

The Corporation of The Town Of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-15007

Leslie Richmond developments Limited

Part of Lot 30, Concession 3, E.Y.S

Town of Richmond Hill

Appendix	B
SRPRS	18.074
File(s)	D02-15025

105-15007

Town of Richmond Hill

Development Planning Division

1. Approval shall relate to draft Plan of Subdivision prepared Humphries Planning Group Inc., having Project No. 17489, revised November 15, 2017.
2. The lands within this draft Plan of Subdivision shall be appropriately zoned by a zoning by-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. Prior to final approval of the Plan, the Owner shall provide the Town with evidence in the form of an Ontario Land Surveyor Certificate that:
 - a) any existing buildings or structures on the lands as of the date of final approval, are situated so as to comply with applicable zoning by-laws after registration of the plan; and,
 - b) all lot frontages and lot areas within the plan conform to the applicable zoning by-law.
4. The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the Town and York Region. The Owner shall agree in the Subdivision Agreement that all street names shall be identified to the satisfaction of the Town prior to construction of any buildings.
5. The Owner shall agree in the Subdivision Agreement that no building permit application will be submitted for any individual lot or block until the Owner has submitted architectural design plans of the building facades, for all lots and/or blocks within the plan and obtained the approval of the Town through the Architectural Design Control process. Such architectural design plans shall be in accordance with Town approved Architectural Design Control Guidelines. The Owner shall agree to build in accordance with the approved plans.

Development Engineering Division

6. The road allowances and road widenings included within this draft Plan of Subdivision shall be dedicated as public highways to the Town without monetary consideration and free of all charges and encumbrances.
7. Any dead ends, open sides of road allowances, or entrances from existing road allowances created by this draft Plan of Subdivision shall be terminated in 0.3 metre reserves, to be conveyed to the Town without monetary consideration and free of all charges and encumbrances.
8. a) Prior to final approval of the draft plan or any portion thereof, the Owner shall enter into one or more Subdivision Agreements with the Town in order to satisfy the financial, servicing and other requirements of the Town, including the construction and

installation of municipal services (including, inter alia, roads, curbs, gutters, sidewalks, watermains, sanitary sewers, storm sewers, street lights, traffic lights, street name and regulatory signs) at the Owner's expense, both upon the lands within the draft plan and upon lands external thereof, provision of insurance, payment of Development Charges and prepayment of Local Improvement charges as required by the Town.

- b) The Owner shall agree in the Subdivision Agreement to pay all processing fees in accordance with the Town's Tariff of Fees By-Law with respect to the subdivision of lands, and shall pay any new or additional costs or fees imposed upon the Town by the Province of Ontario or The Regional Municipality of York which relate to the lands within the draft plan and which may arise prior to the final execution of the Subdivision Agreement. Payment of applicable Regional, Educational and Town-wide Development Charges will be required prior to the issuance of any building permit upon the subdivision lands.
9. Prior to final approval of the draft plan or in any portion thereof, the Owner shall enter into an agreement with a distributor as that term is defined in the *Electricity Act, 1998*, respecting the provisions of electric service and streetlighting.
 10. Such easements as may be required for utility, municipal servicing or drainage purposes shall be granted to the Town or other appropriate authority in priority to all charges and encumbrances. Such easements to be conveyed to the Town, Region, the Province or the Toronto and Region Conservation Authority shall be conveyed without monetary consideration.
 11. Prior to entering into any agreement with any telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, which is to be deeded or dedicated to the Town, the Region, Her Majesty the Queen in the Right of the Province of Ontario or any other public authority, including, inter alia, land which is to be dedicated to the Town the Region, Her Majesty the Queen in the Right of the Province of Ontario as public highways, the Owner shall obtain the approval of the Town of the location of any services permitted by such agreement and the wording of the agreement.

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

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

12. The Owner shall agree in the Subdivision Agreement to obtain the approval of the appropriate authority for the installation of electric, gas, telephone and telecommunication

services and that the installation of those services shall be underground within the road allowances or within other appropriate easements.

13. The Owner shall permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed. The Owner shall agree to the foregoing in the Subdivision Agreement.
14. Public highways shall be designed in accordance with the Town's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 metre reserves. For public highways designated as local roads, curb radii shall be designed to provide a 9.5 metre pavement width within the horizontal curve at all changes in horizontal alignment between 60 to 90 degrees.
15. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the Town and the Regional Transportation Department.
16. The Owner shall agree in the Subdivision Agreement that all portions of public highways which are not paved and all drainage swales on public or private property shall be graded and sodded in accordance with the standards of the Town.
17. The Owner shall agree in the Subdivision Agreement to grade and seed all undeveloped lands within the plan, other than conservation lands, and to maintain, to the satisfaction of the Town, all undeveloped lands within the plan.
18. The Owner shall agree in the Subdivision Agreement that maintenance of any retaining walls constructed within this draft Plan of Subdivision shall be the responsibility of the Owner, and of subsequent Owners. Retaining walls shall not be constructed upon lands to be transferred to the Town.
19. Prior to final approval, a soils report with respect to the sufficiency and adequacy of the soil within the draft plan to sustain the municipal services and buildings and other structures to be constructed within the draft plan shall be submitted to the Town for review and approval. The Owner agrees that the soils report shall include a detailed investigation of site conditions based on sufficient boreholes to support final engineering design. The Owner agrees that the soils report shall address the site specific groundwater, geologic and hydrogeologic conditions with respect to the final design and construction of municipal services including groundwater monitoring in accordance with the findings and recommendations of the Master Environmental Servicing Plan for the North Leslie East Secondary Plan area.
20. The Owner shall provide to the Town, engineering drawings for, and shall agree in the Subdivision Agreement to install, to the satisfaction of the Town, watermains, sanitary sewage works, storm sewage works, adequate pavement width for roadways, curbs, gutters, sidewalks, street lighting, traffic signals, regulatory signs, street name signs, and any other services or facilities as required. The Owner shall not connect any watermain or sewer to existing municipal systems without the written approval of the Town. All lands to

be conveyed to the Town for open space purposes and all easements shall be shown on the engineering drawings. The Owner shall obtain the approval of the Region and/or the Ministry of the Environment, by way of certificate of approval, for the installation of watermains, sanitary sewage works, and storm sewage works.

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

- i) adequate sanitary sewage is available as determined by the Town and has been allocated, by the Town, to the plan;
- ii) adequate water supply capacity is available, as determined by the Town, and has been allocated, by the Town, to the plan;

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

- 21. The Owner shall agree in the Subdivision Agreement that the sanitary and storm sewers shall be connected and drained to outlets approved by the Ministry of the Environment, the Region of York, the Town of Richmond Hill and where applicable, the Toronto and Region Conservation Authority.
- 22. The Owner shall agree in the Subdivision Agreement that the water distribution system for this draft Plan of Subdivision shall be looped within this draft Plan of Subdivision and with the existing watermain system on the periphery of this draft Plan of Subdivision as necessary, and that allowance shall be made for the future servicing of parcels of land abutting this draft Plan of Subdivision as required by the Town.
- 23. The Plan of Subdivision or any portion thereof shall not be given final approval for registration until such time as storm and sanitary sewer outlets, water distribution systems, and site access via local and collector road systems are available or other arrangements satisfactory to the Town have been made.
- 24. The Owner shall agree in the Subdivision Agreement that no building permits will be applied for or issued for any individual lot or block until the Owner has submitted an individual house siting and grading plan and obtained the approval of the Town for such individual lot or block plan showing inter alia, the driveway location(s) within the road allowance and the building(s) on the lot. The Owner shall agree to build in accordance with the approved plan.
- 25. The pattern of streets and the layout of reserve blocks within this draft Plan of Subdivision shall be designed to align precisely with the pattern and layout for existing plans or any adjoining proposed Plan of Subdivision.
- 26. The Owner shall agree in the Subdivision Agreement:
 - a) to be responsible for the proper drainage within this draft Plan of Subdivision and the effect of such drainage on all lands abutting this draft plan;
 - b) that all lot and block grading plans shall be prepared by the engineer for the Owner in accordance with the Town's Design Criteria and Design Standards and to provide individual lot grading plans for each lot on the plan prior to the issuance of building permits;

- c) that for the purpose of preparation of the overall lot and/or block grading plans and the individual lot grading plans, the Owner shall comply with the Town policy with respect to usable yard criteria;
 - d) to develop the lands within the plan in accordance with the approved grading plans and individual lot grading plans; and,
 - e) that the overall lot and/or block grading plans and the individual lot grading plans shall reflect the Tree Inventory and Management Plan and shall minimize grade changes in areas of trees to be retained.
27. The Owner(s) shall agree in the Subdivision Agreement to provide the Town with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the Town's digital submission requirements. These plans shall be tied to horizontal control at a minimum of three (3) locations at the extreme corners of the plan. The Owner(s) shall agree in the Subdivision Agreement to provide as built engineering drawings (including tributary areas drawings), in accordance with the digital and hard copy submission requirements specified in Town Standards and shall include the database required to satisfy the Town's Infrastructure Management System.
28. Prior to final approval of the draft plan or any portion thereof, arrangements satisfactory to the Town shall be in place to provide for the following community services (at a time and with securities satisfactory to the Town and with the conveyance of the necessary lands or easements for the community services to the Town at a time satisfactory to it), which community services are in accordance with, or necessarily incidental to the Master Environmental Servicing Plan (MESP) and the Functional Servicing Plan (FSR) prepared by David Schaeffer Engineering Limited:
- a) Construction of one primary means of public road access from the roads within the draft plan to Leslie Street, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
 - b) Construction of one secondary means of public road access from the roads within the draft plan to 19th Avenue, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
 - c) Construction of the piped water supply system and appurtenances external to the draft plan, including upgrades to the existing system, for the pressure district servicing the draft plan (to the satisfaction of the Region as well as the Town) and construction of the piped water supply system to service the draft plan, all as outlined in the MESP and FSR;
 - d) Construction of the sanitary sewer system and appurtenances external to the draft plan to an established outlet and construction of sanitary sewers and appurtenances to service the draft plan, all as outlined in the MESP and FSR;
 - e) Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the MESP and FSR, together with required stormwater system outlet(s) external to the plan to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
 - f) Conveyance of all lands within and external to the draft plan required for municipal servicing purposes, all as outlined in the MESP and FSR.

29. Prior to final approval of the Plan of Subdivision or any portion thereof, the Owner shall enter into one or more agreements, satisfactory to the Town, pertaining to the provision of the community services referenced in Condition 28, which said agreement(s) shall address, among other things, credits under the Development Charges Act to the satisfaction of the Town.
30. Prior to final approval of the Plan of Subdivision or any portion thereof, one or more by-laws enacted by the Town under the Development Charges Act providing for development charges for boundary road improvements shall have come into force as provided for under that Act and any appeals to the said by-laws shall have been disposed of by the OMB.
31. Prior to final approval of the Plan of Subdivision or any portion thereof, the Owner shall provide evidence satisfactory to the Commissioner of Planning and Regulatory Services that the Owner has executed a cost sharing agreement with other Owners within the North Leslie Secondary Plan area for the provision of community services within or external to the plan.
32. Prior to any grading, stripping or servicing of the lands included within the draft plan, the Owner shall provide a detailed Stormwater Management Report. This report shall be completed to the satisfaction of the Commissioner of Planning and Regulatory Services and shall address:
 - a) the selection of stormwater management source, conveyance, low impact development and end-of pipe practices to be implemented within and external to the draft plan to address storm water quantity, quality, runoff volume and erosion control;
 - b) the protection of groundwater quality and quantity;
 - c) the facility design, inspection, operation and maintenance procedures and associated costs;
 - d) monitoring plans, programs, equipment, procedures and associated costs required to address storm water management and facility performance in accordance with the requirements of the Master Environmental Servicing Plan (MESP); and,
 - e) erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features.

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

The Owner shall agree in the Subdivision Agreement:

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

33. The Owner shall agree in the Subdivision Agreement:
 - a) to demonstrate that, prior to assumption of municipal services, all stormwater management facilities are performing in accordance with their approved design to the satisfaction of the Commissioner of Planning and Regulatory Services; and,
 - b) to satisfy the facility quality and quantity performance monitoring requirements during construction and for assumption specified in the Town of Richmond Hill Stormwater Management Design Criteria.
34. The Owner shall engage the services of a certified noise consultant to complete a noise study recommending noise control features satisfactory to the Town, the Regional Transportation and Works Department and in accordance with Ministry of the Environment and Energy noise guidelines.
35. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the study referred to in Condition 34, shall be implemented as approved. Prior to final approval of the Plan of Subdivision, a copy of the fully executed Subdivision Agreement shall be forwarded to the Regional Transportation and Works Department.
36. Where the noise study has determined that a noise level of between 55 dBA to 60 dBA will remain, despite the implementation of the recommendations of that study, the following warning clause shall be included in the registered Subdivision Agreement with respect to the lots or blocks affected:

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

Such clause shall be required to be included in all offers of purchase and sale for the lots or blocks affected.
37. Where the noise study has determined that noise attenuation fences will be constructed onto lots or blocks within the plan, the following warning clause shall be included in the registered Subdivision Agreement with respect to the lots or blocks affected:

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

Such clause shall be required to be included in all offers of purchase and sale for the lots or blocks affected.
38. Prior to final approval, the Owner shall agree in the Subdivision Agreement to retain a qualified hydrogeologist to assess the condition of all private wells with respect to quantity of water produced and its quality for drinking purposes. The hydrogeologist will identify the potential area of impact of the proposed construction and assess and report on the potential for construction activity, associated with the servicing of the subdivision, to detrimentally impact any of the wells. In the event any of the identified wells deteriorate as a result of this development, as determined by the hydrogeological assessment, the Owner agrees to provide the services of a hydrogeologist to investigate claims and recommend appropriate

solutions, in a timely manner, and that the cost of any or all investigations and remedies will be the sole responsibility of the Owner.

39. The Owner shall agree to include the following warning clause in the registered Subdivision Agreement with respect to Blocks 1 to 15, inclusive:

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

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

39. The Owner shall agree in the Subdivision Agreement to retain a qualified geotechnical engineer to provide full time resident inspection during the construction of below ground municipal services including storm sewers, sanitary sewers, watermain and stormwater management facilities. The Owner agrees that the geotechnical engineer shall monitor and provide recommendations for excavation stability with respect to the local groundwater, geologic and hydrogeologic conditions in accordance with the geotechnical report for the plan and in accordance with the findings and recommendations of the Master Environmental Servicing Plan for the North Leslie East Secondary Plan area.
40. The final plan shall be revised as follows to the satisfaction of the Commissioner of Planning and Regulatory Services:
- a) The Street 'B' road allowance shall be widened if necessary to accommodate the required traffic lanes and boulevards as specified by the Town.
41. Prior to final design of municipal servicing including storm water management facilities and prior to final approval of the plan, the Owner shall provide additional geotechnical data and reports in order to refine the evaluation of Safe Excavation Depths within the shallow groundwater system above the Oak Ridges Aquifer Complex (ORAC) and the evaluation of the Inferred Maximum Excavation Depth associated with the ORAC all to the satisfaction of the Town and to satisfy the recommendations of the North Leslie East Master Environmental Servicing Plan and the Functional Servicing Plan.
42. Based on the final SED and IMED evaluation determined through Condition 41, the final plan and/or municipal servicing design shall be revised if necessary, including the location and/or configuration of Blocks for stormwater management facilities and adjacent Lots, to satisfy design constraints all to the satisfaction of the Town.

Heritage and Urban Design Section

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

Policy Planning Division – Park and Natural Heritage Planning Section

44. The Owner shall convey to the Town a park block with a minimum area of 1.10 ha in the location shown as Block 16 on the Draft Plan of Subdivision in partial fulfillment of parkland dedication requirements. The Owner shall agree in the Subdivision Agreement to provide

cash in lieu of parkland dedication for the remaining parkland dedication owing pursuant to the Town's in-force parkland dedication by-law.

45. The Owner shall agree in the Subdivision Agreement to convey to the Town at no cost, Storm Water Management Block 17, Natural Heritage System Blocks 18 and 19 (for environmental protection purposes) and Walkway Block 24.
46. The Owner shall convey to the Town Blocks 16, 17, 18, 19 and 24 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the Town.
47. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Phase 1 Environmental Site Assessment prepared by SNC-Lavalin Environment (dated August 15, 2011) and the Phase II ESA for the site prepared by Pinchin (dated October 6, 2014), and to pay for all costs associated with the implementation.
48. The Owner shall not undertake any of the following works without specific permission from the Town:
 - a) construct any permanent or temporary stormwater management facilities and/or permit any storage of construction related debris or materials (including topsoil) in or on any park or natural heritage blocks identified within the draft plan;
 - b) install or permit any subdivision services to be located within parkland other than those that are required to service the park itself; and,
 - c) construct or permit temporary or permanent emergency/construction access routes through any park or natural heritage lands other than those required to build the park itself.
49. Prior to the removal or alteration of any trees, vegetation or environmentally significant features for the Plan area the Owner shall obtain written clearance from the Town confirming approval to proceed with such removal or alteration. Further, in the event that any trees, vegetation or environmentally significant features within the draft plan are removed or altered without the written consent of the Town, the Owner shall restore the lands and/or provide compensation to the municipality as required by the Town.
50. Prior to any grading, development, pre-servicing or site alteration the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the Town's guidelines for the preparation of such reports and to the satisfaction of the Town. The Owner shall agree to implement the recommendations of Tree Inventory and Preservation Plan finally approved by the Town, to pay all costs associated with implementation, to replace the loss of tree cover either through replanting and/or cash-in-lieu of planting, and provide associated securities upon request to guarantee undertaking of the work.
51. The Owner shall shall agree in the Subdivision Agreement to implement the recommendations of the Environmental Impact Study (prepared by Beacon Environmental, dated July 2017), to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work. In the event that construction of the subdivision does not commence within 3 years of draft plan approval, the Owner agrees to submit an update to the Environmental Impact Study and to implement the recommendations of such update as approved by the Town.

52. The Owner shall agree in the Subdivision Agreement that:
- a) No earthworks, servicing, road construction or movement of heavy machinery, will occur within 500 m of the Great Blue Heron Rookery to the south of the site during the period from March 15th through June 30th of every calendar year, or within 300 metres of the Great Blue Heron Rookery during the period from July 1st through July 31st; and,
 - b) During the period from March 15th through June 30th of every calendar year, there shall be a 400 m setback from the Great Blue Heron Rookery for high noise generating house construction activities (such as framing and roofing); and that during the period from July 1st to July 31st this setback will be 300 metres.
53. Prior to execution of the Subdivision Agreement, the Owner shall prepare and submit for approval by the Town Landscape Plans, which will provide for:
- a) Landscaping traffic islands and circles;
 - b) Boulevard/street trees;
 - c) Planting, restoration and enhancement of any and all disturbed areas within the Protected Countryside/Natural Heritage System (Blocks 18 and 19), or as recommended in the approved Natural Heritage Evaluation;
 - d) Pedestrian/trail linkages and associated landscaping through Block 24;
 - e) Entrance features;
 - f) Landscaping of the stormwater management blocks (Blocks 197 and 198);
 - g) Tree cover replacement; and,
 - h) Any other specific landscaping required.

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

54. The Owner shall agree in the Subdivision Agreement that topsoil used throughout the Plan will be fertile and consistent with Town standards. Further, the Owner shall confirm that such is the case by submitting reports and soil test results as requested by the Town. If the results of the reports and soil tests indicate that the topsoil is not fertile and/or does not meet Town standards, reports must recommend how the topsoil should be amended to meet such requirements.
55. The Owner shall agree in the Subdivision Agreement to implement grading and servicing plans, which provide for:
- a) Consistency with the recommendations of the approved Tree Inventory and Preservation Plan;
 - b) Grading within Park Block 16 to generally result in between two (2%) percent and five (5%) percent grade differential across the entire block;
 - c) Servicing of Park Block 16 in accordance with Town standards including a 50 mm water service to the property line (with curb stop/valve box at street line), electrical connection to the property line, and one or more storm sewer catchbasin manholes within 1 metre of the property line;

- d) Engineered fill and all backfill material used to grade Park Block 16 shall be compacted to the Town's standards, and shall be selected material from excavation or other sources for the use intended, unfrozen and free of rocks larger than 75 mm, cinders, ashes, sods, refuse or other deleterious materials;
 - e) Finished elevations of Park Block 16 that include 20 cm topsoil depth and meet and match the proposed finished grade at all property lines for all abutting land uses;
 - f) Permanent chain link fencing consistent with Town standards, where parkland, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands; and,
 - g) Temporary post and wire fencing along the perimeter of Park Block 16 where it abuts municipal road allowances or other potential access points, to prohibit access to such lands until such time as parkland improvements proceed.
56. The Owner shall agree in the Subdivision Agreement to provide the Town with post-grading geotechnical soil tests, and a topographic survey that meets Town requirements, confirming that the grading and servicing of Park Block 16 are consistent with approved plans.
57. The Owner shall agree in the Subdivision Agreement to provide topsoil on Park Block 16 to Town standards. Prior to application of the topsoil to Park Block 16 the Owner will provide the Town with the results of a topsoil fertility analysis confirming that the topsoil to be applied to the park meets Town standards. Following application of the topsoil to the Park Block the Owner will provide the Town with a finished grade topographical survey consistent with Town requirements.
58. The Owner shall agree in the Subdivision Agreement to sod/seed Park Block 16 if requested to do so by the Town.
59. The Owner shall agree in the Subdivision Agreement to install a sign (provided by the Town) on Park Block 16 notifying residents of the future park planned for the site and indicating that no dumping is permitted on the future park lands.
60. The Owner shall agree in the Subdivision Agreement to provide securities for all required works in the park including grading, servicing, topsoil, sodding/seeding, fencing, signage etc. The Owner understands that the Town will draw on the securities to undertake required works if the Owner fails to proceed with the park works at a reasonable speed.
61. The Owner shall agree in the Subdivision Agreement to maintain Blocks 16, 17, 18, 19 and 24 in a manner and condition acceptable to the Town until such time as the above and below ground services associated with the subdivision are assumed by the Town or such earlier time as advised in writing by the Town. The Owner shall indemnify and save the municipality harmless with respect to any occurrence on or related to Blocks 16, 17, 18, 19 and 24 until such time as the above and below ground services associated with the subdivision are assumed.
62. The Owner shall agree in the Subdivision Agreement that warning clauses will be included in all agreements of purchase and sale, and that information will be provided on all community information maps and promotional sales materials, providing notice as follows:
- a) that encroachments of any kind are not permitted in natural heritage system blocks, stormwater management blocks, or park lands;

- b) that Park Block 16 will be developed into an active park and uses may include sports facilities, courts, play equipment, and other facilities that will attract a range of park users, sports groups and spectators. Purchasers are advised that properties in the vicinity of the park may be affected by increased traffic and parking on the streets, and ambient noise and lighting from park use;
- c) that Stormwater Management Block 17 will be used for stormwater detention purposes and may have a pond retaining from time to time a level of water that may be dangerous to unattended children or to other persons not adequately supervised. Neither the Owner nor the Town shall be responsible to provide any supervision on the said land of any kind and purchasers agree to release, indemnify and save harmless the Owner and Town from any and all claims arising from the use or occupation of Block 17, by the purchasers, their family, friends or invitees;
- d) that it is the intention of the Town that all or part of the Stormwater Management Block 17 and Natural Heritage System Blocks 18 and 19 are to be naturalized and left in its natural state, provided the Purchasers acknowledge that nothing in this notice shall in any manner whatsoever preclude or be interpreted as precluding the Town from undertaking any improvements to the said lands at any further date; and,
- e) that Blocks 16, 17, 18, 19 and 24 are intended to include public walkways and trails and that such uses may result in increased vehicular and pedestrian traffic on the street and adjacent to or in the vicinity of the property and a high volume of pedestrian traffic on the walkways. Purchasers are further advised that properties adjacent to such Blocks may be affected by noise and lighting from such uses.

Region of York - Regional Corporate Services Department

- 63. The road allowances included within the draft Plan of Subdivision shall be named to the satisfaction of the Town of Richmond Hill and York Region.
- 64. York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the Town of Richmond Hill for the development proposed within this draft Plan of Subdivision or any phase thereof.
- 65. The Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the Town of Richmond Hill and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 66. 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.
- 67. In the event that there is no means of servicing the proposed development through the Town of Richmond Hill's water or wastewater system, the Owner shall agree in the Subdivision Agreement that any direct connection (temporary or permanent) to a York Region water or wastewater system requires Regional approval prior to construction, and engineering drawings showing details of the connection shall be submitted to the Infrastructure Asset Management Branch for approval.
- 68. Prior to final approval, the Owner shall satisfy York Region with respect to improvements to 19th Avenue, between the intersections of Bayview Avenue and Leslie Avenue, to its ultimate full urban cross section, per the approved Environmental Assessment and subject to DC credits in accordance with Regional policy.

69. Prior to final approval, the Owner shall provide the following, in regards to the 19th Avenue improvement, to the satisfaction of York Region:

Engineering drawings to 60% detail, detailed financial cost sharing arrangements of the construction cost to improve 19th Avenue, and the timeline for the completion of the 19th Avenue improvement works.

70. Prior to final approval, the Owner shall satisfy York Region that it will provide direct shared pedestrian/cycling facilities and connections from the proposed development to 19th Avenue from the local/collector roads to support active transportation and public transit, to the satisfaction of the Region. A drawing showing the conceptual routing of active transportation facilities and connections internal to the site and to the Regional roads shall be provided.
71. Prior to final approval, the Owner shall agree to provide a comprehensive Traffic Impact Study (TIS) and preliminary development phasing and implementation plan of the development detailing the traffic operations and infrastructure improvements including any proposed public roads on to the external regional road network to sufficiently facilitate the development. The TIS shall be in accordance with York Region Traffic Impact Study for Development Applications Guidelines (August 2007).
72. Prior to final approval, the Owner shall agree to provide a Transportation Demand Management (TDM) Plan as part of the comprehensive TIS to address the following requirements to the satisfaction of the Region:
- a) The TDM Plan shall include a TDM recommendations checklist that summarizes the programs and measures, responsibility of the applicant, and the estimated costs for these recommendations; and,
 - b) The TDM shall include a TDM communication strategy, to communicate and notify the Region and the Town of Richmond Hill to effectively deliver the Information Packages and pre-loaded PRESTO Cards to residents. This strategy shall also include a physical location for distribution of the Information Packages and pre-loaded PRESTO Cards.
73. 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. The Owner shall satisfy Development Engineering that it will implement the recommendations of the functional transportation report/plan as approved by Development Engineering.
74. 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:
- a) Plan and Profile for Leslie Street and any intersection(s);
 - b) Grading and Servicing;
 - c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
 - d) Construction Access Design;

- e) Utility and underground services Location Plans;
- f) Signalization and Illumination Designs;
- g) Line Painting;
- h) Traffic Control/Management Plans;
- i) Erosion and Siltation Control Plans;
- j) Landscaping Plans, including tree preservation, relocation and removals; and,
- k) Requirements of York Region Transit/Viva.

75. 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 Leslie Street 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.
76. Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Regional Corporate Services Department and illustrated on the Engineering Drawings.
77. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Regional Corporate Services Department, 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.
78. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Regional Corporate Services Department that elevations along the streetline shall be 0.2 metres above the centreline elevations of the Regional road, unless otherwise specified by the Regional Corporate Services Department.
79. Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
 - a) All existing woody vegetation within the Leslie Street right-of-way;
 - b) Tree protection measures to be implemented on and off the Leslie Street right-of-way;
 - c) Any woody vegetation within the Leslie Street right-of-way that is proposed to be removed or relocated. However, it is to be noted that tree removal within Leslie Street right-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; and,
 - d) A planting plan for all new and relocated vegetation to be planted within the Leslie Street right-of-way, is 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 and included in the Subdivision Agreement, they will require the approval of the Town and be supported by a Maintenance Agreement between the Town and the Region for Town maintenance of these features; any such Maintenance Agreement should indicate that where the area municipality does not maintain the feature to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.

80. 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 the Regional Corporate Services Department recommending noise attenuation features.
81. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Regional Corporate Services Department, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Regional Corporate Services Department.
82. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Regional Corporate Services Department, 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.
83. 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."
84. Where noise attenuation features will abut the Leslie Street right-of-way, the Owner shall agree in the Subdivision Agreement, in wording satisfactory to York Region's Corporate Services Department, as follows:
 - a) That no part of any noise attenuation feature shall be constructed on or within the Leslie Street right-of-way;
 - b) That noise fences adjacent to the Leslie Street right-of-way 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,
 - c) That maintenance of the noise barriers and fences bordering on the Leslie Street right-of-way shall not be the responsibility of York Region.
85. 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:
 - a) A widening across the full frontage of the site where it abuts Leslie Street of sufficient width to provide a minimum of 20.5 metres from the centreline of construction of Leslie Street;
 - b) 15 metre by 15 metre daylight triangles at the intersection of Leslie Street and Street "B"; and,
 - c) Subject to the conclusions of the transportation report, an additional 2.0 metre widening, 40.0 metres in length, together with a 60.0 metre taper for the purpose of a northbound right turn lane at the intersection of Leslie Street and Street "B".

86. 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.
87. The Region requires the Owner to submit, in general 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 the 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 I 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.
88. The Owner shall also provide the Region's Community Planning and Development Services 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.
89. The Owner shall satisfy Development Engineering that it will be responsible for decommissioning 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.

90. The Owner shall satisfy Development Engineering that prior to the development approval of Blocks 1 and 2, that access to Blocks 1 and 2 shall be via the internal road network and that direct access to Leslie Street will not be permitted.
91. Prior to final approval, the Owner shall demonstrate to the satisfaction of Development Engineering that Street "B" shall be designed to intersect Leslie Street at a right angle, or on a common tangent, and shall be located directly opposite any planned roadway on the west side of Leslie Street.
92. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that the throat width of Street "B" shall be designed to accommodate the recommendations of the transportation report approved by York Region.
93. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that pedestrian access to Leslie Street shall be provided from the internal road network.
94. Prior to final approval, the intersection of Street "B" with Leslie Street shall be designed to the satisfaction of Development Engineering with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by Development Engineering.
95. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Regional Corporate Services Department, that all local underground services will be installed within the area of the development lands and not within the Leslie Street road allowance. If a buffer or easement is needed to accommodate the local services adjacent to the Leslie Street right-of-way, the Owner shall provide a satisfactory buffer or easement to the area municipality, at no cost to the Region.
96. The Owner shall satisfy York Region that the Owner will be responsible for determining the location of all utility plants within the Leslie Street right-of-way and for the cost of relocating, replacing, repairing and restoring any 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.
97. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to Development Engineering, that Leslie Street and 19th Avenue, west of this development, are both permanent half load restricted roads and are 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.
98. Prior to final approval, the Owner shall satisfy the Regional 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 roadways 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 roadways that will have transit services.

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

- Leslie Street
- 19th Avenue
- Street "A"
- Street "B"

99. Prior to final approval, the Owner shall satisfy the Regional 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 roadway as follows:

- From Block 74 to Leslie Street
- From Block 74 to 19th Avenue

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

100. The Owner shall satisfy the Regional Transportation Services Department that it will convey lands to the local municipality to provide for such pedestrian access connection referred to in Condition 99 above.

101. The Owner shall satisfy the Regional Transportation Services Department that the services to be installed within or in conjunction with the Plan will provide the passenger standing areas/shelter pads identified below and shall be installed to the satisfaction of the local municipality and York Region Transit. The Region confirms that all such passenger standing areas/shelter pads shall be owned and maintained by the Region and that the local municipality shall have no responsibility for those, notwithstanding that they may be included in the Subdivision Agreement.

Subject to approval by YRT/Viva, passenger standing areas and shelter pads shall be provided at the following locations:

ON Street	AT Street	Location	Standard	Traffic Signal Request
Leslie Street	Street "B"	Southeast corner	YRT-1.03	Yes
19 th Avenue	19 th Avenue	Southwest corner	YRT-1.03	-
Street "A"	Street "B"	Northwest corner	YRT-1.01	-

The passenger standing areas/shelter pads shall be provided at no cost to York Region and shall be provided concurrently with construction of necessary sidewalks. The Owner may apply for a development charge credit, in accordance with the York Region - Road Works development charge credit guideline for passenger standing areas and shelter pads.

Landscaping should not interfere with the bus stops, passenger standing areas, shelters or corner sightlines. Bus stops located in front of the employment areas shall be incorporated into the landscape design.

The bus stop locations determined during the design phase are subject to change. Prior to construction of the passenger standing areas/shelter pads, the Owner / consultant shall

confirm with YRT/Viva the final bus stop locations/requirements. The Owner/consultant is to contact YRT/Viva Facilities Supervisor (tel. 905-762-2111) to confirm final details.

102. 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.
103. Street "A" and Street "B" shall be designed to accommodate transit vehicles to the satisfaction of the area municipality and York Region Transit. The minimum pavement width for transit vehicles is 3.5 m. The minimum curb radius for transit vehicles is 15 m. These standards are according to the Canadian Transit Handbook and the Ontario Urban Transit Association.
104. The Owner shall satisfy the Regional Transportation Services Department that it will advise all potential purchasers of the existing and future introduction of transit services in this development as identified in Condition 103. This includes current and potential transit routes, bus stops and shelter locations. This shall be achieved through distribution of information / marketing materials (YRT/Viva route maps, Future Plan maps & 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.
105. The Owner shall satisfy the Regional Transportation Services Department that the services to be installed within or in conjunction with the Plan will include illumination in accordance with the local municipality's design standards along all streets which have or will have transit services, sidewalks, pedestrian access and bus stop locations.
106. Prior to final approval, the Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department.
107. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise; Regional Development Charges are payable prior to final approval in accordance with By-law # 2012-36.

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108. That *prior to* any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
 - a) The final Environmental Impact Study (EIS), be provided to the satisfaction of the TRCA.
 - b) The final Environmental Management Plan (EMP), including a dynamic Adaptive Management Plan, be approved to the satisfaction of the TRCA.
 - c) An updated and consolidated, site specific detailed engineering report that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan, and TRCA requirements. This report shall include:
 - i. plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how target flows as

identified in the related hydrologic studies within the approved MESP will be achieved during and post-development;

- ii. appropriate Stormwater Management Practices (SWMP's) to be used to treat stormwater, to mitigate the impacts of development on the quality of ground and surface water resources (including thermal impacts) which demonstrates how it relates to terrestrial and aquatic species and their habitat, in addition to natural features and systems, and the existing ecological function of the headwater drainage features to be maintained;
- iii. proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas and/or discharge to wetland areas during and after construction, in accordance with current Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and an ESC report must address phasing and staging, demonstrate how impacts to the NHS will be minimized and contingency measures within the EMP Adaptive Management Plan;
- iv. location and description of all outlets and other facilities, including grading or site alterations, development, infrastructure and watercourse alterations (on and off of the subject property), which are required to service or facilitate the development of the subject lands, which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, with all supporting technical information;
- v. the integration of LID measures and the employment of source and conveyance controls to mimic to the extent possible, pre-development hydrology to the satisfaction of the TRCA. Multiple LID measures shall be used as part of an overall treatment train approach to benefit the stormwater management system to the satisfaction of TRCA;
- vi. mapping of all proposed stormwater management measures with consideration for minimizing the extent of the existing vegetation to be disturbed, grade differentials and extent and depth of grading required for construction;
- vii. identification and quantification of the specific measures that are being employed, and the analysis that has been completed to ensure that there will be no predicted erosion related impacts on downstream areas (during and post construction), which are to be integrated into the stormwater management plan to the satisfaction of the TRCA. The report must specifically identify in detail, the potential for downstream erosion associated with flows generated from this development (erosion threshold analysis) and provide a suite of mitigation measure if required;
- viii. detailed design of all proposed infiltration and low-impact development measures that are to be employed, demonstrating that TRCA's requirements, which include but are not limited to quality and quantity requirements, have been satisfied and how the receiving stormwater management ponds are being managed during the construction phase while some or all of the LIDs are not in operation. Should the LIDs be constructed in the first phase of development, the report should also identify how the LIDs will be maintained during and after construction to ensure they function in accordance with the intended design parameters;

- ix. all stormwater outfalls, outflow channels and/or flow dispersal measures associated with stormwater management discharge, be designed to incorporate TRCA's design guidelines. This includes regard for additional enhancements to water quality, quantity control, mitigation of thermal impacts to the receiving habitat, reduce potential erosion and maximize potential infiltration, and integrate naturalized outlet channels or constructed wetlands where applicable, to the satisfaction of the TRCA;
- x. demonstrate how the pre-development drainage patterns are being preserved, post-development (to the greatest extent possible), in accordance with the approved MESP. The report shall include an impact mitigation report which demonstrates how construction and development shall minimize the potential impacts of the flow diversion on the natural systems on or off the subject property, and including any broader impacts upon the sub watershed. Alterations to the approved drainage patterns in the MESP to any natural feature will require a reassessment of the HSPF model calibration to demonstrate how the feature based water balance is maintained;
- xi. all applicable plans illustrating that all works, including all grading, site alterations, construction staging, or materials associated with these activities, will not encroach or be placed on lands owned by the TRCA, Town of Richmond Hill, or lands to be conveyed to a public agency as part of this plan of subdivision, save and except for those areas specifically provided for in these conditions;
- xii. detailed site water balance and feature-based water balance reports which identify measures that will be implemented during construction and post-construction to demonstrate how the development meets the water budget for their site and how the proposed mitigations will not have a negative impact on the overall site water budget:
 - the integration of low impact development measures and the employment of source and conveyance controls to mimic pre-development surface and groundwater water balance to the extent possible, to the satisfaction of the TRCA;
 - detailed modelling schematic and detailed modelling outputs as well as hydraulic calculations to verify the overland flow route conveyance capacity for the 2 to 100 year peak flow from Provincially Significant Wetland Unit 33 ("PSW 33") to Provincially Significant Wetland Unit 34 ("PSW 34").
 - the feature based water balance report shall demonstrate the pre to post development (unmitigated) and post development (mitigated) will not negatively impact the groundwater levels of PSW 33. The report shall include supporting detailed calculations and modelling outputs;
 - the feature based water balance report shall provide pre-development wetland monitoring information for PSW 33. The Owner shall also provide monitoring information for these features during construction and post construction as continuous data logging, compiled monthly and submitted to TRCA on a quarterly basis in accordance with the Adaptive Management Plan;
 - maintain pre-development flow regimes and hydroperiods (e.g. quality, volume, rate, duration, timing, frequency and spatial distribution of water) to significant natural features - including but not necessarily limited to wetlands, watercourses, woodlands;
 - provide for on-site retention of stormwater management to the satisfaction of the TRCA;
 - mitigate against any potential on-site or downstream erosion associated with the

- stormwater management system and maintain (not exceed) target flows to downstream wetlands and watercourses; and,
- provide a suite of proposed mitigations which follow the principles of the MESP, whereby the peak flow rates, volumes, and hydroperiod of the features will be mitigated in subsequent design stages to match the existing conditions;
- xiii. provide an Environmental Management Plan (EMP) which shall include an Adaptive Management Report and Plan (ADP) provides a comprehensive monitoring program associated with adjacent wetlands where the pre-development catchment area is being altered through this development, and watercourses to which stormwater from this property is being discharged. This report must compile all available pre-development/baseline monitoring information, provide for on-going pre-development monitoring where possible, and provide a plan with measures to be implemented for maintaining the pre-development water balance (in accordance with the requisite water balance reports) during construction, and post-construction to the greatest extent possible. In the absence of sufficient pre-development monitoring, this report must also identify contingency measures and specific actions that may be taken within the development area to supplement and/or modify the quantity and quality of flows being directed to each impacted feature on an on-going basis, should the monitoring program identify that the pre-development conditions and/or pre-development wetland characteristics are being adversely impacted, to the satisfaction of the TRCA. The Adaptive Management Report must also include a specific section including an assessment of potential options for addressing unanticipated results of the monitoring – such as erosion downstream of the stormwater management outlet;
 - xiv. that a contingency plan be prepared and submitted as a component of the EMP for review and approval by the TRCA prior to earthworks being undertaken, in such case as the ORAC is breached during any construction/excavation works. The Plan shall outline potential measures for reconstruction of the till cap in the event of unexpected bottom heave/excavation into the underlying Oak Ridges Moraine Aquifer occurs;
 - xv. that the comprehensive monitoring plan within the AMP, including monitoring of low impact development measures, to the satisfaction of the TRCA and Town of Richmond Hill. This monitoring plan must include monitoring throughout construction and post-construction for a duration that is satisfactory to the TRCA and Town of Richmond Hill;
 - xvi. provide a water balance monitoring report, which details a monitoring program to assess the functioning and effectiveness of proposed stormwater LID (in accordance with the MESP), source and conveyance measures. The additional engineering information shall demonstrate the LID's generally proposed to be located outside of the PSW Buffer limits are appropriately sized to maintain the required volume and seasonal hydroperiods necessary to meet the needs of the Feature Based Water Balance Requirements for PSW 33. The requisite funding for the long-term monitoring of this system (3 years once the facility is operational) shall be provided to the satisfaction of the TRCA and the Town through the Subdivision Agreement;
 - xvii. provide a ground water constraint assessment that will examine existing and proposed ground water levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. Interactions between untreated (or insufficiently treated) surface and groundwater, shallow ground water,

and dewatering requirements must be identified, with refinements and/or revisions made as necessary to the stormwater management system to mitigate against any potential impacts, to the satisfaction of the TRCA. No permanent dewatering of groundwater or interflow associated with any component of this development shall be permitted. The need for liners associated with the stormwater management system shall be assessed, and suitable liners shall be provided where necessary. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated;

- xviii. foundations or basements shall not be permitted within the IMEE unless it can be demonstrated that excavation for the foundations and private servicing of the lots shall not go beyond the safe excavation depths, and the lot will not require active permanent dewatering. Passive permanent dewatering such as foundation drains may be permitted subject to collected groundwater directed into a 3rd pipe to promote infiltration or appropriately convey the groundwater to the Natural Heritage Features. The HSPF model will be required to be updated and the Feature Based Water Balance should be updated to account for the additional groundwater inputs;
 - xix. Information detailing all anticipated temporary dewatering that may be required during the construction phase, including anticipated volumes, duration, discharge locations, and filtration media - as required, to the satisfaction of the TRCA, for the purposes of determining whether a TRCA permit, PTTW, MNRF permit, and/or Fisheries Act review is required; and,
 - xx. For areas in which the pre-development catchments of adjacent wetland features are being affected by this development, an assessment of phasing opportunities related to grading work and temporary dewatering be undertaken, including undertaking additional continuous groundwater and surface water level monitoring of all PSW's during construction, and data to be compared against existing conditions to ensure that no groundwater impacts are observed in accordance with the MESP.
- 109. All outstanding issues as itemized in Appendix 'A' of the January 24, 2018 correspondence prepared by the TRCA be addressed to the satisfaction of the TRCA.
 - 110. That the applicant attain all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required, and those related to any associated infrastructure or stormwater management works required to support this development that may be located off of the subject property.
 - 111. To preserve the limits of the natural heritage feature adjacent to the stormwater management pond blocks, the Owner is hereby notified that any lots or blocks abutting Block 17 may be subject to adjustment should additional tablelands be required to accommodate revisions to the stormwater management ponds to meet TRCA requirements.
 - 112. Provide detailed grading plans for the subject lands illustrating how grade differentials will be accommodated without the use of retaining walls within or adjacent to natural feature blocks, associated environmental buffers or adjacent landowners not yet draft approved. No grading shall be permitted within any Natural Heritage Features. Grading encroachment within the established environmental buffers (as determined on a site by site basis) shall not be permitted unless otherwise agreed upon by the Town and the TRCA. Any proposed

retaining walls will be subject to justification, review and approval of the TRCA. All areas to be protected must be effectively isolated through fencing or other appropriate measures prior to any site alteration being initiated.

113. That the detailed design should provide stable slopes, with due consideration for TRCA's Healthy Soil Guidelines and restored with a robust planting plan, consistent with TRCA's planting guidelines, and to the satisfaction of the TRCA.
114. That a restoration and enhancement strategy be completed and planted to the satisfaction of the TRCA and the Town for all stormwater management ponds and environmental buffer lands within the NHS, and that an appropriate security be obtained through the Subdivision Agreement;
115. That the IMED be respected for all excavations and mitigated for all infrastructure works approved by the Town's Geotechnical Peer Reviewer. The landowner will conduct additional borehole and monitoring well investigations (as required) prior to construction to confirm the IMED and ensure all measures for safe construction are addressed.
116. That the potential need for sub-drains within the SWM ponds will be considered based on detailed geotechnical design requirements, approved by the Town and the Geotechnical Peer Reviewer. Should they be required, subdrains will be directed towards tributaries and wetland features in accordance with the approved EMP which addresses Feature Based Water Balance.
117. That the location of all stormwater management ponds and associated outfalls within TRCA's regulated areas must be documented in the EMP how the ecological impacts have been mitigated with respect to grading, the extent of the disturbed area, and the quality and quantity of stormwater conveyance to the receiving watercourses.
118. That all stormwater outlets and outflow channels and/or flow dispersal measures associated with stormwater management discharge be naturalized and designed to incorporate TRCA's design guidelines. This includes regard for additional enhancements to water quality, quantity control, thermal impacts mitigation to receiving habitat, reduce potential erosion and maximize potential infiltration, and integrate naturalized outlet channels or constructed wetlands, riparian plantings, micro-topography creation and similar measures where feasible to achieve these objectives.
119. That all calculations and modeling prepared for the stormwater management, erosion assessment, water balance, and floodplain assessment as part of the MESP will be confirmed and updated as part of the subsequent detailed design stages based on updated information on land-use, building envelopes, site imperviousness, and any area where more detailed information will be provided, reviewed and approved to the satisfaction of the TRCA.
120. That all buffers related to the floodlines be established based on the floodlines established from the proposed conditions. All proposed condition floodlines will be based on the updated hydraulic modeling.
121. The design and coordination of the spine servicing plans for the North Leslie Area be provided for review and approval to the satisfaction of the TRCA. Servicing within North Leslie must demonstrate that the alignment and location of the services are feasible with

due consideration to avoid natural features, and demonstrate the proposed works will have no negative impacts upon the ecological, hydrogeological and geotechnical concerns within the North Leslie Secondary Plan Area.

122. The implementing zoning by-law recognize all natural features, stormwater management and environmental buffer blocks in an environmental protection or other suitable zoning category which has the effect of prohibiting development and structural encroachment, and ensuring the long term preservation of the lands in perpetuity, to the satisfaction of the TRCA.
123. That the plan be red-lined revised in consultation with the TRCA and the Town to maintain a 30 metre environmental buffer from the rear lot line of Block 14.
124. Prior to the registration of this plan or any phase thereof, the Owner shall prepare a plan that addresses the removal and restoration of any historical, man-made intrusions to any lands to be conveyed into public ownership. This includes (but not limited to) the removal of tile drains, culverts, structures, fences, debris, etc. and the restoration of these areas to a natural state.
125. The Owner shall agree in the Subdivision Agreement, in wording acceptable to TRCA:
 - a. to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the integrated multi-disciplinary technical reports and plans referenced in TRCA's conditions, including but not limited to:
 - (i) MESP for North Leslie East;
 - (ii) Environmental Impact Study;
 - (iii) Environmental Management Plan;
 - (iv) Stormwater Management Plan;
 - (v) Functional Servicing Report;
 - (vi) Hydrogeological Reports;
 - (vii) Geotechnical Investigations;
 - (viii) Infrastructure Maintenance Manual and Groundwater Control Manual;
 - (ix) Erosion and Sediment Control Plan and Report; and,
 - (x) Restoration and Enhancement Plans for all NHS areas, SWM Pond blocks and associated Environmental Buffers.
 - b. to implement the requirements of the TRCA's conditions in wording acceptable to the TRCA;
 - c. to design, maintain and implement all stormwater management and on-site erosion and sediment control structures in accordance with the approved reports and drawings, and ensure they are operating in good repair during the construction period until assumption by the Town of Richmond Hill. All ESC measures shall be in accordance with current TRCA standards or other applicable standards (i.e. Silt Smarts) as may be required, to the satisfaction of the TRCA;
 - d. to obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA, in addition to all necessary permits and approvals from all applicable agencies;

- e. to implement all water balance/infiltration measures identified in the water balance study and feature based water balance that is to be completed for the subject property;
 - f. to design a comprehensive monitoring protocol and provide the requisite funding and permissions for the construction and long-term monitoring and maintenance of the water balance and infiltration measures on this site to the satisfaction of the TRCA;
 - g. to provide an Infrastructure Maintenance Manual and Groundwater Control Manual for review and approval to the satisfaction of the TRCA and the Town;
 - h. to erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting lands to be conveyed to the public authority, prior to occupancy of any homes within that lot or block;
 - i. all slopes be designed to be at a stable incline, without the use of retaining walls (to the greatest extent possible) with due consideration for TRCA's Healthy Soil Guidelines within all buffer areas, and restored with a robust planting plan, consistent with TRCA's planting guidelines, and to the satisfaction of the TRCA;
 - j. to provide for the warning clauses and information identified in TRCA's conditions;
 - k. that, where required to satisfy TRCA's conditions, development shall be phased within this Plan; and,
 - l. that prior to a request for registration of any phase of this subdivision – should registration not occur within 10 years of draft approval of this plan - that the Owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet current day requirements, and that the Owner update any studies, as required, to reflect current day requirements.
126. That Block 18 and 19, being blocks containing provincially significant wetlands, floodplain and the natural heritage system, shall be conveyed into public ownership through the Subdivision Agreement, prior to or upon registration of the subdivision plan.
127. That the Owner shall provide a planting and restoration/enhancement plan of the natural heritage system blocks and associated buffers in accordance with plans approved by the TRCA, and financially secured through the Subdivision Agreement. The security shall be based on an estimate provided by the owner for construction, monitoring and vegetation warranties to the satisfaction of the Town and TRCA, and shall be released upon substantial completion and final inspection to the satisfaction of the Town.
128. That prior to registration of the Draft Plan, the limits of the Regional Floodplain shall be confirmed through a HEC RAS floodplain modelling and mapping update to the satisfaction of the TRCA.
129. That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for lots or blocks adjacent to Natural Heritage System Blocks which identifies the following:
- a. The Owners are advised that the rear lot and/or side lot are adjacent to environmental protection lands which are regulated by the Toronto and Region Conservation Authority. This publicly owned environmental protection area will be maintained in a naturalized

state. A future trail may be located within all or a part of this area. Please note that uses such as private picnic, barbeque or garden structures, garden areas, storage of materials and/or the dumping of refuse are not permitted on these lands. In addition, private access to the environmentally protected lands, such as private gates, is prohibited.

130. That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for all private lots or blocks with respect to groundwater conditions in the area which identifies the following:
 - a. Owners are advised that the land within the North Leslie Secondary Plan area is subject to high groundwater conditions and upward hydraulic pressure from the underlying Oak Ridges Moraine Aquifer Complex. It is the Owner's responsibility to undertake due diligence with the Town of Richmond Hill and the Toronto and Region Conservation Authority prior to any site alteration, grading, or excavation of privately owned lands to ensure the overlying soils will sufficiently maintain a safe depth of soil to ensure the aquifer is not breached. The Owner is advised this may preclude the ability to install any works which require excavations, including but not limited to in-ground swimming pools and/or basement walkouts. For any proposed excavations, an assessment may be required to be completed by a qualified hydrogeologist or geoscientist.
131. To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including LID measures) prior to assumption of the subdivision by the Town of Richmond Hill. And, to include appropriate clauses in all agreements of purchase and sale and/or condominium agreements, for lots or blocks on which stormwater management / LID measures are being constructed to identify the presence of such measures and to clearly identify the Owners responsibilities for long-term maintenance, and any restrictions to uses on any portion of their property that these may require.
132. That the size and location of all proposed stormwater management blocks (to which the subject lands drain) and all LID measures be confirmed to the satisfaction of the TRCA. And, if required to meet TRCA requirements, red-line revisions be made to the plan to expand these blocks, or modify their size or configuration into surrounding lands within this subdivision which are currently proposed for development.
133. That the applicant provide confirmation with respect to location and design of the proposed outlets for the stormwater management ponds, with all supporting technical studies and analysis, to the satisfaction of the TRCA and Town of Richmond Hill.
134. That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions, or to meet current established standards in place as of the date of a request for registration of the Plan or any phase thereof.

TransCanada Pipelines

135. The conditions, restrictions or covenants specified by TransCanada shall be registered against title in relation to the "Lands" and the plan by way of application to register conditions, restrictions or covenants, as applicable, pursuant to the Land Titles Act, or any amendments thereto.

136. Written consent must be obtained from TransCanada prior to undertaking the following activities:
 - a. constructing or installing a facility across, on, along or under a TransCanada pipeline right-of-way. A facility may include, but is not limited to: driveways, roads, access ramps, trails, pathways, utilities, berms, fences/fence posts;
 - b. conducting a ground disturbance (excavation or digging) on TransCanada's pipeline right-of-way or within 30 meters of centreline of TransCanada's pipe (the "Prescribed Area");
 - c. driving a vehicle, mobile equipment or machinery across a TransCanada pipeline right-of-way outside the travelled portion of a highway or public road; and,
 - d. using any explosives within 300 meters of TransCanada's pipeline right-of-way.
137. In addition to the written consent noted above, a locate request must to the local one-call notification centre ("One-Call Centre") a minimum of three business days in advance of the construction, ground disturbance, or vehicle or mobile equipment crossing. The One-Call Centre will notify TransCanada to send a representative to mark the facilities, explain the significance of the markings and provide you with a copy of the locate report. TransCanada requests a minimum five business days' notice for any work involving explosives.
138. During construction of the site, temporary fencing must be erected and maintained along the limits of the right-of-way by the owner(s) to prevent unauthorised access by heavy machinery. The fence erected must meet TransCanada's specifications concerning type, height and location. The Owner is responsible for ensuring proper maintenance of the temporary fencing for the duration of construction.
139. Permanent fencing may be required along the limits of TransCanada's right-of-way. The fence erected must meet TransCanada's and the municipality's specifications concerning type, location, and height. Any excavations for fence posts on, or within 30 metres of the pipeline must be done by hand or hydro vac. There shall be no augers operated on the right-of-way. The Owner shall notify TransCanada 3 business days prior to any excavation for fence posts located on or within 30 metres of the pipeline. All fences made of metallic materials must be approved by TransCanada prior to being erected on or within 30 metres of the pipeline.
140. Storage of materials and/or equipment on TransCanada's right-of-way is not permitted.
141. Additional information (and approval by TransCanada) will be required for the SWM pond area which is adjacent to the pipeline right-of-way.
142. Original depth of cover over the pipelines within TransCanada's right-of-way shall be restored after construction.
143. The Owner will ensure drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover over the pipelines does not occur.
144. Any large scale excavation adjacent to the right-of-way, which is deeper than the bottom of the pipe, must maintain a slope of 3:1 away from the edge of the right-of-way.

145. TransCanada will perform a class assessment to determine whether or not a class upgrade is necessary. TransCanada is regulated by the National Energy Board Act and must comply with CSA Z662. If this development increases the population density in the area, has road or railway crossings etc., TransCanada may be required to perform an upgrade to comply with CSA Z662.
146. If a pipe replacement is necessary because of the proposed development, temporary work room shall be granted to TransCanada on terms and conditions to be (or as) negotiated. This work room will be adjacent to the existing easement and may be up to a maximum of 15m wide on either or both sides. No grading or landscaping of the work room should be undertaken until the replacement has been completed.
147. In no event shall TransCanada be held liable to the Owner respecting any loss of or damage to the Owner's Facility which the Owner may suffer or incur as a result of the operations of TransCanada. The Owner shall be responsible for all costs involved in replacing the Owner's facility damaged or removed during TransCanada's operations and shall indemnify and save harmless TransCanada from all actions, proceedings, claims, demands and costs brought against or incurred by TransCanada as a result of the presence of or damage to the Owner's facility on the TransCanada right-of-way.
148. All display plans in the lot/home sales office shall identify the TransCanada pipeline right-of-way corridor within the proposed linear park block(s).
149. The owner shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.

Ministry Of Culture

150. Prior to final approval, and prior to the initiation of any grading, the Owner shall carry out an archaeological assessment of the entire area within this draft Plan of Subdivision and shall prepare a report which will identify significant archaeological sites to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.
151. The Owner shall agree in the Subdivision Agreement that no development or grading shall occur on any site identified as being archaeologically significant by the assessment referred to in Condition 150, until archaeological excavations of all significant sites within any phase for which final approval is sought has been carried out to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.

Clearance Conditions

152. Final approval for registration may be issued in phases provided that all government agencies agree to registration by phases and provide clearances as required in Conditions 153 to 157 inclusive; clearances will be required for each phase proposed for registration by the Owner; furthermore, the required clearances may relate to lands not located within the phase sought to be registered.
153. The Town of Richmond Hill shall advise that Conditions 1-62 inclusive and 152 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

154. The Regional Corporate Services Department shall advise that Conditions 63 to 107 inclusive and 152 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
155. The Toronto and Region Conservation Authority shall advise that Conditions 108 to 134 and 152 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
156. TransCanada Pipelines shall advise that Conditions 135 to 149 inclusive and 152 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
157. The Ministry Culture shall advise that Conditions 150 to 152 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

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

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

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

DATE: