

The Corporation of The City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-16006

Yonge MCD

**Part of Lots 1, 2 and 23, Plan 1642, Lots 1, 2, 3 and 4, Plan 3600 and Lots 1 and 4,
Plan 3799**

City of Richmond Hill

City of Richmond Hill

Development Planning Division

1. Approval shall relate to a draft Plan of Subdivision prepared by Weston Consulting, having Project No. 7179, with a revision date of June 28, 2019 incorporating the following revisions:
 - a) any revisions to address the comments raised in SRPRS.19.133, SRPI.22.019 and SRPBS.23.015;
 - b) any revisions required to address Condition 93;
 - c) the merger of Blocks 17 and 20 and subsequent renumbering of Blocks 18 to 29;
 - d) the merger of Blocks 18, 24 – Pedestrian Access and Lots 1 and 2; and
 - e) the inclusion of Block 29 - Stormwater Pond Block.
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.

Development Engineering Division

- 5. 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.
- 6. 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.
- 7.
 - 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.
- 8. 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.
- 9. 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.

10. 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, the Province of Ontario or any other public authority, including, inter alia, land which is to be dedicated to the City, the Region, 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.

11. 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.
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 Executive Director of Infrastructure and Engineering Services.
18. 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. The Owner agrees that the geotechnical report and supporting hydrogeological investigation shall include the following items to support detailed design of municipal services all to the satisfaction of the City:
 - a) Confirm that all foundations for single family and semi-detached lots will be located above any applicable safe excavation depths associated with the local soil units and groundwater levels;
 - b) Confirm foundations drainage system requirements for single family and semi-detached lots and identify any constraints for maximum foundation depths;
 - c) Confirm if safe excavation depths are applicable to municipal servicing installation and if so confirm that all watermains are located above safe excavation depths and any sewers located below safe excavation depths are minimized; and,
 - d) Undertake a dewatering assessment for installation of municipal servicing.

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, 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 applications for building permits will be made 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 applying for any 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 and Stormwater Management Report (FSSWMR):
 - a) Construction of one primary means public road access from the roads within the draft plan to Yonge Street, 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 Brookside Drive, 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 FSSWMR;
 - 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 FSSWMR;
 - e) Construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the FSSWMR, 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 FSSWMR.
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 (OLT).
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 Executive Director of Infrastructure and Engineering Services 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 stormwater management 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 and Stormwater Management Report (FSSWMR); 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 Executive Director of Infrastructure and Engineering Services

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 by the City, TRCA and in the Functional Servicing and Stormwater Management Report (FSSWMR) 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 Executive Director of Infrastructure and Engineering Services.

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 Executive Director of Infrastructure and Engineering Services; 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 and Energy noise guidelines.

34. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the 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.
35. 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.

36. 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.

37. 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.
38. Prior to final approval, the Owner shall undertake the following as part of detailed design of the subdivision and the final plan shall be revised accordingly, all to the satisfaction of the Executive Director of Infrastructure and Engineering Services:
 - a) the centreline radius of Street A shall meet TAC requirements of 60m based on the lowest design speed of 40 km/h;

- b) demonstrate that the geometric design of Street A and the road allowance width would not preclude the provision to signalize the intersection, based on Regional standards, at Yonge Street through a functional design exercise. Sufficient turning lanes with appropriate storage lengths shall be provided;
- c) appropriately sized daylighting triangles from Street A at Yonge Street should be provided to the satisfaction of York Region. The daylighting triangles shall be measured from the ultimate post-BRT Yonge Street right-of-way; and,
- d) a revised traffic impact assessment shall be submitted to the City and York Region for review and approval.

Policy Planning Division – Park and Natural Heritage Planning Section

- 39. The Owner shall convey to the City Park Blocks 20 and 21 on the draft Plan of Subdivision in partial fulfillment of the parkland dedication requirements.
- 40. The Owner shall agree in the Subdivision Agreement to convey to the City at no cost natural heritage system Blocks 22, 23, and 24, 25, and 26 (for environmental protection purposes) and Block 29 for Stormwater Management purposes.
- 41. The Owner shall convey to the City Blocks 20, 21, 22, 23 24, and 29 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the City.
- 42. Prior to registration of the plan, the Owner shall submit a Phase 1 Environmental Site Assessment (ESA) for Blocks 20, 21, 22, 23, 24 and 29 carried out consistent with the Canadian Standards Association Standard Z768-01. Additionally, the Owner shall agree in the Subdivision Agreement to implement the recommendations of the Phase 1 Environmental Site Assessments including the undertaking of a Phase II ESA and/or a remedial plan, (if such work is recommended) and to pay for all costs associated with the implementation. Any required ESA/Remedial Plan must not contain a limitation upon the right of the City to rely upon it and/or the information contained therein.
- 43. The Owner shall agree in the Subdivision Agreement to remove from the Natural Heritage lands (Blocks 22, 23, and 24) 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.
- 44. The Owner shall not undertake any of the following works without specific permission from the City:
 - a) Construction of permanent or temporary stormwater management facilities and/or storage of construction related debris or materials (including topsoil) in or on any park or natural heritage blocks identified within the draft plan;
 - b) Installation of any subdivision services within parkland (other than those

that are required to service the park itself); or,

- c) Construction or use of any temporary or permanent access routes through any park or natural heritage lands (other than those required to grade/service the park itself).
45. 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.
 46. Prior to any grading, development, pre-servicing, or site alteration the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the City's guidelines for the preparation of such reports and to the satisfaction of the City. The Owner shall agree to implement the recommendations of the Tree Inventory and Preservation Plan finally approved by the City, to pay all costs associated with implementation, to replace the loss of tree cover either through replanting and/or cash-in-lieu of planting, and provide associated securities upon request to guarantee undertaking of the work.
 47. The Owner shall agree in the Subdivision Agreement to implement the recommendations of Natural Heritage Evaluation (prepared by Beacon Environmental Limited, dated June 2019) 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.
 48. 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.
 49. 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;
 - b) Planting, restoration and enhancement of all disturbed areas within the valleyland (Blocks 22, 23, and 24), or as recommended in the approved Environmental Impact Statement/NHE;
 - c) Pedestrian/trail linkages and associated landscaping and lighting through Blocks 20 and 21, from Street A to Brookside Drive.;
 - d) Landscaping of the stormwater management block (Block 29);
 - e) Tree cover replacement; and,
 - f) 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.

50. 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.
51. 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 Blocks 20 and 21 to generally result in between two (2%) percent and five (5%) percent grade differential across the entire block;
 - c) Servicing of Park Blocks 20 and 21 in accordance with City standards including a 50 mm water service to the property line (with curb stop/valve box at street line), electrical connection to the property line and one or more storm sewer catchbasin manholes within 1 metre of the property line;
 - d) Engineered fill and all backfill material used to grade Park Blocks 20 and 21 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 Blocks 20 and 21 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 or other appropriate landscaping or fencing details as agreed to by the City on the Landscape Plans, where parkland, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands;
 - g) Temporary post and wire fencing along the perimeter of Park Blocks 20 and 21 where it abuts road allowances or other potential access points, to prohibit access to such lands until such time as parkland improvements proceed; and,

- h) Adequate space within the boulevard for planting street trees consistent with City standards.
52. Following completion of the grading and servicing works referred to in Condition 51 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 Blocks 20 and 21 are consistent with approved plans.
 53. The Owner shall agree in the Subdivision Agreement to provide topsoil on Park Blocks 20 and 21 to City standards. Prior to application of the topsoil to Park Blocks 20 and 21 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.
 54. The Owner shall agree in the Subdivision Agreement to sod/seed Park Blocks 20 and 21 if requested to do so by the City.
 55. The Owner shall agree in the Subdivision Agreement to install a sign on Park Blocks 20 and 21 notifying residents of the future park planned for the site and indicating that no dumping is permitted on the future park lands.
 56. 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.
 57. The Owner shall agree in the Subdivision Agreement to maintain Blocks 20, 21, 22, 23, 24 and 29 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 20, 21, 22, 23, 24 and 29 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 Park Blocks 20 and 21 will be developed into an active park and uses may include sports facilities, courts, play equipment, and other facilities that will attract a range park users, sports groups and spectators. Purchasers are advised that properties in the vicinity of the park may be affected by increased traffic and parking on the streets, and ambient noise and lighting from park use; and,
- c) that Blocks 20, 21, 22, 23, 24 and 29 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 Satisfied Prior to Final Approval

- 59. 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.
- 60. 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.
- 61. The engineering drawing showing the layout of the watermains and sewers shall be submitted to the Infrastructure Asset Management Branch for review and record.
- 62. The Owner shall provide a revised Traffic Impact Study to the satisfaction of the Region.
- 63. Prior to final approval and concurrent with the submission of the subdivision servicing application (MOE) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
 - a) Plan and Profile for the York Region road and intersections;
 - b) Grading and Servicing;
 - c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
 - d) Construction Access Design;

- e) Utility and underground services Location Plans;
 - f) Signalization and Illumination Designs;
 - g) Line Painting;
 - h) Traffic Control/Management Plans;
 - i) Erosion and Siltation Control Plans;
 - j) Landscaping Plans, including tree preservation, relocation and removals;
 - k) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
 - l) Functional Servicing Report (water, sanitary and storm services);
 - m) Water supply and distribution report; and,
 - n) Engineering drawings showing plan and profile views of proposed works related to connections to or crossing of Regional watermain or sewer, including the following, as applicable:
 - i. Disinfection Plan; and,
 - ii. MOECC Form 1- Record of Watermains Authorized as a Future Alteration
 - a. Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision
64. The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region right-of-way. Only those works located in their ultimate location based on the next planned upgrade for this right-of-way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
65. The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
66. The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.

67. The Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
68. The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation/Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region right-of-way to be removed, preserved or relocated. The report/ plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
69. The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-of-way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
70. The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
71. 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.

72. 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 Yonge Street of sufficient width to provide a minimum of 22.5 metres from the centreline of construction of Yonge Street;
 - b) A 10 metre by 10 metre daylight triangle at the northwest and southwest corner of Yonge Street and the proposed public road; and,
 - c) A 7.5 metre by 7.5 metre daylight triangle at northwest corner of Yonge Street and Naughton Drive shall be conveyed as a permanent easement and shall be kept clear of any obstructions over 0.6 metres in height.

The Region may require additional lands beyond the 45 metres based on the detail design that the Region is currently undertaking for the vivaNext project on Yonge Street.

73. The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
74. The Owner shall convey a temporary limited interest easement for a term commencing March 12, 2019, and expiring April 30, 2021, over Parts 2 and 3 on plan YR2266365 or as identified as Part 8 and 9 on Reference Plan 65R-36357 to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor.
75. The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York

Region's right-of-way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.

76. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
77. 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 Included in the Subdivision Agreement

78. The Owner shall agree in the Subdivision Agreement that 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.
79. The Owner shall agree in the Subdivision Agreement that the Owner shall provide direct shared pedestrian/cycling facilities and connections from the proposed development to Yonge Street and to surrounding Local Roads to support active transportation and public transit, where appropriate.
80. The Owner shall agree in the Subdivision Agreement that the proposed access from "Street A" to Yonge Street is restricted to right-in/right-out operation only or any other configurations, at the sole discretion of the Region.
81. The Owner shall agree in the Subdivision Agreement that vehicular and pedestrian interconnection will be provided for the lands to the south that will ultimately connect/lead to Naughton Drive, when redevelopment occurs.
82. The Owner shall agree in the Subdivision Agreement to provide the following clauses in the subsequent Site Plan Agreement(s), Purchase Agreement(s), Condominium Agreement(s), and Declaration of Condominium Agreement(s):
 - a) "THE OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE PROPOSED ACCESS FROM "STREET A" TO YONGE STREET IS RESTRICTED TO RIGHT-IN/RIGHT-OUT OPERATION, AT THE SOLE DISCRETION OF THE REGION."
 - b) "THE OWNER ACKNOWLEDGES AND UNDERSTANDS THAT VEHICULAR AND PEDESTRIAN INTERCONNECTIONS WILL BE PROVIDED TO THE LANDS TO THE SOUTH AND WILL ULTIMATELY CONNECT/LEAD TO NAUGHTON DRIVE WHEN REDEVELOPMENT OCCURS. AS SUCH, IT IS EXPECTED THAT TRAFFIC VOLUMES MAY INCREASE."

83. The Owner shall agree in the Subdivision Agreement that all costs associated with improvements to the intersection of Yonge Street and "Street A" will be borne by the Owner.
84. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the revised Transportation Study, including TDM measures and incentives, as approved by the Region.
85. The Owner shall agree in the Subdivision Agreement that where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region right-of-way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the area municipality. Failure to maintain these landscape features to York Region's satisfaction will result in the area municipality incurring the cost of maintenance and/or removal undertaken by the Region.
86. The Owner shall agree in the Subdivision Agreement that the Owner shall implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
87. The Owner shall agree in the Subdivision Agreement that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
88. The Owner shall agree in the Subdivision Agreement that the following warning clause applies with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants."
89. The Owner shall agree in the Subdivision Agreement that where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
 - a) That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
 - b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence; and,
 - c) That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.

90. The Owner shall agree in the Subdivision Agreement that the Owner is responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

Toronto and Region Conservation Authority

91. 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) A Water Balance Assessment (if not already fully addressed in the engineering report above) outlining the required water balance criteria and how they are to be met or exceed by the proposed mitigation measures which have been deemed appropriate for the site;
 - c) Confirmation that the proposed development has been adequately flood proofed and buffered from the Regulatory Flood Plain through detailed grading plans and elevation drawings if necessary;
 - d) A detailed and comprehensive Erosion and Sediment Control Plan, which complies with the TRCA's *Erosion and Sediment Control Guidelines for Urban Construction* (available at www.sustainabletechnologies.ca);

- e) A final Natural Heritage Evaluation to the satisfaction of TRCA and City of Richmond Hill staff; and,
 - f) A detailed Planting / Restoration Plan(s) for the valley / stream corridor and buffers which includes proposed species and quantities as well as planting locations to the satisfaction of TRCA and City of Richmond Hill staff.
92. The applicant provide an updated Flood Plain Map sheet as well as accompanying digital modeling.
93. The applicant provide confirmation that the natural feature, hazard and associated buffer lands (Blocks 20, 21, 22, 23, 24 and 29) have been placed into an appropriate Open Space zoning category (or Park zone for Blocks 20 and 21) and that these lands will be conveyed into public Ownership.
94. 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 and that sufficient securities are provided for the proposed restoration plantings.
95. That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions, or in order to meet current established standards in place at time of registration of the Plan or any phase thereof.

Ministry of Heritage, Sport, Tourism and Culture Industries

96. 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.
97. 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 96, 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

98. Final approval for registration may be issued in phases provided that:
 - a) all government agencies agree to registration by phases and provide clearances as required in Conditions 99 to 102 inclusive; clearances will be required for each phase proposed for registration by the Owner; furthermore, the required clearances may relate to lands not located within the phase sought to be registered.
99. 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.
100. The Regional Planning and Development Services Department shall advise that Conditions 59 to 90 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
101. The Toronto and Region Conservation Authority shall advise that Conditions 91 to 95 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
102. The Ministry Heritage, Sport, Tourism and Culture Industries shall advise that Conditions 96 and 97 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.