

## DRAFT PLAN CONDITIONS

THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM  
TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF  
PLAN OF SUBDIVISION 19TM-18007  
2585231 ONTARIO INC.  
ARE AS FOLLOWS:

### 1. General

- 1.1 Approval shall relate to a draft plan of Subdivision prepared by Evans Planning with the Surveyors Certificate from Rady-Pentek & Edward Surveying Inc. dated September 19<sup>th</sup>, 2019, and incorporate the following redline revisions:
  - Any redline revisions required to address comments from the City and external agencies.
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on XXXX, 2022, unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a subdivision agreement with the City agreeing to satisfy all conditions of the City and Agencies, financial and otherwise, prior to final approval.
- 1.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, any amendments (if applicable) to the City's new 2014 Official Plan (as partially approved on November 24<sup>th</sup>, 2017 and further updated on April 9<sup>th</sup>, 2018), as amended, and Zoning By-law 177-96, as amended to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations from studies required as a condition of draft approval, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.
- 1.6 Prior to the release for registration of the Draft Plan of Subdivision (19TM-18007), 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, transportation impact assessment studies, functional traffic design studies, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, 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.

- 1.7 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 impact assessment studies, functional traffic design studies, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, to the satisfaction of the City, and at no cost to the City.

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.

- 1.8 Prior to Council approval of any zoning by-law amendment and/or minor variance applications for Block 3 and Block 4, the Owner covenants and agrees to undertake and complete the Class EA study for the extension of Anderson Avenue from the proposed Street "B" to Castlemore Avenue.

- 1.9 Prior to approval of any development on Block 3 and Block 4, the Owner covenants and agrees to environmentally remediate and convey Block 8 to the City, to the satisfaction of the Director of Engineering and the City Solicitor, free of all costs and encumbrances.

- 1.10 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermains, sewers, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to the City.

- 1.11 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.

- 1.12 The Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial securities for each phase of the Draft Plan of Subdivision as required by the City of Markham, prior to construction of municipal infrastructure as required to service that phase of development.

- 1.13 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 and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.

- 1.14 Prior to final approval of the draft plan, the Owner acknowledges and agrees to obtain required approval from the Region of York, Toronto and Region Conservation Authority (TRCA), Ministry of Transportation (MTO), Metrolinx and any other applicable public agencies.
- 1.15 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the City's Standards prior to proceeding with any on-site works and more particularly topsoil stripping.
- 1.16 The Owner shall covenant and agree in the Subdivision Agreement to include in the building permit application all mitigation recommendations from the geotechnical consultant to waterproof basements, which are below the ground water to the satisfaction of the Chief Building Official on a lot specific basis. The Owner shall further covenant and agree that the acceptance of these measures will be subject to approval from the Chief Building Official.
- 1.17 The Owner shall covenant and agree in the Subdivision Agreement that development/ development applications for Blocks 3,4,5 and 8 (Phase 2 ) will not proceed prior to a draft vision (at minimum) of the Markham Road Corridor Secondary Plan being endorsed by Development Services Committee (DSC)

## 2. Community Design

- 2.1 The Owner shall retain and design consultant to prepare architectural control guidelines to be submitted to the Director of Planning and Urban Design for approval prior to execution of the subdivision agreement for Development Block 1.
- 2.2 The Owner shall retain a design consultant to implement the Architectural Control Guidelines.
- 2.3 Plans submitted for model home permits for any building within the 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 guidelines.
- 2.4 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not assume the role of control architect for the plan of subdivision.

3. Parks and Open Space

- 3.1 The Owner and City covenant and agree that parkland dedication within this plan is required at a rate specified in the City's Parkland Dedication By-law 195-90, as amended.
- 3.2 The Owner covenants and agrees to convey Block 6 as open space to the City, free of all costs and encumbrances, to the satisfaction of the Director of Planning and Urban Design, upon registration of Phase 1 of the plan of subdivision.
- 3.3 The Owner covenants and agrees to convey Block 5 to the City, free of all costs and encumbrances, to the satisfaction of the Director of Planning and Urban Design, as part of the Phase 2 development and the use of Block 5 will be determined at that time.
- 3.4 The Owner covenants and agrees to convey Block 7 as a public park to the City, free of all costs and encumbrances to the satisfaction of the Director of Planning and Urban Design, upon registration of Phase 1 of the plan of subdivision.
- 3.5 The Owner acknowledges and agrees that conveyance of Block 7 will satisfy a portion of the parkland requirement for Blocks 1 and 2 of this development and that any parkland under dedication will be reconciled through the payment of cash-in-lieu of parkland at the time of execution of the subdivision agreement.
- 3.6 The Owner acknowledges and agrees that additional parkland dedication will be required for Blocks 3 and 4 at the time of execution of the subdivision agreement for Blocks 3 and 4 or at the time of registration of Blocks 3 and 4 or as part of any future development application for Blocks 3 and 4. The size and configuration of the park block(s) will also be determined at that time.
- 3.7 The City of Markham reserves the right to require land dedication or payment of cash-in-lieu of parkland or request a combination of approaches as specified in Parkland Dedication 195-90, as amended.
- 3.8 The Owner shall post approved copies of the Open Space Plans for Blocks 5 and 6 and Conceptual Park Development Master Plans for the park in all sales offices for dwelling units within the draft plan of subdivision.

4. Landscape Works

- 4.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans, to the satisfaction of the Director of Urban Design, and which includes:
  - a) Street tree planting in accordance with the City of Markham Streetscape Manual, dated June 2009;

- b) Streetscape plans including street trees for Street 'A', Street 'B', Markham Road, Major Mackenzie Drive and other public streets;
- c) A specialized depth of topsoil in the entire municipal boulevard to appropriately plant boulevard trees in accordance with the City of Markham Streetscape Manual dated June 2009;
- d) Fencing as required;
- e) A landscape plan for open space Blocks 5 and 6;
- f) A landscape plan for the metro link landscape buffer;
- g) Any other landscaping as determined by the approved Tree Inventory and Preservation Plan and the Environmental Master Drainage Plan;

4.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.

4.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 4.1.

4.4 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 4.1 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 SCHOOL, PARK, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES

- 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.”

5. Tree Inventory and Tree Preservation Plans

- 5.1 The Owner shall submit for approval a tree inventory and tree 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.
- 5.2 The Owner shall submit for approval a tree inventory and tree preservation plan showing the trees to be preserved prior to issuance of “Top Soil Stripping Permit, Site Alteration Plan or Pre-Servicing Agreement” to the satisfaction of the Director of Planning and Urban Design.
- 5.3 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit, Site Alteration Plan or Pre-Servicing Agreement to the satisfaction of the Director of Planning and Urban Design. The Owner shall obtain written approval from the Director of Planning and Urban Design prior to removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.
- 5.4 The Owner shall submit for approval, as part of the tree inventory and tree 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) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
  - b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)
  - c) Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites
  - d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

6. Financial

- 6.1 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, landscaping and other landscaping requirements.

7. Noise Impact Study

7.1 Prior to final approval of the draft plan, the Owner shall submit a Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic and by any other identified noise sources, to the satisfaction of the City, in consultation with the Region of York and Metrolinx. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the Noise Impact Study.

7.2 The Owner shall covenant and agree in the subdivision agreement to implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the City (Commissioner of Development Services), in consultation with the Region of York and Metrolinx.

8. Municipal Services

8.1 The Owner shall covenant and agree to design and construct all municipal services in accordance with City standards and specifications.

8.2 Prior to release for registration of the Draft Plan of Subdivision, the Owner shall demonstrate to the satisfaction of the City that two (2) independent water supply points to provide for adequate redundancy and looping for domestic and fire protection purposes will be provided.

8.3 The Owner shall agree in the Subdivision Agreement to not 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.

8.4 The Owner shall covenant and 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.

9. Lands to be Conveyed to the City/ Easements

9.1 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.

- 9.2 The Owner shall convey 0.3m reserves along the west edge of Street 'A' and north edge of Street 'B' (Block 9) and north ends of Blocks 5 and 8 (Block 10) to the City, free of all costs and encumbrances, upon registration of the Draft Plan of Subdivision.
- 9.3 The Owner shall convey Block 6 to the City, free of all costs and encumbrances, to the satisfaction of the City, upon registration of the Draft Plan of Subdivision.
- 9.4 The Owner acknowledges that Block 6 constitutes a portion of the Exhibition Creek Valley (the "Channel") located within the Owner's lands and the remaining portion is located on the adjacent lands with municipal address 9899-9909 Markham Road. The Owner covenants and agrees that prior to registration of the Draft Plan of Subdivision, to make arrangements with the Owner of the adjacent lands to convey easements over the portion of the channel on the adjacent lands, free of all costs and encumbrances, to the City.

## 10. Utilities

- 10.1 The Owner shall covenant and 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 and authorized agencies.
- 10.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Alectra ( formerly PowerStream) , Enbridge, telecommunications companies, etc.
- 10.3 The Owner shall covenant and 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.
- 10.4 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.
- 10.5 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.

11. Transportation Impact Study/Internal Functional Traffic Design Study

- 11.1 The Owner acknowledges and agrees that prior to registration, to provide a functional design of Street 'B' (the east-west collector road from Markham Road to Street 'A') and Street 'A' (from Major Mackenzie Drive East to Street 'B'), to the satisfaction of the Director of Engineering. Further, the Owner acknowledges and agrees to revise the draft plan of subdivision to incorporate the functional design of Streets 'A' and 'B' as accepted by the Director of Engineering.
- 11.2 The Owner acknowledges and agrees to provide daylight triangles in accordance with the City's Engineering standards for the Markham Road/ Street 'B' and Street 'A / Street 'B' intersections. A 10 metre x 10 metre daylight triangle is required for collector-to-collector road intersections.
- 11.3 The Owner covenants and agrees that a traffic signal design be prepared for the Markham Road/ Street 'B' intersection to the satisfaction of the Director of Engineering and that the financing for the traffic signal implementation be secured. Further, the Owner covenants and agrees that the traffic signal control at the Markham Road/ Street 'B' intersection will be complete and operation upon Street 'B' connecting to Markham Road.
- 11.4 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Director of Engineering, to implement or integrate any amendments or recommendations from the ongoing Transportation Impact Assessment Study, Functional Traffic Design Study and the Anderson Avenue Class EA Study.

12. Development Charges

- 12.1 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.
- 12.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.

13. Environmental Clearance

- 13.1 The Owner covenants and agrees to retain a “Qualified Person” to prepare all necessary Environmental Site Assessments (ESA) and file Records 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 pursuant to the Planning Act.
- 13.2 Prior to the earlier of any construction, including site alteration, 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.
- 13.3 Prior to the earlier of any construction including site alteration, 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(s) and Reliance Letter(s) 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 standards 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.
- 13.4 The Owner covenants and 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.
- 13.5 The Owner agrees 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, Councillors, employees and agents from any and all actions, causes of action, suits, 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 the 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.

14. Heritage

- 14.1 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 appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City (Commissioner of Development Services) and the Ministry of Culture. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan in proximity to the heritage resource prior to the issuance of a letter from the Ministry of Culture (Heritage Branch) to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 14.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the City and the Ministry of Culture.

15. Well Monitoring Program and Mitigation Plan

- 15.1 Prior to any site alteration activities, the Owner shall check if there are any active wells within 500 metres of the Zone of Influence (ZOI). If any active wells are found within the ZOI, the Owner shall prepare and implement a Well Monitoring Program and Mitigation Plan, in accordance with the City's requirements to the satisfaction of the Director of Engineering.

16. Other City Requirements

- 16.1 The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the subdivision agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 16.2 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and two remote accesses for firefighting equipment is available.
- 16.3 The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval of the Fire Chief or his designate.

- 16.4 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:
- the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
  - 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,
  - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City
- 16.5 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:
- Park, by type, including Park and Open Space Concept Plans and Streetscape Plans; stormwater management ponds and related facilities; schools by type; place of worship sites; other institutional site by type; commercial site by type; other surrounding land uses and facilities as specified by the City; existing or future: rail facilities, provincial highways, 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 opening of the sales office.
- 16.6 The Owner covenants and agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per residence so that each purchaser may participate in the City's waste diversion program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials are deposited in each home on or before the date of closing.
- 16.7 The Owner covenants and agrees to contact the City at least four (4) weeks prior to unit occupancy to arrange an appointment time in which the recycling containers, green bins, kitchen collectors and educational materials are to be collected by the Owner.
- 16.8 The Owner covenants and agrees to pay to the City the cost for recycling containers, green bins and kitchen collectors and to provide said recycling containers, green bins and kitchen collectors to purchasers at the same cost as paid to the City.

16.9 The Owner covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the City's engineering design standards. The Owner agrees that at times when the above defined access cannot be provided, the Owner shall be responsible for moving all residential waste, recyclables and organics from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the City.

17. Region of York

*Clauses/Conditions to be included in the Subdivision Agreement*

17.1 The Owner shall save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.

17.2 The Owner shall agree in wording satisfactory to Development Engineering, that no direct private access is permitted onto Major Mackenzie Drive. All accesses shall be provided through local roads.

17.3 The Owner shall agree in wording satisfactory to Development Engineering, to provide direct shared pedestrian/cycling facilities and connections from the proposed development to Major Mackenzie Drive and surrounding Collector & Local Roads to support active transportation and public transit, where appropriate. A drawing shall be provided to illustrate the layout of active transportation facilities within the proposed development and connections to the Regional roads, to the satisfaction of the Region.

17.4 The Owner shall agree in wording satisfactory to Development Engineering, to implement the recommendations provided in the Transportation Study, to the satisfaction of the Region.

17.5 The Owner agrees that a Holding Provision shall be placed on Block 2 until the Region has completed the design and is satisfied the vertical and horizontal design is approved or until the Region has sufficient certainty regarding the potential alignment(s) and land requirements for the Major Mackenzie Drive overpass of the Stouffville Rail Corridor, or in the likelihood of its ultimate approval and construction.

17.6 The Owner shall agree in wording satisfactory to Development Engineering, to provide notice in the subsequent Purchase Agreements, Tenant Lease Agreement, Site Plan Agreements, Condominium Agreements, and Declaration of Condominium Agreements, of the future grade separation proposed on Major Mackenzie Drive at the rail corridor crossing:

“THE OWNER ACKNOWLEDGES AND AGREES THAT THE REGION IS PROTECTING FOR A GRADE SEPARATION AT THE MAJOR MACKENZIE DRIVE AND THE RAIL CROSSING.”

- 17.7 The Owner shall agree in wording satisfactory to Development Engineering, to provide notice in the subsequent Purchase Agreements, Tenant Lease Agreement, Site Plan Agreements, Condominium Agreements, and Declaration of Condominium Agreements, of the future extension of the Anderson Road Extension from Castlemore Avenue to Street “A” and Street “B” to connect to Major Mackenzie Drive. The Owner and Purchasers will be required in the subsequent Purchase Agreements, Tenant Lease Agreements, Site Plan Agreement, Condominium Agreements and Declaration of Condominium Agreement to acknowledge the planned public road connection to/from the south.

“THE OWNER ACKNOWLEDGES AND AGREES THAT ANDERSON AVENUE IN THE SOUTH WILL EXTEND NORTHERLY TO STREET “A” AND STREET “B” TO CONNECT TO MAJOR MACKENZIE DRIVE.”

- 17.8 The Owner shall agree in wording satisfactory to Development Engineering, to implement all recommendations provided in the revised Transportation Study, including Transportation Demand Management, to the satisfaction of the Region.
- 17.9 The Owner shall agree in wording satisfactory to Development Engineering, that site plan application approvals from the Region are required to be in place prior the commencement of any site alteration or construction works for Blocks 1, 2 & 3.
- 17.10 The Owner shall agree in wording satisfactory to Development Engineering, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
- 17.11 The Owner shall agree in wording satisfactory to Development Engineering, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
- 17.12 The following warning clause shall be included in a registered with respect to the lots or blocks affected:
- "Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants."
- 17.13 Where noise attenuation features will abut a York Region right-of-way, the Owner

shall agree in wording satisfactory to York Region's Development Engineering, as follows:

- a) That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
- b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence; and
- c) That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.

17.14 The Owner shall agree in wording satisfactory to Development Engineering, to be responsible to decommission any existing wells on the owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.

17.15 The Owner shall agree in wording satisfactory to Development Engineering, that the Owner will be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

*Conditions to be Satisfied Prior to Final Approval*

17.16 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.

17.17 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) 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, and
- b) 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.

17.18 The Owner shall design, install and commission the proposed direct connection to

the Region's 600mm diameter watermain on Major Mackenzie Drive to the satisfaction of the Region.

- 17.19 The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services Division and the Infrastructure Asset Management Branch for record.
- 17.20 Should the proposed major development include bulk fuel ( $\geq 2500L$ ) or bulk chemicals ( $\geq 500L$ ) within the HVA, a Contaminant Management Plan (CMP) will be required for the Region's Water Resources Branch for review and approval. If a CMP is not required, a letter prepared by a qualified professional will be required in its place stating that the above noted activities will not be occurring.
- 17.21 The Owner shall provide a revised Transportation Study to the satisfaction of the Region.
- 17.22 The Owner shall demonstrate that a public road extension is provided to the southern limits of their site.
- 17.23 Concurrent with the submission of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings and reports, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
  - i. Plan and Profile for the York Region road and intersections;
  - ii. Cross Section on York Region right-of-way at 20m interval where the site is abutting;
  - iii. Grading and Servicing Plans;
  - iv. Intersection/Road Improvements, including the recommendations of the Transportation Report;
  - v. Construction Access Design;
  - vi. Utility and underground services Location Plans;
  - vii. Signalization and Illumination Designs;
  - viii. Line Painting;
  - ix. Traffic Control/Management Plans;
  - x. Erosion and Siltation Control Plans;
  - xi. Landscaping Plans, including tree preservation, relocation and removals;
  - xii. Arborist Report;
  - xiii. Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva
  - xiv. Functional Servicing Report;
  - xv. Stormwater Management Report; and



xvi. Water supply and distribution report and model.

- 17.24 The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region Right-of-Way. Only those works located in their ultimate location based on the next planning upgrade for this Right-of-Way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
- 17.25 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Engineering drawings (stamped and signed by a professional engineer), and MECP forms together with any supporting information shall be submitted to City of Markham.
- 17.26 The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
- 17.27 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
- 17.28 The Owner shall demonstrate, to the satisfaction of Development Engineering, that the streetline elevations shall maintain a minimum 2% cross slope within the boulevard from the streetline to the top of curb, unless otherwise specified by Development Engineering.
- 17.29 The Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
- a) All existing woody vegetation within the York Region road right-of-way.
  - b) Tree protection measures to be implemented on and off the York Region road right-of-way to protect right of way vegetation to be preserved.
  - c) Any woody vegetation within the York Region road right-of-way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road right-of-way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.
  - d) A planting plan for all new and relocated vegetation to be planted within the York Region road right of way, based on the following general guideline:  
  
Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the

York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed in the York Region right-of-way by the Owner or the area municipality for aesthetic purposes they must be approved by Development Engineering and shall be maintained by the area municipality with the exception of the usual grass maintenance.

- e) For landscape features not maintained to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.

17.30 The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.

17.31 Upon registration, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:

- a) A widening across the full frontage of the site where it abuts Major Mackenzie Drive of sufficient width to provide a minimum of 22.5 metres from the centreline of construction of Major Mackenzie Drive and any lands required for additional turn lanes at the intersections,
- b) A 10 metre by 10 metre daylight triangles at Street "A" and Major Mackenzie Drive, and
- c) A 0.3 metre reserve across the full frontage of the site where it abuts Major Mackenzie Drive and adjacent to the above noted widening(s).

17.32 The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.

17.33 The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in

general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.

The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.

17.34 The Owner or the Owner's authorized representative shall submit a Statutory Declaration that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under lands to be conveyed to the Region (including soils, substrata, surface water and groundwater, as applicable): (i) at the time of conveyance, at a level or concentration that exceeds the Environmental Protection Act O. Reg. 153/04 (as amended) full depth generic site condition standards applicable to the intended use of such lands by the Region or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or state, or is emanating or migrating from such lands in a way, that would contravene applicable environmental laws.

17.35 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right-of-Way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.

17.36 The Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.

17.37 The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.

17.38 The Regional Corporate Services Department shall advise that Conditions 17.1 to 17.37 inclusive, have been satisfied.

18. Ministry of Natural Resources (MNR)

18.1 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, and to provide written confirmation that it has consulted with MNR in this respect, to the satisfaction of the Commissioner of Development Services.

19. Enbridge Gas Distribution

19.1 The Owner covenants and agrees in the subdivision agreement:

- a) To contact Enbridge Gas Distribution's Customer Connections department by emailing for service and metre installation details and to ensure that 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.
- b) 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 Owner.
- c) In the event that easement(s) are required to serve this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.
- d) The Owner will grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross-sections, identifying all utility locations prior to the installation of the gas piping.

20. Canada Post

- 20.1 The Owner covenants and agrees that delivery to the proposed mid-rise buildings (Phase 1B) will be via private lock box assembly (LBA). Delivery to the proposed townhouse dwellings will be via centralized mailbox delivery.
- 20.2 The Owner covenants and agrees to contact Canada Post well in advance of the construction start date to discuss a suitable mailroom location. The Owner/ Developer will provide a rear-loading mailroom for any building with more than 100 units.
- 20.3 The Owner covenants and agrees to supply, install and maintain a central mail facility for Canada Post; ensure all mail delivery equipment is installed in a location that is readily accessible to the occupants and Canada Post personnel; and ensure that all mail is accessible by persons with physical disabilities.
- 20.4 The Owner covenants and agrees in the subdivision agreement to comply with the following conditions:
- a) The Owner/ developer agrees to include on all purchases and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
  - b) The Owner/ developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home/ unit sale.
  - c) The Owner/developer will consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on the appropriate servicing plans.
  - d) The Owner/ developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
    - i) an appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on;
    - ii) any required walkway across the boulevard; and
    - iii) any required curb depressions for wheelchair access.
- 20.5 The Owner/developer further agrees to determine and provide a suitable temporary Community Mailbox(s) 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.

- 20.6 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.

21. Streetlight Types:

- 21.1 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.

22. Roads

- 22.1 The Owner covenants and agrees that road allowances within the Draft Plan of Subdivision shall be named to the satisfaction of the City and Regional Municipality of York (“Region”).
- 22.2 The Owner shall covenant and agree to design and construct all municipal roads in Accordance with City standards and specification.
- 22.3 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.

23. Toronto and Region Conservation Authority (TRCA)

- 23.1 That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit, provide and/or attain the approval from the TRCA for:
- a) A detailed engineering report stamped by a professional engineer that in addition to describing the storm drainage system for the proposed development of the subject lands, includes:
    - i. Location and description of all outlets and other facilities, grading, site alterations or development which may require a permit pursuant to Ontario Regulation 166/06, the Authority’s Development, Interference with Wetlands and Alterations to Shorelines and Watercourse Regulation;

- ii. Confirmation that TRCA's stormwater management criteria (including stormwater quantity and quality control) and the criteria requirements for water balance and erosion control have been met or exceeded;
  - iii. Preliminary estimates of the required stormwater management facilities required for each block in the subdivision;
  - iv. Water balance measures with supporting calculations;
  - v. Detail drawings, locations and plans for proposed water balance and LID measures in the appropriate drawings;
  - vi. Detailed grading plans and site servicing plans including grading plans for the proposed infrastructure within the channel block as well as potential modifications to the channel to expand the channel if feasible;
  - vii. Demonstration that any modifications to the channel block will have no overall adverse impact on the storage and conveyance of floor waters.
- b) A Water Balance Assessment (if not already fully addressed in the engineering report above) outlining the required water balance criteria and how they are to be met or exceed by the proposed mitigation measures which have been deemed appropriate for the site;
- c) A detailed and comprehensive Erosion and Sediment Control Plan and Erosion and Sediment Control Report, which complies with the TRCA's Erosion and Sediment Control Guidelines for Urban Construction (available at [www.sustainabletechnologies.ca](http://www.sustainabletechnologies.ca)).
- d) A detailed Planting/ Restoration Plan (s) for the channel block (Block 6) which includes proposed species and quantities as well as planting locations to the satisfaction of TRCA and City of Markham staff. The Planting/Restoration Plan(s) should address:
- i. Areas of disturbance within the channel block for proposed transportation and stormwater infrastructure;
  - ii. The new alignment of Street 'B' and the resultant areas not already vegetated through the Ontario Regulation 166/06 permit for the naturalized channel works.
- e) A detailed Planting/Restoration Plan(s) for the open space block (Block 5) which includes proposed species and quantities as well as planting locations to the satisfaction of the TRCA and City of Markham staff to compensate for the proposed infrastructure (Street 'B' sidewalk and stormwater infrastructure) to be located within the channel.
- 23.2 The applicant provide an updated Flood Plain Map sheet as well as accompanying digital modelling based upon new works within the channel block if required.
- 23.3 The applicant provide confirmation that the natural feature, hazard and associated buffer lands (Block 6) have been placed into an appropriate Open Space zoning category and will be conveyed into public ownership.

23.4 The applicant obtain all Ontario Regulation 166/06 (as amended) permits from the TRCA for all works proposed on the subject property for which permits would be required and that sufficient securities are provided for the proposed restoration plantings. Please note permits will be required for channel modifications, the proposed storm outlet(s) and the construction of Street 'B;.

23.5 That the draft plan be red-lined revised, if necessary, in order to meet the requirements of TRCA's conditions, or in order to meet current established standards in place at time of Registration of the Plan or any phase thereof.

24. Ministry of Transportation (MTO)

24.1 Prior to registration, the Owner must submit to the Ministry of Transportation for review and approval, a copy of the Stormwater Management Report (electronic copy), Site Grading and Servicing Plan(s), addressing the intended treatment of the calculated runoff.

24.2 Prior to registration, the Owner must submit to the Ministry of Transportation, for review and approval a copy of the Traffic Impact Study addressing the anticipated traffic volumes and their impact on Highway 48.

24.3 Prior to registration, the Owner must submit to the Ministry of Transportation for review and approval a copy of the proposed site and street Lighting Design and Calculations in the isometric format, using AG-32 and Auto-Lux (format acceptable to the MTO).

24.4 The location and design of the proposed intersection to Highway 48 must conform to Ministry standards.

24.5 The Owner acknowledges that each phase of development will require a separate clearance letter from the Ministry.

25. Metrolinx

25.1 The Owner acknowledges the following all to the satisfaction of Metrolinx:

- a) A 30 metre setback is required for residential development;
- b) A 2.5 metre safety barrier is to be provided in conjunction with the setback;
- c) The proponent shall engage a qualified consultant to prepare a noise and vibration study, to be submitted for review;
- d) The proponent shall submit a drainage report for review. Any proposed alterations to the existing drainage pattern affecting GO Transit's rail Corridor must receive prior concurrence from Metrolinx;



- e) A 1.83 metre high security fence is to be provided along the property line where direct access to the rail corridor is afforded;
- f) A 7 metre vegetation setback, to be measured from the centreline of Metrolinx's outer most track, has been established in association with the planned electrification of the Stouffville Rail Corridor. The proponent shall prepare a Landscape Plan for review. Limited types of vegetation are allowed within this section such as low rise shrubs and/or decorative grasses;
- g) Warning clauses required by Metrolinx shall be inserted into all development agreements, offers to purchase and agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the railway right-of-way;
- h) The Owner shall enter into an agreement with Metrolinx stipulating how applicable concerns will be addressed. The agreement will include an environmental easement for operational emissions, to be registered on title against all residential dwellings within 300 metre of the rail corridor and in favour of Metrolinx;
- i) It should be noted that any construction activity within or immediately adjacent to the rail corridor must be coordinated with Metrolinx consultant AECOM. Permits and flagging may be required depending on the nature of the proposed work;
- j) Grade separation of Major Mackenzie Drive has been previously contemplated by York Region. Although no timelines have been established as of yet, such a project would have property implications (temporary during construction and on-going with the final alignment) along the site frontage on Major Mackenzie Drive.

26. Alectra Utilities

- 26.1 The Owner or his agent is required to contact Alectra to discuss all aspects of the project. Alectra will require site plan drawings, draft M-plans, legal plans, architectural design drawings, electrical consultant's drawings, number of units/ lots in the subdivision agreement and type of the subdivision/development, square footage of the buildings, the required voltage, amperage and building loads, along with the completed and signed Subdivision Application Information Form (SAIF). Alectra will then use this information to determine the type of available service in the area to supply the proposed development and determine the design fee for the subdivision or development.
- 26.2 The Owner covenants and agrees that all proposed buildings, billboards, signs and other structures associated with the development must maintain minimum clearance to the existing overhead or underground electrical distribution system as specified by the Ontario Electrical Safety Code and the Occupational Health and Safety Act.
- 26.3 The Owner covenants and agrees that if there are any existing components of Alectra's electrical distribution system on the proposed project site, they will have to be relocated by Alectra at the Developer's cost. Any conflicts due to driveway

locations or clearances to the existing overhead or underground distribution system will have to be relocated by Alectra at the Developer's cost.

27. Bell

- 27.1 The Owner covenants and agrees, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/ telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
- 27.2 The Owner covenants and agrees to contact Bell Canada during detailed design to confirm the provision of communication/ telecommunication infrastructure needed to service the development.
- 27.3 The Owner covenants and agrees that prior to commencing any work, the Developer must confirm that sufficient wire-line communication/ telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Developer shall be required to pay for the connection to and/or extension of the existing communication/ telecommunication infrastructure.

28. External Clearances

- 28.1 Prior to final approval 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 Ministry of Culture shall advise that condition 14 has been satisfied.
  - b) The Region of York shall advise that condition 17 has been satisfied.
  - c) The Ministry of Natural Resources shall advise that condition 18 has been satisfied.
  - d) Enbridge Gas Distribution shall advise that condition 19 has been satisfied.
  - e) Canada Post shall advise that condition 20 has been satisfied.
  - f) Toronto and Region Conservation Authority shall advise that condition 23 has been satisfied.
  - g) Ministry of Transportation shall advise that condition 24 has been satisfied.
  - h) Metrolinx shall advise that condition 25 has been satisfied.
  - i) Alectra Utilities shall advise that conditions 26 has been satisfied.

j) Bell Canada shall advise that condition 27 has been satisfied.

Dated:

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Ron Blake, Senior Development Manager

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