

APPENDIX "C"

SRPI.22.069

The Corporation of the City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-20005

The Duncan Rd – 16th Avenue Group Inc.

Part of Lots 22, 23, 24, 63 and 64, Plan 3806

City of Richmond Hill

City of Richmond Hill

Development Planning Division

1. Approval shall relate to a draft Plan of Subdivision prepared by Donald Roberts Surveying Ltd., having Project No. 18-9414-3, dated August 5, 2020.
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, Her Majesty the Queen in the Right of the Province of Ontario or any other public authority, including, inter alia, land which is to be dedicated to the City, the Region, Her Majesty the Queen in the Right of the Province of Ontario as public highways, the Owner shall obtain the approval of the City of the location of any services permitted by such agreement and the wording of the agreement.

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

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

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.
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:

- 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.

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 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 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.
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 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 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 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 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 Report (FSR):
 - a) construction of one primary means public road access from the roads within the draft plan to Fern Avenue, 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 City) and construction of the piped water supply system to service the draft plan, all as outlined in the 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 FSR;
 - d) construction of the stormwater system to service the draft plan, including Storm Water Management (SWM) Facilities as shown in the 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 FSR.
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 Planning and Infrastructure 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 Functional Servicing Report (FSR); 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 Planning and Infrastructure.

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 FSR 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 Planning and Infrastructure.

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 Planning Infrastructure and the Development Engineering Division; 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. 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 noise guidelines.
33. The Owner shall agree in the Subdivision Agreement that the noise control features recommended by the study referred to in Condition 32, 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.
34. 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.

35. 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.

36. 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.

Policy Planning Division – Park and Natural Heritage Planning Section

37. 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 or external to 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.
38. 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.
39. 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.
40. 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) tree cover replacement; and,
 - c) 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.

41. 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.

Regional Municipality of York

Regional Planning and Development Services Department

Conditions to be Satisfied Prior to Final Approval

42. The Owner shall provide 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 the City of Richmond Hill staff stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
43. The Owner shall provide an electronic copy 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.
44. 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.
45. The Owner shall enter into an agreement with York Region, to satisfy all conditions, financial and otherwise, and state the date at which development charge rates are frozen, 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.

Conditions to be Included in the Subdivision Agreement

46. 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.

Bell Canada

47. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
48. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the

Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

Ministry of Heritage, Sport, Tourism and Culture Industries

49. 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 Heritage, Sport, Tourism and Culture Industries.
50. 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 49, 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 Heritage, Sport, Tourism and Culture Industries.

Clearance Conditions

51. The City of Richmond Hill shall advise that Conditions 1 to 41 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
52. The Regional Planning and Development Services Department shall advise that Conditions 42 to 46 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
53. Bell Canada shall advise that Conditions 47 and 48 have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
54. The Ministry of Heritage, Sport, Tourism and Culture Industries shall advise that Conditions 49 and 50 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.