

**THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-18009 (BERCZY WARDEN 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-2959, Drawing Number 20:9 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 1 to Warden Avenue identified as Fire Department access into the development
    - Street 2 to Warden Avenue identified as Fire Department access into the development or Street 3 to Warden Avenue identified as Fire Department access into the developmentEach access into the subdivision shall be completed prior to commencing any construction.
  - 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.
  - Reduce backlotting adjacent the Natural Heritage System to the satisfaction of the Director of Planning and Urban Design.
- 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 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.
- 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 Berczy Glenn 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 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 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.

2.6 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.

- 2.7 Prior to the registration, the Owner acknowledges and agrees to update and finalize the Transportation Demand Management 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 confirm the timing to implement traffic control signals at the Warden Avenue / Street 1 intersection and the Warden Avenue / Street 2 intersection, within the context of the subject development phasing and the Warden Avenue 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 Warden Avenue, 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.

### 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 2.98 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 (754 units + 140 units) / 300 = 2.98 ha

5.2 The Owner acknowledges and agrees that the parkland dedication for this draft plan of subdivision shall be a minimum of 2.98 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 307, 308, 309, 317, 318, 319, 320, 321, 322, 323, 324, 325, and 326 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 307	0.418 ha
Block 308	2.00 ha
Block 309	2.350 ha
Block 317	0.06 ha
Block 318	
Block 319	
Block 320	
Block 321	
Block 322	
Block 323	
Block 324	
Block 325	
Block 326	
<b>Total</b>	<b>4.828 ha</b>

5.4 Conveyance of Park Blocks 307, 308, 309, 317, 318, 319, 320, 321, 322, 323, 324, 325, and 326 (4.828) will satisfy the parkland dedication for this development. Prior to registration, parkland dedication requirements (2.98 ha) will be reconciled through one of the approaches listed below. The City reserves the right to require any 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) Any alternative arrangement at the sole discretion of the Director of Planning and Urban Design.

5.5 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 of Planning and Urban Design;
- f) For the portion of this Draft Plan of Subdivision located adjacent to an existing farm operation, provide a minimum 1.8m fence on the property line installed prior to occupancy, as determined appropriate by the Director of Planning and Urban Design;
- g) For all open space, stormwater and walkway blocks provide landscaping;
- h) A trail network;
- i) Restoration works identified in the Natural Heritage Restoration Plan;

- j) 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 4.1a)
- 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 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 16th 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 # 5 and portion of stormwater management pond shown as SWM Pond #8 in the Functional Servicing Report dated October 2019 prepared by SCS Consulting are on lands not owned by the Owner (the "External SWM Ponds"). Upon Registration of the plan of subdivision the Owner agrees to convey all property required for the External SWM Ponds, 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 Lands as a part of a pre-servicing agreement, the City at its discretion may permit subject to the Owner making necessary arrangements with any neighbouring landowners for the works on the SWM Pond Lands, and provide evidence indicating the Owner has permission to access the lands and construct the works on the SWM Pond Lands, 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.
- 10.10 The Owner acknowledges that the Functional Servicing Report dated October 2019 prepared by SCS Consulting in support of the draft plan proposes oversized pipes including 3.0m x 1.5m box culvert to capture overland flows exceeding the hydraulic capacities of the municipal road right-of-ways (the "Oversized Storm Sewers"). The Owner covenants and agrees that the acceptance of the Oversized Storm Sewers will be at the discretion of the Director of Engineering, subject to the Owner having investigated all available options to reduce the size of the Oversized Storm Sewers to the satisfaction of the Director of Engineering.

## 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 necessary to connect watermain and storm and sanitary sewers to existing watermain, 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, 2, 3, 8, 9, 10, 11, 25, 26 and along north limit of Street 1 along Passafiume lands, to the City, 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 archaeological assessment, to the satisfaction of the City and the Ministry of Culture.

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 Charge (DC) Credits

- 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 North Limit of subdivision Road to 145m west of Warden Avenue) and Street 3 (from north limit of subdivision to south limit of subdivision) and Street 1 (from east limit of subdivision to west 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 completed through an agreement and be consistent 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 four

million eight hundred and eighty-one thousand, five hundred and sixty-two dollars (\$4,881,562.00) and represents the maximum development charge credits to be granted.

## 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:

- The North and South access points leading from Warden Avenue

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 to convey all Open Space and Natural Heritage System blocks to the City of Markham in a physical condition to the satisfaction of the City.
- 18.15 The Owner covenants and agrees to implement the recommendations of the Environmental Impact Study prepared by Beacon Environmental, dated October 2019.
- 18.16 That prior to final approval of the draft plan, the Owner agrees to prepare and implement ecological restoration plans for all Open Space and Natural Heritage System blocks. This shall consist of detailed landscape plans prepared to the satisfaction of the Director of Planning and Urban Design to address:
  - a) Restoration of the headwater drainage feature in accordance with LPAT Minutes of Settlement (OMB Case No PL140743);
  - b) Densely planted native tree and shrubs for NHS Block 316 and Open Space Block 315;
  - c) Design, alignment and construction of the Greenway trails; and,
  - d) Provision of rear and side yard fencing where the Greenway System abuts residential lands. No access gates shall be provided adjacent to Greenway System lands.
- 18.17 The Owner covenants and agrees to provide a Letter of Credit in the subdivision agreement to secure the works identified in the ecological restoration plans.
- 18.18 The Owner covenants and agrees to include warning clauses in all agreements of purchase and sale for any lot abutting a Natural Heritage System or Open Space Block providing notice that:

- a) “Lands adjacent to this property have been conveyed to the City of Markham for environmental protection purposes. These lands will be left in an untouched and naturalized state and may be planted by the City of Markham in the future. Purchasers are advised that building encroachments, dumping of yard waste and removal of grass/vegetation are not permitted on city-owned lands. No fence gates shall be permitted between private property and the natural heritage system. Purchasers are further advised that pedestrian trails are planned to be constructed within the natural heritage system which may result in pedestrian use and activity.”

18.19 The Owner covenants and agrees to prepare and distribute a natural heritage stewardship guide to all purchasers abutting a Natural Heritage System or Open Space Block.

18.20 The Owner covenant and agrees in the subdivision agreement to implement the strategies and actions of Community Energy Plan in support of the City’s net zero emissions by 2050 objective, to the satisfaction of the Director of Sustainability and the Director of Planning and Urban Design.

18.21 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 that no direct private accesses are permitted onto Warden Avenue. All private access shall be provided via local roads or lane-ways, where appropriate. This will apply to BL-305, BL-311, BL-312 & BL-314 (as shown on DWG. No.-20:9).
- d) The Owner shall agree to reserve an unobstructed location for the future construction of the passenger standing areas/shelter pads identified below:

On Street: Street 1

At Street:

Location: Adjacent to BL-309 (on the west side away from Street 2)  
Standard Specifications: 1.01

On Street: Street 1  
At Street: Street 2  
Location: SW corner  
Standard Specifications: 1.01

On Street: Street 1  
At Street: Street 3  
Location: SW corner  
Standard Specifications: 1.01

On Street: Street 1  
At Street: Warden Avenue  
Location: SW corner  
Standard Specifications: 1.01

On Street: Warden Avenue  
At Street: Street 2  
Location: NW corner  
Standard Specifications: Require a bus bay (120 feet in length)

On Street: Street 2  
At Street: North of Street 12  
Location: Between BL-308 and BL-310  
Standard Specifications: 1.01

- e) The Owner shall agree 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.
- f) The Owner shall agree to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
- g) The Owner shall agree that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
- h) The following warning clause shall be included in a registered portion of the subdivision agreement with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".

- i) Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree, as follows:
  - that no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
  - that noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
  - that maintenance of the noise barriers and fences bordering on York Region right-of-ways shall not be the responsibility of York Region.
- j) The Owner shall agree to be responsible to decommission any existing wells on the owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
- k) The Owner shall agree to be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

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

- a) The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Markham:
  - i) a copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this site plan.
  - ii) a copy of an email confirmation by City of Markham staff stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
- b) The Owner shall provide an updated Transportation Mobility Study to address the comments provided, to the satisfaction of the Region.

- c) Prior to and concurrent with the submission of the subdivision servicing application (MECP ECA) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
  - i) Plan and Profile for the York Region road and intersections;
  - ii) Cross Section on York Region right-of-way at 20m interval where the site is abutting;
  - iii) Grading and Servicing;
  - iv) Intersection/Road Improvements, including the recommendations of the Traffic Report;
  - v) Construction Access Design;
  - vi) Utility and underground services Location Plans based on SUE Investigation (Level A accuracy for all crossing locations and Level B accuracy for alignment);
  - vii) Signalization and Illumination Designs;
  - viii) Line Painting;
  - ix) Traffic Control/Management Plans;
  - x) Erosion and Siltation Control Plans;
  - xi) Landscaping Plans, including tree preservation, relocation and removals;
  - xii) Arborist Report;
  - xiii) Requirements of York Region Transit/Viva;
  - xiv) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
  - xv) Functional Servicing Report;
  - xvi) Stormwater Management Report;
  - xvii) Water supply and distribution report and model;
  - xviii) Noise Study;
  - xix) Detail cost estimates for all works within Region's ROW and on Region's infrastructure.
- d) The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region Right-of-Way. Only those works located in their ultimate location based on the next planning upgrade for this Right-of-Way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
- e) The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.

- f) The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
- g) The Owner shall demonstrate, to the satisfaction of Development Engineering, that the streetline elevations shall maintain a minimum 2% cross slope within the boulevard from the streetline to the top of curb, unless otherwise specified by Development Engineering.
- h) The Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
  - i) All existing woody vegetation within the York Region road right of way,
  - ii) Tree protection measures to be implemented on and off the York Region road right of way to protect right of way vegetation to be preserved,
  - iii) Any woody vegetation within the York Region road right of way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region roads rights of way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.
  - iv) A planting plan for all new and relocated vegetation to be planted within the York Region road right of way, based on the following general guideline:
  - v) Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed in the York Region right-of-way by the Owner or the area municipality for aesthetic purposes they must be approved by Development Engineering and shall be maintained by the area municipality with the exception of the usual grass maintenance,
  - vi) For landscape features not maintained to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.
- i) The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
- j) The Owner shall agree that the following lands will be conveyed to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:

- i) a widening across the full frontage of the site where it abuts Warden Avenue of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of Warden Avenue and any lands required for additional turn lanes at the intersections, and
  - ii) a 15 metre by 15 metre daylight triangle at the northwest and southwest corners of Street 1 and Warden Avenue, and
  - iii) 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 Warden Avenue and adjacent to the above noted widening(s).
- k) The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
- l) The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance,

dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.

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

- m) The Owner or the Owner's authorized representative shall submit a Statutory Declaration that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under lands to be conveyed to the Region (including soils, substrata, surface water and groundwater, as applicable): (i) at the time of conveyance, at a level or concentration that exceeds the Environmental Protection Act O. Reg. 153/04 (as amended) full depth generic site condition standards applicable to the intended use of such lands by the Region or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or state, or is emanating or migrating from such lands in a way, that would contravene applicable environmental laws.
- n) The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right of Way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
- o) The Owner shall submit engineering plans for York Region's approval that identify on the plans the Transit requirements.
- p) The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- q) 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.
- r) 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.

- s) The Regional Corporate Services Department shall advise that Conditions 1 to 29 inclusive, have been satisfied.
- t) The Owner shall demonstrate that the southerly crossing of Berczy Creek Greenway will be constructed or shall cause to be constructed within an acceptable timeframe, to the satisfaction of the Region. This crossing is required to provide interconnection and relief to Elgin Mills Road and Major Mackenzie Drive, as well as other Regional intersections such as: Elgin Mills Road/Woodbine Avenue, Woodbine Avenue/Victoria Square Boulevard and Major Mackenzie Drive/Woodbine Avenue.

## 20.0 Toronto and Region Conservation Authority

20.1 That **prior to** any development, pre-servicing, 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. All temporary outlets shall be designed to the satisfaction of TRCA.
- 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) an assessment that clearly demonstrates the existing floodplain and proposed floodplain associated with the watercourse upstream, downstream, and overtopping of Warden Avenue. This must compare the risk of flooding to the roadway, determining which design storm event results in overtopping of Warden Avenue in the existing condition and in the proposed condition, and a comparison of the depth and velocity associated with the flooding for pre-development and post-development conditions.
- iii) 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.
- iv) 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.
- v) 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;

- vi) 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;
- vii) 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;
- viii) 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.;
- ix) 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;
- x) 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;
- xi) 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.

- xii) a detailed report identifying how the LPAT settlement obligations for replicating and enhancing the function of headwater feature HDF BR2-H15. This shall include identification of all proposed FDCs, with a detailed assessment of anticipated drainage areas, targets, proposed monitoring and adaptive management measures. This report shall also provide detailed design of Block 306, based upon the dimensions and parameters outlined in the LPAT settlement, with fluvial geomorphic design parameters, and a comprehensive planting and enhancement plan.
- xiii) 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 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 and/or infrastructure has been proposed, to allow for the construction and operation of the proposed interim and/or permanent facilities and/or infrastructure. 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 as permanent infrastructure is available to convey stormwater from the subject lands to off-site stormwater management ponds.

20.3 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) 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 and associated environmental buffers. 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 any proposed trails within the NHS, 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 assessment 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 natural features; 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.
- e) Adaptive management report and plan. This report must 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 natural features, including HDF BR2-H15 on an on-going basis, outline feasible mitigation measures, and to address potential turbidity and thermal

impacts of SWM discharge.. 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) If applicable, 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) If applicable, 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 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 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 City of 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.

- x) 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.
- 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 the owner agrees to not enter into any agreements of purchase and sale for the units within Blocks 1-6, located to the south of proposed Street “1” until such time as the environmental assessment for Street 1 has been completed and the detailed design of this proposed road and valley crossing has advanced to the satisfaction of TRCA. Should modifications be required to this plan of subdivision, based upon the approved Environmental Assessment, which impact upon, or cause to eliminate the subject blocks, this Plan shall be red-line revised to make any requisite changes.
- u) Plantings and restoration – that the owner provide a comprehensive planting and restoration strategy and plans for all Greenway and natural heritage system lands. This plan shall be consistent with the Natural Heritage Restoration Plan for the Berczy Glen Secondary Plan/MESP area. And, that the owner commits to funding the implementation of the restoration and enhancement plans and all associated monitoring to the satisfaction of TRCA.
- v) That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA’s conditions.

## 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 Region District School Board

- 22.1 That prior to final approval, the owner shall have made Agreement satisfactory to the York Region District School Board for the transfer of a public elementary school site. The public elementary school site, Block 310, shall contain not less than 2.619 hectares (6.47 acres).
- 22.2 That the owner shall agree in the Subdivision Agreement in wording satisfactory to the York Region District School Board:

- a) to grade the school site and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
- 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;
  - 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 include 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.

## 23.0 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 14.1 and 14.2 have been satisfied.
- b) The Regional Municipality of York Planning Department shall advise that Conditions 19.1 and 19.2 have been satisfied.
- c) The Toronto and Region Conservation Authority shall advise that Conditions 20.1 to 20.3 have been satisfied.
- d) The Ministry of Natural Resources and Forestry shall advise that Condition 21 has been satisfied.
- e) York Region District School Board shall advise that Conditions 22.1 and 22.2 have been satisfied.

Dated: XXXXXX

Ron Blake, Senior Development Manager