

## **APPENDIX 'C'**

### **RECOMMENDED CONDITIONS OF DRAFT PLAN APPROVAL PLAN OF SUBDIVISION 19TM-19003**

#### **SV SISDIMZ CORP.**

##### **1. General**

- 1.1 Approval shall relate to a Draft Plan of Subdivision prepared by KLM Planning Partners Inc., identified as Project No. P-2854, dated March 7, 2019, as amended.
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the City unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a Subdivision Agreement with the City agreeing to satisfy all conditions of the City and Agencies, financial and otherwise, prior to final approval.
- 1.4 Prior to the release for registration of this Draft Plan of Subdivision, the Owner shall prepare and submit to the satisfaction of the City's Director of Engineering and Director of Planning and Urban Design, all required technical reports, studies, and drawings, including but not limited to, functional traffic designs, stormwater management reports, functional servicing reports, design briefs, environmental site assessments, detailed design drawings, etc., to support the Draft Plan of Subdivision. The Owner agrees to revise this Draft Plan of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
- 1.5 The Owner shall agree in the Subdivision Agreement to implement the designs and recommendations of the accepted technical reports/studies submitted in support of the Draft Plan of Subdivision including but not limited to, functional road design, stormwater management reports, functional servicing reports, design briefs, environmental site assessments, detailed design drawings, etc., to the satisfaction of the City's Director of Engineering and Director of Planning and Urban Design, and at no cost to the City.
- 1.6 The Owner acknowledges and agrees that the Draft Plan of Subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations from studies required as a condition of draft approval, including but not limited to, Municipal Class Environmental Assessment, Traffic Impact Study, Internal Functional Traffic Design Study, Transportation Demand Management Plan, Stormwater Management Study (Environmental Master Drainage Plan), Functional Servicing Report, Arborist Report, confirmation of alignment of roads with the locations shown in the draft approved plans, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.

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

2. Engineering

- 2.1 The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City of Markham.
- 2.2 The Owner covenants and agrees, as part of the site plan application for Block 1 on the Draft Plan of Subdivision, to make satisfactory arrangements with Director of Engineering and submit technical reports, studies, and drawings, including but not limited to, traffic studies, functional traffic designs, stormwater management reports, functional servicing reports, photometric studies and detailed engineering drawings, noise studies, etc., to support the proposed development for Block 1.
- 2.3 The Owner shall agree in the Subdivision Agreement and Site Plan Agreement for Block 1 on the Draft Plan of Subdivision, to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.
- 2.4 The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any other agreement deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the draft plan of subdivision (or site plan) and that are required to service the proposed

development, to the satisfaction of the Director of Engineering and the City Solicitor.

3. Urban Design

- 3.1 Prior to final approval, the Owner shall satisfy all Urban Design Conditions to the satisfaction of the Director of Planning and Urban Design.

4. Fire Department

- 4.1 Fire break lots shall be designated within the Subdivision Agreement, to the satisfaction of the Fire Chief or his designee. The Owner covenants and agrees to 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.

The adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.

- 4.2 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 the Subdivision until the Director of Building Services had 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.
- 4.3 To ensure reliability of access for Fire Department vehicles under all conditions, two means of street access, independent of one another are to be provided into the development. Each access into the subdivision shall be completed prior to commencing any construction. Subject to the approval of the Fire Chief or designee, alternative compliance may be achieved by automatic sprinkler system provisions for all units.

5. York Region

**Clauses to be Included in the Subdivision Agreement**

- 5.1 The Owner shall save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 5.2 The Owner shall advise all potential purchasers of the existing and future introduction of transit services. The Owner is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.

- 5.3 The Owner shall agree to implement the noise attenuation features as recommended by the noise study to the satisfaction of the Development Engineering.
- 5.4 The Owner shall agree that where berm, noise wall, window, and/or forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment, Conservation and Parks guidelines and the York Region noise policy.
- 5.5 The following warning clause shall be included in the Subdivision Agreement with respect to the lots or blocks affected:
- “Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building’s occupants.”
- 5.6 The Owner shall agree in wording satisfactory to the Development Engineering to be responsible to decommission any existing wells on the Owner’s lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.

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

- 5.7 The Owner shall provide to York Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Markham:
- a) A copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof.
  - b) A copy of an email confirmation by City of Markham staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
- 5.8 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.
- 5.9 The Owner shall engage the services of a consultant to prepare and submit for review and approval a noise study to the satisfaction of Development Engineering recommending noise attenuation features.

- 5.10 The Owner shall provide a copy of the Subdivision Agreement to the Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 5.11 The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.

6. Alectra Utilities

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

specified by the Ontario Electrical Safety Code and the Occupational Health and Safety Act.

- e) If there are any existing components of Alectra's electrical distribution system on the proposed project site, they will have to be relocated by Alectra at the Developer's cost. Any conflicts due to driveway locations or clearances to the existing overhead or underground distribution system will have to be relocated by Alectra at the Developer's cost.

7. Canada Post

- 7.1 The Owner 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.
- 7.2 The Owner will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 7.3 The Owner 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.
- 7.4 The Owner will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
  - a) An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on,
  - b) Any required walkway across the boulevard, and
  - c) Any required curb depressions for wheelchair access.
- 7.5 The Owner 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.
- 7.6 The Owner 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.
- 7.7 Further information can be found by visiting the following link to Canada Post's Delivery Standards Manual.  
[https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual\\_en.pdf?\\_ga=1.255544584.102383918.1446243719](https://www.canadapost.ca/cpo/mc/assets/pdf/business/standardsmanual_en.pdf?_ga=1.255544584.102383918.1446243719)

8. Bell Canada

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

9. Hydro One Networks Inc. (HONI)

- 9.1 The Owner acknowledges and agrees to contact Connie Leung, Real Estate Services Supervisor at [Connie.Leung@HydroOne.com](mailto:Connie.Leung@HydroOne.com) to discuss all aspects of the subdivision design, ensure all of HONI's technical requirements are met to its satisfaction, and acquire the applicable agreements. Any proposed secondary land use on the transmission corridor is processed through the Provincial Secondary Land Use Program (PSLUP).
- 9.2 The Owner acknowledges and agrees to make arrangements satisfactory to HONI for lot grading and drainage prior to HONI providing its final approval. Digital PDF copies of the lot grading and 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.
- 9.3 The Owner shall covenant and agree in the Subdivision Agreement that 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.
- 9.4 The Owner acknowledges and agrees to, at the developer's expense, place temporary fencing along the transmission corridor prior to construction, and to erect permanent fencing along the common property line after construction is completed.
- 9.5 The Owner shall covenant and agree in the Subdivision Agreement to bear the costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision. The Owner will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.
- 9.6 This letter and 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 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 Owner 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.

10. External Clearances

10.1 Prior to final approval of the Draft Plan of Subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:

- a) The Regional Municipality of York Corporate Services Department shall advise that Conditions 5.1 to 5.11 have been satisfied.
- b) Alectra Utilities shall advise that Condition 6.1 has been satisfied.
- c) Canada Post shall advise that Conditions 7.1 to 7.7 have been satisfied.
- d) Bell Canada shall advise that Condition 8.1 has been satisfied.
- e) Hydro One Networks Inc. shall advise that Conditions 9.1 to 9.6 have been satisfied.