

Ontario Land Tribunal

Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: September 28, 2022 **CASE NO(S):** OLT-22-002889

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O 1990, c. P. 13, as amended

Applicant and Appellant: Rice Commercial Group Developments Limited
Subject: Application to amend Zoning By-law No. 97-50 – Refusal or neglect to the Town of East Gwillimbury to make a decision
Purpose: To permit the development of 15 2-storey single detached dwellings and 16 2-storey townhouse dwellings on 4 subdivision blocks. A pumping station will also be built.
Property Address 19572 Centre Street
Municipality: Town of East Gwillimbury
Municipality File No: ZBA-17-03
OLT Case No.: OLT-22-002889
Legacy Case No.: PL180367
OLT Lead Case No.: OLT-22-002889
Legacy Lead Case No.: PL180367
OLT Case Name: Rice Commercial Group Developments Limited v. East Gwillimbury (Town)

PROCEEDING COMMENCED UNDER subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant: Rice Commercial Group Developments Limited
Subject: Proposed Plan of Subdivision – Failure of the Town of East Gwillimbury to make a decision
Purpose: To permit the development of 15 2-storey single detached dwellings and 16 2-storey townhouse dwellings on 4 subdivision blocks. A pumping station will also be built.
Property Address: 19572 Centre Street
Municipality: Town of East Gwillimbury
Municipality File No: 19T-17003
OLT Case No.: OLT-22-002890
Legacy Case No.: PL180526
OLT Lead Case No.: OLT-22-002889
Legacy Lead Case No.: PL180367

BEFORE:

S. COOKE
VICE-CHAIR

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)

Wednesday, the 28th day
of September, 2022

THESE MATTERS having come on for a public hearing on April 27, 2022 and the Ontario Land Tribunal (the “Tribunal”) having determined that the appeals under subsections 34(11) and 51(34) of the *Planning Act* bearing case numbers OLT-22-002889 and OLT-22-002890 should be allowed, in part, and that the proposed Zoning By-law Amendment and Draft Plan of Subdivision are in a final form and content satisfactory to the Town of East Gwillimbury and should be approved.

THE TRIBUNAL ORDERS that the Zoning By-law Amendment is allowed, in part, and that Zoning By-law 2018-043 of the Town of East Gwillimbury, as amended, is hereby amended in the manner set out in Attachment “1” to this Order. The Tribunal authorizes the municipal clerk to format, as may be necessary, and assign a number to this by-law for record keeping purposes.

THE TRIBUNAL ORDERS that the Draft Plan of Subdivision is approved in the manner set out in Attachment “2” to this Order, subject to the Conditions of Draft Plan Approval contained set out in Attachment “3”.

THE TRIBUNAL ORDERS that the authority to give final approval for the Plan of Subdivision is returned to the Town of East Gwillimbury pursuant to s. 51(56.1) of the *Act*.

“Euken Lui”

EUKEN LUI
ACTING REGISTRAR

Ontario Land Tribunal

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal.

ATTACHMENT 1

THE CORPORATION OF THE TOWN OF EAST Gwillimbury BY-LAW NO. 2022-XXX

**Being a By-law to Amend By-law No. 2018-043, as amended,
[19658 Centre Street, Part of Lots 14 and 15, Concession 8 West, Geographic
Township of East Gwillimbury, Regional Municipality of York]
(Rice Commercial Group Development
Limited) [File: ZBA.17.06]**

WHEREAS on June 28, 2010, the Council of the Corporation of the Town of East Gwillimbury enacted By-law 2010-084 to adopt the Official Plan for the Town of East Gwillimbury; and

WHEREAS under Section 34(1) of the Planning Act, R.S.O. 1990, as amended, zoning by-laws may be passed to prohibit and regulate the use of land, buildings and structures; and

WHEREAS an Ontario Land Tribunal Hearing was held on **DATE, YEAR** to consider the proposed Zoning By-law amendment described herein;

The Ontario Land Tribunal hereby approves as follows:

1. THAT Map 6 of Schedule "A" to Zoning By-law No. 2018-043, as amended, is hereby further amended as follows:
 - a. Part of Lots 14 and 15, Concession 8 West, Geographic Township of East Gwillimbury, Regional Municipality of York, more particularly shown in the heavy hatching on Schedule "A" attached hereto is changed from "**RURAL (RU)**" to "**OPEN SPACE ONE (OS1)**",
 - b. Part of Lots 14 and 15, Concession 8 West, Geographic Township of East Gwillimbury, Regional Municipality of York, more particularly shown in the hatching on Schedule "A" attached hereto is changed from "**RURAL (RU)**" to "**RESIDENTIAL TWO SUB-ZONE TWO HOLDING ONE (R2-2(H1))**", and
 - c. Part of Lots 14 and 15, Concession 8 West, Geographic Township of East Gwillimbury, Regional Municipality of York, more particularly shown in the cross hatching on Schedule "A" attached hereto is changed from "**RURAL (RU)**" to "**RESIDENTIAL FOUR ZONE HOLDING ONE (R4(H1))**"
2. THAT in all other respects the provisions of By-law 2018-043, as amended, shall continue to apply.
3. THAT Schedule "A" attached hereto is hereby declared to form part of this By-law.

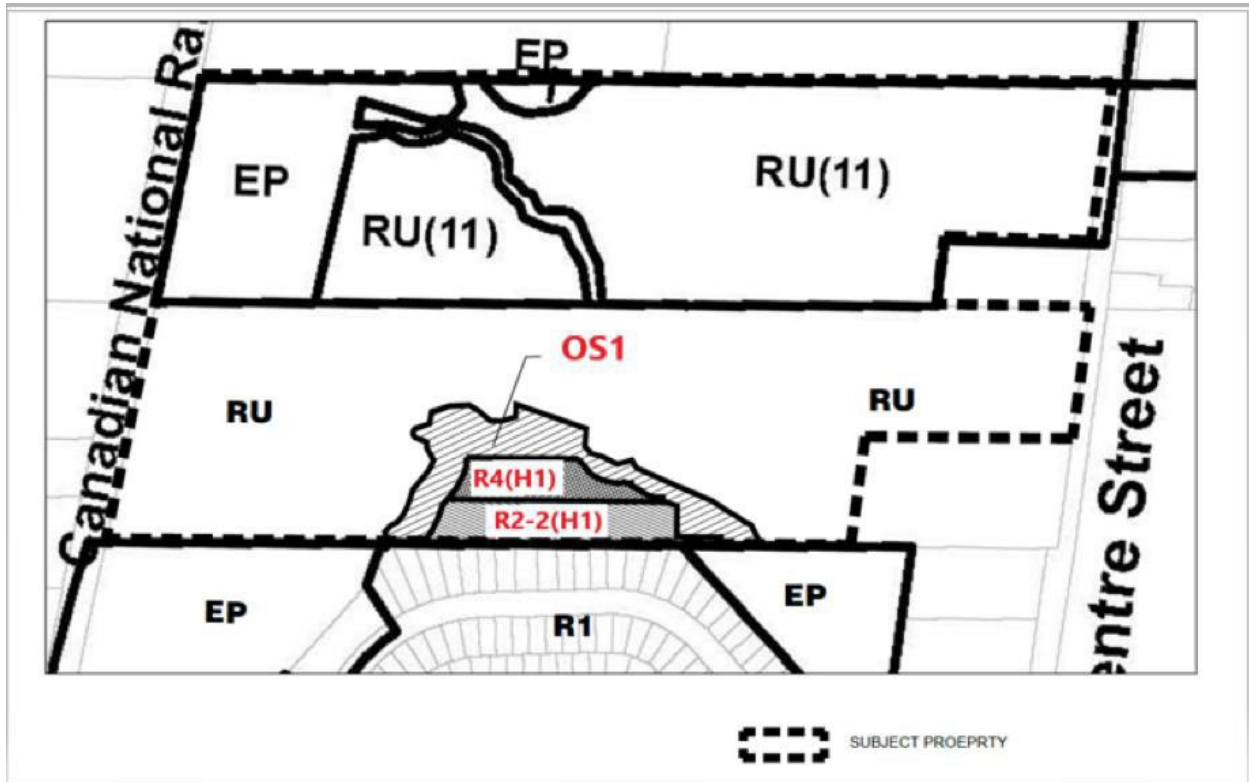
ENACTED and PASSED this X day of MONTH, YEAR.

Virginia Hackson, Mayor

Tara Lajevardi, Municipal Clerk

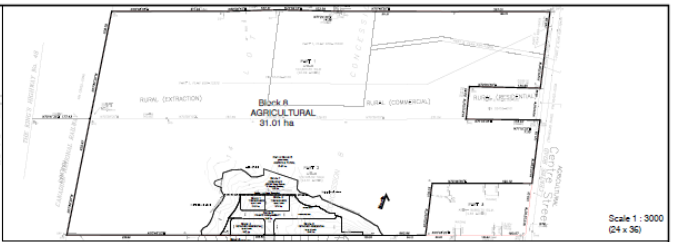
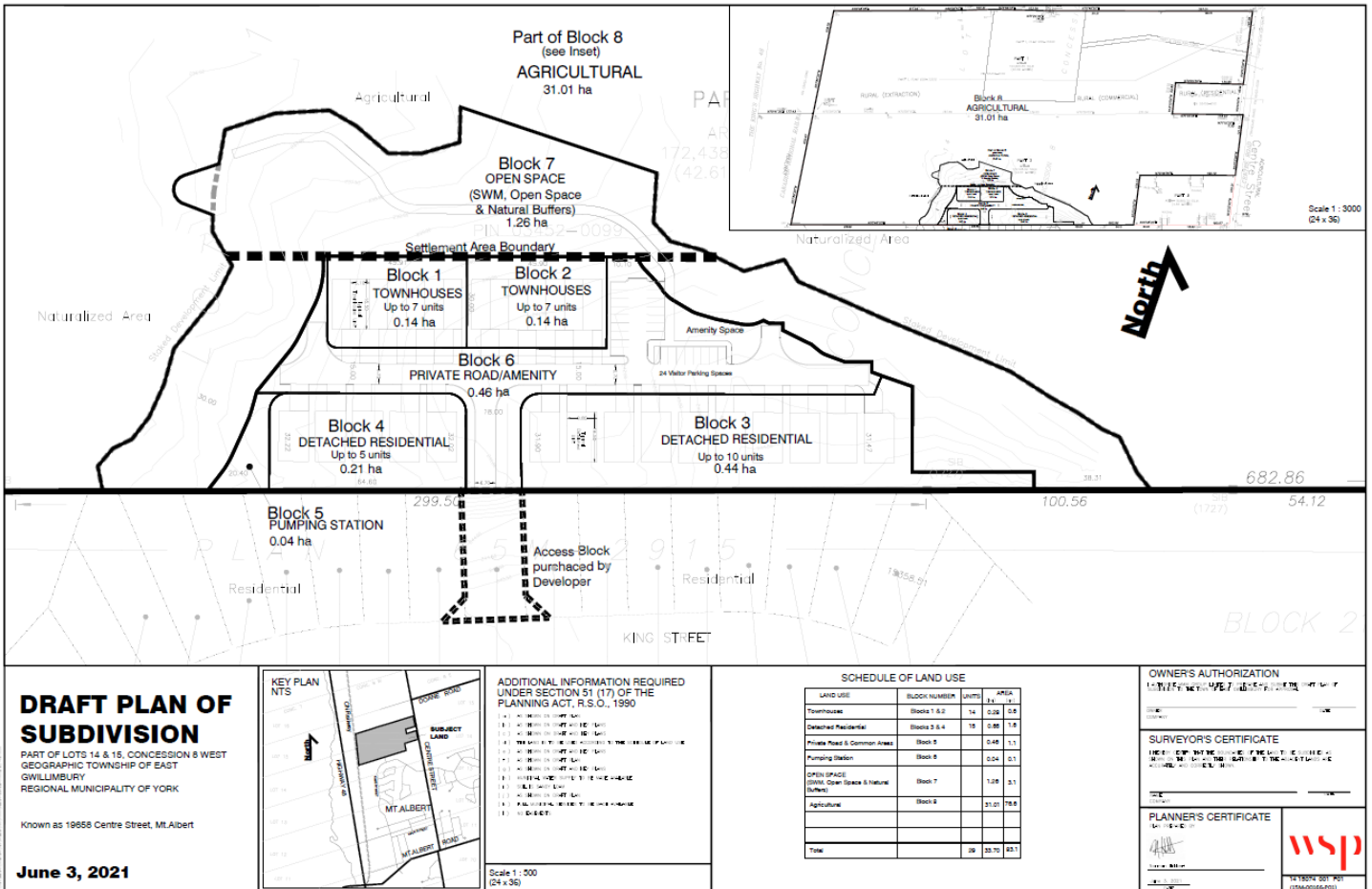
SCHEDULE "A" TO BY-LAW NO. 2021-XXX

[19658 Centre Street, Part of Lots 14 and 15, Concession 8 West, Geographic Township of East Gwillimbury, Regional Municipality of York]

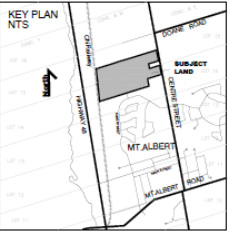


ENACTED AND APPROVED BY THE ONTARIO LAND TRIBUNAL ON THE ___ DAY OF _____, 2022.

ATTACHMENT 2



DRAFT PLAN OF SUBDIVISION
 PART OF LOTS 14 & 15, CONCESSION 8 WEST
 GEOGRAPHIC TOWNSHIP OF EAST
 GWILLIMBURY
 REGIONAL MUNICIPALITY OF YORK
 Known as 19656 Centre Street, Mt. Albert
June 3, 2021



ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51 (17) OF THE PLANNING ACT, R.S.O., 1990

1. A plan of the subject land.
2. A plan of the proposed subdivision.
3. A plan of the proposed subdivision showing the proposed lots.
4. A plan of the proposed subdivision showing the proposed roads.
5. A plan of the proposed subdivision showing the proposed utilities.
6. A plan of the proposed subdivision showing the proposed landscaping.
7. A plan of the proposed subdivision showing the proposed drainage.
8. A plan of the proposed subdivision showing the proposed parking.
9. A plan of the proposed subdivision showing the proposed amenities.
10. A plan of the proposed subdivision showing the proposed security.

Scale 1 : 500 (24 x 36)

SCHEDULE OF LAND USE

LAND USE	BLOCK NUMBER	UNITS	AREA
Townhouses	Blocks 1 & 2	14	0.28
Detached Residential	Blocks 3 & 4	18	0.68
Private Road & Common Areas	Block 6	0	0.46
Pumping Station	Block 5	0	0.04
Open Space (SWM, Open Space & Natural Buffers)	Block 7	1	1.26
Agriculture	Block 8	0	31.01
Total		32	33.73

OWNER'S AUTHORIZATION
 I hereby authorize the preparation of this plan of subdivision for the purpose of the proposed subdivision of the land described in the Schedule of Land Use attached hereto.

SURVEYOR'S CERTIFICATE
 I hereby certify that this plan of subdivision is a true and correct copy of the original plan of subdivision as filed in the office of the Registrar of Land Titles for the Province of Ontario.

PLANNERS CERTIFICATE
 I hereby certify that this plan of subdivision is a true and correct copy of the original plan of subdivision as filed in the office of the Registrar of Land Titles for the Province of Ontario.

wsp
 15 SP76 300 P01 (12/16-03/2018)

ATTACHMENT 3

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF SUBDIVISION FILE 19T-17003 ('THE PLAN')
RICE COMMERCIAL GROUP DEVELOPMENT LIMITED ("THE OWNER")
19658 CENTRE STREET (WEST OF CENTRE ST, NORTH OF KING ST)
THE CONDITIONS OF THE COUNCIL OF THE TOWN OF EAST GWILLIMBURY
("TOWN") THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR
REGISTRATION OF THE PLAN ARE AS FOLLOWS:**

TOWN OF EAST GWILIMBURY

Development Services: Planning Branch

1. The Plan shall relate to the Draft Plan of Subdivision, prepared by WSP, dated June 3, 2021.
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 registration of the Plan, the Owner shall enter and execute agreement(s) with the Town, including but not limited to a Development Agreement to satisfy all conditions, financial or otherwise of the Town. The said Agreement shall be registered against the lands to which it applies, at the sole expense of the Owner to the satisfaction of Development Services – Planning Branch.
4. The Owner shall agree in the Development Agreement that all future roads within The Plan shall be named to the satisfaction of the Town in consultation with the Region of York.
5. The Owner shall agree in the Development Agreement to enter into discussions with the adjacent landowners as part of a future Site Plan Application process to consider providing privacy fencing, screening, additional vegetations and any other privacy measures as required by the Town to the satisfaction of Development Services – Planning Branch.
6. Prior to the execution of the Development Agreement, the Owner shall complete the updated May 2018 Thinking Green Development Standards Checklist to the satisfaction of Development Services – Planning Branch.
7. The Owner agrees in the Development Agreement that upon completion of the Works required in the Thinking Green Development Standards, the Owner shall provide written confirmation from the qualified professional that all works have been constructed to the satisfaction of Development Services – Planning Branch.

8. The Owner shall complete a heritage resource assessment (archaeological survey) of the subject property and, if recommended, mitigate/salvage/excavate any significant resources to the satisfaction of the Ministry of Tourism, Culture and Sport. No grading or other soil disturbance shall take place on the Draft Plan prior to the letter of release from the Regulatory Operations Unit of the Ministry of Tourism, Culture and Sport, being submitted to the Town.

Development Services: Building Branch

9. The Owner agrees in the Development Agreement that no Building Permit(s) will be applied for or issued until the Town is satisfied that adequate road access, water supply, sanitary sewers, and storm drainage facilities are available to service the Development.

Legal & Council Support Services (LCSS)

10. The Owner agrees in the Development Agreement to consent to registration of the Development Agreement and any ancillary agreements and schedules as necessary upon title to the lands. The Owner further agrees to pay all Legal Costs for the preparation and registration of the Development Agreement, as well as all other costs incurred by the Town of a result of the registration of any other documents pertaining to this Agreement.
11. Prior to registration of the Development Agreement, the Owner agrees to provide a Solicitor's Certificate of Title in a form satisfactory to the Town Solicitor, at no cost to the Town with respect to all lands to be conveyed to the Town.
12. The Owner agrees in the Development Agreement to purchase Blocks 201, 213, and 214 on Plan 65M-2915 from the Town at its appraised value of \$450,000 and to cover all costs of the appraisal and transfer of these lands to the satisfaction of Legal & Council Support Services.

Community Infrastructure & Environment Services (CIES) - Development Engineering Branch:

13. The Owner agrees in the Development Agreement that construction access shall be provided only in a location approved by the Town and the Region. Prior to site grading or construction, arrangements shall be made satisfactory to the Town and the Region for construction access to minimize the impact of construction traffic within the surrounding community.
14. The Owner shall agree in the Development Agreement that all lots or blocks to be left vacant for longer than six (6) months shall be graded, seeded, fenced, maintained and signed to prohibit dumping and trespassing.

15. The Owner agrees in the Development Agreement to pay its proportionate share of the cost of any external municipal services, temporary and/or permanent built of proposed, that have been designed and oversized by others to accommodate the development of the Plan to the satisfaction of the Town's CIES.
16. Prior to the preparation of the Development Agreement, the Owner agrees to further review all engineering matters including but not limited to Functional Servicing Report, Hydro-geotechnical Water, Wastewater, Stormwater Management Report, and other technical engineering studies) to the satisfaction of the Town's CIES.
17. Prior to the Town's issuance of a Topsoil Stripping and Earthworks Permit (if required), the Owner shall submit a Lot Grading and Erosion Control Plan for any grading within the Draft Plan of Subdivision for approval by the Town and Lake Simcoe Region Conservation Authority. The Lot Grading and Erosion Control Plan shall include proposed methods for:
 - a) erosion and sediment control prior to and during construction including the extent of grading/filling, the access location and erosion control detail, the location of spoil pile storage and the location and nature of sediment control works;
 - b) progressive stripping and grading to ensure minimum duration of exposed soil areas to the extent practical; and
 - c) Certificate of Decommissioning for any well(s) and septic systems.
18. Prior to registration, the Owner shall obtain a Record of Site Condition (under O. Reg. 153/04 as amended O. Reg. 312/17) undertaken by a qualified person registered to ensure that the land is suitable for the proposed use. If in the opinion of the qualified person, the Record of Site Condition indicates the land may not be suitable for the proposed uses, the qualified person shall so advise the Town and the Ministry of the Environment, Conservation and Parks. Furthermore, the Owner undertakes to do further investigative studies and to do all work required to make the lands suitable for the proposed use to the satisfaction of the Town's CIES.
19. The Owner agrees in the Development Agreement to grant, convey and dedicate the following at no cost and free of all encumbrances to the Town and other appropriate authority to the satisfaction of CIES, York Region, or other authority:
 - a) all lands required for municipal purposes shall be conveyed as may be required; and,
 - b) all easements required for municipal purposes shall be granted as may be required.

20. Prior to registration, the Owner shall submit a capacity study of the Town's water distribution system to the lands in order to determine that the proposed development can be adequately serviced to the satisfaction of the Town's CIES.
21. Prior to registration, the Owner shall submit a detailed sanitary sewer capacity study including review of existing sewer conditions in order to determine that the proposed development can be adequately serviced to the satisfaction of the Town's CIES. Furthermore, the Owner shall agree to upgrade or remediate any sewers that the study reports require remediation or upgrading.
22. Prior to the execution of the Development Agreement, before a private sanitary pumping station is considered, the Owner shall obtain confirmation from the Town's CIES on the feasibility of an entirely gravity based sanitary system or a low pressured sewage ejection system.

**Community Parks, Recreation and Culture (CPRC):
Parks Development & Operations Branch**

23. The Owner agrees in the Development Agreement to perform topsoil testing in accordance with Town standards by an approved agency to determine nutrient availability for all topsoil sources to be utilized within the Draft Plan. The Owner shall further agree to implement fertilizers and soil amendments in accordance with topsoil test recommendations, to the satisfaction of CPRC.
24. The Owner covenants and agrees to provide, carry out or comply with the following, all to the satisfaction of the Town:
 - (a) to undertake, and submit to the Town for approval, an Open Space and Trails Plan, prepared by a qualified professional, including the open space/environmental and buffer blocks, which shall include and make recommendations for the detailed design of the public walkway trail system development and the community/open space linkages, and related facilities, and the re-naturalization of the buffer lands. This plan shall be reviewed and approved by the Town, in consultation with the Lake Simcoe Region Conservation Authority, as necessary, prior to the issuance of building permits;
 - (b) to develop and construct at the Owners expense a trail system through the Open Space Block, providing connections to King Street and Centre Street.
 - (c) to commit to the timing for construction and completion of the facilities referred to above as required by the Town prior to the issuance of building permits.
25. The Owner shall undertake and submit to the Town for approval a Tree Preservation Plan, Tree Inventory and Preservation Study/Arborist Report; a Vegetation Protection, Enhancement and Restoration Plan; and where necessary, a Tree Compensation Plan. The Owner shall undertake whatever works may be

required as indicated in the approved plans. Prior to any construction or earthworks, the Owner shall undertake Tree/Vegetation Inventory and Preservation Plan, is to include the following information:

- (a) the location of proposed building envelopes;
- (b) the existing and proposed grading information for the site;
- (c) the location of proposed sediment controls for the site;
- (d) the location of underground and aboveground services;
- (e) the location of proposed fencing;
- (f) the OLS surveyed positions of existing trees and their individual geodetic elevation;
- (g) those trees identified to be left undisturbed;
- (h) those trees identified to be removed; and
- (i) tree preservation measures and related details.

26. The Owner shall:

- (a) Not remove trees without the written approval of the Town;
- (b) Undertake, prior to the issuance of building permits for lots or blocks affected, tree protection and preservation measures in accordance with the approved Tree Preservation Plan; and
- (c) Remove all diseased and dead trees in accordance with the Tree Preservation Plan.
- (d) to undertake every precaution necessary to prevent damage to existing trees and vegetated areas and to preserve any existing trees on the Lands;
- (e) that if any trees are removed, destroyed or damaged without the authorization of the Town, the Owner shall:
 - i. replace such tree(s) with similar tree(s) satisfactory to the Parks Manager in accordance with good horticultural practices within an area of the municipality satisfactory to the Parks Manager (including, if required, on the specific lands from which the tree was removed, damaged or destroyed), or
 - ii. pay to the Town an amount of money equal to the value of such tree(s) as set out in the most recent Guide for Plant Appraisal as published by the Council of Tree and Landscape Appraisers and as approved by the Parks Manager;
- (f) to provide sufficient Security to the Town, to ensure compliance with the tree preservation requirements for this Agreement, which may be drawn upon if, in the opinion of the Parks Manager, the Owner has not strictly complied with the requirements of this Section, in order to pay the costs for completion of such requirement and return of security balance on completion of works.

27. The Owner agrees to retain a Landscape Architect to prepare and administer detailed landscape plans for trails, open space blocks, storm water management

facilities, fencing, retaining walls and other urban design and landscaping features, in accordance with the Town's Standards and Specifications, design criteria, design standards, specifications and procedures which landscape plans shall be reviewed and approved by the Parks Manager, in consultation with LSRCA, as necessary, prior to registration of the Subdivision Plan or any phase thereof.

28. The Owner agrees to erect a continuous fence, or other suitable delineating feature, to the standards, type and specifications satisfactory to the Town and/or the Town's approved Parkland Design Standards Manual, along the property lines of all lots and blocks adjacent to parks, stormwater management features, public open space and other locations identified by the Town, and to a Restrictive Covenant running with the lands which prohibits the installation and use of any gate or means of access from such lots and blocks to the adjacent public lands.
29. The Owner agrees in the Development Agreement that the Draft Plan of Subdivision, prepared by WSP and dated June 3, 2021, will be used in calculating Cash in lieu of Parkland, to the satisfaction of CPRC. An appraisal of the land is to be carried out at the direction of the Town, at the Owners cost, to determine the required Cash in lieu of Parkland.
30. The Owner agrees that lands which comprise the following shall not constitute land that is dedicated for park or other public recreational purposes under the Planning Act: and shall not be eligible for any compensation, credit or reimbursement or in satisfaction of the Town's parkland dedication requirements, unless otherwise agreed to by the Town:
 - (a) a significant wildlife habitat, wetland, woodland, ravine, valley or area of natural and scientific interest;
 - (b) a significant corridor or shoreline of a lake, river or stream;
 - (c) a significant natural corridor, feature or area or a utility or railway corridor; or
 - (d) the Storm Water Management System.
31. The Owner agrees in the Development Agreement that any over-dedication of lands for park purposes or cash-in-lieu or combination thereof made with respect to the Draft Plan shall not be subject to credit, reimbursement or compensation to the Owner and the Owner hereby expressly waives and disclaims any entitlement to credit, reimbursement or compensation unless otherwise expressly provided for.
32. Prior to the execution of the Development Agreement, the Owner shall confirm the ownership and maintenance of the Open Space Block (Block 7) on the Draft Plan to the satisfaction of CPRC.

**Emergency & Community Safety Services (ECSS):
Emergency Services Department**

33. The Owner agrees in the Development Agreement that prior to any building construction, a minimum of temporary street signage must be in place to assist emergency responses.

Schedule of Pre-Conditions
19T-17003
Regional Final No.: SUBP.17.E.0050
19472 Centre Street
Part of Lot 14, Concession 8
(Rice Commercial Group Development Limited)
Town of East Gwillimbury

Re: WSP, dated June 8, 2021

1. Prior to or concurrent with draft plan approval, the owner shall enter into an agreement with the Town of East Gwillimbury, which agreement shall be registered on title, committing the owner to:
 - A. Not enter into any agreements of purchase and sale with end users (*) for the subject lands until such time as:
 - a. i. The Council of the Town of East Gwillimbury has allocated, within the limit of the Regional capacity assignment, adequate available water and wastewater servicing capacities to the subject development; and,
 - ii. York Region has advised in writing that it is no earlier than twelve (12) months prior to the expected completion of all water and wastewater infrastructure required to support the Region's capacity assignment pertaining to the Town of East Gwillimbury allocation used for the subject development;or
 - b. The Town of East Gwillimbury approves a transfer of servicing allocation to this development that is not dependent upon the construction of infrastructure;
or
- c. The Regional Commissioner of Environmental Services and the Town of East Gwillimbury confirm servicing capacity for this development by a suitable alternative method and the Town of East Gwillimbury allocates the capacity to this development.

AND

- B. Not enter into any agreements of purchase and sale with non end users for the subject lands unless the agreement of purchase and sale contains a condition that requires the purchaser and any subsequent purchasers to enter into a separate agreement with the Town of East Gwillimbury. This agreement shall be registered on title, committing the owner to the same terms as set out in item A above.

2. Prior to draft plan approval for any residential units, the owner shall enter into an indemnity agreement with York Region, which agreement shall be registered on title, agreeing to save harmless York Region from any claim or action as a result of York Region releasing conditions and pre-conditions of draft approval as part of the draft approval of this Plan of Subdivision, or any phase thereof, including, but not limited to claims or actions resulting from, water or sanitary sewer service not being available when anticipated. The agreement shall include a provision that requires all subsequent purchasers of the subject lands, to enter into a separate agreement with York Region as a condition of the agreement of purchase and sale, agreeing to indemnify York Region on the same terms and conditions as the owner.

(*) the term 'end users', for the purpose of the above-noted pre-conditions, is defined as the eventual homeowner who is purchasing a dwelling for the purpose of occupancy.

Schedule of Clauses/Conditions
19T-17003
Regional Final No.: SUBP.17.E.0050
19472 Centre Street
Part of Lot 14, Concession 8
(Rice Commercial Group Development Limited)
Town of East Gwillimbury

Re: WSP, dated June 8, 2021

Clauses to be Included in the Subdivision Agreement

1. The Owner shall save harmless the Town of East Gwillimbury and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

Conditions to be Satisfied Prior to Final Approval

2. The road allowance included within the draft plan of subdivision shall be named to the satisfaction of the Town of East Gwillimbury and York Region.
3. The Owner shall enter into an agreement with the Region and any other appropriate parties, including the Town and participating land Owners, in relation to the funding and implementation of upgrade works identified in the Mount Albert WRRF Optimization Study and Water Supply Conceptual Design Study, and will have paid to the Region its fair share of the costs of the recommended upgrade(s).
4. The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the Town of East Gwillimbury :
 - a copy of the Council resolution confirming that the Town of East Gwillimbury has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof.
 - a copy of an email confirmation by a Town of East Gwillimbury staff member stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
5. The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services branch and the Infrastructure Asset Management branch for record.

6. A Holding (H) provisions shall be used in conjunction with all residential zone categories in order to ensure that final plan approval and development of these lands does not occur until such time as the Holding (H) symbol is removed.
7. The Owner shall contact Active and Sustainable Transportation to discuss Travel Demand Management options for the proposed development.
8. The Owner shall provide a copy of the executed Subdivision Agreement and the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
9. For any applications (Site Plan or Zoning By-law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.
10. The Regional Corporate Services Department shall advise that Conditions 1 to 9 inclusive, have been satisfied.



MEMORANDUM- TECHNICAL COMMENTS

**RE: Draft Plan of Subdivision - 19T-17003
 Related Zoning By-law Amendment - ZBA.17.06
 Regional Final No.: SUBP.17.E.0050 & ZBA.17.E.0034
 19472 Centre Street
 Part of Lot 14, Concession 8
 (Rice Commercial Group Development Limited)
 Town of East Gwillimbury**

Active Transportation

The Owner is advised that in order to satisfy the Transportation Demand Management condition, that the Owner shall contact the Region's Sustainable Mobility Group to discuss Travel Demand Management options for the proposed development prior to final approval to satisfy clearance conditions, which will involve the coordination of distribution of transit incentives and sustainable transportation information. They can be reached at Darryl.young@york.ca 1-877-464-9675 x75829.

Water Resources

Water Resources does not have any objections/concerns subject to the following comments with the Draft Plan of Subdivision application as it relates to Source Water Protection Policy. Should the proposal change and/or the application be amended, Water Resources will require recirculation for comment and/or approval.

Recharge Management Area

Please note the property is partially located within a Significant Groundwater Recharge Area and entirely within the WHPA-Q (Recharge Management Area). As such the SGBLS Source Protection Plan water quantity recharge maintenance policy will apply. The proponent will be required to maintain recharge as demonstrated through a hydrogeological study that shows the existing (i.e. pre proposed development) water balance can be maintained in the future (i.e. post proposed development). The contact person for the scoping and review of the water balance is Shelly Cuddy at LSRCA.

Low Impact Development (LID)

The owner is to be advised that Low Impact Development (LID) measures are encouraged to be applied to the site. As per York Region Official Plan policy 2.3.37, developments should maximize infiltration through integrated treatment approach techniques to minimize stormwater volume and contaminant loads. This should include, but not be limited to, techniques such as rainwater harvesting, phosphorus reduction, constructed wetlands,

bioretention swales, green roofs, permeable surfaces, clean water collection systems, and the preservation and enhancement of native vegetation cover. The use of the following resource is encouraged: Low Impact Development Stormwater Management Planning and Design Guide and is available using the following link: <http://www.creditvalleyca.ca/low-impact-development/low-impact-development-support/stormwater-management-lid-guidance-documents/low-impact-development-stormwater-management-planning-and-design-guide/>

Salt Management

As the site is within a vulnerable area, Water Resources recommends the use of a contractor who is certified by Smart About Salt, and use of best management practices identified in the TAC Synthesis of Best Management Practices for Salt and Snow are followed: <http://tac-atc.ca/en/bookstore-and-resources/free-resources-and-tools/syntheses-practice>



LSRCA CONDITIONS OF DRAFT PLAN APPROVAL

May 27, 2021 (updated February 24, 2022)

19572 Centre Street (Mount Albert), East Gwillimbury, Region of York
19T-17003

LSRCA File PSDC674

-
- C-1 That this approval is applicable to the Draft Plan of Subdivision prepared by WSP., (June 3, 2021) and may be subject to redline revisions based on the detailed technical plans and studies.
- C-2 That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and Municipality:
- a) A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan;
 - b) A detailed erosion and sediment control plan;
 - c) A detailed grading and drainage plan;
 - d) A detailed water balance and phosphorus budget in concert with 4.8-DP of the Lake Simcoe Protection Plan and 6.40-DP of the Lake Simcoe Protection Plan if applicable;
 - e) A Detailed Geotechnical Report for the proposed Stormwater Pond;
 - f) A Detailed Low Impact Development (LID) Evaluation demonstrating the means to maximize the use of LID measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2014);
 - g) An Ecological Offsetting Strategy
- C-3 That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the South Georgian Bay Lake Simcoe Source Protection Plan:
- a) Detailed Hydrogeological Report / Water Balance
 - b) Compensatory Measures if required
- C-4 That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy:
- a) Phosphorus budget
 - b) Compensatory measures if required
- C-5 Prior to final plan approval, the owner shall provide confirmation from the Ministry of Natural Resources and Forestry (MNRF) that the portion of PSW unit neM11 no longer exists in the area of the proposed SWM pond footprint as shown on the draft

plan

- C-6 The owner shall agree in the subdivision agreement that no site clearing, filling or grading can occur in the vicinity of the SWM pond without confirmation from the MNRF that the portion of PSW unit neM11 no longer exists in the area of the proposed SWM pond footprint
- C-7 The owner shall agree in the subdivision agreement that if confirmation from MNRF as described in conditions 5 is not forthcoming, the draft plan will be revised to remove the proposed SWM pond from the current identified boundary of PSW neM11 to be relocated to the satisfaction of the LSRCA and the Municipality.
- C-8 That prior to final plan approval or any major site alteration a restoration planting plan for the vegetation protection zone to natural heritage features shall be prepared to the satisfaction of the LSRCA.
- C-9 That the owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the Municipality.
- C-10 That the owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA and the Municipality.
- C-11 That the owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
- C-12 That the owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Municipality.
- C-13 That prior to final plan approval, the owner shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the *Conservation Authorities Act*.
- C-14 That the owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
- C-15 That prior to final plan approval, the owner shall obtain a permit from the LSRCA for any development within an area subject to Ontario Regulation 179/06 under the *Conservation Authorities Act*.
- C-16 That prior to final approval the provisions of the Endangered Species Act shall be addressed to the satisfaction of the Ministry of the Environment, Conservation and Parks.

- C-17 The Owner shall agree in the Subdivision Agreement to indemnify and save harmless the municipality and the LSRCA from all costs, losses, damages, judgements, claims, demands, suits, actions, or complaints resulting from any increased flooding or erosion to property and people as a result of the approved storm water management scheme. The Owner shall obtain and maintain in full force and effect during the term of this agreement general liability insurance with respect to the storm water management works and system.

Notes to Draft Approval

The LSRCA will require the following prior to the issuance of a clearance letter:

1. A copy of the executed subdivision agreement.
2. A copy of the draft M-Plan.
3. A letter from the developer's planning consultant detailing how each LSRCA condition of draft plan approval has been fulfilled to the satisfaction of the conservation authority.