

## **Appendix B, Schedule of Conditions, Draft Plan of Subdivision**

The Corporation of The Town of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-16007

**2484508 Ontario Limited**

**Part of Lots 17 to 19 and 501 and Lots 20 to 24 and 500, Plan 133**

**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-2599, having a signed Surveyor's Certificate date of April 14, 2016 and a revision date of April 11, 2017.
2. The lands within this draft Plan of Subdivision shall be appropriately zoned by a zoning by-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. Prior to final approval of the Plan, the Owner shall provide the Town with evidence in the form of an Ontario Land Surveyor Certificate that:
  - a) any existing buildings or structures on the lands as of the date of final approval, are situated so as to comply with applicable zoning by-laws after registration of the plan; and,
  - b) all lot frontages and lot areas within the plan conform to the applicable zoning by-law.
4.
  - 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 services for the proposed development on the subject lands.

### **Development Engineering Division**

6. The road allowances and road widenings included within this draft Plan of Subdivision shall be dedicated as public highways to the Town without monetary consideration and free of all charges and encumbrances.
7. Any dead ends or open sides of road allowances created by this draft Plan of Subdivision shall be terminated in 0.3 metre reserves, to be conveyed to the Town without monetary consideration and free of all charges and encumbrances.
8.
  - a) Prior to final approval of the draft plan or any portion thereof, the owner shall enter into one or more Subdivision Agreements with the Town in order to satisfy the financial, servicing and other requirements of the Town, including the construction and installation of municipal services (including, inter alia, roads, curbs, gutters, sidewalks, watermains, sanitary sewers, storm sewers, street lights, traffic lights, street name and regulatory signs) at the owner's expense, both upon the lands within the draft plan and upon lands external thereof, provision of insurance, payment of Development Charges and prepayment of Local Improvement charges as required by the Town.
  - b) The owner shall agree in the Subdivision Agreement to pay all processing fees in accordance with the Town's Tariff of Fees By-Law with respect to the subdivision of lands, and shall pay any new or additional costs or fees imposed upon the Town by the Province of Ontario or The Regional Municipality of York which relate to the lands within the draft plan and which may arise prior to the final execution of the subdivision agreement. Payment of applicable Regional, Educational and Town-wide Development Charges will be required prior to the issuance of any building permit upon the subdivision lands.
9. Prior to final approval of the draft plan or in any portion thereof, the owner shall enter into an agreement with a distributor as that term is defined in the *Electricity Act, 1998*, respecting the provisions of electric service and streetlighting.

10. Such easements as may be required for utility, municipal servicing, drainage purposes or grading/alteration (including placement or removal of fill material and retaining wall structures), shall be granted to the Town or other appropriate authority in priority to all charges and encumbrances. Such easements to be conveyed to the Town, Region, the Province or the Toronto and Region Conservation Authority shall be conveyed without monetary consideration.
11. Prior to entering into any agreement with any telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, which is to be deeded or dedicated to the Town, the Region, Her Majesty the Queen in the Right of the Province of Ontario or any other public authority, including, inter alia, land which is to be dedicated to the Town the Region, Her Majesty the Queen in the Right of the Province of Ontario as public highways, the Owner shall obtain the approval of the Town of the location of any services permitted by such agreement and the wording of the agreement.

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

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

12. The Owner shall agree in the Subdivision Agreement to obtain the approval of the appropriate authority for the installation of electric, gas, telephone and telecommunication services and that the installation of those services shall be underground within the road allowances or within other appropriate easements.
13. The Owner shall permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is

- constructed. The Owner shall agree to the foregoing in the Subdivision Agreement.
14. Public highways shall be designed in accordance with the Town's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 metre reserves. For public highways designated as local roads, curb radii shall be designed to provide a 9.5 metre pavement width within the horizontal curve at all changes in horizontal alignment between 60 to 90 degrees.
  15. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the Town and the Regional Transportation Department.
  16. The Owner shall agree in the Subdivision Agreement that all portions of public highways which are not paved and all drainage swales on public or private property shall be graded and sodded in accordance with the standards of the Town.
  17. The Owner shall agree in the Subdivision Agreement to grade and seed all undeveloped lands within the plan, other than conservation lands, and to maintain, to the satisfaction of the Town, all undeveloped lands within the plan.
  18. The Owner shall agree in the Subdivision Agreement that maintenance of any retaining walls constructed within this draft Plan of Subdivision shall be the responsibility of the owner, and of subsequent owners. Retaining walls shall not be constructed upon lands to be transferred to the Town, unless otherwise approved by the Commissioner.
  19. Prior to final approval, a soils report with respect to the sufficiency and adequacy of the soil within the draft plan to sustain the municipal services and buildings and other structures to be constructed within the draft plan shall be submitted to the Town for review and approval.
  20. The Owner shall provide to the Town, engineering drawings for, and shall agree in the Subdivision Agreement to install, to the satisfaction of the Town, watermains, sanitary sewage works, storm sewage works, adequate pavement width for roadways, curbs, gutters, sidewalks, street lighting, traffic signals, regulatory signs, street name signs, and any other services or facilities as required. The Owner shall not connect any watermain or sewer to existing municipal systems without the written approval of the Town. All lands to be conveyed to the Town for open space purposes and all easements shall be shown on the engineering drawings. The Owner shall obtain the approval of the Region and/or the Ministry of the Environment, by way of certificate of approval, for the installation of watermains, sanitary sewage works, and storm sewage works.

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

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

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

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

- b) that all lot and block grading plans shall be prepared by the engineer for the owner in accordance with the Town's Design Criteria and Design Standards and to provide individual lot grading plans for each lot on the plan prior to the issuance of building permits;
  - c) that for the purpose of preparation of the overall lot and/or block grading plans and the individual lot grading plans, the owner shall comply with the Town policy with respect to usable yard criteria;
  - d) to develop the lands within the plan in accordance with the approved grading plans and individual lot grading plans; and,
  - e) that the overall lot and/or block grading plans and the individual lot grading plans shall reflect the Tree Inventory and Management Plan and shall minimize grade changes in areas of trees to be retained.
27. The Owner(s) shall agree in the Subdivision Agreement to provide the Town with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the Town's digital submission requirements. These plans shall be tied to horizontal control at a minimum of three (3) locations at the extreme corners of the plan. The Owner(s) shall agree in the subdivision agreement to provide as built engineering drawings (including tributary areas drawings), in accordance with the digital and hard copy submission requirements specified in Town Standards and shall include the database required to satisfy the Town's Infrastructure Management System.
28. 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 Town's survey monumentation program.
29. 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 Functional Servicing Plan (FSP) for Area D of OPA 129 and the Functional Servicing and Stormwater Management Report (FSSWMR):
- a) 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 (FSP or FSSWMR);
  - b) 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 (FSP or FSSWMR);

- c) Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the (FSP or FSSWMR) together with required outlet(s) to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
  - d) Conveyance of all lands external to the draft plan required for municipal servicing purposes, all as outlined in the (FSP or FSSWMR).
30. 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 29, which said agreement(s) shall address, among other things, credits under the Development Charges Act to the satisfaction of the Town.
31. 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 the community services referenced in Condition 29 and other community services, shall have come into force as provided for under that Act and any appeals to the said by-laws shall have been disposed of by the OMB.
32. Prior to any grading, stripping or servicing of the lands included within the draft plan, the Owner shall provide a detailed Stormwater Management Report. This report shall be completed to the satisfaction of the Commissioner of Planning and Regulatory Services and shall address:
- a) the selection of stormwater management source, conveyance, low impact development and end-of pipe practices to be implemented within and external to the draft plan to address water quantity, water quality, and erosion control;
  - b) the protection of groundwater quality and quantity including a water balance analysis and provision of low impact development measures to maintain predevelopment groundwater recharge;
  - c) the stormwater management design, inspection, operation and maintenance procedures and associated costs; and,
  - d) erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features.

Such report(s) shall utilize as guidelines the Ministry of the Environment Stormwater Management Planning and Design Manual, and the Town of

Richmond Hill Stormwater Management Design Criteria. The Owner shall incorporate the recommendations of this report into the applicable engineering plans to be prepared for approval by the Commissioner of Planning and Regulatory Services. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Stormwater Management Report.

33. 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.
34. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the study referred to in Condition 33, 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.
35. 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.

36. 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.



### **Policy Planning Division – Parks Planning and Natural Heritage Section**

37. The Owner agrees that no trees, vegetation or environmentally significant features within the draft plan shall be removed or altered without the written consent of the Town. 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.
38. 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.
39. Prior to execution of the Subdivision Agreement, the Owner shall prepare and submit for approval by the Town a Landscape Plans, which will provide for:
  - a) Landscaping traffic islands and circles;
  - b) Boulevard/street trees;
  - c) Entrance features;
  - d) Any landscaping indicated in the applicants IGMS/Sustainability Metrics proposal, specifically soil volume, soil quality and tree replacement;
  - e) Tree cover replacement; and,
  - f) 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.

40. 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.

41. Prior to any grading, stripping or pre-servicing of the lands, the Owner shall prepare and submit for approval by the Town, grading and servicing plans, which provide for consistency with the recommendations of the approved Tree Inventory and Preservation Plan.
42. 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 a nearby Park Block will be developed into an active park and uses may include sports facilities, courts, play equipment, and other facilities that will attract a range 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.

## **Regional Municipality of York**

43. The road allowances included within this draft plan of subdivision shall be named to the satisfaction of the Town of Richmond Hill and York Region.
44. Prior to final approval, York Region shall confirm that adequate water supply and sewage servicing 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. Registration of the plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.
45. The Owner shall agree in the Subdivision Agreement that the Owner shall save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
46. Prior to final approval, the engineering drawing showing the layout of the watermains and sewers shall be submitted to the Infrastructure Asset Management Branch for review.
47. The Owner shall agree that any direct connection(s) to and/or the crossing(s) of a York Region water or wastewater system requires Regional approval prior to construction. Engineering drawings showing details of the connection(s) and/or crossing(s) shall be submitted to the Infrastructure Asset Management Branch for approval.
48. Prior to final approval and concurrent with the submission of the subdivision servicing application (MOE) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to Bathurst Street, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:

- a) Grading and Servicing;
  - b) Construction Access Design;
  - c) Utility and underground services Location plans;
  - d) Traffic Control/Management Plans;
  - e) Erosion and Siltation Control Plans;
  - f) Landscaping Plans, including tree preservation, relocation and removals;
  - g) Requirements of York Region Transit/Viva.
49. Prior to final approval, the Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region right-of-way. Only those works located in their ultimate location based on the next planning upgrade for this Right-of-Way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
50. Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
51. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
52. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
53. Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
- a) All existing woody vegetation within the Bathurst Street right-of-way,
  - b) Tree protection measures to be implemented on and off the Bathurst Street right-of-way to protect right of way vegetation to be preserved.
  - c) Any woody vegetation within the Bathurst Street right-of-way that is proposed to be removed or relocated. However, it is to be noted that tree removal within a York Region road right-of-way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.

- d) A planting plan for all new and relocated vegetation to be planted within the Bathurst Street right-of-way is based on the following general guideline:

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

- e) For landscape features not maintained to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.
54. Prior to final approval, the Owner shall demonstrate all local underground services will be installed within the area of the development lands and not within the Bathurst Street right-of-way. If a buffer or easement is needed to accommodate the local services adjacent to the Bathurst Street right-of-way, then the Owner shall provide a satisfactory buffer or easement to the local municipality, at no cost to the Region.
55. Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
56. The Owner shall satisfy the Development Engineering Department, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
57. The Owner shall satisfy the Development Engineering 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.
58. The following warning clause shall be included in a registered portion of the Subdivision Agreement with respect to the lots or blocks affected:
- “Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants.”

59. Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in the Subdivision Agreement, in wording satisfactory to York Region's Development Engineering, as follows:
  - a) That no part of any noise attenuation feature shall be constructed on or within the Bathurst Street right-of-way;
  - b) That noise fences adjacent to York Region roads may be constructed on the private side of the ultimate right-of-way and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
  - c) That maintenance of the noise barriers and fences bordering on a York Region right-of-way shall not be the responsibility of York Region.
60. Prior to final approval, the Owner shall agree that the following lands will be conveyed to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:
  - a) A widening across the full frontage of the site where it abuts Bathurst Street of sufficient width to provide a minimum of 18.0 metres from the centreline of construction of Bathurst Street; and,
  - b) A 9.0 metre by 9.0 metre daylight triangle at the northeast corner of Bathurst Street and Portage Avenue, as measured from the ultimate widening of Bathurst Street and Portage Avenue.
61. Prior to final approval, the Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
62. The Region requires the Owner to submit, in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition Part XV.1 of the Act (as amended) ("O. Reg. 153/04"), a Phase 1 environmental site assessment ("Phase 1 ESA") of the Owner's lands that are the subject of the application, including the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase 1 ESA cannot be more than 2 years old as of the actual date title to the Conveyance Lands is transferred to the Region. If the Phase 1 ESA is linked to different phases of development and there will be multiple conveyances of lands, the Phase 1 ESA prepared in respect of a specific conveyance and phase of development cannot be more than two years old as of the actual date of transfer of title to the Region. If a Phase 1 ESA is or would be more than two years old as of the actual date of transfer of title to the Region, the Phase 1 ESA will need to be either updated or a new Phase 1 ESA obtained by the Owner in accordance with the requirements of this section. The Region, at its discretion, may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required regardless of the findings or conclusions of the Phase 1 ESA. Any Phase II environmental site

assessment required by or submitted to the Region must be prepared in general accordance with the requirements of O. Reg. 153/04 (as noted above). Reliance on the Phase 1 ESA and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands must be provided to the Region and: (i) will be addressed to “The Regional Municipality of York”; (ii) contain wording to the effect that the Region is entitled to rely on such reports or documentation in their entirety; and (iii) the terms and conditions of the reliance extended (including any wording seeking to limit liability) must be satisfactory to the Region.

63. The Owner shall also provide the Region’s Development Engineering with a certified written statement from the Owner or the Owner’s authorized representative that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under lands to be conveyed to the Region (including soils, substrata, surface water and groundwater, as applicable): (i) at the time of conveyance, at a level or concentration that exceeds the Environmental Protection Act O. Reg. 153/04 (as amended) full depth generic site condition standards applicable to the intended use of such lands by the Region or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or state, or is emanating or migrating from such lands in a way, that would contravene applicable environmental laws.

The preparation and delivery of the Phase 1 ESA, any subsequent environmental reports, other documentation, reliance and the Owner’s certified written statement shall be provided at no cost to the Region.

64. The Owner shall satisfy the Development Engineering Department that it will be responsible for decommissioning any existing wells on the owner’s lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
65. Prior to final approval, the Owner shall demonstrate that no direct private access is permitted onto Bathurst Street. All accesses shall be provided through local roads.
66. The Owner shall submit plans and satisfy the Regional Transportation Services Department that sidewalks will be provided, including illumination in accordance with the local municipality’s or the Region’s design standards, as applicable. The sidewalks shall meet the local municipality’s standards, and be provided by the Owner along the subject lands’ frontage onto roadways that have transit services.

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

- Bathurst Street
67. 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.

## Ministry Of Culture

68. 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.
69. 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 68, until archaeological excavations of all significant sites within any phase for which final approval is sought has been carried out to the satisfaction of the Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.

## Clearance Conditions

70. The Town of Richmond Hill shall advise that Conditions 1 to 42 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
71. The Regional Corporate Services Department shall advise that Conditions 43 to 67 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
72. The Ministry of Culture shall advise that Conditions 68 and 69 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

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

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