

Appendix C - Staff Report SRPI.21.025

The Corporation of the City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-19006

2702485 Ontario Inc.

Part of Lot 47, Concession 1, 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 Young & Young Surveying (Etobicoke 2006) Inc., dated December 21, 2020, incorporating the following revisions:
 - a) any revisions, if necessary, to meet the requirements of the Toronto and Region Conservation Authority pursuant to Condition 34 herein.
2. The lands within this draft Plan of Subdivision shall be appropriately zoned by a Zoning By-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. Prior to final approval of the Plan, the Owner shall provide the 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.

Development Engineering Division

4. The Owner shall agree 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.
5. The Owner(s) shall agree to provide the City with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the City's

digital submission requirements. These plans shall be tied to horizontal control at a minimum of three (3) locations at the extreme corners of the plan.

6. The Owner shall convey to the City all lands or easements required for municipal servicing of lands within or external to the plan to the satisfaction of the Commissioner of Planning and Infrastructure. Such lands or easements shall be granted to the City in priority to all charges and encumbrances and shall be conveyed without monetary consideration.

Policy Planning Division – Park and Natural Heritage Planning Section

7. Prior to execution of a Site Plan Agreement for the subject lands, the Owner agrees to convey to the City Block(s) 2 and 3 for environmental protection purposes free and clear of all encumbrances and/or encroachments.
8. Prior to conveyance of Block(s) 2 and 3, the Owner shall submit a Phase 1 Environmental Site Assessment (ESA) for these lands carried out consistent with the Canadian Standards Association Standard Z768-01.
9. The Owner shall not construct any permanent or temporary stormwater management facilities, store any construction related debris or materials (including topsoil), permit temporary or permanent emergency/construction access routes or install any services, within Block(s) 2 and 3 without the approval of the City.
10. The Owner shall agree in the Site Plan Agreement to maintain Block(s) 2 and 3 in a manner and condition acceptable to the City until such time as the City advises in writing that all obligations with respect to the site plan have been fulfilled and the City will take over maintenance. The Owner shall indemnify and save the municipality harmless with respect to any occurrence on or related to Block(s) 2 and 3 during the period for which the Owner is responsible for maintenance.
11. The Owner agrees that no trees, vegetation or environmentally significant features within the draft plan shall be removed or altered without the written consent of the City. 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.
12. Prior to registration of the Plan, the Owner shall submit an Environmental Impact Study to the satisfaction of the City. The Owner shall agree in the Site Plan Agreement applicable to the subject lands to implement the recommendations of the Environmental Impact Study as finally approved by the City, to pay all costs associated with implementation, and to provide associated securities upon request to guarantee undertaking of the work. In the event that a site plan agreement is not executed within 3 years of draft plan approval, the Owner agrees to submit an update to the Environmental Impact Study and to implement the recommendations of such update as approved by the City.

13. Prior to registration of the Plan, 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 in the Site Plan Agreement applicable to the subject lands, to implement the recommendations of the 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.
14. The Owner shall agree in the Site Plan Agreement applicable to the subject lands to install permanent chain link fencing consistent with City standards where Block(s) 2 and 3 abut non-municipal lands.
15. Prior to execution of the Site Plan 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 Blocks 2 and 3 or as recommended in the approved scoped Environmental Impact Statement;
 - d) Entrance features;
 - e) Tree cover replacement; and,
 - f) Any other specific landscaping required.
16. The Owner shall agree in the Site Plan 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.

Regional Municipality of York

17. The Owner shall enter into an Indemnity Agreement with the Region to 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.
18. York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the City of Richmond Hill for the development proposed within this draft plan of subdivision or any phase thereof.
19. The Owner shall provide an electronic copy of final engineering drawings of the watermains and sewers for the proposed development to the Community Planning and Development Services branch and the Infrastructure Asset Management branch for record.
20. The Owner shall contact Sustainable Mobility to discuss Transportation Demand Management options for the proposed development.

21. 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 the Regional Development By-law in effect at the time that Regional development charges, or any part thereof, are payable.

Toronto and Region Conservation Authority

22. The Owner shall demonstrate, with supporting discussion, analysis, drawings, etc. that TRCA's Stormwater Management Criteria has been satisfied:
 - a) Given the size and location of the site, TRCA water quantity control criteria require that post-development peak flows are controlled to pre-development conditions for all storm events up to and including the 100 year event (i.e. 2 to 100 year storm events.);
 - b) Water quality control criteria for the site would require an *Enhanced* level of protection (i.e. 80% T.S.S. removal). A "treatment train" approach should be utilized wherever feasible, in order to treat runoff at the source, en route, and at end-of-pipe;
 - c) The minimum erosion control requirement within TRCA's jurisdiction is retention of the first 5 mm of every rainfall event. For sites with stormwater management ponds, extended detention of the 25 mm event for a period of 48 hours would be required; and,
 - d) An annual water balance analysis is required for the site, which evaluates the pre-development, post-development (without mitigation), and post-development (with mitigation) conditions, to maintain the site's pre-development volumes in the post-development condition for evapotranspiration, infiltration, and runoff.
23. The Owner shall provide a Water Balance Assessment (if not already fully addressed above) outlining the required water balance criteria and how they are to be met or exceed by the proposed mitigation measures which have been deemed appropriate for the site.
24. The Owner shall provide a detailed and comprehensive Erosion and Sediment Control Plan, which complies with the TRCA's *Erosion and Sediment Control Guidelines for Urban Construction* (available at www.sustainabletechnologies.ca).
25. The Owner shall provide an up-to-date Natural Heritage Evaluation to the satisfaction of TRCA and City of Richmond Hill staff.
26. The Owner shall provide a detailed Planting / Restoration Plan(s) which includes proposed species and quantities as well as planting locations to the satisfaction of TRCA and City of Richmond Hill staff. The plans should include Block 2 (Open Space/Protective Zone) and Block 3 (identified as additional lands to be conveyed to City):

- a) A monitoring plan (minimum 2 years) demonstrating the newly planted material survives and fulfilled intended function including inspections and maintenance. A minimum warrantee period in accordance with City of Richmond Hill standards, with sufficient funds being secured through a letter of credit in favour of the City of Richmond Hill or other appropriate measures; and,
 - b) Species Management Plan for Phragmites.
- 27. That Blocks 2 (Open Space/Protective Zone) and 3 (Additional lands to be conveyed to City) be placed into an appropriate zoning category (i.e. Open Space) and gratuitously dedicated into public ownership to ensure the long-term protection of the lands.
 - 28. That the Owner acknowledges that any changes to the site plan which may impact/affect the floodplain will be further assessed to the satisfaction of the TRCA.
 - 29. That the Owner to provides TRCA with stamped engineer drawing(s) by a qualified engineer should a retaining wall be proposed.
 - 30. That the Owner shall provide a settling tank during the in-construction dewatering period to reduce the levels of TSS in the water to meet the Regional Municipality of York Discharge of Sewage, Storm Water and Land Drainage Bylaw No. 2011-56 requirements.
 - 31. That the Owner/applicant agrees to remit all outstanding TRCA review and/or clearance fees to the TRCA in accordance with the relevant TRCA fee schedule at that time.
 - 32. That the Owner/applicant agrees to 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 the subject property.
 - 33. That the Owner/applicant provide an updated Flood Plain Map sheet as well as accompany digital modeling based upon new works and modifications to the satisfaction of the TRCA.
 - 34. That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions, or in order to meet current established standards in place at time of registration of the Plan or any phase thereof.
 - 35. That the Owner agrees that the following clauses be required to be included in the future Site Plan 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 analyses to be approved by TRCA;
- b) to agree to, and implement, the requirements of the TRCA's conditions in wording acceptable to the TRCA;
- c) to design and implement on-site erosion and sediment controls in accordance with current TRCA standards;
- d) to maintain all stormwater management and erosion and sedimentation control structures operating in good repair during the construction period, in a manner satisfactory to the TRCA;
- e) to obtain all necessary TRCA permits pursuant to Ontario Regulation 166/06 (as amended) from the TRCA;
- f) to include appropriate clauses in all agreements of purchase and sale, for lots or blocks on which infiltration infrastructure (whether structural or passive) is to be located that clearly identifies maintenance responsibilities of the landowner;
- g) that the Blocks 2 and 3 be gratuitously conveyed into public ownership free of all encumbrances into public ownership;
- h) to provide and install all LID measures identified in the engineering report(s) for the purchaser prior to occupancy to the satisfaction of the City and TRCA; and,
- i) to undertake restoration and planting enhancements within the environmental blocks 2 (Open Space/Protective Zone) and 3 (Additional lands to be conveyed to City); in accordance with approved landscape planting plans and provide appropriate securities and/or letter of credit to the City of Richmond Hill.

Ministry of Heritage, Sport, Tourism and Culture Industries

- 36. 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.
- 37. The Owner shall agree that no development or grading shall occur on any site identified as being archaeologically significant by the assessment referred to in Condition 36, 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.

Clearance Conditions

38. The City of Richmond Hill shall advise that Conditions 1 to 16 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
39. The Regional Municipality of York shall advise that Conditions 17 to inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
40. The Toronto and Region Conservation Authority shall advise that Conditions 22 to 35 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
41. The Ministry of Heritage, Sport, Tourism and Culture Industries shall advise that Conditions 36 and 37 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.