

**APPENDIX 'A'**  
**DRAFT PLAN CONDITIONS**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM (THE "CITY") TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-2005 [4031 16th AVENUE (UNIONVILLE) INC.] (THE "OWNER") ARE AS FOLLOWS:**

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Gatzios Planning + Development Consultants Inc. dated March 2, 2022, with a Surveyor's Certificate from Guido Papa Surveying, dated March 15, 2016, last revision date March 16, 2018, and identified as Project No. 65MA-1410.
- 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, 2025, 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, 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*.
- 1.5 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 or integrate any recommendations from studies required as a condition of draft approval including, but not limited to, Municipal Class Environment Assessment, Internal Functional Traffic Design Study, Stormwater Management Study (Environmental Master Drainage Plan), Noise Impact Study, Functional Servicing 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.
- 1.6 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, traffic signals, stormwater management facilities or any other services/ facilities that are required external to the 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.

- 1.7 Prior to final approval of the draft plan, the Owner acknowledges and 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 Planning and Urban Design and the Director of Engineering.
- 1.8 The Owner shall covenant and agree in the Subdivision Agreement 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.

## 2. Roads

- 2.1 The future private road within the draft plan (Block 8) shall be named to the satisfaction of the City and York Region.
- 2.2 The Owner shall covenant and agree in the Subdivision Agreement to apply for a Road Occupancy Permit or Permit to Enter, if any works or access to works is proposed on City-owned lands.
- 2.3 The Owner covenants and agrees that construction access will be restricted to Normandale Road unless York Region approves construction access from 16<sup>th</sup> Avenue.

## 3. Tree Inventory and Tree Preservation Plans

- 3.1 The Owner shall submit for approval a tree inventory and tree preservation plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.
- 3.2 The Owner shall submit a site grading plan showing trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit to the satisfaction of the Director of Planning and Urban Design.
- 3.3 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.
- 3.4 The Owner shall submit for approval, as part of the tree inventory and tree preservation plan, in accordance with the City of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
  - a) Trees between 20 cm and 40 cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
  - b) All trees over 40 cm 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) Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites

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

#### 4. Community Design

- 4.1 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.
- 4.2 The Architectural Control Guidelines shall include provisions requiring buildings to comply with the City's Bird-Friendly Guidelines.
- 4.3 The Owner shall retain a design consultant to implement the Architectural Control Guidelines.
- 4.4 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.
- 4.5 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.

#### 5. Parks and Open Space

- 5.1 The Owner and City covenants and agrees that parkland dedication is required at a rate as specified in Parkland Dedication By-law 195-90, as amended.
- 5.2 The Owner covenants and agrees to convey open space Blocks 9 and parkland Block 10 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. The Owner acknowledges and agrees that conveyance of Block 10 satisfies the parkland dedication requirement for this development and that the City will not financially compensate the Owner for any area of Block 10 in excess of the required area of parkland dedication. Any under dedication will be reconciled through cash-in-lieu or an increase in the area of Block 10.
- 5.3 The Owner covenants and agrees to submit a management plan for Block 10 (parkland) to ensure that the park is maintained as a naturalized area through methodologies including, but not limited to, hazard pruning, debris removal and

weed control, to be submitted to the Director of Planning and Urban Design for approval prior to execution of the Subdivision Agreement.

- 5.4 The Owner covenants and agrees to submit a Landscape Concept Plan for Park Block 10 to address matters relating to the interface with the Heritage House, including, but not limited to fencing, access, grading, tree preservation and planting, to the satisfaction of the Director of Planning and Urban Design.
- 5.5 The Owner covenants and agrees to submit landscape plans for the construction of a multi-use trail along the west property boundary within the 10m buffer, providing linkage from the south to 16<sup>th</sup> avenue in accordance with City of Markham standards to the satisfaction of the Director of Planning and Urban Design.
- 5.6 The Owner shall provide a minimum 300 mm depth of topsoil in the entire boulevard of the private laneway to appropriately plant boulevard trees to the satisfaction of the Director of Planning and Urban Design.
- 5.7 Prior to execution of the Subdivision Agreement, the Owner acknowledges and agrees to submit grading, electrical servicing, storm servicing and water servicing plans by a qualified person(s) for all blocks, to the satisfaction of the Director of Planning and Urban Design.
- 5.8 Prior to the execution the Subdivision Agreement, the Owner acknowledges and agrees to provide a geotechnical borehole report by a qualified person on all park blocks, verify the quality of the topsoil and subsoils to the satisfaction of the Director of Planning and Urban Design.

## 6. Landscape Works

- 6.1 Prior to execution of the Subdivision Agreement, the Owner shall submit landscape plans 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) On-lot compensation tree planting, if required, to meet total amount of tree compensation in accordance with clause 3.4
  - c) 1.2 m high black vinyl chain link fence along the property line of Residential Blocks 1-7 where adjacent to Open Space Block 9
  - d) Landscaping in the centre island and enhanced landscaped buffers.
  - e) Noise attenuation in accordance with the approved noise study.
- 6.2 The Owner shall construct all landscape works required by Section 6.1 in accordance with the approved plans at no cost to the City.
- 6.3 All landscaping within Block 8 shall be maintained by the condominium

corporation.

- 6.4 The Owner covenants and agrees that the street tree landscape plans for all regional roads will be provided to the York Region, Regional Transportation and Works Department and that a copy of the submission letter, letter of approval for the landscape works and a copy of the agreement with York Region, if required by the Region for the landscape works will be provided to the City prior to the execution of the Subdivision Agreement.
- 6.5 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 6.1.
- 6.6 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 OF MARKHAM OR YORK REGION BOULEVARD OR IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS TO MEET 6.1a)
- REAR LOT LINE FENCING ADJACENT TO THE VALLEY (IF SPECIFICALLY REQUIRED BY THE CITY)
- TREE PLANTING IN YARDS
- ☐ NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF PARK AND OPEN SPACE BLOCKS
- BUFFER PLANTING FOR OPEN SPACE BLOCKS
- SUBDIVISION ENTRY FEATURES AND 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.”

- 6.7 The Owner shall post approved copies of any Open Space Plans, Conceptual Park Development Master Plans and Conceptual Facility Fit Plans and private amenity park space in all sales offices for dwelling units within the draft plan of subdivision.

## 7. Financial

- 7.1 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 and urban design requirements.

8. Development Engineering

- 8.1 Prior to the release for registration of this draft plan of subdivision, the Owner shall prepare and submit to the satisfaction of the City, all technical reports, studies, and drawings including, but not limited to, traffic studies, functional traffic designs, stormwater management reports including flood plain analysis, 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 of subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
- 8.2 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, traffic studies, functional road traffic design study, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, to the satisfaction of the City of Markham, and at no cost to the City.
- 8.3 The Owner agrees to revise the draft plan of subdivision as necessary to incorporate the recommendations to implement or integrate any recommendations from the above studies, and drawings.
- 8.4 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure including, but not limited to, watermain, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to, the City.
- 8.5 The Owner shall agree in the Subdivision Agreement to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.

9. Municipal Services

- 9.1 The Owner shall agree in the Subdivision Agreement to revise and/or update the accepted functional servicing and stormwater management reports, if directed by the City in the event that the Director of Engineering determines that field conditions are not suitable for implementation of the servicing and stormwater strategy recommended in the previously accepted functional servicing and stormwater management reports.
- 9.2 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 acceptable access for firefighting equipment is available.

- 9.3 The Owner covenants and agrees that Normandale Subdivision drains to the downstream Carlton Road sanitary pumping station which has capacity constraints and cannot accommodate additional proposed units. The Owner agrees in the Subdivision Agreement to contribute for the potential pumping station capacity upgrade/inflow and infiltration reduction work, to the satisfaction of the Director of Engineering, their proportionate share of additional sanitary flow.

10. Easements

- 10.1 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. Any off-site easements and works necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the City.

11. Utilities

- 11.1 The Owner shall covenant and 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 (Director of Engineering) and authorized agencies.
- 11.2 The Owner shall covenant and agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including Alectra, Enbridge, telecommunications companies, etc.
- 11.3 The Owner shall covenant and agree in the Subdivision Agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City 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.
- 11.4 The Owner shall covenant and agree in the Subdivision Agreement to include in 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 purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 11.5 The Owner shall covenant and agree in the Subdivision Agreement to provide a suitable temporary Community Mailbox location(s) which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.

- 11.6 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 developer, and be subject to approval by the City in consultation with Canada Post.
- 11.7 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.

12. Environmental Clearance

- 12.1 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*.
- 12.2 Prior to the earlier of any construction, 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.
- 12.3 Prior to the earlier of any construction, the execution of 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. 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.



- 124 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 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 and the Ministry of the Environment, Conservation and Parks.
- 125 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.
- 126 Prior to the conveyance of 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.

### 13. Heritage

- 13.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owner shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City (Director of Planning and Urban Design) and the Ministry of Tourism, Culture and Sport. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a letter from the Ministry of Tourism, Culture and Sport to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 13.2 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 Tourism, Culture and Sport.
- 13.3 The Owner covenants and agrees to retain the Heritage Building (James

McLean House), known municipally as 4031 16<sup>th</sup> Avenue and to relocate the Heritage Building to Block 7.

- 13.4 The Owner covenants and agrees to protect and conserve the Heritage Building through the following means:
- a) Subject to Condition 13.4c, to keep the Heritage Building occupied for as long as possible prior to commencement of site/construction work to prevent vandalism and deterioration;
  - b) To maintain the Heritage Building in good and sound conditions at all times prior to and during the development of the property;
  - c) Once the Heritage Building is unoccupied, to undertake the following to prevent vandalism and deterioration:
    - i) secure and protect the Heritage Building from damage through the requirements outlined in the City of Markham's Property Standards By-law (Part III – Heritage Buildings), and the Keep Markham Beautiful (Maintenance) By-law including Section 8 – Vacant Heritage Property;
    - ii) erect a "No-trespassing" sign in a visible location on the property indicating that the Heritage Building is to be preserved onsite and should not be vandalized and/or scavenged; and
    - iii) install a 8 foot high fence around the perimeter of the house to protect the dwelling until the completion of construction in the vicinity or the commencement of long-term occupancy of the dwelling as confirmed by City (Heritage Section) staff.
- 13.5 Prior to final approval of the plan of subdivision or any phase thereof, the Owner is to implement the following measures to protect the Heritage Building:
- a) The Owner is to provide at its expense a legal survey of the Heritage Building to facilitate the registration of the amended designation by-law and Heritage Easement Agreement on the created/proposed lot;
  - b) The Owner is to enter into a Heritage Easement Agreement for the Heritage Building with the City;
  - c) The Owner is to permit the amendment of the existing designation by-law currently protecting the property under Part IV of the *Ontario Heritage Act*. The amended by-law shall reflect the current manner in which these by-laws are written (statement of cultural heritage value and a description of heritage attributes to be protected - interior and exterior) plus any necessary revisions to the legal description;
  - d) The Owner is to provide a Letter of Credit for the Heritage Building to ensure the preservation of the existing building during and after relocation within its lot (total \$250,000). The letter of credit shall be retained for use by the City and shall not be released until the following has been addressed:

- i) construction and grading on the subject lands and adjacent lots, and roads have been completed to the satisfaction of the City(Commissioner of Development Services),
    - ii) the building has been connected to municipal services,
    - iii) the exterior restoration of the Heritage Building is complete,
    - iv) the buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
    - v) all other heritage requirements of the Subdivision Agreement have been completed.
  - e) The Owner is to enter into a site plan agreement with the City for the Heritage Building, containing details on the site plan such as driveway, grading, connections to municipal services, trees to be preserved and detailed elevations outlining the proposed restoration plan, any additions and alterations, and any proposed garage.
- 13.6 The Owner shall covenant and agree in the Subdivision Agreement to preserve the Heritage Building through the following means:
- a) to provide and implement a traditional restoration plan for the Heritage Building, prepared by a qualified architect with demonstrated experience in heritage restoration projects, that would be reviewed and approved by the City (Heritage Section). The restoration plan is to be included in a site plan agreement for the property and secured through a \$250,000 Letter of Credit (as noted in clause 13.5d);
  - b) to complete the exterior restoration of the Heritage Building, connection of all municipal services to the allocated lot (water, gas, hydro, cable, telephone etc.) and ensure basic standards of occupancy as confirmed by Building Standards Department within two years of registration of the plan of subdivision;
  - c) to ensure that the height of the first floor of the Heritage Building above grade after relocation onto its new foundation is generally reflective of the first floor height prior to relocation;
  - d) to ensure that the final proposed grading on the lots adjacent to the Heritage Building is consistent with the existing historic grading of the Heritage Building lot; and
  - e) to ensure that the historic front of the Heritage Building (north elevation) retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing.
- 13.7 The Owner shall covenant and agree in the Subdivision Agreement to prepare and implement a marketing plan which details the ways and means the Heritage Building will be marketed to prospective purchasers;
- 13.8 The Owner shall covenant and agree in the Subdivision Agreement to provide notice and commemoration of the Heritage Building through the following means:

- a) to provide and install at its cost, an interpretative baked enamel plaque for the Heritage Building, in a publicly visible location on the property. The plaque is to be designed according to the specifications of the "Markham Remembered" program, and outline the history of the house/property. Details of the design and location of the plaque are to be submitted for review and approval of the City (Heritage Section); and
- b) to include the following notice in each Offer of Purchase and Sale for the Heritage Building:

"Purchasers are advised that the existing building on this property is designated pursuant to the *Ontario Heritage Act*, and is subject to a heritage easement agreement with the City of Markham. Any proposed additions or alterations to the exterior of the existing dwelling and certain interior features as detailed in the designation by-law shall be subject to review and approval of plans by the City."

- 13.9 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 13.1 to 13.8, inclusive, have been satisfied.

#### 14. Other City Requirements

- 14.1 The Owner acknowledges and agrees that firebreak lots (Block 4) 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.
- 14.2 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 an unobstructed Fire Services Access is available into the development. 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.
- 14.3 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.
- 14.4 The Owner shall acknowledge and agree that fire hydrants shall be located along the private road (Block 8).
- 14.5 The Owner shall acknowledge and agree that the private road (Block 8) shall be designed as a fire access route. Approved fire access route signs shall be

installed on both sides of the private road and shall face the direction of traffic flow. Parking is permitted along one side of the private road (Block 8) in areas that exceed 8.5 m in width, to the satisfaction of the Fire Services Department.

- 14.6 The Owner shall acknowledge and agree that parking is not permitted within the circular portion of the cul-de-sac area.
- 14.7 The Owner shall acknowledge and agree that the circular island feature within the circular portion of the private road (Block 8) cul-de-sac shall comply with acceptable turning radii, to the satisfaction of the Fire Services Department.
- 14.8 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.
- 14.9 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.
- 14.10 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.
- 14.11 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.
- 14.12 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.

15. York Region

- 15.1 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:
- 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 of subdivision.
  - b) A copy of an email confirmation by City of Markham staff indicating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
- 15.2 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 branch and the infrastructure asset management branch for record.
- 15.3 Should the proposed major development include bulk fuel ( $\geq 2500\text{L}$ ) or bulk chemicals ( $\geq 500\text{L}$ ) within the HVA, a Contaminant Management Plan ("CMP") will be required prior to Site Plan approval, for Water Resources review and approval. If a CMP is not required, a letter prepared by a qualified professional will be required in its place stating that the above noted activities will not be occurring.
- 15.4 The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required road improvements for this subdivision. The report/plan submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 15.5 Concurrent with the of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
- a) Plan and Profile for the York Region road and intersections;
  - b) Cross Section on York Region right-of-way at 20m interval where the site is abutting;
  - c) Grading and Servicing;
  - d) Construction Access Design;
  - e) Utility and underground services Location Plans based on SUE Investigation with Level A accuracy at crossings and Level B accuracy for

- alignment;
  - f) Traffic Control/Management Plans;
  - g) Erosion and Siltation Control Plans;
  - h) Arborist Report;
  - i) Landscaping Plans, including tree preservation, relocation and removals;
  - j) Sidewalk locations, concrete pedestrian access;
  - k) Functional Servicing Report (water, sanitary and storm services); and
  - l) Water supply and distribution report.
- 15.6 The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region right-of-way. Only those works located in their ultimate location based on the next planning upgrade for this right-of-way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
- 15.7 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering department of the area municipality for MECP ECA application approval.
- 15.8 The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
- 15.9 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
- 15.10 The Owner shall demonstrate, to the to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 m above the centerline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
- 15.11 The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation / Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region right-of to be removed, preserved or relocated. The report / plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
- 15.12 The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region right-of-way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.

- 15.13 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.
- 15.14 The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the *Environmental Protection Act* and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MECP full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.

The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.

- 15.15 The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.



- 15.16 The Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
- a) A widening across the full frontage of the site where it abuts 16<sup>th</sup> Avenue of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of 16<sup>th</sup> Avenue, and
  - b) A 0.3 m reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts 16<sup>th</sup> Avenue and adjacent to the above noted widening(s).
- 15.17 The Owner shall demonstrate to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's right-of-way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
- 15.18 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 the Corporate Services Department.
- 15.19 For any applications (Site Plan or Zoning By-Law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; 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. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration, to initiate a Development Charge Agreement with York Region.
- 15.20 The Regional Corporate Services Department shall advise that condition 2.1 and conditions 15.1 to 15.19 inclusive, have been satisfied.

16. Toronto and Region Conservation Authority

- 16.1 That *prior to* any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
- a) a complete planting and restoration plan to be undertaken for all buffer lands, to be comprised of a robust landscape enhancement plan consisting of native, self-sustaining vegetation. The restoration plan is to

include details for soil remediation to support native vegetation growth, woody vegetation, herbaceous species to be planted and native seed, and shall include species, size, number and spacing requirements, to the satisfaction of the TRCA.

- b) a detailed engineering report and plans including by not limited to the Stormwater Management Report and Functional Servicing Report that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan and TRCA requirements shall be produced to the satisfaction of the TRCA. This report shall include:
  - i) appropriate Stormwater Management Practices (LID's) to be used to treat stormwater, to mitigate the impacts of development on the quality of ground and surface water resources. The existing drainage patterns to the NHS should be maintained to the greatest extent possible, to the satisfaction of the TRCA.
  - ii) proposed methods for controlling or minimizing erosion and siltation 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 NHS will be minimized and contingency measures.
  - iii) grading and site alterations, development and infrastructure which are required to service or facilitate the development of the subject lands, be confirmed to the satisfaction of the TRCA. For areas which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, all supporting technical studies and analysis, be provided.
  - iv) the integration of LID measures and the employment of source and conveyance controls to the extent possible. The size and location of all LID measures associated with this development shall be confirmed to the satisfaction of the TRCA. The measures will be mapped with consideration for minimizing the extent of the existing vegetation to be disturbed, grade differentials and extent and depth of grading required for construction;
  - v) 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. Should the LIDs be constructed in the first phase of development, the report should also identify how the LIDs will be maintained during and after construction to ensure they function in accordance with the intended design parameters; and
  - vi) that all drawings in the Functional Servicing and Stormwater Management report be updated to reflect the OGS sizing from STC-

300 to STC-750 in accordance with the revised calculations.

- c) all applicable plans illustrating that all works, including all grading, site alterations, construction staging, or materials associated with these activities, will not encroach or be placed on any NHS lands to be conveyed to a public agency as part of this plan of subdivision. Grading encroachment within the established environmental buffers shall not be permitted unless otherwise agreed upon by the City and the TRCA. All areas to be protected must be effectively isolated through fencing or other appropriate measures prior to any site alteration being initiated.
  - d) grading plans for the subject lands shall be provided for final review and approval to the satisfaction of the TRCA. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to Block 9, associated environmental buffers, or transitioned to existing adjacent landowners.
  - e) all slopes be designed at a stable incline, without the use of retaining walls (to the greatest extent possible), and with due consideration for TRCA's Healthy Soil Guidelines within all buffer areas. All slopes are to be restored with a robust planting plan, consistent with TRCA's planting guidelines, and to the satisfaction of the TRCA.
  - f) permanent active dewatering of groundwater or interflow associated with any component of this development shall not be permitted. All underground construction and infrastructure must be designed to not require permanent active dewatering.
  - g) 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 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.
- 16.2 The implementing zoning by-law shall recognize all natural features, stormwater management and environmental buffer blocks in an environmental protection 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.
- 16.3 Prior to the registration of this plan or any phase thereof, the Owner shall prepare a plan that addresses the removal and restoration of any historical, man-made intrusions in the natural heritage system, to the satisfaction of TRCA. This includes, but is not limited to, the removal of fences, debris, asphalt, garages, sheds, etc. and the restoration of these areas to a natural state.
- 16.4 The Owner shall agree in the Subdivision Agreement, in wording acceptable to TRCA:

- a) to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans including, but not limited to, the following:
  - i) Natural Heritage Evaluation
  - ii) Functional Servicing and Stormwater Management Report
  - iii) Erosion and Sediment Control Plan and Report
  - iv) Restoration and Enhancement Plans for all Environmental Buffers.
- b) to implement the requirements of the TRCA's conditions in wording acceptable to the TRCA.
- c) to design, implement and maintain on-site erosion and sediment control structures and LID's operating in good repair during the construction period, as well as monitoring in accordance with current TRCA standards as applicable, until assumption by the City, in a manner satisfactory to the TRCA.
- d) to obtain all necessary permits pursuant to Ontario Regulation 166/06 (as amended) from the TRCA.
- e) to erect a permanent fence to the satisfaction of the TRCA 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. This includes Blocks 1 to 7 inclusive.
- f) to provide a planting, enhancement and restoration strategy be provided for all buffer lands to the satisfaction and approval of the TRCA. The planting restoration of this area shall be completed and maintained for a minimum of 2 years after registration, to the satisfaction of the TRCA. Sufficient funds shall be secured through a Letter or Credit or other appropriate measure in favour of the City and shall be released upon final assumption and warranty inspection to the satisfaction of the TRCA and the City.
- g) 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.
- h) that the Owner shall carry out, or cause to be carried out, the removal and restoration of any historical, man-made intrusions on lands to be conveyed to a public agency within Block 9 and all associated buffers. This includes but is not limited to the removal of structures, fences, debris, etc. and the restoration of these areas to a natural state, to the satisfaction of TRCA and/or the City.
- i) that Natural Heritage System Block 9 be conveyed into public ownership.
- j) that the Owner shall provide written confirmation that all snow storage will

be removed off-site and will be removed off-site and be included in as common element budget item within the future Condominium Declaration. Snow storage is not to occur on bioretention/LID infrastructure.

- k) that the Owner shall that the Owner provide a monitoring protocol and the requisite funding for the construction and long-term monitoring and maintenance of the bioretention/LID infrastructure on this site to the satisfaction of the TRCA. The Owner shall provide written confirmation that long term maintenance of the bioretention area shall be included as a common element budget item within the future Condominium Declaration.
- l) 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 1-7 (inclusive) adjacent to Natural Heritage System Block 9, which identifies the following:

*“The owners are advised that the rear lot lines are adjacent to environmental protection lands, which are regulated by the Toronto and Region Conservation Authority. These lands are considered to be part of the publically owned environmental protection area, which is intended to remain naturalized, and may not be actively maintained. A future trail may be located within all or a part of this area, however 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. In addition, access to the adjacent TRCA lands through the subject property is not permitted. Private rear yard gates are prohibited.”*
- m) for all lots and blocks in which LIDs are to be located, 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 private lots or blocks on which infiltration related infrastructure such as LID’s, rear yard swales and catch basins are located which identifies the following:

*“That stormwater management infrastructure is located on the subject property, which forms an integral part of the stormwater management infrastructure for the community. It is the owner’s responsibility for the long-term maintenance of this system by ensuring that proper drainage is maintained. Grading within the rear yard, such as swales which convey stormwater to this system must remain in their original form and snow storage is to be removed off site.”*
- n) to carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures and LIDs) prior to assumption of the subdivision by the City.
- o) 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. Ministry of Natural Resource ("MNR")

- 17.1 The Owner shall agree in the Subdivision Agreement to satisfy all requirements of the MNR 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 MNR in this respect, to the satisfaction of the Commissioner of Development Services.

18. Enbridge Gas Distribution

- 18.1 The Owner shall covenant and agree 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 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 phase 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) In the event that a pressure reducing regulator station is required, the applicant will provide a 3 metre by 3 metre exclusive use location that is within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department.
- e) 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.

19. Canada Post

- 19.1 The Owner shall covenant and agree 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 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) a concrete pad to place the Community Mailboxes on;
  - ii) any required walkway across the boulevard; and
  - iii) any required curb depressions for wheelchair access.

19.2 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. Bell

20.1 The Owner covenants and agrees in the Subdivision Agreement that prior to commencing any work within the Plan, the Owner/ developer must confirm that sufficient wire-line communication/ telecommunication infrastructure is available within the proposed development to provide communication/ telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner/ developer is hereby advised that the Owner/developer may be required to pay for the connection to and/or extension of the existing communication/ telecommunication infrastructure. If the Owner/developer elects not to pay for the such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner/ developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/ telecommunication services for emergency management services (i.e. 911 Emergency Services).

## 21. External Clearances

21.1 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 York Region Planning Department shall advise that Conditions 15.1 – 15.20 have been satisfied.
- b) The TRCA shall advise that Conditions 16.1 – 16.4 have been satisfied.
- c) The Ministry of Tourism, Culture and Sport shall advise that Condition 17.1 has been satisfied.
- d) Enbridge Gas Distribution shall advise that Condition 18.1 has been satisfied.
- e) Canada Post shall advise that Conditions 19.1 -19.2 have been satisfied.
- f) Bell Canada shall advise that Condition 20.1 has been satisfied.

Dated: XXXXXX

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Stephen Lue, Senior Development Manager