

The Corporation of The City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-18007

Jefferson Heights Estates Limited

Part of Lots 54 to 57, Plan 1916, and Lot 1, Plan 65M-2071

City of Richmond Hill

City of Richmond Hill

Development Planning Division

1. Approval shall relate to a draft Plan of Subdivision prepared by R-PE Surveying Ltd., having a Surveyor's Certificate dated January 8, 2024.
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) all existing buildings or structures on the subject lands or other lands abutting this Plan which are owned by the Owner, 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.
6. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the City, that Blocks 7 and 8 on the Plan shall not be conveyed or otherwise charged by the Owner until the City is satisfied that a Plan of Condominium has been satisfactorily registered for each of Blocks 7 and 8 on the Plan. Upon registration of the Plan, the Owner shall register against the aforesaid blocks, restrictions under Section 118 of the Land Titles Act prohibiting any sale or charge of the said Blocks without the consent of the Commissioner of Planning and Building Services. Such restrictions will be released upon the Commissioner of Planning and Building Services being satisfied that a Plan of Condominium has been satisfactorily registered for Blocks 7 and 8 of the Plan.

Infrastructure Planning and Development Engineering Division

7. 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.
8. 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.
9.
 - 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.

10. 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.
11. 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.
12. 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, His Majesty the King 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, His Majesty the King 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.

13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. The Owner shall agree in the Subdivision Agreement that maintenance of any retaining walls constructed within this draft Plan of Subdivision shall be the responsibility of the Owner, and of subsequent Owners. Retaining walls shall not be constructed upon lands to be transferred to the City, unless otherwise approved by the Executive Director of Infrastructure and Engineering Services.
20. 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.
21. 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:

- i) adequate sanitary sewage is available as determined by the City and has been allocated, by the City, to the plan; and
- ii) 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
28. 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.
29. 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**) prepared by Masongsong Associates Engineering Ltd.
- a) 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**.
 - b) 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**.

- c) 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,
 - d) Conveyance of all lands external to the draft plan required for municipal servicing purposes, all as outlined in the **FSSWMR**.
30. 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 29, which said agreement(s) shall address, among other things, credits under the Development Charges Act to the satisfaction of the City.
31. 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 Infrastructure and Engineering Services and shall address:
- a) the selection of stormwater management source, conveyance, low impact development and end-of pipe practices to be implemented within and external to the draft plan to address water quantity, water quality, and erosion control;
 - b) the protection of groundwater quality and quantity including a water balance analysis and provision of low impact development measures to maintain predevelopment groundwater recharge;
 - c) the stormwater management design, inspection, operation and maintenance procedures and associated costs;
 - d) monitoring plans, programs, equipment, procedures and associated costs required to address stormwater management performance in accordance with the requirements of the Functional Servicing Report; 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 to implement the recommendations of the Stormwater Management Report.

32. 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 Commissioner of Infrastructure and Engineering Services.
33. 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.
34. The Owner shall:
- a) pay Country Wide Homes (Jefferson) Inc. the following amount and provide the City with a written acknowledgment from Country Wide Homes (Jefferson) Inc. of receipt of the monies, or, at the sole option of the City; and
 - b) make such other arrangements satisfactory to the City for this payment Country Wide Homes (Jefferson) Inc.
- The amount of such payment is **\$739,452.00** subject to adjustment in accordance with the index of Statistics Canada Quarterly, Construction Price Statistics, Catalogue Number 62-007, Table 6.1, Toronto, Institutional Building (School), Index P-10019 or such other index as determined by the City, at its sole discretion, from the date of issuance of draft approval of the plan to the date of payment as aforesaid. Adjustments to the date of the giving of draft approval shall be based on the change in the said Index from that date for the periods (monthly, semi-annual or otherwise) as determined by the City in its sole discretion.
35. 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.

Park and Natural Heritage Planning Section

36. The Owner shall convey to the City a park block with a minimum area of 0.4 ha in the location shown as Block 9 on the Draft Plan of Subdivision in partial fulfillment of parkland dedication requirements.
37. The Owner shall agree in the Subdivision Agreement to convey into public ownership and at no cost, natural heritage system Blocks 10 and 11 (for environmental protection purposes).
38. Owner shall convey into public ownership Blocks 10 and 11 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the City and/or TRCA.
39. The Owner shall convey to the City Block 9 free and clear of all encumbrances and/or encroachments unless otherwise directed in writing by the City.
40. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Phase 1 Environmental Site Assessments prepared by Soil Engineers Ltd. dated August 18, 2017 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.
41. The Owner shall agree in the Subdivision Agreement to remove from the Natural Heritage lands (Blocks 10 and 11) 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.
42. 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).
- 43. 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.
- 44. Prior to any grading, development, pre-servicing or site alteration the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the City's guidelines for the preparation of such reports and to the satisfaction of the City. The Owner shall agree to implement the recommendations of the Tree Inventory and Preservation Plan finally approved by the City, to pay all costs associated with implementation, to replace the loss of tree cover either through replanting and/or cash-in-lieu of planting, and provide associated securities upon request to guarantee undertaking of the work.
- 45. The Owner shall agree in the Subdivision Agreement to implement the recommendations of Natural Heritage Evaluation (prepared by Beacon Environmental dated February 2020), 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.
- 46. 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.
- 47. Prior to execution of the Subdivision Agreement the Owner shall prepare and submit Landscape Plans which provide for the following items:
 - a) Landscaping of traffic islands and circles;
 - b) Boulevard/street trees;
 - c) Planting, restoration and enhancement of all disturbed areas within the natural heritage system (Blocks 10 and 11), or as recommended in the approved Environmental Impact Statement/NHE;
 - d) Pedestrian/trail linkages and associated landscaping;
 - e) Entrance features;

- f) Soil depth and volume;
- g) Tree cover replacement; and
- h) 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.

- 48. 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.
- 49. 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 Block 9 to generally result in between two (2%) percent and five (5%) percent grade differential across the entire block;
 - c) Servicing of Park Block 9 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;
 - d) Engineered fill and all backfill material used to grade Park Block 9 shall be compacted to the City's standards, and shall be selected material from excavation or other sources for the use intended, unfrozen and free of rocks larger than 75 mm, cinders, ashes, sods, refuse or other deleterious materials;
 - e) Finished elevations of Park Block 9 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, natural heritage land, valleylands, stormwater management facilities and pedestrian walkway blocks abut non-municipal lands;

- g) Temporary post and wire fencing along the perimeter of Park Block 9 where it abuts road allowances or other potential access points, to prohibit access to such lands until such time as parkland improvements proceed; and,
 - h) Adequate space within the boulevard for planting street trees consistent with City standards.
- 50. Following completion of the grading and servicing works referred to in Condition 48 above (and prior to application of the topsoil), the Owner shall provide the City with post-grading geotechnical soil tests, and a topographic survey that meets City requirements, confirming that the grading and servicing of Park Block 9 are consistent with approved plans.
- 51. The Owner shall agree in the Subdivision Agreement to provide topsoil on Park Block 9 to City standards. Prior to application of the topsoil to Park Block 9 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.
- 52. The Owner shall agree in the Subdivision Agreement to sod/seed Park Block 9 if requested to do so by the City.
- 53. The Owner shall agree in the Subdivision Agreement to install a sign on Park Block 9 notifying residents of the future park planned for the site and indicating that no dumping is permitted on the future park lands.
- 54. 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.
- 55. The Owner shall agree in the Subdivision Agreement to maintain Block(s) 9, 10 and 11 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) 9, 10 and 11 until such time as the above and below ground services associated with the subdivision are assumed.
- 56. The Owner shall agree in the Subdivision Agreement that warning clauses will be included in all agreements of purchase and sale, and that information will be provided on all community information maps and promotional sales materials, providing notice as follows:

- a) that encroachments of any kind are not permitted in natural heritage blocks, valleylands, valleyland buffers, stormwater management blocks, or park lands;
- b) that Park Block 9 will be developed into an active park and uses may include sports facilities, courts, play equipment, and other facilities that will attract a range park users, sports groups and spectators. Purchasers are advised that properties in the vicinity of the park may be affected by increased traffic and parking on the streets, and ambient noise and lighting from park use; and
- c) that Block(s) 9, 10 and 11 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.

Heritage and Urban Design Section

57. 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 and floor plans, 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.

Region of York

Economic and Development Services Branch, Corporate Services Department

Conditions to be Included in the Subdivision Agreement

58. 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.
59. The Owner shall agree in wording satisfactory to Development Engineering, to assist the Region with contacting new homeowners for the purpose of implementing the "Travel Demand Management Plan".
60. The Owner shall agree in wording satisfactory to Development Engineering, to advise all potential purchasers of the existing and future introduction of transit services in this development.

Conditions to be Satisfied Prior to Final Approval

61. York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the City of Richmond Hill for the development proposed within this draft plan of subdivision or any phase thereof.
62. The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services division and the Infrastructure Asset Management Branch for record.
63. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
64. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.

Toronto and Region Conservation Authority

65. The Owner shall demonstrate, with supporting discussion, analysis, drawings, etc. that TRCA's Stormwater Management Criteria has been satisfied:
 - a) Given the size and location of the site, TRCA water quantity control criteria require that post-development peak flows are controlled to pre-development conditions for all storm events up to and including the 100 year event (i.e. 2 to 100 year storm events.);
 - b) Water quality control criteria for the site would require an Enhanced level of protection (i.e. 80% T.S.S. removal.) A "treatment train" approach should be utilized wherever feasible, in order to treat runoff at the source, en route, and at end-of-pipe;
 - c) The minimum erosion control requirement within TRCA's jurisdiction is retention of the first 5 mm of every rainfall event. For sites with stormwater management ponds, extended detention of the 25 mm event for a period of 48 hours would be required; and
 - d) An annual water balance analysis is required for the site, which evaluates the pre-development, post-development (without mitigation), and post-development (with mitigation) conditions, to maintain the site's pre-development volumes in the post-development condition for evapotranspiration, infiltration, and runoff;
66. The Owner shall provide a Water Balance Assessment (if not already fully addressed above) outlining the required water balance criteria and how they are

to be met or exceed by the proposed mitigation measures which have been deemed appropriate for the site.

67. 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).
68. The Owner shall provide an up-to-date Natural Heritage Evaluation to the satisfaction of TRCA and City of Richmond Hill staff.
69. That the dripline and buffer in identified within Block 10 and 11 be placed into an appropriate zoning category (i.e. Open Space) to ensure the long-term protection of the lands.
70. That the Owner to provides TRCA with stamped engineer drawing(s) by a qualified engineer should retaining walls be proposed.
71. That the Owner/applicant agrees to remit all outstanding TRCA review and/or clearance fees to the TRCA in accordance with the relevant TRCA fee schedule at that time.
72. That the Owner/applicant agrees to attain all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject properties for which permits would be required, and those related to any associated infrastructure or stormwater management works required to support this development that may be located off the subject property.
73. That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions, or in order to meet current established standards in place at time of registration of the Plan or any phase thereof.
74. That the owner agrees that the following clauses be required 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 analyses to be approved by TRCA;
 - b) to agree to, and implement, the requirements of the TRCA's conditions in wording acceptable to the TRCA;
 - c) to design and implement on-site erosion and sediment controls in accordance with current TRCA standards;
 - d) to maintain all stormwater management and erosion and sedimentation control structures operating in good repair during the construction period, in a manner satisfactory to the TRCA;

- e) to obtain all necessary TRCA permits pursuant to Ontario Regulation 166/06 (as amended) from the TRCA;
 - f) to include appropriate clauses in all agreements of purchase and sale, for lots or blocks on which infiltration infrastructure (whether structural or passive) is to be located that clearly identifies maintenance responsibilities of the landowner;
 - g) that the dripline and buffer is identified within Block 10 and 11 is free of all encumbrances;
 - h) to erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting lands to be conveyed to the public authority;
 - i) that all buffer blocks associated has been gratuitously conveyed into public ownership; and
 - j) to provide and install all LID measures identified in the engineering report(s) for the purchaser prior to occupancy to the satisfaction of the City and TRCA.
75. 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.

Ministry Of Culture

76. 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.
77. 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 76, 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

78. The City of Richmond Hill shall advise that Conditions 1-57 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

79. The Region of York Corporate Services Department shall advise that Conditions 58 to 64 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
80. The Toronto and Region Conservation Authority shall advise that Conditions 65 to 75 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
81. The Ministry of Culture shall advise that Conditions 76 and 77 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 draft Plan of Subdivision was given, pursuant to the *Planning Act*, R.S.O. 1990, the approval to this draft Plan of Subdivision shall lapse at the expiration of three (3) years after the date upon which approval to the draft 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.