

The Corporation of the City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-02002

**Devon Lane Construction Ltd.**

**Part of Lot 29, Concession 2, E.Y.S.**

**City of Richmond Hill**

**City of Richmond Hill**

**Development Planning Division**

1. Approval shall relate to a draft Plan of Subdivision prepared by Weston Consulting, having Project Number 9600-3, dated December 9, 2019 with a revision date of December 12, 2019 incorporating the following revisions:
  - a) any revisions, if necessary, to meet the requirements of the City of Richmond Hill pursuant to Condition 43 herein;
  - b) any revisions, if necessary, to meet the requirements of York Region pursuant to Condition 85 herein;
  - c) any revisions, if necessary, to meet the requirements of the Toronto and Region Conservation Authority pursuant to Condition 107 herein; and,
  - d) any revisions, if necessary, to meet the requirements of the City of Richmond Hill and the Toronto and Region Conservation Authority with respect to Block 90 (SWM Facility), to prevent encroachment into the Natural Heritage System.
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.
5. The Owner shall enter into a Sustainable Building Design Agreement, if required to do so by the City, to implement the sustainability components approved as part of the allocation of municipal servicing capacity to the proposed draft Plan of Subdivision 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 City without monetary consideration and free of all charges and encumbrances.
7. Any dead ends or open sides of road allowances, or entrances from existing 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.
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 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 and pads for bus shelters) 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 costs imposed upon the City by the Province of Ontario or The Regional Municipality of York and shall agree to pay all processing fees in accordance with the City's Tariff of Fees By-law with respect to the subdivision of the 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.

9. Prior to final approval of the draft plan or in any portion thereof, the Owner shall enter into an agreement with the distributor as that term is defined in the *Electricity Act*, 1998, respecting the provisions of electric service and streetlighting.
10. Such easements as may be required for utility, municipal servicing or drainage purposes shall be granted to the City or other appropriate authority without monetary consideration and in priority to all charges and encumbrances. Such easements to be conveyed to the City, the Region, the Province or the Toronto and Region Conservation Authority shall be conveyed without monetary consideration.
11. Prior to entering into any agreement with any telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, which is to be deeded or dedicated to the 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.

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 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.
14. 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.
15. 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.
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 City.
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 City, all undeveloped lands within the plan and all lands owned by such Owner abutting 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 City or other public authority, unless otherwise approved by the Commissioner.
19. 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.

The Owner agrees that the Geotechnical Report and investigation shall address the comments included in the Technical Memorandum dated December 3, 2019

prepared by Colin Alston, to support detailed design of municipal services all to the satisfaction of the City. The Owner agrees that the detailed design of the stormwater management facility shall include, if deemed necessary by the City, a liner and subdrain system to address basal stability under operating and maintenance conditions, all to the satisfaction of the City.

Based on the final evaluation of groundwater levels to support the final design of municipal servicing including storm water management facilities, the Owner agrees to refine the evaluation of Safe Excavation Depths within the shallow groundwater system above the Oak Ridges Aquifer Complex (ORAC) and the evaluation of the Inferred Maximum Excavation Depth associated with the ORAC all to the satisfaction of the City and to satisfy the recommendations of the North Leslie West Master Environmental Servicing Plan.

20. 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, pads for bus shelters 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, Conservation and Parks, by way of certificate, 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.

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, Conservation and Parks, the Regional Municipality of York, the City 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 City.

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 City 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 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.
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 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.
27. The Owner shall agree in the Subdivision Agreement to provide the City with computer generated (CAD) drawings 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 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.

28. The Owner 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.
29. 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 of public road access from the roads within the draft plan to 19<sup>th</sup> 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 Bayview Avenue or 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.
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 City, 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 City.

31. 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 Local Planning Appeal Tribunal.
32. 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.
33. 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 to implement the recommendations of the Stormwater Management Report.

34. 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.
35. 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.
36. 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, Conservation and Parks noise guidelines.
37. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the study referred to in Condition 36, 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.
38. 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.

39. 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.

40. 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.
41. The Owner shall agree to include the following warning clause in the registered Subdivision Agreement with respect to Blocks 83 to 86 inclusive and Lots 25, 26, 62 and 63:

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

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

42. 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 West Secondary Plan area.

43. The Owner shall agree in the Subdivision Agreement that Blocks 85 and 86, shall be shown as blocks 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.
44. Prior to final approval of the Plan either;
  - a) draft Plans of Subdivision located north and south of 19T-02002 in the form approved by the City (or Local Planning Appeal Tribunal) shall be registered and adequate road access to 19<sup>th</sup> Avenue and Bayview Avenue or Elgin Mills Road East or Leslie Street 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 highway adjacent to 19T-02002 (to the north and south) 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 road access to 19<sup>th</sup> Avenue and Bayview Avenue or Elgin Mills Road East or Leslie Street thereon, together with all required above and below ground municipal services.
45. Prior to final approval and in support of detailed design for municipal servicing, the Owner agrees to provide a Hydrogeological Report to address the comments in the Technical Memorandum dated December 3, 2019 prepared by Colin Alston, all to the satisfaction of the City and in accordance with the findings and recommendations of the Master Environmental Servicing Plan for the North Leslie West Secondary Plan area.

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

46. The Owner shall convey to the City Park Block 87 on the draft plan, which shall be no less than 0.64 hectares. The Owner shall agree in the Subdivision Agreement that parkland dedication obligations associated with this Plan of Subdivision are in accordance with the North Leslie West Master Parks Agreement.
47. Prior to registration of any phase of the plan, the Owner shall enter into a Master Parks Agreement with the City and obtain, and provide to the City, a clearance letter from the Trustee for the North Leslie West Landowners Group, confirming adherence to the North Leslie West Master Parks Agreement.
48. The Owner shall agree in the Subdivision Agreement to convey to the City at no cost, stormwater management Blocks 90 and 91, natural heritage system Blocks 88 and 89 (for environmental protection purposes), and Blocks 93 and 94 for future trails.

49. The Owner shall convey to the City Blocks 87, 88, 89, 90, 91, 93 and 94 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the City.
50. Prior to registration of the plan, the Owner shall submit a Phase 1 Environmental Site Assessment (ESA) for Blocks 87, 88, 89, 90, 91, 93 and 94 carried out consistent with the Canadian Standards Association Standard Z768-01. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Phase 1 Environmental Site Assessments including the undertaking of a Phase II ESA and/or a remedial plan, if such work is recommended) and to pay for all costs associated with the implementation. Any required ESA/Remedial Plan should not contain a limitation upon the right of the City to rely upon it and/or the information contained therein.
51. The Owner shall agree in the Subdivision Agreement to remove from the Natural Heritage lands and future trail lands (Blocks 88, 89, 93 and 94) 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.
52. 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 park or natural heritage blocks identified within the draft plan;
  - b) installation of any subdivision services within parkland (other than those that are required to service the park itself); or,
  - c) construction or use of any temporary or permanent access routes through any park or natural heritage lands (other than those required to grade/service the park itself).
53. 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.
54. 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.

55. 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 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 agree to implement the recommendations of such update as approved by the City.
56. 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.
57. 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 and future trail system (Blocks 87, 88, 89, 90, 91, 93 and 94), or as recommended in the approved Environmental Impact Statement/NHE;
  - d) pedestrian/trail linkages and associated landscaping through Blocks 93 and 94;
  - e) entrance features;
  - f) any landscaping indicated in the applicants IGMS/Sustainability Metrics proposal specifically 1.J.3, 1.J.4, 3.E.1;
  - g) landscaping of the stormwater management block and created wetlands (Blocks 88, 90 and 91);
  - h) landscape 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.

58. 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.
59. The Owner shall agree in the Subdivision Agreement to implement grading and servicing plans and utility coordination plans, which provide for:
  - a) consistency with the recommendations of the approved Tree Inventory and Preservation Plan;
  - b) grading within Park Block 87 to generally result in between two (2%) percent and five (5%) percent grade differential across the entire block;
  - c) servicing of Park Block 87 in accordance with City standards including a 50 mm water service to the property line (with curb stop/valve box at street line), electrical connection to the property line, one or more storm sewer catchbasin manholes within 1 metre of the property line;
  - d) engineered fill and all backfill material used to grade Park Block 87 shall be compacted to the City's standards, and shall be selected material from excavation or other sources for the use intended, unfrozen and free of rocks larger than 75 mm, cinders, ashes, sods, refuse or other deleterious materials;
  - e) finished elevations of Park Block 87 that include 20 cm topsoil depth and meet and match the proposed finished grade at all property lines for all abutting land uses;
  - f) permanent chain link fencing consistent with City standards, where parkland, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands;
  - g) temporary post and wire fencing along the perimeter of Park Block 87 where it abuts road allowances or other potential access points, to prohibit access to such lands until such time as parkland improvements proceed; and,
  - h) adequate space within the boulevard for planting street trees consistent with City standards.
60. Following completion of the grading and servicing works referred to in Condition 59 above (and prior to application of the topsoil), the Owner shall provide the City

with post-grading geotechnical soil tests, and a topographic survey that meets City requirements, confirming that the grading and servicing of Park Block 87 are consistent with approved plans.

61. The Owner shall agree in the Subdivision Agreement to provide topsoil on Park Block 87 to City standards. Prior to application of the topsoil to Park Block 87 the Owner will provide the City with the results of a topsoil fertility analysis confirming that the topsoil to be applied to the park meets City standards. Following application of the topsoil to the Park Block the Owner will provide the City with a finished grade topographical survey consistent with City requirements.
62. The Owner shall agree in the Subdivision Agreement to sod/seed Park Block 87 if requested to do so by the City.
63. The Owner shall agree in the Subdivision Agreement to install a sign on Park Block 87 notifying residents of the future park planned for the site and indicating that no dumping is permitted on the future park lands.
64. The Owner shall agree in the Subdivision Agreement to provide securities for all required works in the park including grading, servicing, topsoil, sodding/seeding, fencing, signage etc. The Owner understands that the City will draw on the securities to undertake required works if the Owner fails to proceed with the park works at a reasonable speed.
65. The Owner shall agree in the Subdivision Agreement to maintain Block(s) 87, 88, 89, 90, 91, 93 and 94 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(s) 87, 88, 89, 90, 91, 93 and 94 until such time as the above and below ground services associated with the subdivision are assumed.
66. The Owner shall agree in the Subdivision Agreement that warning clauses will be included in all agreements of purchase and sale, and that information will be provided on all community information maps and promotional sales materials, providing notice as follows:
  - a) that encroachments of any kind are not permitted in natural heritage blocks, valleylands, valleyland buffers, stormwater management blocks, or park lands;
  - b) that Park Block 87 will be developed into an active park and uses may include sports facilities, courts, play equipment, and other facilities that will attract a range of park users, sports groups and spectators. Purchasers are advised that properties in the vicinity of the park may be affected by increased traffic and parking on the streets, and ambient noise and lighting from park use;

- c) that Block 90 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 Block 90, by the purchasers, their family, friends or invitees;
- d) 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,
- e) that Block(s) 87, 88, 89, 90, 91, 93 and 94 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**

#### Conditions to be Included in the Subdivision Agreement

- 67. 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.
- 68. The Owner shall contribute towards the financial obligations for 19<sup>th</sup> Avenue, between the intersections of Bayview Avenue and Leslie Avenue, to its ultimate full urban cross section, per the approved Environmental Assessment and subject to DC credits in accordance with Regional policy.
- 69. The Owner shall protect and/or provide for future vehicular/cycling and walking interconnections to the properties to the north and south, where appropriate.
- 70. The Owner shall provide direct shared pedestrian/cycling facilities and connections from the proposed development to Bayview Avenue and surrounding local/Collector roads to support active transportation and public transit, where appropriate. A drawing showing the conceptual routing of active transportation facilities and connections internal to the site and to the Regional roads.
- 71. The Owner shall agree that vehicular access to Block 92 shall be accessed via the driveway located directly opposite the existing access to Holy Trinity School

on the west side of Bayview Avenue. No other direct vehicular access will be permitted to Block 92 from Bayview Avenue.

72. The Owner shall agree in wording satisfactory to the Corporate Services Department, to be responsible to decommission any existing wells on the Owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
73. The Owner shall agree in wording satisfactory to the Corporate Services Department, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Corporate Services Department.
74. The Owner shall agree in wording satisfactory to the Corporate Services Department, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
75. The following warning clause shall be included with respect to the lots or blocks affected:

“Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building’s occupants.”
76. Where noise attenuation features will abut the Bayview Avenue right-of-way, the Owner shall agree in wording satisfactory to the Corporate Services Department, as follows:
  - a) no part of any noise attenuation feature shall be constructed on or within the Bayview Avenue right-of-way;
  - b) noise fences adjacent to Bayview Avenue may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
  - c) maintenance of the noise barriers and fences bordering on the Bayview Avenue right-of-way shall not be the responsibility of York Region; and,
  - d) any landscaping provided on the Bayview Avenue right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by the Corporate Services Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.
77. The Owner shall agree in wording satisfactory to the Corporate Services Department that the Owner will be responsible for determining the location of all

utility plants within the York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

78. The Owner shall advise all potential purchasers of the existing and future introduction of transit services.

Conditions to be Satisfied Prior to Final Approval

79. 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.
80. The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Richmond Hill:
- a) a copy of the Council resolution confirming that the City of Richmond Hill has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof; and,
  - b) a copy of an email confirmation by City of Richmond Hill staff stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
81. The Owner shall provide an electronic copy of the engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services Division and the Infrastructure Asset Management Branch for record.
82. 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.
83. The Owner shall provide a comprehensive Transportation Study that is consistent with the Region's Transportation Mobility Plan Guidelines for Development Applications (November 2016) to support the proposed development.

84. The Owner shall provide as part of the Transportation Study, a Transportation Demand Management (TDM) plan and recommendations. The TDM plan shall include a checklist to indicate the TDM measures, associated costs and the responsibilities of the applicant to mitigate these measures, consistent with Table 13 of the Transportation Mobility Plan Guidelines for Development Applications (November 2016).

The TDM Plan shall also include a communication strategy to communicate and notify the Region and the City of Richmond Hill to effectively deliver the Information Packages and pre-loaded PRESTO Cards to residents. This strategy shall also include a physical location for distribution of the Information Packages and pre-loaded PRESTO Cards.

85. Upon registration, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
- a) a widening across the full frontage of the site where it abuts Bayview Avenue in accordance with the Minutes of Settlement dated July 18, 2012.
86. In order to determine the property dedications (if any) required to achieve the ultimate right-of-way width of Bayview Avenue abutting the subject site, the applicant shall submit a recent plan of survey for the property that illustrates the existing centre line of construction of Bayview Avenue.
87. 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.
88. The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the *Environmental Protection Act* and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or

documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

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

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

89. The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the Corporate Services Department recommending noise attenuation features.
90. The Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the Bayview Avenue right-of-way, to the Corporate Services Department, Attention: Manager, Development Engineering, that includes the following drawings/studies:
  - a) Plan and Profile for Bayview and any intersections;
  - b) Grading and Servicing;
  - c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
  - d) Functional Transportation Report/Plan;
  - e) Construction Access Design;
  - f) Utility and underground services Location Plans;
  - g) Signalization and Illumination Designs;
  - h) Line Painting;
  - i) Traffic Control/Management Plans;
  - j) Erosion and Siltation Control Plans;

- k) Landscaping Plans, including tree preservation, relocation and removals;
  - l) Requirements of York Region Transit/Viva;
  - m) Water distribution report; and,
  - n) Noise study.
91. The location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Corporate Services Department and illustrated on the Engineering Drawings.
92. The Owner shall demonstrate, to the satisfaction of the Corporate Services Department, that all existing driveway(s) along the Regional road frontages of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
93. The Owner shall demonstrate, to the satisfaction of the Corporate Services Department that elevations along the ultimate streetline shall be 0.3 metres above the centreline elevations of Bayview Avenue, unless otherwise specified by Corporate Services Department.
94. The Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
- a) all existing woody vegetation within the Bayview Avenue right-of-way;
  - b) tree protection measures to be implemented on and off the Bayview Avenue right-of-way to protect right-of-way vegetation to be preserved;
  - c) any woody vegetation within the Bayview Avenue right-of-way that is proposed to be removed or relocated. However, it is to be noted that tree removal within the Bayview Avenue right-of-way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal; and,
  - d) a planting plan for all new and relocated vegetation to be planted within the Bayview Avenue right-of-way, is based on the following general guideline:  
  
Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed and included in the Subdivision Agreement, they will require the approval of the City and be supported by a Maintenance Agreement between the City and the Region for City maintenance of these features; any such Maintenance Agreement should indicate that where the area municipality does not

maintain the feature to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.

95. The Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
96. 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**

97. That prior to any development, pre-servicing or site alteration, grading, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
  - a) all outstanding issues as itemized in Appendix 'A' in the April 5, 2019 comment letter prepared by TRCA shall be addressed in a detailed response letter to the satisfaction of the TRCA;
  - b) the final Environmental Impact Study (EIS) be completed to include specific reference to address the removal of Wetland F20 and the creation of a new compensation wetland, to the satisfaction and final approval of the TRCA;
  - c) the final Environmental Management Plan (EMP), including a dynamic Adaptive Management Plan, be approved to the satisfaction of the TRCA. The EMP will be required to incorporate the findings of the groundwater investigations;
  - d) a development phasing plan illustrating the various phases of development and associated timing of construction to implement the draft plan be provided to the TRCA. Temporary stormwater management schemes should be included for lots and blocks which drain to lands which do not form part of this draft plan;
  - e) a detailed engineering report or technical memo confirming how targets (i.e. quantity, quality, thermal impacts, downstream erosion thresholds) have been updated and/or refined to reflect the detailed design stage, as identified in the related detailed studies within the approved MESP, to the satisfaction of the TRCA. The report will include:
    - i) proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas and/or discharge to wetland areas during and after construction, in accordance with current

Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and an ESC report must address phasing and staging, demonstrate how impacts to the NHS will be minimized, and contingency measures within the EMP Adaptive Management Plan;

- ii) the integration of LID measures and the employment of source and conveyance controls to mimic to the extent possible, pre-development hydrology to the satisfaction of the TRCA;
- iii) detailed design of all proposed infiltration and low-impact development measures that are to be employed, demonstrating that TRCA's requirements, which include but are not limited to quality and quantity requirements, have been satisfied and how the receiving stormwater management ponds (which may or may not be located on this property) are being managed during the construction phase while some or all of the LIDs are not in operation. Should the LIDs be constructed in the first phase of development, the report should also identify how the LIDs will be maintained during and after construction to ensure they function in accordance with the intended design parameters;
- iv) the size and location of all LID measures associated with this development be confirmed to the satisfaction of the TRCA. If required to meet TRCA requirements, red-lined revisions be made to the plan to provide for necessary blocks within the Plan. This may require modifications to the size or configuration of the LID into surrounding lands within this subdivision which are currently proposed for development; and,
- v) no foundations or basements shall be permitted within the IMEE unless it can be demonstrated that excavation for the foundations and private servicing of the lots shall not go beyond the safe excavation depths, and the lot will not require active permanent dewatering. Passive permanent dewatering such as foundation drains may be permitted subject to collected groundwater be redirected promote infiltration/on-site retention or appropriately convey the groundwater to the Natural Heritage Features.
- f) detailed grading plans shall be provided for the subject lands, illustrating how grade differentials will be accommodated without the use of retaining walls within or adjacent to natural feature blocks, associated environmental buffers, or adjacent landowners not yet draft approved;
- g) the floodlines be verified through ground-truthing to the existing topography, and the applicable buffers be applied;
- h) all applicable plans illustrating that all works, including grading, site alterations, construction staging, or materials associated with these

activities, will not encroach or be placed on lands owned by the TRCA, 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;

- i) detailed Site Water Balance and Feature-Based Water Balance reports which identifies measures that will be implemented during construction and post-construction be provided. The reports shall demonstrate 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 achieve the established targets 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 significant natural features - including but not necessarily limited to wetlands, watercourses, woodlands. 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;
  - iv) 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;
  - v) 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;
  - vi) provide detailed design of the LID system(s) and any implementation/maintenance information; and,
  - vii) 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 include monitoring throughout construction and post-construction and provide funding securities for the long-term monitoring of this

system (5 years after municipal assumption) to the satisfaction of the TRCA and the City.

- j) a detailed Compensation Wetland Plan be provided to the satisfaction of the TRCA, including a phasing plan to construct the new wetland as compensation for the removal of Wetland F20, in accordance with the North Leslie Secondary Plan, and shall include:
  - i) the detailed design of an enhanced wetland compensation block. The design shall address the proposed location and demonstrate that the form and function of the wetland can be created and be self-sustaining;
  - ii) a complete restoration and planting plan prepared by a qualified Ecologist, Landscape Architect or approved professional equivalent;
  - iii) a report confirming how the wetland shall receive water to support flora and fauna species;
  - iv) details on the staging and construction sequencing of the New Wetland in Block 88 prior to the removal of existing Wetland F20. The enhanced compensation wetland area will be required to be completed and functionally operational prior to the removal of Wetland F20 and prior to any topsoil stripping permits for the subdivision;
  - v) a Wildlife Rescue Plan be provided which details how any species present in Wetland F20 will be collected, removed and relocated; and,
  - vi) the appropriate permits from the TRCA (pursuant to Ontario Regulation 166/06 as amended) and other applicable agencies have been obtained.
- k) provide an Adaptive Management Report and Plan within an approved EMP that includes a comprehensive monitoring program associated with adjacent wetlands where the pre-development catchment area is being altered through this development, and watercourses to which stormwater from this property is being discharged. This report must compile all available pre-development/baseline monitoring information, provide for on-going pre-development monitoring where possible, and provide a plan with measures to be implemented for maintaining the pre-development water balance (in accordance with the requisite water balance reports) during construction and post-construction to the greatest extent possible. In the absence of sufficient pre-development monitoring, this report must also identify contingency measures and specific actions that may be taken within the development area to supplement and/or modify the quantity and quality of flows being directed to each impacted feature on an on-going

basis, should the monitoring program identify that the pre-development conditions and/or pre-development wetland characteristics are being adversely impacted, to the satisfaction of the TRCA. The Adaptive Management Report must also include a specific section including an assessment of potential options for addressing unanticipated results of the monitoring – such as erosion downstream of the stormwater management outlet, or sediment discharge to natural features;

- l) provide a ground water constraint assessment that will examine existing and proposed ground water levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure to further confirm safe excavation depths to avoid potential basal heave during construction. Interactions between untreated (or insufficiently treated) surface and groundwater, shallow ground water, and dewatering requirements must be identified, with refinements and/or revisions made as necessary to mitigate against any potential impacts to the satisfaction of the City's Geotechnical Peer Reviewer. Confirmation from the peer reviewer or the City Engineering Department will be required to be provided to the TRCA;
- m) the potential need for sub-drains within the SWM ponds will be considered based on detailed geotechnical design requirements. Should they be required, subdrains will be directed towards tributaries and wetland features in accordance with the approved EMP, in accordance with the approved Feature Based Water Balance and its approved targets;
- n) permanent dewatering of groundwater or interflow associated with any component of this development shall not be permitted. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated;
- o) information detailing all anticipated temporary dewatering that may be required during the construction phase, including anticipated volumes, duration, discharge locations, erosion threshold analysis, recovery rates and time to recover groundwater to 90% recovery on an upward trend, and filtration media - as required, to the satisfaction of the TRCA, for the purposes of determining whether a TRCA permit, PTTW, permits regarding the *Endangered Species Act*, and/or *Fisheries Act* review is required;
- p) 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;
- q) for areas in which the pre-development catchments of adjacent wetland features are being affected by this development, an assessment of

phasing opportunities related to grading work and dewatering be undertaken, including undertaking additional continuous groundwater and surface water level monitoring of all PSW's during construction, and data to be compared against existing conditions to ensure that no negative impacts are observed in accordance with the MESP;

- r) the applicant attain all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required, and those related to any associated infrastructure or stormwater management works required to support this development that may be located off of the subject property. No grading, pre-servicing or temporary stormwater management works are to be initiated until such time as all requisite TRCA approvals and permits are attained;
- s) 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;
- t) a restoration and enhancement strategy be completed to the satisfaction of the TRCA, for all natural heritage systems, environmental buffer lands and any areas (i.e. stormwater management facilities) in which works associated with this subdivision may extend onto lands to be conveyed to a public agency;
- u) all slopes be designed to be at a stable incline, without the use of retaining walls (to the greatest extent possible), and with regard for TRCA's Healthy Soil Guidelines within all buffer areas, and restored with a robust planting plan, consistent with TRCA's planting guidelines, to the satisfaction of the TRCA;
- v) 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;
- w) best efforts be undertaken to incorporate Ecological Significant Groundwater Recharge Areas (EGRAs) into the Environmental Management Plan if possible. EGRAs were identified as part of the Rouge River Watershed Plan; and,
- x) all stormwater outlets and outflow channels shall be naturalized, designed to incorporate TRCA's design guidelines and designed to provide additional enhancements to water quality, quantity control, thermal impact mitigation and habitat. Offline wetlands, riparian Plantings, flow dispersal

measures, micro-topography creation and similar measures shall be employed where feasible to achieve these objectives.

98. That a contingency plan as a component of the EMP be provided for review and approval by the TRCA prior to earthworks being undertaken, in such case as the ORAC is breached during the construction/excavation of infrastructure or foundations. The Plan shall outline potential measures for reconstruction of the till cap in the event of unexpected bottom heave/excavation into the underlying Oak Ridges Moraine Aquifer occurs, and be submitted to the City as part of the detailed design.
99. The design and coordination of the spine servicing plans for the North Leslie Area be provided for review and approval to the satisfaction of the TRCA. Servicing within North Leslie must demonstrate that the alignment and location of the services are feasible with due consideration to avoid natural features, and demonstrate the proposed works will have no negative impacts upon the ecological, hydrogeological and geotechnical concerns within the North Leslie Secondary Plan area.
100. That the implementing zoning by-law recognize all natural heritage feature/systems and environmental buffer blocks, stormwater management blocks, and the future wetland F20 block, and be placed in an environmental protection or other suitable zoning category which has the effect of prohibiting development and structural encroachment, and ensuring its long term preservation in perpetuity, to the satisfaction of the TRCA.

TRCA Subdivision Agreement Clauses for Devon Lane Construction Ltd. (19T(R)-02002)

101. That the Owner agrees in the Subdivision Agreement, in wording acceptable to the TRCA:
  - a) to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions, including but not limited to:
    - i) MESP for North Leslie West;
    - ii) Environmental Impact Study;
    - iii) Environmental Management Plan (including an Adaptive Management Plan);
    - iv) Functional Servicing and Stormwater Management Report;
    - v) Hydrogeological Reports and Hydrogeological Supplementary Investigation for Wetland F20;
    - vi) Geotechnical Reports;
    - vii) Infrastructure Maintenance Manual and Groundwater Control Manual;
    - viii) Erosion and Sediment Control Plan and Report;
    - ix) Restoration and Enhancement Plans for all NHS areas and Environmental Buffers;
    - x) New Wetland F20 Compensation Plan; and,

- xi) Wetland F20 Wildlife Rescue Plan.
- b) to implement the requirements of the TRCA's conditions in wording acceptable to the TRCA;
- c) to design and implement on-site erosion and sediment control plans as well as monitoring in accordance with current TRCA standards;
- d) to obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA, in addition to all other necessary permits and approvals from applicable Ministries and Agencies;
- e) to 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 and the City;
- 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 (including Lots 1-7 and Blocks 92 and 83), prior to occupancy of any homes within that lot or block;
- g) to implement all water balance/infiltration measures identified in the water balance study and feature based water balance that is to be completed for the subject property;
- h) an Infrastructure Maintenance Manual and Groundwater Control Manual be provided for review and approval to the satisfaction of the TRCA and the City;
- i) to design a comprehensive monitoring protocol and provide the requisite funding (to be secured in the Subdivision Agreement) and permissions for the construction and long-term monitoring and maintenance of the water balance and infiltration measures on this site to the satisfaction of the TRCA;
- j) to design and construct a new wetland in accordance with Section 9.5.2.2 (g) of the North Leslie Secondary Plan, to the satisfaction of the TRCA;
- k) to provide a Wildlife Rescue Plan for the relocation of amphibians from Wetland F20 to the new Compensation Wetland. The Plan shall provide a monitoring protocol (which shall include mitigation measures to ensure the long term viability of the feature for 3-5 years post assumption) and shall provide the requisite funding in the form of a letter of credit for the Wetland Compensation Block. The funding is to secure the long term monitoring as well as any adaptive management measures necessary during the monitoring period, to the satisfaction of the TRCA and City;

- l) to provide a planting, enhancement and restoration strategy for all lands included in the Wetland Compensation Block to the satisfaction and approval of the TRCA. The compensation area shall be functionally operational and all wildlife relocated prior to topsoil stripping of the site. The planting restoration of this area shall be completed and maintained for a minimum of 3 years to a maximum of 5 years after registration, to the satisfaction of the TRCA. Sufficient funds shall be secured through a Letter of Credit or other appropriate measure in favour of the City of Richmond Hill and shall be released upon final inspection of the Compensation Wetland Block to the satisfaction of the TRCA and the City;
  - m) to obtain all necessary permits pursuant to Ontario Regulation 166/06 (as amended) from the TRCA, in addition to all other necessary permits from all applicable ministries and agencies; and,
  - n) 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 continue to meet current day requirements, and that the Owner update any studies, as required, to reflect current day requirements.
102. That the Owner shall carry out, or cause to be carried out, the removal and restoration of any historical, man-made intrusions on lands to be conveyed to a public agency, including Block 88 and Block 89. This includes but is not limited to the removal of asphalt, culverts, structures, fences, debris, etc. and the restoration of these areas to a natural state, to the satisfaction of TRCA and/or the City.
103. That Natural Heritage System Block 88 and Block 89 (and its environmental buffers) be conveyed into public ownership.
104. 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 Block 92 and Block 83 which is adjacent to Natural Heritage System Blocks which identifies the following:
- a) the rear lot line is adjacent to environmental protection lands, which are regulated by the Toronto and Region Conservation Authority. These lands are considered to be part of the publically owned environmental protection area, which is intended to remain naturalized, and may not be actively maintained. A future trail may be located within all or a part of this area, however private uses such as picnic, barbeque or garden areas; storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. In addition, private access to the lands (i.e. private gates) through the subject property is prohibited.
105. 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.
106. To carry out or cause to be carried out, the cleaning and maintenance of all stormwater management infrastructure (including best management practice measures and LID's) prior to the assumption of the subdivision by the City of Richmond Hill.
  107. 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 Heritage, Sport, Tourism and Culture Industries**

108. 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 Heritage, Sport, Tourism and Culture Industries.
109. 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 108, 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 Heritage, Sport, Tourism and Culture Industries.

### **TransCanada PipeLines Limited**

110. TransCanada's right-of-way shall be dedicated to the municipality as passive open space or parkland subject to TransCanada's easement rights. TransCanada's right-of-way shall be identified on all municipal plans and schedules as a pipeline/utility corridor.

111. The conditions, restrictions or covenants specified by TransCanada shall be registered against title in relation to the "Lands" and the plan by way of application to register conditions, restrictions or covenants, as applicable, pursuant to the *Land Titles Act*, or any amendments thereto.
112. Written consent must be obtained from TransCanada prior to undertaking the following activities:
  - a) constructing or installing a facility across, on, along or under a TransCanada pipeline right-of-way;
  - b) conducting a ground disturbance (excavation or digging) on TransCanada's pipeline right-of-way or within 30 metres of centreline of TransCanada's pipe (the "Prescribed Area");
  - c) driving a vehicle, mobile equipment or machinery across a TransCanada pipeline right-of-way outside the travelled portion of a highway or public road; and,
  - d) using any explosives within 300 metres of TransCanada's pipeline right-of-way.
113. In addition to the written consent noted above, a locate request must be made to the local one-call notification centre ("One-Call Centre") a minimum of three business days in advance of the construction, ground disturbance, or vehicle or mobile equipment crossing. The One-Call Centre will notify TransCanada to send a representative to mark the facilities, explain the significance of the markings and provide you with a copy of the locate report. TransCanada requests a minimum of five business days' notice for any work involving explosives.
114. During construction of the site, temporary fencing must be erected and maintained along the limits of the right-of-way by the Owner(s) to prevent unauthorized access by heavy machinery. The fence erected must meet TransCanada's specifications concerning type, height and location. The Owner is responsible for ensuring proper maintenance of the temporary fencing for the duration of construction.
115. Permanent fencing may be required along the limits of TransCanada's right-of-way adjacent to residential lots. The fence erected must meet TransCanada's and the municipality's specifications concerning type, location and height. Any excavations for fence posts on, or within 30 metres of the pipeline must be done by hand or hydro vac. There shall be no augers operated on the right-of-way. The Owner shall notify TransCanada 3 business days prior to any excavation for fence posts located on or within 30 metres of the pipeline. All fences made of metallic materials must be approved by TransCanada prior to being erected on or within 30 metres of the pipeline.
116. Storage of materials and/or equipment on TransCanada's right-of-way is not permitted.

117. Landscaping and pathways on TransCanada's right-of-way are to be approved in writing by TransCanada and done in accordance with TransCanada's Guidelines:

- a) the right-of-way is to be seeded with Canada #1 seed unless otherwise directed by TransCanada;
- b) a minimum five (5) metre continuous access way shall be maintained over, through and within the right-of-way to facilitate access for future pipeline operation and maintenance activities;
- c) no portion of trees or shrubs at the time of maturity shall be permitted to encroach within five (5) metres of the edge of the pipeline;
- d) no trees or shrubs which at the time of maturity can reach a height greater than four (4) metres shall be planted within the right-of-way;
- e) tree roots must not interfere with the pipeline (tap root trees are generally acceptable);
- f) a minimum of five (5) metres between all groups of trees/shrubs will be established (a group is defined as 3-5 trees/shrubs); and,
- g) irrigation systems are not permitted within the right-of-way.

118. Sidewalks and pathways:

- a) can be permitted to cross the right-of-way;
- b) if crossing the pipeline(s), shall be installed as close as possible to a ninety (90) degree angle in relation to the pipeline(s);
- c) pathway intersections with roadways shall have bollards installed to prevent vehicular access on the right-of-way (bollard design and location shall be approved by TransCanada);
- d) shall maintain a minimum five (5) metre setback distance from the edge of TransCanada's pipeline(s) at all points;
- e) the width of the pathway anywhere within the right-of-way or crossing the pipeline(s) shall not exceed three (3) metres;
- f) gravel, crushed limestone, bark, paving stones, patio blocks, and landscaping stones material are preferred for pathway installations; asphalt is permitted;
- g) concrete sidewalks and curbs which cross the pipeline must have expansion joints installed 1.5 metres on either side of the pipeline;

- h) if any damage to the sidewalk or pathway occurs as a result of TransCanada needing to access its pipeline(s) for maintenance or emergency purposes, TransCanada does not assume responsibility (financial or otherwise);
  - i) the third party is responsible for snow removal and maintaining the pathway to prevent damage to the right-of-way from erosion, illegal dumping, etc.;
  - j) where the installation of a pathway requires a ground disturbance within five (5) metres of a pipeline, the pipeline must be hand-exposed at intervals determined by TransCanada's regional field representative;
  - k) the presence of the pipeline must be clearly visible through the installation of above ground double-sided signage that meets TransCanada's specifications;
  - l) signage is to be installed at all crossings (road, pathway, other) and throughout the development area at intervals of minimum 100 metres; and,
  - m) signage shall not be obstructed by structures, trees or excessive landscaping.
119. Depth of cover over the pipeline right-of-way shall not be compromised due to rutting, erosion or other means.
120. Facilities shall be constructed to ensure drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover over the pipelines does not occur.
121. Any large scale excavation adjacent to the right-of-way, which is deeper than the bottom of the pipe, must maintain a slope of 3:1 away from the edge of the right-of-way.
122. If a pipe replacement is necessary because of the proposed development, temporary work room shall be granted to TransCanada on terms and conditions to be (or as) negotiated. This work room will be adjacent to the existing easement and may be up to a maximum of 15 metres wide on either or both sides. No grading or landscaping of the work room should be undertaken until the replacement has been completed.
123. A crossing and encroachment permit/agreement must be approved by TransCanada for ongoing activities such as mowing or maintenance of the right-of-way on public lands.
124. All display plans in the lot/home sales office shall identify the TransCanada pipeline right-of-way corridor within the proposed linear park block(s).

125. The Owner shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.
126. Regarding Zoning By-law Amendment file number D02-02042, the 7 metre setback is included in the Draft By-law.
127. The following provides design guidance for crossings:

#### Road Crossings

- a) crossings shall be made so that the angle between the centreline of the road or utility being crossed and the centreline of the pipeline is as close to 90 degrees as practical and not less than 45 degrees;
- b) the crossing shall not occur within seven (7) metres of a pipeline bend;
- c) a highway or private road shall be constructed so that the travelled surface is no less than 1.5 metres above the top of the pipeline;
- d) the bottom of the ditches adjacent to roads shall not be less than 1.4 metres above the top of the pipeline;
- e) traffic circles and cul-de-sacs are not permitted on the right-of-way or within seven (7) metres of the pipeline;
- f) paralleling roads are only permitted on one side of TransCanada's right-of-way and shall comply with municipal by-laws; should setback requirements not be specified in a municipal by-law, paralleling roads shall be located at a minimum of seven (7) metres away from the edge of the right-of-way;
- g) where a road crossing is permitted, gravel, paving stones, asphalt or concrete are typically accepted as the surface material; and,
- h) TransCanada may require mitigative measures to be applied, such as additional cover (earth fill), matting, bridging, or load bearing concrete slabs, to reduce the potential loading effects on the pipeline to acceptable levels.

#### General Conditions for Crossings of TransCanada's Pipelines by Utilities

- a) TransCanada shall retain the upper position in the crossing area;
- b) minimum separation between buried facilities shall be 600mm from open cut excavations and 1000mm for horizontal directional drill installation methods;
- c) the utility depth shall be maintained for the entire width of the right-of-way;

- d) the utility shall have no bends within the pipeline right-of-way;
- e) the utility shall have no joints, splices or other connections within the TransCanada pipeline right-of-way; and,
- f) pipeline crossings should not be placed within seven (7) metres of a TransCanada pipeline bend.

## **Clearance Conditions**

- 128. Final approval for registration may be issued in phases provided that all government agencies agree to registration by phases and provide clearances as required in Conditions 129 to 133 inclusive; clearances will be required for each phase proposed for registration by the Owner; furthermore, the required clearances may relate to lands not located within the phase sought to be registered.
- 129. The City of Richmond Hill shall advise that Conditions 1 to 66 inclusive and 128 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
- 130. The Regional Planning and Development Services Department shall advise that Conditions 67 to 96 and 128 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
- 131. The Toronto and Region Conservation Authority shall advise that Conditions 97 to 107 and 128 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
- 132. The Ministry of Heritage, Sport, Tourism and Culture Industries shall advise that Conditions 108, 109 and 128 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
- 133. The TransCanada PipeLines Limited shall advise that Conditions 110 to 127 inclusive and 128 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: