

APPENDIX 'A'

RECOMMENDED CONDITIONS OF DRAFT PLAN APPROVAL PLAN OF SUBDIVISION 19TM-19002 NEST (VS) GP 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-2641, dated March 23, 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 road design, 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
 - 2.1 Prior to final approval, the Owner shall satisfy all Engineering Conditions to the satisfaction of the Director of Engineering.
3. Urban Design
 - 3.1 Prior to final approval, the Owner shall satisfy all Urban Design Conditions to the satisfaction of the Director of Planning and Urban Design.
4. Natural Heritage
 - 4.1 The Owner covenants and agrees to convey Open Space Block 2 to the City of Markham in a physical condition to the satisfaction of the City.
 - 4.2 The Owner covenants and agrees to implement the recommendations of the Environmental Impact Study prepared by Beacon Environmental, dated March 2020.
 - 4.3 That prior to final approval of the draft plan, the Owner agrees to prepare and implement a valley buffer restoration plan for Open Space Block 2 to the satisfaction of the Director of Planning and Urban Design. The Owner

agrees to provide a Letter of Credit in the subdivision agreement to secure the works identified in the ecological restoration plan.

4.4 The Owner covenants and agrees to include warning clauses in all agreements of purchase and sale providing notice that:

- “Lands adjacent to this property have been conveyed to the City of Markham for environmental protection purposes. These lands have been planted with trees and shrubs by the developer and will be left in an untouched and naturalized state. 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.”

5. Fire Department

5.1 The Owner shall covenant and agree in the Subdivision Agreement to satisfy the Fire Department as follows:

Fire Access Routes:

- a) Fire Access Route must be designed and constructed to support expected load imposed by firefighting equipment and be surfaced with concrete, asphalt or other material designed to permit accessibility under all climactic conditions.
- b) Access routes shall be provided with an overhead clearance of at least 5 meters.
- c) The access for firefighting is unacceptable as a minimum 9 meter inside turning radius must be provided for all changes in direction along the entire fire route.
- d) Should there be a change in gradient along the fire access route; the route shall be designed to have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15m (49ft 3in).
- e) Fire Access Route Signs are required and shall be installed by the Owner subject to Fire Department approval. Indicate the locations of the fire access route sign for review and approval. The signs are to be spaced a maximum of 30m apart on both sides of the fire access route and a maximum of 15m from the street curb. Signs to be set at an angle of not less than 30° and not more than 45° to a line parallel to the flow of traffic and should always be visible to approaching traffic.

- f) The Fire Department will require a Letter of Credit in the amount of \$5,000.00 to ensure completion of the installation of the fire access route signs.

Hydrant Installation:

- g) Hydrants will be required and the location of the hydrants and size of water main must be approved by the Fire Department. Hydrants shall be installed with a 100mm storz connection as per City of Markham engineering standards.
- h) The Fire Department will require a Letter of Credit in the amount of \$15,000.00 to ensure completion of the installation of each hydrant.

Water Supply:

- i) The size of the water mains and the hydrant locations shall be approved by the Fire Department.
- j) A water supply of at least 5,000 L/min for single family dwellings and 7,000 L/min for townhouse developments shall be available for firefighting purposes.

Fire Department Access:

- k) To ensure reliability of access for Fire Department vehicles under all conditions, two means of street access, at least 6m wide and independent of one another are to be provided into the development at all times. Gates, concrete barriers or other types of obstructions will not be permitted at each approved Fire Department access during construction and after hours.
- l) The Fire Department will require a Letter of Credit in the amount of \$20,000.00 to ensure two separate and independent access into the development are clear at all times during construction and after hours.
- m) Access to rear yards shall be provided by means of a 3 meter break between townhouse blocks.
- n) Municipal addresses for townhouses, single family dwellings, etc..., shall be designated and visible from the main street access.

Firebreak:

- o) Block #2 shall be designated as a fire break.

Site Plan Items:

- p) Indicate the location of the fire access route on the site plan.
- q) Indicate the location of the fire access route signs on the site plan.
- r) Indicate the location of the hydrants on the site plan.

Underground Servicing Plans:

- s) One copy of the underground servicing site plan shall be submitted to the Fire Department for review and approval. The underground servicing plan is required to be reviewed and approved prior to the Site Plan Endorsement Stage.

Final Approval:

- t) The applicant is to be advised that a meeting will be required with the Fire Department to finalize the location of the hydrants, fire access route signage locations.

6. York Region

Clauses to be Included in the Subdivision Agreement

- 6.1 The Owner shall save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 6.2 The Owner shall agree in wording satisfactory to Development Engineering, that approval of the related Site Plan application SP.19.M.0059/SPC 19 179145 from Region is required to be in place before the commencement of any site alteration or construction works for the subject site.
- 6.3 The Owner shall agree in wording satisfactory to Development Engineering, to advise all potential purchasers of the existing and future introduction of transit services in this development. This includes current and potential transit routes, bus stops and shelter locations. This shall be achieved through distribution of information/marketing materials (YRT/Viva route maps, Future Plan maps & providing YRT/Viva website contact information) at sales offices and appropriate notification clauses in purchase agreements. The Owner/consultant is to contact YRT/Viva Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.

Conditions to be Satisfied Prior to Final Approval

- 6.4 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
 - 6.5 The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Markham:
 - a) A copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof.
 - b) A copy of an email confirmation by City of Markham staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
 - 6.6 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.
 - 6.7 Prior to final approval, the Owner shall provide landscape drawings to confirm that landscaping shall not interfere with existing bus stops, passenger standing areas or corner sightlines. Bus stops located in front of the employment areas shall be incorporated into the landscape design.
 - 6.8 The Owner shall agree in the Letter of Approval to contact Sustainable Mobility to discuss Transportation Demand Management options for the proposed development.
 - 6.9 The Owner shall provide a copy of the Subdivision Agreement to the Corporate Services Department, outlining all requirements of the Corporate Services Department.
 - 6.10 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.
7. Toronto and Region Conservation Authority
- 7.1 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) Detailed grading, servicing and other engineering plans delineating the updated flood plain limit and buffers to the proposed development to the satisfaction of the TRCA. Where a buffer of less than 10 metres is necessary due to the updated flood plain modeling, demonstrate that a 0.3 m freeboard (vertical buffer) to the flood plain is provided through lot grading within the development block.
- b) A detailed engineering report stamped by a professional engineer that, in addition to describing the storm drainage system for the proposed development of the subject lands, includes:
 - i. location and description of all outlets and other facilities, grading, site alterations or development which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourse Regulation;
 - ii. confirmation that TRCA's stormwater management criteria (including stormwater quantity and quality control) and the criteria requirements for water balance and erosion control have been met or exceeded;
 - iii. water balance measures with supporting calculations;
 - iv. detail drawings, locations and plans for proposed water balance and Low Impact Development (LID) measures on the appropriate drawings;
 - v. detailed grading plans and site servicing plans;
 - vi. supporting background documentation (e.g. seasonal hydrologic study, infiltration or percolation rates) as appropriate.
- c) A detailed and comprehensive Erosion and Sediment Control Plan and Erosion and Sediment Control Report, which complies with the TRCA's *Erosion and Sediment Control Guidelines for Urban Construction* (available at <https://trca.ca/planning-permits/procedural-manual-and-technical-guidelines/>);
- d) Detailed landscape planting plans demonstrating that any existing structures and/or debris within the environmental block (Block 2) will be removed and that the block will be restored and densely planted with appropriate native species in accordance with the approved landscape planting plans.

- 7.2 That the environmental block (Block 2) containing natural feature(s), hazards and associated buffers be placed into an appropriate zoning category (e.g. Open Space), densely planted, and gratuitously dedicated into public ownership to ensure the long term protection of the lands.
- 7.3 That the applicant obtain all Ontario Regulation 166/06 (as amended) permits from the TRCA for all works proposed on the subject property for which permits would be required.
- 7.4 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 or any phase thereof.
- 7.5 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 obtain all necessary TRCA permits pursuant to Ontario Regulation 166/06 (as amended) from the TRCA;
 - 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) that the environmental block (Block 2) be gratuitously conveyed into public ownership free of all encumbrances into public ownership;
 - h) to provide and install all LID measures identified in the engineering report(s) for the purchaser prior to occupancy to the satisfaction of the City and TRCA;

- i) to undertake restoration and planting enhancements within the environmental block (Block 2) in accordance with approved landscape planting plans and provide appropriate securities and/or letter of credit to the City of Markham.

8. Alectra Utilities

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

- a) The owner, or his agent, for this plan is required to contact Alectra to discuss all aspects of the above project. Alectra will require site plan drawings, draft m-plans, legal plans, architectural design drawings, electrical consultant's drawings, number of units/lots in the subdivision/development and type of the subdivision/development (i.e., single family residential, town homes, condominium town homes, industrial etc.), square footage of the buildings, the required voltage, amperage and building loads, along with the completed and signed Subdivision Application Information Form (SAIF). Alectra will then use this information to determine the type of available service in the area to supply this project and determine the design fee for the subdivision or development.
- b) Once Alectra has received the design fee and requested information, Alectra will prepare the hydro design, obtain the owner's /developer's approval of the design and obtain the required approvals from the local municipality and prepare the cost of the electrical distribution system (EDS) installation. Alectra will provide the owner/developer with an "Offer to Connect" (OTC) agreement which will specify all the details and the responsibilities of each party.
- c) The information on the SAIF must be as accurate as possible to reduce unnecessary customer costs, and to provide a realistic in-service date. The information from the SAIF is also used to allocate/order materials, to assign a technician to the project, and to place the project in the appropriate queue.
- 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) If there are any existing components of Alectra's electrical distribution system on the proposed project site, they will have to be

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

9. Canada Post

- 9.1 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.
- 9.2 The owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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

10. Bell Canada

- 10.1 The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- 10.2 The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

11. External Clearances

- 11.1 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 Corporate Services Department shall advise that Conditions 6.1 to 6.10 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 7.1 to 7.5 have been satisfied.
 - c) Alectra Utilities shall advise that Condition 8.1 has been satisfied.
 - d) Canada Post shall advise that Conditions 9.1 to 9.7 have been satisfied.
 - e) Bell Canada shall advise that Conditions 10.1 to 10.2 have been satisfied.