

The Corporation of The City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File D03-93005 (19T(R)-93027)

Baif Developments Limited

**Part of Lots 69 and 70, Concession 1, E.Y.S., Lots 7 to 15 and 1' Reserve, and Part
of Lots 1 to 6 and 16, All of Collingwood Road, Plan 339**

City of Richmond Hill

City of Richmond Hill

Development Planning Division

1. Approval shall relate to a draft Plan of Subdivision prepared by Bousfields Inc., having Project No. 15258-155dp, dated September 12, 2024, incorporating the following revisions:
 - a) any revisions, if necessary, to meet the requirements of the City of Richmond Hill pursuant to Conditions 60 and 61 herein;
 - b) any revisions, if necessary, to meet the requirements of York Region pursuant to Conditions 93 and 95 herein;
 - c) any revisions, if necessary, to meet the requirements of the Toronto and Region Conservation Authority pursuant to Condition 102 herein; and,
 - d) any revisions, if necessary, to meet the requirements of the City of Richmond Hill and the Toronto and Region Conservation Authority with respect to Blocks 5 and 6 (Stormwater Management Ponds), to prevent encroachment into the Natural Heritage System.
2. The lands within this draft Plan of Subdivision shall be appropriately zoned by a zoning by-law which has come into effect in accordance with the provisions of the *Planning Act*.
3. Prior to final approval of the Plan, the Owner shall provide the City with evidence in the form of an Ontario Land Surveyor Certificate that:
 - a) any existing buildings or structures on the lands as of the date of final approval, are situated so as to comply with applicable zoning by-laws after registration of the plan; and,

- b) all lot frontages and lot areas within the plan conform to the applicable zoning by-law.
- 4.
- a) The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the City and the York Region Planning and Development Services Department. The Owner shall agree in the Subdivision Agreement that all street names shall be identified to the satisfaction of the City prior to construction of any buildings.
 - b) The Owner shall agree in the Subdivision Agreement that no building permit application will be submitted for any individual lot or block until the Owner has submitted architectural design plans of the building facades, for all lots and/or blocks within the plan and obtained the approval of the City through the Architectural Design Control process. Such architectural design plans shall be in accordance with City approved Architectural Design Control Guidelines. The Owner shall agree to build in accordance with the approved plans.
5. The Owner shall enter into a Sustainable Building Design Agreement, if required to do so by the City, to implement the sustainability components approved as part of the allocation of municipal servicing capacity to the proposed draft Plan of Subdivision on the subject lands.

Development Engineering Division

6. The road allowances and road widenings included within this draft Plan of Subdivision shall be dedicated as public highways to the City without monetary consideration and free of all charges and encumbrances.
7. Any dead ends or open sides of road allowances created by this draft Plan of Subdivision shall be terminated in 0.3 metre reserves, to be conveyed to the City without monetary consideration and free of all charges and encumbrances.
- 8.
- a) Prior to final approval of the draft plan or any portion thereof, the Owner shall enter into one or more Subdivision Agreements with the City in order to satisfy the financial, servicing and other requirements of the City, including the construction and installation of municipal services (including, inter alia, roads, curbs, gutters, sidewalks, watermains, sanitary sewers, storm sewers, street lights, traffic lights, street name and regulatory signs) at the Owner's expense, both upon the lands within the draft plan and upon lands external thereof, provision of insurance, payment of Development Charges and prepayment of Local Improvement charges as required by the City.
 - b) The Owner shall agree in the Subdivision Agreement to pay all processing fees in accordance with the City's Tariff of Fees By-Law with respect to the subdivision of lands, and shall pay any new or additional costs or fees imposed upon the City by the Province of Ontario or The Regional Municipality of York which relate to the lands within the draft plan and

which may arise prior to the final execution of the Subdivision Agreement. Payment of applicable Regional, Educational and City-wide Development Charges will be required prior to the issuance of any building permit upon the subdivision lands.

9. Prior to final approval of the draft plan or in any portion thereof, the Owner shall enter into an agreement with a distributor as that term is defined in the *Electricity Act, 1998*, respecting the provisions of electric service and streetlighting.
10. Such easements as may be required for utility, municipal servicing, drainage purposes or grading/alteration (including placement or removal of fill material and retaining wall structures), shall be granted to the City or other appropriate authority in priority to all charges and encumbrances. Such easements to be conveyed to the City, Region, the Province or the Toronto and Region Conservation Authority shall be conveyed without monetary consideration.
11. Prior to entering into any agreement with any telecommunications service provider, any natural gas or electricity service distributor or transmitter or any other public utility provider for the use of any lands within the Plan, which is to be deeded or dedicated to the City, the Region, in the Province of Ontario or any other public authority, including, inter alia, land which is to be dedicated to the City the Region, in the Province of Ontario as public highways, the Owner shall obtain the approval of the City of the location of any services permitted by such agreement and the wording of the agreement.

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

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

12. The Owner shall agree in the Subdivision Agreement to obtain the approval of the appropriate authority for the installation of electric, gas, telephone and telecommunication services and that the installation of those services shall be underground within the road allowances or within other appropriate easements.
13. The Owner shall permit any telephone or telecommunications service provider to locate its plant within the proposed subdivision prior to the registration provided

the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed. The Owner shall agree to the foregoing in the Subdivision Agreement.

14. Public highways shall be designed in accordance with the City's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 metre reserves. For public highways designated as local roads, curb radii shall be designed to provide a 9.5 metre pavement width within the horizontal curve at all changes in horizontal alignment between 60 to 90 degrees.
15. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the City and the Regional Transportation Department.
16. The Owner shall agree in the Subdivision Agreement that all portions of public highways which are not paved and all drainage swales on public or private property shall be graded and sodded in accordance with the standards of the City.
17. The Owner shall agree in the Subdivision Agreement to grade and seed all undeveloped lands within the plan, other than conservation lands, and to maintain, to the satisfaction of the City, all undeveloped lands within the plan.
18. The Owner shall agree in the Subdivision Agreement that maintenance of any retaining walls constructed within this draft Plan of Subdivision shall be the responsibility of the Owner, and of subsequent Owners. Retaining walls shall not be constructed upon lands to be transferred to the City, unless otherwise approved by the Commissioner of Infrastructure and Engineering Services.
19. 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.
20. The Owner shall provide to the City, engineering drawings for, and shall agree in the Subdivision Agreement to install, to the satisfaction of the City, watermains, sanitary sewage works, storm sewage works, adequate pavement width for roadways, curbs, gutters, sidewalks, street lighting, traffic signals, regulatory signs, street name signs, and any other services or facilities as required. The Owner shall not connect any watermain or sewer to existing municipal systems without the written approval of the City. All lands to be conveyed to the City for open space purposes and all easements shall be shown on the engineering drawings. The Owner shall obtain the approval of the Region and/or the Ministry of the Environment Conservation and Parks, by way of certificate of approval, for the installation of watermains, sanitary sewage works, and storm sewage works.

Further, the Owner shall agree in the Subdivision Agreement that the plan or any portion thereof shall not be granted final approval and registered until:

- a) adequate sanitary sewage is available as determined by the City and has been allocated, by the City, to the plan; and,
- b) adequate water supply capacity is available, as determined by the City, and has been allocated, by the City, to the plan.

And further, the Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the City and the Regional Municipality of York from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

21. The Owner shall agree in the Subdivision Agreement that the sanitary and storm sewers shall be connected and drained to outlets approved by the Ministry of the Environment Conservation and Parks, the Region of York, the City of Richmond Hill and where applicable, the Toronto and Region Conservation Authority.
22. The Owner shall agree in the Subdivision Agreement that the water distribution system for this draft Plan of Subdivision shall be looped within this draft Plan of Subdivision and with the existing watermain system on the periphery of this draft Plan of Subdivision as necessary, and that allowance shall be made for the future servicing of parcels of land abutting this draft Plan of Subdivision as required by the City.
23. The Plan of Subdivision or any portion thereof shall not be given final approval for registration until such time as storm and sanitary sewer outlets, water distribution systems, and site access via local and collector road systems are available or other arrangements satisfactory to the City have been made.
24. The Owner shall agree in the Subdivision Agreement that no applications for building permits will be made 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 and subject to urban design control.
25. The pattern of streets and the layout of reserve blocks within this draft Plan of Subdivision shall be designed to align precisely with the pattern and layout for existing plans or any adjoining proposed Plan of Subdivision.
26. The Owner shall agree in the Subdivision Agreement:
 - a) to be responsible for the proper drainage within this draft Plan of Subdivision and the effect of such drainage on all lands abutting this draft plan;

- b) that all lot and block grading plans shall be prepared by the engineer for the Owner in accordance with the City's Design Criteria and Design Standards and to provide individual lot grading plans for each lot on the plan prior to 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.
27. The Owner(s) shall agree in the Subdivision Agreement to provide the City with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the City's digital submission requirements. These plans shall be tied to horizontal control at a minimum of three (3) locations at the extreme corners of the plan. The Owner(s) shall agree in the Subdivision Agreement to provide as built engineering drawings (including tributary areas drawings), in accordance with the digital and hard copy submission requirements specified in City Standards and shall include the database required to satisfy the City's Infrastructure Management System.
28. 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 Brief (FSB) prepared by Stantec Consulting Ltd., Project No. 160622414:
- 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 Yonge Street and/or existing St. Laurent 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 FSB;

- d) construction of the sanitary sewer system and appurtenances external to the draft plan to an established outlet and construction of sanitary sewers and appurtenances to service the draft plan, all as outlined in the FSB;
 - e) construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the FSB, together with required outlet(s) to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
 - f) conveyance of all lands external to the draft plan required for municipal servicing purposes, all as outlined in the FSB.
29. 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 municipal services referenced in Condition 28, which said agreement(s) shall address, among other things, credits under the *Development Charges Act* to the satisfaction of the City.
30. Prior to any grading, stripping or servicing of the lands included within the draft plan, the Owner shall provide a detailed Stormwater Management Report. This report shall be completed to the satisfaction of the Commissioner of 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 facility design, inspection, operation and maintenance procedures and associated costs;
 - d) monitoring plans, programs, equipment, procedures and associated costs required to address facility performance in accordance with the requirements of the OPA 129 Functional Servicing Plan and/or Functional Servicing Brief (FSB); and,
 - e) erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features.

Such report(s) shall utilize as guidelines the Ministry of the Environment Conservation and Parks Stormwater Management Planning and Design Manual, and the City of Richmond Hill Stormwater Management Design Criteria. The Owner shall incorporate the recommendations of this report into the applicable engineering plans to be prepared for approval by the Commissioner of Infrastructure and Engineering Services.

The Owner shall agree in the Subdivision Agreement:

- a) to implement the recommendations of the Stormwater Management Report;
- b) to undertake the performance monitoring program specified in the Stormwater Management Report and to provide appropriate securities to carry out or cause to be carried out the performance monitoring program; and,
- c) to convey lands to the City for the necessary stormwater management facilities without monetary consideration and free of all charges and encumbrances to the satisfaction of the Commissioner of Infrastructure and Engineering Services.

31. The Owner shall agree in the Subdivision Agreement:

- a) to demonstrate that, prior to assumption of municipal services, all stormwater management facilities are performing in accordance with their approved design to the satisfaction of the Commissioner of 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.

32. Prior to final approval of the draft plan or any portion thereof, the Owner shall address the technical comments on the approved Traffic Impact Study (TIS) to the satisfaction of the Commissioner of Planning and Building Services. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the TIS.

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 of the Plan, the Owner shall enter into an agreement, satisfactory to the City, pertaining to the provision of municipal services associated with the urbanization of St. Laurent Drive along the southern portion of the plan. This agreement shall address, among other things, credits under the *Development Charges Act*, or City contributions associated with the reconstruction of St. Laurent Drive, to the satisfaction of the City.

Policy Planning Division – Parks Planning and Natural Heritage Section

39. The Owner shall convey to the City, a park block with a minimum area of 0.482 ha in the location shown as Block 16, and a park block with a minimum area of 2.544 ha in the location shown as Block 17 on the Draft Plan of Subdivision for park and recreational purposes, subject to terms and conditions satisfactory to the City. The owner shall agree in a subdivision agreement that the over-dedication of 1.3646 ha will be credited against any future parkland that is required to be conveyed as a condition of approval of any development proposal on the subject lands, or on any other adjacent lands owned by the Owner, and

that the City shall not be obligated to compensate the owner for such over-dedication.

40. The Owner shall agree in the Subdivision Agreement to convey to the City at no cost, stormwater management Blocks 5 and 6, natural heritage lands Blocks 7, 8, 9, 13, 14 and 15 (for environmental protection purposes).
41. The Owner shall convey to the City Blocks 5, 6, 7, 8, 9, 13, 14, and 15 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 Block 5, 6, 7, 8, 9, 13, 14, 15, 16, and 17 carried out consistent with the Canadian Standards Association Standard Z768-01.
43. The Owner shall agree in the Subdivision Agreement to remove from the Natural Heritage lands (Blocks 7, 8, 9, 13, 14, and 15) 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 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. 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 Dillon Consulting, dated May 2024) 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 7, 8, 9, 13, 14, and 15), or as recommended in the approved Natural Heritage Evaluation;
 - c) Entrance features;
 - d) Any landscaping indicated in the applicants IGMS/Sustainability Metrics proposal – identify specifically;
 - e) Landscaping of the stormwater management block (Blocks 5 and 6); and,
 - f) Tree cover replacement.

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 to pay for all trees and planting within the road allowance in accordance with the policies of the City. Note that the required Utility Coordination Plan must demonstrate that there is adequate space within the boulevard for planting street trees consistent with City standards.

51. 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.
52. The Owner shall agree in the Subdivision Agreement to implement grading and servicing plans and utility coordination plans, which provide for:
 - a) consistency with the recommendations of the approved Tree Inventory and Preservation Plan;
 - b) grading within Park Blocks 16 and 17 to generally result in between two (2%) percent and five (5%) percent grade differential across the entire block;
 - c) servicing of Park Blocks 16 and 17 in accordance with City standards including a 50 mm water service to the property line (with curb stop/valve box at street line), electrical connection to the property line, one or more storm sewer catchbasin manholes within 1 metre of the property line, and a sanitary manhole within 1 metre of the property line (for Block 17);
 - d) engineered fill and all backfill material used to grade Park Blocks 16 and 17 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 16 and 17 that include 20 cm topsoil depth and meet and match the proposed finished grade at all property lines for all abutting land uses;
 - f) permanent 1.5 metre chain link fencing consistent with City standards, where parkland, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands; and,
 - g) temporary post and wire fencing along the perimeter of Park Blocks 16 and 17 where it abuts road allowances or other potential access points, to prohibit access to such lands until such time as parkland improvements proceed.
53. Following completion of the grading and servicing works referred to in Condition 52 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 16 and 17 are consistent with approved plans.

54. The Owner shall agree in the Subdivision Agreement to provide topsoil on Park Blocks 16 and 17 to City standards. Prior to application of the topsoil to Park Blocks 16 and 17 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.
55. The Owner shall agree in the Subdivision Agreement to sod/seed Park Blocks 16 and 17 if requested to do so by the City.
56. The Owner shall agree in the Subdivision Agreement to install a sign on Park Blocks 16 and 17 notifying residents of the future park planned for the site and indicating that no dumping is permitted on the future park lands.
57. 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.
58. The Owner shall agree in the Subdivision Agreement to maintain Block(s) 7, 8, 9, 13, 14, 15, 16, and 17 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(s) 7, 8, 9, 13, 14, 15, 16, and 17 until such time as the above and below ground services associated with the subdivision are assumed.
59. 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 16 and 17 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;
 - c) that Blocks 5 and 6 will be used for stormwater detention purposes and may have a pond retaining from time to time a level of water that may be dangerous to unattended children or to other persons not adequately

supervised. Neither the Owner nor the City shall be responsible to provide any supervision on the said land of any kind and purchasers agree to release, indemnify and save harmless the Owner and City from any and all claims arising from the use or occupation of Blocks 5 and 6, by the purchasers, their family, friends or invitees;

- d) that it is the intention of the City that all or part of the stormwater management lands are to be naturalized and left in its natural state, provided the Purchasers acknowledge that nothing in this notice shall in any manner whatsoever preclude or be interpreted as precluding the City from undertaking any improvements to the said lands at any further date; and,
- e) that Blocks 5, 6, 15, 16, and 17 are intended to include public walkways and trails and that such uses may result in increased vehicular and pedestrian traffic on the street and adjacent to or in the vicinity of the property and a high volume of pedestrian traffic on the walkways. Purchasers are further advised that properties adjacent to such Blocks may be affected by noise and lighting from such uses.

Policy Planning Division – Heritage and Urban Design Section

- 60. Prior to final approval, the Owner shall submit a Cultural Heritage Impact Assessment (CHIA) for the property known as 53 St. Laurent Drive based on the City's Terms of Reference. If designation is recommended by the CHIA, the Owner shall prepare a Conservation Plan for the structure, by an appropriately qualified heritage professional with demonstrated experience in the conservation of heritage structures. The Conservation Plan shall include:
 - a) assessment of physical condition, including measured drawings and photographic documentation of existing conditions;
 - b) proposed conservation approach (interventions strategy and approach and use);
 - c) statement of heritage intent (new additions and design drawings);
 - d) conservation treatment (exterior and interior);
 - e) landscape Plan to provide an appropriate setting; and,
 - f) a cost estimate for the implementation of the Conservation Plan.
- 61. Should the CHIA recommend designation, prior to final approval, the Owner shall enter into a Heritage Restoration Agreement with the City which will ensure the implementation of the Conservation Plan through a Letter of Credit based on the cost of implementing the Conservation Plan.

Region of York

Economic and Development Services Branch, Corporate Services Department

Conditions to be Included in the Subdivision Agreement

62. The Owner shall save harmless the City of Richmond Hill and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
63. The Owner shall agree to advise all potential purchasers of the lots within the subdivision that sewer gas and associated odours may be present in the area.
64. The Owner shall agree to indemnify and hold harmless the City of Richmond Hill and York Region, their elected and appointed officials, Chairmen, employees, contractors and agents against any and all actions, causes of action, suits, orders, proceedings, claims, demands and damages whatsoever which may arise from presence of sewer gas and associated odours within the subdivision.
65. The Owner shall agree that a vehicular interconnection will be provided to the adjacent lands to the north (13723 Yonge Street).
66. The Owner shall agree to provide a multi-use path on the east side of Yonge Street that connects from Bloomington Road to Worthington Avenue.
67. The Owner shall agree that the intersection of St. Laurent Drive and Yonge Street will be restricted to right-in/right-out operations in the future.
68. The Owner shall agree to include in the subsequent Site Plan Agreement(s), Purchase and Sale Agreement(s), Tenant Lease Agreement(s), Condominium Agreement(s), and Declaration of Condominium Agreement(s) the following clauses:
 - a) "THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERSECTION OF ST. LAURENT AT YONGE STREET WILL OPERATE AS AN INTERIM FULL-MOVEMENT UNSIGNALIZED ACCESS UNTIL SUCH TIME THAT BRT IMPROVEMENTS ARE MADE TO YONGE STREET (AS PER THE APPROVED ENVIRONMENTAL ASSESSMENT). IN THE FUTURE THE FULL-MOVEMENT ACCESS WILL BE RESTRICTED TO RIGHT-IN/RIGHT-OUT OPERATIONS."
 - b) "INTERCONNECTIONS WILL BE PROVIDED TO THE LANDS NORTH OF THE SUBJECT SITE TO PERMIT ACCESS TO BLOOMINGTON ROAD AND COMMUNITY AMENITIES. AS SUCH, TRAFFIC VOLUMES ARE EXPECTED TO INCREASE AT THE TIME THESE LANDS ARE DEVELOPED."

- c) "PURCHASERS ARE ADVISED THAT DESPITE THE SEWER GAS AND ASSOCIATED ODOUR MITIGATION MEASURES ARE IMPLEMENTED WITHIN THE SUBDIVISION, SEWER GAS AND ASSOCIATED ODOURS MAY PERSIST."
 - d) "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."
69. The Owner shall agree that no private vehicular access will be permitted to Yonge Street for Blocks 10, 11, or 12. All accesses shall be provided through local roads.
70. The Owner shall agree to implement the recommendations of the revised Transportation Study, including TDM measures and incentives, as approved by the Region.
71. The Owner shall agree to 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.
72. The Owner shall agree in wording satisfactory to Development Engineering, that appropriate engineering approvals from the Region are required to be in place before the commencement of any site alteration or construction works on any lands in the draft plan of subdivision, prepared by Bousfields Inc. dated November 28, 2023, which are abutting Yonge Street.
73. The Owner shall agree 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.
74. The Owner shall implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
75. The Owner shall agree 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.
76. 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;
 - c) That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.
77. The Owner shall agree to be 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.

Conditions to be Satisfied Prior to Final Approval

78. The Owner shall provide to the Region the following documentation to confirm that unrestricted water and wastewater servicing capacity is available from the Region assigned pool and have been allocated to the subject development by the City of Richmond Hill:
- a) a copy of the Council resolution confirming that the City of Richmond Hill has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof; and,
 - b) a copy of an email confirmation by a City of Richmond Hill staff member stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
79. The Owner shall provide an electronic set of the final engineering drawings showing the water and wastewater infrastructure for the proposed development to Development Services and Infrastructure Asset Management for record.
80. The Owner shall design and install the proposed sanitary outlet to the Region's Yonge Street trunk sewer to the satisfaction of York Region.
81. The Owner shall provide an updated TDM letter, to the satisfaction of the Region.
82. Should the proposed major development include bulk fuel ($\geq 2500L$) or bulk chemicals ($\geq 500L$) within the HVA, a Contaminant Management Plan (CMP) will be required prior to registration, for Water Resources review and approval. If

a CMP is not required, a letter prepared by a qualified professional will be required in its place stating that the above noted activities will not be occurring.

83. The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required road improvements for this subdivision. The report/plan, submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
84. Concurrent with the submission of the subdivision servicing application (MECP) 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) Cross Section on York Region right-of-way at 20m interval where the site is abutting;
 - c) Grading and Servicing;
 - d) Intersection/Road Improvements, including the recommendations of the Traffic Report;
 - e) Construction Access Design;
 - f) Utility and underground services Location Plans based on SUE Investigation;
 - g) Signalization and Illumination Designs;
 - h) Line Painting;
 - i) Traffic Control/Management Plans;
 - j) Erosion and Siltation Control Plans;
 - k) Landscaping Plans, including tree preservation, relocation and removals;
 - l) Arborist Report;
 - m) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
 - n) Functional Servicing Report;
 - o) Stormwater Management Report; and,
 - p) Water supply and distribution report and model.
85. 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 planning 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.
86. 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.
87. 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.

88. The Owner shall demonstrate, to the satisfaction of Development Engineering, that the streetline elevations shall be 0.2 metres above the centreline elevations of the York Region roadway or maintain a minimum 2% cross slope within the boulevard from the streetline to the top of curb, unless otherwise specified by Development Engineering.
89. 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.
90. 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.
91. 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.
92. 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.

93. 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 and any lands required for additional turn lanes at the intersections;
 - b) a 15 metre by 15 metre daylight trapezoid at the intersection of Yonge Street and Street A;
 - c) a 15 metre by 15 metre daylight triangle at the south-east corner of the Yonge Street and St. Laurent Drive intersection, and,
 - d) a 0.3 metre reserve across the full frontage of the site, except at the easement blocks and approved access location, adjacent to the above noted widening, where it abuts Yonge Street and adjacent to the above noted widenings.
94. 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.
95. 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.

96. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
97. For any applications (Site Plan or Zoning By-law Amendment) deemed complete 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.

Toronto and Region Conservation Authority

98. 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 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 storm water 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 Section 28.1 of the *Conservation Authorities Act*;
 - iii) confirmation that TRCA's stormwater management criteria and the criteria requirements for water balance have been met or exceeded;
 - iv) Site Servicing, Grading and ESC Plans;
 - v) wetland buffer restoration plans;

- vi) an Environmental Management Plan (EMP);
 - vii) the applicant obtains all *Conservation Authorities Act*, Section 28.1 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.
99. The Owner shall provide 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).
100. Confirmation that no grading will occur within the wetland buffers or if grading encroachment is unavoidable, it must be agreed upon by the City and the TRCA. Any encroachments must be minimized to the extent possible.
101. The implementing zoning by-law recognize all wetland features and associated environmental buffer blocks in an environmental protection or other suitable zoning category which has the effect of prohibiting development and structural encroachment, and ensuring the long-term preservation of the lands in perpetuity, to the satisfaction of the TRCA.
102. That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions, or to meet current established standards in place as of the date of a request for registration of the Plan or any phase thereof.
103. That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA:
- a) to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans reference in TRCA's conditions and to provide for any requirements as set out in TRCA's conditions of draft approval, that extend beyond registration of this Plan;
 - b) to implement the requirements of the TRCA's conditions in wording acceptable to the TRCA;
 - c) to 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 *Conservation Authorities Act*, Section 28.1 permits from the TRCA;
 - e) to erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting wetland buffer lands to be conveyed to the public authority;

- f) that all wetland buffer blocks and wetland blocks will be gratuitously conveyed into public ownership; and,
- g) That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for all residential lots adjacent to Wetland Buffer Blocks (Blocks 13, 14, 15) which identifies the following:

"The owners are advised that the rear lot lines are adjacent to environmental protection lands, which may be regulated by the Toronto and Region Conservation Authority. These lands are considered to be part of the publicly owned environmental protection area, which is intended to remain naturalized, and may not be actively maintained. A future trail may be located within all or a part of this area, however private uses such as picnic, barbeque or garden areas; storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. Private rear yard gates are prohibited."

Ministry Of Culture

- 104. 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.
- 105. 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 104, 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.

Clearance Conditions

- 106. 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 107, 108, 109 and 110; 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.
- 107. The City of Richmond Hill shall advise that Conditions 1 to 61 inclusive and 106 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

108. The Regional Corporate Services Department shall advise that Conditions 62 to 97 inclusive and 106 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
109. The Toronto and Region Conservation Authority shall advise that Conditions 98 to 103 and 106 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
110. The Ministry Culture shall advise that Conditions 104, 105 and 106 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, pursuant to the *Planning Act*, R.S.O. 1990, the approval to this proposed Plan of Subdivision shall lapse at the expiration of three (3) years after the date upon which approval to the proposed Plan of Subdivision was given, but The City of Richmond Hill may from time to time extend the duration of the approval by granting an extension prior to the lapsing date.