

## **APPENDIX 'A'**

### **DRAFT PLAN CONDITIONS**

THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM  
TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF  
PLAN OF SUBDIVISION 19TM-200011  
FLATO DEVELOPMENTS INC.  
ARE AS FOLLOWS:

1. **General**

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Bousfields Inc. dated October 5<sup>th</sup>, 2021. identified as drawing number 2131-2dp , and incorporate any redline revisions required to address comments from the City and external agencies.
- 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 xxxx, , 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 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, any amendments (if applicable) to the City's new 2014 Official Plan (as partially approved on November 24<sup>th</sup>, 2017 and further updated on April 9<sup>th</sup>, 2018), as amended, and applicable Zoning By-law, as amended, and Minster's Zoning Order, to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 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 any recommendations from studies required as a condition of draft approval, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.
- 1.6 Prior to the execution of the Subdivision Agreement, the Owner shall prepare and submit to the satisfaction of the City of Markham, all technical reports, studies, and drawings, including but not limited to, transportation impact studies, functional traffic designs, transportation demand management studies, geotechnical and hydrogeological reports, stormwater management report, functional servicing report, photometric studies and detailed engineering drawings, to support the draft Plan of Subdivision. The Owner agrees to revise

the draft Plan of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.

- 1.7 The Owner shall 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, transportation impact studies, functional traffic designs, transportation demand management studies, geotechnical and hydrogeological reports, stormwater management report, functional servicing report, photometric studies and detailed engineering drawings, to the satisfaction of the City of Markham, and at no cost to the City of Markham.
- 1.8 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermains, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to the City of Markham.
- 1.9 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.
- 1.10 The Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial security for each phase of the draft Plan of Subdivision as required by the City of Markham prior to the construction of municipal infrastructure required to service that phase of the development.
- 1.11 The Owner shall enter into a construction agreement and/or encroachment agreement or any other agreements deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the draft plan of subdivision and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.12 The Owner shall agree in the Subdivision Agreement to include in the building permit application all mitigation recommendation from the geotechnical consultant to waterproof basements which are below the ground water to the satisfaction of the Chief Building Official on a lot specific basis. The Owner shall further covenant and agree that the acceptance of these measures will be subject to approval from the Chief Building Official.
- 1.13 Prior to final approval of the draft plan, the Owner acknowledges and agrees to obtain required approval from the Region of York, Toronto and Region Conservation Authority (TRCA), Ministry of Transportation (MTO), Metrolinx and any other applicable public agencies.

2. Community Design

- 2.1 The Owner shall implement and incorporate all requirements of the approved drawings and plans, and any other required design documents as applicable.

3. Parks and Open Space

- 3.1 The Owner covenants and agrees to post approved copies of the Open Space and Trails Master Plan in all sales offices for dwelling units within the draft plan of subdivision.
- 3.2 The Owner acknowledges and agrees to prepare an Open Space and Trails Master Plan to the satisfaction of the City's Director of Planning and Urban Design. The Owner acknowledges and agrees to construct a trail system in the Open Space blocks 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 in phases corresponding to the time of the conveyance of the Open Space blocks containing sections of Greenway system associated with restoration works, and/or the time of construction of restoration works in the Open Space blocks, to the City's Director of Planning and Urban Design's satisfaction.
- 3.3 The Owner acknowledges and agrees to rough grade, supply and install 300mm topsoil (soil reports to be completed and approved by the City prior to topsoil installation), seed (with a City approved seed mix) and maintain, free of stock piles, debris, all, park blocks within the subdivision to the satisfaction of the Director of Planning and Urban Design. The park blocks shall be maintained by the Owner until such time as the parks have been formally assumed by the City.
- 3.4 Prior to the execution of the subdivision agreement, the Owner acknowledges and agrees to submit grading, electrical servicing, sanitary servicing, storm servicing and water servicing plans by a qualified person(s) for all park blocks, to the satisfaction of the Director of Planning and Urban Design.
- 3.5 Prior to the execution of the subdivision agreement, the Owner acknowledges and agrees to provide a geotechnical borehole report by a qualified person on all park blocks, verifying the quality of the topsoil and subsoils to the satisfaction of the Director of Planning & Urban Design.

#### 4. Landscape Works

- 4.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans based on the approved design plans for all landscape/streetscape works, to the satisfaction of the Director of Planning and Urban Design, as follows:
- a) Street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009;
  - b) Provide 1.8 m high privacy wood screen fencing as required;
  - c) Provide noise attenuation fencing as required;
  - d) Provide 1.5m high black vinyl chain link fence on the property line installed prior to occupancy for all lots backing or flanking onto an Open Space Block, Greenway, Park Block, School Block or SWM Block, as determined appropriate by the Director Planning and Urban Design;
  - e) Provide landscaping for all open space, stormwater and walkway blocks;
  - f) A trail network;
  - g) Restoration works as required by the Director Planning and Urban Design;
  - h) Any other landscaping as determined by the Director of Planning and Urban Design.
- 4.2 The Owner shall covenant and agree in the Subdivision Agreement to provide a 300mm depth of Topsoil in the entire municipal boulevard including a continuous planting trench to appropriately plant boulevard trees and provide submit a soil report demonstrating compliance with the City's Streetscape Manual to the satisfaction of the City's Director of Planning and Urban Design.
- 4.3 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.
- 4.4 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 4.1.
- 4.5 The Owner shall include in all agreements of purchase and sale the following clause:

“PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION WITHIN WHICH THIS

LOT IS LOCATED, THE CITY OF MARKHAM HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:

- STREET TREES (TREES PLANTED IN THE CITY BOULEVARD **Or IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS** to meet 4.1a)
- CORNER LOT FENCING
- REAR LOT LINE 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 SCHOOL, PARK, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.
- TRAIL FEATURES

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

5. Tree Inventory and Tree Preservation Plans

- 5.1 The Owner shall submit for approval a Tree Inventory and Tree Preservation Plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.
- 5.2 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Inventory and Tree Preservation Plan, and Arborist Report prior to the issuance of a Topsoil Stripping Permit, Site Alteration Permit, or Pre-Servicing Agreement to the satisfaction of the Director of Planning and Urban Design.
- 5.3 The Owner shall obtain written approval from the Director of Planning and Urban Design prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.
- 5.4 The Owner shall submit for approval, as part of the Tree Inventory and Tree

Preservation plan, in accordance with the City of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:

- a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
- b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)
- c) Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites
- d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

## 6. Financial

- 6.1 Prior to execution of the subdivision agreement the Owner shall provide a letter of credit, in an amount to be determined by the Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.

## 7. Parkland dedication

- 7.1 The Owner and the City acknowledge and agree that parkland dedication within this Draft Plan of Subdivision is required at a rate as specified in Section 51.1 of the Planning Act, as amended. The Owner and the City acknowledge and agree that parkland provided in this Draft Plan of Subdivision satisfy parkland dedication requirements calculated in total as of the date of Draft Plan of Subdivision approval.
- 7.2 The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of 1 hectare per 300 units for townhouse units and 1 hectare per 500 units for apartment units, as per the Parkland Dedication By-law 195-90 and the Planning Act, and is calculated as follows:
  - Number of townhouse units (26 units) / 300 = 0.087 ha
  - Number of apartment units (249) / 500 = 0.498 ha
  - Total (estimated) parkland dedication = 0.585 ha

The Owner acknowledges and agrees that the confirmation of the number of townhouse and apartment units and the final parkland dedication requirement for Blocks 1 and 2 shall be deferred to the subsequent site plan agreements for the respective blocks.

- 7.3 The Owner covenants and agrees to convey Block 4 (0.358 ha) 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.

- 7.4 The conveyance of Block 4 will satisfy a portion of the parkland dedication for this development. The remaining parkland dedication requirement will be reconciled through payment of cash-in-lieu of parkland prior to the site plan approvals for Blocks 1 and 2.

8. Municipal Services

- 8.1 The Owner acknowledges and agrees that there are no existing City of Markham's municipal services (sanitary, storm and water) available to service this subdivision development. The Owner shall agree in the subdivision agreement to make satisfactory arrangement with the City of Markham and the Town of Whitchurch-Stouffville for providing those services from the Town of Whitchurch-Stouffville.
- 8.2 The Owner acknowledges and agrees that prior to the submission of the detailed design engineering drawings, the Owner shall submit to the Director of Engineering a Master Servicing Plan prepared by qualified professionals for review and acceptance. The Owner acknowledges and agrees to submit to the Director of Engineering the terms of reference for the Master Servicing Plan for review and approval prior to the commencement of the Plan. The Owner further acknowledges and agrees that the Master Servicing Plan will include all proposed developments of lands comprising this draft Plan of Subdivision and lands municipally known as 5474 19<sup>th</sup> Avenue and 5662 19<sup>th</sup> Avenue.
- 8.3 The Owner acknowledges and agrees that this Subdivision will be provided with a single municipal water supply source from the Town of Whitchurch-Stouffville. The Owner further acknowledges and agrees, during preparation of the Master Servicing Plan and/or detailed engineering design, to provide alternative design solutions to satisfy City's requirements for water supply redundancy and fire protection.
- 8.4 The Owner acknowledges and agrees to include a watermain analysis report in the Master Servicing Plan to demonstrate that there is sufficient water flow and pressure to service this Subdivision. The report should also clearly indicate that the quality of water provided by the Town of Whitchurch-Stouffville for this subdivision meets the City of Markham's drinking water requirements.
- 8.5 Prior to the release of the Plan of Subdivision for registration, the Owner shall enter into any agreement(s) that may be required by the City of Markham. The Owner further agrees to submit financial security as may be identified and required in the said agreement(s) with the City.
- 8.6 The Owner shall acknowledge and agree in the Subdivision Agreement that, if

the City has to purchase water from the Town of Whitchurch-Stouffville the following shall apply:

- a) Prior to Assumption of the Subdivision by the City, the developer shall agree to pay the City the cost increase incurred by the City due to the water rate difference between the Regional Municipality of York's (Region's) whole water rate and the Town of Whitchurch-Stouffville water sale rate to the City, and the purchasers/tenants and/or condominium corporation shall pay the current City water rate; and
  - b) After Assumption of the Subdivision by the City has taken place, the Owner, purchasers/tenants and/or condominium corporation shall agree to pay the City the water rate plus the cost increase to the City due to the water rate difference between Region's whole water rate and the Town of Whitchurch-Stouffville water sale rate to the City.
- 8.6 The Owner shall agree in the Subdivision Agreement that the proposed sewage pumping station (SPS) and forcemain system will be privately owned and maintained by the Owner.
- 8.7 The Owner shall agree in the Subdivision Agreement to design and construct a watermain on Dickson Hill Road, at no cost to the City, as may be required by, and to the satisfaction of the Director of Engineering.
- 8.8 The Owner shall agree in the Subdivision Agreement that the development blocks created by the Plan of Subdivision are subject to site plan approval, and that requirements for those development blocks will be identified during the review of their respective site plan applications.
- 8.9 The Owner shall agree in the Subdivision Agreement to revise and/or update the accepted functional servicing and stormwater management reports, if directed by the City in the event that the Director of Engineering determines that field conditions are not suitable for implementation of the servicing and stormwater management strategy recommended in the previously accepted functional servicing and stormwater management reports.
- 8.10 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.

9. Lands to be Conveyed to the City/ Easements

- 9.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. The owner shall also provide for any easements and works external to the draft Plan of Subdivision necessary to connect watermains, storm



and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.

10. Utilities

- 10.1 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.
- 10.2 The Owner shall agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including Alectra, Enbridge, telecommunications companies, etc.
- 10.3 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.
- 10.4 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.
- 10.5 The Owner shall agree in the Subdivision Agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 10.6 The Owner shall acknowledge and agree in the Subdivision Agreement 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.
- 10.7 The Owner shall agree in the Subdivision Agreement 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.

## 11. Roads

- 11.1 Prior to the release of the Plan of Subdivision for registration, the Owner shall revise the draft Plan of Subdivision to show the right-of-way rounding radius and/or daylight triangles at all intersections of public roads within the City of Markham, to the satisfaction of the Director of Engineering.
- 11.2 Prior to the release of the draft Plan of Subdivision for registration, the Owner shall revise the draft Plan of Subdivision to remove the label “Street B (17.0 m R.O.W.)” from Block 7.
- 11.3 The Owner shall agree in the Subdivision Agreement to convey the Future Street Block 7 to the City of Markham, for public road purposes when requested by the Director of Engineering. The timing of the conveyance and the construction of Future Street Block 7 will be determined by the Director of Engineering at his/her sole discretion.
- 11.4 Notwithstanding the conveyance of the Future Street Block 7 to the City, until such time the Block is conveyed to the City as requested by the Director of Engineering, the Owner shall agree in the Subdivision Agreement:
- 11.5 To design and construct the Future Street Block 7 in conjunction with the development of Block 2, in accordance with the Engineering Department’s Design Criteria and applicable Standard Drawings and to the satisfaction of the Director of Engineering;
- 11.6 To operate and maintain the Future Street Block 7 as a private road at its own expense and to the satisfaction of the Director of Engineering;
- 11.7 To operate and maintain the Future Street Block 7 to be used by Block 2 as a vehicular and pedestrian access connection to Street ‘A’. Access to the Future Street Block from Block 2 shall be reviewed and approved by the Director of Engineering; and,
- 11.8 To provide financial security as required by Director of Engineering to comply with conditions a, b and c.

- 11.9 The Owner shall agree in the Subdivision Agreement to design and construct the intersection of Highway 48 and Street 'A'-Dickson Hill Road, including the associated traffic signals (if warranted), at no cost to the City, to the satisfaction of MTO and the City of Markham's Director of Engineering.
- 11.10 The Owner shall agree in the Subdivision Agreement to design and construct modifications to Dickson Hill Road and 19th Avenue as may be required by MTO and/or the City of Markham, at no cost to the City, to the satisfaction of the City of Markham's Director of Engineering.
- 11.11 The Owner shall agree in the Subdivision Agreement to acquire any additional lands and convey them to the City as may be required to facilitate the design and construction of the road improvements as required in **condition nos. 11.5 and 11.6 above**, at no cost to the City, to the satisfaction of the Director of Engineering.
12. Development Charges
- 12.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.
- 12.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.
13. Environmental Clearance
- 13.1 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.
- 13.2 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.

- 13.3 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.
- 13.4 The Owner agrees that if, during construction of the Subdivision, contaminated soils or materials or groundwater are discovered, the Owner shall inform the City immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the City of Markham and the Ministry of the Environment, Conservation and Parks.
- 13.5 The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. The Owner shall further agree in the Subdivision Agreement to indemnify and save harmless the City, its directors, officers, Mayor, councilors, employees and agents from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the City of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on behalf of the City in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.
- 13.6 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.

14. Heritage

- 14.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owner shall carry out an archaeological assessment for the lands within the draft plan. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan in proximity to the archaeological resource prior to the issuance of a letter from the Ministry of Culture (Heritage Branch) to the City indicating that all matters relating to archaeological resources have been addressed.
- 14.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the archaeological assessment, to the satisfaction of the City and the Ministry of Culture.
15. Well Monitoring Program and Mitigation Plan
- 15.1 Prior to any site alteration activities, the Owner shall check if there are any active wells within 500 metres of the Zone of Influence (ZOI). If any active wells are found within the ZOI, the Owner shall prepare and implement a Well Monitoring Program and Mitigation Plan, in accordance with the City's requirements to the satisfaction of the Director of Engineering.
16. Other City Requirements
- 16.1 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.
- 16.2 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 two remote accesses for firefighting equipment is available.
- 16.3 The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval of the Fire Chief or his designate.
- 16.4 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:
- the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage, unless the Owner has obtained formal approval from the City to reduce the parking by-law requirements to an acceptable parking rate;

- 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,
- overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City

16.5 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:

Park, 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 site by type; commercial site 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

17. Region of York

Clauses to be Included in the Subdivision Agreement

- 17.1 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.
- 17.2 The Owner shall agree that no development works shall be undertaken on Blocks 1, 2, or 3 without Site Plan approval from the Region. Conditions to be Satisfied Prior to Final Approval

Conditions to be satisfied prior to final approval

- 17.3 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 17.4 The Owner shall confirm to the Region that an appropriate inter-municipal servicing agreement has been executed between the Town of Whitchurch-Stouffville the City of Markham to facilitate the water and wastewater servicing for the proposed subdivision.
- 17.5 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.
- 17.6 The Owner shall provide an executed copy of the subdivision agreement with the local municipality to the Regional Corporate Services Department, outlining all requirements of York Region.
- 17.7 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.
- 17.8 The Regional Corporate Services Department shall advise that Conditions 17.1 to 17.7 inclusive, have been satisfied.

18. Ministry of Natural Resources (MNR)

- 18.1 The Owner covenants and agrees to comply with the requirements of the *Endangered Species Act, 2007*, S.O. 2007, c.6. (the "ESA") and the *Species at Risk*

*Act*, S.C. 2002, c.29. (the “SARA”), with respect to any species identified in accordance with the ESA and SARA. The Owner acknowledges and agrees that, notwithstanding the subdivision agreement and any approvals made or given by the City in respect of the Subdivision, the onus is on the Owner to comply with the provisions of the ESA and SARA. The Owner covenants and agrees to indemnify and save harmless the City, its directors, officers, Mayor, councillors, employees and agents from any and all actions, causes of action, suits, claims, demands, losses, penalties, fines, expenses and damages whatsoever that may arise either directly or indirectly from the approval and registration of the Subdivision and the Assumption of Subdivision, the construction and use of the Works of anything done or neglected to be done in connection with the ESA and the SARA.

19. Enbridge Gas Distribution

19.1 The Owner covenants and agrees in the subdivision agreement:

- a) To contact Enbridge Gas Distribution’s Customer Connections department by emailing for service and metre installation details and to ensure that all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells and/or soil trenches) and/or asphalt paving.
- b) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the Owner.
- c) In the event that easement(s) are required to serves this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.
- d) The Owner will grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross-sections, identifying all utility locations prior to the installation of the gas piping.

20. Canada Post

20.1 The Owner covenants and agrees that delivery to the proposed mid-rise buildings (Phase 1B) will be via private lock box assembly (LBA). Delivery to the proposed townhouse dwellings will be via centralized mailbox delivery.

20.2 The Owner covenants and agrees to contact Canada Post well in advance of the



construction start date to discuss a suitable mailroom location. The Owner/ Developer will provide a rear-loading mailroom for any building with more than 100 units.

- 20.3 The Owner covenants and agrees to supply, install and maintain a central mail facility for Canada Post; ensure all mail delivery equipment is installed in a location that is readily accessible to the occupants and Canada Post personnel; and ensure that all mail is accessible by persons with physical disabilities.
- 20.4 The Owner covenants and agrees in the subdivision agreement to comply with the following conditions:
- a) The Owner/ developer agrees to include on all purchases and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
  - b) The Owner/ developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home/ unit sale.
  - c) The Owner/developer will consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on the appropriate servicing plans.
  - d) The Owner/ developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
    - i) an appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on;
    - ii) any required walkway across the boulevard; and
    - iii) any required curb depressions for wheelchair access.
- 20.5 The Owner/developer further agrees to determine and provide a suitable temporary Community Mailbox(s) 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.
- 20.6 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.

21. Streetlight Types:

- 21.1 The Owner shall agree in the Subdivision Agreement to contact the City of Markham prior to commencing the design for streetlighting to confirm the type(s) of poles and luminaires to be provided for different streets and/or lanes.

22. Toronto and Region Conservation Authority (TRCA)

- 22.1 That this draft plan of subdivision be subject to red-line revision(s) in order to meet the requirements of TRCA's conditions of draft plan approval, if necessary, to the satisfaction of TRCA (see TRCA's letter dated November 9, 2021).
- 22.2 That prior to any site alteration and prior to the registration of this plan or any phase thereof, the Owner shall submit a detailed engineering report (or reports) and plans to the satisfaction of TRCA and the Town of Whitchurch-Stouffville. The submission shall include:
- i. a description of the storm drainage system (quantity and quality) for the proposed development;
  - ii. appropriate stormwater management techniques which may be required to control minor and major flows; storage volumes provided must meet the Town's requirements and any additional storage must be provided within the development limits, not within the natural system;
  - iii. appropriate Stormwater Management (SWM) practices to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it relates to the natural system, both aquatic and terrestrial, including a bio-retention facility for feature-based water balance;
  - iv. Low Impact Development (LID) measures to promote infiltration, reduce run-off and maintain water balance for the plan area to achieve average annual water balance and 5mm on-site retention;
  - v. detailed plans and calculations for the proposed lot-level, conveyance, and end-of pipe controls to be implemented on the site;
  - vi. an evaluation that addresses the need for groundwater dewatering during construction, including but not limited to details for its disposal, potential impacts to natural features due to groundwater withdrawal, mitigation, and any permitting requirements;
  - vii. grading plans for the subject lands;
  - viii. an erosion and sediment control report and plans for the subject lands that includes proposed measures for controlling

- or minimizing erosion and siltation onsite and/or in downstream areas during and after construction;
  - ix. the location and description of all outlets and other facilities or works which may require permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended; and
  - x. a response indicating how TRCA's detailed comments dated November 9, 2021 on this subdivision application have been addressed and incorporated into the detailed engineering report (or reports) and plans.
- 22.3 That the applicant submits the final Hydrogeological Study, Final Water Balance Report, and final Groundwater Monitoring results to inform / support the final water balance and LID design.
- 22.4 That the final EIS be prepared and submitted to the satisfaction of TRCA. The EIS is to include a woodland assessment of the entire woodland, and a response indicating how TRCA's detailed comments dated November 9, 2021 on this subdivision application have been addressed and incorporated the EIS and plans.
- 22.5 That detailed Restoration Planting Plans for be provided to restore and plant Open Space Blocks 5 and 6 with appropriate native species to the satisfaction of TRCA.
- 22.6 That all trails be located outside of the natural features and buffers.
- 22.7 That the Open Space Blocks 5 and 6 be dedicated to the City of Markham, free of all charges and encumbrances, to the satisfaction of TRCA and the City.
- 22.8 That prior to any site alteration and prior to the registration of this plan or any phase thereof, the Owner obtain all necessary permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended, to the satisfaction of TRCA.
- 22.9 That, prior to final registration, the owner pays all applicable review fees and clearance fees to the TRCA, in accordance with TRCA's fee schedule in effect at the time.
- 22.10 That the Owner agrees in the subdivision agreement, in wording acceptable to TRCA:
- i. to carry out, or cause to be carried out, to the satisfaction of TRCA, the recommendations of the reports/strategies and details of the plans

referenced in TRCA's conditions of draft plan approval (see TRCA's letter dated November 9, 2021);

ii. to install and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, until the site has been stabilized, in a manner satisfactory to TRCA;

iii. to install / provide any required LID measures proposed as part of the overall stormwater management strategy in the approved SWM plan;

iv. to prohibit grading works within the Blocks 5 and 6, unless approved by TRCA;

v. to undertake restoration and planting enhancements within Open Space Blocks 5 and 6 in accordance with approved restoration planting plans and provide appropriate securities and/or letter of credit to the City of Markham.

vi. to obtain all necessary permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended, to the satisfaction of TRCA; and

vii. to comply with the permits approved under Ontario Regulation 166/06, as may be amended, including the approved plans, reports and conditions to the satisfaction of TRCA.

22.11 That the Owner provides a detailed letter to TRCA indicating how and when each TRCA condition of draft approval has been addressed.

22.12 That the Owner provide a copy of the fully executed subdivision agreement to TRCA.

23. Ministry of Transportation (MTO)

23.1 The developer must submit to the MTO a preliminary design, detailed design, contract package, and legal agreement including all of the following features for highway improvement component of the application:

- A plan detailing all property limits, acquisitions, easements, and use of MTO lands.
- Removal plans
- Geometric design including plan, profile and cross-sections
- Utility relocations
- Drainage design including a highway drainage report, and plan showing all drainage features.
- Geotechnical design and pavement design report
- PHM-125 road design with MTO approval
- Traffic impact study
- Truck turning movements
- Signal and signal timing design
- Electrical design

- Construction staging plan and schedule
  - Pavement marking plan
  - Construction and final signage plan
  - Acknowledgement of AODA compliance
  - Cost estimate
  - Special provisions including traffic restrictions, winters shutdown, and qualifications
  - Legal agreement including a letter of credit for the value of all features within MTO ROW.
- 23.1 The following materials are required for land development component of the application:
- Site plans
  - Drainage design including a stormwater management report, sediment plan, and plan showing all drainage features.
  - Construction staging plan and schedule
  - Illumination plans
  - Traffic impact study
- 23.2 MTO comments are contingent on development approvals in both the City of Markham and Town of Whitchurch Stouffville boundaries. Development cannot proceed without approval of both portions.
- 23.3 The developer must provide to the MTO a 1:500 scale engineering drawing for the intersection design.
- 23.4 All signalized intersections legs must include dedicated left turn lanes. The intersection at Highway 48 and Dickson Hill Rd must be revised to meet MTO standards on all 4 legs.
- 23.5 It appears that first build-out year for both Phase 1 and Phase 2 is to be constructed concurrently, beginning in 2025. Detailed design should be provided together to encompass the full extent of improvements to Hwy 48 and the affected intersections( such as Dickson Hill and Sams Way intersections and Highway 48 improvements).
- 23.6 It appears that all signal optimization utilized cycle lengths greater than the MTO maximum of 120 seconds. Signal timing in all scenarios should be optimized using a maximum of 120 seconds and all lane storage requirements should be recalculated accordingly.
- 23.7 Left-turn lanes between the intersections of 19th Avenue and Sam's Way should be designed as back-to-back on centreline to avoid mainline lane shifting.
- 23.8 The MTO does not have any plans to widen or transfer Highway 48 as referenced

in section 4.3 of the traffic impact study. The current developer must make all consideration for the ultimate design in their active plan. All reference to future expansion of Highway 48 should be removed from the traffic impact study.

- 23.9 Hwy 48 appears to have continuous illumination from just north of Hoover Park to just south of Sam's Way. Illumination warrants should be performed along Hwy 48 in front of all proposed lands

24. Alectra Utilities

- 24.1 The Owner or his agent is required to contact Alectra to discuss all aspects of the 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 agreement and type of the subdivision/development, 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 the proposed development and determine the design fee for the subdivision or development.
- 24.2 The Owner covenants and agrees that all proposed buildings, billboards, signs and other structures associated with the development must maintain minimum clearance to the existing overhead or underground electrical distribution system as specified by the Ontario Electrical Safety Code and the Occupational Health and Safety Act.
- 24.3 The Owner covenants and agrees that 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.

25. Bell

- 25.1 The Owner covenants and agrees, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/ telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
- 25.2 The Owner covenants and agrees to contact Bell Canada during detailed design to confirm the provision of communication/ telecommunication infrastructure needed to service the development.
- 25.3 The Owner covenants and agrees that prior to commencing any work, the

Developer must confirm that sufficient wire-line communication/ telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Developer shall be required to pay for the connection to and/or extension of the existing communication/ telecommunication infrastructure.

26. Town of Whitchurch-Stouffville  
(Reserved)

27. External Clearances

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

- a) The Ministry of Culture shall advise that condition 14 has been satisfied.
- b) The Region of York shall advise that condition 17 has been satisfied.
- c) The Ministry of Natural Resources shall advise that condition 18 has been satisfied.
- d) Enbridge Gas Distribution shall advise that condition 19 has been satisfied.
- e) Canada Post shall advise that condition 20 has been satisfied.
- f) Toronto and Region Conservation Authority shall advise that condition 22 has been satisfied.
- g) Ministry of Transportation shall advise that condition 23 has been satisfied.
- h) Alectra Utilities shall advise that conditions 24 has been satisfied.
- i) Bell Canada shall advise that condition 25 has been satisfied.
- j) Town of Whitchurch-Stouffville shall advise that condition 26 has been satisfied.

Dated:

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Ron Blake, Senior Development Manager

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