

The Corporation of the City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-20003

1430518 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 Bousfields Inc., Drawing Number 18192-20dp, dated July 13, 2021 and incorporating the following revisions:
 - a) the limits of Natural Heritage System features and associated buffers shall be identified in Block 3 to the satisfaction of the City.
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. 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 Site Plan Agreement that all street names shall be identified to the satisfaction of the City prior to construction of any buildings.

Development Engineering Division

5. The Owner shall agree that maintenance of any retaining walls constructed within this draft Plan of Subdivision shall be the responsibility of the Owner, and of

subsequent Owners. Retaining walls shall not be constructed upon lands to be transferred to the City.

6. The Owner shall agree to provide the City with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the City's digital submission requirements. These plans shall be tied to horizontal control at a minimum of three (3) locations at the extreme corners of the plan.
7. The Owner shall convey to the City all lands and/or easements required for municipal servicing of lands within or external to the plan to the satisfaction of the Commissioner of Planning and Infrastructure. Such lands and/or easements shall be granted to the City in priority to all charges and encumbrances and shall be conveyed without monetary consideration.
8. Prior to final approval of the Plan, the Owner shall enter into a Servicing Agreement, satisfactory to the City, pertaining to the provision of external municipal services within Elgin Mills Road East associated with the provision of sanitary sewers to support the related Site Plan development application.

Policy Planning Division – Park and Natural Heritage Planning Section

9. Prior to execution of a Site Plan Agreement for the subject lands, the Owner agrees to convey to the City Block 3 for environmental protection purposes free and clear of all encumbrances and/or encroachments.
10. Prior to conveyance of Block 3, the Owner shall implement the recommendations of the Phase 1 Environmental Site Assessment, North East Corner of Bayview Avenue and Elgin Mills Road, Richmond Hill ON, prepared by Cole Engineering Group Ltd., dated March 4, 2014 and Phase One Environmental Site Assessment Update, North East Corner of Bayview Avenue and Elgin Mills Road, Richmond Hill, Ontario, prepared by Cole Engineering Group Ltd., dated October 12, 2018 including the undertaking of a Phase II ESA and/or a remedial plan if applicable, and pay for all costs associated with the implementation. Any required ESA/Remedial Plan shall not contain a limitation upon the right of the City to rely upon it and/or the information contained therein.
11. The Owner shall agree in the Site Plan Agreement to maintain Block 3 in a manner and condition acceptable to the City until such time as the City advises in writing that all obligations with respect to the Site Plan have been fulfilled and the City will take over maintenance. The Owner shall indemnify and save the municipality harmless with respect to any occurrence on or related to Block 3 during the period for which the Owner is responsible for maintenance.
12. The Owner agrees that no trees, vegetation or environmentally significant features within the draft plan shall be removed or altered without the written consent of the City. Further, in the event that any trees, vegetation or environmentally significant features within the draft plan are removed or altered without the written consent of the City, the Owner shall restore the lands and/or provide compensation to the municipality as required by the City.

13. Prior to registration of the plan, the Owner shall submit an Environmental Impact Study to the satisfaction of the City. The Owner shall agree in the Site Plan Agreement to implement the recommendations of the Environmental Impact Study as finally approved by the City, to pay all costs associated with implementation, and to provide associated securities 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 Environmental Impact Study and agree to implement the recommendations of such update as approved by the City.
14. Prior to registration of the Plan, the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the City's guidelines for the preparation of such reports and to the satisfaction of the City. The Owner shall agree in the Site Plan Agreement applicable to the subject lands, to implement the recommendations of 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.
15. The Owner shall agree in the Site Plan Agreement applicable to the subject lands to install permanent 1.5 metre chain link fencing consistent with City standards where Block 3 abuts non-municipal lands.
16. Prior to execution of a Site Plan Agreement, the Owner shall prepare and submit Landscape Plans which provide for the following items:
 - a) Planting, restoration and enhancement of all disturbed areas within the valleyland (Block 3), or as recommended in the approved Environmental Impact Statement;
 - b) Any landscaping indicated in the applicant's IGMS/Sustainability Metrics proposal;
 - c) Tree cover replacement; and,
 - d) Entrance features.

The Owner shall agree in the Site Plan Agreement to implement the Landscape Plans as finally approved by the City, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work.

Regional Municipality of York

Regional Planning and Development Services Department

Conditions to be Satisfied Prior to Final Approval

17. The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Richmond Hill:

- a) A copy of the Council Resolution confirming that the City of Richmond Hill has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof; and,
 - b) A copy of an email confirmation by the City of Richmond Hill staff stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
18. The Owner shall provide an electronic copy of the Site Servicing Plan showing the watermains and sewers for the proposed development to the Community Planning and Development Services Division and the Infrastructure Asset Management Branch for record.
19. The Owner shall 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.
20. The Owner shall provide a revised Transportation Study to the satisfaction of the Region.
21. 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.

22. Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
 - a) A widening across the full frontage of the site where it abuts Bayview Avenue of sufficient width to provide a minimum of 21.5 metres from the centreline of construction on Bayview Avenue and any lands required for additional turn lanes at the intersection;
 - b) A widening across the full frontage of the site where it abuts Elgin Mills Road of sufficient width to provide a minimum of 18 metres from the centreline of construction on Elgin Mills Road and any lands required for additional turn lanes at the intersection;
 - c) Sufficient property to provide 5 metre by 5 metre daylight triangles at the private access to Bayview Avenue; and,
 - d) Sufficient property to provide 5 metre by 5 metre daylight triangles at the private access to Elgin Mills Road.
23. The Owner shall provide a solicitor's certificate of title in a form satisfactory to the York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
24. 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.

Conditions to be satisfied in the Site Plan Agreement or Regional Subdivision Agreement

25. 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.
26. The Owner shall contribute towards the financial obligations for 19th 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.
27. The Owner shall agree that the proposed access onto Bayview Avenue will be restricted to left-in/right-in/right-out operation, and shall be designed to the satisfaction of the Region.
28. The Owner shall agree to include the following clause in the Site Plan Agreement(s), Purchase and Sale Agreement(s), Condominium Agreement and Declaration of Condominium Agreement, Tenant Lease Agreement(s):

"THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THE ACCESS TO BAYVIEW AVENUE WILL BE RESTRICTED TO LEFT-IN/RIGHT-IN/RIGHT-OUT OPERATION ONLY."
29. The Owner shall agree that should operational concerns arise at the access to Bayview Avenue, the Region may restrict the inbound left-turn movement or close this access should an alternative access be provided, at the full discretion of the Region.
30. The Owner shall agree to include the following clause in the Site Plan Agreement(s), Purchase and Sale Agreement(s), Condominium Agreement and Declaration of Condominium Agreement, Tenant Lease Agreement(s):

"THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT SHOULD OPERATIONAL CONCERNS ARISE AT THE ACCESS TO BAYVIEW AVENUE, THAT THE REGION MAY RESTRICT THE INBOUND LEFT-TURN MOVEMENT OR CLOSE THIS ACCESS SHOULD AN ALTERNATIVE ACCESS BE PROVIDED, AT THE FULL DISCRETION OF THE REGION."
31. The Owner shall agree that the proposed access onto Elgin Mills Road will be restricted to right-in/right-out operation only and shall be designed to the satisfaction of the Region.
32. The Owner shall agree to include the following clause in the Site Plan Agreement(s), Purchase and Sale Agreement(s), Condominium Agreement and Declaration of Condominium Agreement, Tenant Lease Agreement(s):

“THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THE ACCESS TO ELGIN MILLS ROAD WILL BE RESTRICTED TO RIGHT-IN/RIGHT-OUT OPERATION ONLY.”

33. The Owner shall agree that vehicular interconnection will be provided to lands to the north located at 10855 Bayview Avenue, to the east located at 850 Elgin Mills Road and subsequent adjacent parcels.
34. The following warning clause shall be included with respect to Blocks 1 and 2:

"THE OWNER COVENANTS AND AGREES TO ADVISE POTENTIAL PURCHASERS, IN ALL AGREEMENTS OF PURCHASE AND SALE, SITE PLAN AGREEMENTS, TENANT LEASE AGREEMENTS, CONDOMINIUM AGREEMENTS AND DECLARATION OF CONDOMINIUM AGREEMENTS THAT INTERCONNECTIONS WILL BE PROVIDED TO LANDS TO THE NORTH AND TO THE EAST OF THE SUBJECT SITE TO PERMIT ACCESS TO BAYVIEW AVENUE AND ELGIN MILLS ROAD. AS SUCH, TRAFFIC VOLUMES ARE EXPECTED TO INCREASE AT THE TIME THESE LANDS ARE DEVELOPED."
35. The Owner shall advise all potential purchasers of the existing and future introduction of transit services.

Toronto and Region Conservation Authority

36. 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) a detailed engineering report stamped by a professional engineer that in addition to describing the storm drainage system for the proposed development of the subject lands, includes:
 - i) 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;
 - ii) confirmation that TRCA's stormwater management criteria and the criteria requirements for water balance have been met or exceeded;
 - iii) water balance measures with supporting calculations;
 - iv) detail drawings, locations and plans for proposed water balance and LID measures on the appropriate drawings; and,
 - v) detailed grading plans and site servicing plans;

- b) An up-to-date Environmental Impact Study with discussion on the appropriateness of a reduced floodplain buffer and Water Balance (including feature-based water balance) mitigation measures to the satisfaction of TRCA and City of Richmond Hill staff;
 - c) A Feature-Based Water Balance Report that assessed the potential impact of the development on the Provincially Significant Wetland to the satisfaction of the TRCA and the City of Richmond Hill staff;
 - d) A Water Balance Report to describe how site water balance is being maintained in the post development scenario;
 - e) A Hydrogeological Assessment to the satisfaction of TRCA and City of Richmond Hill staff;
 - f) A detailed and comprehensive Erosion and Sediment Control Plan and accompanying ESC Report, which complies with the TRCA's *Erosion and Sediment Control Guidelines for Urban Construction* (available at www.sustainabletechnologies.ca); and,
 - g) A detailed Planting/Restoration Plan(s) which includes proposed species and quantities as well as planting locations to the satisfaction of TRCA and City of Richmond Hill staff.
37. The Open Space Block (identified as Block 3) is conveyed into public ownership.
38. That the implementing zoning by-law recognize all natural features and associated buffer in an Open Space of other suitable zoning category which has the effect of prohibiting development and structural encroachment.
39. That the applicant obtain all Ontario Regulation 166/06 (as amended) permits from the TRCA for all works proposed on the subject property for which permits would be required.

Ministry of Heritage, Sport, Tourism and Culture Industries

40. 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.
41. The Owner shall agree that no development or grading shall occur on any site identified as being archaeologically significant by the assessment referred to in Condition 40, 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

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