

The Corporation of The City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-22007

**The Canada Life Assurance Company and The Canada Life Insurance Company  
of Canada c/o GWL Realty Advisors Inc.**

**Part of Lot 18, 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 IBI Group, having Project No. 136384, with a revision date of May 24, 2023.
2. The lands within this draft Plan of Subdivision shall be appropriately zoned by a zoning by-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. Prior to final approval of the Plan, the Owner shall provide the City with evidence in the form of an Ontario Land Surveyor Certificate that:
  - a) Any existing buildings or structures on the lands as of the date of final approval, are situated so as to comply with applicable zoning by-laws after registration of the plan; and,
  - b) All lot frontages and lot areas within the plan conform to the applicable zoning by-law.
4. The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the City and the York Region Planning and Development Services Department. The Owner shall agree in the Subdivision Agreement that all street names shall be identified to the satisfaction of the City prior to construction of any buildings.

**Development Engineering Division**

5. The 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 meter 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, 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, Her Majesty the Queen in the Right of the Province of Ontario or any other public authority, including, inter alia, land which is to be dedicated to the City the Region, Her Majesty the Queen in the Right of the Province of Ontario as public highways, the Owner shall obtain the approval of the City of the location of any services permitted by such agreement and the wording of the agreement.

Wherever any agreement with a telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, and any easement which has

been transferred or is to be transferred to a telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, permits or will permit the installation of aboveground services or facilities, prior to entering into the agreement or transferring such easement, the Owner shall obtain the approval of the City of the design of such services and facilities. The Owner shall agree in the subdivision agreement to not construct or permit to be constructed any aboveground services or facilities inconsistent with or not in accordance with approved design drawings.

The Owner shall agree in the subdivision agreement to provide evidence satisfactory to the City that the aforesaid restrictions have been complied with prior to registration of the subdivision agreement.

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 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, 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, 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, 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 application 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 municipal services (at a time and with securities satisfactory to the City and with the conveyance of the necessary lands or easements for the municipal services to

the City at a time satisfactory to it), which municipal 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 Vogell Road and Brodie Drive, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
  - b) Construction of two secondary means of public road access from the roads within the draft plan to Orlando Avenue 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:
- a) 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 OLT; or,
  - b) The Owner shall provide evidence satisfactory to the Executive Director of Infrastructure and Engineering Services that the Owner has executed a cost sharing agreement with other land owners within the related Secondary Plan area for the provision of community services within or external to the plan.

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 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; and
  - 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 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 in the 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 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 28, 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

#### **Policy Planning Division – Parks Planning and Natural Heritage Section**

35. The Owner shall agree in the Subdivision Agreement to convey to the City at no cost natural heritage system Block 4 (for environmental protection purposes).
36. The Owner shall convey to the City Block 4 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the City.
37. Prior to registration of the plan, the Owner shall submit a Phase 1 Environmental Site Assessment (ESA) for Block 4 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 prepared by SLR Consulting (Canada) Ltd., dated May 26, 2023 including the undertaking of a phase II ESA and/or a remedial plan, if such work is recommended) and to pay for all costs associated with the implementation. Any required ESA/Remedial Plan should not contain a limitation upon the right of the City to rely upon it and/or the information contained therein.
38. The Owner shall agree in the Subdivision Agreement to remove from the Natural Heritage lands (Blocks 4) 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.



39. 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; or,
  - b) Construction or use of any temporary or permanent access routes through any park or natural heritage lands (other than those required to grade/service the park itself).
40. 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.
41. Prior to any grading, development, pre-servicing or site alteration the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the City's guidelines for the preparation of such reports and to the satisfaction of the City. The Owner shall agree to implement the recommendations of Tree Inventory and Preservation Plan finally approved by the City, to pay all costs associated with implementation, to replace the loss of tree cover either through replanting and/or cash-in-lieu of planting, and provide associated securities upon request to guarantee undertaking of the work.
42. Prior to registration of the plan, the Owner shall submit a Natural Heritage Evaluation to the satisfaction of the City. The Owner shall agree in the Subdivision Agreement to implement the recommendations of Natural Heritage Evaluation (prepared by Beacon Environmental, dated May 2023) 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.
43. 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.
44. 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 (Block 4), or as recommended in the approved Environmental Impact Statement/NHE;
- c) 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;
- d) Any landscaping indicated in the applicants IGMS/Sustainability Metrics Proposal;
- 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.

- 45. 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.
- 46. The Owner shall agree in the Subdivision Agreement to maintain Block 4 in a manner and condition acceptable to the City until such time as the above and below ground services associated with the subdivision are assumed by the City or such earlier time as advised in writing by the City. The Owner shall indemnify and save the municipality harmless with respect to any occurrence on or related to Block 4 until such time as the above and below ground services associated with the subdivision are assumed.
- 47. 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; and,
  - b) That Block 4 is 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.

## **Region of York**

### **Regional Planning and Development Services Department**

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

48. The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services Division and Infrastructure Asset Management for record.
49. The Owner shall provide active transportation facilities along the frontage of Leslie Street, to the satisfaction of the Region.
50. The Owner shall provide a preliminary design for the proposed right-in/right-out driveway to Leslie Street and be designed to the satisfaction of the Region.
51. Upon registration, 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:
52. 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.
53. 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.

54. 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.
55. 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

56. 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.
57. The Owner shall advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
58. The Owner shall agree in wording satisfactory to Development Engineering, that no development work shall be undertaken on Blocks 1, 2 and 3 without appropriate Site Plan and/or Engineering approvals from the Region.

59. The Owner shall agree that the private access proposed to Leslie Street from Block 1 shall be restricted to right-in/right-out movements only and be designed to the satisfaction of the Region.

### **Toronto and Region Conservation Authority (TRCA)**

60. That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
- a) A detailed engineering report and plans including, but not limited to the Stormwater Management Report and Functional Servicing Report that describes the storm drainage system (quantity) for the proposed development of the subject lands and how it will comply with all related TRCA requirements, to the satisfaction of the TRCA. This report shall include:
    - i. plans illustrating how this drainage system will tie into surrounding drainage systems and stormwater management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how target flows to the receiving system will be achieved during and post development;
    - ii. 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;
    - iii. confirmation that TRCA's stormwater management criteria and the criteria requirements for water balance have been met or exceeded;
    - iv. Water Balance measures with supporting calculations;
    - v. detail drawings, locations and plans for proposed water balance and LID measures on the appropriate drawings;
    - vi. site servicing and grading plans;
  - b) The applicant obtains all Ontario Regulation 166/06 permits from the TRCA for all works proposed within a TRCA Regulated Area within this subdivision including those related to any associated infrastructure or stormwater management works required to support this development.
61. Confirmation that no grading will occur within the valley system or if grading encroachment within the valley system is proposed, it must be agreed upon by the City and the TRCA. Any encroachments must be minimized to the extent possible.

62. The implementing zoning by-law recognize that the valleylands and associated buffer in an environmental protection or other suitable zoning category which has the effect of prohibiting development and structural encroachment, and ensuring the long-term preservation of the lands in perpetuity, to the satisfaction of the TRCA.
63. That the Owner agrees in the subdivision agreement, in wording acceptable to the TRCA:
  - a) To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions and to provide for any requirements as set out in TRCA's conditions of draft approval, that extended beyond registration of this Plan;
  - b) To implement the requirements of the TRCA's conditions in wording acceptable to the TRCA;
  - c) To maintain all stormwater management structures/facilities operating and in good repair during the construction period, and until assumption by the City of Richmond Hill in a manner satisfactory to the TRCA;
  - d) To obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA; and,
  - e) To implement all water balance/infiltration measures necessary to meet site water balance.

## **Ministry Of Culture**

64. 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 Culture.
65. 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 64, 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 Culture.

## **Ministry Of Transportation**

66. Prior to final approval, the Owner must submit to the Ministry of Transportation for review and approval a copy of a Stormwater Management Report, Site Grading and Servicing Plan, addressing the intended treatment of the calculated runoff.

67. Prior to final approval, the Owner must submit to the Ministry of Transportation for review and approval a copy of a detailed Traffic Impact Study addressing the anticipated traffic volumes and their impact on Highway 404.
68. Prior to final approval, the Owner must submit to the Ministry of Transportation for review and approval a copy of the proposed site illumination plan and calculations in the isometric format, using AGi-32 and Auto-Lux. Illumination plan must indicate the intended treatment of the headlight glare traffic, if require.
69. A 14 metre setback from Highway 404 right-of-way shall be free from any construction, drainage work, fencing, etc..

### **Clearance Conditions**

70. The City of Richmond Hill shall advise that Conditions 1 to 47 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
71. The Regional Planning and Development Services Department shall advise that Conditions 48 to 49 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
72. The Toronto and Region Conservation Authority shall advise that Conditions 60 to 63 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
73. The Ministry Culture shall advise that Conditions 64 and 65 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
74. The Ministry Transportation shall advise that Conditions 66 to 69 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.