

Appendix	C
SRPRS	19.064
File(s)	D02-03044 D03-03010

The Corporation of the Town of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-03010

Earlglen Investments Inc.

Part of Lot 30, 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-2379, dated July 18, 2018, incorporating the following revisions:
 - a) any revisions, if necessary, to meet the requirements of York Region pursuant to Condition 83 herein;
 - b) any revisions, if necessary, to meet the requirements of the Toronto and Region Conservation Authority pursuant to Condition 111 herein; and,
 - c) any revisions, if necessary, to meet the requirements of the Town of Richmond Hill and York Region with respect to Blocks 60 and 61 (Buffer), pursuant to Conditions 34 to 37 inclusive and 75 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, watermain, 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 street lighting.
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 hydrogeological 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 (MESP) for the North Leslie West Secondary Plan area and the Functional Servicing Report (FSR) prepared by Schaeffer's Consulting Engineers Ltd., dated November 2016 and amended February 2017 and July 2018.
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 North Leslie West Secondary Plan Area and the Functional Servicing and Storm Water Management Report (FSR) prepared by Schaeffer's Consulting Engineers Ltd.:
- a) Construction of one primary means public road access from 19th Avenue to the plan, 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 Bayview Avenue, or Leslie Street, or Elgin Mills Road East to the south of the plan, 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 Local Planning Appeal Tribunal (LPAT).
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) for the North Leslie West Secondary Plan Area and the Functional Servicing Report (FSR) prepared by Schaeffer's Consulting Engineers Ltd.; 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 Storm Water 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 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, watermains 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 hydrogeological conditions in accordance with the soils report for the plan and in accordance with the findings and recommendations of the Master Environmental Servicing Plan for the North Leslie West Secondary Plan area.

40. The Owner shall agree in the Subdivision Agreement that Block 53 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 block 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.

Policy Planning Division – Park and Natural Heritage Planning Section

41. The Owner shall convey to the Town Park Block 55 on the Draft Plan, which shall be no less than 1.483 hectares. The Owner shall agree in the Subdivision Agreement that parkland dedication obligations associated with this Plan of Subdivision are in accordance with the North Leslie West Master Parks Agreement.
42. Prior to registration of any phase of the plan, the Owner shall enter into a Master Parks Agreement with the Town and provide to the Town, a clearance letter from the Trustee for the North Leslie West Landowners Group, confirming adherence to the North Leslie West Master Parks Agreement.
43. The Owner shall agree in the Subdivision Agreement to convey to the Town at no cost, stormwater management Block 54, Park Block 55, natural heritage system Blocks 58 and 59 (for environmental protection purposes) and Open Space Blocks 56 and 57 free and clear of all encumbrances and/or encroachments unless directed in writing by the Town.
44. Prior to registration of the plan, the Owner shall submit a Phase 1 Environmental Site Assessment (ESA) for Blocks 54 through 59 carried out consistent with the Canadian Standards Association Standard Z768-01. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Phase 1 Environmental Site Assessments including the undertaking of a phase II ESA and/or a remedial plan, if such work is recommended) and to pay for all costs associated with the implementation. Any required ESA/Remedial Plan should not contain a limitation upon the right of the Town to rely upon it and/or the information contained therein.
45. The Owner shall agree in the Subdivision Agreement to remove from the Park Block, Natural Heritage and Open Space lands (Blocks 55 through 59) any historical, man-made intrusions/structures and restore the lands to the satisfaction of the TRCA and/or the Town. This includes, but is not limited to, the removal of tile drains, culverts, structures, fences, fill piles and debris.
46. 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).
47. 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.
48. 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.
49. Prior to registration of the plan, the Owner shall submit a Natural Heritage Evaluation to the satisfaction of the Town. The Owner shall agree in the Subdivision Agreement to implement the recommendations of Natural Heritage Evaluation 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.
50. 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.
51. Prior to execution of the Subdivision Agreement the Owner shall prepare and submit Landscape Plans which provide for the following items:
- a) Landscaping of traffic islands and circles;
 - b) Boulevard/street trees;
 - c) Planting, restoration and enhancement of all disturbed areas (Blocks 56 through 59);
 - d) Pedestrian/trail linkages and associated landscaping;
 - e) Entrance features;

- f) Any landscaping indicated in the applicant's IGMS/Sustainability Metrics proposal – 50 % of sidewalks will be shaded within 10 years of development, trees will be provided along both sides of the street at 9 metres or less between them, topsoil fertility and depth, and demonstrating ecological gain within the natural heritage system;
- g) Landscaping of the stormwater management block (Block 54);
- h) Landscape, topsoil depth and other measures necessary to maintain seasonal water balance in the key natural heritage features;
- i) Tree cover replacement; and,
- j) 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.

- 52. The Owner shall agree in the Subdivision Agreement to pay for all trees and planting within the road allowance in accordance with the policies of the Town. Note that the required Utility Coordination Plan must demonstrate that there is adequate space within the boulevard for planting street trees consistent with Town standards.
- 53. 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.
- 54. The Owner shall agree in the Subdivision Agreement to implement grading and servicing plans and utility coordination plans, which provide for:
 - a) Consistency with the recommendations of the approved Tree Inventory and Preservation Plan;
 - b) Grading within Park Block 55 to generally result in between two (2%) percent and five (5%) percent grade differential across the entire block;
 - c) Servicing of Park Block 55 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 55 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 55 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, open space blocks, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands;
 - g) Temporary post and wire fencing along the perimeter of Park Block 55 where it abuts road allowances or other potential access points, to prohibit access to such lands until such time as parkland improvements proceed; and,
 - h) Adequate space within the boulevard for planting street trees consistent with Town standards.
55. Following completion of the grading and servicing works referred to in Condition 54 above (and prior to application of the topsoil), the Owner shall 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 55 are consistent with approved plans.
56. The Owner shall agree in the Subdivision Agreement to provide topsoil on Park Block 55 to Town standards. Prior to application of the topsoil to Park Block 55 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.
57. The Owner shall agree in the Subdivision Agreement to sod/seed Park Block 55 if requested to do so by the Town.
58. The Owner shall agree in the Subdivision Agreement to install a sign on Park Block 55 notifying residents of the future park planned for the site and indicating that no dumping is permitted on the future park lands.
59. 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.
60. The Owner shall agree in the Subdivision Agreement to maintain Block(s) 54 through 59 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) 54 through 59 until such time as the above and below ground services associated with the subdivision are assumed.

61. 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 Park Block 55 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 Block 54 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 54, 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 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,
 - e) that Block(s) 54 through 59 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

62. The Owner shall agree to save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

63. 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 that any direct connection (temporary or permanent) to a York Region water or wastewater system requires Regional approval prior to construction.
64. The Owner shall agree to improve 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.
65. The Owner shall agree to provide the following, in regards to the 19th Avenue improvement, to the satisfaction of York Region:
 - a) Engineering drawings to 60% detail;
 - b) Detailed financial cost sharing arrangements of the construction cost to improve 19th Avenue; and,
 - c) The timeline for the completion of the 19th Avenue improvement works.
66. The Owner shall agree to implement all applicable infrastructure improvements related to the draft Plan of Subdivision based on the recommendations outlined in the Transportation Mobility Plan Study and in the MESP Transportation Study prepared by LEA Consulting, dated March 2016.
67. The Owner shall agree to construct Street "1" between the intersection 19th Avenue and Street "1" to the southern limit of the draft Plan of Subdivision as part of the first phase of this development.
68. The Owner shall agree to provide revised drawings showing a median island on Street "1" south 19th Avenue to the satisfaction of the Region.
69. The Owner shall agree to provide direct shared pedestrian/cycling facilities and connections from the proposed development to 19th Avenue and local/collector roads to support active transportation and public transit, where appropriate.
70. The Owner shall agree, prior to the development approval of Block 53 that vehicular access from Block 53 to 19th Avenue will not be permitted and must be obtained through the lands to the east. Vehicular access to Block 53 must be obtained through the internal road network of the abutting property to the east.
71. The Owner shall agree in wording satisfactory to the Corporate Services Department, 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.
72. The Owner shall agree in wording satisfactory to the Corporate Services Department, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Corporate Services Department.

73. The Owner shall agree in wording satisfactory to the 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.
74. The following warning clause shall be included 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".
75. Where noise attenuation features will abut the 19th Avenue/Bayview Avenue right-of-way, the Owner shall agree in wording satisfactory to York Region's Corporate Services Department, as follows:
- a) No part of any noise attenuation feature shall be constructed on or within the 19th Avenue/Bayview Avenue right-of-way;
 - b) Noise fences adjacent to 19th Avenue/Bayview Avenue 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;
 - c) Maintenance of the noise barriers and fences bordering on the 19th Avenue/Bayview Avenue right-of-way shall not be the responsibility of York Region; and,
 - d) Any landscaping provided on the 19th Avenue/Bayview Avenue right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by the Corporate Services Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.
76. The Owner shall agree in wording satisfactory to the Corporate Services Department that the Owner will be responsible for determining the location of all utility plants within the 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.

77. The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services in this development. This includes current and potential transit routes, bus stops and shelter locations.

Conditions to be Satisfied Prior to Final Approval

78. 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.
79. 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.
80. 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.
81. A drawing showing the conceptual layout of active transportation facilities and connections internal to the site and to the Regional roads shall be provided. This shall include pedestrian facilities and connections from Street "1" and Street "2" to 19th Avenue.
82. The Owner shall provide a Transportation Mobility Plan Study to the satisfaction of the Region.
83. The Owner shall convey the following lands 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 19th Avenue of sufficient width to provide a minimum of 20.5 metres from the centreline of construction of 19th Avenue;
 - b) A widening across the full frontage of the site where it abuts Bayview Avenue in accordance with the Minutes of Settlement dated July 18, 2012;
 - c) A 15.0 metre by 15.0 metre daylight triangle at the southeast and southwest corners of 19th Avenue and Street "1";
 - d) A 15.0 metre by 15.0 metre daylight triangle at the southeast corner of 19th Avenue and Bayview Avenue; and,
 - e) A 0.3 metre reserve across the full frontage of the site, where it abuts 19th Avenue/Bayview Avenue and adjacent to the above noted widening and daylighting triangles.
84. In order to determine the property dedications (if any) required to achieve the ultimate right-of-way width of 19th Avenue and/or Bayview Avenue abutting the subject site, the applicant shall submit a recent plan of survey for the property

that illustrates the existing centre line of construction of 19th Avenue and of Bayview Avenue.

85. 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 any lands to York Region.
86. The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the *Environmental Protection Act* and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no 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, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.

The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.

87. The Owner shall provide a set of engineering drawings/studies, for any works to be constructed on or adjacent to the 19th Avenue/Bayview Avenue right-of-way,

to the Corporate Services Department, Attention: Manager, Development Engineering, that includes the following drawings/studies:

- a) Plan and Profile for Bayview 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.
88. The location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Corporate Services Department and illustrated on the Engineering Drawings.
89. The Owner shall demonstrate, to the satisfaction of the Corporate Services Department, that all existing unused 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.
90. The Owner shall demonstrate, to the satisfaction of the Corporate Services Department that elevations along the ultimate streetline shall be 0.3 metres above the centreline elevations of 19th Avenue/Bayview Avenue, unless otherwise specified by Corporate Services Department.
91. The Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
- a) All existing woody vegetation within the 19th Avenue/Bayview Avenue right-of-way;
 - b) Tree protection measures to be implemented on and off the 19th Avenue/Bayview Avenue right-of-way to protect right-of-way vegetation to be preserved;
 - c) Any woody vegetation within the 19th Avenue/Bayview Avenue right-of-way that is proposed to be removed or relocated. However, it is to be noted that tree removal within the 19th Avenue/Bayview Avenue 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 19th Avenue/Bayview Avenue 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 Regional 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.

92. 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 Corporate Services Department recommending noise attenuation features.
93. The Owner shall demonstrate, to the satisfaction of the Corporate Services Department that Street "1" shall be designed to intersect 19th Avenue at a right angle.
94. The Owner shall demonstrate, to the satisfaction of the Corporate Services Department, that the throat width of Street "1" shall be designed to accommodate one 5.0 metre inbound lane and two 3.5 metre outbound lanes for a distance of 60.0 metres from the widened limit of 19th Avenue.
95. The intersection of Street "1" and 19th Avenue shall be designed to the satisfaction of the Corporate Services Department with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by the Corporate Services Department.
96. The Owner shall demonstrate, to the satisfaction of the Corporate Services Department, that all local underground services will be installed within the area of the development lands and not within the 19th Avenue/Bayview Avenue road allowance. If a buffer or easement is needed to accommodate the local services adjacent to the 19th Avenue/Bayview Avenue right-of-way, then the Owner shall provide a satisfactory buffer or easement to the area municipality, at no cost to the Region.
97. 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 have/will have transit services.

Existing YRT/Viva transit services operate on the following roadway in the vicinity of the subject lands:

- Bayview Avenue

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

- 19th Avenue

98. 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.
99. 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.
100. 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

101. 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 approved 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) A development phasing plan illustrating the various phases of development and associated timing of construction to implement the draft plan be provided to the TRCA. Temporary stormwater management schemes should be included for lots and blocks which drain to lands which do not form part of this draft plan;
 - d) A detailed engineering report or technical memo confirming how targets (i.e. quantity, quality, thermal impacts, downstream erosion thresholds) have been updated and/or refined to reflect the detailed design stage, as

identified in the related detailed studies within the approved MESP, to the satisfaction of the TRCA. The report will include:

- (i) 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;
- (ii) 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;
- (iii) mapping of all proposed Low Impact Development measures with consideration for existing vegetation to be disturbed, grade differentials and extent and depth of grading required for construction;
- (iv) 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 (which may or may not be located on this property) 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;
- (v) the size and location of all LID measures associated with this development be confirmed to the satisfaction of the TRCA. If required to meet TRCA requirements, red-lined revisions be made to the plan to provide for necessary blocks within the Plan. This may require modifications to the size or configuration of the LID into surrounding lands within this subdivision which are currently proposed for development; and,
- (vi) no foundations or basements shall 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 or equivalent 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.

- e) Detailed grading plans shall be provided 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;
- f) All buffers related to the floodlines be established based on the revised floodlines as a result of the works undertaken by the Region of York and the realigned channel works associated with the widening of Bayview Avenue;
- g) All applicable plans illustrating that all works, including 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, or on environmental lands adjacent to this Plan of Subdivision;
- h) Detailed Site Water Balance which identifies measures that will be implemented during construction and post-construction be provided. The reports shall demonstrate how the development meets site water balance to the greatest extent possible, to the satisfaction of the TRCA, including:
 - (i) how the proposed mitigation measures will not have a negative impact on the overall site water balance as outlined in the approved MESP;
 - (ii) 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;
 - (iii) 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;
 - (iv) provide detailed design of the system(s) and implementation information and measures; and,
 - (v) provide a comprehensive monitoring plan for site water balance which includes a monitoring program to assess the functioning and effectiveness of proposed stormwater LID (in accordance with the MESP), source and conveyance measures. This monitoring plan must include monitoring throughout construction and post-construction and provide funding securities for the long-term monitoring of this system (5 years after municipal assumption) to the satisfaction of the TRCA and the Town.

- i) Provide an Adaptive Management Report and Plan within an approved EMP that includes 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, or sediment discharge to natural features;
- j) 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 to further confirm safe excavation depths to avoid potential basal heave during construction. 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 mitigate against any potential impacts to the satisfaction of the Town's Geotechnical Peer Reviewer. Confirmation from the peer reviewer or the Town Engineering Department will be required to be provided to the TRCA;
- k) Permanent dewatering of groundwater or interflow associated with any component of this development shall not 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;
- l) Information detailing all anticipated temporary dewatering that may be required during the construction phase, including anticipated volumes, duration, discharge locations, erosion threshold analysis, recovery rates and time to recover groundwater to 90% recovery on an upward trend, 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;
- m) Mitigation measures to confine the zone of influence (to the greatest extent possible) for the temporary dewatering and/or depressurization of

the Oak Ridges Aquifer for the purposes of installing infrastructure and or services, will be reviewed and approved to the satisfaction of the TRCA and the Town;

- n) 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 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 negative impacts are observed in accordance with the MESP;
- o) 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. No grading, pre-servicing or temporary stormwater management works are to be initiated until such time as a permit from the TRCA and all requisite TRCA approvals are attained;
- p) Grading shall not be permitted within any Natural Heritage Feature. 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. All areas to be protected must be effectively isolated through fencing or other appropriate measures prior to any site alteration being initiated;
- q) A restoration and enhancement strategy be completed to the satisfaction of the TRCA, for all natural heritage systems, environmental buffer lands and any areas in which works associated with this subdivision may extend onto lands to be conveyed to a public agency;
- r) All slopes be designed to be at a stable incline, without the use of retaining walls (to the greatest extent possible), and with regard for TRCA's Healthy Soil Guidelines within all buffer areas, and restored with a robust planting plan, consistent with TRCA's planting guidelines, to the satisfaction of the TRCA;
- s) The IMED is respected for all excavations and mitigated for all infrastructure works approved by the Town's Geotechnical Peer Reviewer. The landowner will conduct any additional borehole and monitoring well investigations prior to construction to confirm the IMED and ensure all measures for safe construction are addressed as required;
- t) Best efforts be undertaken to incorporate Ecological Significant Groundwater Recharge Areas (EGRAs) into the Environmental Management Plan if possible. EGRAs were identified as part of the Rouge River Watershed Plan; and,

- u) Any proposed servicing crossings of the NHS, associated buffers or adjacent areas for interim and/or permanent servicing, will provide further detailed information with respect to the size and location of the servicing, and shall be consistent with TRCA's guidelines, and permits pursuant to Ontario Regulation 166/06 be obtained, to the satisfaction of the TRCA.
102. That a contingency plan as a component of the EMP be provided for review and approval by the TRCA prior to earthworks being undertaken, in such case as the ORAC is breached during the construction/excavation of infrastructure or foundations. 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, and be submitted to the Town as part of the detailed design.
103. 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.
104. Comprehensive restoration and enhancement plans be provided to the satisfaction of the TRCA for all natural heritage system blocks and their applicable environmental buffers.

TRCA Subdivision Agreement Clauses Earlglen Investments Inc. (19T-03010)

105. That the Owner agrees 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, including but not limited to:
 - (i) MESP for North Leslie West;
 - (ii) Environmental Impact Study;
 - (iii) Environmental Management Plan;
 - (iv) Adaptive Management Plan;
 - (v) Stormwater Management Plan;
 - (vi) Functional Servicing Report;
 - (vii) Hydrogeological Reports;
 - (viii) Geotechnical Investigations;
 - (ix) Infrastructure Maintenance Manual and Groundwater Control Manual;
 - (x) Erosion and Sediment Control Plan and Report; and,
 - (xi) Restoration and Enhancement Plans for all NHS areas and Environmental Buffers
 - 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 obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA, in addition to all other necessary permits and approvals from applicable Ministries and Agencies;
 - e) 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 (including Blocks 58 and 59), prior to occupancy of any homes within that lot or block;
 - f) to implement all water balance/infiltration measures identified in the site water balance study that is to be completed for the subject property, including but not limited to amended soils, and a roof drain collection (RDC) system draining to a proposed centralized infiltration gallery in Block 56;
 - g) to design a comprehensive monitoring protocol and provide the requisite funding (to be secured in the Subdivision Agreement) 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; and,
 - h) 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.
106. That the Owner shall carry out, or cause to be carried out, the removal and restoration of any historical, man-made intrusions on lands to be conveyed to a public agency, including Blocks 58 and 59. This includes but is not limited to the removal of asphalt, culverts, structures, fences, debris, etc. and the restoration of these areas to a natural state, to the satisfaction of TRCA and/or the Town;
107. That Natural Heritage System Blocks 58 and 59 be conveyed into public ownership;
108. That an Infrastructure Maintenance Manual and Groundwater Control Manual be provided for review and approval to the satisfaction of the TRCA and the Town;
109. 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 (including blocks 1-4 inclusive, 31, 32, 44, 45) adjacent to Natural Heritage System Blocks which identifies the following:
- a) That the rear lot lines are adjacent to environmental protection lands, which are regulated by the Toronto and Region Conservation Authority.

These lands are considered to be part of the publically owned environmental protection area, which is intended to remain naturalized, and may not be actively maintained. A future trail may be located within all or a part of this area, however private uses such as 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.

110. 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.
111. 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

112. 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.
113. 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 112, 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.

TransCanada PipeLines Limited

114. Pursuant to the National Energy Board Pipeline Damage Prevention Regulations - Authorisations, and the National Energy Board Pipeline Damage Prevention Regulations - Obligations of Pipeline Companies, 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 ROW. A facility may include, but is not limited to: driveways, roads, access roads, trails, pathways, utilities, berms, fences/fence posts;
 - b) Conducting a ground disturbance (excavation or digging) on TransCanada's pipeline ROW or within 30 metres on either side of centreline of TransCanada's pipe ("Prescribed Area");
 - c) Driving a vehicle, mobile equipment or machinery across a TransCanada pipeline ROW outside the travelled portion of a highway or public road; and,
 - d) Using any explosives within 300 metres of TransCanada's pipeline ROW.
115. 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.
116. No permanent building or structure may be located within 7 metres of the pipeline right-of-way. Accessory structures shall have a minimum setback of at least 3 metres from the limit of the right-of-way.
117. During construction activities, the developer must install and maintain temporary fencing along the limits of TransCanada's pipeline ROW to prevent unauthorized access onto the pipeline ROW with heavy equipment. The fence must meet TransCanada's specifications concerning type, height and location and must be maintained by the owner for the duration of construction.
118. Permanent fencing may be required by the developer/owner along the edge of TransCanada's pipeline ROW. The fence must meet TransCanada's and the municipality's specifications concerning type, location, and height. As noted above, the construction of a fence, including installation of fence posts, on the pipeline ROW or within the Prescribed Area, requires written consent from TransCanada.
119. 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 in order to comply with CSA Z662.

120. 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.
121. The Grantee's facility shall be constructed to ensure drainage is directed away from the ROW so that erosion that would adversely affect the depth of cover over the pipelines does not occur.
122. Any large scale excavation adjacent to the ROW, which is deeper than the bottom of the pipe, must maintain a slope of 3:1 away from the edge of the ROW.
123. The developer shall include notice of the following in all offers of purchase and sale of properties within the Prescribed Area:
 - Notice of the easement agreement registered against the property (or near the property) which may affect development activities on the property; and,
 - The Ontario One Call Number 1-800-400-2255.
124. All display plans in the lot/home sales office shall identify the TransCanada pipeline ROW corridor within the proposed linear park block(s).
125. The developer or owner shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.

Clearance Conditions

126. 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 127 to 131 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.
127. The Town of Richmond Hill shall advise that Conditions 1 to 61 inclusive and 126 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
128. The Regional Corporate Services Department shall advise that Conditions 62 to 100 inclusive and 126 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
129. The Toronto and Region Conservation Authority shall advise that Conditions 101 to 111 inclusive and 126 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

130. The Ministry Culture shall advise that Conditions 112, 113 and 126 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
131. The TransCanada PipeLines Limited shall advise that Conditions 114 to 125 inclusive and 126 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.