

The Corporation of the City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-16004

2468390 Ontario Inc.

Part of Lot 26, 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 Evans Planning Inc., dated February 10, 2016 with a revision date of December 14, 2020 incorporating the following revisions:
 - a) Block 10 shall be labeled as “Future Development”;
 - b) any revisions, if necessary, to meet the requirements of the City of Richmond Hill pursuant to Condition 7 herein; and,
 - c) any revisions, if necessary, to meet the requirements of the Toronto and Region Conservation Authority pursuant to Condition 73 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 will be required for all dwelling units prior to submission of building permit applications to the City. The approved Architectural Control Guidelines for the North Leslie West Community, prepared by W Architect Inc., will be identified as the architectural control reference in the Subdivision Agreement prior to its execution by the City.
- 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, open sides of road allowances, or entrances from existing road allowances created by this draft Plan of Subdivision shall be terminated in 0.3 metre reserves, to be conveyed to the City without monetary consideration and free of all charges and encumbrances.
- 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 streetlighting.

10. Such easements as may be required for utility, municipal servicing, drainage purposes or grading/alteration (including placement or removal of fill material and retaining wall structures), shall be granted to the City or other appropriate authority 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.
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.
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.
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 where feasible 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. The Owner(s) shall contribute towards the cost of supplying and installing horizontal and vertical control and certification by an Ontario Land Surveyor as part of the City's survey monumentation program.
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 Water Resource Management Study (WRMS) and Functional Servicing Report (FSR) prepared for the Plan and Master Environmental Servicing Plan (MESP) for the North Leslie West Secondary Plan Area:
- a) Construction of one primary means public road access from the roads within the draft plan to Bayview Avenue or Elgin Mills Road East, 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 WRMS, FSR and MESP;

- 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 WRMS, FSR and MESP;
 - d) Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the WRMS, FSR 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,
 - e) Conveyance of all lands external to the draft plan required for municipal servicing purposes, all as outlined in the WRMS, FSR 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 (LPAT).
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 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.
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 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 Water Resource Management Study (WRMS), Functional Servicing Report (FSR) 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, 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 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 or easements 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.

34. 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.

35. 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.

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

37. 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.

38. 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.

39. 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.
40. 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.

41. Prior to final approval of the Plan either:
 - a) Draft plan(s) in the form approved by the City (or LPAT) shall be registered and adequate public road access to Bayview Avenue or Elgin Mills Road East adjacent to the Plan (to the north and east) shall have been provided, together with all required above and below ground municipal services to the satisfaction of the City; or,
 - b) The lands to form the public road access to Bayview Avenue or Elgin Mills Road East adjacent to the Plan (to the north and east) shall have been conveyed to the City without cost and free of encumbrances, and arrangements satisfactory to the City shall be in place for the construction of the road thereon, together with all required above and below ground municipal services.
42. The Owner shall agree in the Subdivision Agreement that Block 10 shall be shown as a block on the final plan and shall be developed only in conjunction with abutting lands. If the Owner acquires the abutting lands prior to the release of this draft plan for registration, the abutting lands may be combined with the said blocks and shown as lots within the final plan. Further, with respect to this restriction, the Owner shall provide and register restrictions under Section 118 and 119 of the *Land Titles Act*, satisfactory to the City.

Policy Planning Division – Park and Natural Heritage Planning Section

43. 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.
44. The Owner shall agree in the Subdivision Agreement to convey to the City at no cost, Open Space Block 9 for environmental protection and landscaping purposes.
45. The Owner shall convey to the City Block 9 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the City.
46. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Phase 1 Environmental Site Assessments prepared by exp. dated January 14, 2016 including the undertaking of a Phase II ESA and/or a remedial plan (if such work is recommended) and to pay for all costs associated with the implementation. Any required ESA/Remedial Plan should not

contain a limitation upon the right of the City to rely upon it and/or the information contained therein.

47. The Owner shall agree in the Subdivision Agreement to remove from the Open Space Block (Block 9) any historical, man-made intrusions/structures and restore the lands to the satisfaction of the TRCA and/or the City. This includes, but is not limited to, the removal of tile drains, culverts, structures, fences, and debris.
48. The Owner shall not undertake any of the following works without specific permission from the City:
 - a) Construction of permanent or temporary stormwater management facilities and/or storage of construction related debris or materials (including topsoil) in or on any Open Space blocks identified within the draft plan; and,
 - b) 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 actual land).
49. Prior to the removal or alteration of any trees, vegetation or environmentally significant features the Owner shall obtain written clearance from the City confirming approval to proceed with such removal or alteration. Further, in the event that any trees, vegetation or environmentally significant features within the draft plan are removed or altered without the written consent of the City, the Owner shall restore the lands and/or provide compensation to the municipality as required by the City.
50. Prior to any grading, development, pre-servicing or site alteration the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the City's guidelines for the preparation of such reports and to the satisfaction of the City. The Owner shall agree to implement the recommendations of Tree Inventory and Preservation Plan finally approved by the City, to pay all costs associated with implementation, to replace the loss of tree cover either through replanting and/or cash-in-lieu of planting, and provide associated securities upon request to guarantee undertaking of the work.
51. Prior to registration of the plan, the Owner shall submit a Natural Heritage Evaluation to the satisfaction of the City. The Owner shall agree in the Subdivision Agreement to implement the recommendations of Natural Heritage Evaluation as finally approved by the City, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work. In the event that construction of the subdivision does not commence within 3 years of draft plan approval, the Owner shall submit an update to the Natural Heritage Evaluation and to implement the recommendations of such update as approved by the City.

52. The Owner shall agree in the Subdivision Agreement to remove all hazardous trees from within the plan area in a timely manner until such time as the above and below ground services associated with the subdivision are assumed.
53. Prior to execution of the Subdivision Agreement the Owner shall prepare and submit Landscape Plans which provide for the following items:
- a) Landscaping of traffic islands and circles;
 - b) Boulevard/street trees;
 - c) Planting, restoration and enhancement of all disturbed areas within the valleyland (Block 9 and Part 1 of Plan 65R-38716), or as recommended in the approved Environmental Impact Statement/NHE;
 - d) Pedestrian/trail linkages and associated landscaping through Block 9, from Street A;
 - e) Entrance features;
 - f) Any landscaping indicated in the applicant's IGMS/Sustainability Metrics proposal;
 - g) Landscaping of the stormwater management block;
 - 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.

54. The Owner shall agree in the Subdivision Agreement that topsoil used throughout the Plan will be fertile and consistent with City standards. Further, the Owner shall confirm that such is the case by submitting reports and soil test results as requested by the City. If the results of the reports and soil tests indicate that the topsoil is not fertile and/or does not meet City standards, reports must recommend how the topsoil should be amended to meet such requirements.
55. The Owner shall agree in the Subdivision Agreement to implement grading and servicing plans and utility coordination plans, which provide for:
- a) Consistency with the recommendations of the approved Tree Inventory and Preservation Plan;
 - b) Permanent 1.5 metre chain link fencing consistent with City standards, where parkland, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands; and,
 - c) Adequate space within the boulevard for planting street trees consistent with City standards.

56. The Owner shall agree in the Subdivision Agreement to provide topsoil to City standards.
57. The Owner shall agree in the Subdivision Agreement to maintain Block 9 and Part 1 of Plan 65R-38716 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 9 and Part 1 of Plan 65R-38716 until such time as the above and below ground services associated with the subdivision are assumed.
58. The Owner shall agree in the Subdivision Agreement that warning clauses will be included in all agreements of purchase and sale, and that information will be provided on all community information maps and promotional sales materials, providing notice as follows:
 - a) that encroachments of any kind are not permitted in natural heritage blocks, valleylands, valleyland buffers, stormwater management blocks, or park lands;
 - b) that Blocks 7 and 8 will be used for stormwater detention purposes and may have a pond retaining from time to time a level of water that may be dangerous to unattended children or to other persons not adequately supervised. Neither the Owner nor the City shall be responsible to provide any supervision on the said land of any kind and purchasers agree to release, indemnify and save harmless the Owner and City from any and all claims arising from the use or occupation of Blocks 7 and 8, by the purchasers, their family, friends or invitees;
 - c) that it is the intention of the City that all or part of the stormwater management lands are to be naturalized and left in its natural state, provided the Purchasers acknowledge that nothing in this notice shall in any manner whatsoever preclude or be interpreted as precluding the City from undertaking any improvements to the said lands at any further date; and,
 - d) that Block 9 and Part 1 of Plan 65R-38716 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

59. 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.
60. The Owner shall agree to contribute towards the financial obligations for 19th Avenue, between the intersections of Bayview Avenue and Leslie Avenue, as per the recommendations from the MESP Transportation Study prepared by LEA Consulting dated March, 2016 on behalf of the Landowner Group and subject to DC credits in accordance with Regional policy.

Conditions to be Satisfied Prior to Final Approval

61. 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.
62. 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.
63. The engineering drawing(s) showing the layout of the watermains and sewers shall be submitted to the Region for review by the Infrastructure Asset Management Branch.
64. The Owner shall agree to provide the following, in regards to the 19th 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 19th Avenue; and,
 - c) The timeline for the completion of the 19th Avenue improvement works.
65. The Owner shall provide a Transportation Demand Management (TDM) Plan to address the following comments, to the satisfaction of the Region:
 - a) The TDM Plan shall include a TDM communication strategy, to assist 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. The applicant is responsible for the coordination and for providing a venue for the distribution of PRESTO cards. Each event, approximately 4 hours of staff time, can serve approximately 100 residential units. The applicant shall coordinate specific event details with York Region/York Region Transit Staff allowing a minimum of 2 months' notice; and,
 - b) The TDM Plan shall include a TDM checklist that summarizes the programs and measures, estimated costs and responsibility of the applicant to implement TDM recommendations. Estimated costs for any items that are provided by the Region shall be identified as "To be Determined (TBD)".

66. 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

67. That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit, provide and/or attain the approval from 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. 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;
- 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, without the use of retaining walls, 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;
- h) all stormwater outlets and outflow channels be naturalized, be designed to incorporate TRCA's design guidelines, and be designed to provide additional enhancements to water quality, quantity control, thermal impact mitigation, and habitat. Off-line wetlands, riparian plantings, flow dispersal measures, micro-topography creation and similar measures shall be employed where feasible to achieve these objectives; and,
- i) 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.

68. The implementing zoning by-law recognize all natural features, stormwater management 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.
69. 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.

70. 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 Blocks 7 and 8 and all future parcels of tied land 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. In addition, access to the adjacent TRCA lands through the subject property is not permitted. Private rear yard gates are prohibited."
71. 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."
72. 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.
73. 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

74. 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.

75. 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 74, 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

76. The City of Richmond Hill shall advise that Conditions 1 to 58 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
77. The Regional Municipality of York shall advise that Conditions 59 to 66 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
78. The Toronto and Region Conservation Authority shall advise that Conditions 67 to 73 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
79. The Ministry of Heritage, Sport, Tourism and Culture Industries shall advise that Conditions 74 and 75 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.