

Appendix	C
SRPRS	18.184
File(s)	D02-17026, D03-17006

The Corporation of the Town of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-07006

Cal-Leslie Developments Inc.

Part of Lot 4, Concession 2, E.Y.S.

Town of Richmond Hill

Town of Richmond Hill

Development Planning Division

1. Approval shall relate to a draft Plan of Subdivision prepared by KLM Planning Partners Inc., having Project No. P-2824, dated February 23, 2018, incorporating the following revisions:
 - a) any revisions, if necessary, to meet the requirements of York Region pursuant to Condition 74 herein; and,
 - b) any revisions, if necessary, to meet the requirements of the Toronto and Region Conservation Authority pursuant to Condition 94 herein.
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 comply to the applicable zoning by-law.
4. a) The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the Town and the York Region Planning and Development Services Department. 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.

- b) 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.
- 5. The Owner shall enter into a Sustainable Building Design Agreement, if required to do so by the Town, to implement the sustainability components approved as part of the allocation of municipal servicing capacity for the proposed development on the subject lands.

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 or open sides of 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 names 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 the 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, drainage purposes or grading/alteration (including placement or removal of fill material and retaining wall structures), 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, the 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, unless otherwise approved by the Commissioner.
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.
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:

- a) adequate sanitary sewage is available as determined by the Town and has been allocated, by the Town, to the plan; and,
- b) 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) for the West Gormley Secondary Plan Area and the Functional Servicing Report (FSR) prepared by CAN DEV CON Ltd.:
- 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 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;
 - c) 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;
 - d) 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 outlet(s) to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
 - e) Conveyance of all lands 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 West Gormley 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 water quantity, water quality, and erosion control;
 - b) the protection of groundwater quality and quantity including a water balance analysis and provision of low impact development measures to maintain predevelopment groundwater recharge;
 - c) the facility design, inspection, operation and maintenance procedures and associated costs;
 - d) monitoring plans, programs, equipment, procedures and associated costs required to address facility performance in accordance with the requirements of the Master Environmental and Servicing Plan (MESP) or Functional Servicing Report (FSR); 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, and the Town of Richmond Hill Stormwater Management Design Criteria. 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 performance monitoring program specified in the MESP or FSR and to provide appropriate securities to carry out or cause to be carried out the performance 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 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. The Owner shall agree in the Subdivision Agreement that Block 1 shall be shown as a block on the final plan and shall be developed only in conjunction with abutting lands. If the Owner acquires the abutting lands prior to the release of this draft plan for registration, the abutting lands may be combined with the said blocks and shown as lots within the final plan. Further, with respect to this restriction, the Owner shall provide and register restrictions under Section 118 and 119 of the Land Titles Act, satisfactory to the Town.
39. 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.
40. Prior to final approval of the Plan either;
- a) Draft plan 19T-03018 in the form approved by the Town (or OMB) shall be registered and adequate road access to Leslie Street adjacent to the Plan (to the south) shall have been provided, together with storm, sanitary and water services, to the satisfaction of the Town; or,
 - b) The lands to form the public highway adjacent to the Plan (to the south) shall have been conveyed to the Town without cost and free of encumbrances, and arrangements satisfactory to the Town shall be in place for the construction of road access to Leslie Street, together with storm, sanitary and water services.

Policy Planning Division – Park and Natural Heritage Planning Section

41. The Owner shall agree in the Subdivision Agreement to convey to the Town at no cost, Block 9 (for environmental protection purposes) and Block 10 (as a landscape buffer).
42. The Owner shall convey Blocks 9 and 10 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the Town.
43. The Owner shall agree in the Subdivision Agreement to remove from Block 9 any historical, man-made intrusions/structures and restore the lands to the satisfaction of the Town. This includes, but is not limited to, the removal of tile drains, culverts, structures, fences, and debris.
44. The Owner shall not undertake any of the following works without specific permission from the Town:
 - a) construction of permanent or temporary stormwater management facilities and/or storage of construction related debris or materials (including topsoil) in or on any park or natural heritage blocks identified within the draft plan;
 - b) installation of any subdivision services within parkland (other than those that are required to service the park itself); or,
 - c) construction or use of any temporary or permanent access routes through any park or natural heritage lands (other than those required to grade/service the park itself).
45. Prior to the removal or alteration of any trees, vegetation or environmentally significant features 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.
46. 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.
47. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Scoped Environmental Impact Study (prepared by Savanta, dated March 2018) as finally approved by the Town, to pay all costs associated with implementation, and to provide associated securities as

requested to guarantee undertaking of the work. In the event that construction of the subdivision does not commence within 3 years of draft plan approval, the Owner shall submit an update to the Natural Heritage Evaluation and to implement the recommendations of such update as approved by the Town.

48. The Owner shall agree in the Subdivision Agreement to remove all hazardous trees from within the plan area in a timely manner until such time as the above and below ground services associated with the subdivision are assumed.
49. Prior to execution of the Subdivision Agreement the Owner shall prepare and submit Landscape Plans which provide for the following items:
 - a) Landscaping traffic islands and circles;
 - b) Boulevard/street trees;
 - c) Planting, restoration and enhancement of all disturbed areas within Blocks 8 and 9, or as recommended in the approved Environmental Impact Statement/NHE;
 - d) Permanent chain link fencing consistent with Town standards, where parkland, valleylands, natural heritage lands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands;
 - e) Any landscaping indicated in the applicant's IGMS/Sustainability Metrics proposal;
 - f) Tree cover replacement; and,
 - g) 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.

50. 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.
51. The Owner shall agree in the Subdivision Agreement to maintain Block(s) 8, 9 and 10 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 Block(s) 8, 9 and 10 until such time as the above and below ground services associated with the subdivision are assumed.

52. 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 blocks, valleylands, valleyland buffers, stormwater management blocks, or park lands;
 - b) that it is the intention of the Town that all or part of the natural heritage lands 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,
 - c) that Block(s) 8 and 9 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.

Regional Municipality of York

Conditions to be Included in the Subdivision Agreement

53. The Owner shall save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
54. The Owner shall agree that that no direct private vehicular access is permitted onto Leslie Street. All vehicular accesses shall be provided through local roads.
55. The Owner shall agree to provide direct shared pedestrian/cycling facilities and connections from the proposed development to Leslie Street and Local Roads to support active transportation and public transit, where appropriate. A drawing showing the conceptual layout of active transportation facilities and connections internal to the site and to the Regional roads shall be provided.
56. The Owner shall agree in wording satisfactory to Development Engineering, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
57. The Owner shall agree in wording satisfactory to Development Engineering, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
58. 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."

59. Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
- a) That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
 - b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence; and,
 - c) That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.
60. The Owner shall agree in wording satisfactory to Development Engineering, to be responsible to decommission any existing wells on the Owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
61. The Owner shall agree in wording satisfactory to Development Engineering that the Owner will be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring 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.
62. The Owner shall agree in wording satisfactory to Development Engineering, that Leslie Street between Aurora Road and Bethesda Road and Leslie Street from south of Stouffville Road to north of Elgin Mills Road is a permanent half load road and is subject to the restrictions set out by the Region. The Owner shall further agree to apply for a half load exemption and to be bound by the conditions set forth in the half load exemption permit.

Conditions to be Satisfied Prior to Final Approval

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. Prior to final approval, the engineering drawing(s) showing the layout of the watermains and sewers shall be submitted to the Region for review by the Infrastructure Asset Management Branch.
66. Prior to final approval, the Owner shall provide a Transportation Demand Management (TDM) Plan to address the following comments, to the satisfaction of the Region:
 - a) The TDM Plan shall include a TDM communication strategy, to assist 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. The applicant is responsible for the coordination and for providing a venue for the distribution of PRESTO cards. Each event, approximately 4 hours of staff time, can serve approximately 100 residential units. The applicant shall coordinate specific event details with York Region/York Region Transit Staff allowing a minimum of 2 months' notice;
 - b) The TDM Plan shall include a TDM checklist that summarizes the programs and measures, estimated costs and responsibility of the applicant to implement TDM recommendations. Estimated costs for any items that are provided by the Region shall be identified as "To be Determined (TBD)"; and,
 - c) The TDM Plan shall include a drawing illustrating the proposed locations of the pedestrian/cycling connections to Leslie Street. This drawing will also identify the location of the available transit stops, where appropriate.
67. The Owner shall provide a set of engineering drawings/studies, for any works to be constructed on or adjacent to the Leslie Street right-of-way, to the Corporate Services Department, Attention: Manager, Development Engineering, that includes the following drawings/studies:
 - a) Plan and Profile for Leslie Street and any intersections;
 - b) Grading and Servicing;
 - c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
 - d) Functional Transportation Report/Plan;
 - e) Construction Access Design;
 - f) Utility and underground services Location Plans;

- g) Signalization and Illumination Designs;
 - h) Line Painting;
 - i) Traffic Control/Management Plans;
 - j) Erosion and Siltation Control Plans;
 - k) Landscaping Plans, including tree preservation, relocation and removals;
 - l) Requirements of York Region Transit/Viva;
 - m) Water distribution report; and,
 - n) Noise study.
68. Prior to final approval, the Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region right-of-way. Only those works located in their ultimate location based on the next planning upgrade for this right-of-way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
69. Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
70. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
71. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
72. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that the Owner will provide the installation of visual screening between Street "1" and Leslie Street, consisting of either a screening fence or a combination of a berm and appropriate planting, to a minimum of 1.8 metres in height, to be located within the right-of-way of Street "1". The Owner shall submit to Development Engineering for review and approval, landscape plans showing the proposed planting for headlight screening purposes.
73. 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 York Region road right-of-way;

- b) Tree protection measures to be implemented on and off the York Region road right-of-way to protect right-of-way vegetation to be preserved;
- c) Any woody vegetation within the York Region road right-of-way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road right-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;
- d) A planting plan for all new and relocated vegetation to be planted within the York Region road right-of-way, based on the following general guideline:

Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed in the York Region right-of-way by the Owner or the area municipality for aesthetic purposes they must be approved by Development Engineering and shall be maintained by the area municipality with the exception of the usual grass maintenance; and,

- e) For landscape features not maintained to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.
74. 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 18.0 metres from the centreline of construction of Leslie Street.
75. 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.
76. 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.

77. The Owner shall also provide the Region's Development Engineering 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.

78. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's right-of-way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
79. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.

Toronto and Region Conservation Authority

80. 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) A 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 will be achieved during and post-development;
 - (ii) appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources, including how it relates to terrestrial and aquatic species and their habitat, in addition to natural features and systems. The existing drainage patterns should be maintained, to the greatest extent possible, and the existing ecological function of all headwater drainage features is to be maintained, consistent with TRCA's Guidelines;
 - (iii) proposed methods for controlling or minimizing erosion and siltation on site and/or in downstream areas during and after construction, in accordance with the current Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included;
 - (iv) location and description of all outlets and other facilities, grading, 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) detailed mapping of proposed stormwater management measures, with consideration for existing vegetation to be disturbed, grade differentials and grading required;
 - (vi) the integration of low impact development measures and the employment of source and conveyance controls to mimic to the

extent possible, pre-development hydrology to the satisfaction of the TRCA; and,

- (vii) detailed design of all proposed infiltration and low-impact development measures that are to be employed, demonstrating that the requirements of the West Gormley MESP and TRCA's requirements, which include but are not limited to quality and quantity requirements, and hydrogeological requirements have been satisfied.
- b) Grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or directly adjacent to natural feature blocks or associated buffers. Grading into environmental blocks must be minimized to the extent feasible, and must be to the satisfaction of the TRCA.
- c) Plans illustrating that all works, including all grading, site alterations, construction staging, or materials associated with these activities, will not encroach or be placed within Block 8 (environmental), beyond that which is accepted by the TRCA.
- d) The subject property is subject to policy REC-1 clause 2 (a) and (b) in the CTC Source Protection Plan and requires the submission of a site-specific water balance assessment for review by TRCA staff (on behalf of the Town of Richmond Hill) to mitigate development related impacts to infiltration.
- e) A report detailing the sizing and design of the proposed Berczy External Drainage Capture and conveyance infrastructure. This report shall identify the drainage area to this inlet, the design parameters, sizing and anticipated maintenance of the inlet and conveyance infrastructure must be provided to the satisfaction of the TRCA. Should modifications be required to the size of the inlet or by-pass pipe to address TRCA's requirements, these shall be provided for in the proposed Plan. If deemed necessary by TRCA, redline revisions which may include modifications to proposed lots of blocks to accommodate the required infrastructure, will be required to the Plan to address these requirements.
- f) A Detailed Water Balance, Monitoring and Adaptive Management report and plan (which may be completed in association with adjacent properties) that must include a comprehensive assessment, and provide a monitoring program and adaptive management strategy associated with the adjacent wetlands. This report or reports shall include:
 - (i) Detailed water balance (including feature-based water balance) report that will identify measures that will be implemented during construction and post-construction to: mimic the pre-development surface and groundwater water balance to the greatest possible extent; 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. This study must provide detailed design of the system(s), and implementation information and measures, consistent with the West Gormley MESP.

Monitoring and mitigation proposed in the water balance report must be appropriate for the natural heritage features, flora and fauna. A component of the water balance report must include an ecological assessment of the sensitivity of the features and systems to variations, and potential impacts, and monitoring of boundary changes;

- (ii) A compilation of all available pre-development/baseline monitoring information, provide for on-going pre-development monitoring where possible, and utilizing the water balance report, 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 practicable extent. Should the report not integrate at least 3 years of pre-development monitoring, the report must include a strategy for collecting sufficient baseline data prior to site disturbance. 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 the wetlands 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. This report and plan must be consistent with the broader strategy for feature-based water balance and adaptive management addendum to the West Gormley MESP;
- (iii) A water balance monitoring report, which details a monitoring program to assess the functioning and effectiveness of proposed stormwater LID, source and conveyance measures. And, to provide the requisite funding for the long-term monitoring of this system (3 years once the facility is operational) to the satisfaction of the TRCA. A commitment to financing for the monitoring should be provided through the Subdivision Agreement; and,
- (iv) For areas in which the pre-development catchments of adjacent wetland features are being affected by this development, an assessment of phasing opportunities relating to grading work to, where feasible, allow for additional pre-development monitoring of the wetlands to be completed.

- g) 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. 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.

Prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof:

81. 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.
82. That all stormwater infrastructure (including inlets for capturing and conveying external drainage), including those associated with maintaining feature-based water balance to the wetlands on and adjacent to the property, be naturalized, be designed to incorporate TRCA's design guidelines. Where all such measures are to be located on lands to be dedicated to TRCA all measures must be designed to the satisfaction of TRCA.
83. That an adequate Environmental Impact Study (EIS) be completed for the subject property to the satisfaction of the TRCA.
84. That Block 8 be gratuitously dedicated to the TRCA, free of encumbrances. And, that the developer agree to register all easements as may be required by the Town for the purposes of access and maintenance of Berczy Creek External Drainage Capture infrastructure, prior to or concurrent with the dedication of lands to TRCA.
85. That fencing satisfactory to the TRCA shall be erected on the rear lot lines of all lots and blocks adjacent to the natural heritage system, including but not necessarily limited to Blocks 5-7, prior to occupancy of any of the associated dwellings.
86. That the Owner provides detailed plans for planting and enhancements within the Minimum Vegetation Protection Zones within Block 8 (Environmental). And, that the Owner commits to the implementation and monitoring of all planting and enhancements. A minimum three-year warranty period will be required for all plantings within Block 8.

87. That the Owner commits to monitor all grade transition slopes that are accepted within Block 8 for a period of three years subsequent to the completion of plantings. And, that the Owner commits to repair any areas in which erosion or slumping is evident or for which additional stabilization is required, to the satisfaction of the TRCA.
88. That the Owner agree in the Subdivision Agreement, in wording acceptable to the TRCA:
 - a) to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions, and to provide for any requirements as set-out in TRCA's conditions of draft approval, that extend beyond registration of this Plan;
 - b) to implement the requirements of the TRCA's conditions in wording acceptable to the TRCA;
 - c) to design and implement on-site erosion and sediment control in accordance with current TRCA standards;
 - d) to maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, and until assumption by the Town of Richmond Hill in a manner satisfactory to the TRCA;
 - e) to obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA, in addition to all necessary permits and approvals from the Ministry of Natural Resources and Forestry;
 - f) to implement all water balance/infiltration measures identified in the water balance study that is to be completed for the subject property;
 - g) to design a 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;
 - h) to provide for the warning clauses and information identified in TRCA's conditions;
 - i) that, where required to satisfy TRCA's conditions, development shall be phased within this Plan;
 - j) that prior to a request for registration of any phase of this subdivision - should this 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; and,

- k) to provide for all securities in favor of the TRCA, as may be required, for proposed works, including but not necessarily limited to grading, infrastructure and plantings, within Block 8, which is to be gratuitously dedicated to the TRCA.
89. That the implementing zoning by-law recognize all natural feature 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.
90. 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 units within Blocks 5-7, which identifies the following:
- a) that a Minimum Vegetation Protection Zone (MVPZ) buffer block is being provided between the rear lot line and the adjacent environmental protection lands, which will be owned by the Toronto and Region Conservation Authority. This buffer block is considered to be part of the publically owned environmental protection area, which is intended to be renaturalized, and will not be actively maintained. Mowing of this area will not be completed or permitted. Uses such as private picnic, barbeque or garden areas; storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. In addition, access to the adjacent TRCA lands through the subject property is not permitted. Private rear yard gates are prohibited.
91. That clauses be included in the purchase and sale agreement for all units within Blocks 6-7, identifying that the rear lot lines on the subject property are irregularly shaped. And, that the Owners acknowledge that they have been duly advised by this clause that the adjacent natural heritage lands are not available for purchase to regularize the rear lot lines or to add to their lot area. Accordingly, the Owner(s) must accept the dimensions of their lots and configuration as it exists at the time of purchase, as being the final size and configuration.
92. To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure, including the Berczy Creek External Capture infrastructure prior to the assumption of the subdivision by the Town of Richmond Hill.
93. That the size and location of all Low Impact Development (LID) stormwater management measures associated with this development be confirmed to the satisfaction of the TRCA. And, if required to meet TRCA requirements, red-line revisions be made to the plan to provide for necessary blocks within the Plan, or modify their size or configuration into surrounding lands within this subdivision which are currently proposed for development.
94. 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.

Ministry Of Culture

95. 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.
96. 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 95, 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

97. The Town of Richmond Hill shall advise that Conditions 1-52 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
98. The Regional Corporate Services Department shall advise that Conditions 53-79 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
99. The Toronto and Region Conservation Authority shall advise that Conditions 80-94 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
100. The Ministry Culture shall advise that Conditions 95 and 96 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 _____.

Commissioner of Planning and Regulatory Services
The Town of Richmond Hill

Date: