

The Corporation of The Town of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-12004

Ghasem Pahlavan Hashemi and Tahereh Jalali

Masoud Ziaian and Golita Seyed-Mohammadi

Part of Lots 5 and 6, Plan 163

Town of Richmond Hill

Town of Richmond Hill

Development Planning Division

1. Approval shall relate to a draft Plan of Subdivision prepared by Evans Planning Inc., revision number 1, dated January 16, 2017.
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 Town 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 Town 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 Town 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 Town through the Architectural Design Control process. Such architectural design plans shall be in accordance with Town 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 Town, to implement the sustainability components approved as part of the allocation of municipal services for the proposed development on the subject lands.

Development Engineering Division

Sanitary Drainage

6. The proposed sanitary sewer system will be connected to the existing Douglas Road 375mm diameter PVC sanitary sewer main flows to the west. The proposed street will have a 250mm PVC sanitary main conveying the future flow from the subdivision. A 250mm PVC sanitary sewer will run in the proposed 3.0m drainage and servicing easement between the residential properties at 193 and 197 Douglas Road.
7. The Owner's engineering consultant is to confirm that adequate sanitary sewage capacity exists within the existing system all the way to the outfall location in order to accommodate the proposed development. This confirmation will be obtained as part of the engineering review process.

Storm Drainage

8. The proposed storm sewer system will be connected to the existing Douglas Road 450mm concrete storm sewer main flows to the west. The proposed street will have 375mm and 450mm concrete storm sewer conveying the future flow from the subdivision. A 600 mm and 375mm storm sewer will run in the proposed 3.0m drainage and servicing easement between the residential properties at 193 and 197 Douglas Road.
9. The Owner's engineering consultant is to confirm that adequate 5 year storm sewage capacity exists within the existing system all the way to the existing 450mm concrete storm sewer on Douglas Road and also the 100 year flow route and capacity calculation in order to accommodate the proposed development. The 100 year flow for the site is conveyed through the pipes within the 3.0m drainage and servicing easement and subsequently to the existing Douglas Road 450mm diameter storm sewer.

Water Supply

10. The primary water supply is via existing 150mm Dia. PVC watermain along Sunset Beach Road. Proposed watermain from the future development site will be connected to the existing main on Sunset Beach Road.

Road Access

11. Road access is from Sunset Beach Road a local road.

Drainage

12. Drainage to be self contained and existing drainage on adjacent properties is to be maintained in order to ensure that no grading problems are created; existing grades around perimeter of site to be maintained; and, any existing ponding problems to be improved.
13. The road allowances and road widenings included within this draft Plan of Subdivision shall be dedicated as public highways to the Town without monetary consideration and free of all charges and encumbrances.
14. Any dead ends or open sides of road allowances created by this draft Plan of Subdivision shall be terminated in 0.3 meter reserves, to be conveyed to the Town without monetary consideration and free of all charges and encumbrances.
15. 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 Town in order to satisfy the financial, servicing and other requirements of the Town, 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 Town.

b) The Owner shall agree in the Subdivision Agreement to pay all processing fees in accordance with the Town'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 Town 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 Town-wide Development Charges will be required prior to the issuance of any building permit upon the subdivision lands.
16. 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 street lighting.
17. Such easements as may be required for utility, municipal servicing or drainage purposes, or grading alteration shall be granted to the Town or other appropriate authority in priority to all charges and encumbrances. Such easements to be conveyed to the Town, Region, the Province or the Toronto and Region Conservation Authority shall be conveyed without monetary consideration.
18. 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 Town, the Region, Her Majesty the Queen in the Right of the Province of Ontario or any other public authority, including, inter alia, land which is to

be dedicated to the Town the Region, Her Majesty the Queen in the Right of the Province of Ontario as public highways, the Owner shall obtain the approval of the Town 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 Town 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 Town that the aforesaid restrictions have been complied with prior to registration of the Subdivision Agreement.

19. 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.
20. 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 Town. 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.
21. Public highways shall be designed in accordance with the Town's standards for road and intersection design, temporary turning circles, day lighting triangles, and 0.3 meter reserves. For public highways designated as local roads, curb radii shall be designed to provide a 9.5 meter pavement width within the horizontal curve at all changes in horizontal alignment between 60 to 90 degrees.
22. The Owner shall agree in the Subdivision Agreement that construction access shall be provided only in a location approved by the Town and the Regional Transportation Department.
23. 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 Town.

24. 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 Town, all undeveloped lands within the plan.
25. 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 Town, unless otherwise approved by the Commissioner of Planning and Regulatory Services.
26. 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 Town for review and approval.
27. The Owner shall provide to the Town, engineering drawings for, and shall agree in the Subdivision Agreement to install, to the satisfaction of the Town, 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 Town. All lands to be conveyed to the Town for open space purposes and all easements shall be shown on the engineering drawings. The Owner shall obtain the approval of the Region and/or the Ministry of the Environment, by way of certificate of approval, for the installation of watermains, sanitary sewage works, and storm sewage works.

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

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

And further, the Owner shall agree in the Subdivision Agreement that the Owner shall save harmless the Town 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.

28. The Owner shall agree in the Subdivision Agreement that the sanitary and storm sewers shall be connected and drained to outlets approved by the Ministry of the Environment, the Region of York, the Town of Richmond Hill and where applicable, the Toronto and Region Conservation Authority.
29. 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 Town.

30. 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 Town have been made.
31. The Owner shall agree in the Subdivision Agreement that no building permits will be applied for or issued for any individual lot or block until the Owner has submitted an individual house siting and grading plan and obtained the approval of the Town 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.
32. 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.
33. 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 Town's Design Criteria and Design Standards and to provide individual lot grading plans for each lot on the plan prior to the issuance of 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 Town 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.
34. The Owner(s) shall agree in the Subdivision Agreement to provide the Town with digital copies of the draft and final Plan of Subdivision and all reference plans in accordance with the Town'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 Town Standards and shall include the database required to satisfy the Town's Infrastructure Management System.

35. Prior to final approval of the draft plan or any portion thereof, arrangements satisfactory to the Town shall be in place to provide for the following community services (at a time and with securities satisfactory to the Town and with the conveyance of the necessary lands or easements for the community services to the Town at a time satisfactory to it), which community services are in accordance with, or necessarily incidental to Functional Servicing Plan (FSP) for Study Area B, OPA 129 and the Functional Servicing Report (FSR) prepared by LGI Consulting Engineers Inc.
- a. Construction of one primary means of public road access from the roads within the draft plan to Sunset Beach Road, together with all appurtenant watermain(s), sanitary sewer(s) and storm drainage sewer(s) thereunder;
 - b. 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 Town) and construction of the piped water supply system to service the draft plan, all as outlined in the FSP and FSR;
 - c. 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 FSP and FSR;
 - d. Construction of the stormwater system to service the draft plan, as shown in the FSP and FSR, together with required outlet(s) to the existing watercourse(s) for stormwater management and municipal servicing purposes; and,
 - e. Conveyance of all lands external to the draft plan required for municipal servicing purposes, all as outlined in the FSP and FSR.
36. 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 Town, pertaining to the provision of the community services referenced in Condition 35, which said agreement(s) shall address, among other things, credits under the Development Charges Act to the satisfaction of the Town.
37. Prior to final approval of the Plan of Subdivision or any portion thereof, one or more by-laws enacted by the Town under the Development Charges Act providing for development charges for the community services referenced in Condition 36 and other community services, shall have come into force as provided for under that Act and any appeals to the said by-laws shall have been disposed of by the OMB.
38. 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 Planning and Regulatory 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;
- c. the stormwater management design, inspection, operation and maintenance procedures and associated costs;
- d. a water balance analysis for the groundwater system to compare pre and post development conditions, identify the annual water balance deficit and proposed measures to remediate any deficit; and,
- e. erosion and sediment control measures to be implemented before stripping and grading of the subject lands to protect downstream watercourses and environmental features.

Such report(s) shall utilize as guidelines the Ministry of the Environment Stormwater Management Planning and Design Manual, and the Town 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 Planning and Regulatory Services. The Owner shall agree in the Subdivision Agreement to implement the recommendations of the Stormwater Management Report.

Policy Planning Division – Parks Planning and Natural Heritage Section

- 39. 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 Town. 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 Town, the Owner shall restore the lands and/or provide compensation to the municipality as required by the Town.
- 40. Prior to any grading, development, pre-servicing or site alteration the Owner shall submit a Tree Inventory and Preservation Plan completed consistent with the Town's guidelines for the preparation of such reports and to the satisfaction of the Town. The Owner shall agree to implement the recommendations of Tree Inventory and Preservation Plan finally approved by the Town, 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.
- 41. Prior to execution of the Subdivision Agreement, the Owner shall prepare and submit for approval by the Town a Landscape Plan, which will provide for:
 - a. Landscaping of traffic islands and circles;
 - b. Boulevard/street trees;
 - c. Entrance features;
 - d. Any landscaping indicated in the applicants IGMS/Sustainability Metrics proposal;
 - e. Tree cover replacement; and,
 - f. Any other specific landscaping required

The Owner shall agree in the Subdivision Agreement to implement the Landscape Plans as finally approved by the Town, to pay all costs associated with implementation, and to provide associated securities as requested to guarantee undertaking of the work.

42. The Owner shall agree in the Subdivision Agreement that topsoil used throughout the Plan will be fertile and consistent with Town standards. Further, the Owner shall confirm that such is the case by submitting reports and soil test results as requested by the Town. If the results of the reports and soil tests indicate that the topsoil is not fertile and/or does not meet Town standards, reports must recommend how the topsoil should be amended to meet such requirements.
43. The Owner shall agree in the Subdivision Agreement to implement grading and servicing plans, which provide for consistency with the recommendations of the approved Tree Inventory and Preservation Plan.

Region of York

44. The road allowances included within this draft Plan of Subdivision shall be named to the satisfaction of the Town and York Region.
45. Prior to final approval, York Region shall confirm that adequate water supply and sewage servicing capacity are available and have been allocated by the Town of Richmond Hill for the development proposed within this draft Plan of Subdivision or any phase thereof. Registration of the Plan of Subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.
46. The Owner shall enter to an agreement with the Region wherein the Owner shall agree to save harmless the Town 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.
47. Prior to final approval, the engineering drawing showing the layout of the watermains and sewers shall be submitted to the Infrastructure Asset Management branch for review.
48. In the event that there is no means of servicing the proposed development through the Town of Richmond Hill's water or wastewater system, the Owner shall enter into an agreement with the Region that any direct connection (temporary or permanent) to a York Region water or wastewater system requires Regional approval prior to construction, and engineering drawings showing details of the connection shall be submitted to the Infrastructure Asset Management Branch for approval.
49. Prior to final approval, the Owner shall agree to provide a Transportation Demand Management (TDM) Plan. The TDM Plan shall address the following comments to the satisfaction of the Region. Comments include the following:
 - a. A communication strategy shall be provided to communicate and notify the Region and the Town of Richmond Hill to effectively deliver the Information Packages and pre-loaded Presto Cards to residents. This strategy shall also

include a physical location for distribution of the Information Packages and pre-loaded Presto Cards; and,

- b. A TDM recommendations checklist that summarizes the programs and measures, responsibility of the applicant, and the estimated costs for these recommendations.
50. Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
51. 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.

Ministry Of Culture

52. 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 Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.
53. 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 52, 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 Town of Richmond Hill and the Archaeology and Heritage Planning Unit of the Ministry of Culture.

Clearance Conditions

54. 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 55 to 57 inclusive; clearances will be required for each phase proposed for registration by the Owner; furthermore, the required clearances may relate to lands not located within the phase sought to be registered.
55. The Town of Richmond Hill shall advise that Conditions 1 to 43 inclusive and 54 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
56. The Regional Planning and Development Services Department shall advise that Conditions 44 to 51 inclusive and 54 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.

57. The Ministry Culture shall advise that Conditions 53, 53 and 54 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 Town 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 Town of Richmond Hill may from time to time extend the duration of the approval.

In accordance with Section 51(41) of the *Planning Act*, R.S.O. 1990, the decision to approve the draft Plan of Subdivision, subject to the above conditions, is deemed to have been made on _____.

Kelvin Kwan
Commissioner of Planning and Regulatory Services
The Town of Richmond Hill

Date: