

## **Appendix B: Conditions of Draft Plan of Subdivision Approval**

### **THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-19005 (1212763 ONTARIO LTD. ARE AS FOLLOWS:**

#### **1.0 General**

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Malone Given Parsons identified as MGP File No. 17-2622, dated December 17, 2019, Last Revised June 2, 2021 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.
  - 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.
  - A minimum 0.40 hectare parkette (Block 327)
- 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 June, XX 2024 unless extended by the City upon application by the Owner.
- 1.3 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, an amendment to the city's zoning by-laws to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.4 The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City of Markham.
- 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 Director of Engineering.
- 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 impact assessment studies, functional traffic design study, transportation demand management plan, 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 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.

- 1.8 Notwithstanding the maximum right-of-way width for Street A, Street B, and Street C, if it is determined through further review or analysis at the implementation stage 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 Secondary Plan.
- 1.9 The Owner agrees to design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, sewers, watermain, light standards, utilities, stormwater management facilities, and roads to the satisfaction of, and at no cost to, the City of Markham.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 The Owner agrees, if required, to obtain a road occupancy permit or license to enter, prior to commencing any works on lands owned by the City, to the satisfaction of the Director of Engineering, Director of Operations and City Solicitor.

## **2.0 Transportation Engineering - 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 Prior to registration, the Owner agrees to revise to the satisfaction of the Director of Engineering, the rights-of-way shown on the draft Plan of Subdivision as follows:
  - Street C in its entirety to 22.5 m (from 21.8 m)

- The portion of Street F abutting Block 334 to 16.0 m (from 15.5 m)
- The portion of Street G abutting Block 334 to 16.0 m (from 15.5 m)

- 2.4 The Owner agrees to provide temporary turning circles, where required, at the Owners cost and to remove and restore the streets to their normal condition at the Owners cost when required by the City, to the satisfaction of the Director of Engineering. 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. The Owner further agrees that dead end streets without temporary turning circles shall be barricaded to the satisfaction of the Director of Engineering and, conditions respecting the maintenance of such streets by the Owner until acceptance and assumption by the City will be included in the Subdivision Agreement.
- 2.5 Prior to registration of any phase in the Subdivision, the Owner agrees that the City will require a Road Infrastructure Phasing Assessment 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. The Phasing Plan will define the timing for the required road improvements (boundary roads, internal roads, and Berczy Creek crossings) 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 the Phasing Plan.
  - b) Acquire and convey to the City any lands external to the Draft Plan of Subdivision, as necessary, to complete the road infrastructure requirements as recommended in the accepted Transportation Impact Assessment Study and the Phasing Plan.
  - 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.
- 2.6 Prior to the registration of Draft Plan of Subdivision, the Owner agrees to submit a Functional Traffic Design Study of the proposed road network, a Transportation Demand Management Plan (“TDM”), and address all outstanding comments to the satisfaction of the Director of Engineering.
- 2.7 The Owner agrees to implement the TDM Plan recommendations and provisions to be outlined in the Transportation Study to the satisfaction of the Director of Engineering. The Owner further acknowledges and agrees to provide a TDM Letter of Credit in the amount reflective of the recommendations.

- 2.8 The Owner agrees to design and construct with any phase of development to the satisfaction of the Director of Engineering prior to registration:
- a) Street C, from Elgin Mills Road south through external Mattamy Roman subdivision (19TM-18005) and Mattamy Rinas subdivision (19TM-18004), and terminating at Vine Cliff Boulevard - Street A.
  - b) Extension of Stoney Hill Boulevard (including necessary improvements to the existing intersection) as Street B (collector road) to the east limit of the Subdivision.
  - c) Extension of Vine Cliff Boulevard (including necessary improvements to the existing intersection) as Street A (collector road) to the east limit of Subdivision.
- 2.9 The Owner agrees that Lots 1 to 6, both inclusive, and Blocks 303 to 310, both inclusive be placed under an “H” Holding Provision subject to acceptance of a Phasing Plan and until such time that Street B east of the Draft Plan can be constructed to provide access to all the above Lots and Blocks.
- 2.10 The Owner agrees that Lots 7 to 11, both inclusive, and Blocks 324 and 325 be placed under an “H” Holding Provision subject to acceptance of a Phasing Plan and until such time that Street A east of the Draft Plan can be constructed to provide access to all the above lots and blocks.
- 2.11 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 C intersection to the satisfaction of the Director of Engineering.
- 2.12 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.

### **3.0 Development Engineering – Municipal Services**

- 3.1 The Owner agrees to design and construct all municipal services in accordance with City standards and specifications.
- 3.2 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.

- 3.3 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 as required by the City's By-law 2005-104, as amended.
- 3.4 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.
- 3.5 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.

- 3.6 The Owner acknowledges that the servicing of the lands east of Berczy Creek requires construction of new sanitary sewers and, upgrades to the existing downstream sanitary sewer system that eventually connects to the York-Durham Sanitary Sewer on 16th Avenue (the "East Sanitary Upgrades"). The Owner agrees to pay the City upon execution of the Subdivision Agreement, the Owners' share for the cost of the East Sanitary Upgrades in accordance with the City's Area Specific Development Charge to the satisfaction of the Director of Engineering.

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

- 3.7 Construction of Bridges on Street 'A' and Street 'B'

- a) Prior to registration of any phase of the subdivision east of Berczy Creek, the Owner acknowledges that the City will require an executed construction agreement between the City and the Berczy Glen Landowners Group Inc. (the “Group”) for the construction of the bridges over Street ‘A’ (the South Bridge) and Street ‘B’ (the North Bridge) to the satisfaction of the City Solicitor and the Director of Engineering.
- b) The Owner acknowledges that the DC Credit and/or reimbursement for the North Bridge will be issued to the Group in accordance with City policies and the Council endorsed April 19, 2021 staff report.
- c) The City acknowledges and agrees that the South Bridge in the draft Plan of Subdivision is eligible for City Wide Hard Development Charge Credits and agrees to reimburse the Owner or the Group for their construction of this bridge. The maximum Development Charge Credits available to the Owner shall be the lesser of the actual capital cost of the bridge works or the cost as established in the 2017 Development Charges Background Study and, shall be in accordance with the City’s Development Charges Credit and Reimbursement Policy. The Owner and City acknowledge and agree that the cost included in the 2017 Development Charges Background Study for this bridge is Eight Million Dollars (\$8,000,000.00) and represents the maximum development charge credits to be granted.

#### **4.0 Development Engineering - Lands to be Conveyed to the City / Easements**

- 4.1 The Owner agrees to grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the Plan of Subdivision. The Owner also agrees to provide for any easements and works external to the draft Plan of Subdivision, including works within Hydro One Lands, necessary to connect watermains and storm and sanitary sewers to existing watermains, stormwater management facilities and sanitary sewers to the satisfaction of the City. The Owner agrees to construct the lands within the limit of the easement in a manner satisfactory to the Director of Engineering to allow the municipal services within the easement to be properly maintained by the City.
- 4.2 The Owner agrees to convey 0.3 m reserves at the ends of Streets A, B, D, E, and K, to the City, and any additional reserves if requested, free of all costs and encumbrances, upon registration of the Plan of Subdivision.
- 4.3 The Owner shall convey Blocks 328 and 329 to the City, for stormwater management purposes, free of all costs and encumbrances, to the satisfaction of the City and the TRCA, upon registration of the Plan of Subdivision.
- 4.4 The Owner shall convey Blocks 335 to 338, both inclusive to the City, for municipal servicing purposes, free of all costs and encumbrances, to the satisfaction of the City, upon registration of the Plan of Subdivision.
- 4.5 Hydro One Lands:

- a) The Owner shall, at its sole cost and expense arrange, for the conveyance to the City of such lands and easements within the hydro corridor required by the Director of Engineering for the extension of Stoney Hill Boulevard and Vine Cliff Boulevard through the hydro corridor at no cost and expense to the City, free and clear of encumbrances to the satisfaction of the City Solicitor. The Owner acknowledges and agrees that such lands are currently owned by HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF PUBLIC INFRASTRUCTURE RENEWAL (the “Province”) and that the Owner shall make all arrangements with the Province and Hydro One for the said conveyance of lands and easements to the City at no cost to the City.
- b) The Owner shall enter into a Funding Agreement with the City pursuant to which the Owner shall agree to indemnify the City for any claims relating to the City acquiring the said lands and easements and to pay any and all costs in connection with the conveyance of the said lands and easements to the City prior to the City entering into any agreement with the Province for the conveyance of the said lands and easements to the City.
- c) The Owner further acknowledges and agrees that in the event that the Owner wishes to commence construction on such lands before such lands and easements are conveyed to the City, it shall be responsible for obtaining any required permission from the Province and/or Hydro One to access and construct on such lands at its sole cost and expense.

## **5.0 Development Engineering - Utilities**

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.

- 5.5 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.

## **6.0 Environmental Engineering - Environmental Clearance**

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.



- 6.5 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, councillors, 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.
- 6.6 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.

## **7.0 Municipal Inspections - Streetlight Types**

The Owner shall agree 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.

## **8.0 Well Monitoring Program and Mitigation Plan**

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.

## **9.0 Natural Heritage**

- 9.1 The Owner covenants and agrees to convey Open Space Blocks (Blocks 330 to 333 inclusive) to the City of Markham in a physical condition to the satisfaction of the City. Open Space Block 334 may be conveyed into public ownership upon resolution of parkland dedication. All Open Space Blocks (Blocks 330 to 334 inclusive) shall be zoned into an open space or greenway zone as part of the implementing zoning by-law amendment to the satisfaction of the Director of Planning and Urban Design. Should Open Space Block 334 not be conveyed into public ownership upon registration of the draft plan of subdivision, a 0.3 m reserve shall be required to be conveyed to the City along the frontage of the abutting roads through a red-line revision of the Draft plan of subdivision to the satisfaction of the Director of Planning and Urban Design. The City and the applicant will identify an appropriate access point on Street F or G (local roads) through the redline revision process.

- 9.2 The Owner covenants and agrees to implement the recommendations of the Environmental Impact Study prepared by Beacon Environmental and dated April 2021.
- 9.3 That prior to final approval of the Draft plan, the Owner agrees to prepare a Natural Heritage Restoration Plan for the Open Space Blocks. Detailed landscape plans shall be prepared to the satisfaction of the Director of Planning and Urban Design. It shall address:
- a) Recommendations of the Environmental Impact Study prepared by Beacon Environmental, dated April 2021;
  - b) Any bare soils shall be seeded and stabilized with a native seed mix;
  - c) Ecological restoration of the vegetation protection zones and other lands required to mitigate the impacts of the stormwater management outfall;
  - d) Fencing and dense vegetation plantings wherever the Greenway System abuts residential lands; and,
  - e) Removal of garbage within the Open Space lands.
- 9.4 The Owner covenants and agrees to provide a Letter of Credit in the subdivision agreement to secure the ecological restoration works identified in the Natural Heritage Restoration Plan.
- 9.5 The Owner covenants and agrees to include warning clauses in all agreement of purchase and sale for any lot abutting a Greenway, SWM Pond or Open Space block providing notice that:

“Lands adjacent to this property have been conveyed to the City of Markham for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state and may be planted with native trees and shrubs. Purchasers are advised that building encroachments, dumping of yard waste and removal of grass and vegetation are not permitted on city-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas.”

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

## **10.0 Fire**

- 10.1 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.

- 10.2 The Owner acknowledges and agrees that the adequacy and reliability of water supplies shall be subject to the review and approval of the Fire Services.
- 10.3 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.
- 10.4 The Owner shall acknowledge and agree in the Subdivision Agreement that to ensure reliability of access for Fire Services vehicles under all conditions, two full moves and unobstructed means of street access, independent of one another shall be provided into the development. If less than two accesses are provided, each dwelling within the development shall be fully equipped with an automatic sprinkler system, designed in accordance with NFPA 13.
- 10.5 The Owner shall acknowledge and agree in the Subdivision Agreement that the following accesses into the subdivision shall be completed prior to commencing any construction:
- Stony Hill Boulevard shall be connected to Street 'B'
  - Vine Cliff Boulevard shall be connected to Street 'A'
- These accesses into the subdivision shall remain unobstructed at all times during construction including afterhours, weekends and holidays. It shall be Owners responsibility to secure the site by other means and it shall be approved by the Fire Services.
- 10.6 The Owner shall acknowledge and agree in the Subdivision Agreement that townhouse and single detached laneway dwellings with detached garages shall not exceed 90.0 metres. A townhouse block shall not exceed a distance of 45m in length. Alternative compliance may be proposed and will be subject to the approval of the Fire Chief.

## **11.0 Waste**

- 11.1 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.
- 11.2 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.

- 11.3 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.
- 11.4 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.

## **12.0 Urban Design**

### **Tree Inventory and Tree Preservation Plan**

- a) 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.
- b) 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.
- c) 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 of Subdivision.
- d) 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:
  - i. Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1.
  - ii. 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).

- iii. 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).
- iv. The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.
- e) 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.

#### Community Design

- f) 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.
- g) 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.
- h) The Architectural Control Guidelines shall include provisions requiring buildings to comply with the City's Bird Friendly Guidelines.
- i) 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.
- j) The Owner shall retain a design consultant acceptable to the City's Director of Planning and Urban Design to implement the Architectural Control Guidelines.
- k) 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.
- l) 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.
- m) 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.

#### Parks and Open Space

- n) The Owner covenant and agrees that the parkland dedication requirement is 1.858 hectares, calculated at a rate of 5% of the land area, as specified in the Parkland Dedication By-law 195-90, and calculated as follows:
- **5% of land area = 0.05 x 37.15ha = 1.858 hectares**
- o) The Owner acknowledges and agrees that the parkland dedication for this draft plan of subdivision shall be a minimum of 1.858 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.
- p) The Owner covenants and agrees to convey Park Block 326 (Portion of Community Park) and 327 (South Parkette) 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 326	2.58 ha.
Block 327	0.40 ha.
<b>Total</b>	<b>2.98 ha</b>

- q) Conveyance of Park Block 326 and 327 will satisfy all of the parkland dedication for this development. Prior to registration, the parkland over-dedication (1.123 ha.) will be reconciled through a Master Parkland Agreement entered into between the Berczy Glen Land Owner group and the City. The City reserves the right to require any alternative arrangement at the sole discretion of the Director of Planning and Urban Design.
- r) A letter of credit may be held for the parkland dedication until a Master Parks Agreement has been approved by the City's Director of Planning and Urban Design.
- s) 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.

#### Landscape Works

- t) 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:

- i. For all public streets, streetscape plan and street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009;
- ii. 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;
- iii. For all corner lots provide privacy wood screen corner lot fencing as required;
- iv. Noise attenuation fencing as required;
- v. For all lots backing or flanking onto an Open Space Block, Greenway, Park Block, School Block or SWM Block, provide 1.5m high galvanized steel chain-link fence to be placed on the public property, two (2") inches from the property line, as determined appropriate by the Director Planning and Urban Design;
- vi. For all open space, stormwater and walkway blocks provide landscaping;
- vii. A trail network;
- viii. Restoration works identified in the detailed landscape restoration plans at the detailed design stage;
- ix. Any other landscaping as determined in the Community Design Plan, Architectural Control Guidelines and the Tree Inventory and Compensation Schedule.

u) The Owner shall construct all landscape works referred to in condition 12. t) in accordance with the approved plans at no cost to the City. The construction of trail network, item 12. t) vii. may be eligible for Development Charge credits at the discretion of the Director of Planning and Urban Design.

v) The Owner shall not permit their builders to charge home purchasers for the items listed in condition 12. t).

w) The Owner shall include in all agreements of purchase and sale the following clause:

“PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION WITHIN WHICH THIS LOT IS LOCATED, THE CITY OF MARKHAM HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:

- STREET TREES (TREES PLANTED IN THE CITY BOULEVARD Or IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS to meet 6.1a)
- FENCING AS REQUIRED BY THE CITY
- FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE CITY)
- TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE CITY)
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF PARKS, WALKWAYS AND STORMWATER MANAGEMENT POND BLOCKS

- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES
- DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOME PURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE.”

#### Parkland Servicing

- x) 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.
- y) 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.
- z) 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.

#### Financial

- aa) 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.

#### Trail System

- bb) 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 of Subdivision, the other land Owners within Berczy Glen Secondary Plan area, and the City.



### **13.0 Other City Requirements**

- 13.1 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.
- 13.2 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.
- 13.3 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; hydro corridor(s); 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.
- 13.4 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.
- 13.5 The Owner covenant and agrees in the subdivision agreement to implement the strategy and actions of the Community Energy Plan in support of the City's net zero emissions

by 2050 objective, to the satisfaction of the Director of Sustainability and Asset Management and the Director of Planning and Urban Design.

- 13.6 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.
- 13.7 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.

#### **14.0 Canada Post**

- 14.1 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.
- 14.2 The Owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 14.3 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.
- 14.4 The Owner/developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
- An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on.
  - Any required walkway across the boulevard.
  - Any required curb depressions for wheelchair access.
- 14.5 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.
- 14.6 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.
- 14.7 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.

## **15.0 York Region**

15.1 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 to implement the recommendations of the Transportation Mobility Plan Study, Transportation Demand Management and the Detailed Phasing Plan, to the satisfaction of the Region.

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

- a) The Owner shall complete a water distribution system analysis for the proposed development to the satisfaction of the Region.
- b) 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 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 of subdivision.
  - 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.
- c) 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.
- d) The Owner shall provide a Detailed Phasing Plan for the Berczy Glen Secondary Plan, to the satisfaction of the Region.
- e) The Owner shall demonstrate that Phase 1 of the proposed development will include the construction of the local road connection to Stoney Hill Boulevard. This connection is required to provide alternative routing options and relief to Elgin Mills Road and Regional intersections.
- f) The Owner shall demonstrate that Phase 1 of the proposed development will include the construction of the local road connection to Vine Cliff Boulevard. This connection is required to provide alternative routing options and relief to Elgin Mills Road and Regional intersections.

- g) The Owner shall demonstrate that the northerly 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, Major Mackenzie Drive and the intersections at Elgin Mills Road and Woodbine Avenue, Victoria Square Boulevard and Woodbine Avenue and Major Mackenzie Drive and Woodbine Avenue.
- h) 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, Major Mackenzie Drive and the intersections at Elgin Mills Road and Woodbine Avenue, Victoria Square Boulevard and Woodbine Avenue and Major Mackenzie Drive and Woodbine Avenue.
- i) The Owner shall demonstrate that the infrastructure improvements identified in the Master Environmental Servicing Plan Transportation Study and Transportation Mobility Plan are provided to the satisfaction of the Region.
- j) The Owner shall provide a Transportation Mobility Plan Study, to the satisfaction of the Region.
- k) The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- l) The Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of York Region.
- m) 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.
- n) The Regional Corporate Services Department shall advise that Conditions 15.2 a) to m) inclusive, have been satisfied.

## **16.0 Toronto and Region Conservation Authority**

- 16.1 That *prior to* any development, 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, as well as compliance with applicable MECP requirements.
- c) Detailed engineering report and plans for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan and TRCA requirements, to the satisfaction of the TRCA. This report and plans shall include:
  - i. plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how target flows as identified in the subwatershed study and within the approved MESP will be achieved during and post-development;
  - ii. appropriate Stormwater Management Practices (SWMP's) to be used to treat stormwater, to mitigate the impacts of development on the quality of ground and surface water resources (including thermal and turbidity impacts). This must include identification of potential construction and permanent impacts to impacted or receiving natural systems.
  - iii. proposed methods for controlling or minimizing erosion and sediment on-site in accordance with current Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and an ESC report must address phasing and staging, demonstrate how impacts to the Greenway will be mitigated. The report will also have specific plans for ESC monitoring and reporting, as required by TRCA. All areas to be protected must be effectively isolated through appropriate measures prior to any site alteration

being initiated. The ESC report and strategy shall also integrate all relevant mitigation measures included in the EIS. As part of the Erosion and Sediment Control Report, the identification of vulnerable receiving features is required.

- iv. location and description of all SWM and foundation drain collector outlets and other SWM infrastructure within and adjacent to the Greenway System, including a detailed analysis of any potential associated grade modifications and vegetation removal and all feasible mitigation measures to the satisfaction of the TRCA. This includes demonstrated consistency with the MESP with respect to location of outfalls to minimize the impacts to sensitive natural heritage features. Should red-line revisions to stormwater management pond blocks be necessary to meet the requirements of the TRCA, these alterations to expand blocks, or modify the size or configuration shall occur on lands within this subdivision which are currently proposed for development;
- v. the integration of Low Impact Development (LID) measures and source and conveyance controls to mimic to the extent possible, pre-development hydrology and to reduce post-development runoff volumes. Multiple LID measures shall be used as part of an overall treatment train approach, consistent with the subwatershed study, to the satisfaction of the TRCA. the size and location of all LID measures associated with this development shall be confirmed to the satisfaction of the TRCA. Specific site water balance targets, and methods and locations for implementation of LIDs shall be provided;
- vi. identification and quantification of the specific measures that are being employed to ensure that there will be no predicted erosion related impacts on downstream areas (during and post construction), which are to be integrated into the stormwater management plan to the satisfaction of the TRCA. The report must identify in detail, how downstream erosion associated with flows generated from this development is being avoided;
- vii. detailed design of all proposed infiltration and low-impact development measures that are to be employed, demonstrating that TRCA's requirements, which include but are not limited to quality and quantity requirements, have been satisfied. Demonstration of how the receiving stormwater management ponds are being managed during the construction phase while some or all of the LIDs are not in operation;
- viii. demonstrate how the pre-development drainage patterns are being preserved, during construction and community build-out as well as post-development (to the greatest extent possible), in accordance with the approved MESP. The report shall include an impact mitigation report which demonstrates how construction and development shall minimize

the potential impacts any flow diversion on the natural systems on or off the subject property, and including any broader impacts upon the sub watershed. Alterations to the approved drainage patterns in the Subwatershed Study (SWS) will require a reassessment of the SWS model utilized, and model calibration to demonstrate how the feature-based water balance is maintained;

- ix. all stormwater outfalls, outflow channels and/or flow dispersal measures associated with stormwater management discharge, be designed to incorporate TRCA's design guidelines. This includes regard for additional enhancements to water quality, quantity control, mitigation of thermal impacts to the receiving habitat, reduce potential erosion and maximize potential infiltration, and integrate naturalized outlet channels where applicable, to the satisfaction of the TRCA; and,
- x. a comprehensive assessment of the construction methodology, area of impact, phasing, impact mitigation, contingency measures, stabilization and restoration proposed for all infrastructure proposed within the Greenway system.

16.2 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 supporting 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.

16.3 That *prior to* any development, 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 generally not be permitted unless otherwise agreed upon by the City 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 Greenway, 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) Provide a comprehensive monitoring plan to assess the functioning and effectiveness of proposed stormwater LID (in accordance with the MESP), source and conveyance measures.
  - f) 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;

- g) The implementing zoning by-law recognize all natural features and environmental buffer blocks including but not necessarily limited to Blocks 330 to 334 inclusive in an open space 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.
- h) To provide for all warning clauses and information identified in TRCA's conditions.
- i) 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.
- j) That the Owner agrees in the subdivision agreement, in wording acceptable to the TRCA;
  - i. to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions, including but not limited to the mitigation measures outlined in the Environmental Impact Study, completed to the satisfaction of TRCA;
  - ii. implement on-site erosion and sediment control plans as well as monitoring in accordance with current TRCA standards or MECP/MNRF Silt Smart as applicable;
  - iii. to maintain all stormwater management, LID and erosion and sedimentation control structures operating and in good repair during the construction period.
  - iv. to agree to erect a permanent fence 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 dedicate all Greenway and Open Space blocks to the City of Markham or TRCA, 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 within Blocks 330 to 333 inclusive to the satisfaction of TRCA and City of Markham. And, to provide a three-year monitoring and warranty on all planted materials.
- k) 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 the Greenway System (including but not necessarily limited to Blocks 303, 311, 314, 323 and Lots 292-302, 1-5, 7-11), which identifies the following:
- “The owners are advised that the rear lot lines are adjacent to environmental protection lands, which form part of the Greenway System. These lands are considered to be part of the publicly owned environmental protection area, which is intended to remain naturalized, and will not be manicured or actively maintained. A future public trail may be located within all or a part of this area. 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. Private rear yard gates are prohibited.”
- l) 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.
  - m) 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.

- n) That the owner agrees to not enter into any agreements of purchase and sale for the Lots 10, 11 and 302, located to the south of proposed Street “A” until such time as 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 lots, this Plan shall be red-line revised to make any requisite changes.
- o) Plantings and restoration – that the owner provide a comprehensive planting and restoration strategy and plans for all Open Space blocks. This plan shall be consistent with the Natural Heritage Restoration Plan for the Berczy Glen Secondary Plan/MESP area, and with the recommendations of the subwatershed study. And, that the owner commits to funding the implementation of the restoration and enhancement plans and all associated monitoring to the satisfaction of TRCA.
- p) That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA’s conditions, or to meet current established standards in place as of the date of a request for registration of the Plan or any phase thereof.

#### **17.0 Ministry of the Environment Conservation and Parks (MECP)**

The Owner shall agree in the subdivision agreement to satisfy all requirements of the MECP 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 MECP in this respect, to the satisfaction of the Commissioner of Development Services.

#### **18.0 Hydro One (HONI)**

- 18.1 Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and File: PLAN 19 142694 Page 2 of 3 drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.
- 18.2 Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.

- 18.3 At the developer's expense, temporary fencing must be placed along the transmission corridor prior to construction, and permanent fencing must be erected along the common property line after construction is completed.
- 18.4 The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer. The developer will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.
- 18.5 The conditions contained therein should in no way be construed as permission for or an endorsement of proposed location(s) for any road crossing(s) contemplated for the proposed development. This permission may be specifically granted by OILC under separate agreement(s). Proposals for any secondary land use including road crossings on the transmission corridor are processed through the Provincial Secondary Land Use Program (PSLUP). HONI, as OILC's service provider, will review detailed engineering plans for such proposals separately, in order to obtain final approval. Should approval for a road crossing be granted, the developer shall then make arrangements satisfactory to OILC and HONI for the dedication and transfer of the proposed road allowance directly to the City of Markham. Access to, and road construction on the transmission corridor is not to occur until the legal transfer(s) of lands or interests are completed.
- 18.6 The transmission lines abutting the subject lands operate at either 500,000, 230,000 or 115,000 volts. Section 188 of Regulation 213/91 pursuant to the *Occupational Health and Safety Act*, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV conductor. The distance for 230 kV conductors is 4.5 metres (15 feet), and for 115 kV conductors it is 3 metres (10 feet). It is the developer's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the *Act*. They should also be aware that the conductors can raise and lower without warning, depending on the electrical demand placed on the line.

## **19.0 Bell**

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 or 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.

## **20.0 External Clearances**

- 20.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:

- a) Canada Post shall advise that Conditions 14.1 to 14.6 have been satisfied.
- b) The Ministry of the Environment, Conservation and Parks shall advise that Condition 17.0 has been satisfied.
- c) The Regional Municipality of York Planning Department shall advise that Conditions 15.1 a) - n) have been satisfied.
- d) The Toronto and Region Conservation Authority shall advise that Conditions 16.1 - 16.3 have been satisfied.
- e) Hydro One shall advise that Conditions 18.1 – 18.6 have been satisfied.
- f) Bell Canada shall advise that Condition 19.0 has been satisfied.

Dated: J u n e X X, 2021  
Ron Blake, Senior Development Manager