

**THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-18010 (BERCZY ELGIN HOLDINGS INC.) ARE AS FOLLOWS:**

1.0 General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc., identified as Project No. P-2992, Drawing Number 19:4 dated March 24, 2020 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:
- To ensure reliability of access for Fire Department vehicles under all conditions two means of street access, independent of each other are to be provided into the development. The following access into the subdivision are to be completed:
    - Street '2' to Elgin Mills Road East identified as Fire Department access into the development.
  - A block of townhouses shall not exceed a distance of 45m. Alternative compliance may be proposed and will be subject to the approval of the Fire Chief.
  - 9 m inside turning radius be provided for all changes in direction of the fire route.
  - Minimum 12.0 m centerline turning radius provided throughout the site.
- 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 May, XX 2023 unless extended by the City upon application by the Owner.
- 1.3 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.
- 1.4 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.
- 1.5 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.

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 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.

- 1.13 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.
- 1.14 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 acknowledges and 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 Berczy Elgin and Berczy Warden draft plans of subdivision, reflective of the proposed Phasing Plan (defined in 1.10) 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 to:

- a) Implement the recommendations of the accepted Transportation Impact Assessment Study and road infrastructure phasing assessment; and
  - b) Convey to City, free of all costs and encumbrances, all property required for external roads to complete the road infrastructure as recommended in the accepted Transportation Impact Assessment Study and road infrastructure phasing assessment (the “External Roads”), or to make alternate arrangements for the External Roads to the satisfaction of the Director of Engineering and the City Solicitor; and
  - c) Enter into an agreement with the City and external landowners to permit construction of roads infrastructure and related services, that are required external to the draft Plan of Subdivision and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 2.5 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.
- 2.6 Prior to registration, the Owner acknowledges that revisions to Street 7 road geometry may be required to address related design and operational comments to the satisfaction of the Director of Engineering. The Owner further acknowledges that such revision will impact the immediate lot layout, which may require redline revisions.
- 2.7 Prior to registration, the Owner acknowledges and agrees that accesses to the residential mid-rise blocks shall be restricted to Street 3 and that the Owner shall determine the appropriate locations for future driveways along Street 3 within the context of the subject draft plan, to the satisfaction of the Director of Engineering.
- 2.8 Prior to registration, the Owner acknowledges and agrees that as part of the Transportation Impact Assessment Study, to identify locations where pedestrian crossovers are appropriate to support and maintain continuity of active transportation network to the satisfaction of the Director of Engineering. Furthermore, the Owner agrees to design and construct pedestrian crossovers, where required, to the satisfaction of the Director of Engineering. The pedestrian crossovers shall be constructed at the Owner’s sole cost.
- 2.9 Prior to registration, the Owner acknowledges and agrees that as part of the Transportation Impact Assessment Study, to confirm the timing to implement

traffic control signals at the Elgin Mills Road East / Street 2 intersection and the Elgin Mills Road East / Street 1 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 East, the Owner agrees to design and construct traffic control signals including turn lane requirements for the said intersections to the satisfaction of the Director of Engineering. The traffic control signals and required turn lanes shall be constructed at the Owner's sole cost.

#### 2.10 Street '2':

- a) The Owner acknowledges that Street 2 within the Owner's subdivision constitutes approximately the east half of the right-of-way of Street 2 and the remainder of Street 2 right-of-way (the "Remainder Right-of-Way") is located on the adjacent lands with municipal address of 3319 Elgin Mills Road E owned by Monarch Berczy Glen Development Ltd. (the "Adjacent Lands"). Upon registration of the plan of subdivision, the Owner agrees to convey to City, free of all costs and encumbrances, all property required for the entire right-of-way of Street 2, or to make alternate arrangements for Street 2 to the satisfaction of the Director of Engineering and the City Solicitor.
- b) 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 Plan

- 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 require cash in lieu for tree replacement based on valuation of section b).
  - 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 Architectural Control Guidelines shall include provisions requiring a minimum of 5% of the low rise product be limited to having 2 risers or less at the front entrance.
- 4.5 The Owner shall retain a design consultant acceptable to the City's Director of Planning and Urban Design to implement the Architectural Control Guidelines.
- 4.6 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.

4.7 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.

4.8 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 Parks and Open Space

5.1 The Owner covenant and agrees that the parkland dedication requirement is 2.63 hectares, 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  $788/300 = 2.63$  ha.

5.2 The Owner acknowledges and agrees that the parkland dedication for this draft plan of subdivision shall be a minimum of 2.63 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 Block 207 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 207	1.000 ha.
<b>Total</b>	<b>1.000 ha</b>

5.4 Conveyance of Park Block 207 will satisfy a portion (1.000 ha.) of the parkland dedication for this development. Prior to registration, the remaining parkland dedication requirement (1.63 ha.) 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 redlined Draft Plan of subdivision providing additional land dedication;

- c) Any alternative arrangement at the sole discretion of the Director of Planning and Urban Design.
- 5.5 A letter of credit may be held for the remaining parkland dedication until an approach has been approved by the City's Director of Planning and Urban Design.
- 5.6 The Owner shall post approved copies of the Natural Heritage Restoration Plans for the Greenway and Open Space Blocks and Conceptual Park Development Master Plans for the parks in all sales offices for dwelling units within the draft plan of subdivision.

## 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 galvanized steel chain-link fence to be placed on the public property, two (2") inches from the property line, as determined appropriate by the Director Planning and Urban Design;
  - 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.

9.2 The Owner shall provide a Land Appraisal Report to the Manager of Real Property for the purpose of determining the required letter of credit amount contribution for the under-dedicated portion of the required parkland dedication. The Land Appraisal Report is subject to the City's terms of reference and conformance with the *Parkland Dedication By-law 195-90* and with the *Planning Act*.

9.3 That the Owner covenants and agrees to enter into a Section 37 Agreement to secure the provision of Public Art by the City, as required by implementing zoning by-law.

## 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 servicing of the lands 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 “Sanitary Upgrades”. The Owner agrees to pay the City upon execution of the subdivision agreement, the Owners’ share for the cost of the 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 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.

- 10.6 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.

- 10.7 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.
- 10.8 The Owner acknowledges that the stormwater management pond shown as Pond # 2 in the Functional Servicing Report dated October 2019 prepared by SCS Consulting are on lands not owned by the Owner. Upon Registration of the plan of subdivision the Owner agrees to convey all property required for SWM Pond 2, free of all costs and encumbrances, to the City or make alternate arrangements to the satisfaction of the Director of Engineering and City Solicitor.

The Owner further agrees that should the Owner wish to proceed with the underground servicing work within the internal subdivision including works on the SWM Pond Land as a part of a pre-servicing agreement, the City at its discretion may permit subject to the Owner making necessary arrangements with any neighboring landowner for the works on the SWM Pond Land, and provide evidence indicating the Owner has permission to access the lands and construct the works on the SWM Pond Land, to the satisfaction of the City Solicitor and Director of Engineering, or their respective designates.

- 10.9 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 1, 3, 6, 7, 8, 10 and along south limit of Street 5 if required, to the City, and any additional reserves if requested, free of all costs and encumbrances, upon registration of the Plan of Subdivision.

## 12.0 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.

### 13.0 Environmental Clearance

- 13.1 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.
- 13.2 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.
- 13.3 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.

- 13.4 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.
- 13.5 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.

#### 14.0 Heritage

- 14.1 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 appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City (Commissioner of Development Services) and the Ministry of Culture. Demolition, grading, filling or any form of soil disturbances shall not take place on the lands within the draft plan which have not been assessed and cleared of archaeological potential through the issuance of a letter from the Ministry of Culture and acceptance of said letter by the City's Director of Planning and Urban Design, indicating that all matters relating to heritage resources on those specific lands have been addressed in accordance with licensing and resource conservation requirements.

- 14.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the City and the Ministry of Culture.
- 14.3 The Owner covenants and agrees to retain the Heritage Building (Lyon-Schell-Frisby House), known municipally as 3575 Elgin Mills Road, *in situ* or in another location within the Plan of Subdivision to be determined prior to Registration through consultation with the Heritage Markham committee and Heritage Section staff, to the satisfaction of the Director of Planning and Urban Design;
- 14.4 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:
    - 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;
    - 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
    - install an 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.
- 14.5 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:

- 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),
  - the building has been connected to municipal services,
  - the exterior restoration of the Heritage Building is complete,
  - the buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
  - 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.

14.6 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 15.5 (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;

14.7 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(s) will be marketed to prospective purchasers;

14.8 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.”

14.9 The Owner shall covenant and agree in the subdivision agreement to arrange and implement the salvage of the lumber from the 1912 Frisby Barn, preferably by the Frisby family for a future new residence, secured through the Letter of Credit provided for in 14.5 (d);

14.10 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 14.1 to 14.9, inclusive, have been satisfied.

#### 15.0 Well Monitoring Program and Mitigation Plan

15.1 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.

#### 16.0 Streetlight Types

16.1 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.

#### 17.0 Development Charges

17.1 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 2 (from Elgin Mills Road to south limit of subdivision) and Street 1 (Elgin Mills Road to south limit of subdivision) 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 in accordance 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 (\$1,560,196.00) and represents the maximum development charge credits to be granted.

- 17.2 The Owner further acknowledges and agrees that a collector road, Street 2, 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 2 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.

#### 18.0 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 acknowledge and agree in the subdivision agreement that to ensure reliability of access for Fire Department vehicles under all conditions, two means of street access, independent of one another are to be provided into the development. The following access into the subdivision are to be completed:
  - Street '2' to Elgin Mills Road East identified as Fire Department access into the development.

At no time shall either approved Fire Department vehicle access into the development be obstructed by any means (fencing, concrete barriers or other). This provision includes during daily construction, afterhours, weekends and holidays. It shall be the Owners responsibility to secure the site without obstructing these access points.

- 18.8 The Owner shall acknowledge and agree that single detached dwelling laneways shall not exceed 120.0 metres and townhouse and Single detached laneways with detached garages shall not exceed 90.0 metres.
- 18.9 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
- 18.10 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.
- 18.11 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.
- 18.12 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.
- 18.13 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.
- 18.14 The Owner covenant and agrees in the subdivision agreement to implement the strategy and actions of the Community Energy Plan in support of the City's net zero emissions by 2050 objective, to the satisfaction of the Director of Sustainability and Asset Management and the Director of Planning and Urban Design.
- 18.15 That the Owner covenants and agrees to provide 5% of the low rise units with built-in secondary suites, to the satisfaction of the Director of Planning and Urban Design.

19.0 York Region

- 19.1 The following conditions shall be included 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 the proposed direct connection of the 600mm diameter watermain on Warden Avenue to the Region's 1050mm diameter watermain on Major Mackenzie Drive shall be designed, installed and commissioned to the satisfaction of the Region.
- c) The Owner shall agree to provide a vehicular and pedestrian interconnection from Block 203 (as shown on DWG.No.-19:4) to the properties located at 3655, 3693, 3695 Elgin Mills Road, 10726 Warden Avenue and the lands located at the southwest corner of the Elgin Mills Road and Warden Avenue intersection.
- d) The Owner shall agree to include the following clause in the subsequent Purchase and Sale Agreement, Site Plan Agreement, Condominium Agreement and Declaration of Condominium Agreement:

“THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT A VEHICULAR INTERCONNECTION WILL BE PROVIDED TO THE PROPERTIES LOCATED AT 3655, 3693, 3695 ELGIN MILLS ROAD AND 10726 WARDEN AVENUE. THE VEHICULAR INTERCONNECTION WILL BE PROVIDED EITHER AT THE TIME WHEN IMPROVEMENTS ARE MADE TO ELGIN MILLS ROAD AND AN ACCESS MANAGEMENT PLAN IS PROVIDED OR WHEN REDEVELOPMENT ON THESE LANDS OCCUR.”

- e) The Owner shall agree that private access to Elgin Mills Road will not be permitted. All private access shall be provided via local roads or lane-ways, where appropriate. This will apply to Block 202 & 203 (as shown on DWG.No.-19:4).
- f) The Owner shall agree to include the following clause in the subsequent Purchase and Sale Agreement, Site Plan Agreement, Condominium Agreement and Declaration of Condominium Agreement:

“THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT A VEHICULAR ACCESS WILL NOT BE PERMITTED TO ELGIN MILLS ROAD FROM BLOCKS 202 & 203 (AS SHOWN ON DWG.No.-19:4)”

- g) 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.

- h) 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 East

At Street: Street 1

Location: SW corner

Standard Specifications: 1.01

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.

- i) 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.

19.2 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 agree that the following lands will be conveyed to City of Markham for public highway purposes, free of all costs and encumbrances, to the satisfaction of City of Markham Solicitor:
- a widening across the full frontage of the site where it abuts Elgin Mills Road of sufficient width to provide a minimum of 18 metres from the centreline of construction of Elgin Mills Road and any lands required for additional turn lanes at the intersections, and
  - a 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts Elgin Mills Road and adjacent to the above noted widening(s).
- c) The Owner shall provide a Master Environmental Servicing Plan Transportation Study, to the satisfaction of the Region.

- d) The Owner shall provide a detailed phasing plan for the Berczy Glen Secondary Plan, to the satisfaction of the Region.
- e) The Owner shall provide a Transportation Mobility Plan Study based on the updated Master Environmental Servicing Plan Transportation Study, to the satisfaction of the Region, to the satisfaction of the Region.
- f) 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.
- g) 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.
- h) 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.
- i) The Regional Corporate Services Department shall advise that Condition 20 has been satisfied.

## 20.0 Toronto and Region Conservation Authority

- 20.1 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 comprehensive stormwater management report identifying all interim and permanent stormwater servicing and all associated phasing. This report must

identify all of the proposed stormwater management facilities to which the subject lands will drain and provide details with respect to the interim stormwater servicing that is to be employed prior to all of the ultimate facilities located off of the subject property being fully operational. This report shall identify phasing and sequencing of the transition from interim to permanent facilities, and identify all interim drainage routes between the subject property and all adjacent stormwater management ponds, which may be required prior to permanent infrastructure being available. Detailed design shall be provided for all interim stormwater management ponds that may be required to service the subject lands prior to permanent facilities being available.

- b) 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.
- c) 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) 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;
- v) 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;
- vi) 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;
- vii) 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;
- viii) 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;
- ix) 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;

- x) 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;
- xi) 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.

20.2 The Owner shall covenant and agree in the subdivision agreement that *prior to* any development, pre-servicing or site alteration, the applicant shall demonstrate that suitable arrangements have been made with adjacent landowners on which all requisite stormwater management facilities have been proposed, to allow for the construction and operation of the proposed interim and/or permanent facilities. And, that the owner demonstrates that arrangements have been made for all requisite interim conveyance channels and measures to remain in place on external lands, until such time permanent infrastructure is available to convey stormwater from the subject lands to off-site stormwater management ponds.

20.3 The Owner shall covenant and agree in the subdivision agreement that *prior to* any development, pre-servicing or site alteration, the applicant shall submit and attain the approval of the TRCA for:

- a) 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.
- b) 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.
- c) Provide a comprehensive monitoring plan to assess the functioning and effectiveness of proposed stormwater LID (in accordance with the MESP), FDC and source and conveyance measures.
- d) the applicant attains 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;
- e) To provide for all warning clauses and information identified in TRCA's conditions.
- f) 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.

- g) 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 protect LIDs during construction, and to maintain all stormwater management, and erosion and sedimentation control structures operating and in good repair during the construction period;
  - iv) 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;
  - v) 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;
  - vi) 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.
  - vii) 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.
- h) 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."

- i) 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.
- j) 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.
- k) That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions.
- l) That the owner acknowledges that should this draft approval expire prior to registration of all phases, that the owner may be asked to address any changes to the natural hazard conditions or established technical standards in place as of that date, which may necessitate the need for modifications to the plan.

#### 21.0 Ministry of Natural Resources (MNR)

21.1 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.

#### 22.0 York Catholic District School Board

22.1 That the Owner shall enter into an agreement satisfactory to the York Catholic District School Board for the transfer of Block 206.

22.2 That the Owner shall agree in the subdivision agreement in wording satisfactory to the York Catholic District School Board that prior to final approval:

- a)

- i. That the owner shall provide to the Board copies of its servicing, grading, drainage and landscape plans of Plan of Subdivision SU 18 235522 prior to their finalization for the Board's approval, such approval not to be unreasonably withheld or delayed.
  - ii. To grade the school site to conform to the overall grade plan of the subdivision and in doing so shall replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands. If, in compliance with this clause, the addition of engineered fill, the removal of existing soil, or, in any way, the alteration of existing grading results in increased costs of construction to the Board, then, and in that event, the Owner shall, upon demand, reimburse the Board for such additional costs.
  - iii. That if the removal of existing soil is greater than 4 feet in depth, remediation will be monitored and inspected by a qualified 3rd party consultant.
- b) To remove all trees and structures on Block 206, as determined by the Board.
  - c) That Block 206 shall not be used for any interim control measures, including, but not limited to stockpiling of topsoil and other materials, storage of construction equipment as well as environmental control measures such as storm water management and siltation ponds.
  - d) The Owner will, at its expense:
    - i. Construct and maintain temporary post and wire fencing on all boundaries of the Lands no later than the date of application of the base coat of asphalt on such roads on which the Lands abut to the specifications outlined in "Schedule A";
    - ii. Prior to the occupancy of adjacent residential lands, replace the temporary post and wire fencing along the boundary between the Lands and such adjacent residential lands with a 6 gauge galvanized chain link fence 1.8 metres in height, the side of which fence facing such residential lands to be placed two (2") inches inside the Lands from the boundary thereof, with the mesh on the Board side of the property;
    - iii. Prior to Completion, replace the temporary post and wire fencing then remaining with a 6 gauge galvanized chain link fence 1.8 metres in height on all other boundaries of the Lands as the Board may, no less than 60 days prior to Completion, direct.

- e) To erect on the school site at such time as the school access street is constructed a visible sign with the dimensions and containing the words in the order, form and configuration as duly required. (Please refer to the attached “Schedule B”)
- f) To post “No Dumping” signs with the by-law number posted along the perimeter fence as required by the Board.
- g) To provide the foregoing at no cost to the Board.

22.3 That the Owner shall submit, at no cost to the Board, a report from a qualified consultant concerning:

- a) The suitability of Block 206 for construction purposes relating to soil bearing factors, surface drainage and topography and or grading plan. There shall be a minimum of 12 boreholes on the school site, in locations as approved by the Board.
- b) Phase 1 Environmental Testing reports for the school site to ensure the site is clear and free of all contaminates and unfit soil, as well as Phase 2 if required.
- c) The availability of natural gas, electrical, water, storm sewer, sanitary sewer, telephone and cable television services in a location along the property line. The location and specification of the above services shall be approved by the Board prior to installation. If these services are to be installed following the initial phase(s) of development, the Owner shall submit a letter to the Board, stating that the Owner will consult the Board prior to installation of services and obtain Board approval.
- d) A complete Transportation Master Plan.

22.4 That the Owner shall submit, at no cost to the Board, a certificate from the City of Markham confirming the following as they relate to a new school facility:

- a) The availability of a satisfactory water supply (both domestic and fire).
- b) An acceptable method of sewage disposal.
- c) Adequacy of electrical services.
- d) The availability of a satisfactory natural gas supply.
- e) That an adequate storm water management facility has been designed to accommodate a school site and ensure that water retention will not be required on this site.

- 22.5 The Owner shall supply the Board a certificate, from the local hydro authority, confirming an adequate capacity for a new school and that the Board will not incur future upstream costs.
- 22.6 That the Owner shall agree in words acceptable to the York Catholic District School Board, that the services referred to in Condition 22.3, complete with inspection manholes shall be installed at the property line of said school site and positioned as designated by the Board, at no cost to the Board, allowing time for Board approval of the design of said services prior to the registration of the plan.
- 22.7 That the owner shall prior to closing, register a restrictive covenant running with all lands abutting Block 206 which shall prohibit installation in any fence constructed along any boundary of Block 206, of any gate or access point from such abutting lands to Block 206.
- 22.8 That the Owner covenants and agrees that a clause will be inserted in all Agreements of Purchase and Sale of residential lots and units within the Subdivision a clause providing as follows:
- “The construction of a Catholic School on a designated site is not guaranteed. Purchasers are advised that sufficient accommodation may not be available for students residing in this area, and you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. The Board will in its discretion designate pick-up points for students who qualify for transportation”.
- 22.9 That the Owner covenants and agrees that a clause will be inserted in all Agreements of Purchase and Sale for residential lots and units abutting the Lands stating that:
- “TEMPORARY FACILITIES/PORABLES MAY BE PLACED ON THE LANDS IN ORDER TO ACCOMDATE STUDENTS IN EXCESS OF THE CAPACITY OF THE SCHOOL BUILDING”.
- 22.10 That in order to support walkable communities and School Travel Planning, sidewalks are to be provided throughout the community, at a minimum of 1 side of each municipal roadway within Plan of Subdivision SU 18 235522.
- 22.11 That roundabouts shall not be located adjacent to Block 206.
- 22.12 The Owner shall agree to include the following clause in the subsequent Purchase and Sale Agreement, Site Plan Agreement, Condominium Agreement and Declaration of Condominium Agreement:
- “THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT VEHICULAR ACCESS FROM BLOCK 202 ONTO STREET 3 ADJACENT TO BLOCK 206 SHALL ONLY CONSIST OF A SINGULAR ACCESS POINT / PRIVATE ROAD,

AND IS SUBJECT TO THE APPROVAL/CONSENT OF THE YORK CATHOLIC DISTRICT SCHOOL BOARD”

22.13 That prior to final approval, the owner agrees to coordinate a site walk with Board staff to visually inspect Block 206.

23.0 York Region District School Board

23.1 That prior to final approval, the owner shall have made Agreement satisfactory to the York Region District School Board for the transfer of a partial public elementary school site. The partial public secondary school site, Block 205, shall contain not less than 2.008 hectares (4.96 acres).

23.2 That the owner shall agree in the Subdivision Agreement in wording satisfactory to the York Region District School Board:

- a) to grade the school site and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
- b) to remove any buildings on the school site;
- c) to remove trees, as required to accommodate school layout;
- d) to provide a letter of credit pertaining to stockpiling and removal of topsoil, by taking the volume of topsoil to be stored upon the school site and multiplying such volume by 200% of the current market prices for waste material disposal, as set forth in the latest version of Hanscomb's Yardsticks for Costing, Cost Data for the Canadian Construction Industry, to the satisfaction of the York Region District School Board;
- e) to remove stockpiled topsoil within 30 days of written notice by the Board and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
- f) to construct a black vinyl coated chain link fence, Type II 1½“ mesh, 1.8 m high along all boundaries of the school blocks, including road frontage(s) at the discretion of the Board;
- g) to construct the fences prior to the issuance of building permits for Phase 1 of the subdivision;

- h) to erect and maintain a sign on the public school site at such time as the relevant access roads are constructed, indicating that the date has not been set for the construction of the school;
  - i) to provide a geotechnical investigation and Phase 1 and Phase 2 environmental site assessment conducted by a qualified engineer. For an elementary school site, a minimum of eight boreholes shall be required and for a secondary school site a minimum of sixteen boreholes shall be required;
  - j) to provide the foregoing at no cost to the Board; and,
  - k) to assume any upstream and downstream charges for hydro, natural gas, sanitary and storm drainage, and water supply.
- b) That the owner shall submit to the York Region District School Board, at no cost to the Board, a letter from a qualified consultant concerning:
  - i) the suitability of the school site for school construction purposes, relating to soil bearing factors, surface drainage, topography and environmental contaminants; and,
  - ii) the availability of natural gas, electrical, cable, water, storm sewer and sanitary sewer services.
- c) That the Owner shall agree in the Subdivision Agreement, in wording acceptable to the York Region District School Board that the services referred to in Condition b) ii) shall be installed to the mid-point of the frontage of the school site and positioned as designated by the Board, at no cost to the Board.
- d) That prior to final approval, the Owner shall submit to the School Board an environmental impact study for the school block, initial set of engineering plans for review and approval, and subsequently, a copy of the final engineering plans as approved by the City of Markham which indicate the storm drainage system, utilities, and the overall grading plans for the complete subdivision area.
- e) That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that adequate electrical capacity will be supplied to the school site frontage by the developer at no cost to the Board.
- f) That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that they are satisfied that payment

for any upstream and downstream charges will be made by the original developer.

- g) That the subdivision agreement includes warning clauses advising the City of Markham, property owners and purchasers of lots within the draft plan that unless the provincial funding model provides sufficient funds to construct new schools, there can be no assurance as to the timing of new school construction nor a guarantee that public school accommodation will be provided within the subject plan notwithstanding the designation of the school site.
- h) That the York Region District School Board shall advise that conditions a) to g) inclusive have been met to its satisfaction. The clearance letter shall include a brief statement detailing how each condition has been satisfied or carried out.

#### 24.0 External Clearances

- 24.1 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) Canada Post shall advise that Conditions 12.3 to 12.9 have been satisfied.
  - b) The Ministry of Culture shall advise that Conditions 14.1 and 14.2 have been satisfied.
  - c) The Regional Municipality of York Planning Department shall advise that Conditions 19.1 to 19.2 have been satisfied.
  - d) The Toronto and Region Conservation Authority shall advise that Conditions 20.1 and 20.3 have been satisfied.
  - e) York Catholic District School Board shall advise that Conditions 22.1 – 22.13 have been satisfied.
  - f) York Region District School Board shall advise that Conditions 23.1 – 23.2 have been satisfied.

Dated: May XX, 2020  
Ron Blake, Senior Development Manager

