

The Corporation of The City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)22-0010/SUB-22-0010

Elm 9700 Yonge LP

Part of Lots 11, 12, 13, 14 and 15, Registered Plan 1923

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. 21319- 10dp, dated February 23, 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) any existing buildings or structures on the lands as of the date of final approval, are situated so as to comply with applicable zoning by-laws after registration of the plan; and,
 - b) all lot frontages and lot areas within the plan conform to the applicable zoning by-law.
4. The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the City and the York Region Planning and Economic Development Branch, Corporate 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.

Infrastructure Planning and Development Engineering Division

5. The Owner shall agree 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.

6. The Owner(s) shall agree 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.
7. The Owner shall convey to the City all lands and/or easements required for municipal servicing of lands within or external to the plan to the satisfaction of the Commissioner of Infrastructure and Engineering Services. Such lands and/or easements shall be granted to the City in priority to all charges and encumbrances and shall be conveyed without monetary consideration.
8. Prior to final approval of the Plan, the owner shall enter into a servicing agreement, satisfactory to the City, pertaining to the provision of municipal services associated with the construction of Street A within and external to the plan. This agreement shall address, among other things, the conveyance of all municipal road allowance lands to the City without cost and free of encumbrances, credits under the *Development Charges Act*, or City contributions associated with the construction and design of Street A to the satisfaction of the City.
9. The Owner agrees that the alignment for the Street A road allowance shall be modified on the final plan to conform to the preferred alignment identified in the Addison Street Extension Municipal Class Environmental Assessment Study all to the satisfaction of the Commissioner of Infrastructure and Engineering Services.

Parks Planning and Natural Heritage Section

10. Prior to execution of a Site Plan Agreement for the subject lands, the Owner shall convey to the City, Block 3 for park and recreational purposes, subject to terms and conditions satisfactory to the City. The Owner shall convey these lands free and clear of all encumbrances and/or encroachments.
11. Prior to conveyance of Block 3, the Owner shall implement the recommendations of the Phase 1 ESA (prepared by PGL Environmental Consultants, dated May 10, 2021) including the undertaking of a Phase II ESA and/or a remedial plan if applicable, and 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.
12. The Owner shall not construct any permanent or temporary stormwater management facilities, store any construction related debris or materials (including topsoil), permit temporary or permanent emergency/construction access routes or install any services, within Block 3 without the approval of the City.

13. The Owner shall agree in the Site Plan Agreement to maintain Block 3 in a manner and condition acceptable to the City until such time as the City advises in writing that all obligations with respect to the site plan have been fulfilled and the City will take over maintenance. The Owner shall indemnify and save the municipality harmless with respect to any occurrence on or related to Block 3 during the period for which the owner is responsible for maintenance.
14. The Owner agrees that no trees, vegetation or environmentally significant features within the draft plan shall be removed or altered without the written consent of the City. 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.
15. 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 site plan agreement applicable to the subject lands to implement the recommendations of Natural Heritage Evaluation as finally approved by the City, to pay all costs associated with implementation, and to provide associated securities upon request to guarantee undertaking of the work. In the event that a site plan agreement is not executed within 3 years of draft plan approval, the Owner agrees to submit an update to the Natural Heritage Evaluation and to implement the recommendations of such update as approved by the City.
16. Prior to registration of the Plan, 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 in the site plan agreement applicable to the subject lands, 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.
17. The Owner shall agree in the Site Plan Agreement applicable to the subject lands to rough grade, service, topsoil and sod or seed the park lands (Block 3) to the satisfaction of the City.
18. The Owner shall agree in the Site Plan Agreement applicable to the subject lands to install permanent chain link fencing consistent with City standards where Block 3 abut non-municipal lands.
19. Prior to execution of the Site Plan 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) Entrance features;
 - d) Tree Cover replacement; and
 - e) Any other specific landscaping required.

The Owner shall agree in the Site Plan Agreement to implement the Landscape Plan 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.

Region of York

Regional Planning and Economic Development Branch, Corporate Services Department

The following clauses shall form part of the City's Subdivision Agreement or Regional Subdivision Agreement:

20. 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.
21. The owner shall advise all potential purchasers of the existing and future introduction of transit services. The owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
22. The owner shall agree that no development works of any kind shall be undertaken on Blocks 1 and 3 without appropriate Site Plan and/or Engineering approval from York Region
23. The owner shall agree to implement the recommendation of the Transportation Impact Study, including TDM measures and incentives as approved by the Region.

Schedule of Conditions to be Satisfied Prior to Final Approval

24. The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Richmond Hill:
 - a) a copy of the Council resolution confirming that the City of Richmond Hill has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof, and
 - b) a copy of an email confirmation by 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.
25. The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services Division and Infrastructure Asset Management record.

26. Upon registration, the owner shall convey the following lands to York Region for public highway purposes, free and clear of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
- a) any additional widenings that may be required to maintain a minimum 10 metre by 10 metre daylight triangle at the corner of May Avenue and Yonge Street;
 - b) any additional widenings that may be required to maintain a minimum 10 metre by 10 metre daylight triangle at the corner of Yongehurst Road and Yonge Street;
 - c) any additional widenings that may be required to maintain a minimum 5 metre by 5 metre daylight trapezoid at the access on Yonge Street, to be conveyed as a permanent easement.
27. The Owner shall provide a solicitor's certificate of title in a form satisfactory to the Regional Solicitor, at no cost to York Region with respect to the conveyance of lands to York Region.
28. 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.

29. The owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
30. For any applications (Site Plan or Zoning By-law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.

Ministry of Tourism Culture and Sport

31. 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 Tourism Culture and Sport.
32. 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 31, 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 Tourism Culture and Sport.

Clearance Conditions

33. The City of Richmond Hill shall advise that Conditions 1-19 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
34. The Regional Planning and Economic Development Branch, Corporate Services Department shall advise that Conditions 20-30 inclusive have been satisfied; the

clearance letter shall contain a brief statement detailing how each condition has been met.

35. The Ministry Tourism Culture and Sport shall advise that Conditions 31 and 32 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

NOTE: Where final approval for registration has not been given within three (3) years after the date upon which approval to the proposed Plan of Subdivision was given, The City of Richmond Hill may, in its discretion, and pursuant to the *Planning Act*, R.S.O. 1990, withdraw its approval to this proposed Plan of Subdivision, unless approval has been sooner withdrawn, but The City of Richmond Hill may from time to time extend the duration of the approval.