

**SCHEDULE OF DRAFT PLAN CONDITIONS 19T(W)-22.003  
November 6, 2024**

**6835 Main Street & 447 Loretta Crescent  
Town of Whitchurch-Stouffville**

<b>1.0</b>	<b>General</b>
1.1	Approval shall relate to a Draft Plan of Subdivision prepared by Weston Consulting, Drawing No. D1, dated September 13, 2023.
1.2	This Draft Approval shall lapse on November 6, 2027 for each or any phase that is not registered by this date unless extended by the Town upon application by the Owner in accordance with the Planning Act.
1.3	The Owner agrees and covenants that the Draft Plan of Subdivision and associated Conditions of Draft Approval may require revisions, to the satisfaction of the Town, to implement or integrate any recommendations resulting from studies or submissions required as a Condition of Draft Approval.
1.4	The Town's Commissioner of Development Services is authorized to approve any red-lining and/or minor revisions to the Draft Plan of Subdivision or Draft Plan Conditions, as a result of errors, omissions, or any other revisions as required through detailed Engineering design.
1.5	The Owner shall enter into a Subdivision Agreement and/or other Town Agreements with the Town to satisfy all conditions, financial or otherwise of the Town, with regard to such matters as the Town may consider necessary.
1.6	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to design, construct, and/or pay for the construction of curbs, gutters, underground and above ground services, and stormwater management facilities/modifications to the stormwater management facilities, to the satisfaction of the Town.
1.7	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to provide written notice of all Development Charges related to the Subdivision, including payments made and any amounts owing, to all first purchasers of the Lands within the Plan at the time the Lands are transferred to the first purchasers.
1.8	The Owner shall pay any and all outstanding application fees to the Town in accordance with the in-effect Fees & Charges By-law as amended from time-to-time.
1.9	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements not to commence the stripping of topsoil or rough grading on the site, or, the removal of any trees, or construction of underground services and road construction in the absence of an approved Subdivision Agreement or other agreement with the Town and the submission and approval of a fill management plan.
1.10	The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreements to not stockpile or permit stockpiling of topsoil or any other materials at any time on Lands to be conveyed to the Town.

1.11	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that all lots or blocks to be left vacant for longer than a specified period of time shall be graded, seeded, and maintained to the satisfaction of the Town.
1.12	The Owner agrees and covenants not to commence construction of underground services and any other works in the absence of a Subdivision Agreement or other agreement that is satisfactory to the Town.
1.13	Full building permits will not be requested until servicing of the site is satisfactory to the Town Engineer. The owner may apply for a Conditional Building permit with the Town CBO. The Town CBO is not bound by the conditions of this approval to issue a conditional permit for any building within this development.
1.14	The Owner shall provide, prior to execution of the Subdivision Agreement, detailed engineering drawings that have been prepared by a qualified engineer, which will include, but not be limited to grading control plans, plan and profile drawings of all underground and above ground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, etc. to the satisfaction of the Town Engineer.
1.15	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements that the Owner shall not enter into any contract for the performance of any of the Works or begin performing any of the works in accordance with the approved engineering drawings unless and until the form and provisions of the contract, the contractor's guarantees and the contractor have been first approved by the Town Engineer and a copy of the executed documentation has been provided to the Town for record keeping purposes, which approval shall not be unreasonably withheld. The contract or contracts shall provide that the Town Engineer may inspect the construction of any and all work under the contracts and that the Town Engineer shall have authority to instruct the contractor or contractors to stop work should any construction be undertaken contrary to the Town's requirements.
1.16	<p>The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements that the Owner shall prepare a notice for future purchasers that provides the following:</p> <ul style="list-style-type: none"> <li>a) Role and function of roads within and adjacent to the subdivision;</li> <li>b) The responsibility of the developer with respect to Eastern Gate Crescent;</li> <li>c) The nature of any easements;</li> <li>d) The location and purpose of all stormwater management and/or low impact development measures (i.e. underground storage tanks, rain barrels, infiltration facilities, etc.) located on private lots;</li> <li>e) The extent of the private lots as it relates to the curb;</li> <li>f) On-street parking rules;</li> <li>g) Maintain the original lot plan; and</li> <li>h) Driveway locations.</li> </ul>

	The Town shall review the notice prior to its release.
1.17	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements to apply civic number signs to lots/blocks to the satisfaction of the Town's Chief Building Official and Fire Chief prior to registration of the plan and as per the Town's Building Numbering By-Law following registration of each phase of the plan and erection of the building. Buildings with access off of rear lanes are to be affixed with street names and civic numbers at the front and rear building elevations of each dwelling unit all to the satisfaction of the Town.
1.18	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to locate the hydrant fronting Building B at an offset from the watermain and back of curb to the satisfaction of Public Works and the Fire Department.
1.19	The Owner agrees to secure the required agreement(s) and associated permanent easement(s) for water and sanitary servicing construction and maintenance.
1.20	The Owner agrees to secure the required agreement(s) and associated permanent easement(s) with the owner of Eastern Gate Crescent for the purpose of providing unrestricted pedestrian and vehicular access and circulation over, along and upon Eastern Gate Crescent.
<b>2.0</b>	<b>Planning &amp; Site Design</b>
2.1	<p>The owner agrees to finalize the Landscape Plan (Drawing No. L1-01) prepared by Marton Smith Landscape Architects, dated November 2021 and revised June 5, 2024, and to provide it for approval to the satisfaction of the Development Services Commission. The Landscape Plan shall include the overall landscape design for the development including but not limited to:</p> <ul style="list-style-type: none"> <li>• Privacy fencing, between the proposed development and the existing residential properties to the west;</li> <li>• Where possible, privacy trees to provide a visual buffer between the proposed development and the existing residential properties to the west;</li> <li>• Fencing design and details;</li> <li>• Planting details;</li> <li>• Hardscape design including pavement treatments and details;</li> <li>• Tree Planting; and</li> <li>• Permeable pavers</li> </ul>
2.2	The Owner shall retain a Licensed Architect to formulate an architectural control and design manual to be submitted to the Town for approval prior to the commencement of the sales and marketing program, and, prior to the execution of the Subdivision Agreement affecting the development. The Owner shall incorporate the requirements and objectives of the Council approved Community of Stouffville Main Street Built Form and Urban Design Guidelines 2022, as may be amended, into the architectural control manual being prepared for the draft plan. The preparation of the detailed architectural drawings shall be generally in

	<p>conformity with the Elevation Drawings (Drawing Nos. A-5.1 to A5.4) prepared by Wang Architects Inc. and Vizion Media Inc., dated July 2021, and revised June 24, 2024.</p> <p>Regard shall be given to the following, but not limited to:</p> <ul style="list-style-type: none"> <li>• Architectural materials and colours proposed for the buildings, which are sympathetic to the surrounding neighborhood’s character and architectural design (ie. materials/colours); and</li> <li>• That the elevations of the buildings fronting Main Street and Loretta Avenue, and the East elevation of Units 2 and 9 shall be attractively designed given their visibility and prominence to the street.</li> </ul>
2.3	The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreement to incorporate the requirements and criteria of the Town approved Architectural Control Manual into all municipal works and landscaping, where relevant and building permit applications within the Draft Plan of Subdivision.
2.4	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements to have the design consultant who prepared the approved architectural control manual to certify that each residential building permit application is designed in accordance with the said approved manual prior to the building permit being issued by the Chief Building Official. Further, the cost associated with the review and certification of the residential building permit application by the control architect shall be borne by the Owner.
<b>3.0</b>	<b>Engineering &amp; Public Works Commission</b>
<b>General</b>	
3.1	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to obtain the following:</p> <ul style="list-style-type: none"> <li>a) the required road occupancy permit(s) from the Town to install services within the Main Street and Loretta Crescent road allowances;</li> <li>b) the required encroachment permit(s) for each entrance/exit onto Town roads</li> </ul>
3.2	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to pay applicable:</p> <ul style="list-style-type: none"> <li>a) Curb cut deposits</li> <li>b) Road damage deposits</li> </ul>
3.3	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to provide water meter in chamber as well as backflow preventer.
3.4	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to provide private waste management and snow removal/storage for the dwellings fronting Eastern Gate Crescent.

3.5	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that snow must remain within private property and cannot be pushed onto the municipal ROW.
<b>Water &amp; Sanitary</b>	
3.6	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to provide written final confirmation from the adjacent development at 6853 Main Street that the proposed shared water connection is acceptable.
3.7	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to confirm that the proposed water system will provide satisfactory fire supply and pressure to meet the Town and Fire Underwriters Survey 2020 criteria.
3.8	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to certify that the finished underside of the basement floor slab for all units are 0.60 metres above the seasonal high groundwater elevation per the approved Hydrogeological Assessment prepared by Palmer, dated August 29, 2023.
<b>Stormwater Management</b>	
3.9	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that an Operations & Maintenance Manual shall be prepared to the satisfaction of the Town and will be provided to the Owners of all units to ensure that the on-site SWM infrastructure is properly inspected and maintained. In addition, the Owners of all units shall enter into an agreement for maintenance of the shared stormwater management system, and this agreement shall be registered on title.
3.10	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to certify that all roof leaders/downspouts will be directed away from Eastern Gate Crescent to the rear yard drainage system.
3.11	In the event that easement(s) are required to service this development, and any future adjacent developments, the Owner will provide the easement(s) to the Town at no cost.
3.12	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that a final Water Balance Study shall be prepared to address the infiltration deficit for the subject site and, if required, the deficit should be addressed through the LSRCA water balance offsetting recharge compensation program.
<b>4.0</b>	<b>York Region</b>
<b>Clauses to be Included in the Subdivision Agreement</b>	
4.1	The Owner shall agree to save harmless the Town of Whitchurch-Stouffville and York Region for any claim or action as a result of water or sanitary service not being available when anticipated.
<b>Draft Plan Conditions</b>	
4.2	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 Whitchurch-Stouffville:

	<ul style="list-style-type: none"> <li>a) A copy of the Council Resolution confirming that the Town of Whitchurch-Stouffville has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this Draft Plan of Subdivision.</li> <li>b) A copy of an email confirmation by the Town of Whitchurch-Stouffville Staff Member stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.</li> </ul>
4.3	The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services and the Infrastructure Asset Management branch for record.
4.4	<p>Prior to Draft Plan of Subdivision approval, confirmation that none of the following activities will be occurring is required:</p> <ul style="list-style-type: none"> <li>a) Petroleum-based fuels and/or solvents</li> <li>b) Pesticides, herbicides, fungicides, or fertilizers</li> <li>c) Construction equipment</li> <li>d) Inorganic chemicals</li> <li>e) Road salt and contaminants as identified by the Province</li> <li>f) The generation and storage of hazardous waste or liquid industrial waste, and waste disposal sites and facilities</li> <li>g) Organic soil conditioning sites and the storage and application of agricultural and non-agricultural source organic materials</li> <li>h) Snow storage and disposal facilities.</li> </ul>
4.5	A Section 59 Notice (Source Water Protection Permit) from York Region's Water Resources group is required prior to the filing of any future development or planning applications. Please visit <a href="http://www.york.ca/section59">www.york.ca/section59</a>
4.6	The Owner shall provide an executed copy of the subdivision agreement with the local municipality to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
4.7	For any Zoning By-law Amendment application 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 site the 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.
4.8	The Regional Corporate Services Department shall advise that Conditions 4.1 to 4.7 inclusive have been satisfied.
<b>5.0</b>	<b>Heritage &amp; Archaeological</b>

5.1	<p>Although an archaeological assessment is not required as part of this Planning Act application, the applicant is cautioned that the subject property has been determined to be an area of archaeological potential. Given its current location, it is reasonable to expect that archaeological resources may be encountered during on-site construction activities. The applicant is hereby formally cautioned and advised that should buried archaeological materials be found on the property during any development activities, the Ministry of Citizenship and Multiculturalism (MCM) (416-212-0039) and the Town of Whitchurch-Stouffville (905-640-1900 ext. 2299) must be notified immediately. A licensed archaeologist may be required to investigate the type, concentration, and detail of material encountered. In the event that human remains are encountered during construction activities, the proponent is legally required to cease on-site activity immediately and contact the police and coroner who will investigate the discovery. Both the MCM and the Registrar of Burials at the Ministry of Public and Business Services must also be contacted (416-212-7499)</p>
<b>6.0</b>	<b>Parks &amp; Open Space</b>
6.1	<p>Parkland Dedication requirements for the plan shall be in accordance with the Planning Act R.S.O. 1990, c.P.13 as amended (the Planning Act) and the Town's Parkland Dedication By-law, as amended. The Town will not require the conveyance of parkland dedication (parkland or cash-in-lieu of parkland) as a condition of subdivision draft approval for this Plan as authorized by Section 51.1 of the Planning Act R.S.O. 1990, c.P. 13 as amended. The Owner is put on notice that Town By-laws and policies as amended require the payment of cash-in-lieu of parkland for this application pursuant to Section 42(6) of the Planning Act, as a condition of development of the land, and payable prior to the issuance of building permits.</p>
6.2	<p>The Owner agrees and covenants in the Subdivision Agreement to pay cash-in-lieu for the two (2) public street trees proposed in the municipal right-of-way fronting the subject development as shown on Drawing No. L-1-01 prepared by Marton Smith Landscape Architects, dated November 2021 and revised June 5, 2024, to the satisfaction of the Town Arborist.</p>
6.3	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that a Public Tree By-law is in effect (By-law 2020-086-RE) and will require an arborist report, and that tree protection, compensation, and/or preservation for any municipal tree may be required as determined by the Town Arborist.</p>
6.4	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that a Private Tree By-law is in effect (By-law 2023-060-RE) and will require an arborist report, and that tree protection, compensation, and/or preservation may be required.</p>
<b>7.0</b>	<b>Toronto &amp; Region Conservation Authority</b>
Subdivision Clearance Stage	
7.1	<p>Please note that while our threshold concerns have been addressed, the proponent should submit an updated Water Balance Calculation to the Town</p>

	<p>and TRCA <b>prior to the clearance</b> of the subdivision. This updated calculation should accurately reflect the infiltration capacity of the proposed permeable pavers and infiltration galleries, as per the assessment provided by RJ Burnside dated August 22, 2024.</p> <p>If the updated calculation demonstrates a water balance deficit, the deficit should be addressed through LSRCA water balance offsetting recharge compensation. The contribution amount shall be determined based on the LSRCA's established guidelines and the extent of the deficit. This compensation should be submitted to LSRCA <b>prior to the clearance of conditions for the subdivision.</b></p> <p>The following materials will be required as part of the Clearance request:</p> <ul style="list-style-type: none"> <li>• A comprehensive letter detailing how each TRCA condition has been fulfilled.</li> <li>• A copy of the approved Conditions of Draft Approval.</li> <li>• A signed copy of the Draft M-Plan.</li> <li>• A copy of the Executed Subdivision Agreement.</li> <li>• A copy of the implementing Zoning By-law.</li> <li>• A final, detailed Stormwater Management Report to the satisfaction of TRCA and the Town.</li> <li>• Confirmation of the submission of the compensation fund to LSRCA.</li> <li>• Subdivision clearance fee to be determined based on the fee schedule in effect at that time.</li> </ul>
<b>Conditions of Draft Plan Approval</b>	
7.2	<p>That prior to any development, pre-servicing, or site alteration, or registration of this plan or any phase thereof, the Owners or their Agents submit a final consolidated detailed Stormwater Management Report and associated detailed plans to TRCA.</p> <ul style="list-style-type: none"> <li>a) The report and plans must demonstrate compliance with applicable water balance requirements.</li> <li>b) Any water balance deficit is identified and addressed through LSRCA water balance offsetting recharge compensation.</li> </ul>
7.3	<p>That the Owner agrees in the subdivision agreement, in wording acceptable to the TRCA:</p> <p>To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions.</p>
<b>8.0</b>	<b>Utilities</b>
Enbridge Gas Inc.	



8.1	The Owner shall contact Enbridge Gas Inc.'s Customer Connections department by emailing <a href="mailto:salesarea30@enbridge.com">salesarea30@enbridge.com</a> to determine gas availability, service and meter installation details, and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soils trenches) and/or asphalt paving.
8.2	If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the Owner.
8.3	In the event that easement(s) are required to service this development, and any future adjacent developments, the Owner will provide the easement(s) to Enbridge Gas Inc. at no cost.
<b>9.0</b>	<b>Telecommunication Companies</b>
<b>Bell Canada</b>	
9.1	The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easement(s) at no cost to Bell Canada.
9.2	The Owner agrees that should any conflict arise with existing Bell Canada facilities where current and valid easement exists within the subject area, the owner shall be responsible for the relocation of any such facilities or easements at their own cost.
9.3	The Owner is advised to contact Bell Canada at <a href="mailto:planninganddevelopment@bell.ca">planninganddevelopment@bell.ca</a> during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.
9.4	It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.  If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.
<b>Rogers Communications</b>	
9.5	The Owner shall agree in the Subdivision Agreement to:  a) Permit all CRTC-licensed telecommunications companies intending to serve the subdivision (the " <b>Communications Service Providers</b> ") to install their facilities within the subdivision b) Provide joint trenches for such purpose
9.6	The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Provider to serve the subdivision, and will cause the registration of all such easements on title to the property.

9.7	The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
9.8	The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.
<b>10.0</b>	<b>Administration</b>
10.1	<p>Prior to release for registration of the Draft Plan of Subdivision, or any phase thereof, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:</p> <ul style="list-style-type: none"> <li>a) Region of York shall advise that Conditions 4.1 to 4.7 have been satisfied</li> <li>b) TRCA shall advise that Conditions 7.1 to 7.3 have been satisfied</li> <li>c) Utility Companies shall advise that Conditions 8.1 to 8.3 have been satisfied</li> <li>d) Telecommunications Companies shall advise that Conditions 9.1 to 9.8 have been satisfied.</li> </ul>