

Appendix	"E"
SRPRS	19.081
File(s)	D01-17004, D02-14017 D03-14004

# The Corporation of the City of Richmond Hill

## Schedule of Conditions

### Draft Plan of Subdivision

File 19T(R)-14004

**Elbay Developments Inc.**

**Part Lots 26 and 27, Concession 2**

**City of Richmond Hill**

## **City of Richmond Hill**

### **Development Planning Division**

1. Approval shall relate to a draft Plan of Subdivision prepared by Humphries Planning Group Inc., having Project No. 15428, dated September 27, 2016 with a revision date of March 3, 2019.
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 City with evidence in the form of an Ontario Land Surveyor Certificate that:
  - a) any existing buildings or structures on the lands as of the date of final approval, are situated so as to comply with applicable zoning by-laws after registration of the plan; and,
  - b) all lot frontages and lot areas within the plan conform to the applicable zoning by-law.
4.
  - a) The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the City 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 City 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 City through the Architectural Design Control process. Such architectural design plans shall be in accordance with City approved Architectural

Design Control Guidelines. The Owner shall agree to build in accordance with the approved plans.

### **Development Engineering Division**

5. The road allowances and road widenings included within this draft Plan of Subdivision shall be dedicated as public highways to the City without monetary consideration and free of all charges and encumbrances.
6. Any dead ends, open sides of road allowances, or entrances from existing road allowances created by this draft Plan of Subdivision shall be terminated in 0.3 metre reserves, to be conveyed to the City without monetary consideration and free of all charges and encumbrances.
7.
  - 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 City in order to satisfy the financial, servicing and other requirements of the City, including the construction and installation of municipal services (including, inter alia, roads, curbs, gutters, sidewalks, watermains, sanitary sewers, storm sewers, street lights, traffic lights, street name and regulatory signs) at the Owner's expense, both upon the lands within the draft plan and upon lands external thereof, provision of insurance, payment of Development Charges and prepayment of Local Improvement charges as required by the City.
  - b) The Owner shall agree in the Subdivision Agreement to pay all processing fees in accordance with the City'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 City 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 City-wide Development Charges will be required prior to the issuance of any building permit upon the subdivision lands.
8. Prior to final approval of the draft plan or in any portion thereof, the Owner shall enter into an agreement with a distributor as that term is defined in the *Electricity Act, 1998*, respecting the provisions of electric service and streetlighting.
9. 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 City or other appropriate authority in priority to all charges and encumbrances. Such easements to be conveyed to the City, Region, the Province or the Toronto and Region Conservation Authority shall be conveyed without monetary consideration.
10. 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 City, 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 City 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 City 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 City 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 City that the aforesaid restrictions have been complied with prior to registration of the Subdivision Agreement.

11. 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.
12. 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 City. 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.
13. Public highways shall be designed in accordance with the City'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.
14. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the City and the Regional Transportation Department.
15. 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 City.

16. 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 City, all undeveloped lands within the plan.
17. 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 City.
18. Prior to final approval, a geotechnical 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 City for review and approval. The Owner agrees that the geotechnical report shall include a detailed investigation of site conditions based on sufficient boreholes to support final engineering design. The Owner agrees that the geotechnical report shall address the site specific groundwater, geologic and hydrogeologic conditions with respect to the final design and construction of municipal services including groundwater monitoring in accordance with the findings and recommendations of the Master Environmental Servicing Plan for the North Leslie West Secondary Plan area.
19. The Owner shall provide to the City, engineering drawings for, and shall agree in the Subdivision Agreement to install, to the satisfaction of the City, 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 City. All lands to be conveyed to the City 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 City and has been allocated, by the City, to the plan; and,
- b) adequate water supply capacity is available, as determined by the City, and has been allocated, by the City, to the plan.

And further, the Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the City 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.

20. 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 City of Richmond Hill and where applicable, the Toronto and Region Conservation Authority.
21. 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 City.
22. 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 City have been made.
23. 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 City 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.
24. 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.
25. 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 City'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 City 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.



26. The Owner(s) shall agree in the Subdivision Agreement to provide the City with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the City'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 City Standards and shall include the database required to satisfy the City's Infrastructure Management System.
27. The Owner(s) shall contribute towards the cost of supplying and installing horizontal and vertical control and certification by an Ontario Land Surveyor as part of the City's survey monumentation program.
28. Prior to final approval of the draft plan or any portion thereof, arrangements satisfactory to the City shall be in place to provide for the following community services (at a time and with securities satisfactory to the City and with the conveyance of the necessary lands or easements for the community services to the City at a time satisfactory to it), which community services are in accordance with, or necessarily incidental to the Functional Servicing and Stormwater Management Report (FSSWMR) prepared for the Plan and Master Environmental Servicing Plan (MESP) for the North Leslie West Secondary Plan Area:
  - a) Construction of one primary means public road access from the roads within the draft plan to Bayview Avenue, 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 Elgin Mills Road East or Leslie Street, 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 City) and construction of the piped water supply system to service the draft plan, all as outlined in the FSSWMR and MESP;
  - 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 FSSWMR and MESP;
  - e) Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the FSSWMR and MESP, 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 FSSWMR and MESP.
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 City, 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 City.
30. Prior to final approval of the Plan of Subdivision or any portion thereof, one or more by-laws enacted by the City 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 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 Functional Servicing and Stormwater Management Report (FSSWMR) and Master Environmental Servicing Plan (MESP); and,
  - e) erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features.

Such report(s) shall utilize as guidelines the Ministry of the Environment Stormwater Management Planning and Design Manual, the City of Richmond Hill Stormwater Management Design Criteria and the Master Environmental Servicing Plan. The Owner shall incorporate the recommendations of this report

into the applicable engineering plans to be prepared for approval by the Commissioner of Planning and Regulatory Services.

The Owner shall agree in the Subdivision Agreement:

- a) to implement the recommendations of the Stormwater Management Report;
- b) to undertake the stormwater management monitoring program specified in the Stormwater Management Report and to provide appropriate securities to carry out or cause to be carried out the monitoring program; and,
- c) to convey lands to the City 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 City 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 City, 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 City (Schedule B"), it is the requirement of the City 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 City."

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 hydrogeologic conditions in accordance with the geotechnical report for the plan and in accordance with the findings and recommendations of the Master Environmental Servicing Plan for the North Leslie East Secondary Plan area.
40. The Owner shall agree in the Subdivision Agreement that Block 6 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 City.

41. Prior to final approval of the Plan either;
  - a) Draft plans in the form approved by the City (or LPAT) shall be registered and adequate public road access to Bayview Avenue and to Elgin Mills Road East or Leslie Street adjacent to the Plan shall have been provided, together with all required above and below ground municipal services to the satisfaction of the City; or,
  - b) The lands to form the public road adjacent to the Plan, to provide adequate public road access to Bayview Avenue and to Elgin Mills Road East or Leslie Street, shall have been conveyed to the City without cost and free of encumbrances, and arrangements satisfactory to the City shall be in place for the construction of the public road thereon, together with all required above and below ground municipal services.
42. Prior to completion of final design of municipal servicing including stormwater management facilities and prior to final approval of the plan, the Owner shall provide additional geotechnical/hydrogeological data and reports in order to address the following to the satisfaction of the City:
  - a) Revision of hydrogeological report based on analysis of the soil profile illustrated on the geotechnical log sheets;
  - b) In the event that uncertainties remain regarding character of soil layer composition and layer profile, additional borehole explorations may be required. Any additional boreholes must meet the minimum standard given in the Guideline for Professional Engineering Providing Geotechnical Engineering Services;
  - c) Review of interface elevation selection between soil layers in zones in which there is a gap in soil sampling in the boreholes and the interface lies within that gap;
  - d) Re-analysis of basal stability adopting the elevation of interface of permeability contrast rather than toe of borehole; and,
  - e) Design of survey monitoring program to confirm satisfactory performance of base of excavation.
43. Based on the final geotechnical/hydrogeological data and evaluation including SED and IMED elevations determined through Condition 42, the final plan and/or municipal servicing design including stormwater management facilities shall be revised if necessary to satisfy design constraints all to the satisfaction of the City.

**Policy Planning Division – Park Planning and Natural Heritage Section**

44. The Owner shall agree in the Subdivision Agreement to convey to the City at no cost, stormwater management Blocks 3 and 6 and natural heritage system Block 4 (for environmental protection purposes).
45. The Owner shall convey to the City Blocks 3, 4 and 6 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the City.

46. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Phase 1 Environmental Site Assessments prepared by Winchurch Environmental dated February 21, 2014 (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 City to rely upon it and/or the information contained therein.
47. The Owner shall agree in the Subdivision Agreement to remove from the Natural Heritage lands (Block 4) any historical, man-made intrusions/structures and restore the lands to the satisfaction of the TRCA and/or the City. This includes, but is not limited to, the removal of tile drains, culverts, structures, fences, and debris.
48. The Owner shall not undertake any of the following works without specific permission from the City:
  - a) Construction of permanent or temporary stormwater management facilities and/or storage of construction related debris or materials (including topsoil) in or on any natural heritage blocks identified within the draft plan; and,
  - b) Construction or use of any temporary or permanent access routes through any natural heritage lands.
49. Prior to the removal or alteration of any trees, vegetation or environmentally significant features the Owner shall obtain written clearance from the City 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 City, the Owner shall restore the lands and/or provide compensation to the municipality as required by the City.
50. Prior to any grading, development, pre-servicing or site alteration the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the City's guidelines for the preparation of such reports and to the satisfaction of the City. The Owner shall agree to implement the recommendations of Tree Inventory and Preservation Plan finally approved by the City, to pay all costs associated with implementation, to replace the loss of tree cover either through replanting and/or cash-in-lieu of planting, and provide associated securities upon request to guarantee undertaking of the work.
51. Prior to registration of the plan, the Owner shall submit a Natural Heritage Evaluation to the satisfaction of the City. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Natural Heritage Evaluation as finally approved by the City, 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 City.

52. 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.
53. 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 within the valleyland (Block 4), or as recommended in the approved Environmental Impact Statement/NHE;
  - d) Pedestrian/trail linkages and associated landscaping through Blocks 4 and 6;
  - e) Entrance features;
  - f) Any landscaping indicated in the applicants IGMS/Sustainability Metrics proposal – municipal tree planting standards;
  - g) Landscaping of the stormwater management blocks (Blocks 3 and 6);
  - h) Measures (including locations of increased topsoil) 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 City, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work.

54. The Owner shall agree in the Subdivision Agreement that topsoil used throughout the Plan will be fertile and consistent with City standards. Further, the Owner shall confirm that such is the case by submitting reports and soil test results as requested by the City. If the results of the reports and soil tests indicate that the topsoil is not fertile and/or does not meet City standards, reports must recommend how the topsoil should be amended to meet such requirements.
55. The Owner shall agree in the Subdivision Agreement to implement grading and servicing plans and utility coordination plans, which provide for:
  - a) Consistency with the recommendations of the approved Tree Inventory and Preservation Plan;
  - b) Permanent chain link fencing consistent with City standards, where parkland, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands; and,

- c) Adequate space within the boulevard for planting street trees consistent with City standards.
56. The Owner shall agree in the Subdivision Agreement to maintain Block 4 in a manner and condition acceptable to the City until such time as the above and below ground services associated with the subdivision are assumed by the City or such earlier time as advised in writing by the City. The Owner shall indemnify and save the municipality harmless with respect to any occurrence on or related to Block 4 until such time as the above and below ground services associated with the subdivision are assumed.
57. 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 Blocks 3, 4 and 6 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 City 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 City from any and all claims arising from the use or occupation of Blocks 3, 4 and 6, by the purchasers, their family, friends or invitees;
  - c) that it is the intention of the City 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 City from undertaking any improvements to the said lands at any further date; and,
  - d) that Block(s) 3, 4 and 6 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**

### **Regional Planning and Development Services Department**

58. 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.
59. The Owner shall improve 19<sup>th</sup> Avenue, between the intersections of Bayview Avenue and Leslie Street, to its ultimate full urban cross section, per the approved Environmental Assessment and subject to Development Charge credits in accordance with Regional policy.
60. The Owner shall agree to provide direct shared pedestrian/cycling facilities and connections from the proposed development to Elgin Mills Road East and local/collector roads to support active transportation and public transit, where appropriate.
61. The Owner shall agree in wording satisfactory to the Development Engineering Section, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Transportation and Community Planning Department.
62. The Owner shall agree in wording satisfactory to the Development Engineering Section, 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.
63. 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 occupants.”
64. Where noise attenuation features will abut a Regional right-of-way, the Owner shall agree, in wording satisfactory to York Region's Development Engineering Section as follows:
  - a) that no part of any noise attenuation feature shall be constructed on or within the Regional right-of-way;
  - b) that noise fences adjacent to York Region roads may be constructed on the private side of the right-of-way and may be maximum 2.5 metres in height, subject to the City's concurrence;
  - c) that maintenance of the noise barriers and fences bordering on York Region rights-of-way shall not be the responsibility of York Region; and,

- d) that any landscaping provided on the York Region right-of-way by the Owner or the City for aesthetic purposes must be approved by the Transportation and Community Planning Department and shall be maintained by the City with the exception of the usual grass maintenance.
- 65. The Owner shall agree in wording satisfactory to the Development Engineering Section, to be responsible to decommission any existing unused wells on the Owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the City.
- 66. Prior to final approval, the road allowances included within the draft Plan of Subdivision shall be named to the satisfaction of the City of Richmond Hill and York Region.
- 67. Prior to final approval York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the City of Richmond Hill for the development proposed within this draft Plan of Subdivision or any phase thereof.
- 68. Prior to final approval, the Owner shall provide the following, in regards to the 19<sup>th</sup> 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 19<sup>th</sup> Avenue, and,
  - c) the timeline for the completion of the 19<sup>th</sup> Avenue improvement works.
- 69. Prior to final approval, the Owner shall protect/provide vehicular, pedestrian and cycling interconnection with the adjacent properties to the east located at 980 Elgin Mills Road and west on Elgin Mills Road.
- 70. Prior to final approval, the Owner shall provide a set of engineering drawings, approved by the City, which indicates the storm drainage system, the overall grading plans and all proposed accesses onto York Region roads, for all lands within this draft Plan of Subdivision, to the Development Engineering Section for verification that all York Region's concerns have been satisfied.
- 71. Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a final noise study to the satisfaction of the Development Engineering Section recommending noise attenuation features.
- 72. Prior to final approval, 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

### Draft Plan Conditions

73. 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 consolidated North Leslie (West) Master Environmental Servicing Plan (MESP), be provided to the satisfaction of the TRCA.
  - b) The final Environmental Impact Study (EIS), be revised, updated and specifically include a section as outlined in Section 11 of the MESP Addendum. The EIS shall be completed and approved to the satisfaction of the TRCA.
  - c) The final Environmental Management Plan (EMP), including a dynamic Adaptive Management Plan, be approved to the satisfaction of the TRCA.
  - d) A detailed engineering report and plans including by not limited to the Stormwater Management Report and Functional Servicing 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, to the satisfaction of the TRCA. This report shall include:
    - i) plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how target flows as identified in the related hydrologic studies within the approved MESP will be achieved during and post-development;
    - ii) appropriate Stormwater Management Practices (SWMP's) to be used to treat stormwater, to mitigate the impacts of development on the quality of ground and surface water resources (including thermal impacts) which demonstrates how it relates to terrestrial and aquatic species and their habitat, in addition to natural features and systems. 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, and consistent with TRCA Guidelines;
    - iii) proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas and/or discharge to wetland areas during and after construction, in accordance with current Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and an ESC report must address phasing and staging, demonstrate how impacts to the NHS will be minimized

and contingency measures within the EMP Adaptive Management Plan;

- iv) location and description of all outlets and other facilities, including grading or site alterations, development, infrastructure and watercourse alterations which are required to service or facilitate the development of the subject lands, be confirmed to the satisfaction of the TRCA. This includes demonstrated consistency with the MESP with respect to location of outfalls to minimize the impacts to sensitive natural heritage features. For areas which require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, all supporting technical studies and analysis, be provided. Should red-line revisions be necessary to meet the requirements of the TRCA, these alterations to expand blocks, or modify the size or configuration may occur on lands within this subdivision which are currently proposed for development;
- v) the integration of LID measures and the employment of source and conveyance controls to mimic to the extent possible, pre-development hydrology. Multiple LID measures shall be used as part of an overall treatment train approach to benefit the stormwater management system to the satisfaction of the TRCA;
- vi) mapping of all proposed stormwater management measures (including Low Impact Development measures of LIDs), with consideration for minimizing the extent of the existing vegetation to be disturbed, grade differentials and extent and depth of grading required for construction;
- vii) identification and quantification of the specific measures that are being employed, and the analysis that has been completed to ensure that there will be no predicted erosion related impacts on downstream areas (during and post construction), which are to be integrated into the stormwater management plan to the satisfaction of the TRCA. The report must specifically identify in detail, the potential for downstream erosion associated with flows generated from this development (erosion threshold analysis) and provide a suite of mitigation measure if required;
- viii) detailed design of all proposed infiltration and low-impact development measures that are to be employed, demonstrating that TRCA's requirements, which include but are not limited to quality and quantity requirements, have been satisfied and how the receiving stormwater management ponds are being managed during the construction phase while some or all of the LIDs are not in operation. Should the LIDs be constructed in the first phase of development, the report should also identify how the LIDs will be

maintained during and after construction to ensure they function in accordance with the intended design parameters;

- ix) 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;
- x) all stormwater outfalls, outflow channels and/or flow dispersal measures associated with stormwater management discharge, be designed to incorporate TRCA's design guidelines. This includes regard for additional enhancements to water quality, quantity control, mitigation of thermal impacts to the receiving habitat, reduce potential erosion and maximize potential infiltration, and integrate naturalized outlet channels or constructed wetlands where applicable, to the satisfaction of the TRCA;
- xi) demonstrate how the pre-development drainage patterns are being preserved, post-development (to the greatest extent possible), in accordance with the approved MESP. The report shall include an impact mitigation report which demonstrates how construction and development shall minimize the potential impacts of the flow diversion on the natural systems on or off the subject property, and including any broader impacts upon the sub watershed. Alterations to the approved drainage patterns in the MESP to any natural feature will require a reassessment of the HSPF model calibration to demonstrate how the feature based water balance is maintained;
- xii) 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 dewatering such as foundation drains may be permitted subject to collected groundwater directed into a 3<sup>rd</sup> 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) Grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to natural feature blocks (Block 4) associated environmental buffers, or adjacent landowners not yet draft approved, and, provide for interim measures where required as a result of the sequencing of development.



- f) All applicable plans illustrating that all works, including all grading, site alterations, construction staging, or materials associated with these activities, will not encroach or be placed on lands owned by the TRCA, City 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.
- g) detailed Site Water Balance and Feature-Based Water Balance reports which identifies measures that will be implemented during construction and post-construction, demonstrating how the development meets the water balance for their site 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) maintain pre-development flow regimes and hydroperiods (e.g. quality, volume, rate, duration, timing, frequency and spatial distribution of water) to all directly or indirectly impacted significant natural features;
  - iv) Alterations to the approved drainage patterns in the MESP to any natural feature will require a reassessment of the HSPF model calibration to demonstrate how the feature based water balance is maintained;
  - v) provide for on-site retention of stormwater management to the satisfaction of the TRCA;
  - vi) 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 by providing:
    - summary tables of the pre and post-development hydrologic modelling parameters used in SWMHYMO modelling, including detailed calculations of the weighted parameters (i.e. time to peak, initial abstraction, percent impervious and SCS curve numbers).
    - all supporting mapping and drawings used for all calculations (i.e. soil maps and travel lengths).

- target release rates to account for the uncontrolled drainage areas and update the calculations, designs and reports. Provide a summary table to illustrate the unit release rates, uncontrolled flows, the target release rates accounting for the uncontrolled flow and the proposed release rates for the lands.
- vii) provide a suite of proposed mitigations which follow the principles of the MESP, whereby the peak flow rates, volumes, and hydroperiod of the features will be mitigated in subsequent design stages to match the existing conditions;
- viii) provide detailed design of the system(s) and implementation information and measures; and,
- ix) provide a comprehensive monitoring plan for site water balance and feature based 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 also provide continuous data logging compiled monthly and submitted to TRCA quarterly for all wetlands. The monitoring plan shall include monitoring data throughout construction and post-construction and provide funding and securities for the long-term monitoring of this system (minimum of 3 years and a maximum of 5 years after municipal assumption) to the satisfaction of the TRCA and the City.
- h) 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 wetlands 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.

- i) 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 the stormwater management system to mitigate against any potential impacts to the satisfaction of the City's Geotechnical Peer Reviewer. A confirmation letter from the peer reviewer will be required to be provided to the TRCA.
- j) permanent dewatering of groundwater associated with any component of this development shall not be permitted. The need for liners associated with the stormwater management system shall be assessed, and suitable liners shall be provided where necessary. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated.
- k) information detailing all anticipated temporary depressurization or 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.
- l) provision of additional 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 City.
- m) 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/depressurization be undertaken, including undertaking additional continuous groundwater and surface water level monitoring of all PSW's during construction. All data is to be compared against existing conditions to ensure that no negative impacts are observed in accordance with the MESP.
- n) 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. 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.

- o) no grading shall 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 City 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.
- p) a restoration and enhancement strategy be completed to the satisfaction of the TRCA, for all stormwater management, Open Space and environmental buffer lands and any areas in which works associated with this subdivision may extend onto lands to be conveyed to a public agency.
- q) all slopes be designed at a stable incline, without the use of retaining walls (to the greatest extent possible), and with due consideration for TRCA's Healthy Soil Guidelines within all buffer areas. All slopes are to be restored with a robust planting plan, consistent with TRCA's planting guidelines, and to the satisfaction of the TRCA.
- r) the IMED is respected for all excavations and mitigated for all infrastructure works approved by the City'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.
- s) an Infrastructure Maintenance Manual and Groundwater Control Manual for the stormwater management chamber be provided for review and approval to the satisfaction of the TRCA and the City, and be included in the Condominium Agreement for all POTLs associated with the chamber.
- t) best efforts shall be undertaken to incorporate Ecological Significant Groundwater Recharge Areas (EGRAs) into the Environmental Management Plan if possible. Ecological Significant Groundwater Recharge Areas (EGRAs) are identified as part of the Rouge River Watershed Plan.
- u) all stormwater outlets and outflow channels be naturalized, be designed to incorporate TRCA's design guidelines, and be designed to provide additional enhancements to water quality, quantity control, thermal impact mitigation, and habitat. Off-line wetlands, riparian plantings, flow dispersal measures, micro-topography creation and similar measures shall be employed where feasible to achieve these objectives.
- v) all calculations and modeling parameters prepared for the stormwater management, erosion assessment, water balance, and floodplain assessment (including floodplain mapping update) as part of the MESP will be confirmed, updated and/or refined as part of the subsequent detailed design stages based on updated information on land-use, building

envelopes, site imperviousness, and any area where more detailed information (i.e. detailed topographic survey) will be provided.

74. 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 for infrastructure or foundations on the site. 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, be prepared and submitted to the City.
75. The implementing zoning by-law recognize Block 4 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.
76. Prior to the registration of this plan or any phase thereof, the Owner shall prepare a plan that addresses the removal and restoration of any existing infrastructure and debris to the satisfaction of TRCA. This includes (but is not limited to) the removal of tile drains, culverts, structures, fences, debris, etc. and the restoration of these areas to a natural state.
77. To provide for all warning clauses and information identified in TRCA's conditions.
78. The draft plan be red-lined revised, should it be required by TRCA, to allow for TRCA's conditions of draft approval to be satisfied.
79. That the Owner provide written acknowledgment with respect to the "Other Lands Owned by Applicant" adjacent to Elgin Mills Road East, which are being retained by the Owner, acknowledging that the majority of those lands (including the existing dwelling) are within the Regulatory Floodplain, and are also within the protective buffer associated with the adjacent Provincially Significant Wetland, and that any future planning will need to comply with the North Leslie Secondary Plan, and TRCA permit applications comply with all TRCA requirements.

#### **Subdivision Agreement Clauses**

80. 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 integrated multi-disciplinary 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) Feature Based Water Balance Report
    - iv) Environmental Management Plan
    - v) Adaptive Management Plan



- vi) Stormwater Management Plan
  - vii) Functional Servicing Report
  - viii) Hydrogeological Reports
  - ix) Geotechnical Investigations
  - x) Infrastructure Maintenance Manual and Groundwater Control Manual
  - xi) Erosion and Sediment Control Plan and Report
  - xii) Restoration and Enhancement Plans for all 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 plans as well as monitoring in accordance with current TRCA standards or MNRF Silt Smart as applicable;
- 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 City 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 the Environment for PTTW, Fisheries and Oceans Canada, and the Ministry of Natural Resources and Forestry;
- f) to erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting lands to be conveyed to the public authority, prior to occupancy of any homes within that lot or block;
- g) to implement all water balance/infiltration measures necessary to meet site water balance study and feature based water balance (in accordance with the MESP) that is to be completed for the subject property;
- h) to design a comprehensive monitoring protocol and provide the requisite funding and permissions for the construction and long-term monitoring and maintenance of the water balance and infiltration measures on this site to the satisfaction of the TRCA; and,
- i) 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.
81. That prior to the conveyance of Natural Heritage System Block 4, 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 and

all associated buffers. This includes but is not limited to the removal of culverts, structures, fences, debris, etc. and the restoration of these areas to a natural state, to the satisfaction of TRCA and/or the City.

82. That Natural Heritage System Block 4 be conveyed into public ownership.
83. That the Owner acknowledges and agrees not to finalize any agreements of purchase and sale with respect to any lots or blocks abutting stormwater management blocks, natural heritage system blocks until such time as the stormwater management plans and feature based water balance report have been completed and approved to the satisfaction of the TRCA;
84. 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 which identifies the following:
  - a) The Owners are advised that Block 4 Open Space 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 these lands through any locations other than those formally designated by the City is prohibited.
85. That a warning clause for all applicable POTLs be included in all agreements of purchase and sale, and applicable information be provided on all community information maps and promotional sales materials for private lots or blocks on which infiltration related infrastructure such as LID's, rear yard swales and catch basins are located which identifies the following:
  - a) That stormwater management infrastructure is located on the subject property, which forms an integral part of the stormwater management infrastructure for the community. It is the Owner's responsibility for the long-term maintenance of this system by ensuring that proper drainage is maintained. Grading within the rear yard, such as swales which convey stormwater to this system must remain in their original form.
86. 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 City 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.

87. To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures and LIDs) prior to assumption of the subdivision by the City of Richmond Hill.
88. 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 Tourism, Culture and Sport**

89. 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 City of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Tourism, Culture and Sport.
90. 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 89, 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 City of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Tourism, Culture and Sport.

### **Clearance Conditions**

91. The City of Richmond Hill shall advise that Conditions 1-57 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
92. The Regional Planning and Development Services Department shall advise that Conditions 58-72 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
93. The Toronto and Region Conservation Authority shall advise that Conditions 73-88 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
94. The Ministry of Tourism, Culture and Sport shall advise that Conditions 89 and 90 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 City 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 City 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 \_\_\_\_\_.

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

Date: