

Local Planning Appeal Tribunal
Tribunal d'appel de l'aménagement
local



ISSUE DATE: April 24, 2018

CASE NO(S): PL160928

The Ontario Municipal Board (the “OMB”) is continued under the name Local Planning Appeal Tribunal (the “Tribunal”), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

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

Applicant and Appellant:	Greystone (Homestead) Limited and Middleburg Developments Inc.
Subject:	Application to amend Zoning By-law No. 500, as amended – Neglect of application by the Town of Georgina
Existing Zoning:	“Rural (RU)”
Proposed Zoning:	“Low Density Urban Residential (R1-XX, R1-YY)” and “Open Space (OS-XX)”
Purpose:	To permit the development of a plan of subdivision that will be comprised of 189 single detached dwellings and blocks/lands for a storm water management pond, neighbourhood parks and environmental lands
Property Address/Description:	Part of Lot 15, Concession 3 (NG) and Part of Former Road Allowance between Concessions 2 and 3 (NG), Parts 1, 2 and 3 on Plan 65R-15088 [Greystone (Homestead) Limited] and Part of Lot 15, Concession 3 (NG), Part 3 on Plan 65R-12645 [Middleburg Developments Inc.]
Municipality:	Town of Georgina
Municipal File No.:	03.1074
OMB Case No.:	PL160928
OMB File No.:	PL160928
OMB Case Name:	Greystone (Homestead) Limited v. Georgina (Town)

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

Applicant and Appellant:	Greystone (Homestead) Limited and Middleburg Developments Inc.
Subject:	Proposed Plan of Subdivision - Failure of the Town of Georgina to make a decision
Purpose:	To permit the development of a plan of subdivision that will be comprised of 189 single detached dwellings and blocks/lands for a storm water management pond, neighbourhood parks and environmental lands
Property Address/Description:	Part of Lot 15, Concession 3 (NG) and Part of Former Road Allowance between Concessions 2 and 3 (NG), Parts 1, 2 and 3 on Plan 65R-15088 [Greystone (Homestead) Limited] and Part of Lot 15, Concession 3 (NG), Part 3 on Plan 65R-12645 [Middleburg Developments Inc.]
Municipality:	Town of Georgina
Municipal File No.:	01.137 (19T-14G01)
OMB Case No.:	PL160928
OMB File No.:	PL160929

Heard: December 5 and 7 , 2017 and January 12, 2018 in Georgina, Ontario

APPEARANCES:

Parties

Greystone (Homestead) Limited and Middleburg Developments Inc.

Town of Georgina

Counsel

M. Melling
A. Lusty (Student-at-law)

R. A. Biggart (December 5 and 7, 2017)
B. Ketcheson (January 12, 2018)

DECISION DELIVERED BY THOMAS HODGINS AND ORDER OF THE TRIBUNAL

INTRODUCTION

Disposition

[1] After considering the evidence and submissions at the above-noted hearing, the Tribunal allows the appeals and approves the draft plan of subdivision, subject to conditions, and an implementing Zoning By-law Amendment. The Tribunal finds in favour of the Applicant in respect to the disputed conditions of draft plan approval.

Board Continued as Tribunal

[2] This hearing was convened and conducted by the Ontario Municipal Board ("Board"). However, on April 3, 2018, the *Local Planning Appeal Tribunal Act, 2017* ("LPATA") was proclaimed which provides that the Board will be continued as the Local Planning Appeal Tribunal ("Tribunal"). Because this Decision and Order is being issued subsequent to the proclamation of LPATA, it is a Decision and Order issued by the Tribunal.

Background

[3] In 2014 Greystone (Homestead) Limited and Middleburg Developments Inc. (the "Applicant") submitted applications to the Town of Georgina ("Town") for approval of a draft plan of subdivision ("Plan") and an implementing Zoning By-law Amendment ("ZBLA") for property in the north end of the community of Keswick on the south side of Old Homestead Road ("Site").

[4] In 2016 the Applicant appealed the Town's failure to make a decision on the applications.

[5] In June 2017, after some revisions to the original submissions by the Applicant, Town Council endorsed the Plan, authorized staff and the Town Solicitor to finalize a ZBLA and conditions of draft plan approval and assigned water and sewer capacity to the Plan, subject to draft plan approval being issued by the Board.

[6] The Board held three Pre-hearing Conferences (“PHC”) on this case and a Procedural Order (“PO”) was issued. The PO identifies a range of issues but by the time of the hearing, the Parties had settled all but one issue which is represented by the following questions: Is the Town’s proposed condition of draft plan approval requiring the Owner to pay for all trail and park work, including linear park blocks, multi-use trails and trail components, in accordance with the Town’s Trail and Active Transportation Master Plan reasonable? Is the Town’s proposed condition of draft plan approval requiring the Owner to pay for pedestrian and cycling connections to boundary roadways and adjacent developments reasonable? How should the conditions of draft plan approval noted above be revised or should any be removed?

[7] The Applicant was represented by Counsel and called two witnesses – a Planner and a Planner/Development Charges (“DC”) expert.

[8] The Town was represented by Counsel and called a Landscape Architect. Despite the nature of the outstanding issue, the Town did not call a DC expert or anyone with a working knowledge of the Town’s DC regime.

[9] A number of Participants were identified at the PHCs but none appeared at the hearing and no Participant Statements were filed.

EVIDENCE AND SUBMISSIONS

Mr. Smith On Agreed Issues

[10] Michael Smith is a consulting Land Use Planner retained by the Applicant. He was involved with the preparation, submission and advancement of the applications with the Town and was qualified by the Board, on consent, to give independent expert opinion evidence in land use planning.

[11] Mr. Smith advised that :

- the Plan has an area of about 19.88 hectares (“ha”) and includes 187 lots of various sizes for single detached dwellings, a storm water management block, park, open space and buffer blocks, roads and lands to be conveyed to abutting residents on Tulip Street;
- the Site is designated *Neighborhood Residential* and *Greenlands System* in the Town’s Official Plan (“TOP”) / Keswick Secondary Plan (“KSP”) and the Plan is permitted by these documents subject to compliance with certain qualitative policies on such matters as density, design and the preparation of appropriate supporting studies;
- the Site is zoned RU and RU-227(H) in Zoning By-law No. 500 and a rezoning is required to implement the Plan; and
- a number of studies were submitted in support of the proposal including: a Phase 1 Environmental Site Assessment, Traffic Impact Study, Environmental Noise Assessment, Functional Servicing Study and a 2014 Environmental Impact Study, which was augmented in 2017 to ensure that

current Species at Risk, such as the Little Brown Myotis Bat and their habitat, are adequately protected.

[12] Mr. Smith recommended that the Tribunal approve the Plan in Appendix 1 subject to the conditions of draft plan approval in Appendix 2 and the ZBLA in Appendix 3. He said the Parties agree on the appropriateness of the Plan and the ZBLA. He also said the Parties agree on 113 out of 115 conditions of draft plan approval. The conditions at issue, as noted, relate to parkland/trail development and are Conditions 39 and 40 in Appendix 2. The Town prefers two alternative conditions.

[13] In the balance of this decision, Mr. Smith's recommended conditions of draft plan approval (Appendix 2) are referred to as the "SR-COA" (the Smith Recommended Conditions of Approval) and the word "Proposal" collectively refers to Mr. Smith's recommended Plan (Appendix 1), the SR-COA (Appendix 2) and ZBLA (Appendix 3).

[14] In support of his recommendations, Mr. Smith took the Board through a framework that is associated with the decision making in a case such as this beginning with matters of Provincial interest.

[15] Mr. Smith said that the Proposal has appropriate regard to matters of Provincial interest as set out in s. 2 of the *Planning Act* ("Act") and noted that environmental and archeological issues have been studied and addressed, natural areas and features are being protected and the Proposal represents orderly, well designed development in an area planned for growth.

[16] Mr. Smith further advised that the Plan has appropriate regard to all of the criteria in s. 51(24) of the Act. It is not premature, conforms to the TOP, includes a lotting pattern with appropriate dimensions and shapes and respects flood hazards. He said the Plan can be serviced, has been accepted by the school boards and dedicates significant land to the Town for public purposes.

[17] Mr. Smith advised that the SR-COA are reasonable pursuant to s. 51 (25) of the Act and appropriately embody conditions recommended by the Region of York, the Lake Simcoe Region Conservation Authority and other technical agencies.

[18] Mr. Smith testified that the Proposal is consistent with the Provincial Policy Statement, 2014 ("PPS"). It is within a Settlement Area, demonstrates an efficient use of land and adds to the range of housing available in the area. He also said that the Proposal supports the use of active transportation and appropriately protects natural and cultural heritage features.

[19] In respect to Provincial Plans, Mr. Smith advised that the Proposal conforms to both the Growth Plan for the Greater Golden Horseshoe ("GP") and the Lake Simcoe Protection Plan ("LSPP"). It is in an area designated for growth, helps Georgina develop as a complete community and will be fully serviced. An appropriate storm water management study has been prepared and a more detailed study is required by the conditions of approval to confirm compliance with the LSPP. A Planning Justification Report dated March 4, 2014 by Mr. Smith indicates that the lands in the Plan are identified as being within a Town/Village in the Greenbelt Plan and, as such, the policies of the TOP apply.

[20] Mr. Smith advised that the Site is designated *Urban Area* and *Regional Greenland System* in the Region of York Official Plan ("ROP") and the Proposal conforms. The Tribunal notes that the Region was originally a Party to this proceeding but withdrew after the third PHC with agreement that the Applicant and the Town would jointly recommend its conditions of approval.

[21] Mr. Smith said the Proposal complies with the TOP as well. The Proposal involves uses permitted in the Neighbourhood Residential designation and the land designated Greenlands System will be appropriately utilized for parks, environmental

protection and storm water management facilities. The design and the studies undertaken are compliant and the Town does not require an Official Plan Amendment.

[22] Mr. Smith testified that the Proposal is reasonable, in the public interest and represents good planning.

Disputed Conditions

[23] As stated, two conditions of draft plan approval are in dispute and each Party submitted their own alternative versions of these conditions. One version is in the SR-COA and the other version is referred to as the Town Recommended Conditions of Approval (“TR-COA”). The two versions of the disputed conditions are broken down and placed side by side below to allow analysis and comparison:

SR-COA	TR-COA
<p>39. The Owners shall complete detailed engineering and landscape drawings all designed and prepared in accordance with the Town’s Trails and Active Transportation Master Plan and Parks Facilities and Construction Standards, as amended, for review by the Director of Recreation and Culture for the Town.</p> <p>The Owners shall agree in the Subdivision Agreement to undertake the following works as regards parkland development in accordance with the Local Service Guidelines for the Town’s Development Charges By-law;</p> <ul style="list-style-type: none"> (i) To rough grade, including support structures (e.g. retaining walls); (ii) To provide storm sewers, catch basins, manholes, and culverts at internal watercourse crossings; 	<p>39. The Owner shall submit complete and detailed engineering and landscape drawings all designed and prepared in accordance with the Town’s Trails and Active Transportation Master Plan and Park Facilities and Construction Standards, as amended, for review by the Director of Recreation and Culture for the Town and</p> <p>agree in the Subdivision Agreement to construct all works, including but not limited to the linear park blocks, multi-use trails and trail components (signage, furnishings, SWM channel crossings, gates, plantings, seeding/sodding) all at the Owner’s cost and all to the satisfaction of the Director of Recreation and Culture for the Town.</p>

<p>(iii) To place sod adjacent to roadways and sidewalks and to seed all other areas within the park blocks;</p> <p>(iv) To install fencing where the park blocks abut other land uses.</p> <p>All works are to be at the Owner's cost and to the satisfaction of the Director of Recreation and Culture for the Town.</p> <p>If the Town requires the construction of development charge eligible, non-local service works, the Owners shall be entitled to development charge credits.</p>	
<p>40. Prior to final approval, the Owner shall agree to provide direct pedestrian and cycling connections to the boundary roadways and adjacent developments, as well as pedestrian/cycling facilities on the site to support active transportation.</p> <p>A drawing shall be provided to illustrate the locations of the pedestrian/cycling facilities in accordance with the Town's Trails and Active Transportation Master Plan and Park Facilities and Construction Standards, and to the satisfaction of the Director of Recreation and Culture.</p>	<p>40. Prior to final approval, the Owner shall agree to provide direct pedestrian and cycling connections to the boundary roadways and adjacent developments , as well as pedestrian/cycling facilities on the site to support active transportation, at the Owners cost.</p> <p>A drawing shall be provided to illustrate the locations of the pedestrian/cycling facilities in accordance with the Town's Trails and Active Transportation Master Plan and Park Facilities and Construction Standards, and to the satisfaction of the Director of Recreation and Culture.</p>

[24] As the above illustrates, the Parties agree that it is appropriate for the Owner to provide certain drawings referenced in both sets of conditions. There is no dispute in this regard.

[25] The dispute, rather, involves what park/trail works the Owner should be required to construct at its sole cost. SR-COA 39 includes a list of four works while TR-COA 39 references works that are much broader in scope including the construction of multi-use trails and trail components like signage, furnishings, etc. SR-COA 39 also references DC credits for certain works while TR-COA 39 does not. SR-COA 40 and TR-COA 40

are similar but the latter requires that the pedestrian/cycling facilities and connections be provided at the Owner's sole cost. It is estimated that TR-COA 39 and 40 require the Owner to undertake at its sole cost about \$200,000 (including HST) more in park/trail works than SR-COA 39 and 40.

[26] In addition to Mr. Smith, the following two individuals testified in respect to disputed Conditions 39 and 40:

- Daryl Keleher was retained by the Applicant and is a Director with the Altus Group Economic Consulting. He was qualified on consent to provide independent expert evidence in land use planning and development charges; and
- Ken McAlpine, the Town's Landscape Architectural Planner, who was qualified to provide independent expert evidence in landscape architecture with experience with parkland issues in the Town.

[27] Based on the collective evidence of the three witnesses, the following documents and excerpts are critical in deciding which conditions are appropriate:

- The KSP (2004) encourages the provision of multi-use pathways and Policy 13.1.4.4 (d) states: "Where new development is proposed, specific routes for pathways shall be established and the provision of a pathway system link shall be a condition of approval of development, where appropriate".
- The Town's Trails and Active Transportation Master Plan Final Report (2014) ("ATMP") is a strategic long term master plan that identifies a network of existing and future trails, including a trail through the Plan. The

trail in the Plan is designated as “Long term (11-20+ years)”. A portion of Table 4.3 in the ATMP indicates, in respect to cost effectiveness, that

The cost to implement the trails and AT network and supporting facilities / amenities under the Town's jurisdiction should be phased over time and designed to be affordable and appropriate in scale for the Town. New trail and AT infrastructure in growth and new development areas should be developer funded and include the cost of connections to existing boundary trail and AT infrastructure.

The ATMP identifies some strategies which could be used by the Town to promote the implementation of the network and these include: having developers prepare conceptual and detailed active transportation plans as part of the development approvals process, requiring developers to construct trails within a subdivision as a condition of approval and including trails and active transportation facilities as eligible infrastructure in the Town's new DC By-law. Recommendations 5.6 and 5.7 in the ATMP state respectively: Recommendation 5.6: “Changes to the way trails and active transportation facilities are planned, designed and constructed as part of the development process should be communicated clearly to the development community through an iterative process”; and Recommendation 5.7: “Consideration for and development of updates to the Development Charges By-law to include trail and active transportation facilities as eligible infrastructure when the Town next undertakes an update to their By-law”. [Neither Party submitted a Council resolution which identified any action taken by Council in respect to the ATMP (e.g. adoption of any recommendations, receive for information, referral to the next DC by-law update, etc.) although the TOP references the ATMP as mentioned below.]

- The TOP (2016) – The TOP says the Town will work to implement a comprehensive trails and active transportation network in accordance with the ATMP. Policy 9.2.4.3 says that development shall have regard to the

ATMP and shall demonstrate how such regard has been met prior to the approval of any Planning Act application. Policy 9.2.4.5 of the TOP states: “Where development is proposed, specific routes for trails shall be established as part of the development plan if appropriate, and the provision and construction of trails shall be a condition of approval of development”.

- The *Development Charges Act* (“DCA”) which states:

2 (1) The council of a municipality may by by-law impose development charges against land to pay for increased capital costs required because of increased needs for services arising from development of the area to which the by-law applies.

2 (5) A development charge by-law may not impose development charges with respect to local services described in clauses 59(2) (a) and (b).

38 (1) If a municipality agrees to allow a person to perform work that relates to a service to which a development charge by-law relates, the municipality shall give the person credit towards the development charge in accordance with the agreement.

59 (1) A municipality shall not, by way of a condition or agreement under section 51 or 53 of the *Planning Act*, impose directly or indirectly a charge related to a development or a requirement to construct a service related to development except as allowed in subsection 2.

59 (2) A condition or agreement referred to in s. (1) may provide for:

- (a) local services , related to a plan of subdivision or within the area to which the plan relates , to be installed or paid for by the owner as a condition of approval under s. 51 of the *Planning Act*;
- (b) local services to be installed or paid for by the owner as a condition of approval under section 53 of the *Planning Act*.

- The Town’s 2011 and 2016/2017 Development Charges Background Studies (“DCBS”) which both state that:

The following provides the definition of “local service” under the DCA for a number of services provided by the Town of Georgina. The purpose in establishing these definitions is to determine the eligible capital costs for inclusion in the development charges calculation for the Town. The functions or services deemed to be local in nature are not to be included in the determination of the development charges rates. The provision of local services is considered to be a direct developer responsibility under s. 59 of the DCA and will (or may) be recovered under other agreement(s) with the landowner or developer. The issue of “local service” is being specifically considered for the following services:

- Roads
- Water Service
- Wastewater Services
- Stormwater Services
- Parkland Development

...

For the purposes of parkland development, local services include the requirement for the owner to undertake the:

- preparation of a concept/facilities fit plan;
- preparation of a grading plan;
- supply and installation of grading, including support structures (e.g. retaining walls), storm sewers, catch basins, manholes;
- sodding;
- parking lots and pathways to rough grade;
- services to the property line , including electrical, sanitary and water;
- all fencing, where parkland abuts other land uses;
- landscaping, including trees and shrubs on the road allowance.

[28] Mr. Keleher told the Board that the answer to which of the disputed conditions are appropriate is found in the DCA, the DCBSs and the Town’s Development Charges By-law (“DCBL”). Mr. Keleher said the DCA allows the Town to define both local services and DC-eligible services. Once done, the Town can require that a local service be provided by an Owner as a condition of approval and can collect DCs for the other non-local DC-eligible services. Mr. Keleher submitted that local services are typically defined within a municipal DC by-law or a municipal DC background study and that, in this particular case, the Town’s DCBS identifies parkland development as a local service and then defines what parkland development consists of. He pointed out that

the definition of local services is exactly the same in the Town's 2011 and 2016/2017 DCBSs. Mr. Keleher reported that the inventory of park and recreation assets and the capital program in the Town's 2016/2017 DCBS and the Town's DC expenditures confirm the implementation of the local service definition referenced above and show that Owners are required to pay DCs for certain park/trail works which TR-COA 39 and TR-COA 40 propose the subject Owner provide without a DC credit.

[29] Based on the foregoing, Mr. Keleher said TR-COA 39 is not appropriate or reasonable because it requires the subject Owner to construct and fund works that are not local by DC definition and which are DC-eligible but does not offer DC credits in exchange for the DC-eligible works. He advised that the Town collects DCs from Owners for certain of the park/trail works referenced in the TR-COA and to require that the subject Owner pay for such works as a condition of approval without a corresponding DC credit, is double charging and does not comply with the DCA.

[30] Mr. Keleher recommended SR-COA 39 to the Tribunal because it is consistent with the DCA, the DCBS and DCBL, appropriately sets out what is a local service and what is a DC-eligible work and appropriately provides for the subject Owner to be reimbursed through DC credits for monies spent on DC-eligible works.

[31] Mr. Keleher also said that TR-COA 40 lacks clarity and he prefers SR-COA 40 as it, in conjunction with SR-COA 39, more appropriately frames financial responsibility for the park/trail work required.

[32] Mr. Smith acknowledged that certain policies in the KSP and TOP indicate that trail construction shall be a condition of development approval but advised that this does not mean that a developer is not entitled to DC credits for DC-eligible works given the City's DC regime as laid out by Mr. Keleher. Mr. Smith said he is aware of other developers in the Town that have agreed to undertake, at their sole cost and without credit, park/trail works similar in nature to those in question. He feels these developers

agreed to do so in the interest of expediency and not because the request or requirement from the Town was appropriate or unchallengeable. Drawing largely upon Mr. Keleher's opinion, Mr. Smith opined that TR-COA 39 and TR-COA 40 are not reasonable within the meaning of s. 51 (25) of the Act. For the foregoing reasons, Mr. Smith reiterated his recommendation that the Tribunal approve SR-COA 39 and SR-COA 40.

[33] Mr. McAlpine supports and recommends TR-COA 39 and TR-COA 40. He feels that the Owner should be required to design, build and finance the requested park/trail works in the Plan primarily because: the trails in the Plan constitute a local improvement intended primarily to service the needs of the future residents of the Plan; the trails would not be constructed by the Town if the Plan was not proceeding; and the trails are "local improvements" within the development, similar to roads and sidewalks, that support active transportation and as local infrastructure should be the responsibility of the developer to design, build and finance. Mr. McAlpine said that trails on private land, such as in the Plan, should be the responsibility of the developer to build and finance, while the Town's responsibility is to build and pay for trails on public lands, such as existing parks. [Mr. McAlpine's use of the word "local" refers to who will primarily use the parks/trails (e.g. the local residents of the Plan) versus any definition of "local" in the Town's DC regime].

[34] Mr. McAlpine advised that having the Owner design, build and finance the park/trail works as requested in the Town's proposed conditions is consistent with the approach followed by the Town when approving other similar residential development applications.

[35] In an Agreed Statement of Facts, Mr. McAlpine indicated that the wording of SR-COA 39 and 40 was appropriate in the event the Town's position is not favoured.

FINDINGS

[36] The Tribunal thanks the Parties for working together to narrow the issues. The effort is appreciated.

[37] The Tribunal accepts and will rely on the evidence of Messrs. Smith and Keleher in deciding this matter. Mr. Smith's planning evidence was uncontested. Mr. Keleher was qualified, on consent, as an expert in land use planning and DCs and the Tribunal finds that the solution to the disputed conditions lies within the DCA and the Town's DC regime. The Town chose not to call a DC expert or anyone with any degree of experience with the Town's DC regime. This is not a slight in any way to Mr. McAlpine who testified in a prepared and professional manner, who was knowledgeable in respect to parkland planning and implementation but who is not, by virtue of his Town responsibilities, versed in DC issues.

[38] The Tribunal will allow the appeal, approve the Plan subject to the SR-COA and approve the ZBLA.

[39] The Tribunal finds that its decision to approve the Proposal has regard to matters of Provincial interest, is consistent with the PPS and conforms to the GP and the LSPP. Further, the Proposal complies with the ROP and the TOP. The Plan satisfies the criteria in s. 51(24) of the Act and the conditions of approval are reasonable pursuant to s. 51(25) of the Act.

[40] The Tribunal also finds that the Proposal is in the public interest and represents good planning. It is in an area planned for growth, appropriately protects the natural environment and is well designed with a significant amount of land being dedicated for public parkland and open space.

[41] On the issue of the disputed conditions, the Tribunal finds that the KSP and the TOP promote the implementation of park/trail works by a subdivider and the Town's DC regime prevails in respect to the park/trail works the subject Owner can be required to undertake at its sole cost as a condition of approval and without DC credits. The TR-COA are not consistent with the Town's DC regime but the SR-COA are. Further, TR-COA 39 and TR-COA 40 are not reasonable, relevant, necessary or equitable. Given the DC regime the Town has chosen to put in place, it is not appropriate for the Town to require that the subject Owner construct at its sole cost the disputed park/trail works.

[42] In arriving at its decision, the Tribunal had regard to the information and material Council received in relation to this matter as provided. This decision is consistent with the 2017 Council endorsement and the related staff report on all matters except who is responsible financially for certain park/trail works. On this latter point, the Tribunal notes that it did not, for whatever reason, have the benefit of hearing any DC evidence from the Town in respect to its position on who should pay for the park/trail works.

[43] The Applicant submitted previous Board decisions, Minutes of Settlement from another Board case in the Town and an excerpt from a legal text on evidence. While each application before the Tribunal is evaluated on its own merits, the Tribunal reviewed the submitted material in advance of reaching a decision on the case.

ORDER

[44] The Tribunal orders that:

- a. The appeals are allowed;
- b. The draft plan provided in Appendix 1 prepared by Michael Smith Planning Consultants and Development Coordinators, dated December 24, 2012, Last Date of Revision June 26, 2017 comprising Part of Lot 15,

Concessions 2 and 3 (NG) and Part of Former Road Allowance between Concessions 2 and 3 (NG), Town of Georgina, Regional Municipality of York, is approved subject to the fulfillment of the conditions set out in Appendix 2 to this Order;

- c. The ZBLA in Appendix 3 is approved. The Tribunal authorizes the Municipal Clerk to assign a number to this By-law for record keeping purposes;
- d. Pursuant to s. 51(56.1) of the *Planning Act*, the Tribunal delegates to the Town of Georgina the authority to clear the conditions of draft plan approval and the authority to administer final approval of the plan of subdivision for the purposes of s. 51(58) of the Act; and
- e. In the event that there are any difficulties implementing any part of this Order including any of the conditions of draft plan approval, or if any changes are required to be made to the draft plan, the Tribunal may be spoken to and this Member is seized in this regard.

“Thomas Hodgins”

THOMAS HODGINS
MEMBER

If there is an attachment referred to in this document,
please visit www.elto.gov.on.ca to view the attachment in PDF format.

Local Planning Appeal Tribunal

A constituent tribunal of Environment and Land Tribunals Ontario
Website: www.elto.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

KEY PLAN



Subject Lands

LAND USE SCHEDULE

LAND USE	LOT & BLOCK No.	UNITS	AREA (ha)
LOW DENSITY RESIDENTIAL	1-187	18	9.66 ha
Δ 12.2m (min) Single Family		136	
○ 12.8m (min) Single Family		12	
● 15.0m (min) Single Family		19	
PARKS	188-192		2.36 ha
STORM WATER MANAGEMENT POND	193		1.04 ha
30m WATERCOURSE BUFFER	194		1.56 ha
OPEN SPACE (Flood Plain/ Watercourse Buffer)	195-196		1.11 ha
9m ACCESS BLOCK	197		0.04 ha
5m ROAD WIDENING	198		0.27 ha
LANE TAPERS	199-200		0.02 ha
LAND PROPOSED TO BE GRANTED	201		0.15 ha
TULIP STREET RESIDENTS			
ROADS	Street A-E @ 18.0m R.O.W. = 1955m		3.65 ha
Street Width 3m (Existing) = 25m			
GRAND TOTAL		187	19.88 ha

OWNERS AUTHORIZATION
I/We, Greystone Development Ltd. & Middleburg Developments Inc., being the owners of the above described lands, do hereby authorize the undersigned, MICHAEL SMITH, to prepare and submit this Draft Plan of Subdivision for approval.

Greystone Development Ltd.
Date: _____
Middleburg Developments Inc.
Date: _____
SURVEYOR'S CERTIFICATE
I hereby certify that the boundaries of the lands to be subdivided as shown on this plan and their area, as determined by the survey, are accurate and correctly shown.

ER GARDEN, O.L.S.
Date: _____
INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT

- a. shown on draft plan
- b. shown on draft plan
- c. shown on draft plan
- d. shown on draft plan
- e. shown on draft plan
- f. shown on draft plan
- g. shown on draft plan
- h. shown on draft plan
- i. shown on draft plan
- j. shown on draft plan
- k. shown on draft plan
- l. shown on draft plan
- m. shown on draft plan
- n. shown on draft plan
- o. shown on draft plan
- p. shown on draft plan
- q. shown on draft plan
- r. shown on draft plan
- s. shown on draft plan
- t. shown on draft plan
- u. shown on draft plan
- v. shown on draft plan
- w. shown on draft plan
- x. shown on draft plan
- y. shown on draft plan
- z. shown on draft plan

DRAFT PLAN OF SUBDIVISION

Greystone Development Ltd. & Middleburg Developments Inc.

PART OF LOT 15, CONCESSION 3 (N.G.)
AND PART OF FORMER ROAD ALLOWANCE
BETWEEN CONCESSIONS 2 AND 3 (N.G.)

TOWN OF GEORGINA

REGIONAL MUNICIPALITY OF YORK

No.	Description of Work	Date
1	Final Subdivision Plan	2012
2	Final Subdivision Plan	2012
3	Final Subdivision Plan	2012
4	Final Subdivision Plan	2012
5	Final Subdivision Plan	2012
6	Final Subdivision Plan	2012
7	Final Subdivision Plan	2012
8	Final Subdivision Plan	2012
9	Final Subdivision Plan	2012
10	Final Subdivision Plan	2012

Michael Smith
PLANNING CONSULTANTS
DEVELOPMENT COORDINATORS LTD.
Date: DECEMBER 24, 2012
Drawn by: M.S.S.
Scale: 1:1000
Sheet No: 953-00

VACANT LAND IN FIELD CROP

EXISTING RESIDENTIAL

OLD HOMESTEAD ROAD V.R. 79
ROAD ALLOWANCE BETWEEN LOTS 15 AND 16 CON 3

BLOCK 198
ROAD WIDENING

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DRAFT PLAN OF SUBDIVISION 19T-14G01

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19T-14G01:

1. Approval shall relate to Draft Plan of Subdivision, comprising Part Lot 15, Concessions 2 and 3 (NG), and Part of Former Road Allowance between Concessions 2 and 3 (NG), dated December 24, 2012 and last revised June 26, 2017, prepared by Michael Smith Planning Consultants; Development Coordinators, drawing No. 953-00.

Corporation of the Town of Georgina ("Town"):

2. The Owner shall enter into a Subdivision Agreement with the Town and agree to satisfy all conditions, financial and otherwise, of the Town; prior to final approval, the Town shall confirm that the Subdivision Agreement will be registered by the Town against the lands to which it applies; pursuant to the Planning Act.
3. The lands within this draft plan of subdivision shall be appropriately zoned by a zoning by-law that has come into force and effect in accordance with the provisions of the Planning Act.
4. Prior to registration of the plan, or any part thereof, or the issuance of building permits, the Owner shall prepare Architectural Design Guidelines as well as Urban Design Guidelines, to the satisfaction of the Director of Development Services, for the subject development.
5. The Owner shall agree in the Subdivision Agreement that:
 - i. All development shall proceed in accordance with the Council approved Urban and Architectural Design Guidelines.
 - ii. A Control Architect shall be retained at the cost of the Owner with the concurrence of the Town of Georgina to ensure compliance with the approved Urban and Architectural Design Guidelines. Where possible the Control Architect shall be the same architect that prepared the Architectural Design Guidelines. Furthermore, the control architect shall be a licensed/registered architect, accredited and in good standing with the Ontario Association of Architects (OAA).
 - iii. Prior to the submission of the individual building permit applications, the Control Architect shall have stamped and signed drawings certifying compliance with the Urban and Architectural Design Guidelines, and
 - iv. The Town of Georgina may undertake periodic reviews to ensure compliance with the Urban and Architectural Design Guidelines. Should inadequate enforcement be evident, the Town of Georgina may cease to accept drawings stamped by the Control Architect and retain another Control Architect, all at the expense of the Owner.

6. The Owner shall submit to the Town, written confirmation from the Ministry of Culture that the required archaeological assessments/field work has been completed and that the Ministry's requirements respecting any significant archaeological resources have been addressed.
7. Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a finalized noise study to the satisfaction of the Director of Development Services recommending noise attenuation features.
8. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Director of Development Services, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Director of Development Services.
9. That the Owner agrees in the Subdivision Agreement that the final location of a pressure reducing regulator station (as referenced in Condition 105), should it be required, may only be located within the Town's right of way in accordance with the terms and requirements of the Franchise Agreement as executed between the Consumer's Gas Company Ltd. now referred to as Enbridge and the Town dated June 22, 1998. Should there not be a location acceptable to the Town within the right of way then the Owner shall be required to convey additional lands acceptable to Enbridge for purposes of erecting and installing a pressure reducing regulator station.
10. The road allowances included within this draft plan of subdivision shall be conveyed to the Town and dedicated as public highways without monetary consideration and free of all encumbrances.
11. Public highways, including permanent and any temporary turning circles, expanded bulbs, daylighting triangles and 0.3 metre reserves as may be required and approved between the draft plan shall be designed, laid out and constructed by the Owner, all to the satisfaction of the Director of Development Services for the Town.
12. All open sides of the draft plan, along with any dead end roads, are to be terminated in a temporary turning circle and/or a 0.3 metre reserve, which are to be conveyed to the Town without monetary consideration and free of all encumbrances, to be held by the municipality until required for future road allowances or development of adjacent lands.
13. The Owner shall agree in the Subdivision Agreement to construct a turning circle at the east end of Nida Drive in accordance with Town standards as may be amended specifically for this purpose incorporating Low Impact Development technology and to the satisfaction of the Director of Development Services.

14. The Owner agrees to construct at its expense a maintenance access roadway to the stormwater management facility and a service connection to Medina Square all in accordance with the Town's Development Design Criteria in effect at the time of engineering design submission and all to the satisfaction of the Director of Development Services.
15. The Owner shall convey to the Town any easements, internal and external to the lands, as may be required for storm and sanitary sewer purposes, stormwater management or municipal utility purposes without monetary consideration and free of all encumbrances.
16. The Owner shall submit complete and detailed engineering drawings and accompanying reports, all designed and prepared in accordance with the Town's Development Design Criteria, as amended and in effect at the time development occurs, for review by the Director of Development Services for the Town, and shall agree in the Subdivision Agreement to construct all works, including, but not limited to, the water distribution system, sanitary and storm sewer systems, stormwater management facilities, lot grading and drainage, and roads and sidewalks, all at the Owner's cost, or in accordance with agreement(s) pursuant to Condition 19, and all to the satisfaction of the Director of Development Services for the Town.
17. The Town has completed a water model and the Owner shall agree in the Subdivision Agreement to participate with the Town using the water model and shall implement recommendations of same all at the Owner's expense.
18. The Owner agrees to construct at its expense all external watermains in accordance with the water modelling undertaken by the Town, in consultation with the Owner, and all to the satisfaction of the Director of Development Services. The Owner shall agree to convey an easement to the Town for purposes of a water main feed for the subdivision to the satisfaction of the Director of Development Services. The easement shall be a minimum of 4 metres in width centred along the dividing line between Lots 99 and 100.
19. The Owner shall agree in the subdivision agreement to enter into appropriate agreement(s) with the Town respecting any extensions, modifications and/or improvements to the existing municipal water distribution system, including a booster pumping station, as determined necessary by the Director of Development Services. The Owner further agrees to undertake and carry out such works in cooperation with the Town.
20. The Owner shall submit complete and detailed engineering drawings for the construction of a sidewalk along Old Homestead Road extending from the east existing limit of the sidewalk to and along the frontage of the subject development prepared in accordance with the Town's Development Design Criteria, as amended, in effect at the time development occurs, in accordance with Town

policy for review by the Director of Development Services for the Town and agrees in the Subdivision Agreement to construct same all at the Owner's cost and to the satisfaction of the Director of Development Services.

21. The Owner shall submit a detailed Stormwater Management Report satisfying the requirements of the Town's Development Design Criteria, as amended, including the incorporation of Low Impact Development technology in the design and recommendations, in effect at the time development occurs and in compliance with the requirements and guidelines of the Lake Simcoe Region Conservation Authority (LSRCA) all to the satisfaction of the Director of Development Services.
22. The Owner agrees to submit with the detailed engineering drawings, and prior to any grading or stripping of topsoil, a complete and detailed erosion and sediment control plan including a soil management plan with the objective of minimizing excess soil generated from the lands together with a topsoil storage plan detailing the location, size, side slopes, stabilization methods and time period, for approval by the Director of Development Services for the Town and the LSRCA. Topsoil storage shall be limited to the amount required for final grading of the lands under development with any excess removed from the lands. The Owner further agrees to install, inspect and maintain these erosion and sedimentation controls until all of the blocks are graded, stabilized and certified by the Owner's engineer, qualified for such work, all to the satisfaction of the Director of Development Services for the Town.
23. The Owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the preparation of the plans, the recommendations and measures contained within or on those plans as may be approved in Condition 22 above and all in accordance with the Lake Simcoe Protection Plan and Lake Simcoe Protection Act.
24. The Owner shall prepare and submit a detailed Fence Plan showing all required fencing (construction, privacy, acoustical, environmental protection, and security) and shall agree in the Subdivision Agreement to erect and maintain such fencing, all to the satisfaction of the Director of Development Services for the Town.
25. The Owner shall submit a detailed analysis of traffic calming measures which may be utilized in the subdivision together with an on-street parking plan prepared by a qualified traffic consultant all to the satisfaction of the Director of Development Services for the Town.
26. The Owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and measures contained within the analysis as may be approved in Condition 25 above.

27. The Owner shall submit a report prepared by a qualified professional outlining the results of detailed site specific geotechnical and hydrogeological subsurface explorations, respecting the installation of municipal services on the subject lands as well as the construction of buildings, all to the satisfaction of the Director of Development Services for the Town.
28. The Owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and measures contained within the report as may be approved in Condition 27 above.
29. Prior to final approval and any grading or stripping of topsoil, the Town requires the Owner to submit, in accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Record of Site Condition Part XV.1 of the Act (as amended), a Phase 1 Environmental Site Assessment (ESA) prepared and signed by a qualified professional, of the Owner's lands included in this plan. Based on the findings and results of the ESA, the Town may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required together with a Phase 2 ESA report and/or Phase 3 report if so recommended. The ESA and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands must contain wording to the effect that the Town shall be entitled to rely on such reports or documentation in their entirety, and such reports or documentation shall be satisfactory to the Director of Development Services for the Town.
30. The Owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations, measures and remedial action identified within the reports as may be received in Condition 29 above.
31. The Owner shall submit a Record of Site Condition for all lands, including any lands external to the plan, that are to be conveyed to the Town and to provide proof to the Town that the Record of Site Condition has been acknowledged by the Ontario Ministry of the Environment and Climate Change.
32. The Owner shall agree in the Subdivision Agreement that the placement of fill or other imported material on any lands subject to this approval shall only be imported and placed in accordance with the requirements of By-law 2011-0044 (REG-1) as amended being a by-law to prohibit or regulate the removal of topsoil, the placing of fill material and the alteration of grade of land, as amended. Notwithstanding that pursuant to the by-law an exemption is granted to the requirement for a permit, the placement of fill shall be governed by the requirements and standards of the by-law.
33. The Owner shall agree in the Subdivision Agreement that prior to the assumption of the public works related to this approval, the Owner shall certify, in wording satisfactory to the Director of Development Services for the Town, that no

contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous good, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under all lands conveyed to the Town (including soils, substrata, surface water and groundwater, as applicable): (i) at a level or concentration that exceeds the Environmental Protection Act O. Reg. 153/04 full depth generic site condition standards applicable to the intended use that such lands will be put to by the Town at the time of assumption or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such manner, condition or emanating from such lands in such a way, that would result in liability under applicable environmental laws. The Assessment, any subsequent environmental reports or other documentation and the Owner's certification shall be done at no cost to the Town.

34. The Owner shall agree in the Subdivision Agreement that no building permits will be applied for or issued until the Town is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development, all in accordance with Zoning By-law No. 500 as amended.
35. The Owner shall prepare and submit a composite utility distribution plan in consultation with all affected authorities, together with the detailed engineering design drawings, all to the satisfaction of the Director of Development Services.
36. The Owner shall agree to permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the plan registration provided the telephone or telecommunications service provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.
37. The Owner shall agree in the Subdivision Agreement that arrangements, as may be necessary, shall be made to the satisfaction of the Director of Development Services for the Town for the relocation of any utilities required by the development of the lands or by reason of conveyance of certain lands to the Town and that same shall be undertaken at the expense of the Owner.
38. The Owner shall agree in the Subdivision Agreement to display plans in its sales office or pavilion and identify in its sales literature all phases of development, the location of municipal and utility infrastructure including, but not limited to sidewalks, ponds, pumping and booster stations, parks, lands for other development and potential future phases of development, transformers, pedestals, streetlights and mailboxes.

39. The Owners shall complete detailed engineering and landscape drawings designed and prepared in accordance with the Town's Trails and Active Transportation Master Plan and Parks Facilities and Construction Standards, as amended, for review by the Director of Recreation and Culture for the Town. The Owners shall agree in the Subdivision Agreement to undertake the following works as regards parkland development in accordance with the Local Service Guidelines for the Town's Development Charge By-law:

- (i) To rough grade, including support structures (e.g. retaining walls);
- (ii) To provide storm sewers, catch basins, manholes, and culverts at internal watercourse crossings;
- (iii) To place sod adjacent to roadways and sidewalks and to seed all other areas within the park blocks;
- (iv) To install fencing where the park blocks abut other land uses.

All works are to be at the Owner's cost and to the satisfaction of the Director of Recreation and Culture for the Town.

If the Town requires the construction of development charge eligible, non-local service works, the Owners shall be entitled to development charge credits.

40. Prior to final approval, the Owner shall agree to provide direct pedestrian and cycling connections to the boundary roadways and adjacent developments, as well as pedestrian/cycling facilities on the site to support active transportation. A drawing shall be provided to illustrate the locations of the pedestrian/cycling facilities in accordance with the Town's Trails and Active Transportation Master Plan and Park Facilities and Construction Standards, and to the satisfaction of the Director of Recreation and Culture.

41. The Owner shall submit a Streetscaping Plan prepared by a qualified professional for review and approval by the Town, and agree in the Subdivision Agreement and otherwise to carry out or cause to be carried out the recommendations and measures contained within the approved Streetscaping Plan. The Streetscaping Plan shall address matters such as pedestrian/cycling linkages, entry features, and lighting treatments that can be implemented throughout the development.

42. The Owner shall convey Blocks 188 – 192 identified as "Park" to the Town pursuant in part to the parkland dedication requirements of the Planning Act, without monetary considerations and free of encumbrances.

43. The Owner shall submit a detailed Master Landscaping and Tree Planting Plan prepared by a qualified professional for review and approval by the Town and

agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and measures contained within the approved Master Landscaping and Tree Planting Plan.

44. The Owner shall submit to the Town, the Lake Simcoe Region Conservation Authority and the Regional Forester for review and approval during the design phase, a Tree Assessment Study and Preservation Plan prepared by a qualified arborist or landscape architect and agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and measures contained within the approved Tree Assessment Study and Preservation Plan.
45. The Owner shall be required to satisfy all provisions of the Regional Forest Conservation By-law and the Town's Tree Preservation and Compensation Policy respecting preservation and protection of trees and vegetation. Where trees are lost through development, the Owner shall agree to compensate the Town financially, or through additional tree planting and shall submit a detailed landscaping and tree planting plan for review by the Director of Development Services and the Director of Recreation and Culture for the Town and agree to carry out the planting in the Subdivision Agreement.
46. The Owner shall agree in the Subdivision Agreement not to remove or damage (leading to the destructing of) those trees identified in the approved Tree Assessment Study and Preservation Plan without the prior written approval of the Town. The Owner shall deposit a security in the form of a Letter of Credit, in an amount to be determined by the Town, to ensure compliance with the tree preservation requirements.

Regional Municipality of York ("Region"):

47. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town of Georgina and York Region.
48. The Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the Town of Georgina and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
49. 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.
50. The Owner shall agree in the Subdivision Agreement that any direct connection to a York Region water or wastewater system requires Regional approval prior to construction. Engineering drawings showing details of the connection shall be submitted for approval.

51. Prior to final approval, the Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required Regional road improvements for this subdivision. The report/plan, submitted to the Corporate Services Department for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
52. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to Development Engineering to implement the recommendations of the functional transportation report/plan as approved by Development Engineering.
53. Prior to final approval and concurrent with the submission of the subdivision servicing application (MOE) to the area municipality, the Owner shall provide a set of engineering drawings for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
 - i. Plan and Profile for the York Region road and intersections;
 - ii. Grading and Servicing;
 - iii. Intersection/Road Improvements, including the recommendations of the Traffic Reports;
 - iv. Construction Access Design;
 - v. Utility and underground services Location Plans;
 - vi. Signalization and Illumination Designs;
 - vii. Line Painting;
 - viii. Traffic Control/Management Plans;
 - ix. Erosion and Siltation Control Plans;
 - x. Landscaping Plans, including tree preservation, relocation and removals;
 - and,
 - xi. Requirements of York Region Transit/Viva.
54. Prior to final approval, the Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region Right-Of-Way. Only those works located in their ultimate location based on the next planning upgrade for this Right-Of-Way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
55. Prior to final approval the Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Three (3) sets of engineering drawings (stamped and signed by a professional engineer), and MOE forms together with any supporting information shall be submitted to Development Engineering, Attention: Mrs. Eva Pulnicki, P.Eng.

56. Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
57. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
58. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
59. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that the Owner will provide the installation of visual screening between Old Homestead Road and Street 'B', consisting of either a screening fence or a combination of a berm and appropriate planting, to a minimum of 1.8 metres in height, to be located within the Right-Of-Way of Street 'B'. The Owner shall submit to Development Engineering for review and approval, landscape plans showing the proposed planting for headlight screening purposes.
60. Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
- i. All existing woody vegetation within the York Region Road Right-Of-Way.
 - ii. Tree protection measures to be implemented on and off the York Region road Right-Of-Way to protect Right-Of-Way vegetation to be preserved.
 - iii. Any woody vegetation within the York Region road Right-Of-Way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road Right's-Of-Way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.
 - iv. A planting plan for all new and relocated vegetation to be planted within the York Region road Right-Of-Way, based on the following general guideline:

Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed in the York Region Right-Of-Way by the Owner or the area municipality for aesthetic purposes they must be approved by Development Engineering and shall be maintained by the area municipality with the exception of the usual grass maintenance. For landscape features not maintained to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.

61. Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
62. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to Development Engineering, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
63. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to Development Engineering, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
64. The following warning clause shall be included in a registered portion of the Subdivision Agreement with respect to the lots or blocks affected:
- “Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building’s occupants”.
65. Where noise attenuation features will abut a York Region Right-Of-Way, the Owner shall agree in the Subdivision Agreement, in wording satisfactory to the York Region’s Development Engineering, as follows:
- i. That no part of any noise attenuation feature shall be constructed on or within the York Region Right-Of-Way;
 - ii. That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality’s concurrence; and,
 - iii. That maintenance of the noise barriers and fences bordering on York Region Right-Of-Ways shall not be the responsibility of York Region.
66. Prior to final approval, the Owner shall agree that the following lands will be conveyed to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:
- i. A widening across the full frontage of the site where it abuts Old Homestead Road of sufficient width to provide a minimum of 15 metres from the centreline of construction of Old Homestead Road, and
 - ii. A 15 metre by 15 metre daylight triangle at the southeast and southwest corners of Old Homestead Road and Street ‘A’, and

- iii. A 15 metre by 15 metre daylight triangle at the southeast and southwest corners of Old Homestead Road and Street 'C', and
 - iv. A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts Old Homestead Road and adjacent to the above noted widening(s), and
 - v. An additional 2 metre widening, 40 metres in length, together with a 60 metre taper for the purpose of an eastbound right turn lane at intersections of Old Homestead Road and Street 'A'; and Old Homestead Road and Street 'C',
67. Prior to final approval the Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
68. The Region requires the Owner to submit to it, in accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition Part XV.1 of the Act (as amended) ("O. Reg. 153/04"), a Phase I environmental site assessment ("Phase I ESA") of the Owner's lands that are the subject of the application, including the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase I ESA cannot be more than 2 years old as of the actual date title to the Conveyance Lands is transferred to the Region. If the Phase I ESA is linked to different phases of development and there will be multiple conveyances of lands, the Phase I ESA prepared in respect of a specific conveyance and phase of development cannot be more than two years old as of the actual date of transfer of title to the Region. If a Phase I ESA is or would be more than two years old as of the actual date of transfer of title to the Region, the Phase I ESA will need to be either updated or a new Phase I ESA obtained by the Owner in accordance with requirements of this section. The Region, at its discretion, may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required regardless of the findings or conclusions of the Phase 1 ESA. Any Phase II environmental site assessment required by or submitted to the Region must be prepared in general accordance with the requirements of O. Reg. 153/04 (as noted above). Reliance on the Phase I ESA and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands must be provided to the Region and : (i) will be addressed to "The Regional Municipality of York"; (ii) contain wording to the effect that the Region is entitled to rely on such reports or documentation in their entirety; and (iii) the terms and conditions of the reliance extended (including any wording seeking to limit liability) must be satisfactory to the Region.
69. The Owner shall also provide Corporate Services Department with a certified written statement from the Owner or the Owner's authorized representative that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under

applicable environmental laws is present at, on, in or under lands to be conveyed to the Region (including soils, substrata, surface water and groundwater, as applicable): (i) at the time of conveyance, at a level or concentration that exceeds the Environmental Protection Act O. Reg 153/04 (as amended) full depth generic site condition standards applicable to the intended use of such lands by the Region or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or state, or is emanating or migrating from such lands in a way, that would contravene applicable environmental laws.

The preparation and delivery of the Phase I ESA, any subsequent environmental reports, other documentation, reliance and the Owner's certified written statement shall be provided at no cost to the Region.

70. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to Development Engineering, to be responsible to decommission any existing wells on the Owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
71. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering that Streets 'A' and 'C' shall be designed to intersect Old Homestead Road at a right angle, or on a common tangent.
72. Prior to final approval, the Owner shall demonstrate to the satisfaction of Development Engineering, that the throat width of Street 'A' and 'C' shall be designed to accommodate the recommendations of the transportation report approved by York Region.
73. Prior to final approval, the Owner shall demonstrate to the satisfaction of Development Engineering that a shared pedestrian/cycling connection will be provided from the proposed development to Medina Square.
74. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Development Engineering, that a shared pedestrian and cycling connection will be provided from the proposed development to Nida Street.
75. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right-Of-Way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
76. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to Development Engineering that the Owner will be responsible for determining the location of all utility plants within York Region Right-Of-Way and for the cost of

relocating, replacing, repairing and restoring and appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

77. Prior to final approval, the Owner shall submit engineering plans for York Region's approval that identify on the plans the Transit requirements.
78. Prior to final approval, the Owner shall satisfy the Transportation Services Department that the services to be installed within or in conjunction with the Plan will provide for sidewalks on both sides of the roadway listed below, unless only one side of the street lies within the limits of the subject lands. The Sidewalks shall meet the local municipality's standards, and be provided by the Owner along the subject lands' frontage onto roadway that will have transit services.

Future YRT/Viva transit services are planned for the following roadway or sections of:

- Old Homestead
79. Prior to final approval the Owner shall satisfy the Transportation Services Department and the area municipality that the services to be installed by the Owner within or in conjunction with the Plan will provide a concrete pedestrian access connection from the internal roadways to the Regional roadways as follows:
- From "Street A" to Old Homestead
 - From "Street C" to Old Homestead

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

80. Prior to final approval, the Owner shall submit drawings showing, as applicable, the sidewalk locations, concrete pedestrian access, passenger standing areas and shelter pads to the satisfaction of York Region.
81. The Owner shall agree in the Subdivision Agreement to advise all potential purchasers of the future introduction of transit services in this development as identified in Condition 78. This includes potential transit routes bus stops and shelter locations. This shall be achieved through distribution of information/marketing materials (YRT/Viva route maps, Future Plan maps & Providing YRT/Viva website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT/Viva route maps and the Future Plan maps are available from YRT/Viva upon request.

82. The Owner shall satisfy the Transportation Services Department that the services to be installed within or in conjunction with the Plan will include illumination in accordance with local municipality's design standards along all streets which will have transit services, sidewalks, pedestrian access and bus stop location.
83. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to Development Engineering, that Old Homestead Road between Woodbine Avenue and Metro Road North is a seasonal half load road and is subject to the restrictions set out by the Regional Municipality of York. The Owner further agrees to apply for a half load exemption and to be bound by the conditions set forth in the half load exemption permit.
84. Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Corporate Services Department, outlining all requirements of the Corporate Services Department.
85. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-Law #2012-36.
86. The Regional Corporate Services Department shall advise that Conditions 47 to 85 inclusive, have been satisfied.

Lake Simcoe Region Conservation Authority ("LSRCA"):

87. That this approval is applicable to the Draft Plan of Subdivision prepared by Michael Smith Planning Consultants Development Coordinators Ltd. and may be subject to redline revision based on the results of the Floodplain Analysis and detailed Water Balance.
88. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the Town and the Lake Simcoe Region Conservation Authority (LSRCA):
 - i. A detailed Stormwater Management Report in conformity with the designated stormwater management policies of the Lake Simcoe Protection Plan (LSPP) (DP-4.8 – 4.11) and the LSRCA Technical Guidelines for Stormwater Management;
 - ii. A detailed Erosion/Sedimentation Control Plan;
 - iii. A detailed Grading and Drainage Plan;
 - iv. A Phosphorous Budget in accordance with Designated Policy 4.8 of the LSPP;
 - v. A detailed Low Impact Development Evaluation demonstrating the means to maximize the use of Low Impact Development (LID) measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2014); and,

vi. An Environmental Impact Study.

89. That prior to final plan approval, a detailed Water Balance be prepared to the satisfaction of the LSRCA as per Designated Policies 4.8 and 6.40 of the Lake Simcoe Protection Plan and addressing hydrogeology comments provided December 7, 2016.
90. That prior to final plan approval, lots 99-103 may be red-lined as a result of the completion of the Downstream Flooding Analysis and associated Regional floodplain delineation.
91. That prior to final plan approval all restoration, mitigation, offsetting and stormwater management landscape plans shall be provided to the LSRCA as agreed upon through the EIS (March 2014) and response to comments (June 24, 2014).
92. 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, including addenda, as approved by the LSRCA.
93. 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.
94. That the Owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place, including erosion and sediment control to address the protection of natural features, in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
95. 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.
96. That the Owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Town.
97. That the owner shall agree in the Subdivision Agreement to dedicate and transfer Blocks 188, 189, 190, 191, 192, 193, 194, 195, 196 and 197 to the Town of Georgina.
98. That prior to final plan approval, the Owner shall successfully amend the Zoning By-law to rezone the lands to Residential One Exception (R1-146) Zone, Residential One Exception (R1-147) Zone, Residential One Exception (R1-148) Zone, Residential One Exception (R1-149) Zone and Open Space Exception (OS-99) Zone.

99. 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.
100. 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.
101. That prior to final approval, the provisions of the *Endangered Species Act* shall be addressed to the satisfaction of the Ministry of Natural Resources and Forestry.

Enbridge Gas Distribution Inc.:

102. That the Owner agrees in the Subdivision Agreement to contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea30@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, Silva cells, and/or soil trenches) and/or asphalt paving.
103. That the Owner agrees in the Subdivision Agreement that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.
104. That the Owner agrees in the Subdivision Agreement that in the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.
105. That the Owner agrees in the Subdivision Agreement that in the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that is within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea30@enbridge.com.

Canada Post Corporation ("Canada Post"):

106. The Owner shall agree in the Subdivision Agreement to include on all offers of purchase and sale, a statement which advises the prospective purchaser that mail delivery will be from a designated Community Mail box.

107. The Owner shall agree in the Subdivision Agreement that the Owner will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home sale.
108. The Owner shall agree in the Subdivision Agreement to consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plan.
109. The Owner shall agree in the Subdivision Agreement to provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
 - i. An appropriately sized sidewalk section (concrete pad) as per municipal standards, to place the Community Mailboxes on.
 - ii. Any required walkway across the boulevard, as per municipal standards.
 - iii. Any required curb depressions for wheelchair access.
110. The Owner shall agree in the Subdivision Agreement to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as the homes are occupied.
111. That the Town of Georgina shall advise in writing that Conditions 1 to 46 inclusive have been satisfied.
112. That the Region of York Regional Corporate Services Department, Community Planning and Development Services Branch shall advise in writing that Conditions 47 to 86 inclusive, have been satisfied.
113. That the Lake Simcoe Region Conservation Authority shall advise the Town of Georgina in writing that Conditions 87 to 101 inclusive, have been satisfied.
114. That Enbridge Gas Distribution Inc. shall advise in writing that Conditions 102 to 105 inclusive, have been satisfied.
115. That Canada Post Corporation shall advise in writing that Conditions 106 to 110 inclusive, have been satisfied.

ISSUED at the TOWN OF GEORGINA on the ____ day of _____.

Harold W. Lenters, M.Sc.PI, MCIP, RPP
Director of Development Services

NOTE: PURSUANT TO THE PLANNING ACT, R.S.O., 1990, AS AMENDED, APPROVAL OF THIS PLAN OF SUBDIVISION SHALL LAPSE IF FINAL APPROVAL FOR REGISTRATION HAS NOT BEEN GIVEN BY _____, UNLESS APPROVAL HAS BEEN SOONER WITHDRAWN OR THE TOWN OF GEORGINA HAS EXTENDED THE DURATION OF THE APPROVAL.

**THE CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK
BY-LAW NUMBER 500-2017-XXXX**

**A BY-LAW TO AMEND BY-LAW NUMBER 500, BEING A BY-LAW TO REGULATE
THE USE OF LANDS AND THE CHARACTER, LOCATION AND USE OF
BUILDINGS AND STRUCTURES WITHIN THE TOWN OF GEORGINA.**

Pursuant to Section 34 of the Planning Act, R.S.O., 1990, the Council of the Town of Georgina **ENACTS AS FOLLOWS:**

1. That Map 3 (pg. 1), Schedule 'A' to Zoning By-law Number 500, as amended, is hereby further amended by changing the zone symbol from 'RU' and 'RU-227(H)' to 'R1-34', 'R1-146', 'R1-147', 'R1-148', 'R1-149', and 'OS-99' on lands described as Part of Lot 15, Concession 3 (N.G.), and Part of the former road allowance between Concessions 2 and 3 (N.G.) shown in heavy outline and designated 'R1-34', 'R1-146', 'R1-147', 'R1-148', 'R1-149', and 'OS-99' in Schedule 'A' attached hereto.
2. That Section 7.5 **SPECIAL PROVISIONS** of Zoning By-law Number 500 as amended, is hereby further amended by adding after Subsection 7.5.105, the following:

**“7.5.106 PART OF LOT 15, CONCESSION 3 (N.G.)
S/S OLD HOMESTEAD Road**

**`R1-146', R1-147',
'R1-148', R1- 149'
(Map 3)**

- a) Notwithstanding Sections 6.1 (a), (b), (c), (d), (e), (f), and (i), the following requirements shall apply on lands shown in heavy outline and designated `R1-146', 'R1-147', 'R1-148', and `R1-149' in Schedule 'A' attached hereto:

Zone	R1-146	R1-147	R1-148	R1-149
Lot Frontage (Minimum) Interior Lot Corner Lot	12.2 metres 15.2 metres	12.8 metres 15.8 metres	15 metres 18 metres	18 metres 21 metres
Lot Area (Minimum) Interior Lot Corner Lot	366 m ² 456 m ²	384 m ² 474 m ²	450 m ² 540 m ²	540 m ² 630 m ²
Front Yard (Minimum) To Attached Garage To Dwelling	6 metres (i) 5 metres (i)	6 metres (i) 5 metres (i)	6 metres (i) 5 metres (i)	6 metres (i) 5 metres (i)
Exterior Side Yard (Minimum)	4 metres (i) (ii)	4 metres (i) (ii)	Not applicable	4 metres (i) (ii)
Rear Yard (Minimum)	7.5 metres	7.5 metres	7.5 metres	7.5 metres
Interior Side Yard (Minimum)	1.2 metres and 0.6 metres on the other side, plus 0.5 metres for each additional or partial storey above the second (iii)	1.2 metres and 0.6 metres on the other side, plus 0.5 metres for each additional or partial storey above the second (iii)	1.2 metres, plus 0.5 metres for each additional or partial storey above the second (iii)	1.2 metres, plus 0.5 metres for each additional or partial storey above the second (iii)
Lot Coverage (Maximum)	Not Applicable	Not Applicable	Not Applicable	Not Applicable

- (i) The minimum setback for the main wall of a dwelling to a sight triangle which forms part of the street shall be 2.5 metres, and the minimum setback for any other building or structure to a sight triangle which forms part of the street shall be 0.6 metres.
 - (ii) Pursuant to By-law Number 2004-0078 (PWO-2), as amended, no entrance shall be permitted to provide access to the exterior flankage of a corner lot.
 - (iii) Where there is a detached garage in the rear yard of a lot, the minimum interior side yard on the side providing access to a detached garage shall be 3.5 metres.
- b) Notwithstanding Sections 5.28 (h) and (i), and any other provisions to the contrary, the following additional requirements shall apply to garages, driveways, and parking areas:
 - i) Every lot shall provide a garage.
 - ii) The minimum interior dimensions of a garage shall be 4.5 metres in width by 5.7 metres in length. Furthermore, the maximum interior garage width shall be 6 metres.
 - iii) No encroachments shall be permitted into a required parking space located within a garage, save and except for one step (2 risers) into the minimum garage length.
 - iv) No attached garage shall project into the front yard more than 1 metre beyond the most distant point of any wall of the dwelling facing the street at the ground floor level, or more than 2 metres beyond the most distant point of any wall of the dwelling facing the street at the ground floor level where there is a covered unenclosed porch or entry feature. In no case shall an attached garage project forward beyond a covered unenclosed porch or entry feature adjacent to the attached garage.
 - v) In the case of a dwelling with an attached garage, no part of any driveway or parking area in the front yard shall be located closer than 0.6 metres from a sight triangle and 0.9 metres from a side lot line. Furthermore, the maximum width of a driveway or parking area in the front yard shall be the interior width of the attached garage on the lot, plus 0.5 metres.
 - vi) In the case of a lot with a detached garage in the rear yard, no part of any driveway or parking area shall be located closer than 0.9 metres from a side lot line. Furthermore, the minimum width

of a driveway leading to a parking area and a detached garage in the rear yard shall be 2.5 metres, and the maximum width of a driveway or parking area in the front yard shall be 3 metres.

- c) Notwithstanding the provisions of Section 5.12, the erection of fences on residential lots shall be subject to the following:
 - i) Fences not exceeding 2 metres in height are permitted in the rear yard, as well as within the back half of the interior side yard. Such fences are exempt from the minimum yard requirements. Any fence within the above noted yards that exceeds 2 metres in height must be erected in compliance with the minimum yard requirements for the appropriate zone.
 - ii) Fences are permitted in the front and exterior side yards, as well as the front half of the interior side yard, provided such fence does not exceed 0.9 metres in height. Such fences are exempt from the minimum yard requirements of the by-law.
 - iii) Notwithstanding ii) above, where the front yard abuts the rear yard or back half of the interior side yard of an abutting residential lot, fences not exceeding 2 metres in height are permitted along the common lot line.
 - iv) Notwithstanding i) and ii) above, where a fence is required for noise attenuation purposes and is located along the flankage of a lot abutting Old Homestead Road, the fence height shall be a maximum/minimum of 2.2 metres from the front wall of the dwelling to the rear lot line. Where the fence is required along the rear of a lot the fence height shall be a maximum/minimum of 2.4 metres along the rear lot line and along the exterior lot line to the rear wall of the dwelling.
- d) Notwithstanding Section 5.45 (a) as it applies to yard encroachments for Unenclosed Porches and Steps in the required front and exterior side yard areas, unenclosed porches are permitted to encroach 2 metres into any required front yard or exterior side yard with an additional 0.5 metre encroachment permitted for steps. All other yard encroachments as provided in Section 5.45 (a) within By-law Number 500, as amended, continue to apply.”

3. That Section 27.5 **SPECIAL PROVISIONS** of Zoning By-law Number 500 as amended, is hereby further amended by adding after Subsection 27.5.98, the following:

“27.5.99 PART OF LOT 15, CONCESSION 3 (N.G.) ‘OS-99’
S/S OLD HOMESTEAD ROAD (Map 3)

Notwithstanding Section 28.2, on lands shown in heavy outline and designated 'OS-99' in Schedule 'A' attached hereto, only the following non-residential uses shall be permitted:

- conservation or forestry use
- park
- storm water management facility
- accessory buildings, structures and uses to any permitted use

Notwithstanding the above, no structures may be permitted within an area zoned "OS-99" and within the regulated area of the Lake Simcoe Region Conservation Authority unless approval has been given by the Lake Simcoe Region Conservation Authority.

This by-law shall be signed by the Mayor and Clerk, affixed with the seal of the Corporation and engrossed in the By-law book.

READ and ENACTED this _____ day of _____, 2017

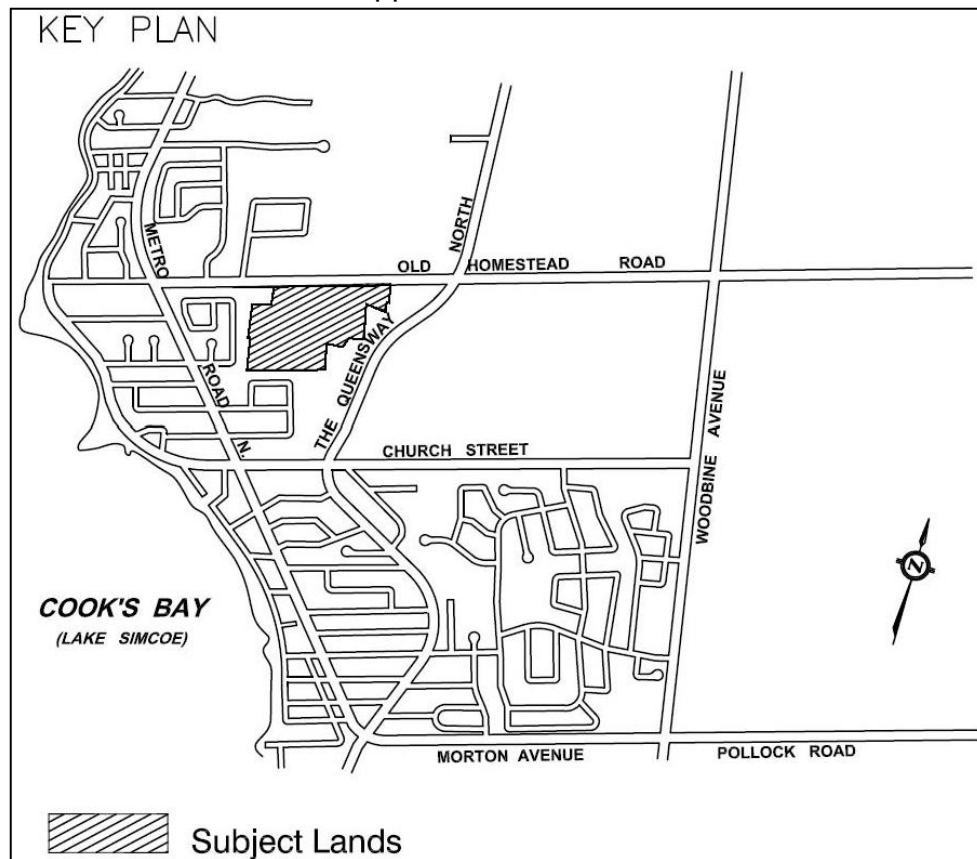
Mayor, Margaret Quirk

Town Clerk, John Espinosa

EXPLANATORY NOTE

(GREYSTONE DEVELOPMENT LIMITED)
(MIDDLEBURG DEVELOPMENTS INC.)
(TOWN FILE NO.: 03.1074)

1. The purpose of Zoning By-law Number 500-2017-XXXX, which amends Zoning By-law Number 500, is to rezone the subject lands from Rural (RU) and Rural {RU-227 (H)} to Low Density Urban Residential (R1-34, R1-146, R1-147, R1-148, and R1-149) and Open Space (OS-99) in order to facilitate and implement a plan of subdivision that will be comprised of 187 single detached dwellings and blocks/lands for a storm water management pond, neighbourhood parks and environmental lands.
2. Zoning By-law Number 500-2017-XXXX will conform to the Town of Georgina Official Plan, as per the approval of OPA No. 125.
3. A **Key Map** showing the location of the land to which By-law Number 500-2017-XXXX applies is shown below.



**BY-LAW NUMBER 500-2017-XXXX WHICH AMENDS ZONING BY-LAW NO. 500
THE CORPORATION OF THE TOWN OF GEORGINA**

PART OF LOT 15, CONCESSION 3 (N.G.)
 AND PART OF FORMER ROAD ALLOWANCE
 BETWEEN CONCESSIONS 2 AND 3 (N.G.)
 TOWN OF GEORGINA
 THE REGIONAL MUNICIPALITY OF YORK

THIS IS SCHEDULE 'A' TO
 BY-LAW _____
 PASSED THIS _____ DAY OF
 _____ 2017

CLERK _____
 MAYOR _____

