

Appendix B: Conditions of Draft Plan of Subdivision Approval

THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-23007 FIRST ELGIN DEVELOPMENTS INC. AND FIRST ELGIN NORTH LTD. ARE AS FOLLOWS:

1.0 General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by WSP identified as WSP Project No. 221-04207-00, dated March 6, 2025 subject to outstanding City comments being addressed. The draft plan may be further redlined revised, if necessary, in order to meet the City's requirements.
- 1.2 This draft approval shall apply for a maximum period of five (5) years from date of issuance by the City, and shall accordingly lapse on XXXX, XX, 2028 unless extended by the City upon application by the Owner.
- 1.3 The Owner acknowledges and understands that prior to final approval of this Plan of Subdivision, an amendment to the city's zoning by-laws to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.4 The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City of Markham.
- 1.5 Prior to the execution of a subdivision agreement, the Owner agrees to obtain required approvals from York Region and any other applicable public agencies to the satisfaction of the Director of Engineering.
- 1.6 Prior to the release for registration of any phase within this Draft Plan of Subdivision, the Owner shall prepare and submit to the satisfaction of the City of Markham, all technical reports, studies, and drawings, including but not limited to the MESP, transportation impact assessment studies, functional traffic designs, transportation demand management plans ("TDM"), stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, etc., to address all outstanding comments to the satisfaction of the Director of Engineering, to support the draft Plan of Subdivision. The Owner agrees to revise the draft Plan of Subdivision, as necessary, to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
- 1.7 The Owner agrees to design the watermain system to service the development will have a minimum of two independent water supply points to provide for adequate system redundancy and looping for domestic and fire protection purposes, to the satisfaction of the Director of Engineering.
- 1.8 The Owner shall agree in the subdivision agreement to design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermains, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to, the City of Markham.
- 1.9 The Owner agrees not to apply for any building permits until the City is satisfied that

adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development as required by the City's By-law 2005-104, as amended.

- 1.10 Prior to execution of the subdivision agreement the Owner shall agree in the Subdivision Agreement to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.
- 1.11 Prior to the construction of municipal infrastructure required to service any phase of development, the Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial security for each phase of the draft Plan of Subdivision as required by the City of Markham prior to the construction of municipal infrastructure required to service that phase of development.
- 1.12 The Owner shall agree in the Subdivision Agreement to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services external to the draft Plan of Subdivision and that are required to service the proposed subdivision phase to the satisfaction of the Director of Engineering and the City Solicitor (the "External Works").
- 1.13 The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, from the external landowners prior to commencing the External Works to the satisfaction of the Director of Engineering, Director of Operations and City Solicitor. The Owner shall further agree in the Subdivision Agreement to pay all costs associated with the construction of the External Works to the satisfaction of the Director of Engineering.
- 1.14 The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the Draft Plans of Subdivision including but not limited to, traffic studies, functional traffic design study, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, to the satisfaction of the City of Markham, and at no cost to the City.
- 1.15 The Owner agrees to revise the Draft Plan of Subdivision as necessary to incorporate the recommendations to implement or integrate any recommendations from the above studies and drawings after draft approval is granted.
- 1.16 The Owner shall agree in the subdivision agreement to revise this draft Plan of Subdivision as necessary to incorporate the recommendations of the Class EA Study after draft approval is granted. (Elgin Mills Road Class EA study and detail design, Elgin Mills Road Widening from Woodbine Avenue to McCowan Road)

2.0 Transportation Engineering - Roads

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the City and Regional Municipality of York ("Region").
- 2.2 The Owner shall covenant and agree to design and construct all municipal roads in accordance with City standards and specifications.

- 2.3 Prior to registration of any phase of the subdivision, the Owner agrees to provide a basic 36 metre right-of-way for Elgin Mills Road East. All property lines shall be referenced from a point 18 metres from the centerline of construction on Elgin Mills Road and any lands required for additional turn lanes at the intersections will be conveyed to the City for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Director of Engineering and the City Solicitor.
- 2.4 Prior to registration of any phase of the subdivision, the Owner agrees to acquire and convey to the City any lands external to the Draft Plan of Subdivision, as necessary, to complete the road infrastructure requirements as recommended in the accepted Transportation Impact Assessment Study.
- 2.5 Prior to registration of any phases that contains Major Sethi Drive, Street D and Street G, the Owner agrees to provide a demonstration plan for the School and Park Blocks 406 and 407 to further inform and/or provide recommendations for probable internal configuration and driveway locations to the satisfaction of the Director of Engineering.
- 2.6 Prior to registration of any phase of the subdivision, the Owner acknowledges and agrees that as part of the Transportation Impact Assessment Study, to identify locations where pedestrian crossovers are appropriate to support and maintain continuity of active transportation network to the satisfaction of the Director of Engineering. Furthermore, the Owner agrees to design and construct pedestrian crossovers, where required, to the satisfaction of the Director of Engineering. The pedestrian crossovers shall be constructed at the Owner's sole cost.
- 2.7 Prior to registration, the Owner agrees to commit to the implementation of Transportation Demand Management (TDM) Plan in accordance to the accepted recommendations and provisions as informed by the TIS, TDM & FTDS Addendum #1 to the satisfaction of the Director of Engineering. The Owner further acknowledges and agrees to provide a TDM Letter of Credit in the amount reflective of the TDM measures.
- 2.8 Prior to the registration of any phase of the subdivision, the Owner agrees to review and demonstrate that the residential driveways along the public laneways are operationally feasible, to the satisfaction of the Director of Engineering.
- 2.9 The Owner shall covenant and agree in the Subdivision Agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the City, to the satisfaction of the City of Markham. The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the Subdivision Agreement to the satisfaction of the City. The Owner further agrees that dead end streets without temporary turning circles shall be barricaded to the satisfaction of the Director of Engineering and, conditions respecting the maintenance of such streets by the Owner until acceptance and assumption by the City will be included in the subdivision agreement.
- 2.10 Temporary Turning Circle:
 - a) The Owner shall construct a temporary turning circle at the north end of Street C partially over Block 405, and Lot 14 (the "Turning Circle") and shall remove the Turning Circle and restore the lands as and when directed to do so by the Director of Engineering, all at its own expense, in accordance with the approved engineering drawings. The Owner shall provide security for these obligations in accordance with

Schedule “E”. The Owner shall provide a temporary easement to the City over the Turning Circle lands for the purposes of public access to the Turning Circle, as required and shown in Schedule “C” at no cost to the City, to the satisfaction of the City Solicitor and Director of Engineering. The temporary easement will be released upon extension of the road (by others) as set out in clause 8.16(3), to the satisfaction of the Director of Engineering.

- b) The Owner agrees that Lot 14 and Block 405 be placed under an “H” Holding Provision until such time that Street C north of the Draft Plan can be constructed to provide access to the above lot and block.

3.0 Development Engineering – Municipal Services

- 3.1 The Owner shall covenant and agree in the subdivision agreement to design and construct all municipal services in accordance with City standards and specifications.
- 3.2 Prior to the release for registration of the Draft Plan of Subdivision, the Owner shall demonstrate to the satisfaction of the City of Markham that two independent water supply points for adequate redundancy and looping for domestic and fire protection purposes will be provided.
- 3.3 The Owner covenants and agrees to address any potential phasing, water quality and redundancy issues of the water distribution system associated with this development to the satisfaction of the Director of Engineering at no cost to the City.
- 3.4 The Owner agrees not to apply for any building permits until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development as required by the City’s By-law 2005-104, as amended.
- 3.5 The Owner shall agree in the Subdivision Agreement to revise and/or update the accepted functional servicing and stormwater management reports, if directed by the City in the event that the Director of Engineering determines that field conditions are not suitable for implementation of the servicing and stormwater strategy recommended in the previously accepted functional servicing and stormwater management reports.
- 3.6 The Owner shall covenant and agree in the Subdivision Agreement that if the proposed sewers connect to existing downstream sewers that are not assumed by the City, to undertake and pay for a sewer video inspection program for the existing sewers to the satisfaction of the Director of Engineering. The Owner further agrees to do the sewer video inspection:
 - a) Prior to the connection being made;
 - b) Upon the removal of the temporary bulkhead or as directed by the Director of Engineering; and
 - c) Upon all roads, parking lots, driveways in the Owners Subdivision having been paved to the final grades, sidewalks, walkways, multi-use paths constructed, and boulevards sodded.

The Owner further agrees to provide securities for the video inspection and for flushing and

cleaning the existing downstream sewers to the satisfaction of the Director of Engineering

- 3.7 The Owner agrees in the Subdivision Agreement to not construct on Blocks 403, 404, 405 until the road fronting these Blocks are fully constructed to the satisfaction of the Director of Engineering.
- 3.8 The Owner agrees in the Subdivision Agreement to provide a separate municipal servicing block within Block 399 for the proposed storm sewers connecting from Block 416 to Block 410. The servicing block shall accommodate the proposed storm sewers, necessary clearances and grading, and a maintenance access road. The maintenance access road shall be adjacent to the storm sewer alignment. Detail cross sections shall be approved to the satisfaction of the Director of Engineering. The storm sewer and storm MHs shall be located within a flat area.
- 3.9 The Owner shall agree in the Subdivision Agreement to size Servicing Block 416 to accommodate the proposed storm sewers, necessary clearances and grading, and a maintenance access road. The maintenance access road shall be adjacent to the storm sewer alignment. Detail cross sections shall be approved to the satisfaction of the Director of Engineering. The storm sewer and storm MHs shall be located within a flat area.

4.0 Development Engineering - Lands to be Conveyed to the City / Easements

- 4.1 Upon registration of the plan of subdivision, the Owner shall grant required easements to the appropriate authority for public utilities, grading, drainage purposes or turning circles. The Owner shall also provide for any easements for works external to the draft Plan of Subdivision necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.
- 4.2 Upon registration of the plan of subdivision, the Owner shall convey all 0.3 m reserves free of all costs and encumbrances, to the satisfaction of the City.
- 4.3 Upon registration of the plan of subdivision, the Owner agrees to provide and convey a 0.3m reserve at the north limits of Street C, free of all costs and encumbrances, to the satisfaction of the City.
- 4.4 Upon registration of the plan of subdivision, the Owner shall convey Blocks 410 and 411 to the City, for stormwater management purposes, free of all costs and encumbrances, to the satisfaction of the City.
- 4.5 Upon registration of the plan of subdivision, the Owner shall convey Block 416 and Block 417 to the City, for servicing purposes, free of all cost and encumbrances, to the satisfaction of the City.
- 4.6 Upon registration of the plan of subdivision, the Owner shall convey the separate municipal servicing block within Block 399 to the City, for servicing purposes, free of all cost and encumbrances, to the satisfaction of the City.
- 4.7 Upon registration of the plan of subdivision, the Owner shall convey Block 418, and any additional lands required, for Elgin Mills Road widening, free of all cost and encumbrances, to the satisfaction of the City.

5.0 Development Engineering – Utilities

- 5.1 The Owner shall agree in the Subdivision Agreement that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City of Markham and authorized agencies.
- 5.2 The Owner shall agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including Powerstream, Enbridge, telecommunications companies, etc.
- 5.3 The Owner shall agree in the Subdivision Agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City of Markham in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.
- 5.4 The Owner shall agree in the Subdivision Agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 5.5 The Owner shall covenant and agree in the Subdivision Agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 5.6 The Owner acknowledges that standard community mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. The Owner agrees that should it propose an enhanced community mailbox installation, any costs over and above the standard installation must be borne by the Owner, and be subject to approval by the City in consultation with Canada Post.
- 5.7 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service 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.

6.0 Environmental Engineering - Environmental Clearance

- 6.1 The Owner shall agree in the Subdivision Agreement to retain a “Qualified Person” to prepare all necessary Environmental Site Assessments (ESA) and file Record(s) of Site Condition with the Provincial Environmental Site Registry for all lands to be conveyed to the City. The “Qualified Person” shall be defined as the person who meets the qualifications prescribed by the Environmental Protection Act and O. Reg. 153/04, as amended. The lands to be conveyed to the City shall be defined as any land or easement

to be conveyed to the City, in accordance with the City's Environmental Policy and Procedures for Conveyance of Land to the City.

- 6.2 Prior to the earlier of the execution of a Pre-servicing Agreement or a Subdivision Agreement, the Owner agrees to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and all applicable standards, for all lands to be conveyed to the City for peer review and concurrence.
- 6.3 Prior to the earlier of the execution of a Pre-servicing Agreement or Subdivision Agreement of a phase within the draft Plan of Subdivision, the Owner agrees to submit an Environmental Clearance and Reliance Letter from a Qualified Person to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the City of Markham. The Environmental Clearance and Reliance Letter will be completed in accordance with the City's standard and will be signed by a Qualified Person and a person authorized to bind the Owner's company. The City will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.
- 6.4 Prior to the conveyance of lands to the City, the Owner shall agree to provide to the City, a Letter of Acknowledgement of the Record of Site Condition from the Ministry of Environment, Conservation and Parks (MECP) for the lands to be conveyed to the City.
- 6.5 The Owner agrees that if, during construction of a phase within the draft Plan of Subdivision, contaminated soils or materials or groundwater are discovered, the Owner shall inform the City of Markham immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the City of Markham and the Ministry of the Environment, Conservation and Parks.
- 6.6 The Owner shall agree in the Subdivision Agreement to conduct all work in accordance with O. Reg. 406/19 and associated Rules document, as well as the items outlined in the City's "Policy and Procedures for Managing Excess Soils (January 2024)"
- 6.7 The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. The Owner shall further agree in the Subdivision Agreement to indemnify and save harmless the City, its directors, officers, Mayor, councilors, employees and agents from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the City of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on behalf of the City in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.

7.0 Storm Water Management

- 7.1 The Owner agrees to design in accordance with the City of Markham design criteria and stormwater management guidelines.

- 7.2 The Owner acknowledges and agrees in the Subdivision Agreement that if there are any future changes to the proposed SWM facility type and/or treatment options, the SWM block size will be subject to adjustment, where necessary.
- 7.3 The Owner shall covenant and agree in the Subdivision Agreement that if additional area for the SWM pond blocks is required to achieve the required storage volumes, the development land must be used and expansion into the greenway system will not be allowed.
- 7.4 The Owner agrees in the Subdivision Agreement to provide a Letter of confirmation from the Geotechnical Consultant to ensure slope stability at stormwater management pond BZ10 as BZ10 encroaches into the floodplain.
- 7.5 The Owner agrees in the Subdivision Agreement a revised floodplain assessment will be required should additional grading be proposed on the trails in detail design.
- 7.6 The Owner acknowledges and agrees in the Subdivision Agreement that if there are any future changes to the proposed SWM facility type and / or treatment options, the SWM block size will be subject to adjustment, where necessary.

8.0 Development Charge (DC) Credits

- 8.1 The City acknowledges and agrees that the portion of collector road right-of-way exceeding 23.50 m width in the draft plan of subdivision are eligible for City Wide Development Charge Credits and agrees to reimburse the Owner for their portion of the construction and property costs associated with roads identified as follows:
- George Peach Avenue (from the west limit of the Hydro lands to the intersection with the proposed Ari Spencer Boulevard)
 - Major Sethi Drive (from the south limit of subdivision adjacent to Elgin Mills Road to the intersection with the proposed Street D)

The Development Charge Credits and/or Reimbursement available to the Owner shall be the lesser of: (i) the Actual Capital Cost of the above works and (ii) the cost as set out in the most updated Development Charges Background Study. The credit and/or reimbursement shall be completed through a DC Credit/Reimbursement Agreement and be consistent with the City's Development Charges Credit and Reimbursement Policy. The Owner and the City acknowledge and agree that the cost to be credit/reimbursed, shall be based on the cost included in the most updated Development Charges Background Study, at the time of the DC credit / reimbursement request.

9.0 Streetlight Types – Municipal Engineering

- 9.1 The Owner shall agree in the Subdivision Agreement to contact the City of Markham prior to commencing the design for streetlighting to confirm the type(s) of poles and luminaires to be provided for different streets and/or lanes.

10.0 Phasing Plan – Development Engineering

- 10.1 Prior to registration of any phase in the subdivision, the Owner agrees that the City will require a phasing plan accepted by the City for the First Elgin/First Elgin North – Victoria

Glen Community area (the “Phasing Plan”). The Owner agrees to develop the lands in accordance with the Phasing Plan to the satisfaction of the Director of Engineering.

11.0 Downstream Sanitary Sewer Capacity Analysis and Upgrade:

- 11.1 The Owner acknowledges and agrees that the existing sanitary sewer on James Joyce Drive, south east of Elgin Mills Road and Victoria Square Boulevard, west of the Hydro Corridor (the “Downstream Sanitary Sewer”), has limited capacity to accommodate the additional sewage flows that will be generated by the Owner’s plan of subdivision.
- 11.2 The Owner acknowledges and agrees that the City will conduct long-term (minimum one year beyond 85% occupancy of the Victoria Glen community development, and including a significant storm event at the discretion of the Director of Engineering) flow monitoring and rain gauge monitoring at the expense of the Victoria Glen landowners. Data collected through this monitoring will be used to calibrate the sanitary sewer model, assess Inflow and Infiltration (I/I) levels under design storm events at the Owner’s expense.
- 11.3 The Owner shall covenant and agree in the Subdivision Agreement to adhere to York Region’s Inflow and Infiltration (I/I) Reduction Standard for the design and construction of public and private-side sanitary sewers and connections. The Owner shall covenant and agree to actively reduce I/I.
- 11.4 The Owner shall acknowledge and agree that further development in the area will not proceed if the monitored dry weather flow (DWF) and/or wet weather flow (WWF) exceed the City’s Design Criteria or the assumptions used in this analysis, as determined at the City’s discretion.
- 11.5 The Owner shall covenant and agree in the Subdivision Agreement to provide a Security for the downstream sanitary sewer upgrades required for the Victoria Glen community.
- 11.6 The Owner acknowledges and agrees that the City may, at its discretion, upon request from the Owner, permit the developers’ group, which the Owner is a member, to design and construct of the Downstream Sanitary Sewer. The Owner agrees that any developers’ group agreement relating to the construction of the said upgrades shall be to the satisfaction of the Director of Engineering and the City Solicitor, and that its costs to undertake such upgrades will be financially secured in the Owner’s subdivision agreement.

12.0 Downstream Sanitary Sewer Improvements (“External Works”):

- 12.1 The Owner agrees in the Subdivision Agreement to design and construct improvements to the Downstream Sanitary Sewer at no cost to the City, obtain written permission from all affected land owners to carry out such external works, and obtain all necessary permits from the City’s Environmental Services and Operations departments prior to the commencement of the work, if the design flow and flow monitoring undertaken above shows that the Downstream Sanitary Sewer does not have capacity to accommodate the additional sewage flow that will be generated by any phase or portion of a phase within the Owner’s Plan of Subdivision.

13.0 Hydro-Corridor Crossing (“External Works”):

- 13.1 The Owner shall agree within the Subdivision Agreement, at its sole cost and expense, arrange for the conveyance to the City of such lands and easements within the hydro

corridor required by the Director of Engineering for the 24.5m ROW connection to the existing George Peach Avenue in the existing Eaton Square subdivision through the hydro corridor at no cost and expense to the City, free and clear of encumbrances to the satisfaction of the City Solicitor. The Owner acknowledges and agrees that such lands are currently owned by HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF PUBLIC INFRASTRUCTURE RENEWAL (the "Province") and that the Owner shall make all arrangements with the Province and Hydro One for the said conveyance of lands and easements to the City at no cost to the City.

- 13.2 Prior to the registration of the subdivision, the Owner shall enter into a Funding Agreement with the City pursuant to which the Owner shall agree to indemnify the City for any claims relating to the City acquiring the said lands and easements and to pay any and all costs in connection with the conveyance of the said lands and easements to the City prior to the City entering into any agreement with the Province for the conveyance of the said lands and easements to the City.
- 13.3 The Owner further acknowledges and agrees that in the event that the Owner wishes to commence construction on such lands before such lands and easements are conveyed to the City, it shall be responsible for obtaining any required permission from the Province and/or Hydro One to access and construct on such lands at its sole cost and expense.
- 13.4 The Owner agrees within the Subdivision Agreement that the proposed crossing will ensure grading will match into the existing lands without drainage obstructions or conflicts with the existing Toronto Hydro infrastructure and associated buffers.
- 13.5 Prior to the execution of the Subdivision Agreement, or Pre-Servicing Agreement, or Construction Agreement, the Owner shall obtain permission from Hydro, in writing, to grade or to perform any Work within the Hydro corridor.

14.0 Site Access During Construction:

- 14.1 The Owner agrees within the Subdivision Agreement (or Construction Agreement or any other such agreement) that construction access and trades access to the proposed development shall be restricted to Eglin Mills. Access through the existing subdivision (Eaton Square subdivision) is not permitted.
- 14.2 The Owner agrees within the Subdivision Agreement (or Construction Agreement or any other such agreement) that Construction access and activities to the "external works" at the Hydro corridor crossing connecting to the existing George Peach Avenue is restricted to be from within the proposed development lands. Access through the existing subdivision (Eaton Square subdivision) is not permitted.
- 14.3 The Owner agrees within the Subdivision Agreement (or Construction Agreement or any other such agreement) that a barricade and signage shall be provided at the west end of the hydro corridor crossing to prevent site access through George Peach Avenue through Eaton Square subdivision.

15.0 Fire

- 15.1 Firebreak lots/blocks shall be designated within a subdivision plan agreement, to the satisfaction of the Fire Services.

- 15.2 The adequacy and reliability of water supplies, fire hydrant and fire department connection locations shall be subject to the review and approval of the Fire Services.
- 15.3 Fire hydrants for all developments shall be spaced at intervals not exceeding 90m. Fire hydrants shall be located at the beginning/end of each lane.
- 15.4 The Owner shall acknowledge and agree that building permits will not be issued for lands in any stage of development until the Director of Building Standards has been advised by the Fire Services that there is an adequate water supply for firefighting operations and two separate, remote and unobstructed accesses is available.
- 15.5 To ensure reliability of access for Fire Services vehicles under all conditions, two full moves and unobstructed means of street access, independent of one another shall be provided into the development. If less than two full moves accesses are provided, each dwelling within the development shall be fully equipped with an automatic sprinkler system, designed in accordance with NFPA 13.
- 15.6 The Owner shall acknowledge and agree in the Subdivision Agreement that the following access into the subdivision are to be completed:
 - FD Access #1 – Street A to the existing residential subdivision across the Hydro Corridor
 - FD Access #2 – Street B to Elgin Mills Road East
- 15.7 These two accesses shall remain unobstructed at all times during construction including afterhours, weekends and holidays. No gates, fencing or other types of obstructions are permitted. It shall be the owner's responsibility to secure the site by other means and shall be approved by the Fire Services.
- 15.8 A townhouse building shall not exceed a distance of 45m in length.
- 15.9 Lanes that service townhouse blocks with detached garages shall not exceed 90m.

16.0 Waste

- 16.1 The Owner acknowledges that all garbage, recyclables and organic materials shall be collected by the City once weekly in accordance with the City's collection schedule, as it may be amended from time to time. Effective January 1, 2026, in accordance with Ontario Regulation 391/21: BLUE BOX, collection of recyclables shall be the obligation of product producers. The Owner is responsible for contacting the Resource Productivity and Recovery Authority, requesting information regarding the organization responsible for providing the site with recycling collection, and establishing recycling collection services.
- 16.2 The Owner agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per dwelling unit, so that each resident may participate in the City's waste management program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials provided by the City are deposited in each dwelling unit on or before the date of closing or new occupancy, whichever occurs first.
- 16.3 The Owner shall ensure that upon dwelling occupancy, unobstructed roadway access, in accordance with the City's design requirements, will be provided for the safe passage

of municipal waste collection vehicles on the designated collection day.

- 16.4 The Owner acknowledges, that at times when the required access can not be provided, the Owner shall be responsible for moving all residential waste from the occupied dwellings to an alternate location, approved by the City Official, at the Owner's expense, for collection by the City.

16.0 Urban Design

Tree Assessment and Preservation Plan

- 16.1 The Owner shall submit for approval a Tree Assessment and Preservation Plan prior to the execution of each phase of Subdivision Agreements, to the satisfaction of the City's Director of Planning and Urban Design in accordance with the City Streetscape Manual dated 2009, as amended from time to time.
- 16.2 The Owner shall submit a site grading plan showing the trees to be preserved based on the Tree Assessment and Preservation Plan for approval, prior to the issuance of a Site Alteration Permit, Tree Removal Only Site Alteration Permit, or Pre-Servicing Agreement, to the satisfaction of the City's Director of Planning and Urban Design.
- 16.3 The Owner shall obtain written approval from the City's Director of Planning and Urban Design prior to the destruction or injury of trees within the area of the draft plan.
- 16.4 The Owner shall submit for approval from the City's Director of Planning and Urban Design, as part of the Tree Assessment and Preservation Plan, and in accordance with the City Streetscape Manual, a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
- a) Progressive Aggregate Caliper Method valuations for all trees 20 cm DBH or greater on private lands and for all trees of any size on Public Lands
 - b) Where a site does not allow for replacement tree planting, the City will require cash in lieu of tree replacements based on the Progressive Aggregate Caliper Method valuations of 13.4 a).
 - c) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.
 - d) Street trees, restoration planting, and SWM Pond planting shall not be counted towards tree compensation planting.
 - e) Tree compensation planting is not eligible for DC credit.

- 16.5 The Owner acknowledges and agrees to implement the tree compensation schedule on a phase-by-phase basis, including submitting an updated Tree Assessment and Preservation Plan and Landscape Plans for each phase of development.

Community Design

- 16.6 The Owner shall implement and incorporate all requirements of the approved Victoria Glen Community Design Plan into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 16.1 The Owner shall retain a design consultant to prepare Architectural Control Guidelines to be submitted to the City's Director of Planning and Urban Design for approval prior

to execution of the Subdivision Agreement.

- 16.7 The Architectural Control Guidelines shall include provisions requiring buildings to comply with the City's Bird Friendly Guidelines.
- 16.8 The Owner shall retain a design consultant to prepare Architectural Control Guidelines that incorporate age-friendly design elements to comply with the City's Age-Friendly Design Guidelines.
- 16.9 The Architectural Control Guidelines shall include provisions requiring a minimum of 5% of the low-rise product to be limited to having 2 risers or less (not including the door threshold) to the level of the porch. The architectural design and site grading shall be proposed to accommodate with these requirements.
- 16.10 The Owner shall retain a design consultant acceptable to the City's Director of Planning and Urban Design to implement the Architectural Control Guidelines.
- 16.11 Plans submitted for model home permits for any building within the Draft Plan of Subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved Architectural Control Guidelines.
- 16.12 The Owner shall ensure that the design architect for any buildings within this Draft Plan of Subdivision shall not also assume the role of control architect for this Draft Plan of Subdivision.
- 16.13 The Owner acknowledges and agrees to submit elevation drawings and floor plans for all townhouse blocks identified in the Architectural Control Guidelines, identifying all proposed utility metres and AC condenser unit locations, stamped by the Control Architect, to the satisfaction of the Senior Manager of Urban Design, prior to submission of application for any building permits.
- 16.14 The Owner acknowledges and agrees right-of-way design including intersection configurations shall be consistent with the latest approved North Markham Future Urban Area right-of-way cross sections. Any changes to right-of-way cross-section design shall be approved by the City.
- 16.15 The Owner acknowledges and agrees prior to the execution of Subdivision Agreement to provide a 2.0 m wide sidewalk on both sides of Street G, and a 3.0m wide multi-use path along the south side of Street D, and the minimum required boulevard space for street tree planting, as proposed on-road trail connection within the right of way, to the satisfaction of City's Director of Engineering and Planning and Urban Design.
- 16.16 The Owner acknowledges and agrees any changes to Stormwater Management Facilities that may affect proposed trail systems and active transportation connections, shall be approved by the City, prior to the execution of each phase of Subdivision Agreement.

Landscape Works

- 16.17 Prior to the release for registration of each phase within this Draft Plan of Subdivision and execution of Subdivision Agreement, the Owner shall submit landscape plans prepared by a qualified landscape architect based upon: the North Markham Urban

Design Guidelines, the approved Architectural Control Guidelines, the approved Victoria Glen Community Design Plan, and the Trail Master Plan, to the satisfaction of the City's Director of Planning and Urban Design, and including the following:

- a) For all public streets, streetscape plan and street tree planting in accordance with the City Streetscape Manual dated June 2009, as amended;
- a) A specialized depth of topsoil (300mm minimum) in the entire municipal boulevard for sod, and a specialized depth of planting soil (900mm minimum) in continuous planting trenches to appropriately plant boulevard trees in accordance with the City Streetscape Manual dated June 2009, as amended;
- b) For all corner lots provide privacy wood screen corner lot fencing, as required;
- c) Noise attenuation fencing as required;
- d) For all lots backing or flanking onto an Open Space Block, Greenway Block, or Stormwater Management Facility Block, a 1.5m high galvanized steel chain-link fence to be installed along the property boundary and entirely within public lands (footing and fencing).
- e) For areas where a galvanized steel chain link fence meets a privacy or acoustic fence, the galvanized steel chain link fence shall overlap the abutting privacy or acoustic fence by 0.5 m and provide a separate footing to deter entrance to an Open Space Block, Greenway Block, or SWM Facility Block and minimize conflicts with the privacy or acoustic fence foundation;
- f) For all lots flanking onto Mid-block Walkway Connection Blocks and Servicing Blocks, a 1.2 m high decorative metal fence (footing and fencing) shall be placed on the private property and be aligned with the privacy or acoustic fence. The building shall be setback at a minimum of 2.4 m from the property line (3.0 m is preferred);
- g) For all lots flanking onto a snow storage area or utility notch, a 1.2 m high decorative metal fence (footing and fencing) shall be placed on private property. The building shall be setback at a minimum of 2.4 m from the property line (3.0 m is preferred); same
- h) For all lots backing or flanking onto Park Blocks, a 1.5 m high black vinyl chain link fence (footing and fencing) shall be placed on private property and be aligned with privacy or acoustic fence;
- i) For all lots backing or flanking onto hydro corridors, a 1.5 m high black vinyl chain link fence (footing and fencing) shall be placed on the private property and be aligned with the privacy or acoustic fence;
- j) For all lots backing or flanking onto school blocks, a 1.8m high black vinyl chain link fence (footing and fencing) shall be placed on the school property and be aligned with the privacy or acoustic fence;
- k) For window street flanking onto hydro corridors, a 1.5 m high black vinyl chain link fence (footing and fencing) and/or retaining wall (footing and retaining wall) shall be placed on hydro one property;
- l) All retaining walls, masonry columns, etc. (footing and structures) shall be placed within private property unless otherwise approved by the Director of Operations and Engineering;
- m) For Stormwater Management Facility Block and Mid-block Walkway Connection Blocks provide landscaping;
- n) Any trail related-works, including but not limited to trails, trail amenities, and trailheads within Greenway Blocks, Open Space Blocks, Servicing Blocks, Walkway Blocks, and Stormwater Management Facility Blocks;
- o) The proposed townhouse blocks shall not exceed 45 meters in length, and a min. 3.0 m wide break shall be proposed between each townhouse block;

- p) For all lane-based townhouses, corner lots, and gateway lots as identified in the Architectural Control Guidelines, provide a front yard landscaping plan with low maintenance planting species in order to reduce need for front yard lawn mowing and achieve the minimum landscape coverage for each lot;
 - q) Any other landscaping as determined in the Community Design Plan, Architectural Control Guidelines and Tree Inventory and Compensation Schedule; and
 - r) For all yards adjacent to minor and major collector roads, provide front yard tree plantings in soil trenches, where possible.
 - s) For Open Space Blocks and Greenway Blocks, provide tree compensation planting, buffer planting, restoration planting, and the inclusion of habitat features.
- 16.18 The Owner shall construct all landscape works referred to in Condition 16.19 in accordance with the approved plans at no cost to the City. The construction of trail network, item 16.19 o) may be eligible for Development Charge credits at the discretion of the Director of Planning and Urban Design.
- 16.19 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 16.22.
- 16.20 The Owner shall include in all agreements of purchase and sale the following clause:
- “PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION WITHIN WHICH THIS LOT IS LOCATED, THE CITY HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:
- STREET TREES (TREES PLANTED IN THE CITY BOULEVARD OR IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS to meet 16.19 a).
 - FENCING AS REQUIRED BY THE CITY.
 - FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE CITY).
 - TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE CITY).
 - NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY.
 - FENCING OF SCHOOLS, PARKS, WALKWAYS, SERVICING, AND STORMWATER MANAGEMENT FACILITY BLOCKS.
 - BUFFER PLANTING AND LANDSCAPING FOR, WALKWAY AND STORMWATER MANAGEMENT FACILITY BLOCKS
 - SUBDIVISION ENTRY FEATURE AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.
 - FRONT YARD LANDSCAPING FOR CERTAIN LANE BASED TOWNHOUSE UNITS.

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOMEPURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE.”

Trail System

- 16.21 The Owner acknowledges and agrees to implement a trail system in Stormwater Management Facility Block as per the requirements of the Community Design Plan, to the satisfaction of the City’s Director of Planning and Urban Design and the City’s Director of Engineering. The trail system shall be implemented corresponding to the

time before the conveyance of Stormwater Management Facility Block containing sections of the associated landscape works, and the time of construction of landscape works, to the City's Director of Planning and Urban Design's satisfaction. The owner agrees that the trail system shall be implemented and constructed through an agreement between the owners of this Draft Plan of Subdivision, the other landowners within Berczy Glen Secondary Plan area, and the City.

- 16.22 The Owner acknowledges and agrees to implement all trail systems within each phase of Subdivision Agreement, prior to registration, as per the Community Design Plan, and Trail Master Plan, to the satisfaction of the City's Director of Planning and Urban Design and the City's Director of Engineering.

Financial

- 16.23 Prior to execution of the Subdivision Agreement, the Owner shall provide a Letter of Credit, in an amount to be determined by the City's Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, tree compensation, restoration planting, habitat features, fencing, streetscape, landscape works, , and other landscaping requirements applicable to the subject phase.

Parks and Open Space

- 16.24 The Owner covenants and agrees that the parkland dedication requirement for the Draft Plan of Subdivision is 1.683 hectares (the "Total Parkland Requirement"), calculated at a rate of 5% of Total Land Area in accordance with the Planning Act and calculated as follows:

$$33.66 \text{ hectare} \times 5\% = 1.683 \text{ hectares ('the Parkland Requirement')}$$

- 16.25 The Owner covenants and agrees to convey Park Block 406 inclusive to the City, free of all costs and encumbrances, to the satisfaction of the City's Director of Planning and Urban Design, upon registration of the first phase of the plan of subdivision.

| Block Number | Park Type | Area |
|--------------|--------------------|------|
| Block 406 | Neighbourhood Park | 2.0 |

- 16.26 The Owner acknowledge and agrees that the parkland dedication of 2.00 hectares through conveyance of Park Block 406 satisfies 'the Parkland Dedication Requirement' of 1.682 hectares. The over-dedication of 0.317 hectares will be reconciled through an agreement entered into between the Victoria Glen Landowners Group and the City, and calculated as follows:

Total Parkland Requirement – Parkland Provided = Draft Plan Subdivision Parkland Over-Dedication

$$2.0 \text{ hectares} - 1.683 \text{ hectares} = \mathbf{0.317 \text{ hectares}}$$

- 16.27 Prior to the release for registration of each phase within this Draft Plan of Subdivision, the Owner shall provide the City's Director of Planning and Urban Design with a letter

from the Victoria Glen Landowners Group Trustee indicating the total parkland dedication to date for this Draft Plan of Subdivision and the adjacent Draft Plan of Subdivisions, as of the date of the subject phase's Subdivision Agreement execution.

Base Park Development

- 16.28 The Owner shall provide and/or install the following in support of the base park construction for Block 406:
- a. 100 mm diameter water line be installed to service the Park Block 406. The water services will have a shutoff valve at the park property line with the service extending one metre into the park block and shall be plugged;
 - b. A 120/240 volt, single-phase, three-wire power supply to be made available to the Park Block 406. The provision of this power supply will consist of a 3-conductor #3/0 aluminum underground cable drop located inside of the park property, three metres from the street line and one metre from the adjacent property line. The cable supply will originate from the closest single-phase pad mounted transformer and will be left coiled and attached to a 2"x4" wood stake, visible above grade;
 - c. storm water catch basin/manhole at the low end of the Park Block 406 for each drainage area;
 - d. 200mm diameter sanitary line and terminating in a manhole at an elevation flush with surrounding adjacent grades at the low end of the Park Block 406;
 - e. rough grade using clean structural -fill to minus 300mm (+50mm tolerance) below finished grade from the approved engineered grading plans or 12" below (+2" tolerance) and certified by the Engineer, in accordance with City standards. Grade to be inspected and certified by the Engineer as engineered, structural, debris free, non-organic, compacted to 95% SPD and shall be accompanied by the Engineer's seal which has been signed and dated by them along with an electronic CAD drawing file containing as-built information which supports the certification of grades minus 300mm (+50mm tolerance) below engineered grading plans. Plans shall show spot elevations on a 10m x 10m grid, contours at 0.25m contour intervals, as well as perimeter grades which match approved grading plans. Should any issues arise during park construction with regards to the structural capacity of the sub-soil or presence of topsoil fill, debris, etc., and additional works are required to ensure that the Park can be built to City standards, the Owner shall, at the direction of the City's Director of Planning and Urban Design, undertake such as additional work as required;
 - f. upon the completion of rough grading and topsoiling of the Park Block 406, provide geotechnical report completed by a qualified professional confirming suitable parkland soil requirements, bearing capacity of subsoil, textural class, and chemical analysis identifying no contaminants with a bore hole log report including a minimum of four (4) boreholes per acre. Should the results of the existing sub soils not meet suitable park land soil requirements or should any issues arise during above base park construction by the City with regards to the structural capacity of the sub-soil or presence of topsoil fill, debris, etc., and additional works are required to ensure that the park can be built to City standards, the Owner shall, at the direction of the City's Director of Planning and Urban Design undertake such additional work as required to excavate and remove soils to an appropriate depths and supply and install suitable soils at the Owners expense;
 - g. prior to spreading topsoil, provide results of topsoil fertility testing, confirming that the topsoil to be installed in the Park meets the City's requirement for levels of nitrogen, phosphorus, potassium, micro nutrients and its textural class and organic content etc. The Owner agrees to amend topsoil according to the City's current specifications for 'Topsoil and Finish Grading', to the satisfaction of the Director of Planning and Urban Design;

- h. provide and install topsoil to a depth of 300 mm spread over the entire park including removal of all boulders and non-organic debris larger than 100mm from topsoil, and seed the park with a City approved seed mix to the satisfaction of the Director of Planning and Urban Design;
- i. install temporary fence around entire Park at the property line, complete with construction gate, in accordance with OPSD 971.101 and maintain the fencing until for the two-year maintenance period, or until final acceptance of the Park by the City;
- j. grade, topsoil and sod all adjacent boulevards and maintain turf debris free;
- k. protect all park monuments and re-monument monuments at the time of park construction or at Assumption of Subdivision, whichever occurs first;
- l. base parkland as-built survey (AutoCAD format) completed by an Ontario Land Surveyor that is to the satisfaction of Director of Planning and Urban Design;
- m. any other landscaping required by the approved Community Design Plan; and
- n. maintenance of the Park, including cutting the grass a minimum of six times per year, between the dates of May 1 and October 30th, for the two-year maintenance period and removal of all refuse, junk, stones, dumping, debris or other material deposited on the Park, at the expense of the Owner until final acceptance of the Park by the City, to the satisfaction of the Director of Planning and Urban Design.
- o. The Owner acknowledges and agrees that the foregoing park components set out in clauses 13.27a) to n) are not eligible for credit against development charges.

16.29 Stockpiles, shoring/staging works, or storage of construction equipment or materials, other than the materials, equipment, and stockpiles required for the base park work, are not permitted on lands conveyed or to be conveyed to the City for park purposes unless approved in writing by the Director of Planning and Urban Design.

17.0 Planning

- 17.1 Prior to final approval of the draft Plan of Subdivision or any phase thereof, the Owner shall enter into a Developers Group Agreement(s) to ensure the provision of community and common facilities such as school sites, municipal services, parks and public roads in the Victoria Glen Secondary Plan area, to the satisfaction of the City (Commissioner of Development Services and City Solicitor), and a certificate confirming completion of such agreement(s) shall be provided to the City by the Developers Group Trustee to the satisfaction of the City Solicitor.
- 17.2 That the Owner covenants and agrees to provide written clearance from the Trustee of the Victoria Glen Landowners Group, prior to registration of any phase of the draft Plan of Subdivision, to the satisfaction of the Director of Planning and Urban Design.
- 17.3 The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder, or their real estate agents:

Parks by type, including a Park Concept Plan and Streetscape Plans; stormwater management facility and related facilities; schools by type; place of worship sites; other institutional sites by type; commercial sites by type; other surrounding land uses and facilities as specified by the City; existing or future; arterial and collector roads, transit routes and stops; City approved sidewalk, walkway and bike route locations; City approved postal box and utility furniture locations or possible

locations if prior to approval; City lot grading standards.

All display plans shall be reviewed and approved at the sales office by City staff, prior to the displaying at the sales office.

- 17.4 The Owner shall covenant and agree in the Subdivision Agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
 - a) the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
 - b) the City's zoning by-law restricts the width of the driveway, this width does not allow two cars to park side by side; and,
 - c) overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City.
- 17.5 The Owner covenant and agrees in the Subdivision Agreement to implement the strategy and actions of the Community Energy Plan in support of the City's net zero emissions by 2050 objective, to the satisfaction of the Director of Sustainability and Asset Management and the Director of Planning and Urban Design.
- 17.6 The Owner covenants and agrees in the Subdivision Agreement to provide a minimum of seventeen (17) of the low-rise units with built-in secondary suites, to the satisfaction of the Director of Planning and Urban Design.
- 17.7 The Owner covenants and agrees in the Subdivision Agreement to offer their purchasers at the time of sale the following options to facilitate aging in place and improved accessibility:
 - a) Ramps where suitable
 - b) Primary bedroom on the main floor on select models
 - c) Elevators or the potential to accommodate a future elevator on select models
 - d) Secondary entrances to facilitate secondary suites
 - e) Double front entry doors for detached designs
 - f) Open floor plans where possible, with minimum hallway widths of 36 inches or greater
 - g) Pull down lever style door handles
 - h) Electrical outlets placed 18-24 inches from the floor level throughout the home, except over kitchen and bathroom counters
 - i) Main bathroom with wood reinforcing built into the walls of the bath tub and over the toilet for future installation of grab bars
 - j) A walk-in shower in all master bathrooms
 - k) Generous primary bedroom shower sizes that can accommodate shower seats
 - l) Generous main floor stair widths and appropriate railings to accommodate future chair lifts

18.0 Canada Post

- 18.1 The Owner/developer agrees to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
- 18.2 The Owner/developer will be responsible for notifying the purchaser of the exact

Community Mailbox locations prior to the closing of any unit sale.

- 18.3 The Owner/developer will consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plans.
- 18.4 The Owner/developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
 - a) An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on.
 - b) Any required walkway across the boulevard.
 - c) Any required curb depressions for wheelchair access.
- 18.5 The Owner/developer further agrees to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.
- 18.6 The Owner/developer further agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.

19.0 York Region

Conditions to be provided at a later date.

20.0 Ministry of the Environment Conservation and Parks (MECP)

- 20.1 The Owner shall agree in the subdivision agreement to satisfy any requirements with respect to the Provincial Endangered Species Act.

21.0 Heritage

- 21.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall undertake an archaeological assessment for any lands within the draft plan identified as possessing known archaeological resources or areas of archaeological potential (as defined in Section 4.6.1 of the Markham Official Plan, 2014) as per the requirements of the Ontario Heritage Act and any associated regulations. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to confirmation from Provincial officials indicating that all matters relating to archaeological resources have been addressed in accordance with licensing and resource conservation requirements.
- 21.2 The Owner shall covenant and agree in the Subdivision Agreement to implement any measures recommended by archaeological assessment, to the satisfaction of the Province.

22.0 York Region District School Board (YRDSB)

- 22.1 That prior to final approval, the owner shall have made Agreement satisfactory to

the York Region District School Board for the transfer of a public elementary school site. The school site, Block 407, shall contain not less than 2.43 hectares and be free and clear of all encumbrances including but not limited to natural features.

- 22.2 That the owner shall agree in the Subdivision Agreement in wording satisfactory to the York Region District School Board:
- a) to grade the school site and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board; to remove any buildings on the school site;
 - b) to remove trees, as required to accommodate school layout;
 - c) to provide a letter of credit pertaining to stockpiling and removal of topsoil, by taking the volume of topsoil to be stored upon the school site and multiplying such volume by 200% of the current market prices for waste material disposal, as set forth in the latest version of Hanscomb's Yardsticks for Costing, Cost Data for the Canadian Construction Industry, to the satisfaction of the York Region District School Board;
 - d) to remove stockpiled topsoil within 30 days of written notice by the Board and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
 - e) to construct a black vinyl coated chain link fence, Type II 1 ½ " mesh, 1.8 m high along all boundaries of the school blocks, including road frontage(s) at the discretion of the Board;
 - f) to construct the fences prior to the issuance of building permits for Phase 1 of the subdivision;
 - g) to erect and maintain a sign on the public school site at such time as the relevant access roads are constructed, indicating that the date has not been set for the construction of the school;
 - h) to provide a geotechnical investigation and Phase 1 and Phase 2 environmental site assessment conducted by a qualified engineer. For an elementary school site a minimum of eight boreholes shall be required and for a secondary school site a minimum of sixteen boreholes shall be required
 - i) to provide the foregoing at no cost to the board.
 - j) To assume any upstream and downstream charges for hydro, natural gas, sanitary and storm drainage, and water supply.
- 22.3 That the owner shall submit to the York Region District School Board, at no cost to the Board, a letter from a qualified consultant concerning:
- a) the suitability of the school site for school construction purposes, relating to soil bearing factors, surface drainage, topography and environmental contaminants;
 - b) the availability of natural gas, electrical, cable, water, storm sewer and sanitary sewer services.
- 22.4 That the owner shall agree in the Subdivision Agreement, in wording acceptable to the York Region District School Board that the services referred to in Condition 19.4 b) shall be installed to the mid-point of the frontage of the elementary school site and positioned as designated by the Board, at no cost to the Board.
- 22.5 That prior to final approval, the owner shall submit to the School Board an initial set

of engineering plans for review and approval, and subsequently, a copy of the final engineering plans as approved by the *City of Markham* which indicate the storm drainage system, utilities, and the overall grading plans for the complete subdivision area.

- 22.6 That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that adequate electrical capacity will be supplied to the school site frontage by the developer at no cost to the Board.
- 22.7 That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that they are satisfied that payment for any upstream and downstream charges will be made by the original developer.
- 22.8 That the subdivision agreement includes warning clauses advising the *City of Markham*, property owners and purchasers of lots within the draft plan that unless the provincial funding model provides sufficient funds to construct new schools, there can be no assurance as to the timing of new school construction nor a guarantee that public school accommodation will be provided within the subject plan notwithstanding the designation of the school site.

23.0 Rogers

- 23.1 The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Communications Service Providers facilities within the Subdivision, and (b) provide joint trenches for such purpose.
- 23.2 The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
- 23.3 The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
- 23.4 The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

24.0 Natural Heritage

- 24.1 The Owner covenants and agrees to convey Open Space and Greenway blocks to the City of Markham in a physical condition to the satisfaction of the City.
- 24.2 The Owner covenants and agrees to implement the recommendations of the Environmental Impact Study in the preparation of detailed design drawings and for construction monitoring.
- 24.3 That prior to final approval of the draft plan, the Owner shall prepare a Natural

Heritage Restoration Plan for Greenway and Open Space lands. The Natural Heritage Restoration Plan shall include detailed landscape plans prepared to the satisfaction of the Director of Planning and Urban Design. It shall address:

- a. Fencing and dense vegetative plantings where the Greenway System abuts residential lands;
 - b. Dense vegetative plantings for all disturbed/graded Greenway and Open Space lands;
 - c. Seeding and/or plantings for Greenway lands previously under agricultural production;
 - d. Design of systems to provide sufficient clean water to sustain the re-created wetland hydrology;
 - e. Design, alignment and construction of the Greenway trails;
 - f. Removal of garbage and debris within the Greenway and Open Space lands;
- 24.4 The Owner covenants and agrees to provide a Letter of Credit in the subdivision agreement to secure the ecological restoration and trail construction works identified in the approved landscape plans;
- 24.5 The Owner covenants and agrees to retain a qualified ecologist to prepare and implement a Monitoring and Adaptive Management Plan and to provide annual reports to the City of Markham and the TRCA. A Letter of Credit shall be provided to the City to secure these monitoring works.
- 24.6 The Owner covenants and agrees to include warning clauses in all agreements of purchase and sale for any lot abutting a Greenway, Stormwater Pond or Open Space block providing notice that:
- a. Lands adjacent to this property have been conveyed to the City of Markham for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste, and removal of grass and vegetation are not permitted on city-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails may be constructed within the valley system which may result in pedestrian traffic and noise.
- 24.7 The Owner covenants and agrees to prepare and distribute a natural heritage stewardship guide to all purchasers abutting a Greenway, SWM Pond or Open Space block.

25.0 TRCA

Conditions to be provided at a later date.

26.0 Hydro One

- 26.1 Any proposed secondary land use on the transmission corridor is processed through the Provincial Secondary Land Use Program (PSLUP). The developer must contact Johnny Bi, Real Estate Coordinator at johnny.bi@hydroone.com to discuss all aspects of the subdivision design, ensure all of HONI's technical requirements are met to its satisfaction, and acquire the applicable agreements.

- 26.22. Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.
- 26.3 Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.
- 26.44. At the developer's expense, temporary fencing must be placed along the transmission corridor prior to construction, and permanent fencing must be erected along the common property line after construction is completed.
- 26.55. The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer. The developer will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.
- 26.66. This letter and the conditions contained therein should in no way be construed as permission for or an endorsement of proposed location(s) for any road crossing(s) contemplated for the proposed development. This permission may be specifically granted by OILC under separate agreement(s). Proposals for any secondary land use including road crossings on the transmission corridor are processed through PSLUP. HONI, as OILC's service provider, will review detailed engineering plans for such proposals separately, in order to obtain final approval.
- 26.7 Should approval for a road crossing be granted, the developer shall then make arrangements satisfactory to OILC and HONI for the dedication and transfer of the proposed road allowance directly to the City of Markham .

27.0 External Clearance Letters

- a) Canada Post shall advise that conditions 15.1 to 15.6 have been satisfied.
- b) The Ministry of the Environment, Conservation and Parks shall advise that condition 17.0 has been satisfied.
- c) The Regional Municipality of York Planning Department shall advise that condition 16.0 have been satisfied.
- d) The Toronto and Region Conservation Authority shall advise that condition 22.0 has been satisfied.
- e) The York Region District School Board shall advise that conditions 19.1 to 19.9 have been satisfied.
- f) Hydro One shall advise that conditions 23.1 to 23.7 have been satisfied.
- g) Rogers shall advise that conditions 20.1 to 20.4 have been satisfied.