of aboveground services or facilities, prior to entering into the agreement or transferring such easement, the Owner shall obtain the approval of the Town of the design of such services and facilities. The Owner shall agree in the Subdivision Agreement to not construct or permit to be constructed any aboveground services or facilities inconsistent with or not in accordance with approved design drawings.

The Owner shall agree in the Subdivision Agreement to provide evidence satisfactory to the Town that the aforesaid restrictions have been complied with prior to registration of the Subdivision Agreement.

13. The Owner shall agree in the Subdivision Agreement to obtain the approval of the appropriate authority for the installation of electric, gas, telephone and telecommunication services and that the installation of those services shall be underground within the road allowances or within other appropriate easements.
14. The Owner shall permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such 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. The Owner shall agree to the foregoing in the Subdivision Agreement.
15. Public highways shall be designed in accordance with the Town's standards for road and intersection design, temporary turning circles, day lighting triangles, and 0.3 metre reserves, and to the satisfaction of the Town. .
16. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the Town and the Regional Transportation Department.
17. The Owner shall agree in the Subdivision Agreement that all portions of public highways which are not paved and all drainage swales on public or private property shall be graded and sodded in accordance with the standards of the Town.
18. The Owner shall agree in the Subdivision Agreement to grade and seed all undeveloped lands within the plan, other than conservation lands, and to maintain, to the satisfaction of the Town, all undeveloped lands within the plan.

19. The Owner shall agree in the Subdivision Agreement that maintenance of any retaining walls constructed within this draft Plan of Subdivision shall be the responsibility of the Owner, and of subsequent Owners. Retaining walls shall not be constructed upon lands to be transferred to the Town, unless otherwise approved by the Commissioner of Planning and Regulatory Services.
20. Prior to final approval, a soils report with respect to the sufficiency and adequacy of the soil within the draft plan to sustain the municipal services and buildings and other structures to be constructed within the draft plan shall be submitted to the Town for review and approval.
21. The Owner shall provide to the Town, engineering drawings for, and shall agree in the Subdivision Agreement to install, to the satisfaction of the Town, watermains, sanitary sewage works, storm sewage works, adequate pavement width for roadways, curbs, gutters, sidewalks, street lighting, traffic signals, regulatory signs, street name signs, and any other services or facilities as required. The Owner shall not connect any watermain or sewer to existing municipal systems without the written approval of the Town. All lands to be conveyed to the Town for open space purposes and all easements shall be shown on the engineering drawings. The Owner shall obtain the approval of the Region and/or the Ministry of the Environment, by way of certificate of approval, for the installation of watermains, sanitary sewage works, and storm sewage works.

Further, the Owner shall agree in the Subdivision Agreement that the plan or any portion thereof shall not be granted final approval and registered until:

- a. adequate sanitary sewage is available as determined by the Town and has been allocated, by the Town, to the plan; and,
- b. adequate water supply capacity is available, as determined by the Town, and has been allocated, by the Town, to the plan.

And further, the Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the Town and the Regional Municipality of York from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

22. The Owner shall agree in the Subdivision Agreement that the sanitary and storm sewers shall be connected and drained to outlets approved by the Ministry of the Environment, the Region of York, the Town of Richmond Hill and where applicable, the Toronto and Region Conservation Authority.
23. The Owner shall agree in the Subdivision Agreement that the water distribution system for this draft Plan of Subdivision shall be looped within this draft Plan of Subdivision and with the existing watermain system on the periphery of this draft Plan of Subdivision as necessary, and that allowance shall be made for the future servicing of parcels of land abutting this draft Plan of Subdivision as required by the Town.

24. The Plan of Subdivision or any portion thereof shall not be given final approval for registration until such time as storm and sanitary sewer outlets, water distribution systems, and site access via local and collector road systems are available or other arrangements satisfactory to the Town have been made.
25. The Owner shall agree in the Subdivision Agreement that no building permits will be applied for or issued for any individual lot or block until the Owner has submitted an individual house siting and grading plan and obtained the approval of the Town for such individual lot or block plan showing inter alia, the driveway location(s) within the road allowance and the building(s) on the lot. The Owner shall agree to build in accordance with the approved plan.
26. The pattern of streets and the layout of reserve blocks within this draft Plan of Subdivision shall be designed to align precisely with the pattern and layout for existing plans or any adjoining proposed Plan of Subdivision, as deemed necessary by the Town.
27. The Owner shall agree in the Subdivision Agreement:
  - a. to be responsible for the proper drainage within this draft Plan of Subdivision and the effect of such drainage on all lands abutting this draft plan;
  - b. that all lot and block grading plans shall be prepared by the engineer for the Owner in accordance with the Town's Design Criteria and Design Standards and to provide individual lot grading plans for each lot on the plan prior to the issuance of building permits;
  - c. that for the purpose of preparation of the overall lot and/or block grading plans and the individual lot grading plans, the Owner shall comply with the Town policy with respect to usable yard criteria;
  - d. to develop the lands within the plan in accordance with the approved grading plans and individual lot grading plans; and,
  - e. that the overall lot and/or block grading plans and the individual lot grading plans shall reflect the Tree Inventory and Management Plan and shall minimize grade changes in areas of trees to be retained.
28. The Owner(s) shall agree in the Subdivision Agreement to provide the Town with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the Town's digital submission requirements. These plans shall be tied to horizontal control at a minimum of three (3) locations at the extreme corners of the plan. The Owner(s) shall agree in the Subdivision Agreement to provide as built engineering drawings (including tributary areas drawings), in accordance with the digital and hard copy submission requirements specified in Town Standards and shall include the database required to satisfy the Town's Infrastructure Management System.

29. Prior to final approval of the draft plan or any portion thereof, arrangements satisfactory to the Town shall be in place to provide for the following community services (at a time and with securities satisfactory to the Town and with the conveyance of the necessary lands or easements for the community services to the Town at a time satisfactory to it), which community services are in accordance with, or necessarily incidental to the Master Environmental Servicing Plan (MESP) for the Harris Beach Infill Area and the Functional Servicing Report (FSR) prepared by Masongsong Associates Engineering Limited.
- a. Construction of one primary means of public road access from the roads within the draft plan to Harris Avenue, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
  - b. Construction of a 6 metre wide walkway within the draft plan to Wicker Drive, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
  - c. the construction of a 6 metre wide walkway, referred to in condition 28(b), shall connect the existing sidewalk on Wicker Drive and the proposed walkway on the east side of Street 'A', and which shall provide for the proper illumination, drainage, and property delineation to the satisfaction of the Town and TRCA;
  - d. Construction of the piped water supply system and appurtenances external to the draft plan, including upgrades to the existing system, for the pressure district servicing the draft plan (to the satisfaction of the Region as well as the Town) and construction of the piped water supply system to service the draft plan, all as outlined in the MESP and FSR;
  - e. Construction of the sanitary sewer system and appurtenances external to the draft plan to an established outlet and construction of sanitary sewers and appurtenances to service the draft plan, all as outlined in the MESP and FSR;
  - f. Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the MESP and FSR, together with required outlet(s) to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
  - g. Conveyance of all lands external to the draft plan required for municipal servicing purposes, all as outlined in the MESP and FSR.
30. Prior to any grading, stripping or servicing of the lands included within the draft plan, the Owner shall provide a detailed Stormwater Management Report. This report shall be completed to the satisfaction of the Commissioner of Planning and Regulatory Services and shall address:
- a. the selection of stormwater management source, conveyance, low impact development and end-of pipe practices to be implemented within and external to the draft plan to address water quantity, water quality, and erosion control;
  - b. the protection of groundwater quality and quantity;

- c. the stormwater management design, inspection, operation and maintenance procedures and associated costs;
- d. a water balance analysis for the groundwater system to compare pre and post development conditions, identify the annual water balance deficit and proposed measures to remediate any deficit;
- e. erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features; and,
- f. monitoring plans, programs, equipment, procedures and associated costs required to address stormwater management performance in accordance with the requirements of the MESP and FSR.

Such report(s) shall utilize as guidelines the Ministry of the Environment Stormwater Management Planning and Design Manual, and the Town of Richmond Hill Stormwater Management Design Criteria. The Owner shall incorporate the recommendations of this report into the applicable engineering plans to be prepared for approval by the Commissioner of Planning and Regulatory Services. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Stormwater Management Report.

31. Prior to final approval, the Owner shall agree in the Subdivision Agreement to retain a qualified hydrogeologist to assess the condition of all private wells with respect to quantity of water produced and its quality for drinking purposes. The hydrogeologist will identify the potential area of impact of the proposed construction and assess and report on the potential for construction activity, associated with the servicing of the subdivision, to detrimentally impact any of the wells. In the event any of the identified wells deteriorate as a result of this development, as determined by the hydrogeological assessment, the Owner agrees to provide the services of a hydrogeologist to investigate claims and recommend appropriate solutions, in a timely manner, and that the cost of any or all investigations and remedies will be the sole responsibility of the Owner.

32. The Owner shall:

- a. pay **Duke of Richmond Developments Inc.** and **Autumn Grove Builders Ltd.** the following amounts and provide the Town with a written acknowledgment from **Duke of Richmond Developments Inc.** and **Autumn Grove Builders Ltd.** of receipt of the monies, or, at the sole option of the Town;
- b. make such other arrangements satisfactory to the Town for these payments to **Duke of Richmond Developments Inc.** and **Autumn Grove Builders Ltd.**

The amount of such payment is **\$7,440** to **Duke of Richmond Developments Inc.** and **\$41,424** to **Autumn Grove Builders Ltd.**, subject to adjustment in accordance with the index of Statistics Canada Quarterly, Construction Price Statistics, Catalogue Number 62-007, Table 6.1, Toronto, Institutional Building (School), Index P-10019 or such other index as determined by the Town, at its sole discretion, from

the date of issuance of draft approval of the plan to the date of payment as aforesaid. Adjustments to the date of the giving of draft approval shall be based on the change in the said Index from that date for the periods (monthly, semi-annual or otherwise) as determined by the Town in its sole discretion.

33. The Owner shall agree in the Subdivision Agreement to implement the following Sustainability Metrics as described in Richmond Hill Sustainability Performance Metrics Tool, and as depicted on the plans as finally approved by the Town, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work:
  - a. Metric 2.E.1 100% of streets will have continuous sidewalks, or equivalent provisions, provided on both sides of streets; and,
  - b. Metric 4.C.2 Uplighting will not be included in the design and all exterior lighting fixtures > 1,000 lumens will be shielded to prevent night sky lighting.
34. The Owner shall agree in the Subdivision Agreement that a warning clause(s) will be included in all agreements of purchase and sale, to the satisfaction of the Town that configuration of Street A is on an interim basis only and will be reconfigured when the abutting lands redevelop.

#### **Policy Planning Division – Park and Natural Heritage Planning Section**

35. The Owner agrees that no trees, vegetation or environmentally significant features within the draft plan shall be removed or altered without the written consent of the Town. Further, in the event that any trees, vegetation or environmentally significant features within the draft plan are removed or altered without the written consent of the Town, the Owner shall restore the lands and/or provide compensation to the municipality as required by the Town.
36. Prior to any grading, development, pre-servicing or site alteration the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the Town's guidelines for the preparation of such reports and to the satisfaction of the Town. The Owner shall agree to implement the recommendations of Tree Inventory and Preservation Plan finally approved by the Town, to pay all costs associated with implementation, to replace the loss of tree cover either through replanting and/or cash-in-lieu of planting, and provide associated securities upon request to guarantee undertaking of the work.
37. Prior to execution of the Subdivision Agreement, the Owner shall prepare and submit for approval by the Town Landscape Plans, which will provide for:
  - a. Boulevard/street trees;
  - b. Entrance features
  - c. Any landscaping indicated in the applicants IGMS/Sustainability Metrics proposal – specifically topsoil quality, tree replacement and soil volumes for trees;
  - d. Tree cover replacement; and,

- e. Any other specific landscaping required.

The Owner shall agree in the Subdivision Agreement to implement the Landscape Plans as finally approved by the Town, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work.

- 38. The Owner shall agree in the Subdivision Agreement that topsoil used throughout the Plan will be fertile and consistent with Town standards. Further, the Owner shall confirm that such is the case by submitting reports and soil test results as requested by the Town. If the results of the reports and soil tests indicate that the topsoil is not fertile and/or does not meet Town standards, reports must recommend how the topsoil should be amended to meet such requirements.
- 39. Prior to any grading, stripping or pre-servicing of the lands, the Owner shall prepare and submit for approval by the Town, grading and servicing plans, which provide for:
  - a. Consistency with the recommendations of the approved Tree Inventory and Preservation Plan; and,
  - b. Permanent chain link fencing consistent with Town standards, where parkland, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands.
- 40. The Owner shall agree in the Subdivision Agreement that warning clauses will be included in all agreements of purchase and sale, and that information will be provided on all community information maps and promotional sales materials, providing notice as follows:
  - a. that encroachments of any kind are not permitted in natural heritage blocks, valleylands, valleyland buffers, stormwater management blocks, or park lands;
  - b. that it is the intention of the Town that all or part of the stormwater management lands are to be naturalized and left in its natural state, provided the Purchasers acknowledge that nothing in this notice shall in any manner whatsoever preclude or be interpreted as precluding the Town from undertaking any improvements to the said lands at any further date; and,
  - c. that the subdivision is near lands intended to include public walkways and trails, and that such uses may result in increased vehicular and pedestrian traffic on the street and adjacent to or in the vicinity of the property, and a high volume of pedestrian traffic on the walkways. Purchasers are further advised that properties adjacent to such lands may be affected by noise and lighting from such uses.

## **Region of York**

### **Regional Planning and Development Services Department**

- 41. The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the Town and York Region.

42. Prior to final approval, York Region shall confirm that adequate water supply and sewage servicing capacity are available and have been allocated by the Town of Richmond Hill 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.
43. The Owner shall enter into an agreement with the Region wherein the Owner shall save harmless the Town of Richmond Hill and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
44. Prior to final approval, the engineering drawing showing the layout of the watermains and sewers shall be submitted to the Infrastructure Asset Management Branch for review.
45. Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Corporate Services Department, outlining all requirements of the Corporate Services Department.
46. 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.

### **Toronto and Region Conservation Authority**

47. That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit, provide and/or attain the approval from the TRCA for:
  - a. A detailed engineering report stamped by a professional engineer that in addition to describing the storm drainage system for the proposed development of the subject lands, includes:
    - i. Location and description of all outlets and other facilities, grading, site alterations or development which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourse Regulation;
    - ii. Confirmation that TRCA's stormwater management criteria and the criteria requirements for water balance have been met or exceeded;
    - iii. Water balance measures with supporting calculations;
    - iv. Detailed drawings, locations and plans for proposed water balance and LID measures on the appropriate drawings;
    - v. Detailed grading plans and site servicing plans.
  - b. A detailed and comprehensive Erosion and Sediment Control Report, which complies with the TRCA's *Erosion and Sediment Control Guidelines for Urban*

*Construction* (available at [www.sustainabletechnologies.ca](http://www.sustainabletechnologies.ca)). The report should address sensitivities on and adjacent to the site as identified in an environmental study.

- c. A comprehensive Monitoring Plan for potential downstream erosion resulting from the stormwater management facility is prepared to our satisfaction. This monitoring plan must include monitoring throughout construction and post-construction (5 years after municipal assumption).
48. That the applicant obtain all Ontario Regulation 166/06 (as amended) permits from the TRCA for all works proposed on the subject property for which permits would be required.
49. That the Owner agrees in the Subdivision Agreement, in wording acceptable to the TRCA:
- a. To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and analyses to be approved by TRCA, including water balance and infiltration measures identified in the engineering report;
  - b. To agree to, and implement, the requirements of the TRCA's conditions in wording acceptable to the TRCA;
  - c. To design and implement on-site erosion and sediment controls in accordance with the Erosion and Sediment Control Report and current TRCA standards;
  - d. To maintain all stormwater management and erosion and sedimentation control structures operating in good repair during the construction period, in a manner satisfactory to the TRCA;
  - e. To obtain all necessary TRCA permits pursuant to Ontario Regulation 166/06 (as amended) from the TRCA;
  - f. To provide and install the LID measures identified in the engineering report for the purchaser prior to occupancy, these include increased topsoil depth and any other LID measures proposed and found acceptable to the Town and TRCA;
  - g. To provide securities for the long-term monitoring of the downstream receiving system (5 years after municipal assumption) in accordance with the Monitoring Plan to the satisfaction of the TRCA and the Town;
  - h. To provide securities to conduct remediation works to the downstream receiving system in the event of erosion caused by discharge from the stormwater management facility (which form a part of this subdivision) during the monitoring period to the satisfaction of the TRCA and the Town;
  - i. That a warning clause be included in all agreements of purchase and sale, and information is to be highlighted on all community information maps and promotional sales materials for lots which contain LID/infiltration measures which identifies the following:

“The Low Impact Development measure(s) located on the subject property form an integral part of the stormwater management infrastructure for the community. It is the Owner’s responsibility to maintain this system and to ensure that proper drainage is maintained.”

50. That the draft plan be red-line revised (if necessary), to meet the requirements of TRCA’s conditions, or to meet current established standards in place as of the date of a request for registration of the Plan or any phase thereof.

## **Ministry Of Culture**

51. Prior to final approval, and prior to the initiation of any grading, the Owner shall carry out an archaeological assessment of the entire area within this draft Plan of Subdivision and shall prepare a report which will identify significant archaeological sites to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.

52. The Owner shall agree in the Subdivision Agreement that no development or grading shall occur on any site identified as being archaeologically significant by the assessment referred to in Condition 49, until archaeological excavations of all significant sites within any phase for which final approval is sought has been carried out to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.

## **Clearance Conditions**

53. The Town of Richmond Hill shall advise that Conditions 1 to 38 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
54. The Regional Planning and Development Services Department shall advise that Conditions 39 to 44 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
55. The Toronto and Region Conservation Authority shall advise that Conditions 45 to 48 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
56. The Ministry Culture shall advise that Conditions 49 and 50 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

**NOTE: Where final approval for registration has not been given within three (3) years after the date upon which approval to the proposed Plan of Subdivision was given, The Town of Richmond Hill may, in its discretion, and pursuant to the *Planning Act*, R.S.O. 1990, withdraw its approval to this proposed Plan of Subdivision, unless approval has been sooner withdrawn, but The Town of Richmond Hill may from time to time extend the duration of the approval.**

In accordance with Section 51(41) of the *Planning Act*, R.S.O. 1990, the decision to approve the draft Plan of Subdivision, subject to the above conditions, is deemed to have been made on \_\_\_\_\_.

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Kelvin Kwan  
Commissioner of Planning and Regulatory Services  
The Town of Richmond Hill

Date:

The Corporation of The Town of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-16002

**Country Wide Homes (Jefferson) Inc.**

**Lots 11, 27 and 28, Plan 1916**

**Town of Richmond Hill**

Town of Richmond Hill

**Development Planning Division**

1. Approval shall relate to a draft Plan of Subdivision prepared by Evans Planning Inc., having a revision date of August 21, 2017.
2. The lands within this draft Plan of Subdivision shall be appropriately zoned by a zoning by-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. Prior to final approval of the Plan, the Owner shall provide the Town with evidence in the form of an Ontario Land Surveyor Certificate that:
  - a. any existing buildings or structures on the lands as of the date of final approval, are situated so as to comply with applicable zoning by-laws after registration of the plan; and,
  - b. all lot frontages and lot areas within the plan conform to the applicable zoning by-law.
4. The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the Town and the York Region Planning and Development Services Department. The Owner shall agree in the Subdivision Agreement that all street names shall be identified to the satisfaction of the Town prior to construction of any buildings.
5. The Owner shall agree in the Subdivision Agreement that no building permit application will be submitted for any individual lot or block until the Owner has submitted architectural design plans of the building facades, for all lots and/or blocks within the plan and obtained the approval of the Town through the Architectural Design Control process. Such architectural design plans shall be in accordance with Town approved Architectural Design Control Guidelines. The Owner shall agree to build in accordance with the approved plans.

## Development Engineering Division

6. The road allowances and road widenings included within this draft Plan of Subdivision shall be dedicated as public highways to the Town without monetary consideration and free of all charges and encumbrances.
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 Town without monetary consideration and free of all charges and encumbrances.
8. a) Prior to final approval of the draft plan or any portion thereof, the Owner shall enter into one or more Subdivision Agreements with the Town in order to satisfy the financial, servicing and other requirements of the Town, including the construction and installation of municipal services (including, inter alia, roads, curbs, gutters, sidewalks, watermains, sanitary sewers, storm sewers, street lights, traffic lights, street name and regulatory signs) at the Owner's expense, both upon the lands within the draft plan and upon lands external thereof, provision of insurance, payment of Development Charges and prepayment of Local Improvement charges as required by the Town.  
  
b) The Owner shall agree in the Subdivision Agreement to pay all processing fees in accordance with the Town's Tariff of Fees By-Law with respect to the subdivision of lands, and shall pay any new or additional costs or fees imposed upon the Town by the Province of Ontario or The Regional Municipality of York which relate to the lands within the draft plan and which may arise prior to the final execution of the Subdivision Agreement. Payment of applicable Regional, Educational and Town-wide Development Charges will be required prior to the issuance of any building permit upon the subdivision lands.
9. Prior to final approval of the draft plan or in any portion thereof, the Owner shall enter into an agreement with a distributor as that term is defined in the Electricity Act, 1998, respecting the provisions of electric service and street lighting.
10. Such easements as may be required for utility, municipal servicing or drainage purposes, or grading alteration shall be granted to the Town or other appropriate authority in priority to all charges and encumbrances. Such easements to be conveyed to the Town, Region, the Province or the Toronto and Region Conservation Authority shall be conveyed without monetary consideration.
11. Prior to entering into any agreement with any telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, which is to be deeded or dedicated to the Town, the Region, Her Majesty the Queen in the Right of the Province of Ontario or any other public authority, including, inter alia, land which is to be dedicated to the Town the Region, Her Majesty the Queen in the Right of the Province of Ontario as public highways, the Owner shall obtain the approval of the Town of the location of any services permitted by such agreement and the wording of the agreement.

Wherever any agreement with a telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, and any easement which has been transferred or is to be transferred to a telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, permits or will permit the installation of aboveground services or facilities, prior to entering into the agreement or transferring such easement, the Owner shall obtain the approval of the Town of the design of such services and facilities. The Owner shall agree in the Subdivision Agreement to not construct or permit to be constructed any aboveground services or facilities inconsistent with or not in accordance with approved design drawings.

The Owner shall agree in the Subdivision Agreement to provide evidence satisfactory to the Town that the aforesaid restrictions have been complied with prior to registration of the Subdivision Agreement.

12. The Owner shall agree in the Subdivision Agreement to obtain the approval of the appropriate authority for the installation of electric, gas, telephone and telecommunication services and that the installation of those services shall be underground within the road allowances or within other appropriate easements.
13. The Owner shall permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such 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. The Owner shall agree to the foregoing in the Subdivision Agreement.
14. Public highways shall be designed in accordance with the Town's standards for road and intersection design, temporary turning circles, day lighting triangles, and 0.3 metre reserves. For public highways designated as local roads, curb radii shall be designed to provide a 9.5 metre pavement width within the horizontal curve at all changes in horizontal alignment between 60 to 90 degrees.
15. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the Town and the Regional Transportation Department.
16. The Owner shall agree in the Subdivision Agreement that all portions of public highways which are not paved and all drainage swales on public or private property shall be graded and sodded in accordance with the standards of the Town.
17. The Owner shall agree in the Subdivision Agreement to grade and seed all undeveloped lands within the plan, other than conservation lands, and to maintain, to the satisfaction of the Town, all undeveloped lands within the plan.
18. The Owner shall agree in the Subdivision Agreement that maintenance of any retaining walls constructed within this draft Plan of Subdivision shall be the

responsibility of the Owner, and of subsequent Owners. Retaining walls shall not be constructed upon lands to be transferred to the Town, unless otherwise approved by the Commissioner of Planning and Regulatory Services.

19. Prior to final approval, a soils report with respect to the sufficiency and adequacy of the soil within the draft plan to sustain the municipal services and buildings and other structures to be constructed within the draft plan shall be submitted to the Town for review and approval.
20. The Owner shall provide to the Town, engineering drawings for, and shall agree in the Subdivision Agreement to install, to the satisfaction of the Town, watermains, sanitary sewage works, storm sewage works, adequate pavement width for roadways, curbs, gutters, sidewalks, street lighting, traffic signals, regulatory signs, street name signs, and any other services or facilities as required. The Owner shall not connect any watermain or sewer to existing municipal systems without the written approval of the Town. All lands to be conveyed to the Town for open space purposes and all easements shall be shown on the engineering drawings. The Owner shall obtain the approval of the Region and/or the Ministry of the Environment, by way of certificate of approval, for the installation of watermains, sanitary sewage works, and storm sewage works.

Further, the Owner shall agree in the Subdivision Agreement that the plan or any portion thereof shall not be granted final approval and registered until:

- a. adequate sanitary sewage is available as determined by the Town and has been allocated, by the Town, to the plan; and,
- b. adequate water supply capacity is available, as determined by the Town, and has been allocated, by the Town, to the plan.

And further, the Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the Town and the Regional Municipality of York from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

21. The Owner shall agree in the Subdivision Agreement that the sanitary and storm sewers shall be connected and drained to outlets approved by the Ministry of the Environment, the Region of York, the Town of Richmond Hill and where applicable, the Toronto and Region Conservation Authority.
22. The Owner shall agree in the Subdivision Agreement that the water distribution system for this draft Plan of Subdivision shall be looped within this draft Plan of Subdivision and with the existing watermain system on the periphery of this draft Plan of Subdivision as necessary, and that allowance shall be made for the future servicing of parcels of land abutting this draft Plan of Subdivision as required by the Town.
23. The Plan of Subdivision or any portion thereof shall not be given final approval for registration until such time as storm and sanitary sewer outlets, water distribution

systems, and site access via local and collector road systems are available or other arrangements satisfactory to the Town have been made.

24. The Owner shall agree in the Subdivision Agreement that no building permits will be applied for or issued for any individual lot or block until the Owner has submitted an individual house siting and grading plan and obtained the approval of the Town for such individual lot or block plan showing inter alia, the driveway location(s) within the road allowance and the building(s) on the lot. The Owner shall agree to build in accordance with the approved plan.
25. The pattern of streets and the layout of reserve blocks within this draft Plan of Subdivision shall be designed to align precisely with the pattern and layout for existing plans or any adjoining proposed Plan of Subdivision.
26. The Owner shall agree in the Subdivision Agreement:
  - a. to be responsible for the proper drainage within this draft Plan of Subdivision and the effect of such drainage on all lands abutting this draft plan;
  - b. that all lot and block grading plans shall be prepared by the engineer for the Owner in accordance with the Town's Design Criteria and Design Standards and to provide individual lot grading plans for each lot on the plan prior to the issuance of building permits;
  - c. that for the purpose of preparation of the overall lot and/or block grading plans and the individual lot grading plans, the Owner shall comply with the Town policy with respect to usable yard criteria;
  - d. to develop the lands within the plan in accordance with the approved grading plans and individual lot grading plans; and,
  - e. that the overall lot and/or block grading plans and the individual lot grading plans shall reflect the Tree Inventory and Management Plan and shall minimize grade changes in areas of trees to be retained.
27. The Owner(s) shall agree in the Subdivision Agreement to provide the Town with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the Town's digital submission requirements. These plans shall be tied to horizontal control at a minimum of three (3) locations at the extreme corners of the plan. The Owner(s) shall agree in the Subdivision Agreement to provide as built engineering drawings (including tributary areas drawings), in accordance with the digital and hard copy submission requirements specified in Town Standards and shall include the database required to satisfy the Town's Infrastructure Management System.
28. Prior to final approval of the draft plan or any portion thereof, arrangements satisfactory to the Town shall be in place to provide for the following community services (at a time and with securities satisfactory to the Town and with the conveyance of the necessary lands or easements for the community services to the Town at a time satisfactory to it), which community services are in accordance with,

or necessarily incidental to the Master Environmental Servicing Plan (MESP) for the Harris Beach Infill Area and the Functional Servicing Report (FSR) prepared by Masongsong Associates Engineering Limited.

- a. Construction of one primary means of public road access from the roads within the draft plan to Settlement Crescent, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
  - b. Construction of an public road access from the roads within the draft plan to Wicker Drive, if deemed necessary by the Town, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
  - c. Construction of the piped water supply system and appurtenances external to the draft plan, including upgrades to the existing system, for the pressure district servicing the draft plan (to the satisfaction of the Region as well as the Town) and construction of the piped water supply system to service the draft plan, all as outlined in the MESP and FSR;
  - d. Construction of the sanitary sewer system and appurtenances external to the draft plan to an established outlet and construction of sanitary sewers and appurtenances to service the draft plan, all as outlined in the MESP and FSR;
  - e. Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the MESP and FSR, together with required outlet(s) to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
  - f. Conveyance of all lands external to the draft plan required for municipal servicing purposes, all as outlined in the MESP and FSR.
29. Prior to any grading, stripping or servicing of the lands included within the draft plan, the Owner shall provide a detailed Stormwater Management Report. This report shall be completed to the satisfaction of the Commissioner of Planning and Regulatory Services and shall address:
- a. the selection of stormwater management source, conveyance, low impact development and end-of pipe practices to be implemented within and external to the draft plan to address water quantity, water quality, and erosion control;
  - b. the protection of groundwater quality and quantity;
  - c. the stormwater management design, inspection, operation and maintenance procedures and associated costs;
  - d. a water balance analysis for the groundwater system to compare pre and post development conditions, identify the annual water balance deficit and proposed measures to remediate any deficit;
  - e. erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features; and,

- f. monitoring plans, programs, equipment, procedures and associated costs required to address stormwater management performance in accordance with the requirements of the MESP and FSR.

Such report(s) shall utilize as guidelines the Ministry of the Environment Stormwater Management Planning and Design Manual, and the Town of Richmond Hill Stormwater Management Design Criteria. The Owner shall incorporate the recommendations of this report into the applicable engineering plans to be prepared for approval by the Commissioner of Planning and Regulatory Services.

30. The Owner shall agree in the Subdivision Agreement:

- a. to implement the recommendations of the Stormwater Management Report;
- b. to undertake the performance monitoring program specified in the MESP and FSR and to provide appropriate securities to carry out or cause to be carried out the performance monitoring program; and,
- c. to convey lands to the Town for the necessary stormwater management facilities without monetary consideration and free of all charges and encumbrances to the satisfaction of the Commissioner of Planning and Regulatory Services.

31. The Owner shall agree in the Subdivision Agreement:

- a. to demonstrate that, prior to assumption of municipal services, all stormwater management facilities are performing in accordance with their approved design to the satisfaction of the Commissioner of Planning and Regulatory Services; and,
- b. to satisfy the quality and quantity performance monitoring requirements during construction and for assumption specified in the Town of Richmond Hill Stormwater Management Design.

32. The Owner shall engage the services of a certified noise consultant to complete a noise study recommending noise control features satisfactory to the Town, the Regional Transportation and Works Department and in accordance with Ministry of the Environment and Energy noise guidelines.

33. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the study referred to in Condition 32, shall be implemented as approved. Prior to final approval of the Plan of Subdivision, a copy of the fully executed Subdivision Agreement shall be forwarded to the Regional Transportation and Works Department.

34. Where the noise study has determined that a noise level of between 55 dBA to 60 dBA will remain, despite the implementation of the recommendations of that study, the following warning clause shall be included in the registered Subdivision Agreement with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building

units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants."

Such clause shall be required to be included in all offers of purchase and sale for the lots or blocks affected.

35. Where the noise study has determined that noise attenuation fences will be constructed onto lots or blocks within the plan, the following warning clause shall be included in the registered Subdivision Agreement with respect to the lots or blocks affected:

"Purchasers are advised that where noise attenuation fences are shown on the plans attached to the Subdivision Agreement with the Town (Schedule B), it is the requirement of the Town that such noise attenuation fences be constructed on private property and that they be maintained by the individual Owner of the lot(s) or block(s) to the satisfaction of the Town."

Such clause shall be required to be included in all offers of purchase and sale for the lots or blocks affected.

36. Prior to final approval, the Owner shall agree in the Subdivision Agreement to retain a qualified hydrogeologist to assess the condition of all private wells with respect to quantity of water produced and its quality for drinking purposes. The hydrogeologist will identify the potential area of impact of the proposed construction and assess and report on the potential for construction activity, associated with the servicing of the subdivision, to detrimentally impact any of the wells. In the event any of the identified wells deteriorate as a result of this development, as determined by the hydrogeological assessment, the Owner agrees to provide the services of a hydrogeologist to investigate claims and recommend appropriate solutions, in a timely manner, and that the cost of any or all investigations and remedies will be the sole responsibility of the Owner.

37. The Owner shall agree in the Subdivision Agreement that Blocks 16 to 21 all inclusive, shall be shown as blocks on the final plan and shall be developed only in conjunction with abutting lands. If the Owner acquires the abutting lands prior to the release of this draft plan for registration, the abutting lands may be combined with the said blocks and shown as lots within the final plan. Further, with respect to this restriction, the Owner shall provide and register restrictions under Section 118 of the Land Titles Act, satisfactory to the Town.

38. Prior to final approval of the Plan either:

- a. Draft plan **19T-14008** in the form approved by the Town (or OMB) shall be registered and adequate public road access for Lots 1 to 5 and Block 16 adjacent to the Plan (to the west) shall have been provided, together with storm, sanitary and water services, to the satisfaction of the Town; or,
- b. The lands to form the public road access for Lots 1 to 5 and Block 16 adjacent to the Plan (to the west) shall have been conveyed to the Town without cost and

free of encumbrances, and arrangements satisfactory to the Town shall be in place for the construction of the road thereon, together with storm, sanitary and water services.

39. The Owner shall:

- a. pay **Duke of Richmond Developments Inc.** and **Autumn Grove Builders Ltd.** the following amounts and provide the Town with a written acknowledgment from **Duke of Richmond Developments Inc.** and **Autumn Grove Builders Ltd.** of receipt of the monies, or, at the sole option of the Town,
- b. make such other arrangements satisfactory to the Town for these payments to **Duke of Richmond Developments Inc.** and **Autumn Grove Builders Ltd.**

The amount of such payment is **\$2,364** to **Duke of Richmond Developments Inc.** and **\$13,394** to **Autumn Grove Builders Ltd.**, subject to adjustment in accordance with the index of Statistics Canada Quarterly, Construction Price Statistics, Catalogue Number 62-007, Table 6.1, Toronto, Institutional Building (School), Index P-10019 or such other index as determined by the Town, at its sole discretion, from the date of issuance of draft approval of the plan to the date of payment as aforesaid. Adjustments to the date of the giving of draft approval shall be based on the change in the said Index from that date for the periods (monthly, semi-annual or otherwise) as determined by the Town in its sole discretion.

40. The Owner shall agree in the Subdivision Agreement to implement the following Sustainability Metrics as described in Richmond Hill Sustainability Performance Metrics Tool, and as depicted on the plans as finally approved by the Town, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work:

- a. Metric 2.E.1 100% of streets will have continuous sidewalks, or equivalent provisions, provided on both sides of streets; and,
- b. Metric 4.C.2 Uplighting will not be included in the design and all exterior lighting fixtures > 1,000 lumens will be shielded to prevent night sky lighting.

#### **Policy Planning Division – Park and Natural Heritage Planning Section**

41. The Owner agrees that no trees, vegetation or environmentally significant features within the draft plan shall be removed or altered without the written consent of the Town. Further, in the event that any trees, vegetation or environmentally significant features within the draft plan are removed or altered without the written consent of the Town, the Owner shall restore the lands and/or provide compensation to the municipality as required by the Town.

42. Prior to any grading, development, pre-servicing or site alteration the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the Town's guidelines for the preparation of such reports and to the satisfaction of the Town. The Owner shall agree to implement the recommendations of Tree Inventory and Preservation Plan finally approved by the Town, to pay all costs associated with

implementation, to replace the loss of tree cover either through replanting and/or cash-in-lieu of planting, and provide associated securities upon request to guarantee undertaking of the work.

43. Prior to execution of the Subdivision Agreement, the Owner shall prepare and submit for approval by the Town Landscape Plans, which will provide for:
- a. Landscaping traffic islands and circles;
  - b. Boulevard/street trees;
  - c. Entrance features
  - d. Any landscaping indicated in the applicants IGMS/Sustainability Metrics proposal specifically soil volumes, soil quality street tree planting and tree replacement;
  - e. Tree cover replacement; and,
  - f. Any other specific landscaping required.

The Owner shall agree in the Subdivision Agreement to implement the Landscape Plans as finally approved by the Town, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work.

44. The Owner shall agree in the Subdivision Agreement that topsoil used throughout the Plan will be fertile and consistent with Town standards. Further, the Owner shall confirm that such is the case by submitting reports and soil test results as requested by the Town. If the results of the reports and soil tests indicate that the topsoil is not fertile and/or does not meet Town standards, reports must recommend how the topsoil should be amended to meet such requirements.
45. Prior to any grading, stripping or pre-servicing of the lands, the Owner shall prepare and submit for approval by the Town, grading and servicing plans, which provide for:
- a. Consistency with the recommendations of the approved Tree Inventory and Preservation Plan; and,
  - b. Permanent chain link fencing consistent with Town standards, where parkland, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands.
46. The Owner shall agree in the Subdivision Agreement that warning clauses will be included in all agreements of purchase and sale, and that information will be provided on all community information maps and promotional sales materials, providing notice as follows:
- a. that encroachments of any kind are not permitted in natural heritage blocks, valleylands, valleyland buffers, stormwater management blocks, or park lands; and,
  - b. The Town intends on developing public walkways and trails on nearby lands, and such uses may result in increased vehicular and pedestrian traffic on the street and adjacent to or in the vicinity of the property, and a high volume of pedestrian

traffic on the walkways. Purchasers are further advised that properties near such Blocks may be affected by noise and lighting from such uses.

## **Region of York**

### **Regional Planning and Development Services Department**

47. The road allowances included within the draft Plan of Subdivision shall be named to the satisfaction of the Town of Richmond Hill and York Region.
48. Prior to final approval, York Region shall confirm that adequate water supply and sewage servicing capacity are available and have been allocated by the Town of Richmond Hill 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.
49. The Owner shall enter into an agreement with the Region wherein the Owner shall save harmless the Town of Richmond Hill and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
50. Prior to final approval, the engineering drawing showing the layout of the watermains and sewers shall be submitted to the Infrastructure Asset Management Branch for review.
51. The Owner shall agree in the Subdivision Agreement that any direct connection(s) to and/or the crossing(s) of a York Region waste or wastewater system requires Regional approval prior to construction. Engineering drawings showing details of the connection(s) and/or crossing(s) shall be submitted to the Infrastructure Asset Management Branch for approval.
52. Prior to final approval, the Owner shall provide a copy of the Executed Subdivision Agreement to the Corporate Services Department.
53. 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.

### **Toronto and Region Conservation Authority**

54. That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit, provide and/or attain the approval from the TRCA for:
  - a. A detailed engineering report stamped by a professional engineer that in addition to describing the storm drainage system for the proposed development of the subject lands, includes:

- i. Location and description of all outlets and other facilities, grading, site alterations or development which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourse Regulation;
    - ii. Confirmation that TRCA's stormwater management criteria and the criteria requirements for water balance have been met or exceeded;
    - iii. Water balance measures with supporting calculations;
    - iv. Detailed drawings, locations and plans for proposed water balance and LID measures on the appropriate drawings;
    - v. Detailed grading plans and site servicing plans.
  - b. A detailed and comprehensive Erosion and Sediment Control Report, which complies with the TRCA's *Erosion and Sediment Control Guidelines for Urban Construction* (available at [www.sustainabletechnologies.ca](http://www.sustainabletechnologies.ca)). The report should address sensitives on and adjacent to the site as identified in an environmental study.
  - c. A comprehensive Monitoring Plan for potential downstream erosion resulting from the stormwater management facility is prepared to our satisfaction. This monitoring plan must include monitoring throughout construction and post-construction (5 years after municipal assumption).
55. That the applicant obtain all Ontario Regulation 166/06 (as amended) permits from the TRCA for all works proposed on the subject property for which permits would be required.
56. That the Owner agrees in the Subdivision Agreement, in wording acceptable to the TRCA:
- a. To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and analyses to be approved by TRCA, including water balance and infiltration measures identified in the engineering report;
  - b. To agree to, and implement, the requirements of the TRCA's conditions in wording acceptable to the TRCA;
  - c. To design and implement on-site erosion and sediment controls in accordance with the Erosion and Sediment Control Report and current TRCA standards;
  - d. To maintain all stormwater management and erosion and sedimentation control structures operating in good repair during the construction period, in a manner satisfactory to the TRCA;
  - e. To obtain all necessary TRCA permits pursuant to Ontario Regulation 166/06 (as amended) from the TRCA;

- f. To provide and install the LID measures identified in the engineering report for the purchaser prior to occupancy, these include increased topsoil depth and any other LID measures proposed and found acceptable to the Town and TRCA;
- g. To provide securities for the long-term monitoring of the downstream receiving system (5 years after municipal assumption) in accordance with the Monitoring Plan to the satisfaction of the TRCA and the Town;
- h. To provide securities to conduct remediation works to the downstream receiving system in the event of erosion caused by discharge from the stormwater management facility (which form a part of this subdivision) during the monitoring period to the satisfaction of the TRCA and the Town;
- i. That a warning clause be included in all agreements of purchase and sale, and information is to be highlighted on all community information maps and promotional sales materials for lots which contain LID/infiltration measures which identifies the following:

“The Low Impact Development measure(s) located on the subject property form an integral part of the stormwater management infrastructure for the community. It is the Owner’s responsibility to maintain this system and to ensure that proper drainage is maintained.”

57. That the draft plan be red-line revised (if necessary), to meet the requirements of TRCA’s conditions, or to meet current established standards in place as of the date of a request for registration of the Plan or any phase thereof.

## **Ministry Of Culture**

58. Prior to final approval, and prior to the initiation of any grading, the Owner shall carry out an archaeological assessment of the entire area within this draft Plan of Subdivision and shall prepare a report which will identify significant archaeological sites to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.

59. The Owner shall agree in the Subdivision Agreement that no development or grading shall occur on any site identified as being archaeologically significant by the assessment referred to in Condition 58, until archaeological excavations of all significant sites within any phase for which final approval is sought has been carried out to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.

## **Clearance Conditions**

60. Final approval for registration may be issued in phases provided that:

- a. all government agencies agree to registration by phases and provide clearances as required in Conditions 61, 62, 63 and 64; clearances will be required for each phase proposed for registration by the Owner; furthermore, the required

clearances may relate to lands not located within the phase sought to be registered.

61. The Town of Richmond Hill shall advise that Conditions 1 to 46 inclusive and 60 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
62. The Regional Planning and Development Services Department shall advise that Conditions 47 to 53 inclusive and 60 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
63. The Toronto and Region Conservation Authority shall advise that Conditions 54 to 57 inclusive and 60 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
64. The Ministry Culture shall advise that Conditions 58, 59 and 60 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

**NOTE: Where final approval for registration has not been given within three (3) years after the date upon which approval to the proposed Plan of Subdivision was given, The Town of Richmond Hill may, in its discretion, and pursuant to the *Planning Act*, R.S.O. 1990, withdraw its approval to this proposed Plan of Subdivision, unless approval has been sooner withdrawn, but The Town of Richmond Hill may from time to time extend the duration of the approval.**

In accordance with Section 51(41) of the *Planning Act*, R.S.O. 1990, the decision to approve the draft Plan of Subdivision, subject to the above conditions, is deemed to have been made on \_\_\_\_\_.

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Kelvin Kwan  
Commissioner of Planning and Regulatory Services  
The Town of Richmond Hill

Date:



Planning & Regulatory Services Department  
Development Planning Division

## Memorandum

March 15, 2018

**Memo To:** Mayor and Council

**Copy To:** Neil Garbe, Chief Administrative Officer  
Antonio Dimilta, Town Solicitor  
Stephen Huycke, Town Clerk

**From:** Kelvin Kwan, Commissioner  
Planning and Regulatory Services

**Subject:** **Request for Approval – Zoning By-law Amendment and Draft Plan of Subdivision Applications - Country Wide Homes (Jefferson Inc.) and Giuseppina Brunetto – 196 and 210 and 226 to 288 and 307 Harris Avenue, 211 and 223 to 305 Jefferson Sideroad, and 30 Beech Avenue - File Numbers D02-14024 and D03-14008, D02-14025 and D03-14009, and D02-16001 and D03-16002**

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### Recommendation:

That the memorandum from the Commissioner of Planning and Regulatory Services dated March 15, 2018 be received.

### Background:

At the Committee of the Whole meeting held on February 20, 2018, Council considered staff report SRPRS.18.044 respecting a request for approval of various Zoning By-law Amendment and draft Plan of Subdivision applications submitted by Country Wide Homes in the Harris-Beech Infill Area. As part of these approvals, staff has recommended that Beech Avenue be extended southerly to connect with Wicker Drive to complete a planned local road network. Council and a number of area residents expressed concerns with the proposed connection of these two streets, particularly with respect to need, traffic, safety and environmental impacts. In response, Council adopted the following motion:

*“That staff report SRPRS.18.044 regarding the Request for Approval for the Zoning By-law Amendment and Draft Plan of Subdivision Applications submitted by Country Wide Homes (Jefferson Inc.) and Giuseppina Brunetto for 196 and 210 and 226 to 288 and 307 Harris Avenue, 211 and 223 to 305 Jefferson Sideroad, and 30 Beech Avenue be referred back to staff for a further report at Committee of the Whole meeting on March 19, 2018, to permit Planning and Regulatory Services staff to consider and report on a revised plan that does not include the proposed Wicker Drive Beech Avenue road connection contained in File Numbers D02-14025 and D03-14009.”*

Staff has prepared this memorandum in response to Council's direction.

## History:

The extension and connection of Beech Avenue to Wicker Drive was the subject of testimony and expert evidence at Ontario Municipal Board hearings held in 2002 respecting various development application appeals in the Yonge East, Yonge West and Jefferson Planning Districts. The Board heard testimony from a representative for the Harris-Beech neighbourhood expressing concerns about the planned future connection of Beech Avenue to Wicker Drive in the (then) proposed Autumn Grove subdivision to the south. The residents' concerns related to a lack of demonstrated need, safety, noise, increased traffic and impacts to current lifestyle.

The Board also heard rebuttal evidence from Town transportation staff with respect to the future need for the road connection given the planned (re)development of the Harris-Beech area, as well as to provide access to/for schools and bus routes, fire and ambulance services, and commercial areas along Yonge Street. In its ruling, the Board preferred the evidence of Town staff and found "*that the provision for the future connection of Beech Avenue and Wicker Road is good transportation planning*". On this basis, the Town secured land for the future road connection as part of the Autumn Grove subdivision approvals. The current development applications by Country Wide Homes represent the first opportunity to implement the planned road connection.

## Richmond Hill Official Plan:

In 2010, Council adopted a new Official Plan with "Connectivity and Mobility" as one of five guiding principles that promote connectivity, mobility and accessibility within and between neighbourhoods, employment lands, parks and open spaces. The extension and connection of Beech Avenue to Wicker Drive is specifically identified as one of three new local streets forming part of the Town's planned street network on Schedule A8 (Street Classification) of the OP. The OP states that it is the policy of Council that:

- "The Town shall promote a safe, balanced, efficient, accessible and well-connected transportation system in accordance with the planned Transportation System as shown on Schedule A8 (Street Classification), Appendix 5 (Public Rapid Transit) and Appendix 6 (Active Transportation) to this Plan." (Section 3.5.1.1)
- "The Town shall reinforce connectivity in the transportation system to increase pedestrian and vehicular movements." (Section 3.5.1.18)
- "The street network be planned and implemented in accordance with the street hierarchy shown on Schedule A8 (Street Classification) to this Plan." (Section 3.5.6.1)
- "The Town shall discourage local streets ending in cul-de-sacs in order to promote a well-connected public street network. Cul-de-sacs may only be permitted where:
  - i. the topography and natural features prevent the construction or logical extension of a through street;
  - ii. the street extension would have to cross a railway right-of-way or any other utility corridor; or
  - iii. safe and convenient pedestrian connections can be made between the cul-de-sac and other existing streets (i.e. pedestrian bridge)." (Section 3.5.6.5 f.)

In considering the approval of draft plans of subdivision, Council must have regard for whether the proposal conforms to the policies of the Official Plan and provides the services and facilities required by the Plan. Staff is of the opinion that the extension and connection of Beech Avenue to Wicker Drive is a policy requirement and that any decision which would preclude its implementation would not be in conformity with the Town's Official Plan and would not represent good planning.

**Harris-Beech Infill Study:**

In 2013, Council approved the Harris-Beech Infill Study and directed that applications for development in that area be assessed on the basis of conformity with the provisions of the Study. One of the guiding principles of the Harris-Beech Infill Study is to enhance connectivity and mobility between neighbourhoods and to community amenities. All of the development scenarios approved by Council as part of the Infill Study contemplate the extension and connection of Beech Avenue to Wicker Drive. On this basis, staff is of the opinion that any decision which would preclude its implementation would be inconsistent with the Harris-Beech Infill Study.

**Alternative Options – Beech Avenue/Wicker Drive Connection:**

Staff has met with Country Wide Homes and consulted with relevant Town departments respecting Council's request for staff to consider and report on a revised plan(s) that does not include the proposed Beech Avenue/Wicker Drive road connection. On the basis of Council's direction, 5 alternative options have been prepared, along with a list of some advantages and disadvantages to each option.

Staff emphasizes that each of these options are rooted in the underlying principle and expectation that in the absence of a through-connection, Beech Avenue and Wicker Drive will need to be terminated in accordance with the Town's approved design standards and specifications. Any option which requires TRCA land in order to properly terminate Beech Avenue and/or Wicker Drive will not be an obligation on Country Wide Homes and will ultimately become the Town's responsibility through a future land acquisition and construction project.

The alternative options described below and attached to this memorandum are in no particular order of preference and are presented without prejudice to staff's overall position and recommendations as outlined in staff report SRPRS.18.044.

**Option #1 – Cul-de-Sac on the Country Wide Homes Lands**

This option terminates Beech Avenue with a cul-de-sac entirely on the Country Wide Homes lands and Wicker Drive with a cul-de-sac on the Town and TRCA lands, connected by a 6-metre wide pedestrian walkway. Some of the advantages and disadvantages of this option including the following:

Advantages	Disadvantages
<ul style="list-style-type: none"> <li>- The proposed cul-de-sacs comply with Town design standards and specifications</li> <li>- No phasing or third-party cooperation is required to complete the Beech Avenue cul-de-sac</li> <li>- Operational efficiencies for snow removal</li> </ul>	<ul style="list-style-type: none"> <li>- Significant impacts to the Country Wide Homes development proposal</li> <li>- Country Wide Homes must absorb all the impacts of extending and terminating Beech Avenue</li> <li>- Inefficient local road pattern with potential</li> </ul>

Advantages	Disadvantages
<p>and waste collection (as compared to a substandard permanent bulb or temporary bulb)</p> <ul style="list-style-type: none"> <li>- Improved safety as vehicles are able to turn around with a continuous forward movement (as compared to a substandard permanent bulb or temporary bulb)</li> </ul>	<p>of 4 cul-de-sacs within a radius of 75 metres</p> <ul style="list-style-type: none"> <li>- Completion of the Wicker Drive cul-de-sac requires land acquisition (approx. 674 m<sup>2</sup>) and approvals from the TRCA</li> <li>- Increased area of disturbance within the east-west natural linkage</li> <li>- Potential of increased response times for fire and emergency services</li> </ul>

### Option #2 – Cul-de-Sac on the Town and TRCA Lands

This option terminates Beech Avenue and Wicker Drive with cul-de-sacs on the Town and TRCA lands. Some of the advantages and disadvantages of this option including the following:

Advantages	Disadvantages
<ul style="list-style-type: none"> <li>- The proposed cul-de-sacs comply with Town design standards and specifications</li> <li>- Operational efficiencies for snow removal and waste collection (as compared to a substandard permanent bulb or temporary bulb)</li> <li>- Improved safety as vehicles are able to turn around with a continuous forward movement (as compared to a substandard permanent bulb or temporary bulb)</li> <li>- Limited impacts to the Country Wide Homes development proposal</li> </ul>	<ul style="list-style-type: none"> <li>- Phasing and temporary turnarounds may be required depending on the timing of land acquisition</li> <li>- Inefficient local road pattern with potential of 4 cul-de-sacs within a radius of 75 metres and 2 cul-de-sacs adjacent to one another</li> <li>- Completion of the Beech Avenue and Wicker Drive cul-de-sacs requires land acquisition (approx. 1,674 m<sup>2</sup>) and approvals from the TRCA</li> <li>- Significantly increased area of disturbance within the east-west natural linkage</li> <li>- Potential of increased response times for fire and emergency services</li> </ul>

### Option #3 –Cul-de-Sac Partially on the Country Wide Homes Lands

This option terminates Beech Avenue with a cul-de-sac partially on the Country Wide Homes lands and primarily on the adjacent lands to the west. Wicker Drive terminates with a cul-de-sac on the Town and TRCA lands, and the two cul-de-sacs are connected with a 6-metre wide pedestrian walkway. A cul-de-sac terminating on the adjacent lands to the west is also one of two options presented to staff by Country Wide Homes. Some of the advantages and disadvantages of this option including the following:

Advantages	Disadvantages
<ul style="list-style-type: none"> <li>- The proposed cul-de-sacs comply with Town design standards and specifications</li> </ul>	<ul style="list-style-type: none"> <li>- Phasing and temporary turnarounds will likely be required</li> </ul>

Advantages	Disadvantages
<ul style="list-style-type: none"> <li>- Operational efficiencies for snow removal and waste collection (as compared to a substandard permanent bulb or temporary bulb)</li> <li>- Improved safety as vehicles are able to turn around with a continuous forward movement (as compared to a substandard permanent bulb or temporary bulb)</li> <li>- Limited impacts to the Country Wide Homes development proposal</li> <li>- More equitable distribution of the impacts of extending and terminating Beech Avenue between benefitting landowners</li> </ul>	<ul style="list-style-type: none"> <li>- Third-Party cooperation is required</li> <li>- Adjacent landowner to the west has not been involved in the decision making process</li> <li>- Inefficient local road pattern with potential of 4 cul-de-sacs within a radius of 75 metres</li> <li>- Completion of the Wicker Drive cul-de-sac requires land acquisition (approx. 674 m<sup>2</sup>) and approvals from the TRCA</li> <li>- Increased area of disturbance within the east-west natural linkage</li> <li>- Potential of increased response times for fire and emergency services</li> </ul>

**Option #4 – Crescent Street through the Country Wide Homes Lands and Adjacent Lands**

This option extends Beech Avenue easterly to form a crescent through the Country Wide Homes lands and adjacent lands, and terminates Wicker Drive with a cul-de-sac on the Town and TRCA lands. The crescent and the cul-de-sac are connected by a 6-metre wide pedestrian walkway. Some of the advantages and disadvantages of this option including the following:

Advantages	Disadvantages
<ul style="list-style-type: none"> <li>- The proposed crescent and cul-de-sac comply with Town design standards and specifications</li> <li>- Operational efficiencies for snow removal and waste collection due to continuous street</li> <li>- Improved safety as vehicles are able proceed or turn around with a continuous forward movement (as compared to a substandard or temporary bulb)</li> <li>- More efficient local road pattern with the elimination of 2 potential cul-de-sacs</li> </ul>	<ul style="list-style-type: none"> <li>- Significant impacts to the Country Wide Homes development proposal</li> <li>- Phasing and temporary turnarounds will be required</li> <li>- Third-Party cooperation is required</li> <li>- Adjacent landowners to the east have not been involved in the decision making process</li> <li>- Country Wide Homes must accommodate a significant amount road and municipal services to facilitate limited development on their lands</li> <li>- Completion of the Wicker Drive cul-de-sac requires land acquisition (approx. 674 m<sup>2</sup>) and approvals from the TRCA</li> <li>- Increased area of disturbance within the east-west natural linkage</li> <li>- Potential of increased response times for fire and emergency services</li> </ul>

## Option #5 – Temporary Turnaround on the Subject Lands

This option terminates Beech Avenue in a temporary bulb (i.e. hammerhead) on the Country Wide Homes lands and Wicker Drive in a cul-de-sac on the Town and TRCA lands. The temporary bulb and cul-de-sac are connected by a 6-metre wide pedestrian walkway. A bulb on Beech Avenue is the second option presented to staff by Country Wide Homes, albeit the option was put forward as a permanent termination of Beech Avenue. Some of the advantages and disadvantages of this option including the following:

Advantages	Disadvantages
<ul style="list-style-type: none"> <li>- The proposed cul-de-sac on Wicker Drive complies with Town standards and specifications</li> <li>- The proposed temporary bulb (i.e. hammerhead) on Beech Avenue is generally acceptable as an interim solution, but does not comply with Town standards and specifications as a permanent solution</li> <li>- Limited impacts to the Country Wide Homes development proposal</li> </ul>	<ul style="list-style-type: none"> <li>- Phasing and third-party cooperation will be required to complete the Beech Avenue cul-de-sac</li> <li>- Operational inefficiencies for snow removal and waste collection</li> <li>- Reduced safety as vehicles are unable to turn around with a continuous forward movement</li> <li>- Adjacent landowner to the west has not been involved in the decision making process</li> <li>- Inefficient local road pattern with potentially 4 cul-de-sacs within a radius of approximately 75 metres</li> <li>- Completion of the Wicker Drive cul-de-sac and pedestrian walkway requires land acquisition (approx. 720 m<sup>2</sup>) and approvals from the TRCA</li> <li>- Increased area of disturbance within the east-west natural linkage</li> <li>- Potential of increased response times for fire and emergency services</li> </ul>

### Conclusions:

Staff is of the opinion that the extension and connection of Beech Avenue to Wicker Drive represents good planning. In the event that Committee of the Whole does not adopt the recommendations of staff report SRPRS.18.044 in regards to the extension and connection of Beech Avenue to Wicker Drive as part of the Country Wide Homes development approvals, it is recommended that staff report back to Council with revised planning instruments as necessary to implement its direction.

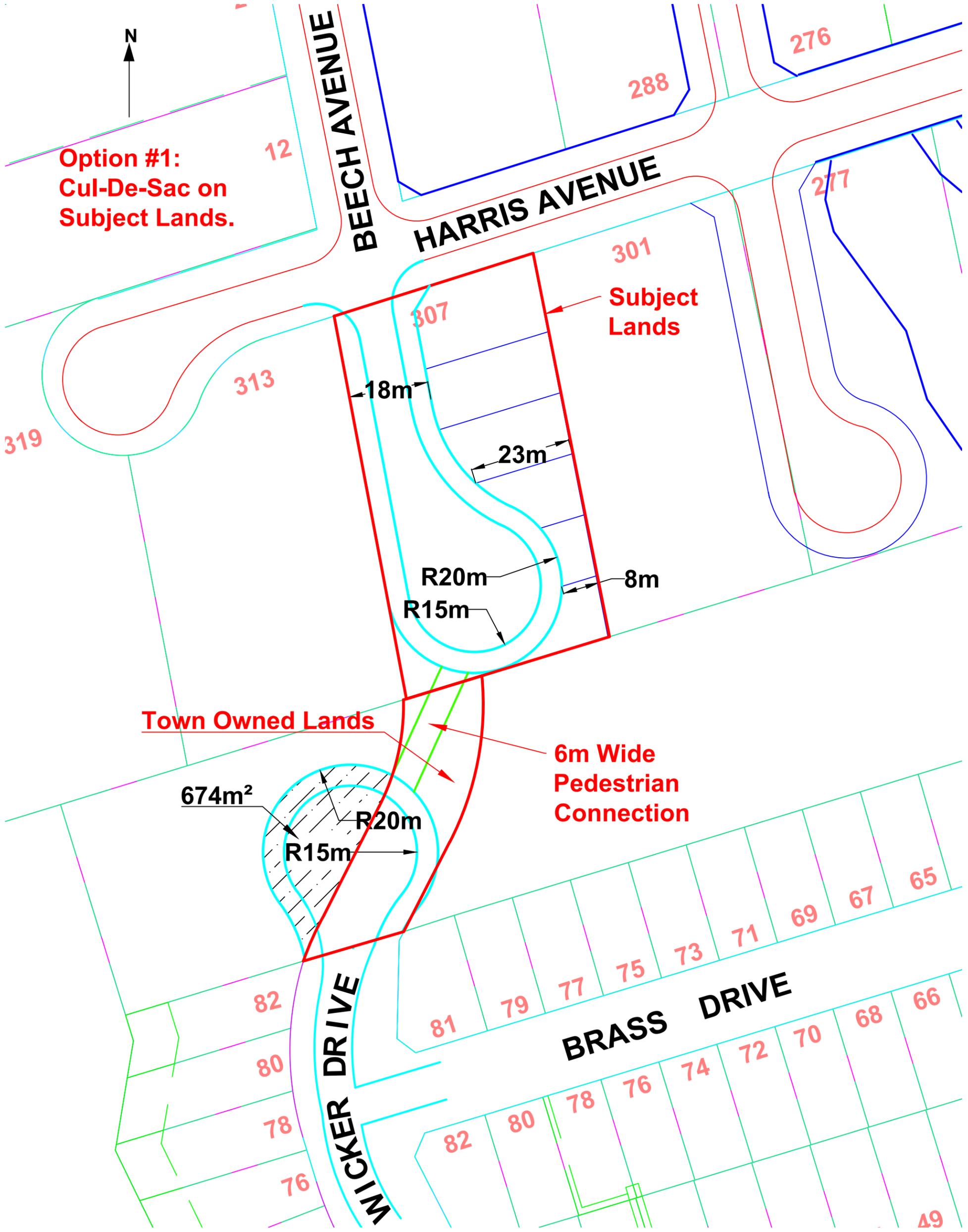
"Signed version on file in the Office of the Clerk"

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Kelvin Kwan  
Commissioner of Planning and Regulatory Services



**Option #1:  
Cul-De-Sac on  
Subject Lands.**





**Option #2:  
Cul-De-Sac on  
TRCA/Town Lands**

**BEECH AVENUE**

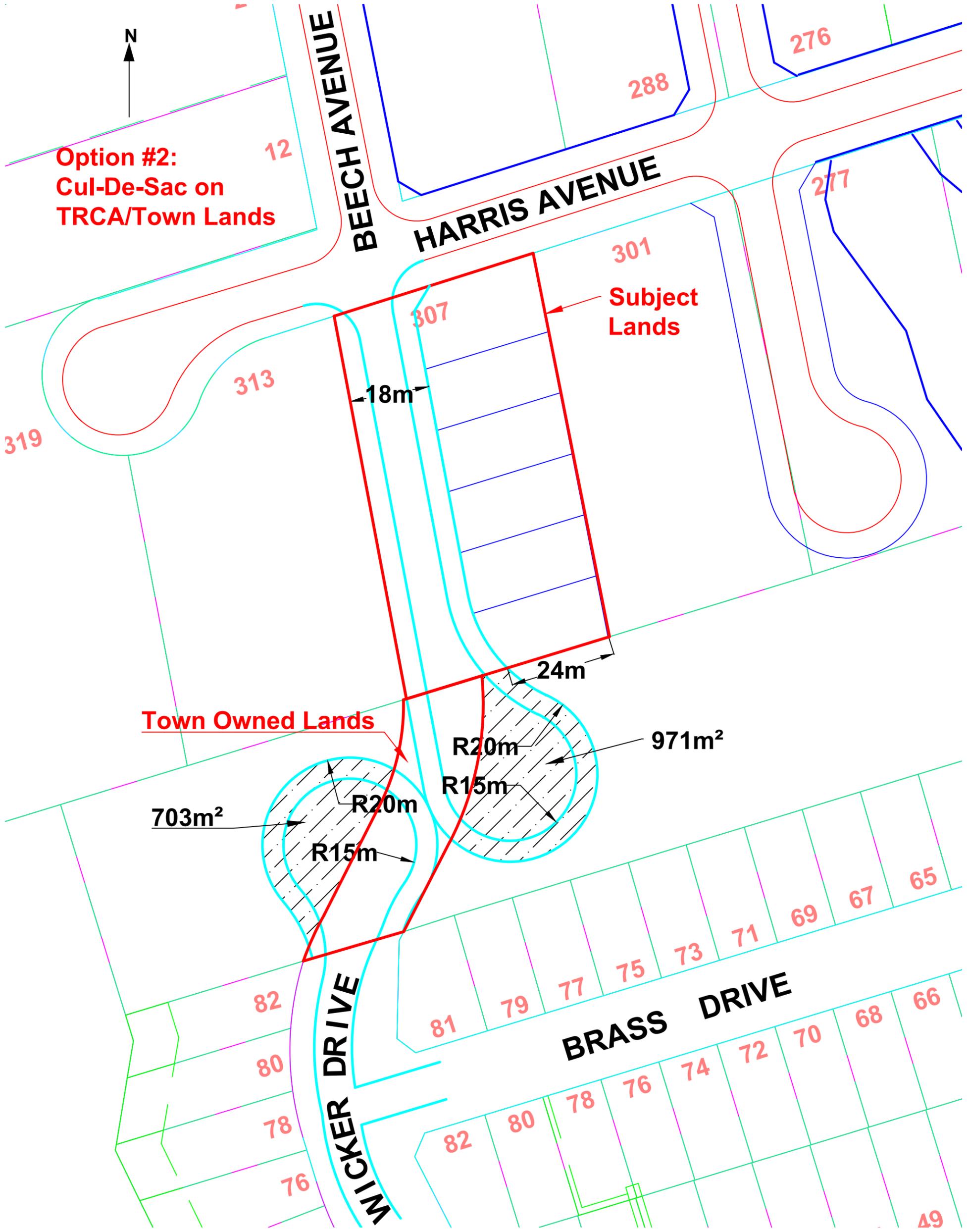
**HARRIS AVENUE**

**Subject  
Lands**

**Town Owned Lands**

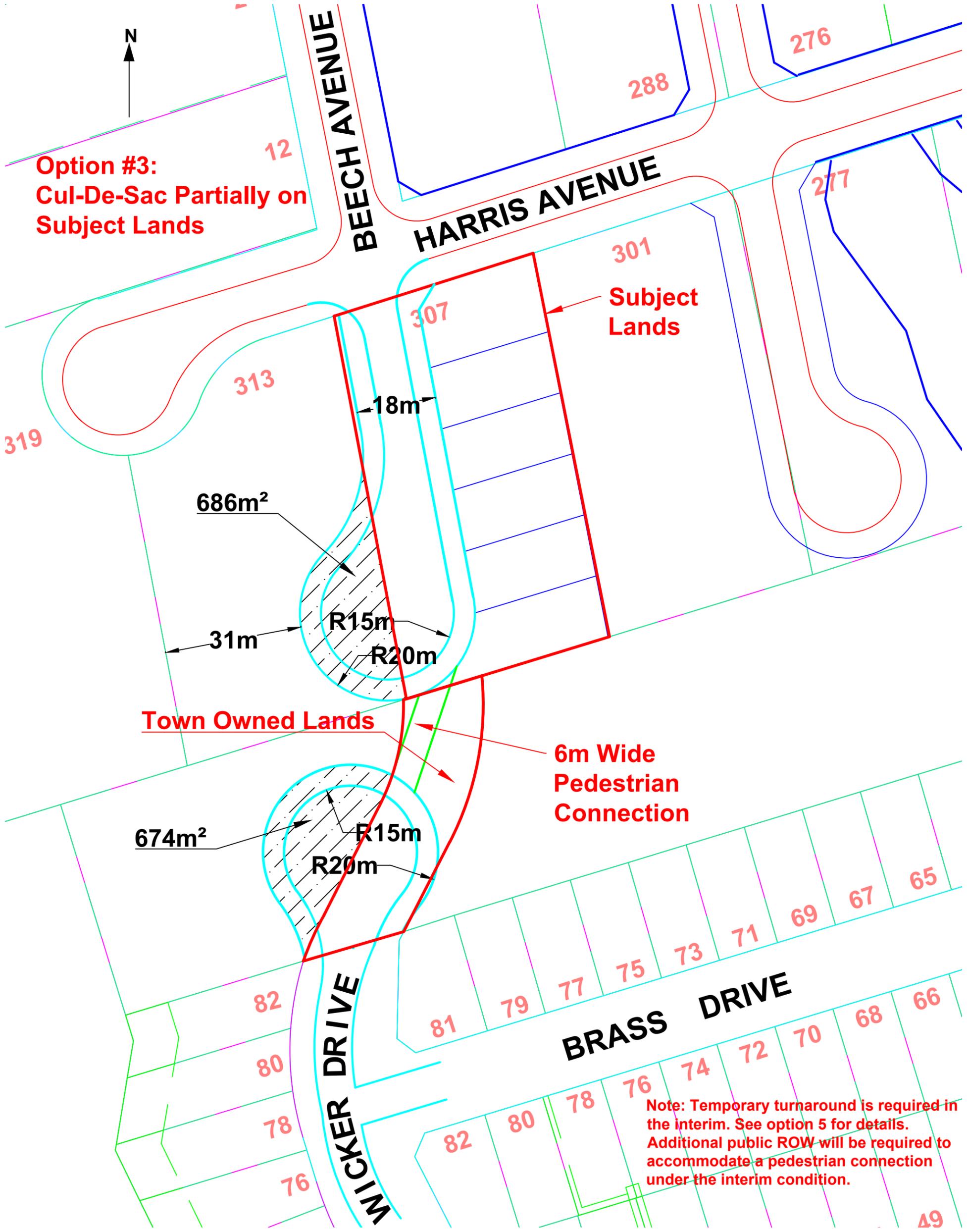
**WICKER DRIVE**

**BRASS DRIVE**





**Option #3:  
Cul-De-Sac Partially on  
Subject Lands**



**Note: Temporary turnaround is required in the interim. See option 5 for details. Additional public ROW will be required to accommodate a pedestrian connection under the interim condition.**



**Option #4:  
Crescent Road**

**BEECH AVENUE**

**HARRIS AVENUE**

**Subject  
Lands**

**Town Owned Lands**

**6m Wide  
Pedestrian  
Connection**

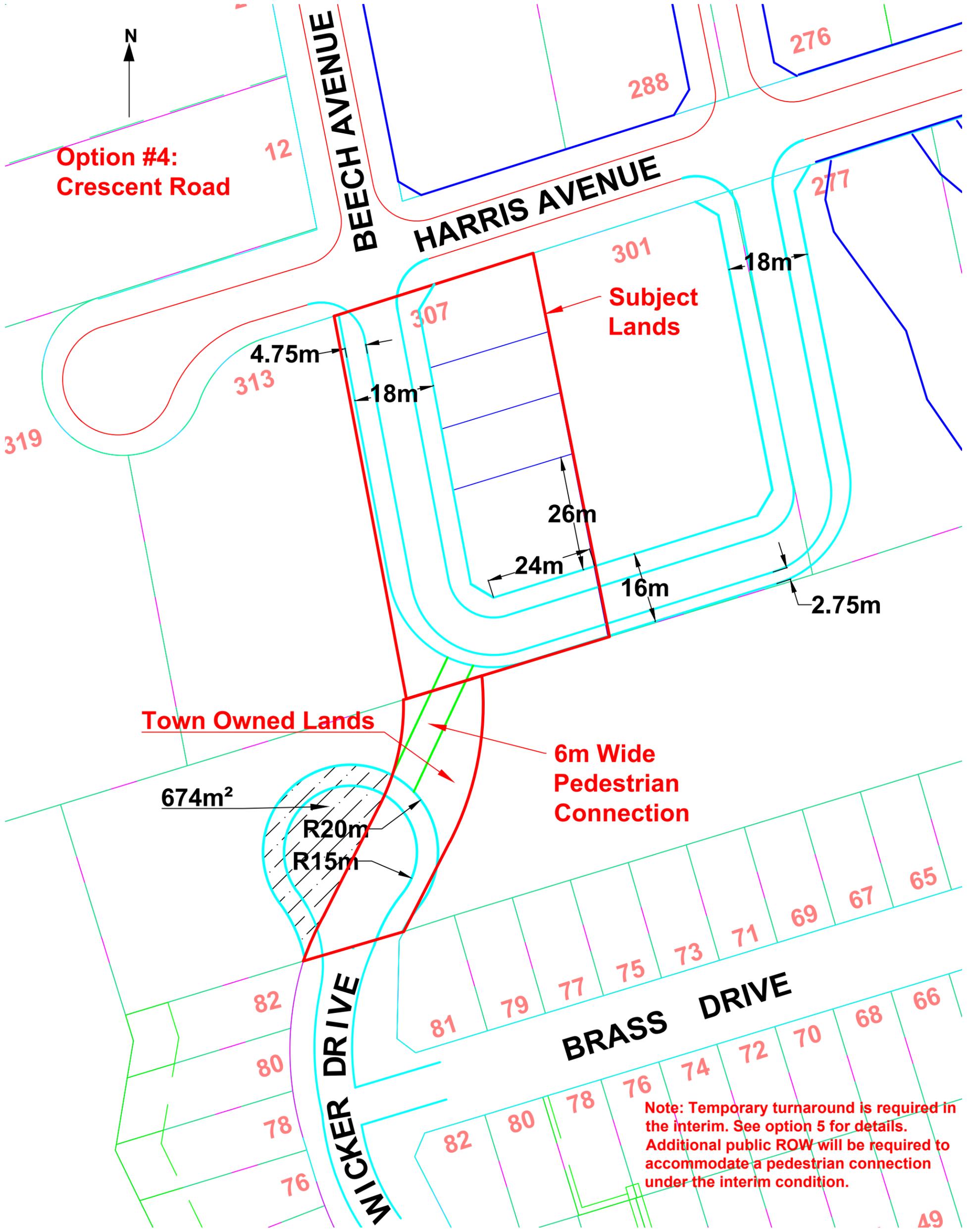
**674m<sup>2</sup>**

**R20m  
R15m**

**WICKER DRIVE**

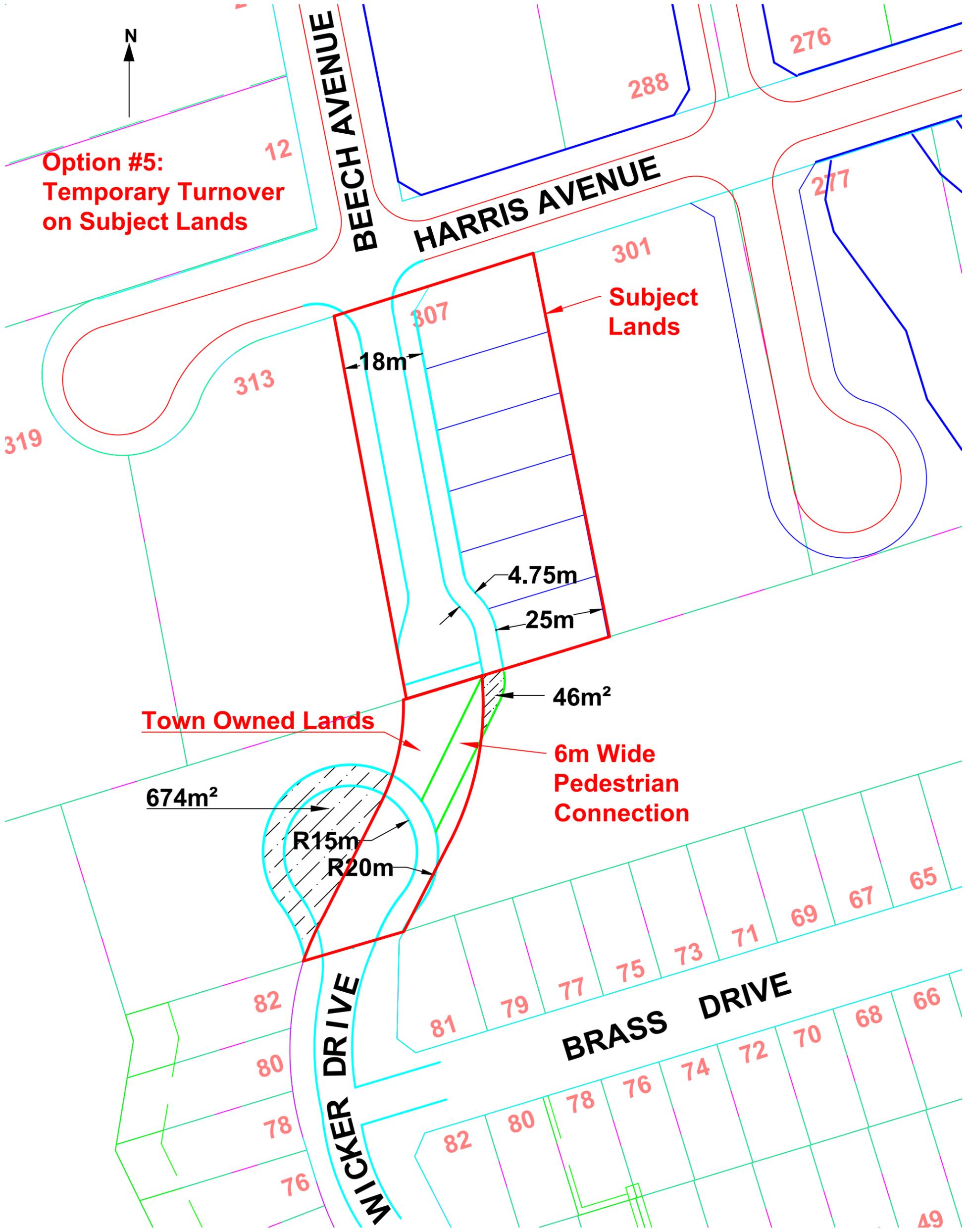
**BRASS DRIVE**

**Note: Temporary turnaround is required in the interim. See option 5 for details. Additional public ROW will be required to accommodate a pedestrian connection under the interim condition.**





**Option #5:  
Temporary Turnover  
on Subject Lands**



# MAP 1 - AERIAL PHOTOGRAPH



Copyright J.D.Barnes Limited 2016 Orthophotography  
BLOCK 09 File Nos. D02-14024, D03-14008, D02-14025  
D02-14025, D03-14009, D02-16001

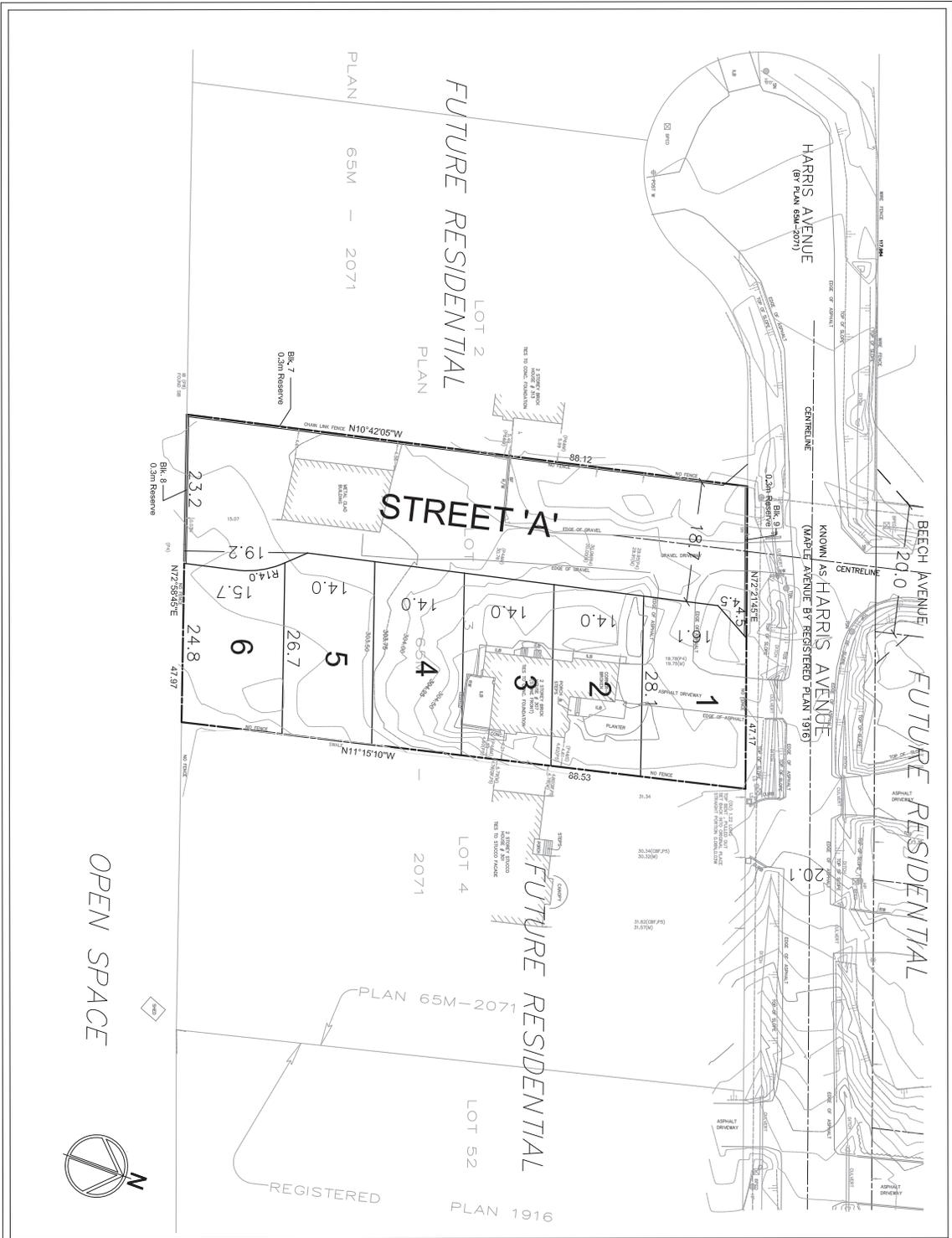


**TOWN OF RICHMOND HILL  
PLANNING AND REGULATORY  
SERVICES DEPARTMENT**

Legend  
SUBJECT AREAS

SC/SS SRPRS.18.044





**KEY MAP**

**OWNER'S AUTHORIZATION**

I authorize Kevin Panning to prepare and submit this plan to city approval.

*Kevin Panning* Date: Sep 19, 2017

City of New Westminster (City Council)

**SURVEYOR'S CERTIFICATE**

I have examined the plan and certify that the lots have been surveyed and the boundaries are correctly shown on this plan.

*Tom Kruger O.L.S.* Date: Jan 19, 2018

1157 River Street  
 New Westminster, British Columbia  
 V2Y 1A4

**ADDITIONAL INFORMATION**

[Section 31(1) of the Planning Act, 1996]

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**DEVELOPMENT STATISTICS**

Item	Value	Unit	Label No.	Ref.
1. Gross Area	1.4	ha	1.4	1.4
2. Net Area	1.4	ha	1.4	1.4
3. Total Impervious Area	1.4	ha	1.4	1.4
4. Total Impervious Area	1.4	ha	1.4	1.4
5. Total Impervious Area	1.4	ha	1.4	1.4
6. Total Impervious Area	1.4	ha	1.4	1.4
7. Total Impervious Area	1.4	ha	1.4	1.4
8. Total Impervious Area	1.4	ha	1.4	1.4
9. Total Impervious Area	1.4	ha	1.4	1.4
10. Total Impervious Area	1.4	ha	1.4	1.4
11. Total Impervious Area	1.4	ha	1.4	1.4
12. Total Impervious Area	1.4	ha	1.4	1.4
13. Total Impervious Area	1.4	ha	1.4	1.4
14. Total Impervious Area	1.4	ha	1.4	1.4
15. Total Impervious Area	1.4	ha	1.4	1.4
16. Total Impervious Area	1.4	ha	1.4	1.4
17. Total Impervious Area	1.4	ha	1.4	1.4
18. Total Impervious Area	1.4	ha	1.4	1.4
19. Total Impervious Area	1.4	ha	1.4	1.4
20. Total Impervious Area	1.4	ha	1.4	1.4
21. Total Impervious Area	1.4	ha	1.4	1.4
22. Total Impervious Area	1.4	ha	1.4	1.4
23. Total Impervious Area	1.4	ha	1.4	1.4
24. Total Impervious Area	1.4	ha	1.4	1.4
25. Total Impervious Area	1.4	ha	1.4	1.4
26. Total Impervious Area	1.4	ha	1.4	1.4
27. Total Impervious Area	1.4	ha	1.4	1.4
28. Total Impervious Area	1.4	ha	1.4	1.4
29. Total Impervious Area	1.4	ha	1.4	1.4
30. Total Impervious Area	1.4	ha	1.4	1.4
31. Total Impervious Area	1.4	ha	1.4	1.4
32. Total Impervious Area	1.4	ha	1.4	1.4
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36. Total Impervious Area	1.4	ha	1.4	1.4
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40. Total Impervious Area	1.4	ha	1.4	1.4
41. Total Impervious Area	1.4	ha	1.4	1.4
42. Total Impervious Area	1.4	ha	1.4	1.4
43. Total Impervious Area	1.4	ha	1.4	1.4
44. Total Impervious Area	1.4	ha	1.4	1.4
45. Total Impervious Area	1.4	ha	1.4	1.4
46. Total Impervious Area	1.4	ha	1.4	1.4
47. Total Impervious Area	1.4	ha	1.4	1.4
48. Total Impervious Area	1.4	ha	1.4	1.4
49. Total Impervious Area	1.4	ha	1.4	1.4
50. Total Impervious Area	1.4	ha	1.4	1.4

**DRAFT PLAN OF SUBMISSION**

1917-14029

Scale: 1:300

20m