

The Corporation of the City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-21002

Montagna Capital (BT) Inc.

Part of the West Half of Lot 20, Concession 3, 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 Malone Given Parsons Ltd., having Project File No. 20-2904, dated December 21, 2021 with a final revision date of March 15, 2022, and incorporating the following revisions:
 - a) any revisions, if necessary, to meet the requirements of the Toronto and Region Conservation Authority pursuant to Condition 59 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 no building permit application will be submitted for any individual lot or block until the Owner has submitted architectural design plans of the building facades,

for all lots and/or blocks within the plan and obtained the approval of the City through the Architectural Design Control process. Such architectural design plans shall be in accordance with City approved Architectural Design Control Guidelines. The Owner shall agree to build in accordance with the approved plans.

5. The Owner shall enter into a Sustainable Building Design Agreement, if required to do so by the City, to implement the sustainability components approved as part of the allocation of municipal servicing capacity to the proposed draft Plan of Subdivision on the subject lands.

Development Engineering Division

6. The road allowances and road widenings included within this draft Plan of Subdivision shall be dedicated as public highways to the City without monetary consideration and free of all charges and encumbrances.
7. Any dead ends or open sides of road allowances 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, pavement marking, 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, 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, or 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 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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 otherwise approved by the Commissioner.
18. 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.
19. 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, pavement marking, 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.

20. 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 Region of York, the City of Richmond Hill and where applicable, the Toronto and Region Conservation Authority.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. Prior to final approval of the draft plan or any portion thereof, arrangements satisfactory to the City shall be in place to provide for the following community services (at a time and with securities satisfactory to the City and with the conveyance of the necessary lands or easements for the community services to the City at a time satisfactory to it), which community services are in accordance with, or necessarily incidental to the Functional Servicing Brief and Stormwater Management Strategy (FSB and SWMS):
- a) construction of one primary means of public road access from the roads within the draft plan to Vogell Road, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
 - b) construction of one secondary means of public road access from the roads within the draft plan to Vogell Road, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
 - c) construction of the piped water supply system and appurtenances external to the draft plan, including upgrades to the existing system, for the pressure district servicing the draft plan (to the satisfaction of the Region as well as the City) and construction of the piped water supply system to service the draft plan, all as outlined in the FSB and SWMS;
 - d) construction of the sanitary sewer system and appurtenances external to the draft plan to an established outlet and construction of sanitary sewers and appurtenances to service the draft plan, all as outlined in the FSB and SWMS;
 - e) construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the FSB and SWMS, together with required outlet(s) to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
 - f) conveyance of all lands external to the draft plan required for municipal servicing purposes, all as outlined in the FSB and SWMS.
28. 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 27, which said agreement(s) shall address, among other things, credits under the Development Charges Act to the satisfaction of the City

29. 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 the community services referenced in Condition 27 and other community services, 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 Ontario Land Tribunal.

30. 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 water quantity, water quality, and erosion control;
 - b) the protection of groundwater quality and quantity including a water balance analysis and provision of low impact development measures to maintain predevelopment groundwater recharge;
 - c) the facility design, inspection, operation and maintenance procedures and associated costs;
 - d) monitoring plans, programs, equipment, procedures and associated costs required to address facility performance in accordance with the requirements of the Functional Servicing Brief and Stormwater Management Strategy (FSB and SWMS); 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, and the City of Richmond Hill Stormwater Management Design Criteria. 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.

31. The Owner shall agree in the Subdivision Agreement:
 - a) to implement the recommendations of the Stormwater Management Report;
 - b) to undertake the performance monitoring program specified in the Stormwater Management Report and the SWMS and to provide appropriate securities to carry out or cause to be carried out the performance 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.
32. 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 quality and quantity performance monitoring requirements during construction and for assumption specified in the City of Richmond Hill Stormwater Management Design Criteria.
33. 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.
34. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the Noise Study referred to in Condition 33, 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. The Owner shall agree in the Subdivision Agreement that prior to occupancy of any dwelling units, the installation of the required noise control measures must be inspected and certified by a professional acoustics engineer.
35. The Owner shall agree in the Subdivision Agreement that the noise warning clauses recommended by the Noise Study referred to in Condition 33, shall be included in the registered Subdivision Agreement with respect to the affected lots or blocks, to the satisfaction of the Commissioner of Planning and Infrastructure. The Owner agrees that such warning clauses shall be required to be included in all offers of purchase and sale for the affected lots or blocks within the plan.
36. The Owner shall agree to include the following warning clause in the registered Subdivision Agreement with respect to Lots 1, 48, 76, 77, 98, 99 and 114:
- “Purchasers are advised that this lot or block fronts onto or abuts a public highway designated as a Collector Road. Purchasers may experience heavy traffic volumes at times which may occasionally interfere with driveway access and egress from the property.”

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

37. Prior to final approval of the Plan either:
- a) Draft Plan 19T-11004 in the form approved by the City shall be registered and adequate road access adjacent to the Plan (to the east) to provide public highway access to Major Mackenzie Drive shall have been provided, together with storm, sanitary and water services, to the satisfaction of the City; or,
 - b) The lands to form the public highway adjacent to the Plan (to the east) shall be 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 to provide public highway access to Major Mackenzie Drive thereon, together with storm, sanitary and water services.

Policy Planning Division – Park and Natural Heritage Planning Section

38. The Owner shall convey to the City a park block with a minimum area of 0.57 hectares in the location shown as Block 115 on the draft Plan of Subdivision.
39. Prior to execution of the Subdivision Agreement, the Owner shall prepare and submit Landscape Plans which provide for the following items:
- a) Boulevard/street trees; and,
 - b) Landscaping of the Vista Block (Block 116).
40. 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.
41. 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 115 to generally result in between two (2%) percent and five (5%) percent grade differential across the entire block;
 - c) Servicing of Park Block 115 in accordance with City standards including a 50 mm water service to the property line (with curb stop/valve box at street line), electrical connection to the property line, one or more storm sewer catchbasin manholes within 1 metre of the property line, and a sanitary manhole within 1 metre of the property line;
 - d) Engineered fill and all backfill material used to grade Park Block 115 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 115 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; and,
 - g) Temporary post and wire fencing along the perimeter of Park Block 115 where it abuts road allowances or other potential access points, to prohibit access to such lands until such time as parkland improvements proceed.
42. Following completion of the grading and servicing works referred to in Condition 41 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 115 are consistent with approved plans.
43. The Owner shall agree in the Subdivision Agreement to provide topsoil on Park Block 115 to City standards. Prior to application of the topsoil to Park Block 115 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.
44. The Owner shall agree in the Subdivision Agreement to sod/seed Park Block 115 if requested to do so by the City.
45. The Owner shall agree in the Subdivision Agreement to install a sign on Park Block 115 notifying residents of the future park planned for the site and indicating that no dumping is permitted on the future park lands.
46. 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.
47. 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.
48. The Owner shall agree in the Subdivision Agreement to maintain Blocks 115 and 116 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 Blocks 115 and 116 until such time as the above and below ground services associated with the subdivision are assumed.

49. 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 115 will be developed into an active park and uses may include sports facilities, courts, play equipment, and other facilities that will attract a range of park users, sports groups and spectators. Purchasers are advised that properties in the vicinity of the park may be affected by increased traffic and parking on the streets, and ambient noise and lighting from park use; and,
 - c) that Blocks 115 and 116 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.

Policy Planning Division – Urban Design and Heritage Section

50. The Owner shall agree in the Subdivision Agreement to carry out the following works in accordance with the Interpretation Plan dated April 5, 2022 prepared by ERA Architects Inc., referencing 1621 Major Mackenzie Drive and Project # 21-071-02, all to the satisfaction of the Commissioner of Planning and Infrastructure:
- a) to deliver the salvaged bricks from the David Hislop House to an appropriate City storage facility;
 - b) to incorporate interpretive paving along “Street A”, southeast of Block 116, that calls attention to the site’s historical context and guides users from the park to the Mill Remnant. The design and location of the paving are subject to approval by the City of Richmond Hill’s Development Engineering and Operations staff and the City of Richmond Hill’s Heritage and Urban Design staff;
 - c) to install an interpretive panel in Block 116, “Vista/Servicing Block”, visible from the public realm along “Street A”, subject to approval by the City of Richmond Hill’s Heritage and Urban Design staff;

- d) to repair and stabilize the Mill Remnant in accordance with the Conservation Plan dated May 10, 2013 prepared by McGillivray Architect referencing Project No. 1306, including as such conservation plan may be amended or updated, subject to approval by the City of Richmond Hill's Heritage and Urban Design staff; and,
 - e) to provide security to the City sufficient to ensure that the above obligations are satisfied.
51. The Owner shall, prior to final approval of the draft plan or any portion thereof, provide a certified cheque payable to the City of Richmond Hill in an amount satisfactory to the Commissioner of Planning and Infrastructure to facilitate the City's implementation of all of the following works in accordance with the Interpretation Plan dated April 5, 2022 prepared by ERA Architects Inc., referencing 1621 Major Mackenzie Drive and Project # 21-071-02, all to the satisfaction of the Commissioner of Planning and Infrastructure:
- a) to provide native species planting beds to connect the site's landscaping to the Rouge River valley;
 - b) to incorporate graphical street furniture and paving that features the circular millstone motif found on the Hislop House in Block 115, being the Park block;
 - c) to install Mill-inspired play equipment in the playground;
 - d) to use bricks salvaged from the David Hislop House to establish a seat wall which will reflect a portion of the former David Hislop House's footprint in Block 115, being the Park block;
 - e) to install two interpretative panels at the park's access points and/or along its internal pathways; and,
 - f) to install a heritage plaque near the Mill Remnant.

Regional Municipality of York

Regional Planning and Development Services Department

Conditions to be Satisfied Prior to Final Approval

- 52. The Owner shall provide confirmation that all of the conditions of draft approval issued under the parent draft Plan of Subdivision File SUBP.12.R.0009 (19T-11R04) have been met to the satisfaction of York Region.
- 53. 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.

54. The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Richmond Hill:
 - a) A copy of the Council resolution confirming that the City of Richmond Hill has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof; and,
 - b) A copy of an email confirmation by City of Richmond Hill staff stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
55. 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.
56. The Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
57. For any applications (Site Plan or Zoning By-law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the Site Plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; 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. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.

Conditions to be Included in the Subdivision Agreement

58. The Owner shall save harmless the City of Richmond Hill and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

Toronto and Region Conservation Authority

59. Prior to registration this Plan of Subdivision be subject to red-line revision(s) in order to meet the requirements of TRCA's conditions of draft plan approval, if necessary, to the satisfaction of TRCA.
60. That prior to a request for renewal of Draft Approval of any phase of this subdivision, that the Owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet current

requirements, and that the Owner update any studies and plans, as required, to reflect current requirements.

61. Prior to registration of the Plan of Subdivision, the Owner provide an M-Plan showing the adjusted lot/block lines, additional lots/blocks and any other required revisions to the satisfaction of the City of Richmond Hill and TRCA.
62. Prior to final approval, the Owner pays all applicable review/clearance fees to the TRCA, in accordance with TRCA's fee schedule in effect at the time of payment.
63. Prior to final approval the Owner provide a copy of the Subdivision Agreement and the clearance fees (as required within the TRCA Fee Schedule) to TRCA in order to obtain clearance of TRCA's conditions of draft plan approval. If the subdivision is being registered in phases, then all TRCA conditions related to the phase must be satisfied and fees paid for clearance for each phase.
64. That prior to site alteration, and in the Subdivision Agreement, the Owner agrees to obtain permits for site alteration within the Regulated Area pursuant to the *Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06)*, as may be amended, to the satisfaction of TRCA.
65. That prior to any site alteration (with the exception of topsoil stripping), and Final Approval of this plan or any phase thereof, the Owner shall submit a detailed engineering report (or reports) and plans to the satisfaction of TRCA addressing the following in accordance with TRCA's report and implementation requirements:
 - a) Functional Servicing Report;
 - b) Proposed Stormwater Management Practices (SWMP for ground and surface water);
 - c) Implementation of Low Impact Development Measures;
 - d) Site Water Balance;
 - e) Feature Based Water Balance;
 - f) Geotechnical Slope Stability Assessment;
 - g) Geotechnical Assessment of the Proposed Stormwater Management Pond Location including all pertinent geotechnical and stability recommendations;
 - h) Erosion and Sediment Control Plan;
 - i) Dewatering;
 - j) Grading; and,
 - k) Planting Plans for the Stormwater Ponds.

The above shall provide the following detailed information:

- a) A description of the storm drainage system (quantity, quality, water balance, and erosion control techniques) including minor and major flow controls for the proposed development of the subject lands, and how it will comply with all related TRCA requirements;

- b) Plans illustrating how this drainage system will tie into and integrate with surrounding natural and constructed drainage systems, and how external flows will be accommodated within the design capacity of the receiving system;
- c) Appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater to mitigate the impacts of development on the quality and quantity of ground and surface water resources, including as it relates to terrestrial, aquatic and natural systems;
- d) Appropriate erosion and sediment control practices to treat stormwater and to mitigate the impacts of development on erosion and siltation on-site, downstream, and/or to recharge/discharge areas during and after construction, in accordance with current Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and an ESC report must address phasing and staging, demonstrate how impacts to all natural heritage features (aquatic and terrestrial) will be minimized, and include contingency measures that will be implemented;
- e) Detailed plans and calculations for the proposed lot-level, conveyance, and end-of-pipe controls to be implemented on the site;
- f) Proposed measures to promote infiltration and maintain water balance for the plan in accordance with the Functional Servicing Report;
- g) Where the proposed infiltration measure is located close to a slope, or grading creating a significant slope and/or retaining walls, a supplemental review of the impact of infiltration on slope stability needs to be completed by a geotechnical engineer to ensure that the long-term stability is not jeopardized by the infiltration and to develop an appropriate mitigation strategy to be incorporated into the proposed infiltration facility to ensure there is no adverse impact on the stability;
- h) An evaluation that addresses the need for groundwater dewatering during construction, including but not limited to details for its disposal, potential impacts to natural features due to groundwater withdrawal, mitigation and any permitting requirements;
- i) Grading plans for the subject lands. Cut and fill is to be minimized to the greatest extent possible. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to flood hazards, natural feature blocks or associated environmental buffers. Review is also required of the proposed grading by a geotechnical engineer to confirm that the grading meets the stability requirements in the long-term, and does not adversely impact the stability of the valleys and surrounding areas;
- j) All applicable plans illustrating that all works, including all grading, site alterations, construction staging, or materials associated with these

activities, will not encroach or be placed on lands to be conveyed to a public agency as part of this Plan of Subdivision or on environmental lands adjacent to this plan of subdivision;

- k) Cross-sections and details across the site where grading is proposed in or adjacent to open space blocks, buffers and landscape restoration areas, including but not limited to existing and proposed grades, limits of the natural features and hazards, buffers, transition to the adjacent tableland areas, interim stabilization of the slopes/disturbed areas, mitigation, tree protection, sediment and erosion controls, and supporting geotechnical/soils analyses and slope stability assessments;
- l) No grading shall be permitted within any natural heritage feature or erosion access allowance. Grading encroachment within the erosion access allowance and environmental buffers 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;
- m) An Erosion and Sediment Control Report and Plans consistent with the Erosion and Sediment Control Guideline for Urban Construction (Greater Golden Horseshoe Area Conservation Authorities, 2007, as amended) and SISIC requirements, that include proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after topsoil stripping, grading, the installation of infrastructure and construction of any structures;
- n) The sizing, location and description of all outlets and/or flow dispersal measures associated with stormwater management discharge, be designed to incorporate TRCA's design guidelines. This includes: regard for additional enhancements to water quality, quantity control, mitigation of thermal impacts to the receiving habitat, reduced potential erosion and maximized potential infiltration, and integrated naturalized outlet channels or constructed wetlands where applicable, to the satisfaction of TRCA.
- o) Appropriate SWMPs to be used to treat stormwater, to mitigate the impacts of development on the overall site water balance to meet the predevelopment water budget to satisfy the relevant requirements of TRCA, CTC Source Protection Plan, and municipal criteria;
- p) Low Impact Development (LID) measures to promote infiltration, reduce run-off and maintain water balance for the plan area, to the maximum extent technically feasible;
- q) Detailed plans and calculations for the proposed lot level, conveyance, and end-of-pipe controls to be implemented on the site;
- r) Proposed measures to mitigate the potential erosive impacts of development on the natural heritage system, both on and off-site;

- s) A subsurface investigation (including assessment of groundwater levels) at the location of the stormwater management pond and for the final design of site grading. The recommendations of the subsurface assessment will be used to inform the final design and construction plans for both interim and ultimate stormwater management ponds and overall site grading;
 - t) Proposed measures to promote infiltration and maintain water balance for the plan. Infiltration measures proposed in close proximity to grading and earthworks must be reviewed by geotechnical engineer at the detailed design stage to confirm that the proposed infiltration does not have negative impact on the stability of the grading, slope and surrounding area;
 - u) Proposed measures to maintain feature-based water balance and to mitigate impacts to those natural features that have been assessed to be potentially impacted by the development. The Stormwater Management Report and the EIS must describe the proposed development and associated stormwater management measures in relation to features in the valley to demonstrate that TRCA Stormwater Management Criteria – Appendix D, will be met. A wetland water balance risk evaluation is required to support any required water balance requirements;
 - v) Tree Inventory and Assessment Report to reflect all removals including all stormwater facilities;
 - w) Comprehensive valley restoration and buffer enhancement plans including identification of restoration and enhancement opportunities within the larger Rouge Valley corridor and related buffers. The plans shall demonstrate provision of:
 - i) a net environmental gain;
 - ii) compensation for any wetland or woodland removals in accordance with TRCA's Guideline for Determining Ecosystem Compensation and any additional applicable municipal by-laws;
 - iii) restoration plan for all areas disturbed including the stormwater management outfall and sanitary servicing connection; and,
 - iv) protection of natural heritage features and natural hazards by the buffer;
 - x) Planting plans for all stormwater management facilities serving the subdivision to the satisfaction of the TRCA.
66. That the Owner agrees in the Subdivision Agreement, in wording acceptable to TRCA:
- a) To carry out, or cause to be carried out, to the satisfaction of TRCA, the recommendations of the reports/strategies and details of the plans referenced in TRCA's conditions of draft plan approval;

- b) To install and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to TRCA;
 - c) To implement all water balance/infiltration measures identified in the water balance study and feature based water balance that is to be completed for the subject property to the satisfaction of TRCA;
 - d) To carry out, or cause to be carried out, to the satisfaction of TRCA, the monitoring programs outlined in the plans approved plans, as may be amended to the satisfaction of TRCA and City of Richmond Hill, which includes but is not limited to the submission of monitoring reports and mitigation and adaptive management plans where negative impacts are anticipated or have occurred as a result of development in the plan area, to the satisfaction of TRCA and the City of Richmond Hill;
 - e) To obtain all necessary permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended, to the satisfaction of TRCA; and,
 - f) To comply with the permits approved under Ontario Regulation 166/06, as may be amended, including the approved plans, reports and conditions to the satisfaction of TRCA.
67. Prior to topsoil stripping and prior to the registration of this plan or any phase thereof, the Owner shall submit a detailed engineering report and plans to the satisfaction of TRCA for any proposed topsoil stripping in the plan area. This report shall include:
- a) Detailed plans illustrating the topsoil stripping proposal, including but not limited to the locations, maximum height and side slope to ensure stockpiling is not too high or too steep to slide, staging and methodology;
 - b) An erosion and sediment control report and plans for the subject lands that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after topsoil stripping; and,
 - c) The Owner shall carry out, or cause to be carried out, the recommendations of the engineering report and details of the plans approved by TRCA for topsoil stripping purposes to the satisfaction of TRCA.
68. That prior to topsoil stripping and prior to the registration of this plan or any phase thereof, the Owner prepare a tree protection and preservation plan for the site that looks at opportunities for the retention of larger trees, means of protecting retained trees/forest edges from development activities, and opportunities for the salvage and re-use of trees throughout the site as buffer

plantings to the satisfaction of the TRCA. The recommendations of the tree protection and preservation plan shall be implemented by the Owner to the satisfaction of the TRCA prior to topsoil stripping.

Ministry of Heritage, Sport, Tourism and Culture Industries

69. 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.
70. 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 69, 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

71. The City of Richmond Hill shall advise that Conditions 1 to 51 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
72. The Regional Planning and Development Services Department shall advise that Conditions 52 to 58 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
73. The Toronto and Region Conservation Authority shall advise that 59 to 68 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
74. The Ministry of Heritage, Sport, Tourism and Culture Industries shall advise that Conditions 69 and 70 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.