

The Corporation of the City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-17005

**1863106 Ontario Inc.**

**Part of Lot 30, 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 Macaulay Shiomi Howson Ltd., having Project No. N19-1714, dated August 9, 2019 and incorporating the following revisions:
  - a) Blocks C and D shall be combined with Lot 36 to form one larger, consolidated Block or Lot;
  - b) any revisions, if necessary, to meet the requirements of York Region pursuant to Condition 102 b) herein; and,
  - c) any revisions, if necessary, to meet the requirements of the Toronto and Region Conservation Authority pursuant to Condition 110 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.
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 approval by the Control Architect, WAI Architect, will be required for all dwelling units not subject to Site Plan Control for architectural approval in accordance with the approved "Architectural Control Guidelines North Leslie West Community" dated January 2017 prior to application submission for building permit.
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 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) at the Owner's expense, both upon the lands within the draft plan and upon lands external thereof, provision of insurance, payment of Development Charges and prepayment of Local Improvement charges as required by the City.
- b) The Owner shall agree in the Subdivision Agreement to pay all processing fees in accordance with the City's Tariff of Fees By-law with respect to the subdivision of lands, and shall pay any new or additional costs or fees imposed upon the City by the Province of Ontario or The Regional Municipality of York which relate to the lands within the draft plan and which may arise prior to the final execution of the Subdivision Agreement. Payment of applicable Regional, Educational and City-wide Development Charges will be required prior to the issuance of any building permit upon the subdivision lands.
9. Prior to final approval of the draft plan or in any portion thereof, the Owner shall enter into an agreement with a distributor as that term is defined in the Electricity Act, 1998, respecting the provisions of electric service and street lighting.

10. Such easements as may be required for utility, municipal servicing or drainage purposes shall be granted to the City or other appropriate authority in priority to all charges and encumbrances. Such easements to be conveyed to the City, Region, the Province or the Toronto and Region Conservation Authority shall be conveyed without monetary consideration.
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.
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 unless approved by the Commissioner of Planning and Infrastructure.
19. Prior to final approval, a soils report with respect to the sufficiency and adequacy of the soil within the draft plan to sustain the municipal services and buildings and other structures to be constructed within the draft plan shall be submitted to the City for review and approval. The Owner agrees that the soils report shall include a detailed investigation of site conditions based on sufficient boreholes to support final engineering design. The Owner agrees that the soils report shall address the site specific groundwater, geologic and 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 (MESP) for the North Leslie West Secondary Plan area.
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, 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 of approval, for the installation of watermains, sanitary sewage works, and storm sewage works.

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

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

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

- 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(s) shall agree in the Subdivision Agreement to provide the City with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the City's digital submission requirements. These plans shall be tied to horizontal control at a minimum of three (3) locations at the extreme corners of the plan. The Owner(s) shall agree in the Subdivision Agreement to provide as built engineering drawings (including tributary areas drawings), in accordance with the digital and hard copy submission requirements specified in City Standards and shall include the database required to satisfy the City's Infrastructure Management System.
28. Prior to final approval of the draft plan or any portion thereof, arrangements satisfactory to the City shall be in place to provide for the following community services (at a time and with securities satisfactory to the City and with the conveyance of the necessary lands or easements for the community services to the City at a time satisfactory to it), which community services are in accordance with, or necessarily incidental to the Master Environmental Servicing Plan (MESP) for the North Leslie West Secondary Plan Area and the Functional Servicing Report (FSR) prepared by The Municipal Infrastructure Group Ltd.:
- a) Construction of one primary means public road access from roads within the draft plan to Leslie Street and one secondary means of public road access from 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 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 MESP and FSR;
  - c) Construction of the sanitary sewer system and appurtenances external to the draft plan to an established outlet and construction of sanitary sewers and appurtenances to service the draft plan, all as outlined in the MESP and FSR;
  - d) Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the MESP and FSR, together with required stormwater system outlet(s) external to the

plan to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,

- e) Conveyance of all lands within and external to the draft plan required for municipal servicing purposes, all as outlined in the MESP and FSR.
29. Prior to final approval of the Plan of Subdivision or any portion thereof, the Owner shall enter into one or more agreements, satisfactory to the City, pertaining to the provision of the community services referenced in Condition 28, which said agreement(s) shall address, among other things, credits under the Development Charges Act to the satisfaction of the City.
30. Prior to final approval of the Plan of Subdivision or any portion thereof, one or more by-laws enacted by the City under the Development Charges Act providing for development charges for boundary road improvements shall have come into force as provided for under that Act and any appeals to the said by-laws shall have been disposed of by the Local Planning Appeal Tribunal.
31. Prior to final approval of the Plan of Subdivision or any portion thereof, the Owner shall provide evidence satisfactory to the Commissioner of Planning and Infrastructure that the Owner has executed a cost sharing agreement with other owners within the North Leslie Secondary Plan area for the provision of community services within or external to the plan.
32. Prior to any grading, stripping or servicing of the lands included within the draft plan, the Owner shall provide a detailed Stormwater Management Report. This report shall be completed to the satisfaction of the Commissioner of Planning and Infrastructure and shall address:
- a) the selection of stormwater management source, conveyance, low impact development and end-of pipe practices to be implemented within and external to the draft plan to address storm water quantity, quality, runoff volume and erosion control;
  - b) the protection of groundwater quality and quantity;
  - c) the facility design, inspection, operation and maintenance procedures and associated costs;
  - d) monitoring plans, programs, equipment, procedures and associated costs required to address storm water management and facility performance in accordance with the requirements of the Master Environmental Servicing Plan (MESP) for the North Leslie West Secondary Plan Area and the Functional Servicing Report (FSR) prepared by The Municipal Infrastructure Group Ltd.; and,
  - e) erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features.

Such report(s) shall utilize as guidelines the Ministry of the Environment, Conservation and Parks 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 Infrastructure.

The Owner shall agree in the Subdivision Agreement:

- a) to implement the recommendations of the Stormwater Management Report;
- b) to undertake the stormwater management monitoring program specified in the Storm Water Management Report and to provide appropriate securities to carry out or cause to be carried out the monitoring program; and,
- c) to convey lands to the 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 Infrastructure.

33. The Owner shall agree in the Subdivision Agreement:

- a) to demonstrate that, prior to assumption of municipal services, all stormwater management facilities are performing in accordance with their approved design to the satisfaction of the Commissioner of Planning and Infrastructure; and,
- b) to satisfy the facility quality and quantity performance monitoring requirements during construction and for assumption specified in the City of Richmond Hill Stormwater Management Design Criteria.

34. The Owner shall engage the services of a certified noise consultant to complete a noise study recommending noise control features satisfactory to the City, the Regional Transportation and Works Department and in accordance with Ministry of the Environment, Conservation and Parks noise guidelines.

35. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the study referred to in Condition 34, shall be implemented as approved. Prior to final approval of the Plan of Subdivision, a copy of the fully executed Subdivision Agreement shall be forwarded to the Regional Transportation and Works Department.

36. Where the noise study has determined that a noise level of between 55 dBA to 60 dBA will remain, despite the implementation of the recommendations of that study, the following warning clause shall be included in the registered Subdivision Agreement with respect to the lots or blocks affected:

“Purchasers are advised that despite the inclusion of noise control features within the development area and within the individual building



units, noise levels may continue to be of concern, occasionally interfering with some activities of the building occupants.”

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

37. Where the noise study has determined that noise attenuation fences will be constructed onto lots or blocks within the plan, the following warning clause shall be included in the registered Subdivision Agreement with respect to the lots or blocks affected:

“Purchasers are advised that where noise attenuation fences are shown on the plans attached to the Subdivision Agreement with the City (Schedule “B”), it is the requirement of the City that such noise attenuation fences be constructed on private property and that they be maintained by the individual owner of the lot(s) or block(s) to the satisfaction of the City.”

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

38. Prior to final approval, the Owner shall agree in the Subdivision Agreement to retain a qualified hydrogeologist to assess the condition of all private wells with respect to quantity of water produced and its quality for drinking purposes. The hydrogeologist will identify the potential area of impact of the proposed construction and assess and report on the potential for construction activity, associated with the servicing of the subdivision, to detrimentally impact any of the wells. In the event any of the identified wells deteriorate as a result of this development, as determined by the hydrogeological assessment, the Owner agrees to provide the services of a hydrogeologist to investigate claims and recommend appropriate solutions, in a timely manner, and that the cost of any or all investigations and remedies will be the sole responsibility of the Owner.
39. The Owner shall agree in the Subdivision Agreement to retain a qualified geotechnical engineer to provide full time resident inspection during the construction of below ground municipal services including storm sewers, sanitary sewers, watermains and stormwater management facilities. The Owner agrees that the geotechnical engineer shall monitor and provide recommendations for excavation stability with respect to the local groundwater, geologic and hydrogeologic conditions in accordance with the soils report for the plan and in accordance with the findings and recommendations of the Master Environmental Servicing Plan for the North Leslie East Secondary Plan area.
40. Prior to final design of municipal servicing including storm water management facilities and prior to final approval of the plan, the Owner shall provide geotechnical data and reports in order 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.

41. Based on the final SED and IMED evaluation determined through Condition 40, the final plan and/or municipal servicing design shall be revised if necessary to satisfy design constraints all to the satisfaction of the City.
42. Prior to final approval, the Owner agrees to complete the following to support detailed design of the storm drainage system and grading of Park Block E, the Future Community Centre lands, and the proposed Park Block in the Road Allowance between Lots 30 and 31, Concession 2 (the "Park lands") shown on the draft plan, all to the satisfaction of the City:
  - a) Provide alternative grading and storm drainage system designs that:
    - i) Minimize the grade difference between the Leslie Street road allowance and the Park lands;
    - ii) Accommodate the above noted grade difference using transition slopes, and/or non-structural terraced retaining walls, with an aim to minimize areas that are not meeting the City's standard two (2%) percent and five (5%) percent grade differential across the entirety of the Park blocks;
    - iii) Include runoff volume and peak flow storm water management to comply with the drainage restrictions to the existing Regional storm drainage system on Leslie Street; and,
    - iv) Maximize the usable area of Park Block E.

Based on the alternative grading, storm drainage and stormwater management design approved by the City, the Owner agrees to retain a qualified landscape architect and consulting engineer to prepare detailed engineering and landscaping design plans for the noted grade transition and stormwater management system to the satisfaction of the City. The Owner shall agree in the Subdivision Agreement to implement the landscaping, grading and stormwater management including the installation of any required retaining walls within the Park lands all to the satisfaction of the City. Depending on the type and extent of any retaining walls required within City lands, the Owner shall agree in the Subdivision Agreement:

- a) to provide an extended warranty period of 3 years;
- b) to provide a maintenance payment in the amount of 100% of the construction cost of the non-structural retaining walls payable at the time of execution to ensure a reasonable service life to the satisfaction of the City; and,
- c) that the portion of Park Block E ultimately encumbered by stormwater management, transition slopes not meeting the City's standard two (2%) percent to five (5%) percent grade differential, and/or non-structural terraced retaining walls will not be counted toward the parkland dedication for this site.

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

43. The Owner shall convey to the City Park Block E on the draft plan, which shall be no less than 1.679 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.
44. The Owner shall agree in the Subdivision Agreement to convey, or direct that the Regional Municipality of York and/or the North Leslie Residential Landowners Group convey to the City, Part 4 on Plan 65R-33628 less the portion required for the extension of Street A and its associated daylighting triangle to connect to 19<sup>th</sup> Avenue. The Owner shall further agree that such conveyance will be on the same terms and conditions as Park Block E, including in respect of soils conditions and encumbrances/ encroachments.
45. 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.
46. The Owner shall agree in the Subdivision Agreement to convey to the City at no cost, Natural Heritage System Block F and Stormwater Management Block G.
47. The Owner shall convey to the City Blocks E, F and G free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the City.
48. Prior to registration of the plan, the Owner shall submit a Phase 1 Environmental Site Assessment (ESA) for Blocks E and F carried out consistent with the Canadian Standards Association Standard Z768-01. Additionally, 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.
49. 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, natural heritage or TransCanada Pipeline easement lands and blocks identified within or adjacent to 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).
- 50. 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.
  - 51. 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 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.
  - 52. Prior to registration of the plan, the Owner shall submit a Natural Heritage Evaluation to the satisfaction of 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.
  - 53. 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.
  - 54. 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 natural heritage system and future trail lands (Block F and adjacent Natural Heritage and Open Space lands north and west of Lot 35, TransCanada Pipeline Easement Lands Parts 2 and 3 on Plan 65R-19002, and Raki North Natural Heritage System Part 1 on Plan 65R-15110);
    - d) Pedestrian/trail linkages and associated landscaping through Block H;
    - e) Entrance features;
    - f) Any landscaping indicated in the Owner's IGMS/Sustainability Metrics proposal – street tree trenches, soil volume for trees, topsoil fertility and 50% shade covering over municipal sidewalk in 10 years;
    - g) Landscaping of the stormwater management block (Block G);

- h) Landscape measures (including at least 30 cm of increased topsoil in the boulevard and 30cm topsoil on private lots) necessary to maintain seasonal water balance in the key natural heritage features; and any other LID measures to achieve post development to pre-development targets;
- 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.

- 55. The Owner shall agree in the Subdivision Agreement to pay for all trees and planting within the road allowance in accordance with the policies of the City. Note that the required Utility Coordination Plan must demonstrate that there is adequate space within the boulevard for planting street trees consistent with City standards.
- 56. 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.
- 57. The Owner shall agree in the Subdivision Agreement to implement grading and servicing plans, which provide for:
  - a) Consistency with the recommendations of the approved Tree Inventory and Preservation Plan;
  - b) Grading within Park Block E to generally result in between two (2%) percent and five (5%) percent grade differential across the entire block;
  - c) Servicing of Park Block E 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 and one or more storm sewer catchbasin manholes within 1 metre of the property line;
  - d) Engineered fill and all backfill material used to grade Park Block E 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 E 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 1.5 metre 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 E 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.

58. Prior to final approval, the Owner agrees to complete the following to support detailed design of the storm drainage system and grading of Park Block E, the Future Community Centre lands, and the proposed Park Block in the Road Allowance between Lots 30 and 31, Concession 2 (the "Park lands") shown on the draft Plan of Subdivision drawing prepared by MSH and dated August 9, 2019 all to the satisfaction of the City:

- a) Provide grading and storm drainage system designs that:
  - i) Minimize the grade difference between the Leslie Street road allowance and the Park lands;
  - ii) Accommodate the above noted grade difference using transition slopes, and/or non-structural terraced retaining walls, with an aim to minimize areas that are not meeting the City's standard two (2%) percent and five (5%) percent grade differential across the entirety of the Park blocks;
  - iii) Include runoff volume and peak flow storm water management to comply with the drainage restrictions to the existing Regional storm drainage system on Leslie Street; and,
  - iv) Maximize the usable area of Park Block E.
- b) Based on the grading, storm drainage and stormwater management design approved by the City, the Owner agrees to retain a qualified landscape architect and consulting engineer to prepare detailed engineering and landscaping design plans for the noted grade transition and stormwater management system to the satisfaction of the City. The Owner shall agree in the Subdivision Agreement to implement the landscaping, grading and stormwater management including the installation of any required retaining walls within the Park lands all to the satisfaction of the City. Depending on the type and extent of any retaining walls required within City lands, the Owner shall agree in the Subdivision Agreement:
  - i) to provide an extended warranty period of 3 years;
  - ii) to provide a maintenance payment in the amount of 100% of the construction cost of the non-structural retaining walls payable at the time of execution to ensure a reasonable service life to the satisfaction of the City; and,
  - iii) that the portion of Park Block E ultimately encumbered by stormwater management, transition slopes not meeting the City's standard two (2%) percent to five (5%) percent grade differential, and/or non-structural terraced retaining walls will not be counted toward the parkland dedication for this site.

59. Following completion of the grading and servicing works referred to in Conditions 57 and 58 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 E are consistent with approved plans.
60. The Owner shall agree in the Subdivision Agreement to provide topsoil on Park Block E to City standards. Prior to application of the topsoil to Park Block E 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.
61. The Owner shall agree in the Subdivision Agreement to sod/seed Park Block E if requested to do so by the City.
62. The Owner shall agree in the Subdivision Agreement to install a sign on Park Block E notifying residents of the future park planned for the site and indicating that no dumping is permitted on the future park lands.
63. 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.
64. The Owner shall agree in the Subdivision Agreement to maintain Blocks E, F and G, future Community Centre lands Part 1 on Plan 65R-36031, TransCanada Pipeline Easement Lands Parts 2 and 3 on Plan 65R-19002, Raki North NHS Part 1 on Plan 65R-15110 and Open Space and NHS lands north and west of Lot 35 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.
65. The Owner shall indemnify and save the municipality harmless with respect to any occurrence on or related to Blocks E, F and G, future Community Centre lands Part 1 on Plan 65R-36031, TransCanada Pipeline Easement Lands Parts 2 and 3 on Plan 65R-19002, Raki North NHS Part 1 on Plan 65R-15110 and Open Space and NHS lands north and west of Lot 35 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 E will be developed into an active park and uses may include sports facilities, courts, play equipment, and other facilities that will attract a range park users, sports groups and spectators. Purchasers are advised that properties in the vicinity of the park may be affected by increased traffic and parking on the streets, and ambient noise and lighting from park use;
- c) that a Community Centre will be developed on lands Part 1, Plan 65R-36031. Uses may include sports facilities, courts, play equipment, and other facilities that will attract a range park users, sports groups and spectators. Purchasers are advised that properties in the vicinity of these lands may be affected by increased traffic and parking on the streets, and ambient noise and lighting from use of these lands;
- d) that Block G will be used for stormwater management purposes and lands to the south 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 G or the nearby stormwater management pond by the purchasers, their family, friends or invitees;
- e) 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,
- f) Blocks E, F and G, future Community Centre lands Part 1 on Plan 65R-36031, TransCanada Pipeline Easement Lands Parts 2 and 3 on Plan 65R-19002, Raki North NHS Part 1 on Plan 65R-15110 and Open Space and NHS lands north and west of Lot 35 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 and bicycle 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 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 agree to contribute towards the financial obligations for 19<sup>th</sup> Avenue, between the intersections of Bayview Avenue and Leslie Street, to its ultimate full urban cross section, per the approved Environmental Assessment and subject to DC credits in accordance with Regional policy.
69. The Owner shall agree to permit and provide vehicular, pedestrian and cycling interconnections to the property to the south located at 11280 Leslie Street through the Site Plan Agreement, Reciprocal Access Easement, Condominium Agreement and Declaration of Condominium Agreement.
70. The following warning clause shall be included with respect to Block B:

“PURCHASERS ARE ADVISED THAT VEHICULAR CONNECTIONS/ACCESS ONTO LESLIE STREET WILL NOT BE PERMITTED IN THE FUTURE.”
71. The following warning clause shall be included with respect to Block A, Block B and Lot 1:

“PURCHASERS ARE ADVISED THAT VEHICULAR, PEDESTRIAN AND CYCLING INTERCONNECTIONS WILL BE PROVIDED VIA “STREET 2” TO THE LANDS TO THE SOUTH (PROPERTY LOCATED AT 11280 LESLIE STREET).”
72. The Owner shall agree to include the following clause in the subsequent Site Plan Agreement(s), Purchase Agreement(s), Condominium Agreement(s) and Declaration of Condominium Agreement(s) for Block A, Block B and Lot 1, as identified on the draft plan:

"PURCHASERS ARE ADVISED THAT VEHICULAR, PEDESTRIAN AND CYCLING INTERCONNECTION WILL BE PROVIDED VIA “STREET 2” TO THE LANDS TO THE SOUTH (PROPERTY LOCATED AT 11280 LESLIE STREET).”
73. The Owner shall agree that access from Blocks B and E to Leslie Street will not be permitted.
74. The Owner shall agree to implement all recommendations provided in the Transportation Study, prepared by LEA Consulting Ltd., dated July 2018.
75. The Owner shall agree in wording satisfactory to Development Engineering, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
76. The Owner shall agree in wording satisfactory to Development Engineering, 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, Conservation and Parks guidelines and the York Region Noise Policy.

77. 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."

78. Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:

- a) That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
- b) That noise fences adjacent to York Region roads 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; and,
- c) That maintenance of the noise barriers and fences bordering on York Region rights-of-way shall not be the responsibility of York Region.

79. The Owner shall agree in wording satisfactory to Development Engineering, 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.

80. The Owner shall agree in wording satisfactory to Development Engineering that the Owner will be responsible for determining the location of all utility plants within 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.

#### **Conditions to be Satisfied Prior to Final Approval**

81. 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.

82. 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.
83. 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.
84. The Owner shall demonstrate that the Plan of Subdivision protects for a vehicular, pedestrian and cycling connection to the south (property located at 11280 Leslie Street).
85. The Owner shall provide direct shared pedestrian/cycling facilities and connections from the proposed development to 19<sup>th</sup> Avenue and Leslie Street to support active transportation and public transit, to the satisfaction of the Region. A drawing shall be provided demonstrating the conceptual layout of active transportation facilities and connections internal to the site and to the Regional roads.
86. Concurrent with the submission of the subdivision servicing application (MOE) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to Leslie Street and/or 19<sup>th</sup> Avenue, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
  - a) Plan and Profile for Leslie Street and 19<sup>th</sup> Avenue and intersections;
  - b) Grading and Servicing;
  - c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
  - d) Construction Access Design;
  - e) Utility and underground services Location Plans;
  - f) Signalization and Illumination Designs;
  - g) Line Painting;
  - h) Traffic Control/Management Plans;
  - i) Erosion and Siltation Control Plans;
  - j) Landscaping Plans, including tree preservation, relocation and removals; and,
  - k) Requirements of York Region Transit/Viva.
87. The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the Leslie Street and/or the 19<sup>th</sup> Avenue right-of-way. Only those works located in their ultimate location based on the next planning upgrade for this right-of-way will be

considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.

88. The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
89. The Owner shall demonstrate, to the satisfaction of Development Engineering that all existing driveway(s) along the Leslie Street and/or 19<sup>th</sup> Avenue frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
90. The Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 metres above the centreline elevations of Leslie Street and/or 19<sup>th</sup> Avenue, unless otherwise specified by Development Engineering.
91. The Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
  - a) All existing woody vegetation within the Leslie Street and/or 19<sup>th</sup> Avenue right-of-way;
  - b) Tree protection measures to be implemented on and off the Leslie Street and/or 19<sup>th</sup> Avenue right-of-way to protect right-of-way vegetation to be preserved;
  - c) Any woody vegetation within the Leslie Street and/or 19<sup>th</sup> Avenue right-of-way that is proposed to be removed or relocated. However, it is to be noted that tree removal within the Regional right-of-way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal;
  - d) A planting plan for all new and relocated vegetation to be planted within the Leslie Street and/or 19<sup>th</sup> Avenue right-of-way, 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 in the York Region right-of-way by the Owner or the area municipality for aesthetic purposes they must be approved by Development Engineering and shall be maintained by the area municipality with the exception of the usual grass maintenance; and,

- e) For landscape features not maintained to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.
92. The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
93. The Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:
- a) A widening across the full frontage of the site where it abuts Leslie Street in accordance with the Minutes of Settlement dated July 18, 2012; and,
  - b) A 15.0 metre by 15.0 metre daylight triangle at the southwest and northwest corners of Leslie Street and Street "A".
94. 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.
95. 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.

96. The Owner shall demonstrate, to the satisfaction of Development Engineering that Street "A" shall be designed to intersect Leslie Street at a right angle, or on a common tangent, and shall be located directly opposite the planned street on the east side of Leslie Street.
97. The Owner shall demonstrate, to the satisfaction of Development Engineering that Street "A" shall be designed to intersect 19<sup>th</sup> Avenue at a right angle, or on a common tangent, and shall be located directly opposite the planned street on the north side of 19<sup>th</sup> Avenue.
98. The Owner shall demonstrate, to the satisfaction of Development Engineering, that the throat width of Street "A" shall be designed to accommodate the recommendations of the transportation report approved by York Region.
99. The intersections of Leslie Street and Street "A" and 19<sup>th</sup> Avenue and Street "A" and 19<sup>th</sup> Avenue shall be designed to the satisfaction of Development Engineering with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by Development Engineering.
100. The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's right-of-way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
101. The Owner shall submit engineering plans for York Region's approval that identify on the plans the Transit requirements.
102. As the draft Plan of Subdivision is potentially affected by the 19<sup>th</sup> Avenue and Leslie Street Capital project, Blocks B and E shall not be released for registration until:
  - a) The Regional Transportation Services Department confirms in writing that the limits of the development are consistent with the detailed design for the Capital project; and,

- b) Red-line revisions to the draft Plan of Subdivision, if required, have been approved by the City of Richmond Hill, in consultation with York Region.
103. The Owner shall provide a copy of the Subdivision Agreement to the Corporate Services Department, outlining all requirements of the Corporate Services Department.
104. 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**

105. That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
- a) The final Environmental Impact Study (EIS). The EIS shall be completed and approved to the satisfaction of the TRCA;
  - b) The final Environmental Management Plan (EMP), including a dynamic Adaptive Management Plan, be approved to the satisfaction of the TRCA;
  - c) A detailed engineering report and plans including by not limited to the Stormwater Management Report and Functional Servicing Report that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands (including in phases), and how it will comply with all related Master Environmental Servicing Plan and TRCA requirements, to the satisfaction of the TRCA. This report shall include:
    - i) plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how target flows as identified in the related hydrologic studies within the approved MESP will be achieved during and post-development;
    - ii) appropriate Stormwater Management Practices (SWMP's) to be used to treat stormwater, to mitigate the impacts of development on the quality of ground and surface water resources (including thermal impacts) which demonstrates how it relates to terrestrial and aquatic species and their habitat, in addition to natural features and systems;
    - iii) location and description of all outlets and other facilities, grading, site alterations or development which may require a permit

pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourse Regulation;

- iv) confirmation that TRCA's stormwater management criteria and the criteria requirements for water balance have been met or exceeded;
  - v) Water Balance measures with supporting calculations;
  - vi) detail drawings, locations and plans for proposed water balance and LID measures on the appropriate drawings;
  - vii) Site Servicing and Grading Plans;
  - viii) Erosion and Sediment Control (ESC) plans 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;
- d) The applicant attains all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required, and those related to any associated infrastructure or stormwater management works required to support this development. No grading, pre-servicing or temporary stormwater management works are to be initiated until such time as a permit from the TRCA and all requisite TRCA approvals are attained;
- e) No grading shall be permitted within any Natural Heritage Feature / System. Grading encroachment within the Greenbelt Area shall not be permitted unless otherwise agreed upon by the City and the TRCA. Any encroachments must be minimized to the extent possible. All areas to be protected must be effectively isolated through fencing or other appropriate measures prior to any site alteration being initiated;
- f) A restoration and enhancement strategy be completed to the satisfaction of the TRCA, for all stormwater management, environmental buffer lands and any areas in which works associated with this subdivision may extend onto lands to be conveyed to a public agency;
- g) All slopes be designed at a stable incline, and with due consideration for TRCA's Healthy Soil Guidelines within all buffer areas. All slopes are to be restored with a robust planting plan, consistent with TRCA's planting guidelines, and to the satisfaction of the TRCA; and,
- h) All calculations and modeling parameters prepared for the stormwater management, erosion assessment, water balance, and floodplain



assessment (including floodplain mapping update) as part of the MESP will be confirmed, updated and/or refined as part of the subsequent detailed design stages based on updated information on land-use, building envelopes, site imperviousness, and any area where more detailed information (i.e. detailed topographic survey) will be provided.

106. The implementing zoning by-law recognize all natural features and environmental buffer blocks in an environmental protection or other suitable zoning category which has the effect of prohibiting development and structural encroachment, and ensuring the long term preservation of the lands in perpetuity, to the satisfaction of the TRCA.
107. 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 reference in TRCA's conditions and to provide for any requirements as set out in TRCA's conditions of draft approval, that extend beyond registration of this 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 maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, and until assumption by the City of Richmond Hill in a manner satisfactory to the TRCA;
  - e) to obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA, in addition to all necessary permits and approvals from Fisheries and Oceans Canada, and the Ministry of Natural Resources and Forestry;
  - f) to erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting lands to be conveyed to the public authority, prior to occupancy of any homes within that lot or block;
  - g) to implement all water balance/infiltration measures necessary to meet site water balance study and feature based water balance (in accordance with the MESP) that is to be completed for the subject property; and,
  - h) that prior to a request for registration of any phase of this subdivision – should registration not occur within 10 years of draft approval of this plan - that the Owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet

current day requirements, and that the owner update any studies, as required, to reflect current day requirements.

108. 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 lots adjacent to Natural Heritage System Blocks which identifies the following:
  - a) The owners are advised that the rear lot lines are adjacent to environmental protection lands, which are regulated by the Toronto and Region Conservation Authority. These lands are considered to be part of the publicly 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. Private rear yard gates are prohibited.
109. To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures and LIDs) prior to assumption of the subdivision by the City of Richmond Hill.
110. 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**

111. 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.
112. 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 111, 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**

113. The City of Richmond Hill shall advise that Conditions 1 to 66 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

114. The Regional Planning and Development Services Department shall advise that Conditions 67 to 104 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
115. The Toronto and Region Conservation Authority shall advise that Conditions 105 to 110 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
116. The Ministry of Heritage, Sport, Tourism and Culture Industries shall advise that Conditions 111 and 112 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 Infrastructure  
The City of Richmond Hill

Date: