

## Appendix A: Conditions of Draft Plan of Subdivision Approval

### THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM (THE "CITY") TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-21011 [1000707996 ONTARIO INC.] (THE "OWNER") ARE AS FOLLOWS:

#### 1 General

- 1.1 Approval shall relate to a Draft Plan of Subdivision prepared by J.D. Barnes Limited, identified as Project Number 24-15-076-02, dated January 21, 2025 (the "Draft Plan"), 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 Plan Approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on **May 13, 2028** unless extended by the City, upon application by the Owner, prior to the lapsing of Draft Plan Approval.
- 1.3 The Owner shall enter into a Subdivision Agreement with the City agreeing to satisfy all terms and conditions of the City and public agencies, financial and otherwise, prior to final approval.
- 1.4 Prior to the earlier of the execution of a pre-servicing or Subdivision Agreement 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, traffic studies, functional traffic designs, stormwater management reports, functional servicing reports, design briefs, photometric studies, detailed design drawings, noise studies, etc., 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.
- 1.5 The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the Draft Plan of Subdivision including but not limited to, traffic studies, functional traffic design studies, stormwater management reports, functional servicing reports, design briefs, photometric studies, detailed design drawings, noise studies, etc., to the satisfaction of the City of Markham, and at no cost to the City.
- 1.6 The Owner agrees to revise the Draft Plan of Subdivision or the adjacent Draft Plan of Subdivision as necessary to incorporate the recommendations to implement or integrate any recommendations from the above studies, and drawings.
- 1.7 The Owner shall 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.

- 1.8 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.
- 1.9 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.
- 1.10 The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any other agreement deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the Draft Plan of Subdivision (or Site Plan) and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.11 Prior to the registration of the Plan of Subdivision:
  - a) The Owner shall enter into binding agreement(s) of purchase and sale with the City or its nominee for the conveyance to the City or its nominee of six (6) residential units, being located in the three (3) duplex townhomes located on Block 12 in the northeast corner of Site Plan A101 dated March 27, 2025 and designated as units 111, 112 and 113 (the "Units") on the Draft Plan of Condominium dated January 21, 2025, for nominal consideration, free and clear of costs and encumbrances, in a form and content satisfactory to the City Solicitor and the Director of Planning and Urban Design. The size of the Units shall be approximately 1500 square feet for each duplex townhouse, and acceptable to the City's Director of Planning and Urban Design. The agreement(s) of purchase and sale shall be in substantially the same form as the standard form agreement of purchase and sale used by the Owner for the sale of other townhome units located in Blocks 12, 13 and 14, save and except for the purchase price and other changes acceptable to the City Solicitor and the Director of Planning and Urban Design. The closing date for the conveyance of the Units to the City shall be on the first business day that is 60 days following the registration of the condominium plan over Block 12, or such other date acceptable to the City Solicitor;
  - b) The Owner shall have satisfied all requirements in the Condominium Act to enter into the said binding agreement(s) of purchase and sale with the City or its nominee for the conveyance of the Units to the City or its Nominee, including, but not limited to, registration with Tarion, delivery of a draft condominium Description describing the Units, detailed disclosure statements containing the mandated documents under the Condominium Act;
  - c) The Owner shall provide the City with security, satisfactory to the City Solicitor, to guarantee the completion of the conveyance of the Units to the

City.

## **2 Roads – Transportation Engineering/Development Engineering**

- 2.1 The Owner shall acknowledge and agree that Block 3 on the Draft Plan constitutes the north half of a turning circle on a future municipal road (the “North Portion”), and that the south half of the turning circle on the said future municipal road is within the lands to the south (the “South Portion”) and that east-west portion of the said future municipal road is within the right-of-way of McCowan Road (the “East-West Portion”). The “North Portion”, “South Portion” and “East-West Portion” together forms the said future municipal road (formerly known as Street B). The Owner shall agree in the Subdivision Agreement to coordinate with the landowner of the south (the “South Lands”) to prepare all the documents and convey to the City, free of costs and encumbrances all lands required for the “South Portion” of the future municipal road (formerly known as Street B), to the satisfaction of the Director of Engineering or their designate.
- 2.2 The Owner shall provide a draft R-plan to describe the “East-West Portion” of the future municipal road (formerly known as Street B), to the satisfaction of the Regional Municipality of York and the Director of Engineering.
- 2.3 The Owner shall coordinate with the City and the Region to prepare all the documents and convey to the City, free of costs and encumbrances, the “East-West Portion” of the future municipal road (formerly known as Street B) to the City, to the satisfaction of the Region and the Director of Engineering or their designate.
- 2.4 The Owner shall coordinate with the landowner of the South Lands to design the future municipal road (formerly known as Street B), including the South Portion, to the satisfaction of the Director of Engineering or their designate.
- 2.5 The Owner shall provide a copy of the private cost sharing agreement for the future municipal road (formerly known as Street B) and its intersection at McCowan Road including traffic control signals, to the satisfaction of the Director of Engineering or their designate.
- 2.6 The Owner shall agree in the Subdivision Agreement to coordinate with the landowner of the South Lands to holistically construct the future municipal road (formerly known as Street B) to the satisfaction of the Director of Engineering or their designate.
- 2.7 The Owner shall covenant and agree to coordinate with the landowners to the west to design and construct a secondary emergency access onto Dunnet Street in accordance with City’s requirements and specifications to the satisfaction of Direct of Engineering and Fire Chief.

### 3 Municipal Services – Development Engineering

- 3.1 The Owner shall covenant and agree 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 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.
- 3.4 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 management strategies recommended in the previously accepted functional servicing and stormwater management reports.
- 3.5 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.

- 3.6 The Owner acknowledges that the existing downstream municipal sanitary system along Edgcombe Court and Canning Court will require to be upgraded and reconstructed to accommodate the development (the "Sanitary Upgrades and Reconstruction"). As such, the Owner acknowledges and agrees to the following provisions:

- i. The Owner shall prepare and submit a sanitary capacity analysis to determine what downstream upgrades are required to provide to service the development of the lands without causing adverse impacts in the sanitary sewer system;
  - ii. The Owner shall identify the recommendations and the necessary works to mitigate any impacts identified in the sanitary capacity analysis;
  - iii. The Owner shall agree in the Subdivision Agreement to design, construct and secure the provision of, sanitary service infrastructure improvements identified by the above-noted sanitary capacity analysis;
  - iv. The Owner shall provide a construction plan detailing means and methods of construction to fully assess the cost required for securities; and
  - v. The Owner shall provide adequate sewer by-pass solutions which may require the construction of temporary sewers to maintain the services to the existing lots on Edgcombe Court and Canning Court during the reconstruction of the new sewers.
- 3.7 The Owner acknowledges that the existing watermain upstream will require to be upgraded to accommodate the proposed development (the "Watermain Upgrades and Reconstruction"). As such, the Owner acknowledges and agrees to the following provisions:
  - i. The Owner shall prepare and submit a Watermain Analysis to determine the portion of the watermain upstream that will need to be upgraded in order to service the proposed development, to the satisfaction of the Director of Engineering;
  - ii. If the Watermain Analysis mentioned above recommends any watermain upgrades necessary to accommodate the proposed development of the Subject Land, the Owner agrees to execute a Subdivision Agreement or equivalent with the City, at no cost to the City, and provide financial securities, submit detailed engineering drawings, pay required fees in accordance with the latest Fee By-law, provide insurance, etc. as required, to the satisfaction of the Director of Engineering.
  - iii. The Owner shall provide a construction plan to maintain water services to the existing upstream lots during the watermain upgrades.
- 3.8 Prior to registration of the Draft Plan of Subdivision, the Owner shall provide a copy of private cost sharing agreement for Sanitary Upgrades and Reconstruction along Edgcombe Court and Canning Court, to the satisfaction of the Director of Engineering.

#### **4 Lands to be Conveyed to the City/Easements – Development Engineering**

- 4.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the Plan of Subdivision. The owner shall also provide for any easements and works external to the Draft Plan of Subdivision necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.

#### **5 Utilities – Development Engineering**

- 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 Alectra Utilities, 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 Environmental Clearance – Environmental Engineering**

- 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 (2024).
- 6.2 Prior to the earlier of the execution of a Pre-Servicing Agreement or 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 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 the 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 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.
- 6.5 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.

- 6.6 Prior to the conveyance 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.

## **7 Groundwater Dewatering – Environmental Engineering**

- 7.1 If temporary discharge into City's sewers is required, the Owner agrees to submit a dewatering application, which includes the location(s) of discharge, the expected dewatering discharge rate and discharge quality. The Owner agrees to pay all applicable fees to the City for review and approval. A water treatment plan shall be included with the application to address any exceedances (TSS and manganese, etc.), and to ensure compliance with City's By-law 2014-71 discharge criteria. A permit for temporary discharge into the City's sewer will be issued by the City once the application is prepared to the satisfaction of the City.

## **8 Streetlight Types – Municipal Engineering**

- 8.1 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.

## **9 Services within Regional Road – Development Engineering**

- 9.1 The Owner acknowledges that the proposed storm sewers on McCowan Road right-of-way is subject to the approval of the Region of York (the "Region Works"). Prior to execution of the Pre-Servicing agreement or Subdivision Agreement, whichever is earlier, the Owner shall obtain approval from the Region for works within the Region right-of-way. In the event, York Region does not permit the installation of the Region Works within McCowan Road right-of-way, the Owner shall revise the Draft Plan if required to provide alternate locations for the Region Works including providing servicing blocks if required to the City, to the satisfaction of the Director of Engineering.

## **10 Recoveries – Development Engineering**

- 10.1 Upon execution of the Subdivision Agreement, the Owner shall provide the Director of Engineering with a letter of release from the trustees from H&R Developments, Moeller/Polsinelli and Sacucci (the "upfronting developer") in a

form satisfactory to the City Solicitor confirming that the Owner has satisfied all of its obligations to the Upfronting Developer required recoveries for Kennedy Road Sanitary Trunk Construction and 14<sup>th</sup> Avenue Reconstruction Works.

## **11 Development Charges**

- 11.1 The Owner covenants and agrees to pay all applicable Area Specific and City-Wide Development Charges, as required by, and at the time they become due under, the applicable Development Charge By-laws, as they may be amended or re-enacted from time to time.
- 11.2 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.

## **12 Fire Department**

- 12.1 Fire access routes shall be designed and constructed to support expected load imposed by firefighting equipment and be surfaced with concrete or asphalt. The fire access route shall be unobstructed at all times. Engineered fire route systems, breakaway/removable bollards, speed bumps, landscaping, etc. are not permitted within any portion of the designated route.
- 12.2 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 2 accesses are provided, all dwellings within the development shall be fully equipped with an automatic sprinkler system, designed in accordance with NFPA 13.
- 12.3 Firebreak blocks shall be designated within a Subdivision or Site Plan Agreement to the satisfaction of the Fire Services.
- 12.4 The adequacy and reliability of water supplies shall be subject to the review and approval of the Fire Services.
- 12.5 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 Services 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.
- 12.6 Fire Hydrants shall be spaced at intervals not exceeding 90 metres.
- 12.7 Breaks between condominium townhouse blocks shall not be less than 3 metres.
- 12.8 Municipal address numbering shall be designated from the main street access and not from the laneway. However, where access is from a rear laneway, the municipal address numbering shall be posted on both front and rear faces of each dwelling unit.

### **13 Tree Preservation**

- 13.1 The Owner shall submit for approval a Tree Inventory and Preservation Plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.
- 13.2 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Inventory and Preservation Plan, and Arborist Report prior to the issuance of a Topsoil Stripping Permit, Site Alteration Permit, or Pre-Servicing Agreement to the satisfaction of the Director of Planning and Urban Design.
- 13.3 The Owner shall obtain written approval from the Director of Planning and Urban Design prior to the removal of any trees or destruction or injury to any part of a tree within the area of the Draft Plan.
- 13.4 The Owner shall submit for approval, as part of the Tree Inventory and Preservation Plan, in accordance with the City of Markham Streetscape Manual, a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
  - a) Compensation should be based on Progressive Aggregate Caliper Method calculations in accordance with the City's Tree Preservation By-law 2023-164.
  - b) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

### **14 Community Design**

- 14.1 The Owner shall implement and incorporate all requirements of the approved drawings and plans, and any other required design documents as applicable.

### **15 Landscape Works (Streetscape Works)**

- 15.1 Prior to execution of the Subdivision Agreement, the Owner shall submit landscape plans based on the approved design plans for all landscape/streetscape works, to the satisfaction of the Director of Planning and Urban Design, as follows:
  - a) Street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009;
  - b) Provide 1.8 m high privacy wood screen fencing as required;
  - c) Provide noise attenuation fencing as required;

- d) Provide 1.5 m high black vinyl chain link fence on the property line installed prior to occupancy for all lots backing or flanking onto an Open Space Block, Greenway, Park Block, School Block or SWM Block, as determined appropriate by the Director of Planning and Urban Design;
  - e) Provide landscaping for all open space, stormwater and walkway blocks;
  - f) Restoration works identified in the Natural Heritage Restoration Plan; and,
  - g) Any other landscaping as determined by the Community Design Plan, Architectural Control Guidelines, Environmental Master Drainage Plan, and the Tree Inventory and Compensation Schedule.
- 15.2 The Owner shall covenant and agree in the Subdivision Agreement to provide a minimum 300mm depth of Topsoil in the entire municipal boulevard for Sod, and provide a minimum 900mm depth planting soil for a continuous planting trench to appropriately plant boulevard trees. The Owner shall provide and submit a soil report demonstrating compliance with the City's Streetscape Manual to the satisfaction of the City's Director of Planning and Urban Design.
- 15.3 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.
- 15.4 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 15.1.
- 15.5 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 OF MARKHAM 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 4.1a);
  - CORNER LOT FENCING;
  - REAR LOT LINE 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 SCHOOL, PARK, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS;
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES; AND
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.

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

## 16 Financial

- 16.1 Prior to execution of the Subdivision Agreement the Owner shall provide a letter of credit, in an amount to be determined by the Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.

## 17 Park and Open Space

- 17.1 The Owner covenants and agrees that the parkland dedication requirement for the Draft Plan of Subdivision is 0.217 hectares (the “Total Parkland Requirement”), calculated at a rate of 1 hectare per 600 units in accordance with the Planning Act and calculated as follows:

$(1 \text{ hectare} / 600 \text{ units}) \times 130 \text{ units} = 0.217 \text{ hectares}$  (‘the Parkland Requirement’)

- 17.2 The Owner covenants and agrees to convey Park Block 2 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 which will satisfy ‘the Parkland Requirement’.

Block Number	Park Type	Area (Hectares)
Block 2	Neighbourhood Park	0.217

## 18 Base Park Development

- 18.1 The Owner shall provide and/or install the following in support of the base park construction for Park Block 2:

- a) Storm water catch basin/manhole CB-3, CB-4, CBMH (3) and CBMH (4) at the low end of the Park Block 2 for each drainage area;
- b) 200 mm 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;
- c) 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;
- d) Upon the completion of rough grading and topsoiling of the Park Block 2, 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;
- e) 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;

- f) 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;
- g) 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;
- h) Grade, topsoil and sod all adjacent boulevards and maintain turf debris free;
- i) Protect all park monuments and re-monument monuments at the time of park construction or at Assumption of Subdivision, whichever occurs first;
- j) 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;
- k) Any other landscaping required by the approved Community Design Plan; and,
- l) 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.
- m) The Owner acknowledges and agrees that the foregoing park components set out in clauses 18.1 a) to l) are not eligible for credit against development charges

18.2 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.

## **19 Other City Requirements**

19.1 The Owner covenants and agrees 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 and overnight street parking permit system is implemented by the City.
- 19.2 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. The City may discontinue waste collection services as a result of changes in legislation, rule or policy and require all garbage, recyclables and organic materials be collected privately at the Owner's sole expense. Effective January 1, 2026, in accordance with Ontario Regulation 391/21: BLUE BOX, collection of residential recycling shall be the obligation of product producers. The City will no longer provide recycling collection services to this development. The Owner is responsible for contacting the Resource Productivity and Recovery Authority to confirm its eligibility to receive recycling collection services and request information regarding the organization responsible for providing the development with recycling collection, and establishing recycling collection services.
- 19.3 The Owner agrees to purchase from the City, 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 green bins and 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.
- 19.4 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.
- 19.5 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.

## **20 Heritage**

- 20.1 Prior to final approval of the Draft Plan of Subdivision or any phase thereof, the Owner shall carry out a cultural heritage resource assessment for the lands within the Draft Plan to ensure the assessment and identification of archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City (Director of Planning and Urban Design or their designate) and the Ministry of Tourism, Culture and Sport. No demolition, grading, filling or any form of soil disturbances

shall take place on the lands within the Draft Plan prior to the issuance of a letter from the Ministry of Tourism, Culture and Sport to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.

- 20.2 The Owner shall covenant and agree in the Subdivision Agreement to implement any measures recommended by the archaeological assessment, to the satisfaction of the City and the Ministry of Tourism, Culture and Sport.

## **21 Bell Canada**

- 21.1 The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- 21.2 The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

## **22 Canada Post**

- 22.1 The Owner/developer agrees to include in all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
- 22.2 The Owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 22.3 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.
- 22.4 The Owner/developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
- Any appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on
  - Any required walkway across the boulevard.
  - Any required curb depressions for wheelchair access.
- 22.5 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.
- 22.6 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.

## **23 Enbridge Gas**

- 23.1 The Applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing [SalesArea30@Enbridge.com](mailto:SalesArea30@Enbridge.com) to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.

If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the Applicant.

In the event that easement(s) are required to service this development, and any future adjacent developments, the Applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.

## **24 Alectra Utilities**

- 24.1 Prior to release for registration of any phase of the Draft Plan, and prior to construction of the subdivision, the Owner shall contact Alectra to review the proposed development Draft Plan, and provide Alectra with all required information including draft plans of subdivision, legal plans, the legal name of the subdivision and developer, and any additional information required by Alectra to design and estimate the costs of electrical services required for the subdivision.

## **25 Regional Municipality of York**

### Clauses to be included in the Subdivision Agreement

- 25.1 The Owner shall save harmless the City of Markham and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 25.2 The Owner shall agree prior to any development works on Block 1 and 2, including site alteration, the Owner shall obtain the necessary Engineering and/or Site Plan approvals from the Region.
- 25.3 The Owner shall agree that there shall be no direct access to and from the McCowan Road road allowance to Block 1, except via Street 'A'.
- 25.4 The Owner shall agree that prior to the construction of Street 'A' and its intersection with McCowan Road, the Region shall have issued Engineering and Electrical Approvals for Street 'A' and its intersection with McCowan Road.

### Conditions to be Satisfied Prior to Final Approval

- 25.5 The road allowances included within the Draft Plan of Subdivision shall be named to the satisfaction of the City of Markham and York Region.

- 25.6 The Owner shall provide to 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 Markham:
- a copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this Draft Plan, or any phase thereof.
  - a copy of an email confirmation by City of Markham staff stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
- 25.7 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 branch and Infrastructure Asset Management branch for record.
- 25.8 The Owner shall demonstrate that the proposed intersection to McCowan Road, and the alignment of the driveway access to 5300 14<sup>th</sup> Avenue is approved and designed to the satisfaction of the Region.
- 25.9 The Owner shall agree in a Letter of Approval to implement the recommendations provided in the TDM Letter, to this satisfaction of the Region.
- 25.10 The Region shall have issued Engineering and Electrical approvals for the design of 'Street A' and its intersection with McCowan Road.
- 25.11 The Owner shall provide an executed copy of the Subdivision Agreement with the local municipality to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 25.12 For any applications (Site Plan or Zoning By-law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment 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.
- 25.13 The Regional Corporate Services Department shall advise that Conditions 25.1 to 25.12 inclusive, have been satisfied.

## **26 Toronto and Region Conservation Authority**

- 26.1 Prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the Owner shall:

- a. Fulfill all wetland compensation requirements to the satisfaction of the TRCA including the execution of a Compensation Agreement with the TRCA, payment of cash-in-lieu, and obtaining all necessary permit(s) from the TRCA under the *Conservation Authorities Act*;
  - b. Provide a detailed engineering report (i.e., Stormwater Management Report) and plans that demonstrate how groundwater recharge will be accomplished on site through low-impact development measures, including, but not limited to, rear-yard infiltration gallery, to the satisfaction of the TRCA; and,
  - c. Provide an Erosion and Sediment Control plan consistent with the TRCA Erosion and Sediment Control Guideline for Urban Construction (2019), that includes proposed measures for controlling or minimizing erosion and unstable soils on-site and/or in downstream areas during and after topsoil stripping, grading, the installation of infrastructure and construction of any structures.
- 26.1 That the Owner obtains all necessary permits from the TRCA pursuant to the *Conservation Authorities Act*, for works on the subject property, as determined by the TRCA.
- 26.2 The owner shall agree in the Subdivision Agreement, in wording acceptable to the TRCA:
- a. to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical report and completed to the satisfaction of the TRCA;
  - b. implement on-site erosion and sediment control plans as well as monitoring in accordance with current TRCA standards; and,
  - c. to maintain all stormwater management, LID and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA.
- 26.3 That the Owner or Applicant provides the following items to the TRCA at the time a request for clearance of subdivision conditions is made for registration purposes:
- a. comprehensive letter outlining how each TRCA condition has been fulfilled;
  - b. a copy of the approved Conditions of Draft Approval;
  - c. a copy of the Draft M-Plan (signed);
  - d. a copy of the Executed Subdivision Agreement;
  - e. a copy of the implementing Zoning By-law; and,

- f. TRCA's Clearance Fees (to be determined based on the fee schedule in effect at the time of clearance).

## **27 Rogers Communications Canada**

- 27.1 The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the "Communications Service Providers") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
- 27.2 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.
- 27.3 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.
- 27.4 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.

## **28 Canadian National Railway Company (CN Rail)**

- 28.1 Safety setback of habitable buildings from the railway rights-of-way to be a minimum of 30 metres in conjunction with a safety berm. The safety berm shall be adjoining and parallel to the railway rights-of-way with returns at the ends, 2.5 metres above grade at the property line, with side slopes not steeper than 2.5 to 1.
- 28.2 The Owner shall engage a consultant to undertake an analysis of noise. At a minimum, a noise attenuation barrier shall be adjoining and parallel to the railway rights-of-way, having returns at the ends, and a minimum total height of 5.5 metres above top-of-rail. Acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre of surface area. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.
- 28.3 Ground-borne vibration transmission to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz and 200 Hz,  $\pm 3$  dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.

- 28.4 The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line.
- 28.5 The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way: "Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
- 28.6 Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.
- 28.7 The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.
- 28.8 The Owner shall enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.
- 28.9 The Owner shall be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN.

## **29 Ministry of Natural Resources (MNR)**

- 29.1 The Owner shall agree in the Subdivision Agreement to satisfy all requirements of the MNR with respect to the endangered species and any potential impacts on the Draft Plan of subdivision, to the satisfaction of the Commissioner of Development Services.

## **30 York Catholic District School Board (YCDSB)**

- 30.1 The Owner shall submit a clearance letter from the YCDSB stating that the Owner has made satisfactory arrangements with the YCDSB for the work required at 5300 14<sup>th</sup> Avenue (Father Michael McGivney Catholic Highschool) to facilitate the intersection at McCowan Road and (future) Tina Gate.

### 31 External Clearances

Prior to release for registration of the Draft Plan of Subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:

- a) The telephone, telecommunications, television cable service providers shall advise that their conditions and requirements have been satisfied.
- b) Bell Canada shall advise that conditions 21.1 to 21.2 have been satisfied.
- c) Canada Post Corporation shall advise that conditions 22.1 to 22.6 have been satisfied.
- d) Enbridge Gas shall advise that condition 23.1 have been satisfied.
- e) Alectra Utilities shall advise that condition 24.1 have been satisfied.
- f) The Regional Municipality of York shall advise that Conditions 25.1 to 25.12 have been satisfied.
- g) The Toronto and Region Conservation Authority shall advise that Conditions 26.1 to 26.4 have been satisfied.
- h) Rogers Communications Canada Inc. shall advise that condition 27.1 to 27.4 have been satisfied.
- i) CN Rail shall advise that conditions 28.1 to 28.9 have been satisfied.
- j) YCDSB shall advise that condition 30.1 has been satisfied.

ISSUED: MONTH, DATE, 2025

Stephen Lue, M.C.I.P., R.P.P.  
Senior Development Manager