

## APPENDIX 'A'

### **RECOMMENDED CONDITIONS OF DRAFT PLAN APPROVAL PLAN OF SUBDIVISION 19TM-16006 LEPORIS CONSTRUCTION INC.**

#### 1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc., identified as Project No. P-2513, dated August 7, 2020, as amended.
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the City unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a subdivision agreement with the City agreeing to satisfy all conditions of the City and Agencies, financial and otherwise, prior to final approval.
- 1.4 Prior to the release for registration of this Draft Plan of Subdivision, the Owner shall prepare and submit to the satisfaction of the City's Director of Engineering and Director of Planning and Urban Design, all required technical reports, studies, and drawings, including but not limited to functional traffic designs, stormwater management reports, functional servicing reports, design briefs, watermain analysis reports, detailed design drawings, noise studies, etc., to support the Draft Plan of Subdivision. The Owner agrees to revise this Draft Plan of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
- 1.5 The Owner shall agree in the Subdivision Agreement to implement the designs and recommendations of the accepted technical reports/studies submitted in support of the draft Plan of Subdivision including but not limited to, functional traffic designs, stormwater management reports, functional servicing reports, design briefs, watermain analysis reports, detailed design drawings, noise studies, etc., to the satisfaction of the City's Director of Engineering and Director of Planning and Urban Design, and at no cost to the City.
- 1.6 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Municipal Class Environmental Assessment, Traffic Impact Study, Internal Functional Traffic Design Study, Transportation Demand Management Plan, Stormwater Management Study (Environmental Master Drainage Plan), Functional Servicing Report, Noise Impact Study, confirmation of alignment of roads with the locations shown in the draft approved plans, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.

- 1.7 The Owner shall covenant and agree in the Subdivision Agreement to design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to sewers, watermain, light standards, utilities, and stormwater management facilities to the satisfaction of, and at no cost to, the City.
- 1.8 The Owner shall agree in the Subdivision Agreement to pay to the City all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.
- 1.9 The Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial security for the draft Plan of Subdivision as required by the City prior to the construction of municipal infrastructure required to service that phase of development.
- 1.10 The Owner acknowledges and agrees to obtain approval of Site Alteration Plans in accordance with the City's Standards prior to proceeding with any on-site works and more particularly topsoil stripping.
- 1.11 The Owner acknowledges and understands that prior to release for registration of this draft plan of subdivision, amendments to Zoning By-laws 304-87 and 177-96, as amended, to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.

## 2. Engineering

### **General**

- 2.1 The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City of Markham.
- 2.2 Prior to the release for registration of this draft Plan of Subdivision, the Owner shall prepare and submit to the satisfaction of the City of Markham, all technical reports, studies, and drawings, including but not limited to, traffic studies, functional traffic designs, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, servicing, etc., to support the draft Plan of Subdivision. The Owner agrees to revise the draft Plan(s) of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
- 2.3 The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the draft Plans of Subdivision including but not limited to, traffic studies, functional traffic design study, stormwater management reports, functional servicing reports,

design briefs, detailed design drawings, noise studies, to the satisfaction of the City of Markham, and at no cost to the City.

The Owner agrees to revise the draft Plan of Subdivision as necessary to incorporate the recommendations to implement or integrate any recommendations from the above studies, and drawings.

- 2.4 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermains, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to, the City of Markham.
- 2.5 The Owner shall agree in the Subdivision Agreement to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.
- 2.6 The Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial security for each phase of the draft Plan of Subdivision as required by the City of Markham prior to the construction of municipal infrastructure required to service that phase of development.
- 2.7 The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any other agreement deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the draft plan of subdivision (or site plan) and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 2.8 The Owner shall submit updates or addendums, as appropriate, to address all outstanding transportation comments from City of Markham, related to the Transportation Impact Study, to the satisfaction of the Director of Engineering.
- 2.9 The Owner shall submit functional design plans for the future Street 1 and Woodbine Avenue intersection under interim and ultimate conditions for review and approval, to the satisfaction of the Director of Engineering.

## **Roads**

- 2.10 The road allowances within the draft plan shall be named to the satisfaction of the City and Regional Municipality of York ("Region").
- 2.11 The Owner shall covenant and agree to design and construct all municipal roads in accordance with City standards and specifications.

- 2.12 The Owner shall covenant and agree in the Subdivision Agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the City, to the satisfaction of the City of Markham. The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the Subdivision Agreement to the satisfaction of the City.
- 2.13 The Owner covenants and agrees that the City will issue building permits in accordance with section 2 of the By-law 2005-104, as amended subject to the following conditions having been met for the proposed turning circle:
- The Owner shall make satisfactory arrangement to provide a turning circles at the west end of Street 1, to the satisfaction of the Director of Engineering.
  - The Owner shall convey to the City all lands required for the construction of the turning circle, including any external lands to the west, or provide any alternative arrangement to the satisfaction of Director of Engineering.
  - The owner shall design and construct the turning circle to the satisfaction of the Director of Engineering.

### **Municipal Services**

- 2.14 The Owner shall covenant and agree to design and construct all municipal services in accordance with City standards and specifications.
- 2.15 The Owner shall agree in the Subdivision Agreement 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.
- 2.16 The Owner shall agree in the Subdivision Agreement to revise and/or update the accepted functional servicing and stormwater management reports, if directed by the City in the event that the Director of Engineering determines that field conditions are not suitable for implementation of the servicing and stormwater strategy recommended in the previously accepted functional servicing and stormwater management reports.
- 2.17 The Owner shall covenant and agree in the Subdivision Agreement that if the proposed sewers connect to existing downstream sewers that are not assumed by the City, to undertake and pay for a sewer video inspection program for the existing sewers to the satisfaction of the Director of Engineering. The Owner further agrees to do the sewer video inspection:

- a) Prior to the connection being made;
- b) Upon the removal of the temporary bulkhead or as directed by the Director of Engineering; and
- c) Upon all roads, parking lots, driveways in the Owners Subdivision having been paved to the final grades, sidewalks, walkways, multi-use paths constructed and boulevards sodded.

The Owner further agrees to provide securities for the video inspection and for flushing and cleaning the existing downstream sewers to the satisfaction of the Director of Engineering

### **Lands to be Conveyed to the City/Easements**

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

### **Utilities**

- 2.19 The Owner shall agree in the Subdivision Agreement that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City of Markham and authorized agencies.
- 2.20 The Owner shall agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including Powerstream, Enbridge, telecommunications companies, etc.
- 2.21 The Owner shall agree in the Subdivision Agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City of Markham in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.
- 2.22 The Owner shall agree in the Subdivision Agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.

- 2.23 The Owner shall covenant and agree in the Subdivision Agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 2.24 The Owner acknowledges that standard community mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. The Owner agrees that should it propose an enhanced community mailbox installation, any costs over and above the standard installation must be borne by the Owner, and be subject to approval by the City in consultation with Canada Post.
- 2.25 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.

### **Environmental Clearance**

- 2.26 The Owner shall agree in the Subdivision Agreement to retain a “Qualified Person” to prepare all necessary Environmental Site Assessments (ESA) and file Record(s) of Site Condition with the Provincial Environmental Site Registry for all lands to be conveyed to the City. The “Qualified Person” shall be defined as the person who meets the qualifications prescribed by the *Environmental Protection Act* and O. Reg. 153/04, as amended. The lands to be conveyed to the City shall be defined as any land or easement to be conveyed to the City, in accordance with the City’s Environmental Policy and Procedures for Conveyance of Land to the City Pursuant to the Planning Act.
- 2.27 Prior to the earlier of any construction, including site alteration, the execution of a pre-servicing agreement or Subdivision Agreement, the Owner agrees to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and all applicable standards, for all lands to be conveyed to the City for peer review and concurrence.
- 2.28 Prior to the earlier of any construction including site alteration, the execution of a pre-servicing agreement or Subdivision Agreement of a phase within the draft Plan of Subdivision, the Owner agrees to submit

environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the City of Markham. The Environmental Clearance and Reliance Letter will be completed in accordance with the City's 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.

- 2.29 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.
- 2.30 The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. The Owner shall further agree in the Subdivision Agreement to indemnify and save harmless the City, its directors, officers, Mayor, councilors, employees and agents from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the City of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on behalf of the City in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.
- 2.31 Prior to the conveyance lands to the City, the Owner shall agree to provide to the City, a Letter of Acknowledgement of the Record of Site Condition from the Ministry of Environment, Conservation and Parks (MECP) for the lands to be conveyed to the City.

### **Streetlight Types**

- 2.32 The Owner shall agree in the Subdivision Agreement to contact the City of Markham prior to commencing the design for streetlighting to confirm the type(s) of poles and luminaires to be provided for different streets and/or lanes.
- 2.33 The Owner shall covenant and agree in the subdivision 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 shall further covenant and agree that the acceptance of these measures will be subject to approval from the Chief Building Official.

3. Tree Inventory and Preservation Plans

- 3.1 The Owner shall submit for approval a tree inventory and tree preservation plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.
- 3.2 The Owner shall submit for approval a tree inventory and tree preservation plan showing the trees to be preserved prior to the issuance of a “Top Soil Stripping Permit, Site Alteration Plan or Pre-Servicing Agreement” to the satisfaction of the Director of Planning and Urban Design.
- 3.3 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit, Site Alteration Plan or Pre-Servicing Agreement to the satisfaction of the Director of Planning and Urban Design. The Owner shall obtain written approval from the Director of Planning and Urban Design prior to 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, as part of the tree inventory and tree preservation plan, in accordance with the City of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
  - a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
  - b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)
  - c) Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites
  - d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

4. Parks and Open Space

- 4.1 The Owner covenant and agrees that parkland dedication is required at a rate specified in Parkland Dedication By-law 195-90, as amended. The Owner covenants and agrees that the parkland dedication requirement for



the draft plan of subdivision is 0.112 hectare and based on a rate of 2% of the land area and calculated as follows:

- 2% x land area = parkland dedication requirement
- 2% x 5.612 ha. = 0.112 ha.

- 4.2 The Owner covenants and agrees to satisfy the parkland dedication requirement through the payment of cash-in-lieu to the satisfaction of the Director of Planning and Urban Design, upon registration of the plan of subdivision.

5. Landscape Works

- 5.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans and a cost estimate prepared by a qualified landscape architect for Street “1” to the satisfaction of the Director of Planning and Urban Design:

- a) Street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009;
- b) Streetscape plans including street trees for Street “1”;
- c) A **specialized** depth of topsoil (300mm) in the entire municipal boulevard to appropriately plant boulevard trees, including a continuous planting trench to appropriately plant boulevard trees and provide submit a soil report demonstrating compliance with the City’s Streetscape Manual to the satisfaction of the City’s Director of Planning and Urban Design.
- d) Fencing, as required.

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

6. Financial

- 6.1 Prior to execution of the subdivision agreement the Owner shall provide a letter of credit, in an amount to be determined by the Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, fencing and, streetscape other landscaping requirements.
- 6.2 The Owner shall provide a Land Appraisal Report to the Manager of Real Property for the purpose of determining the required cash-in-lieu of parkland amount. The Land Appraisal Report is subject to the City’s terms of reference and conformance with the *Parkland Dedication By-law 195-90* and with the *Planning Act*.

7. Natural Heritage

- 7.1 The Owner covenants and agrees to convey Blocks 3, 4 and 6 to the City of Markham in a physical condition to the satisfaction of the City.
- 7.2 Prior to final approval, the Owner shall prepare restoration planting plans for Blocks 3, 4 and 6 to the satisfaction of the Director of Planning and Urban Design. The applicant agrees to assess the feasibility and design for a north-south nature-based trail within Block 3.
- 7.3 Prior to execution of the subdivision agreement, the Owner shall provide a letter of credit to secure all restoration and landscaping works to the satisfaction of the Director of Planning and Urban Design.

8. Development Charges

- 8.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.
- 8.2 The Owner acknowledges and understands that the subdivision agreement will not be executed by the City until an Area-Specific Development Charges By-law has been passed by the City or the City Solicitor is satisfied with the arrangements for the payment to the Town by the developer of any necessary Area Specific Development Charges.

9. York Region

Clauses to be Included in the Subdivision Agreement

- 9.1 The Owner shall agree to implement the recommendations provided in the revised Transportation Study, to the satisfaction of the Region.
- 9.2 The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services.
- 9.3 The Owner shall agree, in wording satisfactory to Development Engineering, that a Site Plan Application approval from York Region is required to be in place before the commencement of any site alteration or construction works for Block 2 abutting Elgin Mills Road East.
- 9.4 The Owner shall agree, in wording satisfactory to Development Engineering, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.

- 9.5 The Owner shall agree, in wording satisfactory to Development Engineering, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
- 9.6 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”.
- 9.7 Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree, in wording satisfactory to York Region's Development Engineering, as follows:
- a) that no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
  - b) that noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
  - c) that maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.
- 9.8 The Owner shall agree, in wording satisfactory to Development Engineering, to be responsible to decommission any existing wells on the owner's lands in accordance with all applicable Provincial legislation and guidelines and to the satisfaction of the area municipality.
- 9.9 The Owner shall agree, in wording satisfactory to Development Engineering, that the Owner will be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

**Conditions to be Satisfied Prior to Final Approval**

- 9.10 The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services division and the Infrastructure Asset Management branch for record.
- 9.11 The Owner shall demonstrate that a vehicular, pedestrian and cycling interconnection from the proposed cul-de-sac at the Street "1" terminus to the south shall be protected and provided. This interconnection is required to minimize the potential impacts on Woodbine Avenue and make efficient use of the internal road network.
- 9.12 The Owner shall provide an updated Transportation Study Addendum that addresses all the comments provided, to the satisfaction of the Region.
- 9.13 Highly Vulnerable Aquifer: Should the proposed major development include bulk fuel ( $\geq 2500\text{L}$ ) or bulk chemicals ( $\geq 500\text{L}$ ) within the HVA, a Contaminant Management Plan (CMP) will be required prior to plan of subdivision final approval, for Water Resources review and approval.

If a CMP is not required, a letter prepared by a qualified professional will be required in its place stating that the above noted activities will not be occurring.

- 9.14 Concurrent with the submission of the subdivision servicing application (MECP) 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:
- a) Plan and Profile for the York Region road and intersections;
  - b) Cross Section on York Region right-of-way at 20m interval where the site is abutting;
  - c) Grading and Servicing;
  - d) Intersection/Road Improvements, including the recommendations of the Traffic Report;
  - e) Construction Access Design;
  - f) Utility and underground services Location Plans;
  - g) Signalization and Illumination Designs;
  - h) Line Painting;
  - i) Traffic Control/Management Plans;
  - j) Erosion and Siltation Control Plans;
  - k) Landscaping Plans, including tree preservation, relocation and removals;
  - l) Arborist Report;

- m) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
  - n) Functional Servicing Report;
  - o) Stormwater management Report;
  - p) Water supply and distribution report and model.
- 9.15 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.
- 9.16 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality.
- 9.17 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.
- 9.18 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.
- 9.19 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.
- 9.20 The Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
  - a) All existing woody vegetation within the York Region road right of way.
  - b) Tree protection measures to be implemented on and off the York Region road right of way to protect right of way vegetation to be preserved.
  - c) Any woody vegetation within the York Region road right of way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road right's of way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.

- d) A planting plan for all new and relocated vegetation to be planted within the York Region road right of way, based on the following general guideline:

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

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

- 9.21 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.
- 9.22 Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
  - a) A widening across the full frontage of the site where it abuts Elgin Mills Road of sufficient width to provide a minimum of 18 metres from the centreline of construction of Elgin Mills Road and any lands required for additional turn lanes at the intersections, and,
  - b) A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts Elgin Mills Road and adjacent to the above noted widening(s).
- 9.23 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.
- 9.24 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.

- 9.25 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.

- 9.26 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.
- 9.27 The Owner shall submit engineering plans for York Region's approval that identify on the plans the Transit requirements.
- 9.28 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 9.29 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.
- 9.30 The Owner shall enter into an agreement with York Region, to satisfy all conditions, financial and otherwise, and state the date at which development charge rates are frozen, 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.

## 10. Fire Department

- 10.1 The Owner shall covenant and agree in the Subdivision Agreement to satisfy the Fire Department as follows:
  - a) Fire break lots shall be designated within the subdivision agreement, to the satisfaction of the Fire Chief or his designate. 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.
  - b) The adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.
  - c) 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. Accesses shall remain clean and clear at all times during the duration of construction; including after hours, weekends and holidays.



11. Toronto and Region Conservation Authority

11.1 That **prior to** any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit, provide and/or attain the approval from the TRCA for:

- a) A development phasing plan illustrating the various phases of development and associated timing of construction, including the development of the Natural Wildlife Corridor, Street 1 and employment development, to the satisfaction of TRCA;
- b) Development limit “constraint” mapping on the Draft Plan of Subdivision and all site plans showing existing and proposed natural features, natural hazards and associated buffers as applicable to the site (e.g. stable top of slope, meander belt, Regulatory flood plain, wetlands, significant vegetation/driplines, required buffers) to the satisfaction of TRCA.
- c) A detailed engineering report stamped by a professional engineer that, in addition to describing the storm drainage system for the proposed development of the subject lands, at a minimum includes the following to the satisfaction of TRCA:
  - i. location and description of all outlets and other facilities, grading, site alterations or development which may require a permit pursuant to Ontario Regulation 166/06, as amended (TRCA’s Development, Interference with Wetlands and Alterations to Shorelines and Watercourse Regulation);
  - ii. confirmation that TRCA’s stormwater management criteria (including stormwater quantity and quality control) and the criteria requirements for water balance and erosion control have been met or exceeded;
  - iii. water balance and Low Impact Development (LID) measures with supporting calculations that, in addition to satisfying site water balance requirements, demonstrate how LIDs will provide support to the Natural Wildlife Corridor or implement alternative sources for hydrological support;
  - iv. detail drawings, locations and plans for proposed water balance and LID measures on the appropriate drawings (all LID measures are required to be located outside of the natural system including setbacks);

- v. detailed grading plans, site servicing plans and cross section drawings.
- d) A Water Balance Assessment outlining the required water balance criteria (for both site water balance and feature-based) and how they are to be met or exceed by the proposed mitigation measures which have been deemed appropriate for the site to the satisfaction of TRCA. The feature-based water balance assessment is required as it relates to all the hydrological inputs (groundwater, surface water and stormwater drainage) in the watercourse and proposed and existing wetlands in order demonstrate the hydrological and ecological function of the features;
- e) Detailed reports and plans for the construction and post-construction of the Natural Wildlife Corridor to the satisfaction of the TRCA, including:
  - i. an appropriate connection to the tributary of the East Carlton Creek at the south end of the property to the satisfaction of the TRCA. This may include entering into an agreement with the adjacent landowner(s) or providing an adequate on-site Natural Wildlife Corridor design that meets TRCA requirements;
  - ii. delineation of all natural features, hazards, and their associated buffers within the Natural Wildlife Corridor;
  - iii. an interim hydrologic strategy to support the wetland in the absence of completed construction of Buildings C and D;
  - iv. an updated geomorphology report and design brief;
  - v. terrestrial and aquatic habitat features including but not limited to birdboxes, snags, perches, sweeper logs, boulder clusters and root wads;
  - vi. detailed plans for wetland pockets;
  - vii. detailed trail plans if a trail within the corridor is required by the City or confirmation from the City that a trail is not required;
  - viii. detailed planting plans;
  - ix. a monitoring program for a period of 5 years that demonstrates the design objectives through providing

1. as-built survey;
  2. surveys (e.g. breeding birds, breeding amphibians, health of the plantings, visual fish observations);
  3. wildlife passage camera demonstrating use of the corridor;
  4. Channel Geomorphic Assessments;
  5. adaptive monitoring in the event of design failure;
  6. reports submitted to the TRCA in Year 1, 3 and 5 post-construction;
- f) An updated Flood Plain Map sheet as well as accompanying digital modeling based upon new works within the Natural Wildlife Corridor to the satisfaction of TRCA;
- g) A detailed and comprehensive Erosion and Sediment Control Plan and Erosion and Sediment Control Report, which complies with the TRCA's current Erosion and Sediment Control Guidelines for Urban Construction (available at: <https://trca.ca/planning-permits/procedural-manual-and-technical-guidelines/>).
- 11.2 That detailed planting / restoration plans be provided and implemented for all Open Space Blocks and associated with the crossing of the Natural Wildlife Corridor, which at a minimum include the proposed species, quantities, densities, planting locations and seed mixtures to the satisfaction of TRCA;
- 11.3 That the applicant provide sufficient securities for the proposed Natural Wildlife Corridor works and restoration plantings;
- 11.4 That permanent fencing be erected along the entire length of the Natural Wildlife Corridor and other Open Space areas as applicable to the satisfaction of TRCA;
- 11.5 That the applicant obtain all Ontario Regulation 166/06 (as amended) permits from the TRCA for all works proposed within TRCA's Regulated Area of the subject property and adjacent properties (as permitted by the landowners);
- 11.6 That the applicant provide confirmation that the natural features, hazards and associated buffer lands (e.g. Blocks 3, 4 and 6) have been placed an appropriate zoning category (e.g. Open Space or equivalent) and will be

gratuitously dedicated to the City of Markham to ensure their long term protection;

- 11.7 That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions, or in order to meet current established standards in place at time of registration of the Plan;
- 11.8 That the applicant provides all outstanding fees (e.g. top up fees, red-line fees, etc.) as required by TRCA;
- 11.9 That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA:
  - a) to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and analyses to be approved by TRCA;
  - b) to agree to, and implement, the requirements of the TRCA's conditions in wording acceptable to the TRCA;
  - c) to design and implement on-site erosion and sediment controls in accordance with current TRCA standards;
  - d) to maintain all stormwater management and erosion and sedimentation control structures operating in good repair during the construction period, in a manner satisfactory to the TRCA;
  - e) to design and implement all water balance/infiltration measures identified in the water balance assessment(s) to be completed for the subject property;
  - f) to include appropriate clauses in all agreements of purchase and sale, for lots or blocks on which infiltration infrastructure (whether structural or passive) is to be located that clearly identifies maintenance responsibilities of the landowner;
  - g) to provide for the creation of a Natural Wildlife Corridor and the planting, restoration and enhancement of all natural feature and associated buffer areas to the satisfaction of TRCA staff. Additionally, that monitoring and replanting of these areas (as necessary) be completed for a minimum period of 2 years with sufficient funds be secured through this period through a letter of credit in favour of the City of Markham or other appropriate measure;

- h) that all blocks containing natural features, hazards and their associated buffers be gratuitously conveyed free of all encumbrances into public ownership;
- i) to obtain all necessary TRCA permits pursuant to Ontario Regulation 166/06 (as amended) from the TRCA.

12. Alectra Utilities

12.1 The Owner shall covenant and agree in the Subdivision Agreement to satisfy Alectra Utilities as follows:

- a) The owner(s), or his/her/their agent, for this plan is/are required to contact Alectra Utilities to obtain a subdivision application form (SAF) and to discuss all aspects of the above project. The information on the SAF must be accurate to reduce unnecessary customer costs, and to provide a realistic in-service date. The information from the SAF is also used to allocate/order materials, to assign a technician to the project, and to place the project in the appropriate queue. A subdivision application form is enclosed with this request for comments.
- b) Alectra Utilities will prepare the electrical distribution system (EDS) design for the subdivision. The subdivision project will be assigned to an Alectra Utilities design staff upon receipt of a completed SAF. The design of the subdivision can only commence upon receiving a design prepayment and the required information outlined on the SAF.
- c) Alectra Utilities will obtain the developer(s) approval of the EDS design, and obtain the required approvals from local government agencies for EDS installed outside of the subdivision limit. Alectra Utilities will provide the developer(s) with an Offer to Connect (OTC) agreement which will specify the responsibilities of each party and an Economic Evaluation Model outlining the cost sharing arrangement of the EDS installation between both parties. The OTC agreement must be executed by both parties and all payments, letter of credits and easements received in full before Alectra Utilities can issue the design for construction.
- d) All proposed buildings, billboards, signs, and other structures associated with the development must maintain minimum clearances to the existing overhead or underground electrical distribution system as specified by the Ontario Electrical Safety Code and the Occupational Health and Safety Act.

- e) All communication, street light or other pedestal(s) or equipment(s) must not be installed near Alectra Utilities transformers and/or switchgears. Enclosed with this request for comments are Alectra Utilities clearance standards.
- f) Existing Alectra Utilities plant in conflict due to driveway locations or clearances to the existing overhead or underground distribution system will have to be relocated by Alectra at the Developer's cost.

13. Canada Post

- 13.1 The owner/developer agrees to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
- 13.2 The owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 13.3 The owner/developer will consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plans.
- 13.4 The owner/developer will 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.
- 13.5 The owner/developer further agrees to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.
- 13.6 The owner/developer further agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.
- 13.7 Further information can be found by visiting the following link to Canada Post's Delivery Standards Manual.  
[https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual\\_en.pdf?\\_ga=1.255544584.102383918.1446243719](https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual_en.pdf?_ga=1.255544584.102383918.1446243719)

14. Bell Canada

- 14.1 The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.

15. External Clearances

- 15.1 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 Regional Municipality of York Transportation and Community Planning Department shall advise that Conditions 9.1 to 9.30 have been satisfied.
  - b) The Toronto and Region Conservation Authority (“TRCA”) shall advise that all lands containing natural features, hazards and their associated buffers are zoned for environmental protection, densely planted and gratuitously dedicated into public ownership, free and clear of all encumbrances to the City of Markham and are to the TRCA’s satisfaction and that Conditions 11.1 to 11.9 has been satisfied.
  - c) Alectra Utilities shall advise that Condition 12.1 has been satisfied.
  - d) Canada Post shall advise that Conditions 13.1 to 13.7 have been satisfied.
  - e) Bell Canada shall advise that Condition 14.1 has been satisfied.