

Appendix B: Conditions of Draft Plan of Subdivision Approval

THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-20002 (4551 ELGIN MILLS DEVELOPMENT LTD., MAJOR KENNEDY DEVELOPMENTS LTD., MAJOR KENNEDY SOUTH DEVELOPMENTS LTD.) ARE AS FOLLOWS:

1.0 General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Malone Given Parsons identified as MGP Project No. 13-2175, dated August 17, 2021, Last Revised December 7, 2021 subject to outstanding City comments being addressed. The draft plan may be further redlined revised, if necessary, in order to meet the City's requirements.
- 1.2 This draft approval shall apply for a maximum period of five (5) years from date of issuance by the City, and shall accordingly lapse on March XX, 2027 unless extended by the City upon application by the Owner.
- 1.3 The Owner acknowledges and understands that prior to final approval of this Plan of Subdivision, an amendment to the city's zoning by-laws to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.4 The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City of Markham.
- 1.5 The Owner agrees to obtain required approvals from York Region, the Toronto and Region Conservation Authority (TRCA) and any other applicable public agencies to the satisfaction of the Director of Engineering.
- 1.6 Prior to the release for registration of any phase within this draft Plan of Subdivision, the Owner shall prepare and submit to the satisfaction of the City of Markham, all technical reports, studies, and drawings, including but not limited to the MESP, transportation impact assessment studies, functional traffic designs, transportation demand management plans ("TDM"), stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, etc., to address all outstanding comments to the satisfaction of the Director of Engineering, 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 agrees to design and construct all municipal roads and services in accordance with City standards and specifications.
- 1.8 The Owner agrees to design the watermain system to service the development will have a minimum of two independent water supply points to provide for adequate system

redundancy and looping for domestic and fire protection purposes, to the satisfaction of the Director of Engineering.

- 1.9 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermains, storm and sanitary sewers, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to, the City of Markham.
- 1.10 The Owner agrees not to apply for any building permits until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development as required by the City's By-law 2005-104, as amended.
- 1.11 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.
- 1.12 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 development.
- 1.13 The Owner shall agree in the Subdivision Agreement to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services external to the draft Plan of Subdivision and that are required to service the proposed subdivision phase to the satisfaction of the Director of Engineering and the City Solicitor (the "External Works").

The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, from the external landowners prior to commencing the External Works to the satisfaction of the Director of Engineering, Director of Operations and City Solicitor. The Owner shall further agree in the Subdivision Agreement to pay all costs associated with the construction of the External Works to the satisfaction of the Director of Engineering.

- 1.15 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 further covenants and agrees that the acceptance of these measures will be subject to approval from the Chief Building Official.
- 1.16 The Owner agrees to revise and/or update the accepted Functional Servicing and Stormwater Management reports, if directed by the Director of Engineering in the event that field conditions show that the implementation of the servicing and stormwater

management strategies recommended in the previously accepted Functional Servicing and Stormwater Management reports need to be modified.

2.0 Transportation Engineering - Roads

- 2.1 The road allowances within the Plan of Subdivision shall be named to the satisfaction of the City and Regional Municipality of York (“Region”).
- 2.2 The Owner shall covenant and agree in the Subdivision Agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the City, to the satisfaction of the City of Markham. The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the Subdivision Agreement to the satisfaction of the City. The Owner further agrees that dead end streets without temporary turning circles shall be barricaded to the satisfaction of the Director of Engineering and, conditions respecting the maintenance of such streets by the Owner until acceptance and assumption by the City will be included in the Subdivision Agreement.
- 2.3 Prior to the registration of any phase of the subdivision abutting Elgin Mills Road, the Owner agrees to provide the Elgin Mills Road East widening as referenced from a point 18.0 m from the centerline of construction on Elgin Mills Road East and any lands required for additional turn lanes at the intersections will be conveyed to the City for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Director of Engineering and the City Solicitor.
- 2.4 The Owner agrees not to register any phase of the subdivision abutting Elgin Mills Road until such time the Class EA Study for Elgin Mills Road East, currently being carried out by the City, has been completed and approved. The Owner agrees to revise the draft Plan of Subdivision, as necessary, to incorporate the recommendations of the Class EA Study.
- 2.5 Prior to registration of any phase in the subdivision, the Owner agrees that the City will require a Phasing Plan and road infrastructure phasing assessment accepted by the City for the subject site. The Owner agrees to develop the lands in accordance with the Phasing Plan to the satisfaction of the Director of Engineering. The road infrastructure phasing assessment will define the timing for the required road improvements (boundary roads, internal roads) to be in place to support the number of residential units proposed for each phase of development to the satisfaction of the Director of Engineering.
- 2.6 The Owner agrees to implement the TDM Plan recommendations and provisions to be outlined in the Transportation Study to the satisfaction of the Director of Engineering. The Owner further acknowledges and agrees to provide a TDM Letter of Credit in the amount reflective of the recommendations in the transportation Study.
- 2.7 Prior to registration of any phase abutting Elgin Mills Road, the Owner acknowledges and agrees to revise the Street A right-of-way to accommodate the intersection widening

at the Elgin Mills Road / Street A intersection, if required, to the satisfaction of the Director of Engineering.

- 2.8 Prior to registration of any phase that contains Street B, the Owner acknowledges and agrees to revise the Street B alignment, if required, to the satisfaction of the Director of Engineering.
- 2.9 Prior to registration of any phase abutting Elgin Mills Road, the Owner acknowledges and agrees to revise Street B right-of-way to accommodate the intersection widening at the Elgin Mills Road / Street B intersection, if required, to the satisfaction of the Director of Engineering.
- 2.10 Prior to registration of any phase that contains the specific intersection(s), the Owner acknowledges and agrees to design and secure traffic control signals to the satisfaction of the Director of Engineering and York Region at the:
 - a. Kennedy Road / Street M intersection.
 - b. Kennedy Road / Street N intersection.
 - c. Major Mackenzie Drive / Street A – The Bridle Walk intersection.
 - d. Elgin Mills Road / Street A intersection.
- 2.11 Prior to registration of any phase that contains the Street A / Street N intersection, the Owner acknowledges and agrees to review the timing for traffic control signals at Street A / Street N and to design traffic control signals at this intersection, if required, to the satisfaction of the Director of Engineering.
- 2.12 Prior to registration, the Owner acknowledges and agrees that as part of the Transportation Impact Assessment Study and Functional Traffic Design Study, to identify locations where pedestrian crossovers are appropriate to support and maintain continuity of active transportation network to the satisfaction of the Director of Engineering. Furthermore, the Owner agrees to design and secure pedestrian crossovers, where required, to the satisfaction of the Director of Engineering. The pedestrian crossovers shall be constructed at the Owner's sole cost.
- 2.13 Prior to the registration of any phase of the subdivision within which the block resides, the Owner agrees to provide a demonstration plan for site plan Blocks 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, and 922 to further inform and/or provide recommendations for probable internal configuration and driveway locations to the to the satisfaction of the Director of Engineering.
- 2.14 Prior to the registration of any phase that contains Street P, the Owner agrees to provide a demonstration plan to illustrate the interim condition of Street P is operationally feasible, to the satisfaction of the Director of Engineering.
- 2.15 Prior to the registration of any phase of the subdivision that contains Street S, the Owner agrees to update the cross-section for Street S, to include a multi-use pathway within the

east boulevard along the full extent of Block 921, to the satisfaction of the Director of Engineering.

- 2.16 Prior to the registration of any phase of the subdivision that contains Street X, the Owner agrees to review and update the cross-section for Street X, to include a multi-use pathway within the north boulevard and/or south boulevard in coordination with Landowners for Kennedy Meadows, to the satisfaction of the Director of Engineering.
- 2.17 Prior to the registration of any phase of the subdivision within which the laneways are situated, the Owner agrees to review and demonstrate that the residential driveways along the laneways are operationally feasible, to the satisfaction of the Director of Engineering.
- 2.18 The Owner acknowledges and agrees to pay the “local” cost component of any multi-use path (MUP) to be constructed on the east side of Kennedy Road and south side of Elgin Mills Road, adjacent to the Owner’s plan of subdivision, in addition to any applicable development charges that the Owner would pay pursuant to Development Charges By-Law, to the satisfaction of the Director of Engineering. The Development Charges Background Study (2022 update) will include documentation of the component of costing that is “city-wide” and component that is “local”. Overall, the Development Charges Background Study (2022 update) will provide the basis for determining the costing in the Subdivision Agreement. The Owner further agrees to make the payment to the City upon execution of the Subdivision Agreement.
- 2.19 The Owner acknowledges and agrees, that prior to registration, to design active transportation facility within the north boulevard of Major Mackenzie Drive abutting the Owner’s plan of subdivision to the satisfaction of the City and York Region. The Owner further acknowledges that upon execution of the Subdivision Agreement, to provide required Letter of Credit to secure works for the construction of active transportation facility, to the satisfaction of the Director of Engineering.

3.0 Development Engineering – Municipal Services

- 3.1 The Owner shall covenant and agree in the Subdivision Agreement that if the proposed sewers connect to existing downstream sewers that are not assumed by the City, to undertake and pay for a sewer video inspection program for the existing sewers to the satisfaction of the Director of Engineering. The Owner further agrees to do the sewer video inspection:
 - a) Prior to the connection being made;
 - b) Upon the removal of the temporary bulkhead or as directed by the Director of Engineering; and
 - c) Upon all roads, parking lots, driveways in the Owners Subdivision having been paved to the final grades, sidewalks, walkways, multi-use paths constructed and boulevards sodded.

The Owner further agrees to provide securities for the video inspection and for flushing and cleaning the existing downstream sewers to the satisfaction of the Director of Engineering.

3.2 The Owner acknowledges and agrees that the existing sanitary sewer on The Bridle Walk, between Major Mackenzie Drive and Bur Oak Avenue (the “Downstream Sanitary Sewer”), has limited capacity to accommodate the additional sewage flows that will be generated by the Owner’s the plan of subdivision. The Owner agrees to undertake the following, at no cost to the City and to the satisfaction of the Director of Engineering:

- 1) Prior to the submission of the detailed design engineering drawings, the Owner agrees to:
 - a) Conduct a design flow analysis of the Downstream Sanitary Sewer to confirm the existing flows and whether the remaining capacity of the Downstream Sanitary Sewer can accommodate the Owner’s plan of subdivision;
 - b) Conduct a flow monitoring of the Downstream Sanitary Sewer at locations for a determined period of time satisfactory to the City, to confirm the existing flows and whether the remaining capacity of the Downstream Sanitary Sewer can accommodate the Owner’s plan of subdivision. The flow monitoring data will be used as a complementary tool to calibrate the design flow and refine the timing of sewer upgrade;
 - c) Submit the flow monitoring report including raw data, in a format acceptable to the City, for review and acceptance; and
 - d) Obtain all necessary permits from the City’s Environmental Services and Operations departments prior to the commencements of the flow monitoring.
- 2) The Owner agrees to design and construct the improvements to the Downstream Sanitary Sewer if the design flow and flow monitoring undertaken above shows that the Downstream Sanitary Sewer does not have capacity to accommodate the additional sewage flow that will be generated by any phase or portion of a phase within the Owner’s Plan of Subdivision.

The City may at its discretion, upon request from the Owner, permit the developers’ group, which the Owner is a member, to design and construct of the Downstream Sanitary Sewer. The Owner agrees that any developers’ group agreement relating to the construction of the said upgrades shall be to the satisfaction of the Director of Engineering and the City Solicitor, and that its costs to undertake such upgrades will be financially secured in the Owner’s subdivision agreement.

3.3 Water Quality and Redundancy

The Owner covenants and agrees to address any potential phasing, water quality and redundancy issues of the water distribution system associated with this development to the satisfaction of the Director of Engineering at no cost to the City.

3.4 Municipal Services within Regional Road or external landowners

The Owner acknowledges that any proposed servicing on regional road or external lands to service the subject lands will be subject to the approval of the Region of York (the "Region Works") or external landowners respectively. Prior to execution of the pre-servicing agreement or subdivision agreement, whichever is earlier, for any phase requiring such services, the Owner shall obtain approval from the Region for works within the Region's right-of-way and external landowners for works on external lands. In the event the Region or external landowners does not permit the installation of the Region Works or works on external lands as the case may be, the Owner shall revise the servicing design, and if need be the Plan of Subdivision, to provide alternate locations for the Region Works or work on external lands including providing servicing blocks, if required by the City, to the satisfaction of the Director of Engineering.

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

4.1 The Owner shall grant required easements to the appropriate public 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.

4.2 The Owner shall convey Blocks 925, 926 and 928 to the City, for stormwater management purposes, free of all costs and encumbrances, to the satisfaction of the City, upon registration of the plan of subdivision.

5.0 Development Engineering – Utilities

5.1 The Owner shall agree in the Subdivision Agreement that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City of Markham and authorized agencies.

5.2 The Owner shall agree in the Subdivision Agreement to enter into any commercially reasonable agreement or agreements required by any applicable utility companies, including Powerstream, Enbridge, telecommunications companies, etc.

5.3 The Owner acknowledges that standard community mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. The Owner agrees that should it propose an enhanced community mailbox

installation, any costs over and above the standard installation must be borne by the Owner, and be subject to approval by the City in consultation with Canada Post.

- 5.4 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

6.0 Environmental Engineering - Environmental Clearance

- 6.1 The Owner shall agree in the Subdivision Agreement to retain a “Qualified Person” to prepare all necessary Environmental Site Assessments (ESA) and file Record(s) of Site Condition with the Provincial Environmental Site Registry for all lands to be conveyed to the City. The “Qualified Person” shall be defined as the person who meets the qualifications prescribed by the *Environmental Protection Act* and O. Reg. 153/04, as amended. The lands to be conveyed to the City shall be defined as any land or easement to be conveyed to the City, in accordance with the City’s Environmental Policy and Procedures for Conveyance of Land to the City Pursuant to the Planning Act.
- 6.2 Prior to the earlier of any construction, the execution of a pre-servicing agreement or Subdivision Agreement, the Owner agrees to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and all applicable standards, for all lands to be conveyed to the City for peer review and concurrence.
- 6.3 Prior to the earlier of any construction, the execution of a pre-servicing agreement or Subdivision Agreement of any phase of the draft Plan of Subdivision, the Owner agrees to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the City of Markham. The Environmental Clearance and Reliance Letter will be completed in accordance with the City’s standard and will be signed by the Qualified Person and a person authorized to bind the Owner’s company. The City will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.
- 6.4 The Owner agrees that if, during construction of any phase of the draft Plan of Subdivision, contaminated soils or materials or groundwater are discovered, the Owner shall inform the City of Markham immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the City of Markham and the Ministry of the Environment, Conservation and Parks.

- 6.5 The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. The Owner shall further agree in the Subdivision Agreement to indemnify and save harmless the City, its directors, officers, Mayor, 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.
- 6.6 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.

7.0 Storm Water Management - Environmental Engineering

- 7.1 The Owner agrees to design in accordance with the City of Markham design criteria and stormwater management guidelines.
- 7.2 The Owner acknowledges that the downstream stormwater management facility shown as SWM Facility RO1 in the Functional Servicing and Stormwater Management Report dated August 2021 prepared by WSP is on lands not owned by the Owner. The Owner agrees to make necessary arrangements with abutting landowner to permit some of the Owner's North Subject Lands to drain to the SWM Facility RO1.
- 7.3 The Owner acknowledges that the City is currently reviewing the underground stormwater tanks ("Underground SWM Tanks") shown as SWM Facility RO2 and SWM Facility RO3 in the Functional Servicing and Stormwater Management Report dated August 2021 prepared by WSP. The Owner acknowledges that the City may consider accepting the use of Underground SWM Tanks in lieu of the conventional stormwater management ponds subject to the Owner agreeing to the following:
- a) If, at the time of the execution of the Subdivision Agreement, the use of an underground storm water management facility is not an approved City of Markham standard, then the Owner will be required to make a payment amount pursuant to the City's Alternative Infrastructure Policy ("AIP").
 - b) If, at the time of the execution of the Subdivision Agreement, the use of underground storm water management facility proposal becomes part of the a City approved standard, then the Owner will not be required to make a payment amount pursuant to the City's Alternative Infrastructure Policy ("AIP").

The Owner shall agree in the subdivision agreement to make payment pursuant to the City's AIP, if applicable, prior to the release for registration of the Plan of Subdivision to the satisfaction of the Director of Engineering.

Furthermore, in the event that conventional stormwater management ponds are to be used, the Owner agrees to revise the draft Plan of Subdivision as necessary to accommodate them.

8.0 Development Charge (DC) Credits

8.1 Roads and Properties

The City acknowledges and agrees that the portion of collector road right-of-way exceeding 23.5 m width in the draft plan of subdivision are eligible for City Wide Development Charge Credits and agrees to reimburse the Owner for their portion of the design, construction and property costs associated with roads identified as follows:

- Street A, from Elgin Mills Road to Street K and Street R to Major Mackenzie Drive
- Street M, from Kennedy Road to Street A
- Street N, from Kennedy Road to the east limit of subdivision
- Street L, from Street N to Major Mackenzie Drive
- Street O, from Street N to Major Mackenzie Drive
- Street P, from Street N to Major Mackenzie Drive

The Development Charge Credits and/or Reimbursement available to the Owner shall be the lesser of: (i) the Actual Capital Cost of the above works and (ii) the cost as set out in the then-current Development Charges Background Study. The credit and/or reimbursement shall be completed through a DC Credit/Reimbursement Agreement and be consistent with the City's Development Charges Credit and Reimbursement Policy. The Owner and the City acknowledge and agree that the cost to be credit/reimbursed, shall be based on the cost included in the then-current Development Charges Background Study, at the time of the DC credit / reimbursement request.

8.2 Watermain

The City acknowledges and agrees that watermain exceeding 300 mm in the draft plan of subdivision are eligible for City Wide Development Charge Credits and agrees to reimburse the Owner for their portion of the design and construction costs associated with watermain identified as follows:

- Elgin Mills Road, from Kennedy Road to Street B
- Kennedy Road, from Elgin Mills Road to Street R and Street R to Major Mackenzie Drive

The Development Charge Credits and/or Reimbursement available to the Owner shall be the lesser of: (i) the Actual Capital Cost of the above works and (ii) the cost as set out in the then-current Development Charges Background Study. The credit and/or reimbursement shall be completed through a DC Credit/Reimbursement Agreement and

be consistent with the City's Development Charges Credit and Reimbursement Policy. The Owner and the City acknowledge and agree that the cost to be credit/reimbursed, shall be based on the cost included in the then-current Development Charges Background Study, at the time of the DC credit / reimbursement request.

8.3 Traffic Signals

The City acknowledges and agrees that internal traffic signal in the draft plan of subdivision are eligible for City Wide Development Charge Credits and agrees to reimburse the Owner for their portion of the design and construction costs associated with the traffic signal identified as follows:

- One Future signalised intersection

The Development Charge Credits and/or Reimbursement available to the Owner shall be the lesser of: (i) the Actual Capital Cost of the above works and (ii) the cost as set out in the then-current Development Charges Background Study. The credit and/or reimbursement shall be completed through a DC Credit/Reimbursement Agreement and be consistent with the City's Development Charges Credit and Reimbursement Policy. The Owner and the City acknowledge and agree that the cost to be credit/reimbursed, shall be based on the cost included in the then-current Development Charges Background Study, at the time of the DC credit / reimbursement request.

9.0 Natural Heritage

- 9.1 The Owner covenants and agrees to convey all Greenway blocks to the City of Markham in a physical condition to the satisfaction of the City.
- 9.2 The Owner covenants and agrees to implement the recommendations of the Environmental Impact Study Addendum ("EIS") prepared by Savanta and dated August 2021.
- 9.3 That prior to final approval of the Plan of Subdivision, the Owner agrees to prepare a Natural Heritage Restoration Plan for the Greenway Blocks. Detailed landscape plans shall be prepared for any restoration works identified in the EIS, to the satisfaction of the Director of Planning and Urban Design. Landscape plans shall address:
- a) Any bare soils shall be seeded and stabilized with topsoil and a native seed mix;
 - b) Ecological restoration including wetland/woodland compensation and meadow and/or shrub thicket restoration on top of the stormwater management facility RO1;
 - c) Fencing and dense vegetation plantings wherever the Greenway System abuts residential lands;
 - d) Removal of garbage within the Greenway lands; and,
 - e) Restoration of the city-owned lands associated with the stormwater management outlet for Pond RO3.

- 9.4 The Owner covenants and agrees to provide a Letter of Credit in the Subdivision Agreement to secure the ecological restoration and trail construction works identified in Condition 9.3.
- 9.5 The Owner covenants and agrees to retain a qualified ecologist to monitor the ecological restoration works and to provide a monitoring report to the satisfaction of the Director of Planning and Urban Design. The monitoring report shall address the proper establishment of natural ecosystems, overall survival rates of plant material, concentrations of invasive species, and unforeseen changes to wildlife habitat. The Owner covenants and agrees to implement any reasonable measures deemed necessary by the qualified ecologist to ensure the overall success of the Natural Heritage Restoration Plan.
- 9.6 The Owner covenants and agrees to include warning clauses in all agreement of purchase and sale for any lot abutting a Greenway, SWM Facility or Open Space block providing notice that:
- “Lands adjacent to this property have been conveyed to the City of Markham for environmental protection and/or stormwater management purposes. These lands may be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste, and removal of grass and vegetation are not permitted on city-owned lands. No fence gates shall be permitted between private property and environmentally sensitive areas. Purchasers are further advised that trails are planned to be constructed within the valley system which may result in pedestrian traffic and noise.”
- 9.7 The Owner covenants and agrees to prepare and distribute a natural heritage stewardship guide to all purchasers abutting a Greenway or SWM Facility block.

10.0 Fire

- 10.1 The Owner acknowledges and agrees that firebreak lots within the Plan of Subdivision shall be designated in the Subdivision Agreement, to the satisfaction of the Fire Chief. The Owner shall provide a Letter of Credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 10.2 The Owner acknowledges and agrees that the adequacy and reliability of water supplies shall be subject to the review and approval of the Fire Services. The Owner shall further covenant and agree that the size of the water mains and the hydrant locations shall be approved by the Fire Services

- 10.3 The Owner shall acknowledge and agree in the Subdivision Agreement that building permits will not be issued for lands in any stage of development within the Plan of Subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available. The Owner shall further covenant and agree that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or his designate.
- 10.4 The Owner shall acknowledge and agree in the Subdivision Agreement that to ensure reliability of access for Fire Services vehicles under all conditions, two full moves and unobstructed means of street access, independent of one another shall be provided into the development. If less than two accesses are provided, each dwelling within the development shall be fully equipped with an automatic sprinkler system, designed in accordance with NFPA 13.
- 10.5 The Owner shall acknowledge and agree in the Subdivision Agreement that to ensure reliability of access for Fire Services vehicles under all conditions, two points of access, and independent of one another shall be provided into the North and South portions of the development. The following access points into this development have been identified by the Fire Services and shall be completed:
- North Portion of the Development – Access #1 off of Elgin Mills Road onto Street ‘A’
 - North Portion of the Development – Access #2 off of Elgin Mills Road onto Street ‘B’
 - South Portion of the Development – Access #1 off of Kennedy Road onto Street ‘N’
 - South Portion of the Development – Access #2 off of Major Mackenzie Drive onto Street ‘A’
- To ensure reliability of access for Fire Services vehicles under all conditions, each identified access shall remain unobstructed. Gates, concrete barriers or any other type of obstruction shall not be permitted at each identified Fire Services access point during construction, after hours and including holidays. It shall be the Owners responsibility to secure these access points by other means and shall be approved by the Fire Services. The Owner shall provide a Letter of Credit in an amount to be determined by the Fire Services at the Subdivision Agreement stage to ensure compliance with this condition.
- 10.6 The Owner shall acknowledge and agree in the Subdivision Agreement that townhouse and single detached laneway dwellings with detached garages shall not exceed 90.0 metres. A townhouse block shall not exceed a distance of 45m in length without an access to the rear of the townhouse block. Access to rear yards shall be provided by means of a 3.0m break between townhouse blocks.
- 10.7 The Owner shall acknowledge and agree in the Subdivision Agreement that two separate and remote water supply connections shall be required to ensure adequacy

and reliability of the water supply at all times for firefighting purposes and that fire hydrants on streets shall be spaced at intervals not exceeding 120.0m for single family dwellings areas and 90.0m for townhouse development areas. The Owner shall provide a Letter of Credit in an amount to be determined by the Fire Services at the Subdivision Agreement stage to ensure compliance with this condition.

- 10.8 The Owner shall acknowledge and agree in the Subdivision Agreement that a water supply of at least 5,000 L/min for single family dwellings development areas and 7,000 L/min for townhouse development areas shall be available for firefighting purposes and that fire hydrants shall be installed at each end of each laneway.

11.0 Waste

- 11.1 The Owner covenants and agrees in the Subdivision Agreement to purchase from the City and to provide to purchasers at the same cost as paid to the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per residence so that each purchaser may participate in the City's waste diversion program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials are deposited in each home on or before the date of closing.

- 11.2 The Owner covenants and agrees in the Subdivision Agreement to contact the City at least four (4) weeks prior to unit occupancy to arrange an appointment time in which the recycling containers, green bins, kitchen collectors and educational materials are to be collected by the Owner.

- 11.3 The Owner covenants and agrees in the Subdivision Agreement that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the City's engineering design standards. The Owner agrees that at times when the above defined access cannot be provided, the Owner shall be responsible for moving all residential waste, recyclables and organics from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the City.

12.0 Urban Design

Tree Inventory and Tree Preservation Plan

- 12.1 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.
- 12.2 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping

Permit, Site Alteration Permit or Pre-Servicing Agreement to the satisfaction of the Director of Planning and Urban Design.

- 12.3 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.
- 12.4 The Owner shall submit for approval from the Director of Planning and Urban Design, as part of the Tree Inventory and Tree Preservation Plan, and in accordance with the City of Markham Streetscape Manual, a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
 - i. Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1.
 - ii. All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000).
 - iii. Where a site does not allow for the 2:1 replacement, the City will require cash in lieu for tree replacement based on valuation of section b).
 - iv. The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.
- 12.5 The Owner acknowledges and agrees to implement the tree compensation schedule on a phase by phase basis, including submission of an updated Tree Inventory and Preservation Plan and Landscape Plans for each phase of development.

Community Design

- 12.6 The Owner shall implement and incorporate all requirements of the approved Robinson Glen Community Design Plan into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 12.7 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.
- 12.8 The Architectural Control Guidelines shall include provisions requiring buildings to comply with the City's Bird Friendly Guidelines.
- 12.9 The Architectural Control Guidelines shall include provisions requiring a minimum of 5% of the low rise product be limited to having 2 risers or less at the front entrance.
- 12.10 Plans submitted for model home permits for any building within the draft 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.

- 12.11 The Owner shall ensure that the design architect for any buildings within this draft Plan of Subdivision shall not also assume the role of control architect.
- 12.12 The Owner acknowledges and agrees to submit townhouse siting applications for all townhouse blocks in accordance with Section 4. (j) of the City Site Plan Control By-Law 262-94, as amended, to the satisfaction of the City’s Director of Planning and Urban Design.

Parks and Open Space

- 12.13 The Owner covenant and agrees that the parkland dedication requirement is 6.927 ha, calculated at a rate of 1 hectare per 300 units, as specified in the Parkland Dedication By-law 195-90, and calculated as follows:

$$(1 \text{ hectare} / 300 \text{ units}) \times 2,078 \text{ units} = 6.927 \text{ hectares}$$
- 12.14 The Owner acknowledges and agrees that the parkland dedication for this draft Plan of Subdivision shall be a minimum of 6.927 hectares, and that this satisfies the parkland dedication requirements for a total of up to but not exceeding the approved draft plan of subdivision unit count of 2,078.
- 12.15 The Owner covenants and agrees to convey Park Blocks 921, 923, 924, and 927 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.

Block	Park Type	Area
Block 921	Community Park	6.000
Block 923	Neighbourhood Park	1.940
Block 924	Neighbourhood Park	0.030
Block 927	Parkette	0.400
Total		8.370 ha

- 12.16 Conveyance of Park Block 921, 923, 924, and 927 will satisfy all of the parkland dedication for this development. Prior to registration of the last Phase of the draft Plan of Subdivision, the parkland over-dedication (1.443 hectares.) shall be reconciled through an agreement between the Owner and/or the Landowners Group and the City. The City reserves the right to require any alternative arrangement at the sole discretion of the Director of Planning and Urban Design.
- 12.17 The Owner shall post approved copies of the Natural Heritage Restoration Plans for the Greenway and Open Space Blocks and Conceptual Park Development Master Plans for the parks in all sales offices for dwelling units within the draft plan of subdivision.

Landscape Works

- 12.18 Prior to registration of each phase within this draft Plan of Subdivision and execution of Subdivision Agreement, the Owner shall submit landscape plans prepared by a qualified landscape architect based upon the North Markham Urban Design Guidelines, the approved Architectural Control Guidelines, the approved Natural Heritage Restoration Plan, and the approved Robinson Glen Community Design Plan, to the satisfaction of the Director of Planning and Urban Design, and including the following at a minimum:
- i. For all public streets, streetscape plan and street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009;
 - ii. A specialized depth of topsoil (200mm) in the entire municipal boulevard to appropriately plant boulevard trees in accordance with the City of Markham Streetscape Manual dated June 2009;
 - iii. Privacy wood screen corner lot fencing for all corner lots, as required;
 - iv. Noise attenuation fencing as required;
 - v. For all lots backing or flanking onto an Open Space Block, Greenway, Park Block, School Block or SWM Block, a 1.5m high galvanized steel chain-link placed on the public property, two (2") inches from the property line, as determined appropriate by the Director Planning and Urban Design;
 - vi. Landscaping for all open space, stormwater and walkway blocks;
 - vii. A trail network plan;
 - viii. Restoration works identified in the Natural Heritage Restoration Plan; and,
 - ix. Any other landscaping as determined in the Community Design Plan, Architectural Control Guidelines and the Tree Inventory and Compensation Schedule.
- 12.19 The Owner shall construct all landscape works referred to in Condition 12.18 in accordance with the approved plans at no cost to the City. The construction of trail network, item 12.18 vii), may be eligible for Development Charge credits at the discretion of the Director of Planning and Urban Design.
- 12.20 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 12.24.
- 12.21 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 12.18.i)
 - FENCING AS REQUIRED BY THE CITY
 - FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE CITY)
 - TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE CITY)

- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF PARKS, WALKWAYS AND STORMWATER MANAGEMENT POND BLOCKS
- BUFFER PLANTING AND LANDSCAPING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES
- DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.

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

Parkland Servicing

- 12.22 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain, free of stock piles and debris, all, park blocks within the subdivision to the satisfaction of the Director of Planning & Urban Design. The park blocks shall be maintained until such time as the parks have been constructed and formally assumed by the City.
- 12.23 The Owner shall submit grading, servicing and survey plans by a qualified person for all park blocks, to the satisfaction of the Director of Planning & Urban Design.
- 12.24 The Owner shall provide a current geotechnical report by a qualified person all park blocks, to the satisfaction of the Director of Planning & Urban Design.

Financial

- 12.25 Prior to execution of the Subdivision Agreement, the Owner shall provide a Letter of Credit, in an amount to be determined by the Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, ecological restoration landscape works and the under-dedicated portion of the parkland dedication requirement.

13.0 Other City Requirements

- 13.1 Prior to final approval of the draft Plan of Subdivision or any phase thereof, the Owner shall enter into a Developers Group Agreement(s) to ensure the provision of community and common facilities such as school sites, municipal services, parks and public roads in the Robinson Glen Secondary Plan area, to the satisfaction of the City (Commissioner of Development Services and City Solicitor), and a certificate confirming completion of such agreement(s) shall be provided to the City by the Developers Group Trustee to the satisfaction of the City Solicitor.
- 13.2 That the Owner covenants and agrees to provide written clearance from the Trustee of the Robinson Glen Landowners Group, prior to registration of any phase of the draft Plan of Subdivision, to the satisfaction of the Director of Planning and Urban Design.

- 13.3 The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder, or their real estate agents:

Parks by type, including Park and Open Space Concept Plans and Streetscape Plans; stormwater management ponds and related facilities; schools by type; place of worship sites; other institutional sites by type; hydro corridor(s); commercial sites by type; other surrounding land uses and facilities as specified by the City; existing or future: rail facilities, provincial highways, arterial and collector roads, transit routes and stops; City approved sidewalk, walkway and bike route locations; City approved postal box and utility furniture locations or possible locations if prior to approval; City lot grading standards.

All display plans shall be reviewed and approved at the sales office by City staff, prior to the opening of the sales office.

- 13.4 The Owner shall covenant and agree in the Subdivision Agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- a) the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
 - b) the City's zoning by-law restricts the width of the driveway, this width does not allow two cars to park side by side; and,
 - c) overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City.
- 13.5 The Owner covenant and agrees in the Subdivision Agreement to implement the strategy and actions of the Community Energy Plan in support of the City's net zero emissions by 2050 objective, to the satisfaction of the Director of Sustainability and Asset Management and the Director of Planning and Urban Design.
- 13.6 The Owner covenants and agrees in the Subdivision Agreement to provide 5% of the low rise units with built-in secondary suites, to the satisfaction of the Director of Planning and Urban Design.
- 13.7 That the Owner covenants and agrees to enter into a Section 37 Agreement to secure the provision of Public Art by the City, as required by implementing zoning by-law.

14.0 Canada Post

- 14.1 The Owner/developer agrees to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.

- 14.2 The Owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 14.3 The Owner/developer will consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plans.
- 14.4 The Owner/developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
- An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on.
 - Any required walkway across the boulevard.
 - Any required curb depressions for wheelchair access.
- 14.5 The Owner/developer further agrees to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.
- 14.6 The Owner shall agree in the Subdivision Agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 14.7 The Owner/developer further agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.

15.0 York Region

Clauses to be Included in the Subdivision Agreement

- 15.1 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.
- 15.2 The Owner shall agree that the proposed direct connections to the Region's watermain on Major Mackenzie Drive and the proposed crossings of the same watermain by the new sanitary sewer as identified in the Functional Servicing and Stormwater Management Report (FSSR) shall be designed and installed to the satisfaction of the Region.

- 15.3 The Owner shall agree that Blocks 911, 912, 913, 914, 915, 916, 917, 918, 919, 926, 928 and 979 will not be permitted direct private access to Regional roads (Kennedy Road, Elgin Mills Road and Major Mackenzie Drive). All access shall be provided through local roads.
- 15.4 The Owner shall agree to provide direct shared pedestrian/cycling facilities and connections from the proposed development to boundary roadways and adjacent developments to support active transportation and public transit, where appropriate.
- 15.5 The Owner shall agree to reserve an unobstructed location for the future construction of the passenger standing areas/shelter pads identified below:

On Street: Kennedy Road
At Street: Elgin Mills
Location: SE corner
Standard Specifications: YRT 1:03

On Street: Elgin Mills
At Street: Street A
Location: SW corner
Standard Specifications: YRT 1:01

On Street: Elgin Mills Road
At Street: Street B
Location: SW corner
Standard Specifications: YRT 1:01

On Street: Street A
At Street: Street B
Location: SE corner
Standard Specifications: YRT 1:01
On Street: Street B
At Street: South of Street H
Location: East side (adjacent to Greenway System)
Standard Specifications: YRT 1:01

On Street: Street A
At Street: Street Y
Location: SW corner
Standard Specifications: YRT 1:01

On Street: Street A
At Street: Street Y
Location: SE corner
Standard Specifications: YRT 1:01

On Street: Street A
At Street: Street N
Location: NW corner
Standard Specifications: YRT 1:01

On Street: Street A
At Street: Street N
Location: SE corner
Standard Specifications: YRT 1:01

On Street: Street N
At Street: Street A
Location: NE corner
Standard Specifications: YRT 1:01

On Street: Street N
At Street: Street A
Location: SW corner
Standard Specifications: YRT 1:01

On Street: Street N
At Street: Street S
Location: NE corner
Standard Specifications: YRT 1:01

On Street: Street N
At Street: Street L
Location: SW corner
Standard Specifications: YRT 1:01

On Street: Street A
At Street: Street Major Mackenzie Drive
Location: NW corner
Standard Specifications: YRT 1:01

On Street: Street N
At Street: Street O
Location: North side of Street N (Adjacent to Neighbourhood Park)
Standard Specifications: YRT 1:01

On Street: Street N
At Street: Street O0
Location: SW corner
Standard Specifications: YRT 1:01

On Street: Street N

At Street: Street P
Location: SW corner
Standard Specifications: YRT 1:01

On Street: Street N
At Street: Street II
Location: NE corner (Adjacent to Greenway System)
Standard Specifications: YRT 1:01

Landscaping should not interfere with the bus stops, passenger standing areas, shelters or corner sightlines. Bus stops located in front of the employment areas shall be incorporated into the landscape design.

- 15.6 The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
- 15.7 The Owner shall agree, in wording satisfactory to Development Engineering, that Site Plan Application approval from Region is required to be in place before the commencement of any site alteration or construction works for Blocks 914 & 919 abutting Major Mackenzie Drive, Block 918 abutting Kennedy Road and Major Mackenzie Drive, Block 911 & 912 abutting Kennedy Road, and Block 917 abutting Kennedy Road and Elgin Mills Road.
- 15.8 The Owner shall agree where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region Right-Of-Way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the area municipality. Failure to maintain these landscape features to York Region's satisfaction will result in the area municipality incurring the cost of maintenance and/or removal undertaken by the Region.
- 15.9 The Owner shall agree to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
- 15.10 The following warning clause shall be included 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".
- 15.11 The Owner shall agree that where berm, noise wall, window and/or oversized 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 guidelines and the York Region Noise Policy.

- 15.12 Where noise attenuation features will abut a York Region Right-Of-Way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
- a) That no part of any noise attenuation feature shall be constructed on or within the York Region Right-Of-Way;
 - b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
 - c) That maintenance of the noise barriers and fences bordering on York Region Right-Of-Way's shall not be the responsibility of York Region.
- 15.13 The Owner shall agree to be responsible for determining the location of all utility plants within York Region Right-Of-Way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

Conditions to be Satisfied Prior to Final Approval

- 15.14 The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development or any phase thereof and have been allocated by the City of Markham:
- a copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan of subdivision.
 - a copy of an email confirmation by City of Markham staff stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
- 15.15 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.

- 15.16 The Owner shall acknowledge that internal access to rear laneways or local public roads are provided to the Blocks 911, 912, 913, 914, 915, 916, 917, 918, 919, 926, 928 and 979 (identified in the current Draft Plan of Subdivision) to the satisfaction of the Region.
- 15.17 The Owner shall provide a revised Transportation Demand Management memo to full address all the comments provided above, to the satisfaction of the Region.
- 15.18 The Owner shall demonstrate that pedestrian/cycling facilities are provided along the frontage of Regional Roads (Major Mackenzie Drive, Kennedy Road and if transferred to the Region at the time of clearance Elgin Mills Road), designed to the satisfaction of the Region and the City of Markham.
- 15.19 Highly Vulnerable Aquifer: Should the proposed major development include bulk fuel ($\geq 2500L$) or bulk chemicals ($\geq 500L$) within the HVA, a Contaminant Management Plan (CMP) will be required prior to Plan of Subdivision Final approval, for Water Resources review and approval.
- 15.20 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.
- 15.21 Concurrent with the submission 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) Intersection/Road Improvements, including the recommendations of the Traffic Report;
 - e) Construction Access Design;
 - f) Utility and underground services Location Plans;
 - g) Signalization and Illumination Designs;
 - h) Line Painting;
 - i) Traffic Control/Management Plans;
 - j) Erosion and Siltation Control Plans;
 - k) Landscaping Plans, including tree preservation, relocation and removals;
 - l) Arborist Report
 - m) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva
 - n) Functional Servicing Report (water, sanitary and storm services)
 - o) Water supply and distribution report;

- p) Engineering drawings showing plan and profile views of proposed works related to connections to or crossing of Regional watermain or sewer, including the following, as applicable:
- Disinfection Plan
 - MOECC Form 1- Record of Watermains Authorized as a Future Alteration
- q) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
- 15.22 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.
- 15.23 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 and Engineering approval.
- 15.24 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.
- 15.25 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.
- 15.26 The Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
- 15.27 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-Way 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.
- 15.28 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 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.

- 15.29 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.
- 15.30 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.
- 15.31 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 MOECC 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.
- 15.32 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.
- 15.33 Upon registration of the plan, 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 Major Mackenzie Drive of sufficient width to provide a minimum of 22.5 metres from the centreline of construction of Major Mackenzie Drive and any lands required for additional turn lanes at the intersections; and
 - b) A widening across the full frontage of the site where it abuts Kennedy Road of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of Kennedy Road and any lands required for additional turn lanes at the intersections; and
 - c) A 15 metre by 15 metre daylight triangle at the north-east and north-west corners of Street L and Major Mackenzie Drive; and
 - d) A 15 metre by 15 metre daylight triangle at the north-east and north-west corners of Street A and Major Mackenzie Drive; and
 - e) A 15 metre by 15 metre daylight triangle at the north-east and north-west corners of Street O and Major Mackenzie Drive; and
 - f) A 15 metre by 15 metre daylight triangle at the north-west corners of Street P and Major Mackenzie Drive; and
 - g) A 15 metre by 15 metre daylight triangle at the north-east and south-east corners of Street N and Kennedy Road; and
 - h) A 15 metre by 15 metre daylight triangle at the north-east and south-east corners of Street M and Kennedy Road; and
 - i) A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts Kennedy Road and Major Mackenzie Drive and adjacent to the above noted widening(s).
- 15.34 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.
- 15.35 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.
- 15.36 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.

- 15.37 The Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of York Region.
- 15.38 The Owner shall enter into a Development Charge Agreement with York Region to freeze/lock in the Development Charge rate at the time of the draft plan of subdivision application 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.
- 15.39 The Regional Corporate Services Department shall advise that Conditions 15.0 to 15.38 inclusive, have been satisfied.

16.0 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 comprehensive stormwater management report identifying all interim and permanent stormwater servicing and all associated phasing. This report must identify all of the proposed stormwater management facilities to which the subject lands will drain and provide details with respect to the interim stormwater servicing that is to be employed prior to all of the ultimate facilities being fully operational. This report shall identify phasing and sequencing of the transition from interim to permanent facilities, and identify all interim drainage routes, which may be required prior to permanent infrastructure being available. Detailed design shall be provided for all interim stormwater management ponds that may be required to service the subject lands prior to permanent facilities being available. All temporary and permanent stormwater infrastructure and outlets shall be designed to the satisfaction of TRCA.
 - b) A final Environmental Impact Study (EIS), including detailed impact mitigation, restoration and enhancement recommendations and plans to the satisfaction of the TRCA. This report shall also outline measures to be taken to avoid contravention of the Migratory Birds Convention Act, and Endangered Species Act.
 - c) Detailed engineering report and plans for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan and TRCA requirements, to the satisfaction of the TRCA. This report and plans shall include:

- i. plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how target flows as identified in the subwatershed study and within the approved MESP will be achieved during and post-development;
- ii. an assessment that clearly demonstrates that the proposed conditions floodplain associated with Robinson Creek along Street 'P', south of Street 'N', does not extend into areas in which development is proposed, and, that an acceptable cut and fill plan is provided, which demonstrates that any proposed fill within the existing floodplain associated with the road construction, and grading and servicing works within this subdivision, are appropriately mitigated to the satisfaction of TRCA. And, that this plan of subdivision be red-line revised, if required, in order to meet TRCA's requirements in this regard.
- iii. appropriate Stormwater Management Practices (SWMP's) to be used to treat stormwater, to mitigate the impacts of development on the quantity and quality of ground and surface water resources (including thermal and turbidity impacts). This must include identification of potential construction and permanent impacts to impacted or receiving natural systems.
- iv. proposed methods for controlling or minimizing erosion and sediment on-site in accordance with current Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and an ESC report must address phasing and staging, demonstrate how impacts to the NHS will be mitigated. The report will also have specific plans for ESC monitoring and reporting, as required by TRCA. All areas to be protected must be effectively isolated through appropriate measures prior to any site alteration being initiated. The ESC report and strategy shall also integrate all relevant mitigation measures included in the EIS. As part of the Erosion and Sediment Control Report, the identification of vulnerable receiving features is required.
- v. location and description of all SWM and foundation drain collector outlets and other SWM infrastructure within and adjacent to the Greenway System, including a detailed analysis of any potential associated grade modifications and vegetation removal and all feasible mitigation measures to the satisfaction of the TRCA. This includes demonstrated consistency with the MESP with respect to location of outfalls to minimize the impacts to sensitive natural heritage features. Should red-line revisions to stormwater management pond blocks be necessary to meet the requirements of the TRCA, these alterations to expand blocks, or modify the size or configuration shall occur on lands within this subdivision which are currently proposed for development;

- vi. the integration of Low Impact Development (LID) measures and source and conveyance controls to mimic to the extent possible, pre-development hydrology and to reduce post-development runoff volumes. Multiple LID measures shall be used as part of an overall treatment train approach, consistent with the subwatershed study, to the satisfaction of the TRCA. the size and location of all LID measures associated with this development shall be confirmed to the satisfaction of the TRCA. Specific site water balance targets, and methods and locations for implementation of LIDs shall be provided;
- vii. identification and quantification of the specific measures that are being employed to ensure that there will be no predicted erosion related impacts on downstream areas (during and post construction), which are to be integrated into the stormwater management plan to the satisfaction of the TRCA. The report must identify in detail, how downstream erosion associated with flows generated from this development is being avoided;
- viii. detailed design of all proposed infiltration and low-impact development measures that are to be employed, demonstrating that TRCA's requirements, which include but are not limited to quality and quantity requirements, have been satisfied. Demonstration of how the receiving stormwater management ponds are being managed during the construction phase while some or all of the LIDs are not in operation, will be required;
- ix. demonstrate how the pre-development drainage patterns are being preserved, post-development (to the greatest extent possible), in accordance with the approved MESP. The report shall include an impact mitigation report which demonstrates how construction and development shall minimize the potential impacts any flow diversion on the natural systems on or off the subject property, and including any broader impacts upon the sub watershed. Alterations to the approved drainage patterns in the Subwatershed Study (SWS) will require a reassessment of the SWS model utilized, and model calibration to demonstrate how the feature-based water balance is maintained;
- x. all stormwater outfalls, outflow channels and/or flow dispersal measures associated with stormwater management discharge, be designed to incorporate TRCA's design guidelines. This includes regard for additional enhancements to water quality, quantity control, mitigation of thermal impacts to the receiving habitat, reduce potential erosion and maximize potential infiltration, and integrate naturalized outlet channels where applicable, to the satisfaction of the TRCA;

- xi. All applicable plans illustrating that all works, site alterations, construction staging, or materials associated with these activities, will not encroach or be placed on lands to be conveyed to a public agency as part of this plan of subdivision; and,
- xii. a comprehensive assessment of the construction methodology, area of impact, phasing, impact mitigation, contingency measures, stabilization and restoration proposed for all infrastructure crossings proposed within the Greenway System.

16.2 That *prior to* any development, pre-servicing or site alteration, the applicant shall demonstrate that suitable arrangements have been made with adjacent landowners on which all requisite stormwater management facilities and/or infrastructure has been proposed, to allow for the construction and operation of the proposed interim and/or permanent facilities and/or infrastructure. And, that the owner demonstrates that arrangements have been made for any requisite interim conveyance channels and interim infrastructure to remain in place on external lands, until such time as permanent infrastructure is available.

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:

- 16.3 Grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within natural feature blocks and associated environmental buffers. Grading encroachment within the established environmental buffers (as determined on a site by site basis) shall not be permitted unless otherwise agreed upon by the City and the TRCA.
- 16.4 An adequate hydrogeological assessment, demonstrating that the groundwater related requirements of the SWS and MESP are being met or exceeded. The report shall:
- i) provide a ground water constraint assessment that will examine existing and proposed ground water levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. Interactions between untreated (or insufficiently treated) surface and groundwater, shallow ground water, any necessary mitigation and dewatering requirements must be identified.
 - ii) Assess the need for liners associated with the stormwater management system, and suitable liners shall be provided where necessary. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated;
 - iii) Provide information detailing all anticipated temporary or passive dewatering that may be required during the construction phase, including anticipated volumes, duration, discharge locations, and filtration media - as required, to the satisfaction of the TRCA.

- 16.5 Detailed plans for any proposed trails within the NHS, identifying that potential impacts to the environmental buffers in which they are to be located have been minimized to the greatest possible extent. These shall include identification of how the impact has been minimized through location of the proposed trail, proposed grade modification and area of disturbance, proposed lighting impact mitigation, design and surfacing.
- 16.6 A Detailed water balance assessment that will identify measures that will be implemented during construction and post-construction to: mimic the pre-development surface and groundwater water balance to the greatest possible extent; maintain pre-development flow regimes and hydroperiods (e.g. quality, volume, rate, duration, timing, frequency and spatial distribution of water) to natural features; provide for on-site retention of precipitation on-site in accordance with the SWS and MESP to the satisfaction of the TRCA; mitigate against any potential on-site or downstream erosion associated with the stormwater management system; maintain and not exceed target flows to downstream wetlands and watercourses, to the satisfaction of TRCA staff. This study must provide detailed design of the system(s), and implementation information and measures, including adaptive management and monitoring.
- 16.7 An adaptive management report and plan. This report must identify contingency measures and specific actions that may be taken within the development area to supplement and/or modify the quantity and quality of flows being directed to natural features on an on-going basis, outline feasible mitigation measures, and to address potential turbidity and thermal impacts of SWM discharge. The Adaptive Management Report must also include a specific section including an assessment of potential options for addressing unanticipated results of the monitoring—such as erosion downstream of the stormwater management outlet, or sediment discharge to natural features. The monitoring plan shall include monitoring data throughout construction and post-construction and provide funding securities for the long-term monitoring of this system to the satisfaction of the TRCA and the City. Financing for the monitoring should be secured through the subdivision agreement. A detailed terms of reference shall be provided to TRCA, and to the satisfaction of TRCA prior to the completion of the report.
- 16.8 Provide a comprehensive monitoring plan to assess the functioning and effectiveness of proposed stormwater and LID measures, source and conveyance measures.
- 16.9 That the applicant attain all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required, and those related to any associated off-site infrastructure or stormwater management works required to support this development. No grading, pre-servicing or temporary stormwater management works are to be initiated within TRCA's Regulated Areas until such time as a permit from the TRCA and all requisite TRCA approvals are attained;
- 16.10 That the implementing zoning by-law recognize all Natural Heritage Network lands 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.

- 16.11 To provide for all warning clauses and information identified in TRCA's conditions.
- 16.12 That the applicant provide confirmation that they are aware of their responsibilities with respect to all necessary approvals under the Endangered Species Act, and that they commit to attain all necessary approvals.
- 16.13 That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA;
 - a. to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions, including but not limited to the mitigation measures outlined in the Environmental Impact Study, completed to the satisfaction of TRCA;
 - b. implement on-site erosion and sediment control plans as well as monitoring in accordance with current TRCA standards or MECP/MNRF Silt Smart as applicable;
 - c. to maintain all stormwater management, LID and erosion and sedimentation control structures operating and in good repair during the construction period.
 - d. 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.
 - e. to implement all water balance/infiltration measures identified in the water balance study and feature based water balance that is to be completed for the subject property to TRCA's satisfaction;
 - f. to implement the water balance, feature based water balance, LID and adaptive management monitoring programs and provide the requisite funding and securities for the full duration of the monitoring to the satisfaction of the TRCA;
 - g. to gratuitously dedicate all NHS and Open Space blocks to TRCA or City of Markham, free of encumbrances. Should the lands be conveyed to TRCA, the owner shall demonstrate that all servicing and access easements provided for, as may be required by the Markham.
 - h. 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.
 - i. To implement or provide the funding required for the implementation of all restoration and

enhancement plantings and works to the satisfaction of TRCA and City of Markham. And, to provide a three-year monitoring and warranty on all planted materials.

- 16.14 That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for blocks and lots adjacent to Natural Heritage (Greenway) System Blocks 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 publicly owned environmental protection area, which is intended to remain naturalized, and will not be actively maintained. A future public 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.

- 16.15 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 underground and/or surface 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.

- 16.16 That the size and location of all proposed stormwater management blocks - to which the subject lands drain - be confirmed to the satisfaction of the TRCA. And, if required to meet TRCA requirements, red-line revisions be made to the plan to expand these blocks, or modify their size or configuration into surrounding lands within this subdivision which are currently proposed for development.

- 16.17 That the size and location of all Low Impact Development (LID) stormwater management measures associated with this development be confirmed to the satisfaction of the TRCA.

- 16.18 That all Greenway System blocks be conveyed gratuitously into public ownership.

- 16.19 Plantings and restoration – that the owner provide a comprehensive planting and restoration strategy and plans for all Greenway System lands. This plan shall be consistent with the Natural Heritage Restoration Plan for the Robinson Glen area. Should a block-level Natural Heritage Restoration Plan not exist at the point at which the condition is being addressed, the owner shall be responsible for ensuring the production of this plan. And, that the owner commits to funding the implementation of the restoration and enhancement plans on the

subject lands, and all associated monitoring to the satisfaction of TRCA and in accordance with the recommendations of the EIS.

17.0 Ministry of the Environment Conservation and Parks (MECP)

The Owner shall agree in the subdivision agreement to satisfy all requirements of the MECP with respect to the endangered species and any potential impacts on the draft plan of subdivision, and to provide written confirmation that it has consulted with MECP in this respect, to the satisfaction of the Commissioner of Development Services.

18.0 Heritage

- 18.1 Prior to final approval of the draft Plan of Subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City (Commissioner of Development Services) and the Ministry of Heritage, Sport, Tourism and Culture Industries (Ministry of Heritage). 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 Heritage to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 18.2 The Owner shall covenant and agree in the Subdivision Agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the City and the Ministry of Heritage.
- 18.3 The Owner covenants and agrees to retain the Heritage Buildings identified as the Homer Wilson House and J.B. Carr Cottage, known municipally as 10225 and 10277, and relocate the Heritage Buildings to Lots 666 and 667 as identified on the draft Plan of Subdivision.
- 18.4 The Owner covenants and agrees to protect and conserve the Heritage Buildings through the following means:
- a) To keep the Heritage Buildings occupied for as long as possible prior to commencement of site/construction work to prevent vandalism and deterioration;
 - b) To maintain the Heritage Buildings in good and sound conditions at all times prior to and during the development of the property;
 - c) Once the Heritage Buildings are unoccupied, to undertake the following to prevent vandalism and deterioration:
 - secure and protect the buildings 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;

- erect a "No-trespassing" sign in a visible location on the property indicating that the Heritage Buildings are to be preserved onsite and should not be vandalized and/or scavenged; and
- install a 8 ft. high fence around the perimeter of the Heritage Buildings to protect the Buildings 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.

18.5 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 Buildings:

- a) The Owner is to provide at its expense a legal survey of the lots associated with each Heritage Building to facilitate the registration of the designation by-law and Heritage Easement Agreement on the new lots;
- b) The Owner is to enter into a Heritage Easement Agreement with the City for each of the Heritage Buildings;
- c) The Owner is to permit the amendment of the existing designation by-law (2008-22) 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) plus any necessary revisions to the legal description;
- d) The Owner is to provide a \$250,000 Letter of Credit for each Heritage Building to ensure the preservation of the existing buildings during and after relocation within their new lots (total \$500,000). The letter of credit shall be retained for use by the City and shall not be released until the following has been addressed:
 - 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),
 - the Heritage Buildings have been connected to municipal services,
 - the exterior restoration of the Heritage Buildings is complete,
 - the Heritage Buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
 - 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 each of the Heritage Buildings, 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.

- 18.6 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 Buildings, 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 the work secured through a \$250,000 Letter of Credit as mentioned in clause X.5 (d);
 - 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 each 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 architectural design and elevations of dwellings proposed for adjacent lots is compatible with the restored Heritage Buildings;
 - e) to ensure that the final proposed grading on the lots adjacent to Heritage Building is consistent with the historic grading of the Heritage Building lot;
 - f) to ensure that the historic front of each Heritage Building retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing;
- 18.7 The Owner shall covenant and agree in the Subdivision Agreement to prepare and implement a marketing plan, to the satisfaction of the Commissioner of Development Services, which details the ways and means the Heritage Buildings will be marketed to prospective purchasers.
- 18.8 The Owner shall covenant and agree in the Subdivision Agreement to provide notice and commemoration of the Heritage Buildings through the following means:
- a) to provide and install at its cost, an interpretative baked enamel plaque for each 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 Heritage Building. Details of the design and location of the plaque are to be submitted for review and approval of the City (Heritage Section);
 - b) to include the following notice in the Offer of Purchase and Sale for each Heritage Building:

"Purchasers are advised that 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 building or property shall be subject to review and approval of plans by the City.”

- 18.9 The Owner shall covenant and agree in the Subdivision Agreement to protect and preserve the integrity of the Pingle Cemetery area by sensitively integrating it with adjacent development in a respectful manner including undertaking the following requirements:
- a) to protect the area during construction
 - b) to install appropriate decorative fencing and landscaping in consultation with the City; and
 - b) to provide and install at its cost, an interpretative baked enamel plaque, 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 Pingles. The design and location of the plaque are to be submitted for review and approval of the City (Heritage Section);
- 18.10 The Owner shall covenant and agree in the Subdivision Agreement to sensitively demolish the Pingle Brown House (4638 Major Mackenzie Drive) as per the recommendation of the CHIA Report which would allow this dwelling to be deconstructed and documented during demolition to provide an opportunity to learn more about the mid-nineteenth century construction methods and materials and allow the possible salvage of building components, and that these findings would be provided to the municipality.
- 18.11 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 18.1 to 18.10, inclusive, have been satisfied.

19.0 Bell

- 19.1 For blocks within this Draft Plan of Subdivision where multiple dwelling units under Condominium tenure are proposed the Owner shall grant to Bell Canada any easement over those blocks that may be required for the purposes of provisioning communication and telecommunication infrastructure relevant to the servicing of the blocks. The location and need for any required easements will be determined through the site plan process specific to those blocks. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.

20.0 York Region District School Board (YRDSB)

- 20.1 That the following conditions of draft plan approval to be imposed upon the subject Draft Plan of Subdivision Plan 20 113780 dated August 17, 2021, Last Revised

December 7, 2021 prepared by Malone Given Parsons relative to the York Region District School Board:

- a) That prior to registration, the Owner shall have made an Agreement satisfactory to the York Region District School Board for the transfer of a public elementary school site. The public elementary school site, "Block 922", shall contain not less than 2.43 hectares and be free and clear of all encumbrances including but not limited to natural features.
- b) That prior to registration, the owner shall have made an Agreement satisfactory to the York Region District School Board for the transfer of a public secondary school site. The public secondary school site, "Block 920", shall contain not less than 6.07 hectares and be free and clear of all encumbrances including but not limited to natural features.

20.2 That the following conditions be applicable to each of the school sites referenced in 20.1 a) to b):

- c) That the Owner shall agree in the Subdivision Agreement in wording satisfactory to the York Region District School Board:
 - i) to grade the school site(s) and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
 - ii) to remove any buildings on the school site;
 - iii) to remove trees, as required to accommodate school layout;
 - iv) to provide a Letter of Credit pertaining to stockpiling and removal of topsoil, by taking the volume of topsoil to be stored upon the school site and multiplying such volume by 200% of the current market prices for waste material disposal, as set forth in the latest version of Hanscomb's Yardsticks for Costing, Cost Data for the Canadian Construction Industry, to the satisfaction of the York Region District School Board;
 - v) to remove stockpiled topsoil within 30 days of written notice by the Board and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
 - vi) to construct a black vinyl coated chain link fence, Type II 1 ½ " mesh, 1.8 m high along all boundaries of the school blocks, including road frontage(s) at the discretion of the Board;

- vii) to construct the fences prior to the issuance of building permits for the Phase of the subdivision in which any School Block is located;
 - viii) to erect and maintain a sign on the public school site at such time as the relevant access roads are constructed, indicating that the date has not been set for the construction of the school;
 - ix) to provide a geotechnical investigation and Phase 1 and Phase 2 Environmental Site Assessment conducted by a qualified engineer. For an elementary school site a minimum of eight boreholes shall be required and for a secondary school site a minimum of sixteen boreholes shall be required;
 - x) to provide the foregoing at no cost to the Board;
 - xi) to assume any upstream and downstream charges for hydro, natural gas, sanitary and storm drainage, and water supply.
- d) That the owner shall submit to the York Region District School Board, at no cost to the Board, a letter from a qualified consultant concerning:
- i) the suitability of the school site for school construction purposes, relating to soil bearing factors, surface drainage, topography and environmental contaminants; and,
 - ii) the availability of natural gas, electrical, cable, water, storm sewer and sanitary sewer services.
- e) That the owner shall agree in the Subdivision Agreement, in wording acceptable to the York Region District School Board that the services referred to in Condition c) ii) shall be installed to the mid-point of the frontage of the elementary school site and positioned as designated by the Board, at no cost to the Board.
- f) That prior to final approval, the owner shall submit to the School Board an Environmental Impact Study for the school block, an initial set of engineering plans for review and approval, and subsequently, a copy of the final engineering plans as approved by the City of Markham which indicate the storm drainage system, utilities, and the overall grading plans for the complete subdivision area.
- g) That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that adequate electrical capacity will be supplied to the school site frontage by the developer at no cost to the Board.
- h) That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that they are satisfied that payment for any upstream and downstream charges will be made by the original developer.

- i) That the Subdivision Agreement includes warning clauses advising the City of Markham, property owners and purchasers of lots within the draft plan that unless the provincial funding model provides sufficient funds to construct new schools, there can be no assurance as to the timing of new school construction nor a guarantee that public school accommodation will be provided within the subject plan notwithstanding the designation of the school site.
- j) That the York Region District School Board shall advise that Conditions 20.2 a) to i) inclusive have been met to its satisfaction. The clearance letter shall include a brief statement detailing how each condition has been satisfied or carried out.

21.0 Streetlight Types - Municipal Engineering

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.

22.0 External Clearances

- 22.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
- a) Canada Post shall advise that Conditions 14.0 to 14.7 have been satisfied.
 - b) The Ministry of the Environment, Conservation and Parks shall advise that Condition 17.0 has been satisfied.
 - c) The Regional Municipality of York Planning Department shall advise that Conditions 15.0 to 15.38 have been satisfied.
 - d) The Toronto and Region Conservation Authority shall advise that Conditions 16.0 to 16.19 have been satisfied.
 - e) The York Region District School Board shall advise that Conditions 20.0 to 20.2 have been satisfied.
 - f) Bell Canada shall advise that Conditions 19.1 has been satisfied.

Dated: M a r c h X X , 2022
Stephen Lue, Acting Senior Development Manager