

The Corporation of the City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File 19T(R)-18010

**2539144 Ontario Inc.**

**Part of Lot 13, Plan 4667**

**City of Richmond Hill**

**City of Richmond Hill**

**Development Planning Division**

1. Approval shall relate to a draft Plan of Subdivision prepared by Donald. E Roberts Ltd., having Project No. 16.8906-4, dated June 26, 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. 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 that all street names shall be identified to the satisfaction of the City prior to construction of any buildings.
5. The Owner shall submit a Letter of Undertaking that states 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. The Owner shall agree to build in accordance with the approved plans.

### **Development Engineering Division**

6. 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.
7. 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.
8. 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 Planning and Infrastructure. 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.

### **Policy Planning Division – Park and Natural Heritage Planning Section**

9. 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.
10. 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 recommendation of the 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.
11. 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 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.

12. The Owner shall agree in the Site Plan Agreement applicable to the subject land, to prepare and submit Landscape Plans which provide for the following items:
  - a) Boulevard/street trees;
  - b) Entrance features;
  - c) Tree cover replacement;
  - d) Any landscaping indicated as the applicant's IGMS/Sustainability Metrics proposal – landscaping and street tree planting/preservation; and,
  - e) Any other specific landscaping required.

The Owner shall agree in the Site Plan 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.

## **Regional Municipality of York**

### **Regional Planning and Development Services Department**

#### Conditions to be Satisfied Prior to Final Approval

13. 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.
14. 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.
15. The Owner shall contact Active and Sustainable Transportation to discuss Transportation Demand Management (TDM) options for the proposed development.
16. 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.

#### Conditions to be Included in the Regional Subdivision Agreement

17. 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.
18. 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. This includes current and potential transit routes, bus stops and shelter locations.

19. The Owner shall agree that no direct private access is permitted onto Gamble Road and that all accesses shall be provided via Colesbrook Road.
20. The Owner shall agree that no development works may be undertaken on Block 1 prior to the execution of the Site Plan Agreement between the Owner, City of Richmond Hill and York Region.
21. The Owner shall agree to convey a widening along the Gamble Road frontage of sufficient width to establish a right-of-way width of 21.5 metres measured from the centreline of construction of Gamble Road. The conveyance will be provided for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor, through the Site Plan approval process under Regional File No. SP.18.R.0239.

### **Ministry of Heritage, Sport, Tourism and Culture Industries**

22. 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.
23. The Owner shall agree that no development or grading shall occur on any site identified as being archaeologically significant by the assessment referred to in Condition 22, 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**

24. The City of Richmond Hill shall advise that Conditions 1 to 12 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
25. The Regional Planning and Development Services Department shall advise that Conditions 13 to 21 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
27. The Ministry of Heritage, Sport, Tourism and Culture Industries shall advise that Conditions 22 and 23 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.