

Appendix A - Council Extract

- 3.1 Request for Comments – Zoning By-law Amendment and Draft Plan of Subdivision Applications – North Leslie (West – Bayview Avenue/Elgin Mills Road East) – Earlglen Investments Inc. – Part of Lot 30, Concession 2, E.Y.S – 921 19th Avenue – File Nos. D02-03044 and D03-03010; Devon Lane Construction Ltd. – Part of Lot 29, Concession 2, E.Y.S – 11289 Bayview Avenue – File Nos. D02-02042 and D03-02002; Parkgate Holdings Inc. – Part of Lot 29, Concession 2, E.Y.S – 11211 Bayview Avenue – File Nos. D02-04056 and D03-04008; Richview 19 Holdings Inc. – Part of Lot 28, Concession 2, E.Y.S – 11061 Bayview Avenue – File Nos. D02-12046 and D03-12013; Autumn Hill Investment Ltd. – Part of Lot 27, Concession 2, E.Y.S – 11011 Bayview Avenue – File Nos. D02-12045 and D03-12012; Raki Holdings Inc. – Part of Lot 27, Concession 2, E.Y.S – 10971 Bayview Avenue – File Nos. D02-03030 and D03-03006; Elbay Developments Inc. – Part of Lot 26, Concession 2, E.Y.S – 930 Elgin Mills Road – File Nos. D02-14017 and D03-14004; Bluegrove Investments Ltd. – Part of Lot 26, Concession 2, E.Y.S – 1080 Elgin Mills Road East – File Nos. D02-14035 and D03-14014 – (SRPRS.15.060)**

Deborah Giannetta of the Planning and Regulatory Services Department provided an overview of the proposed Zoning By-law Amendment and Draft Plan of Subdivision applications to facilitate the construction of eight (8) residential developments on the subject lands within the North Leslie Secondary Plan Area. Ms. Giannetta advised that staff's recommendation was that the staff report be received for information purposes only and all comments be referred back to staff.

Bill Tam, Partner, and James Kennedy, President, KLM Planning Partners Inc., agents for Earlglen Investments Inc., Parkgate Holdings Inc., Richview 19 Holdings Inc., Raki Holdings Inc., Autumn Hill Investment Ltd., and Elbay Developments Inc., thanked staff for the report and for clarifying that the application by Elbay Developments Inc. does not require an Official Plan Amendment, and advised that they were in attendance to answer any questions Council members may have regarding their applications.

Mark McConville, Senior Planner, Humphries Planning Group Inc., agent for Bluegrove Investments Inc., advised that he was in attendance to answer any questions Council members may have regarding their applications.

Harry Edwards, PMG Planning Consultants, agent for Devon Lane Construction Ltd., thanked staff for the report and advised that he was in attendance to answer any questions Council members may have regarding their applications.

(continued)

Angela Sciberras, Macaulay Shiomi Howson Ltd., on behalf of her clients, Paul lafrete and Frank DiPede who own the property known as 0 Elgin Mills Road East, addressed Council regarding the application by Bluegrove Investments Inc. to advise of their concerns with the Draft Plan of Subdivision as it relates to the proximity of laneways to the proposed minor collector roads, and the size, configuration and location of the storm water management facility. Ms. Sciberras advised that her clients do not object or wish to delay the development but are requesting that the Draft Plan of Subdivision by Bluegrove Investments Inc. not be approved until her clients have time to retain their consulting team who will meet with staff to address their concerns.

David Stewart, on behalf of Leslie Elgin Developments Inc., advised that they did not object to the applications but requested that he be notified and involved in the process to create the proposed Parent Zoning By-law that was referenced in the staff report to apply to the entire North Leslie Secondary Plan area. Mr. Stewart further requested that they be provided with a copy of the Department and External Agency Comments referenced in the staff report.

Moved by: Councillor Liu

Seconded by: Regional and Local Councillor Spatafora

That SRPRS.15.060 with respect to the Zoning By-law Amendment and Draft Plan of Subdivision applications submitted by the following Owners for the lands described below, be received for information purposes only and that all comments be referred back to staff:

- a) Earlglen Investments Inc., Part of Lot 30, Concession 2, E.Y.S (municipal address: 921 19th Avenue), File Nos. D02-03044 and D03-03010 (19T(R)-03010);
- b) Devon Lane Construction, Part of Lot 29, Concession 2, E.Y.S (municipal address: 11289 Bayview Avenue), File Nos. D02-02042 and D03-02002 (19T(R)-02002);
- c) Parkgate Holdings Inc., Part of Lot 29, Concession 2, E.Y.S (municipal address: 11211 Bayview Avenue), File Nos. D02-04056 and D03-04008 (19T(R)-04008);
- d) Richview Holdings Inc., Part of Lot 28, Concession 2, E.Y.S (municipal address: 11061 Bayview Avenue), File Nos. D02-12046 and D03-12013 (19T(R)-12013);

(continued)

- e) Autumn Hill Investment Ltd., Part of Lot 27, Concession 2, E.Y.S (municipal address: 10971 Bayview Avenue), Files Nos. D02-12045 and D03-12012 (19T(R)-12012);
- f) Raki Holdings Inc., Part of Lot 27, Concession 2, E.Y.S (municipal address: 10971 Bayview Avenue), File Nos. D02-03030 and D03-03006 (19T(R)-03006);
- g) Elbay Developments Inc., Part of Lot 26, Concession 2, E.Y.S (municipal address: 930 Elgin Mills Road), File Nos. D02-14017 and D03-14004 (19T(R)-14004);
- h) Bluegrove Investments Inc., Part of Lot 26, Concession 2, E.Y.S (municipal address: 1080 Elgin Mills Road East), File Nos. D02-14035 and D03-14014 (19T(R)-14014).

Carried Unanimously

Appendix B - Applicants' Draft Zoning By-law
The Corporation Of The Town Of Richmond Hill
By-Law ____-17

A By-law to Amend By-law 2325-68, as amended, of
The Corporation of the former Township of Markham, By-law 128-04 of The Corporation
of the Town of Richmond Hill, and By-law 55-15, 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 Consideration:

Now Therefore The Council Of The Corporation Of The Town Of Richmond Hill Enacts As Follows:

1. That By-law 2325-68, as amended, of The Corporation of the former Township of Markham, be and is hereby further amended by removing those lands shown on Schedule "A" to this By-law ____-17, and any provisions of By-law No. 2325-68, as amended, of the Corporation of the former Township of Markham, that previously applied to the lands shown on Schedule "A" to this By-law ____-17 shall no longer apply.
2. That By-law No. 128-04, as amended, of The Corporation of the Town Richmond Hill, be and is hereby further amended by removing those lands shown on Schedule "B" to this By-law ____-17 and any provisions of By-law No. 128-04, as amended, of the Corporation of the Town of Richmond Hill, that previously applied to the lands shown on Schedule "B" to this By-law ____-17 shall no longer apply,
3. That By-law 55-15, as amended, of The Corporation of the Town of Richmond Hill, be and is hereby further amended as follows:
 - a) By expanding the boundary to include the Subject Lands and zoning them "Residential Wide Shallow Two [RWS2](a)(c) Zone", "Residential Wide Shallow Two [RWS2](c) Zone", "Multiple Residential One [RM1](c) Zone", "Park [P](d) Zone", "Environmental Protection Two [EPA2] Zone", and "Institutional One [I1](b)(c) Zone" as shown on Schedule "C" to By-law No. ____-17.
 - b) By adding the following to Section 7 - **EXCEPTIONS**:

"7.a:

Notwithstanding any other inconsistent or conflicting provision of By-law 55-15, as amended, of the Corporation the following special provisions shall apply to those lands zoned “Residential Wide Shallow Two (RWS2) Zone” and generally described as Part of Lot 29, Concession 2 and denoted by the bracketed number (a) as shown on Schedule “C” to By-law __-17:

- 1) The Minimum Required Rear yard shall be 3.0 metres.
- 2) The Minimum Required Side yard shall be 7.0 metres on one side and 1.2 metres on the other.

7.b:

Notwithstanding any other inconsistent or conflicting provision of By-law 55-15, as amended, of the Corporation the following special provisions shall apply to those lands zoned “Institutional One (I1) Zone” and generally described as Part of Lot 29, Concession 2 and denoted by the bracketed number (b) as shown on Schedule “C” to By-law __-17:

- 1) In addition to the uses permitted in Table C1 – Institutional Zones Permitted Uses and Table C1 – Institutional Zones Special Provisions, Apartment Dwellings, Back-to-Back Dwellings, Street Townhouse Dwellings, Block Townhouse Dwellings, and Quadruplex Dwellings shall also be permitted in accordance with the RM4 standards and permissions of Tables A1 and A2.”

7.c:

Notwithstanding any other inconsistent or conflicting provision of By-law 55-15, as amended, of the Corporation the following special provisions shall apply to those lands zoned “Institutional One (I1) Zone”, “Multiple Residential One (RM1) Zone”, and “Residential Wide Shallow Two (RWS2) Zone” and generally described as Part of Lot 29, Concession 2 and denoted by the bracketed number (c) as shown on Schedule “C” to By-law __-17:

- 1) The amendments to By-law 55-15 set out in Exception 7.3 as implemented by By-law 82-16 shall also apply to the lands zoned “Institutional One (I1) Zone”, “Multiple Residential One (RM1) Zone”, and “Residential Wide Shallow Two (RWS2) Zone” as shown on Schedule “C” to By-law __-17.

7.d:

Notwithstanding any other inconsistent or conflicting provision of By-law No. 55-15, as amended, of the Corporation the following special provisions shall apply to those lands zoned "Park (P) Zone" and generally described as Part of Lot 29, Concession 2 and denoted by the bracketed number (d) as shown on Schedule "C" to By-law __-17:

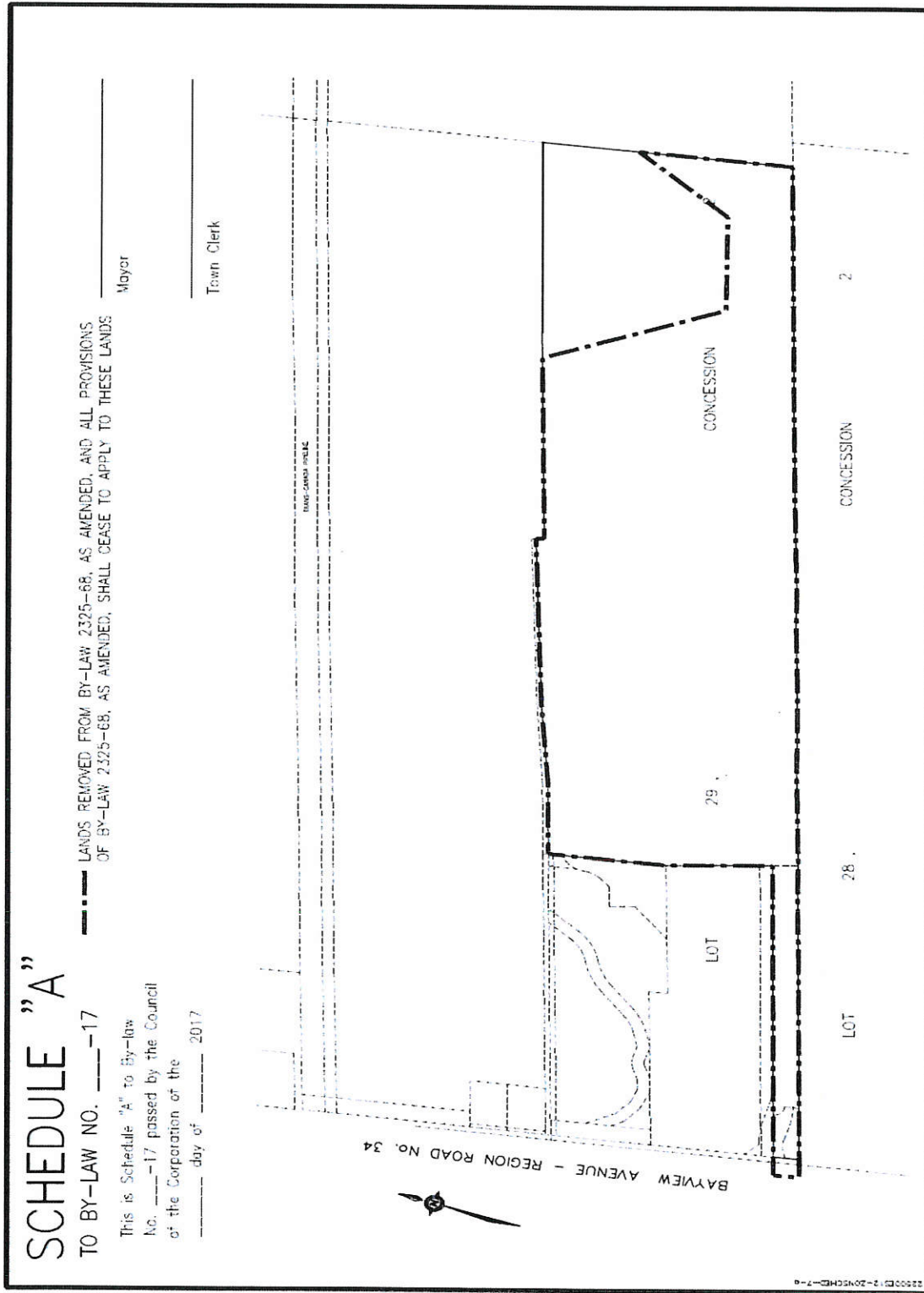
- 1) In addition to the permitted uses permitted in Table D1, stormwater management facilities shall also be permitted."
4. All other provisions of By-law 55-15, as amended, not inconsistent with the foregoing, shall continue to apply to the lands shown as Schedule "C" attached hereto.
5. The imperial 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.

Schedule "A", "B", and "C" attached to By-law __-17 is declared to form a part of this by-law.

Passed This _____ Day of _____, 2017

Dave Barrow
Mayor

Stephen M.A. Huycke
Town Clerk



SCHEDULE "B"

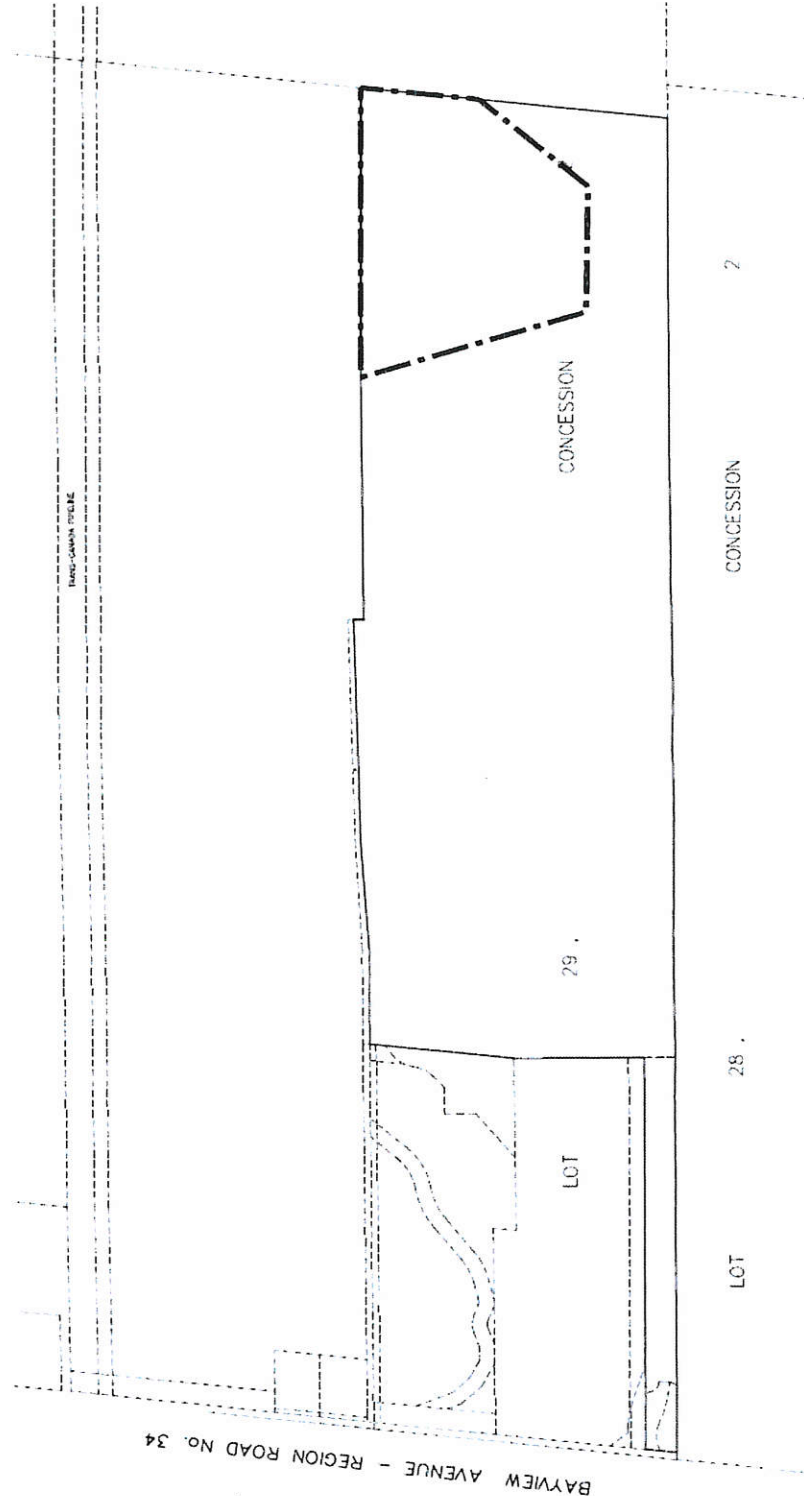
TO BY-LAW NO. ____-17

This is Schedule "B" to By-law
 No. ____-17 passed by the Council
 of the Corporation of the
 day of ____ 2017

--- LANDS REMOVED FROM BY-LAW 128-04 AS AMENDED, AND ALL PROVISIONS
 OF BY-LAW 128-04, AS AMENDED, SHALL CEASE TO APPLY TO THESE LANDS

Mayor

Town Clerk



SCHEDULE "C"

TO BY-LAW NO. ____-17

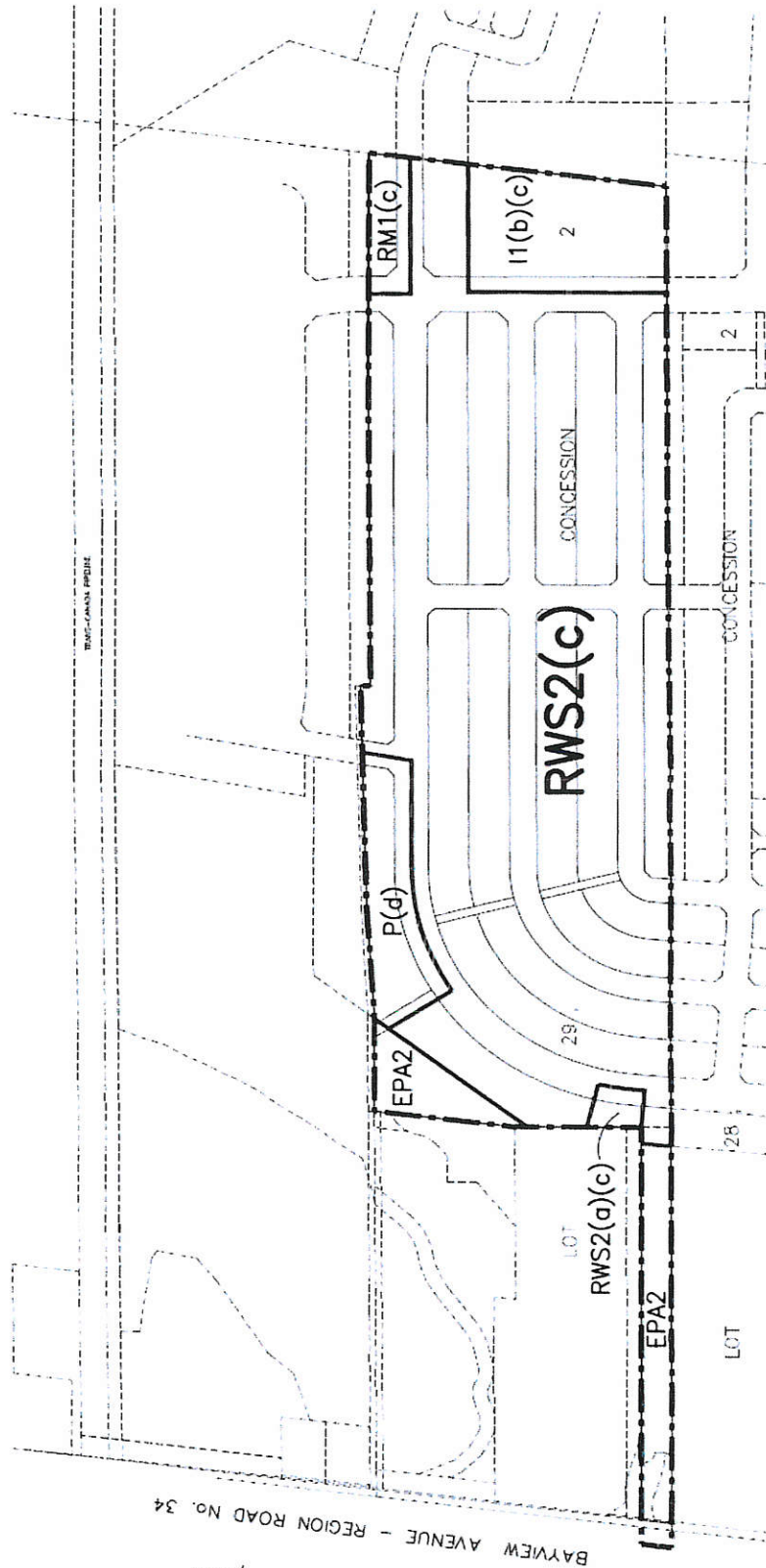
This is Schedule "C" to By-law
 No. ____-17 passed by the Council
 of the Corporation of the

____ day of ____ 2017

--- SUBJECT LANDS

Mayor

Town Clerk



The Corporation of the Town of Richmond Hill

Explanatory Note to By-Law __-17

By-law __-17 affects lands described as Part of Lot 29, Concession 2, E.Y.S.

By-law No. 2325-68, as amended, presently zones the majority of the subject lands "Agricultural [A1] Zone". The permitted uses in the "A1 Zone" include agriculture and associated uses, kennels, veterinarian establishments, elementary or secondary schools, medical clinics, places of worship, conservation projects, one single detached dwelling, and home occupations. The effect of By-law __-17 would be to repeal By-law No. 2325-68 insofar as it applies to the subject lands.

By-law 128-04, as amended, presently zones a portion of the Subject Lands "Urban [UR] Zone". The permitted uses in the "UR Zone" existing uses, bed and breakfast establishments, public infrastructure, one single detached dwelling, and home occupations. The effect of By-law __-17 would be to repeal By-law No. 128-04 insofar as it applies to the subject lands.

By-law __-17 would expand the boundaries of By-law No. 55-15 to include and rezone the subject lands to "Residential Wide Shallow Two [RWS2](a)(c) Zone", "Residential Wide Shallow Two [RWS2](c) Zone", "Multiple Residential One [RM1](c) Zone", "Park [P](d) Zone", "Environmental Protection Two [EPA2] Zone", "Institutional One [I1](b)(c) Zone" and to implement site specific development standards to facilitate development of a parcel with an unusual lot configuration, to facilitate additional uses within a school block reflecting the underlying Medium Density Residential designation within the North Leslie Secondary Plan, and to implement a number of other site specific development standards for the development.

Appendix C
The Corporation of The Town Of Richmond Hill

Schedule of Conditions
Draft Plan of Subdivision
File 19T(R)-04008

Parkgate Holdings Inc.
Part of Lot 29, Concession 2, E.Y.S
Town of Richmond Hill

Town of Richmond Hill

Development Planning Division

1. Approval shall relate to Draft Plan of Subdivision prepared by KLM Planning Partners Inc., having Project No. P-2250, dated July 26, 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 York Region. 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, open sides of road allowances, or entrances from existing 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 streetlighting.
10. Such easements as may be required for utility, municipal servicing or drainage purposes 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, daylighting 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.
19. Prior to final approval, a geotechnical 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. The owner agrees that the geotechnical report shall include a detailed investigation of site conditions based on sufficient boreholes to support final engineering design. The owner agrees that the geotechnical report shall address the site specific groundwater, geologic and hydrogeologic conditions with respect to the final design and construction of municipal services including groundwater monitoring in accordance with the findings and recommendations of the Master Environmental Servicing Plan for the North Leslie West Secondary Plan area.
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:

- i) adequate sanitary sewage is available as determined by the Town and has been allocated, by the Town, to the plan;
- ii) 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. The Owner(s) shall contribute towards the cost of supplying and installing horizontal and vertical control and certification by an Ontario Land Surveyor as part of the Town's survey monumentation program.
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 Water Resource Management Report (WRMR) and Functional Servicing and Stormwater Management Report (FSSWMR) prepared for the Plan and Master Environmental Servicing Plan (MESP) for the North Leslie West Secondary Plan Area:
- a) Construction of one primary means of public road access from the road within the draft plan to Bayview Avenue, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewers(s) thereunder.
 - b) Construction of one secondary means of public road access from the roads within the draft plan to Elgin Mills Road East or 19th Avenue, 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 WRMR, FSR and MESP;
 - 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 WRMR, FSR and MESP;

- e) Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the WRMR, FSR and MESP, together with required stormwater system outlet(s) external to the plan to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
 - f) Conveyance of all lands within and external to the draft plan required for municipal servicing purposes, all as outlined in the WRMR, FSR and MESP.
30. Prior to final approval of the Plan of Subdivision or any portion thereof, the Owner shall enter into one or more agreements, satisfactory to the Town, pertaining to the provision of the community services referenced in Condition 29, which said agreement(s) shall address, among other things, credits under the *Development Charges Act* to the satisfaction of the Town.
31. Prior to final approval of the Plan of Subdivision or any portion thereof, one or more by-laws enacted by the Town under the *Development Charges Act* providing for development charges for boundary road improvements shall have come into force as provided for under that Act and any appeals to the said by-laws shall have been disposed of by the OMB.
32. Prior to final approval of the Plan of Subdivision or any portion thereof, the Owner shall provide evidence satisfactory to the Commissioner of Planning and Regulatory Services that the Owner has executed a cost sharing agreement with other owners within the North Leslie Secondary Plan area for the provision of community services within or external to the plan.
33. 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 storm water quantity, quality, runoff volume and erosion control;
 - b) the protection of groundwater quality and quantity;
 - c) the facility design, inspection, operation and maintenance procedures and associated costs;
 - d) monitoring plans, programs, equipment, procedures and associated costs required to address storm water management and facility performance in accordance with the requirements of the Water Resource Management Report (WRMR), Functional Servicing Report (FSR) and Master Environmental Servicing Plan (MESP); and,

- e) erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features.

Such report(s) shall utilize as guidelines the Ministry of the Environment Stormwater Management Planning and Design Manual, the Town of Richmond Hill Stormwater Management Design Criteria and the Master Environmental Servicing Plan. 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.

- 34. The Owner shall agree in the Subdivision Agreement:
 - a) to implement the recommendations of the Stormwater Management Report;
 - b) to undertake the stormwater management monitoring program specified in the Stormwater Management Report and to provide appropriate securities to carry out or cause to be carried out the 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.
- 35. 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 facility quality and quantity performance monitoring requirements during construction and for assumption specified in the Town of Richmond Hill Stormwater Management Design Criteria.
- 36. 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.
- 37. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the study referred to in Condition 36, 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.
- 38. 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.

39. 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.

40. 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.

41. The owner shall agree to include the following warning clause in the registered Subdivision Agreement with respect to Lots 1 to 58, Lots 140 and 141, Blocks 175, 177, 178, 181, 182 and 183:

"Purchasers are advised that this lot or block fronts onto or abuts a public highway designated as a Collector Road. Purchasers may experience heavy traffic volumes at times which may occasionally interfere with driveway access and egress from the property."

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

42. The Owner shall agree in the Subdivision Agreement to retain a qualified geotechnical engineer to provide full time resident inspection during the construction of below ground municipal services including storm sewers, sanitary sewers, watermains and stormwater management facilities. The owner agrees that the geotechnical engineer shall monitor and provide recommendations for excavation stability with respect to the local groundwater, geologic and hydrogeologic conditions in accordance with the geotechnical report for the plan and in accordance with the findings and recommendations of the Master Environmental Servicing Plan for the North Leslie West Secondary Plan area.
43. The Owner shall agree in the Subdivision Agreement that Blocks 177 to 183 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 the 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 restriction under Section 118 and 119 of the *Land Titles Act*, satisfactory to the Town.
44. Prior to final approval of the Plan either;
 - 1) Draft plan(s) in the form approved by the Town (or OMB) shall be registered and adequate road access to Bayview Avenue and to Elgin Mills Road East or 19th Avenue adjacent to the Plan (to the north and south) shall have been provided, together with all required above and below ground municipal services to the satisfaction of the Town or;
 - 2) The lands to form the public highway adjacent to the plan (to the north and south) shall have been conveyed to the Town including lands for stormwater management facilities without cost and free of encumbrances, and arrangements satisfactory to the Town shall be in place for the construction of the public highway thereon, together with all required above and below ground municipal services including stormwater management facilities.

Heritage and Urban Design Section

45. Prior to final approval, the Owner shall submit an Architectural Design Control Guideline document for review and approval in accordance with the Town's Terms of Reference for Architectural Control Guidelines to the satisfaction of the Manager of Heritage and Urban Design.

Policy Planning Section – Parks Planning and Natural Heritage Section

46. The Owner shall convey the Block 185 with a minimum area of 0.438 ha to the Town free and clear of all encumbrances and/or encroachments, for park and recreational purposes.
47. The Owner shall agree in the Subdivision Agreement to convey to the Town free and clear of all encumbrances and/or encroachments Blocks 186 and 189 for

environmental protection purposes, Blocks 187 and 188 for walkway block purposes and Block 191 for stormwater management purposes.

48. Prior to registration of any phase of the plan, the Owner shall enter into a Master Parks Agreement with the Town and obtain, and provide to the Town, a clearance letter from the Trustee for the North Leslie West Landowners Group, confirming adherence to the North Leslie West Master Parks Agreement.
49. The Owner shall convey to the Town Park Blocks 185 on the Draft Plan in partial fulfillment of parkland dedication requirements. The Owner shall agree in the subdivision agreement that the remaining parkland dedication obligations associated with this plan of subdivision will be fulfilled through future parkland conveyances within the North Leslie West Planning District as described in the North Leslie West Master Parks Agreement.
50. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Phase 1 ESA prepared by Soil Engineers Ltd. dated October 11, 2012 including the undertaking of a Phase II ESA. The Owner shall also agree to implement the recommendations of the Phase II ESA and pay for all costs associated with 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.
51. The Owner shall not undertake any of the following without specific permission from the Town:
 - a. Construction of permanent or temporary stormwater management facilities in or on any park or open space blocks within the draft plan;
 - b. Storage of construction related debris or materials in or on any park or open space blocks within the draft plan;
 - c. Installation of subdivision services within the park block other than those required to service the park itself; nor,
 - d. Construction of temporary or permanent emergency/construction access routes through any park or open space lands other than those required to build the park itself.
52. 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.
53. 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 the 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.
54. The Owner shall agree in the Subdivision Agreement to remove all hazardous trees from within the plan area in a timely manner.
55. Prior to registration of the plan, the Owner shall submit an Environmental Impact Statement (EIS) to the satisfaction of the Town. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the EIS 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. In the event that construction of the subdivision does not commence within 3 years of draft plan approval, the Owner agrees to submit an update to the EIS and to implement the recommendations of such update as approved by the Town.
56. 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. Planting, restoration and enhancement of all disturbed areas within the Open Space, Natural Heritage System, and Protected Countryside (Blocks 186 and 189);
 - d. Landscaping within Block 191;
 - e. Pedestrian/trail linkages and associated landscaping through Blocks 187 and 188 (from Street '2' to Street '7');
 - f. Entrance features
 - g. Any landscaping indicated in the applicants IGMS/Sustainability Metrics proposal: satisfying municipal tree planting standards, tree planting to mitigate lost canopy and ecological gain above and beyond municipal natural heritage requirements;
 - h. Tree cover replacement; and
 - i. 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.

57. 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.
58. The applicant shall agree in the Subdivision Agreement that topsoil remediation and other design measures to achieve the feature-based water balance are implemented. Further, the Owner shall confirm that such is the case by submitting reports and soil tests as requested by the Town. If the reports and soil

tests do not meet the design specifications to achieve the feature-based water balance, reports must recommend how the topsoil and designs should be amended to meet such requirements, and implement these requirements.

59. Prior to any grading, stripping or pre-servicing of the lands, the Owner shall prepare and submit for approval by the Town, grading, servicing and utility coordination plans, which provide for:
- a. Consistency with the recommendations of the approved Tree Inventory and Preservation Plan;
 - b. Grading within Park Block 185 to generally result in between two (2%) percent and five (5%) percent grade differential across the entire block;
 - c. Servicing of Park Block 185 in accordance with Town standards including 50 mm water service to the property line (with curb stop/valve box at street line), electrical connection to the property line, a storm sewer manhole within 1 metre of the property line;
 - d. Engineered fill and all backfill material used to grade Park Block 185 shall be compacted to the Town's standards, and shall be selected material from excavation or other sources for the use intended, unfrozen and free of rocks larger than 75 mm, cinders, ashes, sods, refuse or other deleterious materials;
 - e. Finished elevations of Park Block 185 that include 20 cm topsoil depth and meet and match the proposed finished grade at all property lines for all abutting land uses;
 - f. Adequate space within the boulevard for planting street trees consistent with Town standards;
 - g. Permanent chain link fencing consistent with Town standards, where parkland, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands; and,
 - h. Temporary post and wire fencing along the perimeter of Park Block 185 where it abuts road allowances or other potential access points, to prohibit access to such lands until such time as parkland improvements proceed.

The Owner shall agree in the Subdivision Agreement to implement the grading and servicing 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.

60. Following completion of the grading and servicing works referred to in the condition above (and prior to application of the topsoil), the Owner shall provide the Town with post-grading geotechnical soil tests, and a topographic survey that meets Town requirements, confirming that the grading and servicing of Park Block 185 are consistent with approved plans.
61. The Owner shall agree in the Subdivision Agreement to provide topsoil on Park Block 185 to Town standards. Prior to application of the topsoil to Park Block 185 the Owner will provide the Town with the results of a topsoil fertility analysis confirming that the topsoil to be applied to the park meets Town standards.

Following application of the topsoil to the Park Block the Owner will provide the Town with a finished grade topographical survey consistent with Town requirements.

62. The Owner shall agree in the Subdivision Agreement to sod/seed Park Block 185 if requested to do so by the Town.
63. The Owner shall agree in the Subdivision Agreement to install a sign on Park Block 185 notifying residents of the future park planned for the site and indicating that no dumping is permitted on the future park lands.
64. The Owner shall agree in the Subdivision Agreement to provide securities for all required works in the park including grading, servicing, topsoil, sodding/seeding, fencing, signage etc. The Owner understands that the Town will draw on the securities to undertake required works if the Owner fails to proceed with the park works at a reasonable speed.
65. The Owner shall agree in the Subdivision Agreement to maintain Blocks 185, 186, 187, 188, 189 and 191 in a manner and condition acceptable to the Town until such time as the above and below ground services associated with the subdivision are assumed by the Town or such earlier time as advised in writing by the Town. The Owner shall indemnify and save the municipality harmless with respect to any occurrence on or related to Blocks 185, 186, 187, 188, 189 and 191 until such time as the above and below ground services associated with the subdivision are assumed.
66. 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 and protected countryside blocks, stormwater management blocks, or park blocks;
 - b. that Park Block 185 will be developed into an active park and uses may include sports facilities, courts, play equipment, and other facilities that will attract a range park users, sports groups and spectators. Purchasers are advised that properties in the vicinity of the park may be affected by increased traffic and parking on the streets, and ambient noise and lighting from park use.
 - c. that Block 191 will be used for stormwater detention purposes and may have a pond which retains 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 191, by the purchasers, their family, friends or invitees;
 - d. 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 with

minimal maintenance. 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;

- e. that Blocks 185, 186, 187, 188, 189 and 191 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 Corporate Services Department

- 67. 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.
- 68. York Region shall confirm that adequate water supply and sewage 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.
- 69. 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.
- 70. 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.
- 71. Prior to final approval, the Owner shall satisfy York Region with respect to improvements to 19th Avenue, between the intersections of Bayview Avenue and Leslie Avenue, to its ultimate full urban cross section, per the approved Environmental Assessment and subject to DC credits in accordance with Regional policy.
- 72. Prior to final approval, the Owner shall agree to provide the following, in regards to the 19th Avenue improvement, to the satisfaction of York Region:
 - a. Engineering drawings to 60% detail,
 - b. Detailed financial cost sharing arrangements of the construction cost to improve 19th Avenue, and
 - c. The timeline for the completion of the 19th Avenue improvement works.
- 73. Prior to final approval, the Owner shall provide a comprehensive Transportation Impact Study (TIS) to address the comments provided in Section A.2. of the Region's Memo dated December 15, 2016, to the satisfaction of the Region.