



**THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM  
TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF  
PLAN OF SUBDIVISION 19TM - 18005  
MONARCH BERCZY GLEN  
DEVELOPMENT LTD. AS FOLLOWS:**

1.0 General

1.1 Approval shall relate to a draft plan of Subdivision prepared by Korsiak Urban Planning with a Surveyor's Certificate from Rady-Pentek & Edward Surveying Ltd., dated April 13, 2018, last revision dated December 3, 2019, subject to outstanding City comments being addressed including, but not limited the following redline conditions. The draft plan may be further redlined revised, if necessary, in order to meet the City's requirements:

- Should only one access be provided to Street 'H', the owner shall covenant and agree in the subdivision agreement to have all dwellings on Street 'H' will be fully equipped with an automatic sprinkler system to the satisfaction of the Fire Chief and they must obtain a building permit.
- To ensure reliability of access for Fire Department vehicles under all conditions a temporary secondary vehicular access shall be provided prior to construction of any lots east of the Greenway.
- Provide a snow storage block for Lane 'A' (Block 159 or 160) to the satisfaction of the City.
- 10.0 m lane width (7.0 m pavement) shall be provided from the intersection with road to end of 90 degree bends.
- A block of townhouses shall not exceed a distance of 45 m
- A 3 m wide break between each townhouse block.
- 9 m inside turning radius be provided for all changes in direction of the fire route.
- Minimum 12.0 centerline turning radius provided throughout the site.
- The proposed rear lot lines of proposed lots 20 and 139 adjacent to the natural heritage system, further inland from their current location be straightened to the satisfaction of the TRCA.

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 to the satisfaction of the City Solicitor.
- 1.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, an amendment to the city's zoning by-laws to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 The Owner agrees to obtain required approvals from York Region, the Toronto and Region Conservation Authority (TRCA) and any other applicable public agencies to the satisfaction of the Commissioner of Development Services.
- 1.6 Prior to the release for registration of any phase within this draft Plan of Subdivision, the Owner agrees to prepare and submit to the satisfaction of the City of Markham, all technical reports, studies, and drawings, including but not limited to, the master environmental servicing plan, transportation studies, functional traffic designs, 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(s) of Subdivision as necessary to address all outstanding comments and incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
- 1.7 The Owner agrees not to register the draft Plan of Subdivision until such time the Class Environmental Assessment (Class EA) Study for the collector roads in the Future Urban Area (FUA) currently being carried out by the FUA participating landowners has been completed and approved. The Owner agrees to revise this draft Plan of Subdivision as necessary to incorporate the recommendations of the Class EA Study. The Owner further agrees that, notwithstanding the maximum right-of-way width for minor collector roads, if it is determined through further review and studies that additional right-of-way width is required to accommodate additional lanes, then the required right-of-way width shall be provided without compensation and without requiring an amendment to the Berczy Glen Secondary Plan.  
  
The Owner and the City agrees that in the event that approval of the Class EA Study has been significantly delayed after a Notice of Completion of the Class EA Study has been issued, the Owner may request, and the City at its discretion may consider, the Owners' request to proceed with registration of the Owners' subdivision west of Berczy Creek.
- 1.8 The Owner acknowledges that the Class EA Study for Elgin Mills Road E is currently being carried out by the City. The Owner agrees to revise this draft Plan of Subdivision as necessary to incorporate the recommendations of the Class EA Study.

The Owner further agrees not to register any phase of the subdivision until such time a phasing assessment is completed, detailing the timing of road widening and intersection improvements required on Elgin Mills Road East to support the phasing plan for the Berczy Glen Community area.

- 1.9 Prior to registration of any phase in the subdivision, the Owner agrees that the City will require a phasing plan accepted by the City for the Berczy Glen Community area (the “Phasing Plan”). The Owner agrees to develop the lands in accordance with the Phasing Plan to the satisfaction of the Director of Engineering.
- 1.10 The Owner agrees to design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, sewers, watermains, light standards, utilities, stormwater management facilities, and roads to the satisfaction of, and at no cost to, the City of Markham.
- 1.11 The Owner agrees to pay to the City, all required fees, in accordance with the City’s By-Law No. 211-83, as amended by Council from time to time.
- 1.12 The Owner agrees to pay an additional engineering fee of two hundred and twelve thousand dollars (\$212,000.00, incl. HST) associated with the Engineering department’s review of the District Energy System upon the earlier of issuance of a site alteration permit, execution of a pre-servicing agreement, or execution of the Subdivision Agreement.
- 1.13 The Owner agrees in the Subdivision Agreement or the 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 any municipal infrastructure required to service that phase of development.
- 1.14 The Owner agrees to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services that are required external to the draft Plan of Subdivision and that are required to service the proposed subdivision to the satisfaction of the Director of Engineering and the City Solicitor (the “External Works”). The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, from the external land owners prior to commencing the External Works to the satisfaction of the Director of Engineering, Director of Operations and City Solicitor. The Owner further agrees to pay all costs associated with the construction of the External Works on lands owned by the City, to the satisfaction of the Director of Engineering.
- 1.15 The Owner agrees to include in the building permit application, all mitigation recommendation 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 further covenants and agrees that the acceptance of these measures will be subject to approval from the Chief Building Official.

## 2.0 Roads

- 2.1 The Owner agrees to provide names of all road allowances within the draft plan of subdivision, to the satisfaction of the City and the Regional Municipality of York (“the Region”).
- 2.2 The Owner agrees to design and construct all municipal roads in accordance with City standards and specifications.
- 2.3 The Owner agrees to provide temporary turning circles where required at the Owners cost and remove them and restore the streets to their normal condition at the Owners cost when required by the City, to the satisfaction of the City of Markham. The Owner agrees that 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.
- 2.4 The Owner agrees that prior to registration of any phase of development, to update and finalize the Transportation Impact Assessment Study to include a road infrastructure phasing assessment for different phases of development within the Roman and Rinas Draft Plans of Subdivision, reflective of the proposed Berczy Glen Phasing Plan and proposed timeline for the boundary roads widening and collector roads construction. The road infrastructure phasing assessment will define the timing for the required road improvements (boundary roads, internal roads, and Berczy Creek crossing) to be in place to support the number of residential units proposed for each phase of development to the satisfaction of the Director of Engineering. Accordingly, the Owner agrees prior to registration of any phase of the draft plan of subdivision to:
  - a) Implement the recommendations of the accepted Transportation Impact Assessment Study and road infrastructure phasing assessment;
  - b) Acquire and convey to the City, free of all costs and encumbrances, any lands external to the Draft Plan of Subdivision as necessary to complete the road infrastructure requirements as recommended in the accepted Transportation Impact Assessment Study and road infrastructure phasing assessment; and
  - c) Enter into an agreement with the City and external landowners to permit construction of roads infrastructure and related services, 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.

- 2.5 The Owner agrees to design and construct, in conjunction with any phase of subdivision development west of Berczy Creek:
- a) Street A from Elgin Mills Road East to Rinas Avenue.
  - b) Extension of Rinas Avenue to Street A

The entirety of the above-noted road sections shall be constructed at the Owner's sole cost.

- 2.6 Prior to the registration of any phase of the subdivision, the Owner agrees to provide confirmation of the timing to implement traffic control signals at the Elgin Mills Road East / Street A intersection and the Elgin Mills Road East / Street L intersection, within the context of the subject development phasing and the Elgin Mills Road East widening, to the satisfaction of the Director of Engineering. Furthermore, should it be determined that traffic signals are required as part of any phase of development but before the widening of Elgin Mills Road, the Owner agrees to design and construct, at its own cost, traffic control signals including turn lane requirements for the said intersections to the satisfaction of the Director of Engineering.
- 2.7 Prior to the registration of any phase of the subdivision, the Owner agrees to provide a demonstration plan for the property at 3237 Elgin Mills Road East that illustrates how vehicular interconnection will be provided, to the satisfaction of the Director of Engineering.
- 2.8 Prior to the registration of any phase of the subdivision, the Owner agrees to provide a basic 36 metre right-of-way for Elgin Mills Road East. All property lines shall be referenced from a point 18 metres from the centerline of construction on Elgin Mills Road and any lands required for additional turn lanes at the intersections will be conveyed to the City for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Director of Engineering and the City Solicitor.
- 2.9 Prior to the registration of any phase of the subdivision, the Owner agrees to update the cross-section for Street C, if feasible, to include a multi-use pathway within the north boulevard along the full extent of Street C, to the satisfaction of the Director of Engineering.
- 2.10 Prior to the registration of any phase of the subdivision, the Owner acknowledges and agrees to update and finalize the Transportation Demand Management Plan, to the satisfaction of the Director of Engineering.

## 2.11 Street 'L':

- a) The Owner acknowledges that Street L within the Owner's subdivision constitutes approximately the west half of the right-of-way of Street L and the remainder of Street L right-of-way (the "Remainder Right-of-Way") is located on the adjacent lands with municipal address of 3575 Elgin Mills Road E owned by Berczy Elgin Holdings Inc. (the "Adjacent Lands"). The Owner agrees prior to the acceptance of engineering drawings, to provide the City with documentation indicating that the Remainder Right-of-Way has been acquired by the Owner, or that permission has been obtained from the Adjacent Lands to allow the Owner to complete the construction of Street L, in accordance with the accepted engineering drawings.
- b) The Owner covenants and agrees, prior to the registration of any Plan of Subdivision that includes Street L, to make arrangements to acquire the Remainder Right-of-Way from the Adjacent Lands and convey it to the City for road purposes upon the registration of that Plan of Subdivision, free of all costs and encumbrances to the satisfaction of the City Solicitor, to the City.
- c) The Owner covenants and agrees to enter into an agreement with the City and the owner of the Adjacent Lands 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.

## 3.0 Tree Inventory and Tree Preservation Plans

- 3.1 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.
- 3.2 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 Permit or Pre-Servicing Agreement to the satisfaction of the Director of Planning and Urban Design.
- 3.3 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.
- 3.4 The Owner shall submit for approval from the Director of Planning and Urban Design, as part of the tree inventory and tree preservation plan and 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.

3.5 The owner acknowledges and agrees to implement the tree compensation schedule on a phase by phase basis, including submission of an updated Tree Inventory and Preservation Plan and Landscape Plans for each phase of development.

#### 4.0 Community Design

- 4.1 The Owner shall implement and incorporate all requirements of the approved Berczy Glen Community Design Plan into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 4.2 The Owner shall retain a 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.
- 4.3 The Architectural Control Guidelines shall include provisions requiring buildings to comply with the City's Bird Friendly Guidelines.
- 4.4 The Owner shall retain a design consultant acceptable to the City's Director of Planning and Urban Design to implement the Architectural Control Guidelines.
- 4.5 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 control guidelines.
- 4.6 The Owner shall ensure that the design architect for any buildings within this draft plan of subdivision shall not also assume the role of control architect for this draft plan of subdivision.

4.7 The Owner acknowledges and agrees to submit townhouse siting applications for all lane-based townhouses in accordance with the City Site Plan Control By-Law 262-94, as amended, to the satisfaction of the City's Director of Planning and Urban Design.

5.0 Parkland Dedication

5.1 The Owner covenant and agrees that the parkland dedication requirement is 1.060 ha, calculated at a rate of 1 hectare per 300 units, as specified in the Parkland Dedication By-law 195-90, and calculated as follows:

- Number of units (318 units) / 300 = 1.060 ha

5.2 The Owner acknowledges and agrees that the parkland dedication within this draft plans of subdivision shall be a minimum of 1.060 ha, and that this satisfies the parkland dedication requirements for a total of up to but not exceeding the approved draft plan of subdivision unit count.

5.3 The Owner covenants and agrees to convey Park Blocks 170, 171 and 172 to the City, free of all costs and encumbrances to the satisfaction of the Director of Planning and Urban Design, upon registration of the plan of subdivision.

<b>Block Number</b>	<b>Area</b>
Block 170	0.210 ha
Block 171	0.306 ha
Block 172	0.667 ha
<b>Total</b>	<b>1.183 ha</b>

5.4 Conveyance of Park Blocks 170, 171 and 172 results in an over dedication of 0.123 ha. Prior to registration of the subdivision, the over dedication of parkland will be reconciled through one of the approaches listed below. The City reserves the right to require any one of these approaches or a combination thereof, at the discretion of the City's Director of Planning and Urban Design:

- a) A Master Parkland Agreement entered into between the Berczy Glen land owner group and the City;
- b) A parkland dedication credit of 0.123 ha.



- c) Any alternative arrangement at the sole discretion of the Director of Planning and Urban Design.

## 6.0 Landscape Works

- 6.1 Prior to the release for registration of every phase within this Draft Plan of Subdivision, the Owner shall submit landscape plans prepared by a qualified landscape architect based upon: the City of Markham FUA Urban Design Guidelines, the approved Architectural Control Guidelines, the approved Natural Heritage Restoration Plan, and the approved Berczy Glen Community Design, to the satisfaction of the Director of Planning and Urban Design and including the following:
  - a) For all public streets, streetscape plan and street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009;
  - b) A specialized depth of topsoil (200mm) in the entire municipal boulevard to appropriately plant boulevard trees in accordance with the City of Markham Streetscape Manual dated June 2009;
  - c) For all corner lots provide privacy wood screen corner lot fencing as required;
  - d) Noise attenuation fencing as required;
  - e) For all lots backing or flanking onto an Open Space Block , Greenway, Park Block, School Block or SWM Block, provide 1.5m high black vinyl chain-link fence on the property line installed prior to occupancy, as determined appropriate by the Director Planning;
  - f) For all open space, stormwater and walkway blocks provide landscaping;
  - g) A trail network;
  - h) Restoration works identified in the Natural Heritage Restoration Plan;
  - i) Any other landscaping as determined in the Community Design Plan, Architectural Control Guidelines and the Tree Inventory and Compensation Schedule.
- 6.2 The Owner shall construct all landscape works referred to in condition 6.1 in accordance with the approved plans at no cost to the City. The construction of trail network, item 6.1 g), may be eligible for Development Charge credits at the discretion of the Director of Planning and Urban Design.
- 6.3 The Owner shall not permit their builders to charge home purchasers for the items listed in condition 6.1.

6.4 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 6.1a)
- 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 PARKS, WALKWAYS 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.”

#### 7.0 Parkland Servicing

- 7.1 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain, free of stock piles and debris, all, park blocks within the subdivision to the satisfaction of the Director of Planning & Urban Design. The park blocks shall be maintained until such time as the parks have been constructed and formally assumed by the City.
- 7.2 The Owner shall submit grading, servicing and survey plans by a qualified person for all park blocks, to the satisfaction of the Director of Planning & Urban Design.
- 7.3 The Owner shall provide a current geotechnical report by a qualified person all park blocks, to the satisfaction of the Director of Planning & Urban Design.

## 8.0 Trail System

- 8.1 The Owner acknowledges and agrees to implement a trail system in the Open Space and Greenway blocks as per the requirements of the Community Design Plan to the satisfaction of the City's Director of Planning and Urban Design and the City's Director of Engineering. The trail system may be implemented corresponding to the time of the conveyance of the Open Space and Greenway blocks containing sections of the associated Greenway restoration works, and/or the time of construction of restoration works, to the City's Director of Planning and Urban Design's satisfaction. The owner agrees that the trail system shall be implemented and constructed through an agreement between the owners of this draft plan, the other land owners within Berczy Glen Secondary Plan area, and the City.

## 9.0 Financial

- 9.1 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, ecological restoration landscape works and the under-dedicated portion of the parkland dedication requirement.

## 10.0 Municipal Services

- 10.1 The Owner agrees to design and construct all municipal services in accordance with City standards and specifications.
- 10.2 The Owner agrees to design the watermain system to service the development will have a minimum of two independent water supply points to provide for adequate system redundancy and looping for domestic and fire protection purposes to the satisfaction of the Director of Engineering.
- 10.3 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.
- 10.4 The Owner agrees to revise and/or update the accepted functional servicing and stormwater management reports, if directed by the Director of Engineering in the event that field conditions show that the implementation of the servicing and stormwater management strategies recommended in the previously accepted functional servicing and stormwater management reports need to be modified.
- 10.5 The Owner acknowledges that the existing downstream sanitary sewer system on the west side of the Berczy Creek that eventually connects to the York-Durham Sanitary Sewer on 16<sup>th</sup> Avenue will be required to be upgraded to

accommodate the subdivision development on the west side of Berczy Creek (the “West Sanitary Upgrades”). The Owner agrees to enter into a developers’ group agreement for the construction of the East Sanitary Upgrades. The Owner agrees that any developers’ group agreement relating to the construction of the said upgrades shall be to the satisfaction of the Director of Engineering and City Solicitor, and that its respective costs to undertake such upgrades will be financially secured in the Owner’s subdivision agreement. Alternatively, the City may, at the discretion of Director of Engineering, permit the Owner to pay its share of the costs for the West Sanitary Upgrades. The Owner further agrees that payment of its share of the West Sanitary Upgrades shall be made in a form satisfactory to the Director of Engineering upon execution of the Subdivision Agreement.

- 10.6 The Owner acknowledges that the servicing of the lands west of Berczy Creek requires construction of new sanitary sewers and, upgrades to the existing downstream sanitary sewer system that eventually connects to the York-Durham Sanitary Sewer on 16<sup>th</sup> Avenue. For this clause the construction of the new sanitary sewers and the upgrade to the existing downstream sanitary sewers are collectively referred to as the “East Sanitary Upgrades”. The Owner agrees to pay the City upon execution of the subdivision agreement, the Owners’ share for the cost of the East Sanitary Upgrades in accordance with the City’s Area Specific Development Charge to the satisfaction of the Director of Engineering.

Alternatively, the City may at its discretion permit the Owner to enter into a developers’ group agreement for the construction of the East Sanitary Upgrades. The Owner agrees that any developers’ group agreement relating to the construction of the said upgrades shall be to the satisfaction of the Director of Engineering and City Solicitor, and that its costs to undertake such upgrades will be financially secured in the Owner’s subdivision agreement.

- 10.7 The Owner agrees, 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.

- 10.8 The Owner agrees that the sanitary sewer and watermain proposed to be located within the right-of-way of Elgin Mills Road E. to service Blocks 159 and 161 (the “Elgin Mills Services”) is subject to the approval of the Region. Prior to the acceptance of the engineering drawings that show servicing for Blocks 159 and 161, the Owner agrees to obtain approval from the Region for the Elgin Mills Services. In the event the Region does not permit the installation of the Elgin Mills Services, the Owner agrees to re-design the servicing for Blocks 159 and 161 and revise the draft Plan of Subdivision, all to the satisfaction of the Director of Engineering.
- 10.9 The Owner agrees that major overland flows from the subdivision will traverse through external lands not owned by the Owner. The Owner agrees to make the necessary arrangements with the adjacent property owner to construct the overland flow route(s) on the external lands to the downstream receiving stormwater management pond, and convey lands or easement required for the conveyance of overland flows to the satisfaction of the Director of Engineering.
- 10.10 Prior to registration of the draft plan of subdivision, the Owner agrees to make arrangements, to the satisfaction of the Director of Engineering, to acquire from the adjacent landowner and convey to the City, the lands required to construct the stormwater management pond to service the Owner’s subdivision development.
- 10.11 The functional servicing report in support of the draft plan proposes removal of the existing storm outfall and storm sewer within the Owners subdivision that is conveying storm flows from Boyd Court to Berczy Creek (the “Existing Storm Sewer”). The Owner agrees to design and construct an alternative storm sewer to convey storm flows from Boyd Court subdivision, in accordance with accepted drawings and, secure additional easements if required, all at its own cost and to the satisfaction of the Director of Engineering and City Solicitor (the “Alternate Sewer”). The Owner agrees to maintain the Alternate Sewer until such time the Alternate Sewer is accepted for maintenance by the City.
- 10.12 The Owner acknowledges that the sanitary sewer required to service the Owner’s development will be required to be extended either along Warden Avenue and Major Mackenzie Drive east, or, through external lands east of Warden Avenue (the “External Lands”) owned by the City and other property owner(s) (the “External Owners”). In the event the Owner is required to advance the construction of the sanitary sewer extension through the External Lands to service the Owner’s development, the Owner agrees to coordinate the design and alignment of the sanitary sewer extension with the External Owners

and use best efforts to ensure the alignment of sanitary sewer extension will be in its ultimate location, to the satisfaction of the Director of Engineering. The Owner further agrees that any sewers not in its ultimate will be considered a temporary sewer (“Temporary Sewer”) and will not be assumed by the City.

#### 11.0 Lands to be Conveyed to the City Easements

- 11.1 The Owner agrees to grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the Plan of Subdivision. The Owner also agrees to provide for any easements and works external to the draft Plan of Subdivision, including works within Hydro One Lands, necessary to connect watermains and storm and sanitary sewers to existing watermains, stormwater management facilities and sanitary sewers to the satisfaction of the City. The Owner agrees to construct the lands within the limit of the easement in a manner satisfactory to the Director of Engineering to allow the municipal services within the easement to be properly maintained by the City.
- 11.2 The Owner agrees to convey 0.3 metre reserves at the end(s) of Streets A, E, J and K, and along Street L to the City, free of all costs and encumbrances, upon registration of the Plan of Subdivision.
- 11.3 The Owner agrees to convey Block 180 and Block 181 to the City, for stormwater management purposes, free of all costs and encumbrances, to the satisfaction of the City upon registration of the Plan of Subdivision.

#### 12. Utilities

- 12.1 The Owner agrees that hydro-electric, telephone, District Energy System, 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.
- 12.2 The Owner agrees to enter into any agreement or agreements required by any applicable utility companies, including Powerstream, Enwave, Enbridge, telecommunications companies, etc.
- 12.3 The Owner agrees 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.
- 12.4 The Owner agrees 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.

- 12.5 The Owner covenants and agrees 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.
- 12.6 The Owner acknowledges and agrees 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.
- 12.7 The owner shall covenant and agree in the subdivision agreement to be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 12.8 The Owner shall covenant and agree in the subdivision agreement to provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
  - a) An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on.
  - b) Any required walkway across the boulevard.
  - c) Any required curb depressions for wheelchair access.
- 12.9 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.
- 12.10 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.

### 13. Development Charges

- 13.1 The City acknowledges and agrees that the portion of collector road right-of-way exceeding 23.5 metres width in the draft plan of subdivision are eligible for City Wide Development Charge Credits and agrees to reimburse the Owner for

their portion of the construction and property costs associated with roads identified as Street A (Collector Road H to North End Hydro Corridor) and Street L (Warden Avenue to Elgin Mills Road) within the plan of subdivision. The maximum Development Charge Credits available to the Owner shall be the lesser of the Actual Capital Cost of the Works or the cost of the Works as established in the 2017 Development Charges Background Study and, shall be completed through an agreement and be consistent with the City's Development Charges Credit and Reimbursement Policy. The Owner and City acknowledge and agree that the cost included in the 2017 Development Charges Background Study for this portion of the works is nine hundred and sixty-nine thousand, four hundred and eighty dollars (\$969,480.00) and represents the maximum development charge credits to be granted.

- 13.2 The Owner further acknowledges and agrees that a collector road, Street L, in the Owner's draft plan of subdivision has a right-of-way partially within lands not owned by the Owner. The Development Charge Credit for Street L will be applied to the landowner that has acquired and owns the lands that comprise the full right-of-way of the collector roads and advances the construction of such collector roads.

#### 14. Environmental Clearance

- 14.1 The Owner agrees 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 Pursuant to the Planning Act.
- 14.2 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.
- 14.3 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(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 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.

- 14.4 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.
- 14.5 The Owner agrees to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. The Owner further agrees 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.

15. Heritage

- 15.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners 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) 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 prior to the issuance of a letter from the Ministry of Culture to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 15.2 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 Culture.
- 15.3 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.

- 15.4 The Owner covenants and agrees to retain the Heritage Building (Thomas Frisby Jr. House), known municipally as 3151 Elgin Mills Road on Block 169 (Heritage House Block),
- 15.5 The Owner covenants and agrees to protect and conserve the Heritage Building through the following means:
- a) To keep the Heritage Building occupied for as long as possible prior to commencement of site/construction work to prevent vandalism and deterioration;
  - b) To maintain the Heritage Building in good and sound conditions at all times prior to and during the development of the property;
  - c) Once the Heritage Building is unoccupied, to undertake the following to prevent vandalism and deterioration:
    - i) secure and protect the building from damage through the requirements outlined in the City of Markham's Property Standards By-law (Part III – Heritage Buildings), and the Keep Markham Beautiful (Maintenance) By-law including Section 8 – Vacant Heritage Property;
    - ii) erect a "No-trespassing" sign in a visible location on the property indicating that the Heritage Building is to be preserved onsite and should not be vandalized and/or scavenged; and
    - iii) install a 8 ft high fence around the perimeter of the house to protect the dwelling until the completion of construction in the vicinity or the commencement of long-term occupancy of the dwelling as confirmed by City (Heritage Section) staff.
- 15.6 Prior to final approval of the plan of subdivision or any phase thereof, the Owner is to implement the following measures to protect the Heritage Building:
- a) The Owner is to provide at its expense a legal survey of the Heritage Building to facilitate the registration of the designation by-law and Heritage Easement Agreement on the created/proposed lot(s);
  - b) The Owner is to enter into a Heritage Easement Agreement for the Heritage Building with the City;
  - c) The Owner is to permit the designation of the property under Part IV of the Ontario Heritage Act;
  - d) The Owner is to provide a Letter of Credit for the Heritage Building to ensure the preservation of the existing building within its lot (total \$250,000). The letter of credit shall be retained for use by the City and shall not be released until the following has been addressed:

- i) construction and grading on the subject lands and adjacent lots, and roads have been completed to the satisfaction of the City (Commissioner of Development Services),
  - ii) the building has been connected to municipal services,
  - iii) the exterior restoration of the Heritage Building is complete,
  - iv) the buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
  - v) all other heritage requirements of the Subdivision Agreement have been completed;
- e) The Owner is to enter into a site plan agreement with the City for the Heritage Building, containing details on the site plan such as driveway, grading, connections to municipal services, trees to be preserved and detailed elevations outlining the proposed restoration plan, any additions and alterations, and any proposed garage.

15.7 The owner shall covenant and agree in the subdivision agreement to preserve the Heritage Building through the following means:

- a) to provide and implement a traditional restoration plan for the Heritage Building, prepared by a qualified architect with demonstrated experience in heritage restoration projects, that would be reviewed and approved by the City (Heritage Section). The restoration plan is to be included in a site plan agreement for the property and the work secured through a \$250,000 Letter of Credit as mentioned in clause 15.6 (d);
- b) to complete the exterior restoration of the Heritage Building, connection of all municipal services to the allocated lot (water, gas, hydro, cable, telephone etc.) and ensure basic standards of occupancy as confirmed by Building Standards Department within two years of registration of the plan of subdivision;
- c) to ensure that the architectural design and elevations of dwellings proposed for adjacent lots is compatible with the restored heritage dwelling;
- d) to ensure that the final proposed grading on the lots adjacent to Heritage Building is consistent with the existing historic grading of the Heritage Building lot;

- e) To ensure that the historic front of the Heritage Building retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing;
- 15.8 The Owner shall covenant and agree in the subdivision agreement to prepare and implement a marketing plan, to the satisfaction of the Commissioner of Development Services, which details the ways and means the Heritage Building will be marketed to prospective purchasers;
- 15.9 The Owner shall covenant and agree in the subdivision agreement to provide notice and commemoration of the Heritage Building through the following means:
- a) to provide and install at its cost, an interpretative baked enamel plaque for each Heritage Building(s), in a publicly visible location on the property. The plaque is to be designed according to the specifications of the "Markham Remembered" program, and outline the history of the house. Details of the design and location of the plaque are to be submitted for review and approval of the City (Heritage Section);
  - b) to include the following notice in each Offer of Purchase and Sale for the Heritage Building:  
  
"Purchasers are advised that the existing building on this property is designated pursuant to the Ontario Heritage Act, and is subject to a heritage easement agreement with the City of Markham. Any proposed additions or alterations to the exterior of the existing dwelling shall be subject to review and approval of plans by the City."
- 15.10 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 15.1 to 15.9, inclusive, have been satisfied.

16. Well Monitoring Program and Mitigation Plan

- 16.1 Prior to the finalizing of pre-servicing agreement or subdivision agreement, whichever is earlier, the Owner agrees to complete a hydrogeological assessment report to ensure there is no impacts to the shallow and/or deep groundwater and to any of the existing active wells found within the Zone of Influence (ZOI) as determined by the consultant. The Owner further agrees to implement any mitigation measures recommended in the hydrogeological assessment report to the satisfaction of the Director of Engineering.

17. Streetlight Types

- 17.1 The Owner agrees to contact the Engineering Department 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.

18. Other City Requirements

- 18.1 Prior to final approval of the draft plan or any phase thereof, the Owner shall enter into a Developers Group Agreement(s) to ensure the provision of community and common facilities such as school sites, municipal services, parks and public roads in the Berczy Glen Secondary Plan area, to the satisfaction of the City (Commissioner of Development Services and City Solicitor), and a certificate confirming completion of such agreement(s) shall be provided to the City by the Developers Group Trustee to the satisfaction of the City Solicitor.

- 18.2 That the Owner covenants and agrees to provide written clearance from the Trustee of the Berczy Glen Secondary Plan Landowners Group respecting all of the lands within the draft plan, prior to registration of the draft plan for the proposed development or any portion of the subject lands within the draft plan, to the satisfaction of the Director of Planning and Urban Design.

- 18.3 The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder, or their real estate agents:

Parks by type, including Park and Open Space Concept Plans and Streetscape Plans; stormwater management ponds and related facilities; schools by type; place of worship sites; other institutional sites by type; commercial sites by type; other surrounding land uses and facilities as specified by the City; existing or future: 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.

- 18.4 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.

- 18.5 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 acceptable access for firefighting equipment is available. The Owner shall further covenant and agree that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or his designate.

- 18.6 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.
- 18.7 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
  - (a) the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
  - (b) the City's zoning by-law restricts the width of the driveway, this width does not allow two cars to park side by side; and,
  - (c) overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City
- 18.8 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.
- 18.9 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.
- 18.10 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.
- 18.11 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.

- 18.12 The Owner shall covenant and agree that all Agreements of Purchase and Sale for Lots 54 to 158 (inclusive), lot 188, Blocks 159 to 169 (inclusive) in the Subdivision shall include the following warning clauses, to the satisfaction of the City Solicitor:
- a) Lots 54 to 158 (INCLUSIVE), lot 188 AND Blocks 159 to 169 (INCLUSIVE) IN THE SUBDIVISION ARE HEATED AND COOLED SOLELY BY A PRIVATELY OWNED DISTRICT GEOTHERMAL ENERGY SYSTEM (THE "**DISTRICT ENERGY SYSTEM**").
  - b) ALL PURCHASERS OF LOTS 54 to 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 to 169 (INCLUSIVE) IN THE SUBDIVISION WILL BE REQUIRED TO ENTER INTO SERVICE CONTRACTS WITH A PRIVATE COMPANY TO PURCHASE HEATING AND COOLING SERVICES FOR THEIR LOT GENERATED THROUGH THE DISTRICT ENERGY SYSTEM. BEFORE PURCHASING A LOT IN THE SUBDIVISION, PURCHASERS SHOULD THOROUGHLY REVIEW THESE SERVICE CONTRACTS TO ENSURE THAT THEY UNDERSTAND THE TERMS. PURCHASERS SHOULD ALSO REVIEW THE INFORMATION PACKAGE ATTACHED TO THIS AGREEMENT OF PURCHASE AND SALE AS A SCHEDULE.
  - (c) THE ONTARIO ENERGY BOARD IS ONTARIO'S INDEPENDENT ENERGY REGULATOR, WHOSE MANDATE INCLUDES REGULATING ENERGY COMPANIES AND PROVIDING CONSUMER PROTECTION. THE ONTARIO ENERGY BOARD DOES NOT REGULATE HEATING AND COOLING SERVICES BEING GENERATED THROUGH THE DISTRICT ENERGY SYSTEM. THE HEATING AND COOLING SERVICES PROVIDED BY THE PRIVATE COMPANY TO LOTS 54 to 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 to 169 (INCLUSIVE) IN THIS SUBDIVISION ARE NOT REGULATED BY THE ONTARIO ENERGY BOARD OR ANY OTHER ENTITY. ACCORDINGLY, THERE IS NO OVERSIGHT FROM THE ONTARIO ENERGY BOARD OR ANY OTHER ENTITY ON THE HEATING AND COOLING SERVICES BEING PROVIDED TO LOTS LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) THIS SUBDIVISION, INCLUDING THE LEVEL OF SERVICE AND THE SETTING OF RATES CHARGED TO CONSUMERS FOR HEATING AND COOLING SERVICES.
  - d) THE CORPORATION OF THE CITY OF MARKHAM (THE "CITY") IS NOT AFFILIATED WITH THE PRIVATE COMPANY THAT OWNS THE DISTRICT ENERGY SYSTEM OR THE PRIVATE COMPANY

PROVIDING THE HEATING AND COOLING SERVICES TO LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION. THE CITY IS NOT RESPONSIBLE FOR ANY MATTER RELATING TO THE DISTRICT ENERGY SYSTEM AND THE HEATING AND COOLING SERVICES BEING PROVIDED TO LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CITY IS NOT RESPONSIBLE IN ANY WAY FOR THE FAILURE OF THE DISTRICT ENERGY SYSTEM OR ANY MATTER RELATING TO THE PROVISION OF HEATING AND COOLING SERVICES TO LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION.

- e) EACH PURCHASER OF LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) SUBDIVISION HEREBY RELEASE THE CITY, ITS OFFICERS, COUNCIL MEMBERS, DIRECTORS, EMPLOYEES AND AFFILIATES (COLLECTIVELY, THE “CITY’S REPRESENTATIVES”) FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION, SUITS, DEBTS, COSTS, DUES, ACCOUNTS, COVENANTS, CONTRACTS, DEMANDS, PROCEEDINGS AND CLAIMS FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER WHICH THE PURCHASER HAS, HAD, NOW HAVE OR MAY HEREAFTER HAVE AGAINST THE CITY AND/OR ANY OF THE CITY’S REPRESENTATIVES RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE DISTRICT ENERGY SYSTEM AND/OR THE HEATING AND COOLING SERVICES OR LACK OF HEATING AND COOLING SERVICES PROVIDED TO LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION.

18.13 Prior to final approval of the subdivision by the City, the Owner agrees to provide its solicitor’s confirmation that the warning clauses set out in Condition 19.12 have been included in all applicable Agreements of Purchase and Sale to ensure that purchasers are aware that Lots 54 to 158 (inclusive), Lot 188 and Blocks 159 to 169 (inclusive) in the Subdivision is heated and cooled solely by the District Energy System, that the heating and cooling services being provided are unregulated by the Ontario Energy Board and that the City of Markham is not responsible for any matter relating to the District Energy System or the provision of heating and cooling services to Lots 54 to 158 (inclusive) Lot 188 and Blocks 159 to 169 (inclusive) the Subdivision.

18.14 The Owner covenants and agrees that the following clause will be included in the subdivision agreement:



ALL PURCHASERS OF LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION ARE HEREBY NOTIFIED AS FOLLOWS:

- a) LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION) ARE HEATED AND COOLED SOLELY BY A PRIVATELY OWNED DISTRICT GEOTHERMAL ENERGY SYSTEM (THE “**DISTRICT ENERGY SYSTEM**”).
- b) ALL PURCHASERS AND/OR OWNERS OF LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION WILL BE REQUIRED TO ENTER INTO SERVICE CONTRACTS WITH A PRIVATE COMPANY TO PURCHASE HEATING AND COOLING SERVICES FOR THEIR UNIT GENERATED THROUGH THE DISTRICT ENERGY SYSTEM. BEFORE BUYING ANY OF LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION, PURCHASERS AND/OR OWNERS SHOULD THOROUGHLY REVIEW THESE SERVICE CONTRACTS TO ENSURE THAT THEY UNDERSTAND THE TERMS. THE PURCHASERS AND/OR OWNERS SHOULD ALSO REVIEW THE INFORMATION PACKAGE ATTACHED TO THIS AGREEMENT AS SCHEDULE.
- c) THE ONTARIO ENERGY BOARD IS ONTARIO’S INDEPENDENT ENERGY REGULATOR, WHOSE MANDATE INCLUDES REGULATING ENERGY COMPANIES AND PROVIDING CONSUMER PROTECTION. THE ONTARIO ENERGY BOARD DOES NOT REGULATE HEATING AND COOLING SERVICES BEING GENERATED THROUGH THIS OR ANY DISTRICT ENERGY SYSTEM. THE HEATING AND COOLING SERVICES PROVIDED BY THE PRIVATE COMPANY TO LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION ARE NOT REGULATED BY THE ONTARIO ENERGY BOARD OR ANY OTHER ENTITY. ACCORDINGLY, THERE IS NO OVERSIGHT FROM THE ONTARIO ENERGY BOARD OR ANY OTHER ENTITY ON THE HEATING AND COOLING SERVICES BEING PROVIDED TO THIS SUBDIVISION, INCLUDING THE LEVEL OF SERVICE AND THE SETTING OF RATES CHARGED TO CONSUMERS FOR HEATING AND COOLING SERVICES.
- d) THE CORPORATION OF THE CITY OF MARKHAM (THE “CITY”) IS NOT AFFILIATED WITH THE PRIVATE COMPANY THAT OWNS THE DISTRICT ENERGY SYSTEM OR THE PRIVATE COMPANY PROVIDING THE HEATING AND COOLING SERVICES TO THE SUBDIVISION. THE CITY IS NOT RESPONSIBLE FOR ANY MATTER RELATING TO THE DISTRICT ENERGY SYSTEM AND THE

HEATING AND COOLING SERVICES BEING PROVIDED TO LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CITY IS NOT RESPONSIBLE IN ANY WAY FOR THE FAILURE OF THE DISTRICT ENERGY SYSTEM OR ANY MATTER RELATING TO THE PROVISION OF HEATING AND COOLING SERVICES TO LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION.

- e) EACH OCCUPANT, PURCHASER AND/OR OWNER OF LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION HEREBY RELEASE THE CITY, ITS OFFICERS, COUNCIL MEMBERS, DIRECTORS, EMPLOYEES AND AFFILIATES (COLLECTIVELY, THE “CITY’S REPRESENTATIVES”) FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION, SUITS, DEBTS, COSTS, DUES, ACCOUNTS, COVENANTS, CONTRACTS, DEMANDS, PROCEEDINGS AND CLAIMS FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER WHICH THE PURCHASER HAD, NOW HAVE OR MAY HEREAFTER HAVE AGAINST THE CITY AND/OR ITS REPRESENTATIVES RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY TO THE DISTRICT ENERGY SYSTEM AND/OR THE HEATING AND COOLING SERVICES OR LACK OF HEATING AND COOLING SERVICES PROVIDED TO LOTS 54 TO 158 (INCLUSIVE), LOT 188 AND BLOCKS 159 TO 169 (INCLUSIVE) IN THE SUBDIVISION.

18.15 The Owner shall provide each purchaser of lots 54 to 158 (inclusive), lot 188 and blocks 159 to 169 (inclusive) in the subdivision, an information package (“Information Package”) attached as a schedule to all Offers of Purchase and Sale for lots 54 to 158 (inclusive), lot 188 and blocks 159 to 169 (inclusive) in the subdivision, satisfactory to the City Solicitor, which shall include the following information:

- a) An explanation of how the geothermal heating and cooling system works to provide heating and cooling services to the Subdivision.
- b) Notice to the purchasers that the heating and cooling services to be provided in the Subdivision are not regulated by the Ontario Energy Board or any other entity.
- c) Notice to the purchasers that with respect to the heating and cooling services being provided in the Subdivision, the rates charged to consumers and the service levels will not be regulated by the Ontario Energy Board or any other entity.
- d) A summary of the major terms of the service contract to be entered by each purchaser of Units and the private company providing the heating and

cooling services, which terms shall include how homeowners will be charged.

- e) Notice to the purchasers that the City is not responsible for any matter relating to the District Energy System and the heating and cooling services being provided to the Subdivision.

The Information Package shall also be attached as a schedule to the Subdivision Agreement to provide information to future owners of lots 54 to 158 (inclusive), lot 188, blocks 159 to 169 (inclusive) in the Subdivision.

18.16 The Owner shall covenant and agree that prior to any construction or site alteration on the Lands (including, without limitation, any construction permitted under any pre-servicing agreement or site alteration permit):

- a) The City and Enwave Energy Corporation, or its affiliate (“Enwave”) shall have entered into a municipal access agreement, on the City’s form to the satisfaction of the City Solicitor, and the City’s Commissioner of Community and Fire Services to provide Enwave with access to the City’s public highways in the Subdivision to construct, maintain and repair its geothermal heating and cooling system and Enwave shall have paid to the City any fees for use of the public highways due on execution of the agreement; and,
- b) Enwave shall have acquired easements from the City, on the City’s form to the satisfaction of the City Solicitor, over City owned lands, in locations approved by the City’s Manager of Real Property, to provide Enwave Energy Corporation access on City lands to construct, maintain and repair its geothermal heating and cooling system and Enwave shall have paid to the City the purchase price for acquiring the easement.

18.17 Notwithstanding Condition 18.16, the Owner may apply for, and the City may issue a site alteration permit to the Owner (in accordance with the City’s Site Alteration By-law 2011-232, as amended), provided that the City’s Director of Engineering is satisfied that no works related to the District Energy System will be constructed under the site alteration permit. The Owner shall ensure that no construction work for the District Energy System takes place in advance of the requirements of Condition 18.16.

18.18 The Owner shall covenant and agree in the Subdivision Agreement to indemnify the City and the City’s Representatives from any matters, actions, causes of action, suits, debts, costs, dues, accounts, covenants, contracts, demands, proceedings and claims for injuries, losses or damages of any kind related to the District Energy System including without limitations the invoicing, construction, maintenance, operation, alteration, repair, replacement, and inspection of the geothermal infrastructure..

- 18.19 The Owner shall covenant and agree in the Subdivision Agreement to indemnify the City from any matters related to the District Energy System should a failure of the City infrastructure affect their operation. The Owner acknowledges and agrees that the City does not guarantee a constant level of service or the maintenance of unvaried pressure or quality or supply of Water and is not liable for damages to the District Energy System caused by the breaking of any water service pipe for shutting off water to repair of City infrastructure.
- 18.20 The Owner shall make arrangements for Enbridge to install gas mains and gas connections to each house (collectively, “**Enbridge Infrastructure**”) on Lots 54 to 158 (inclusive), Lot 188 and Blocks 159 to 169 (inclusive) in the Subdivision sufficient to provide natural gas to operate traditional HVAC equipment as an alternative heating system to homes in the above noted lots and blocks in the Subdivision. The Owner agrees that it will not be eligible for a reduction of any amount of the letters of credit that it has provided as security in the Subdivision Agreement until such time that the Director of Engineering has received a letter from the Owner’s Consulting Engineer certifying that the Enbridge Infrastructure has been installed in accordance with the drawings accepted by the Director of Engineering.
- 18.21 The Owner agrees to provide each unit being serviced by the District Energy System in the Draft Plan of Subdivision with a rough-in for a natural gas connection for a furnace in the location inside the unit where a furnace can be installed to easily replace the District Energy System components in the unit with no ductwork changes to the unit.
- 18.22 The Owner agrees that in the event that the geexchange district heating and cooling system fails to meet the Standard (as defined) at any time within three years following the date that occupancy permits have been granted for such units, Mattamy shall, if the City requires, install at its sole cost and expense, a natural gas furnace in each unit in the Subdivision being heated and cooled by the geexchange district heating and cooling system. Prior to the finalization of the MAA and the Easements, Mattamy, the City and Enwave shall agree on wording for this obligation to detail how it will be implemented.
- “Standard” shall be a service standard acceptable to the City’s Director of Sustainability and Asset Management.
- 18.23 The Owner covenants and agrees to convey all Open Space and Greenway blocks to the City of Markham in a physical condition to the satisfaction of the City.
- 18.24 The Owner covenants and agrees to implement the recommendations of the Environmental Impact Study prepared by R.J. Burnside & Associated Ltd and dated Sept 2019.
- 18.25 That prior to final approval of the draft plan, the Owner agrees to prepare a Natural Heritage Restoration Plan for all Greenway, SWM pond and Open Space

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

- a) Recommendations of the Environmental Impact Study prepared by R.J. Burnside & Associates Ltd. and dated Sept 2019;
- b) Markham Natural Heritage Staff comments dated October 10, 2019;
- c) Fencing where the Greenway System abuts residential lands;
- d) Design, alignment and construction of the Greenway trails; and,
- e) Removal of garbage within all the Greenway and Open Space lands

18.26 The Owner covenants and agrees to provide a Letter of Credit in the subdivision agreement to secure the ecological restoration and trail construction works identified in the Natural Heritage Restoration Plan.

18.27 The Owner covenants and agrees to retain a qualified ecologist to monitor the ecological restoration works for a minimum of two years and to provide a monitoring report to the satisfaction of the Director of Planning and Urban Design. The monitoring report shall address the overall survival rates of plant material, concentrations of invasive species, and unforeseen changes to wildlife habitat. The Owner covenants and agrees to implement any reasonable measures deemed necessary by the qualified ecologist to ensure the overall success of the Natural Heritage Restoration Plan.

18.28 The Owner covenants and agrees to include warning clauses in all agreements of purchase and sale for any lot abutting a Greenway, SWM Pond or Open Space block providing notice that:

- a) Lands adjacent to this property have been conveyed to the City of Markham for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste, and removal of grass and vegetation are not permitted on city-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails are planned to be constructed within the valley system which may result in pedestrian traffic and noise.

18.29 The Owner covenants and agrees to prepare and distribute a natural heritage stewardship guide to all purchasers abutting a Greenway, SWM Pond or Open Space block.

18.30 The Owner covenant and agrees in the subdivision agreement to commit to working with the City to determine which recommendations from the Community Energy Plan are feasible for implementation.

## 19.0 Hydro One

- 19.1 Any proposed secondary land use on the transmission corridor is processed through the Provincial Secondary Land Use Program (PSLUP). The developer must contact Maria Agnew, Senior Coordinator Real Estate at 905-946-6275 to discuss all aspects of the subdivision design, ensure all of HONI's technical requirements are met to its satisfaction, and acquire the applicable agreements.
- 19.2 Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.
- 19.3 Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.
- 19.4 At the developer's expense, temporary fencing must be placed along the transmission corridor prior to construction, and permanent fencing must be erected along the common property line after construction is completed.
- 19.5 The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer. The developer will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.
- 19.6 This letter and the conditions contained therein should in no way be construed as permission for or an endorsement of proposed location(s) for any road crossing(s) contemplated for the proposed development. This permission may be specifically granted by OILC under separate agreement(s). Proposals for any secondary land use including road crossings on the transmission corridor are processed through PSLUP. HONI, as OILC's service provider, will review detailed engineering plans for such proposals separately, in order to obtain final approval.

Should approval for a road crossing be granted, the developer shall then make arrangements satisfactory to OILC and HONI for the dedication and transfer of the proposed road allowance directly to the City of Markham. Access to, and road construction on the transmission corridor is not to occur until the legal transfer(s) of lands or interests are completed.

19.7 The transmission lines abutting the subject lands operate at either 500,000, 230,000 or 115,000 volts. Section 188 of Regulation 213/91 pursuant to the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV conductor. The distance for 230 kV conductors is 4.5 metres (15 feet), and for 115 kV conductors it is 3 metres (10 feet). It is the developer's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.

## 20.0 York Region

20.1 The Owner covenants and agrees to include the following conditions in the Subdivision Agreement:

- (a) 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.
- (b) The Owner shall agree that any direct connection(s) to and/or the crossing(s) of a York Region water or wastewater system requires Regional approval prior to construction. Engineering drawings showing details of the connection(s) and/or crossing(s) shall be submitted to the Community Planning and Development Services for approval.
- (c) The Owner shall agree, in wording satisfactory to Development Engineering, that the construction of the local road connection to Rinas Avenue will be provided as part of the first phase of development.
- (d) The Owner shall agree, in wording satisfactory to Development Engineering, to implement the recommendations of the Transportation Mobility Plan Study, Transportation Demand Management and the Detailed Phasing Plan, to the satisfaction of the Region.
- (e) The Owner shall agree to reserve an unobstructed location for the future construction of passenger standing areas/shelter pads identified below:

On Street: Elgin Mills Road  
At Street: Street A  
Location: SW corner  
Standard Specifications: 1.02

On Street: Elgin Mills Road  
At Street: Street L  
Location: SW corner

Standard Specifications: 1.02

On Street: Street L

At Street: Street I

Location: in between Blocks 35 and 40

Standard Specifications: 1.02

Landscaping should not interfere with the bus stops, passenger standing areas, shelters or corner sightlines. Bus stops located in front of the employment areas shall be incorporated into the landscape design.

- (f) The Owner shall agree, in wording satisfactory to Development Engineering, to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.

20.2 The Owner covenants and agrees that prior to final approval of the plan, that:

- (a) York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the City of Markham for the development proposed within this draft plan of subdivision or any phase thereof.
- (b) The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- (c) The Owner shall provide a demonstration plan for the property at 3237 Elgin Mills Road that illustrates how vehicular interconnection will be provided, to the satisfaction of the Region.
- (d) The Owner shall demonstrate that Phase 1 of the proposed development will include the construction of the local road connection to Rinas Avenue.
- (e) The Owner shall provide a Master Environmental Servicing Plan Transportation Study, to the satisfaction of the Region.
- (f) The Owner shall provide a detailed phasing plan for the Berczy Glen Secondary Plan, to the satisfaction of the Region.
- (g) The Owner shall provide a Transportation Mobility Plan Study, to the satisfaction of the Region.
- (h) Concurrent with the submission of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of



engineering drawings, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:

- i) Plan and Profile for the road and intersections;
  - ii) Grading and Servicing;
  - iii) Intersection/Road Improvements, including the recommendations of the Traffic Report;
  - iv) Signalization and Illumination Designs;
  - v) Requirements of York Region Transit/Viva;
  - vi) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
  - vii) Functional Servicing Report;
  - viii) Stormwater Management Report;
  - ix) Water supply and distribution report and model.
- (i) The Owner shall provide a revised Draft Plan of Subdivision that identifies the 15m x 15m daylight trapezoids at the Street “A” and Elgin Mills Road intersection and the Street “L” and Elgin Mills Road intersection, as separate blocks to be conveyed to the City to become part of the Elgin Mills Road road allowance.
- (j) 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.
- (k) 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.
- (l) The Regional Corporate Services Department shall advise that Condition 20 has been satisfied.

## 21.0 Toronto and Region Conservation Authority

- 21.1 The Owner shall covenant and agree in the subdivision agreement that *prior to* any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
- a) A final Environmental Impact Study (EIS), including detailed impact mitigation, restoration and enhancement recommendations and plans to the

satisfaction of the TRCA. This report shall also outline measures to be taken to avoid contravention of the Migratory Birds Convention Act.

- b) Detailed engineering report and plans for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan and TRCA requirements, to the satisfaction of the TRCA. This report and plans shall include:
  - i) Plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how target flows as identified in the subwatershed study and within the approved MESP will be achieved during and post-development;
  - ii) Appropriate Stormwater Management Practices (SWMP's) to be used to treat stormwater, to mitigate the impacts of development on the quality of ground and surface water resources (including thermal and turbidity impacts). This must include identification of potential construction and permanent impacts to impacted or receiving natural systems.
  - iii) Proposed methods for controlling or minimizing erosion and sediment on-site in accordance with current Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and an ESC report must address phasing and staging, demonstrate how impacts to the NHS will be mitigated. The report will also have specific plans for ESC monitoring and reporting, as required by TRCA. All areas to be protected must be effectively isolated through appropriate measures prior to any site alteration being initiated. The ESC report and strategy shall also integrate all relevant mitigation measures included in the EIS. As part of the Erosion and Sediment Control Report, the identification of vulnerable receiving features is required.
  - iv) Location and description of all SWM and foundation drain collector outlets and other SWM infrastructure within and adjacent to the Greenway System, including a detailed analysis of any potential associated grade modifications and vegetation removal and all feasible mitigation measures to the satisfaction of the TRCA. This includes demonstrated consistency with the MESP with respect to location of outfalls to minimize the impacts to sensitive natural heritage features. Should red-line revisions to stormwater management pond blocks be necessary to meet the requirements of the TRCA, these alterations to expand blocks, or modify the size or configuration shall occur on lands within this subdivision which are currently proposed for development;

- v) The integration of Low Impact Development (LID) measures and source and conveyance controls to mimic to the extent possible, pre-development hydrology and to reduce post-development runoff volumes. Multiple LID measures shall be used as part of an overall treatment train approach, consistent with the subwatershed study, to the satisfaction of the TRCA. the size and location of all LID measures associated with this development shall be confirmed to the satisfaction of the TRCA. Specific site water balance targets, and methods and locations for implementation of LIDs shall be provided;
- vi) Identification and quantification of the specific measures that are being employed to ensure that there will be no predicted erosion related impacts on downstream areas (during and post construction), which are to be integrated into the stormwater management plan to the satisfaction of the TRCA. The report must identify in detail, how downstream erosion associated with flows generated from this development is being avoided;
- vii) Detailed design of all proposed infiltration and low-impact development measures that are to be employed, demonstrating that TRCA's requirements, which include but are not limited to quality and quantity requirements, have been satisfied. Demonstration of how the receiving stormwater management ponds are being managed during the construction phase while some or all of the LIDs are not in operation.;
- viii) Demonstrate how the pre-development drainage patterns are being preserved, post- development (to the greatest extent possible), in accordance with the approved MESP. The report shall include an impact mitigation report which demonstrates how construction and development shall minimize the potential impacts any flow diversion on the natural systems on or off the subject property, and including any broader impacts upon the sub watershed. Alterations to the approved drainage patterns in the Subwatershed Study (SWS) will require a reassessment of the SWS model utilized, and model calibration to demonstrate how the feature-based water balance is maintained;
- ix) All stormwater outfalls, outflow channels and/or flow dispersal measures associated with stormwater management discharge, be designed to incorporate TRCA's design guidelines. This includes regard for additional enhancements to water quality, quantity control, mitigation of thermal impacts to the receiving habitat, reduce potential erosion and maximize potential infiltration, and integrate naturalized outlet channels where applicable, to the satisfaction of the TRCA;

- x) All applicable plans illustrating that all works, site alterations, construction staging, or materials associated with these activities, will not encroach or be placed on lands to be conveyed to a public agency as part of this plan of subdivision.
- xi) Identification of any proposed FDCs, with an assessment of anticipated flow volumes, and potential opportunities to promote infiltration or appropriately convey the groundwater to the Natural Heritage Features. The FDC outlet locations shall be coordinated with adjacent landowners to minimize impacts and maximize potential benefits. The SWS model may need to be updated and the Feature Based Water Balance should be updated to account for any such measures.
- xii) A comprehensive assessment of the construction methodology, area of impact, phasing, impact mitigation, contingency measures, stabilization and restoration proposed for all infrastructure crossings proposed within the Greenway system for all such infrastructure being constructed by the developer.

21.2 The Owner shall covenant and agree in the subdivision agreement that prior to any development, pre-servicing or site alteration, or registration (final approval) of this plan or any phase thereof, the applicant shall submit an application to attain the approval of the TRCA for:

- a) Grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to natural feature blocks, associated environmental buffers, or adjacent landowners not yet draft approved. Grading encroachment within the established environmental buffers (as determined on a site by site basis) shall not be permitted unless otherwise agreed upon by the Town and the TRCA.
- b) An adequate hydrogeological assessment, demonstrating that the groundwater related requirements of the SWS and MESP are being met or exceeded. The report shall:
  - i) provide a ground water constraint assessment that will examine existing and proposed ground water levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. Interactions between untreated (or insufficiently treated) surface and groundwater, shallow ground water, any necessary mitigation and dewatering requirements must be identified.

- ii) Assess the need for liners associated with the stormwater management system, and suitable liners shall be provided where necessary. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated;
  - iii) Provide information detailing all anticipated temporary or passive dewatering that may be required during the construction phase, including anticipated volumes, duration, discharge locations, and filtration media - as required, to the satisfaction of the TRCA.
- c) Detailed plans for all proposed trails, identifying that potential impacts to the environmental buffers in which they are to be located have been minimized to the greatest possible extent. These shall include identification of how the impact has been minimized through location of the proposed trail, proposed grade modification and area of disturbance, proposed lighting impact mitigation, design and surfacing. As part of the supporting analysis, the applicant shall consider the integration of SiltSoxx for trail construction.
- d) Detailed water balance and feature-based water balance assessments that will identify measures that will be implemented during construction and post-construction to: mimic the pre-development surface and groundwater water balance to the greatest possible extent; maintain pre-development flow regimes and hydroperiods (e.g. quality, volume, rate, duration, timing, frequency and spatial distribution of water) to significant natural features - including but not necessarily limited to wetlands, watercourses, woodlands; provide for on- site retention of precipitation on-site in accordance with the SWS and MESP to the satisfaction of the TRCA; mitigate against any potential on-site or downstream erosion associated with the stormwater management system; maintain and not exceed target flows to downstream wetlands and watercourses, to the satisfaction of TRCA staff. This study must provide detailed design of the system(s), and implementation information and measures, including adaptive management and monitoring. A detailed terms of reference shall be provided to TRCA, and to the satisfaction of TRCA prior to the completion of the report.
- e) Adaptive management report and plan that must outline a comprehensive monitoring program for impacted features within the Greenway system (including Berczy Creek. This report must compile all available pre-development/baseline monitoring information, provide for on-going pre-development monitoring where possible, and provide a plan with measures to be implemented for maintaining the pre-development water balance (in accordance with the requisite water balance reports) during construction, and post-construction to the greatest practicable extent. This report must

also identify contingency measures and specific actions that may be taken within the development area to supplement and/or modify the quantity and quality of flows being directed to each wetland on an on-going basis, outline feasible mitigation measures, and to address potential turbidity and thermal impacts of SWM discharge. Should the monitoring program identify that the pre-development conditions and/or pre-development wetland characteristics are being adversely impacted, to the satisfaction of the TRCA. The Adaptive Management Report must also include a specific section including an assessment of potential options for addressing unanticipated results of the monitoring – such as erosion downstream of the stormwater management outlet, or sediment discharge to natural features. The monitoring plan shall include monitoring data throughout construction and post-construction and provide funding securities for the long- term monitoring of this system to the satisfaction of the TRCA and the Town. Financing for the monitoring should be secured through the subdivision agreement. A detailed terms of reference shall be provided to TRCA, and to the satisfaction of TRCA prior to the completion of the report.

- f) Provide a comprehensive monitoring plan to assess the functioning and effectiveness of proposed stormwater LID (in accordance with the MESP), source and conveyance measures.
- g) Provide a monitoring plan to assess potential impacts associated with any thermal imbalance associated with the geothermal system on natural features on the site.
- h) Prepare an emergency response plan addressing any leaks and/or initial maintenance associated with the geothermal system.
- i) the applicant attain all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required, and those related to any associated infrastructure or stormwater management works required to support this development. No grading, pre-servicing or temporary stormwater management works are to be initiated until such time as a permit from the TRCA and all requisite TRCA approvals are attained;
- j) The implementing zoning by-law recognize all natural features and environmental buffer blocks in an environmental protection or other suitable zoning category which has the effect of prohibiting development and structural encroachment, and ensuring the long term preservation of the lands in perpetuity, to the satisfaction of the TRCA.
- k) To provide for all warning clauses and information identified in TRCA's conditions.

- l) That the applicant provide confirmation that they are aware of their responsibilities with respect to all necessary approvals under the Endangered Species Act, and that they commit to attain all necessary approvals.
- m) That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA;
  - i) to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions, including but not limited to the mitigation measures outlined in the Environmental Impact Study, completed to the satisfaction of TRCA;
  - ii) implement on-site erosion and sediment control plans as well as monitoring in accordance with current TRCA standards or MECP/MNRF Silt Smart as applicable;
  - iii) to maintain all stormwater management, LID and erosion and sedimentation control structures operating and in good repair during the construction period.
  - iv) to erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting lands to be conveyed to the public authority, prior to occupancy of any homes within that lot or block.
  - v) to implement all water balance/infiltration measures identified in the water balance study and feature based water balance that is to be completed for the subject property to TRCA's satisfaction;
  - vi) to implement the water balance, feature based water balance, LID and adaptive management monitoring programs and provide the requisite funding and securities for the full duration of the monitoring to the satisfaction of the TRCA.
  - vii) to gratuitously dedicate all Greenway and Open Space blocks to TRCA or City of Markham, free of encumbrances. Should the lands be conveyed to TRCA, the owner shall demonstrate that all servicing and access easements provided for, as may be required by the Markham.
  - viii) that prior to a request for registration of any phase of this subdivision – should registration not occur within 10 years of draft approval of this plan - that the owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet current day requirements, and that the

owner update any studies, as required, to reflect current day requirements.

- ix) To implement or provide the funding required for the implementation of all restoration and enhancement plantings and works to the satisfaction of TRCA and City of Markham. And, to provide a three-year monitoring and warranty on all planted materials.
- n) That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for blocks and lots adjacent to Natural Heritage (Greenway) System Blocks which identifies the following:
  - i) The owners are advised that the rear lot lines are adjacent to environmental protection lands, which are regulated by the Toronto and Region Conservation Authority. These lands are considered to be part of the publicly owned environmental protection area, which is intended to remain naturalized, and will not be actively maintained. A future public trail may be located within all or a part of this area, however private uses such as picnic, barbeque or garden areas; storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. In addition, access to the adjacent TRCA lands through the subject property is not permitted. Private rear yard gates are prohibited.
  - o) That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for private lots or blocks on which infiltration related infrastructure such as LID's, rear yard swales and catch basins are located which identifies the following:
    - i) That underground and/or surface stormwater management infrastructure is located on the subject property, which forms an integral part of the stormwater management infrastructure for the community. It is the owner's responsibility for the long-term maintenance of this system by ensuring that proper drainage is maintained. Grading within the rear yard, such as swales which convey stormwater to this system must remain in their original form.
  - p) That the size and location of all proposed stormwater management blocks - to which the subject lands drain - be confirmed to the satisfaction of the TRCA. And, if required to meet TRCA requirements, red-line revisions be made to the plan to expand these blocks, or modify their size or



configuration into surrounding lands within this subdivision which are currently proposed for development.

- q) That the size and location of all Low Impact Development (LID) stormwater management measures associated with this development be confirmed to the satisfaction of the TRCA. And, if required to meet TRCA requirements, red-line revisions be made to the plan to provide for necessary blocks within the Plan, or modify their size or configuration into surrounding lands within this subdivision which are currently proposed for development.
- r) That redline revisions be completed on proposed lots 20 and 139 to the satisfaction of TRCA to straighten the proposed rear lot lines adjacent to the natural heritage system, further inland from their current location. (Roman).
- s) (Roman) Geothermal – That the developer provides all detailed design materials to the TRCA for the proposed geothermal system, indicating the construction methodology, measures to be employed to reduce impacts to the natural heritage system. Detailing the proposed plantings, and acceptable future planting materials on top of the areas in which the geothermal loop beds are located, any potential groundwater issues associated with construction and operation, any maintenance access to the NHS that may be required.
- t) Plantings and restoration – that the owner provide a comprehensive planting and restoration strategy and plans for all Greenway and natural heritage system lands, which shall include intense planting for all areas of disturbance within Greenway Block 179, as well as available areas within Block 180. And, that the owner commits to funding the implementation of the restoration and enhancement plans and all associated monitoring to the satisfaction of TRCA.

This strategy and plans shall provide sufficient detail of the comprehensive restoration to be provided including stock type, locations and densities for each of the “Enhancement Opportunities” identified on the Restoration and Enhancement Plan, in addition to detailed design drawings of the plantings, planting methodology, monitoring and prior to assumption maintenance. To aid with succession and buffering function, trees and larger shrubs shall be incorporated into the planting nodes within the “Greenway Enhancement” area to the satisfaction of TRCA.

- u) That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA’s conditions, or to meet current established standards in place as of the date of a request for registration of the Plan or any phase thereof.

22.2 Ministry of Natural Resources (MNR)

22.1 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.

23. External Clearances

23.1 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 Conditions 15.1 and 15.2 have been satisfied
- b) Ontario Hydro shall advise that Conditions 19.1 to 19.7 have been satisfied
- c) The Regional Municipality of York Planning Department shall advise that Conditions 20.1 to 20.2 have been satisfied.
- d) The Toronto and Region Conservation Authority shall advise that Condition 21.1 and 21.2 has been satisfied.
- e) The Ministry of Natural Resources and Forestry shall advise that Condition 22 has been satisfied.

Dated: XXXXXX

Ron Blake, Senior Development Manager