

APPENDIX "C"
SRPBS.24.071

The Corporation of The City of Richmond Hill

Schedule of Conditions

Draft Plan of Subdivision

File D03-18014 (19T(R)-18014)

**Weldrick West Developments 20-26 Inc., Weldrick West Developments 24-28 Inc.,
and Weldrick West Developments 30 Inc.**

Lots 62, 63 and 64 and Part of Lots 1, 2, 3, 4 and 5, 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 J.D. Barnes Limited, having Reference No. 18-21-188-01, dated August 10, 2023.
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.

Development Engineering Division

5. The Owner(s) shall agree that maintenance of any retaining walls constructed within this draft Plan of Subdivision shall be the responsibility of the Owner(s), and of subsequent owner(s). 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(s) shall convey to the City all lands and/or easements required for municipal servicing of lands and municipal road allowances 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.

Policy Planning Division – Parks Planning and Natural Heritage Section

8. The Owner(s) 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(s) shall restore the lands and/or provide compensation to the municipality as required by the City.
9. The Owner(s) shall submit a Scoped Environmental Impact Statement to the satisfaction of the City. The Owner(s) shall agree in the Site Plan Agreement applicable to the subject lands to implement the recommendations of Scoped Environmental Impact Statement 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 three (3) years of draft plan approval, the Owner(s) agrees to submit an update to the Scoped Environmental Impact Statement and to implement the recommendations of such update as approved by the City.
10. Prior to any grading, development, pre-servicing or site alteration the Owner(s) 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(s) shall agree in the Site Plan Agreement 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.
11. Prior to execution of the Site Plan Agreement the Owner(s) 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 as recommended in the approved Scoped Environmental Impact Statement;
 - d) Landscaping indicated as per the Sustainability Metrics item 1.C.3;
 - e) Tree cover replacement; and,
 - f) Any other specific landscaping required.

12. The Owner(s) 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.
13. The Owner(s) shall agree in the Site Plan 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.

Region of York

Regional Planning and Development Services Department

Conditions to form part of the Region's Subdivision Agreement

14. The Owner(s) shall save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
15. The Owner(s) shall advise all potential purchasers of the existing and future introduction of transit services. The Owner(s)/consultant is to contact YRT Contact Centre (1-866-668-3978) for route maps and future plan maps.
16. The Owner(s) shall agree in wording satisfactory to Development Engineering, that Site Plan approval from the Region is required to be in place prior to commencement of any site alteration or construction works for the subject site.

Conditions to be Satisfied Prior to Final Approval

17. The Owner(s) 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 a City of Richmond Hill staff member that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
18. The Owner(s) shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to the Development Services and Infrastructure Asset Management for record.
19. The Owner(s) shall enter into a Development Charges Agreement with York Region to freeze/lock in the Development Charge rate at the time the draft plan of subdivision 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 Culture

20. 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.
21. 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 20, 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

22. The City of Richmond Hill shall advise that Conditions 1 to 13 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
23. The Regional Planning and Development Services Department shall advise that Conditions 14 to 19 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
24. The Ministry Culture shall advise that Conditions 20 and 21 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.