

**Appendix ‘A’**  
**DRAFT PLAN CONDITIONS**

THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM (THE “CITY”)  
TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION  
19TM-22003 FLATO UPPER MARKHAM VILLAGE INC. (THE “OWNER”) ARE AS FOLLOWS:

1. **General**

- 1.1 Approval shall relate to a Draft Plan of Subdivision prepared by Bousfields Inc., dated August 10, 2022, identified as drawing number 2131-27dp-MZO2 , and incorporate any redline revisions required to address comments from the City and external agencies including:
  - Including a landscape buffer and/or fence along the north property line;
  - Removing the reference to “future residential” to reflect the existing abutting Willowgrove Farm uses in the Town of Whitchurch-Stouffville.
- 1.2 This Draft Approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on XXXXX, unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a Subdivision Agreement with the City agreeing to satisfy all conditions of the City and Agencies, financial and otherwise, prior to final approval.
- 1.5 The Owner acknowledges and understands that prior to final approval of this Draft Plan of Subdivision, any amendments (if applicable) to the City’s 2014 Official Plan (as partially approved on November 24<sup>th</sup>, 2017 and further updated on April 9<sup>th</sup>, 2018), as amended, and applicable Zoning By-law, as amended, and Minster’s Zoning Order, to implement the Plan shall have come into effect in accordance with the provisions of the *Planning Act*.
- 1.6 The Owner acknowledges and agrees that the Draft Plan of Subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement any recommendations from studies required as a condition of draft approval, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.
- 1.7 Prior to the execution of the Subdivision Agreement, the Owner shall prepare and submit to the satisfaction of the City, all technical reports, studies, and drawings, including but not limited to, Transportation Impact Studies, Functional Traffic Designs, Transportation Demand Management Studies, Master Environmental Servicing Plan, Functional Servicing Report, Stormwater Management Report, Geotechnical and Hydrogeological Reports, Noise Studies, Servicing and Infrastructure Phasing plan, Photometric Studies, and Detailed Engineering Drawings, etc., to support the draft Plan of Subdivision. The Owner agrees to revise the Draft Plan of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.

- 1.8 The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the Draft Plan of Subdivision including, but not limited to, Transportation Impact Studies, Functional Traffic Designs, Transportation Demand Management Studies, Master Environmental Servicing Plan, Functional Servicing Report, Stormwater Management Report, Geotechnical and Hydrogeological Reports, Noise Studies, Servicing and Infrastructure Phasing plan, Photometric Studies, and Detailed Engineering Drawings, to the satisfaction of the City, and at no cost to the City.
- 1.9 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermain, sewers, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to the City.
- 1.10 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.
- 1.11 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 prior to the construction of municipal infrastructure required to service that phase of the development.
- 1.12 The Owner shall enter into a Construction Agreement and/or Encroachment Agreement or any other Agreements deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the Draft Plan of Subdivision and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.13 The Owner covenants and agrees to include a warning clause in all Purchase and Sale Agreements acknowledging the active agricultural uses on the abutting Willowgrove Farm property, located at 11737 McCowan Road in the Town of Whitchurch-Stouffville, which includes the seasonal spraying of crops and spreading of manure.

## 2. Community Design

- 2.1 The Owner shall implement and incorporate all requirements of the approved drawings and plans, and any other required design documents as applicable.
- 2.2 The Owner shall retain a design consultant to prepare Architectural Control Guidelines that incorporates age-friendly design elements to be submitted to the Director of Planning and Urban Design for approval prior to execution of the Subdivision Agreement.
- 2.3 The Owner shall retain a design consultant, acceptable to the City's Director of Planning and Urban Design, to implement the Architectural Control Guidelines.

- 2.4 The Owner acknowledges and agrees that all plans submitted for model home permits for any building within this 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.
- 2.5 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of Control Architect for the plan of subdivision.
- 2.6 The Owner shall submit townhouse siting applications where applicable as defined in Section 4(j) of the City's Site Plan Control By-Law 262-94, as amended, to the satisfaction of the City's Director of Planning and Urban Design, or designate.
- 2.7 The Owner shall submit an Urban Design Brief as per the City's Terms of Reference with sections that address the development specific criteria through Site Plan application for high density block '292'.
- 2.8 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to revise the Draft Plan of Subdivision through a redline revision to relocate the five (5) units (lots 183 to 187) from the northwest corner of Block B Park to the south of Block C Park, immediately north of Block E SWM and merging the residual space behind the relocated lots with the BLOCK E SWM block to the satisfaction of the Director of Planning and Urban Design. The total area of parkland shall be maintained.
- 2.9 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to revise the Draft Plan of Subdivision through a redline revision to reduce lots 1 to 16 to a maximum lot depth to 52.6 m for the purpose of increasing the buffer to adjacent Natural Heritage Systems.

### 3. Parks and Open Space

- 3.1 The Owner shall agree in the Subdivision Agreement to post approved copies of the Compensation and Enhancement Plan, the Landscape Plans for all Open Space blocks, and the Conceptual Park Development Master Plans in all sales offices for dwelling units within this Draft Plan of Subdivision.
- 3.2 The Owner agrees to rough grade, supply and install 300 mm topsoil (soil reports to be completed and approved by the City prior to topsoil installation), seed (with a City approved seed mix) and maintain, free of stock piles, debris, all park blocks within the subdivision to the satisfaction of the Director of Planning and Urban Design. The park blocks shall be maintained by the Owner until such time as the parks have been formally assumed by the City.
- 3.3 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to submit grading, electrical servicing, sanitary servicing, storm servicing and water

servicing plans by a qualified person(s) for Block A Park, Block B Park, and Block C Park, to the satisfaction of the Director of Planning and Urban Design.

- 3.4 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to provide a geotechnical borehole report by a qualified person on all park blocks, verifying the quality of the topsoil and subsoils to the satisfaction of the Director of Planning and Urban Design.
- 3.5 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to revise the Draft Plan of Subdivision through a redline revision to relocate the five (5) units (lots 183 to 187) from the northwest corner of Block B Park to the south of Block C Park, immediately north of Block E SWM to the satisfaction of the Director of Planning and Urban Design. The total area of parkland shall be maintained.
- 3.6 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to revise the Draft Plan of Subdivision through a redline revision to reduce lots 1 to 16 to a maximum lot depth to 52.6 m for the purpose of increasing the buffer to adjacent Natural Heritage Systems.

#### 4. Landscape Works (Streetscape Works)

- 4.1 Prior to execution of the Subdivision Agreement, the Owner shall submit landscape plans based on the approved design plans for all landscape/streetscape works, to the satisfaction of the Director of Planning and Urban Design, as follows:
  - a) Street tree planting in accordance with the City of Markham Streetscape Manual, dated June 2009;
  - b) Provide 1.8 m high privacy wood screen fencing as required;
  - c) Provide noise attenuation fencing as required;
  - d) Provide 1.5 m high galvanized steel chain link fence on the property line installed prior to occupancy for all lots backing or flanking onto an Open Space Block, Greenway, Park Block, School Block or SWM Block, as determined appropriate by the Director Planning and Urban Design;
  - e) Provide landscaping for all open space, stormwater and walkway blocks;
  - f) A trail network;
  - g) Restoration works identified in the Natural Heritage Restoration Plan; and,
  - h) Any other landscaping as determined by the Architectural Control Guidelines, Environmental Master Drainage Plan, and the Tree Inventory and Compensation Schedule.

- 4.2 The Owner shall covenant and agree in the Subdivision Agreement to provide a 300 mm depth of Topsoil in the entire municipal boulevard including a continuous planting trench to appropriately plant boulevard trees and provide submit a soil report demonstrating compliance with the City's Streetscape Manual to the satisfaction of the City's Director of Planning and Urban Design.
- 4.3 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.
- 4.4 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 4.1.
- 4.5 The Owner shall include in all agreements of purchase and sale the following clause:
- "Purchasers are advised that as a condition of approval of the subdivision within which this lot is located, the City of Markham has required the developer to undertake and bear the cost of the following items:
- a) Street trees (trees planted in the city boulevard or in adjacent public lands or private lots to meet 4.1a)
  - b) Corner lot fencing
  - c) Rear lot line fencing at lanes (if specifically required by the city)
  - d) Tree planting in rear yards adjoining the lanes (if specifically required by the City)
  - e) Noise attenuation fencing as identified in the noise impact study
  - f) Fencing of school, park, walkway and storm water management pond blocks
  - g) Buffer planting for open space, walkway and storm water management pond blocks and single loaded street allowances
  - h) Subdivision entry features and decorative fencing as identified on landscape plans approved by the City.

The Owner has borne the cost of these items and the home purchaser is not required to reimburse this expense."

## 5. Tree Inventory and Tree Preservation Plans

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

- 5.3 The Owner shall obtain written approval from the Director of Planning and Urban Design prior to the removal of any trees or destruction or injury to any part of a tree within the area of the Draft Plan.
- 5.3 The Owner shall submit for approval, as part of the Tree Inventory and Tree Preservation plan, in accordance with the City of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
- a) Trees between 20 cm and 40 cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
  - b) All trees over 40 cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)
  - c) Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites
  - d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

6. Financial

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

7. Parkland Dedication

- 7.1 The Owner and the City acknowledge and agree that parkland dedication within this Draft Plan of Subdivision is required at a rate as specified in Section 51.1 of the *Planning Act*, as amended. The Owner and the City acknowledge and agree that parkland provided in this Draft Plan of Subdivision satisfy parkland dedication requirements calculated in total as of the date of Draft Plan of Subdivision approval.
- 7.2 As per the City of Markham Council Resolution dated February 9, 2021, item 8.3.2, the Owner covenant and agrees that the parkland dedication requirement includes an additional four (4) acres of parkland above and beyond the parkland dedication required under the Planning Act be provided for a serviced park, and that the Owner agrees to provide up to 50 percent or \$1 million, whichever is greater, of the capital cost for construction of the park.
- 7.3 The Owner covenant and agrees that the parkland dedication requirement is 3.73 ha, based on the Interim Parkland Strategy.
- 7.4 The Owner acknowledges and agrees that the parkland dedication within this Draft Plan of Subdivision shall be a minimum of 3.73 ha, and that this satisfies the parkland dedication

requirements for a total of up to but not exceeding the approved Draft Plan of Subdivision unit count, which includes 100 affordable apartment units, 323 apartment units, and 459 low-rise units. The Owner acknowledges and agrees that the City will not financially compensate the Owner for any Park Blocks A, B and C in excess of the required area of parkland dedication. Any under-dedication will be reconciled through cash-in-lieu or an increase in the area of Park Blocks A, B and C.

- 7.5 The Owner acknowledges and agrees that any increase in the number of units in this Draft Plan of Subdivision beyond the approved 882 units may trigger additional parkland dedication requirements, subject to the satisfaction of the City's Director of Planning and Urban Design.
- 7.6 The Owner covenants and agrees to convey Block A Park, Block B Park, and Block C Park to the City, to be redlined based on the condition 2.8, free of all costs and encumbrances to the satisfaction of the Director of Planning and Urban Design, upon registration of the Plan of Subdivision.

## 8. Municipal Services

- 8.1 The Owner shall acknowledge that there are no existing City's municipal services (sanitary, storm and water) available to service this Plan of Subdivision. The Owner shall agree in the Subdivision Agreement to make satisfactory arrangements with the City, the Town of Whitchurch-Stouffville and/or York Region to develop and implement an interim servicing design to accommodate the Plan of Subdivision until such time a permanent gravity sewer and water system are available.
- 8.2 The Owner shall acknowledge and agree that prior to submission of the detailed design engineering drawings, the Owner shall submit a Master Environmental Servicing Plan ("MESP"), prepared by qualified professionals to the City, the Town of Whitchurch-Stouffville, York Region, and the Toronto and Region Conservation Authority ("TRCA") for review and acceptance. The Owner shall further acknowledge and agree that the final and accepted Master Environmental Servicing Plan will include all lands that form the sanitary and storm catchment areas and water distribution catchment areas for the proposed servicing design of the Plan of Subdivision.
- 8.3 Prior to the execution of the Subdivision Agreement, the Owner shall acknowledge and agree to update the "Master Environmental Servicing Plan, Highway 48 Block, City of Markham - Town of Whitchurch-Stouffville", dated November 2021, prepared by C.F. Crozier & Associates Inc., CFCA File No. 1060-5609, if required, and submit such updates to the City, the Town of Whitchurch-Stouffville, York Region, and the TRCA for review and acceptance. The Owner shall further agree to implement all the recommendations of the Master Environmental Servicing Plan, as updated, to the satisfaction of the City.
- 8.4 The Owner shall agree in the Subdivision Agreement to enter into a Municipal Responsibility Agreement with York Region for the proposed interim sewage pumping station and associated forcemain to identify ownership, operation, maintenance, and

financial security requirements. For clarity, the Owner agrees that the sewage pumping station will not be owned or maintained by the City.

- 8.5 The Owner shall acknowledge in the Subdivision Agreement that the Owner or York Region will be named as the Operating Authority on the Environmental Compliance Approval application to the Ministry of Environment, Conservation and Parks (“MECP”) for the proposed sewage pumping station.
- 8.6 The Owner shall demonstrate to the City that the interim pumping station and related sanitary servicing design for the Plan of Subdivision can be converted to a permanent gravity sewer upon its availability and without any additional costs to the City.
- 8.7 The Owner acknowledges and agrees that this Subdivision will be provided with municipal water from the Town of Whitchurch-Stouffville and/or York Region. The Owner agrees that the Master Environmental Servicing Plan shall include an interim and permanent design for the water system that will satisfy City’s requirements for water supply redundancy, capacity, phasing, water quality, and fire protection.
- 8.8 The Owner shall acknowledge and agree to include a detailed watermain analysis report in the MESP to demonstrate that there is sufficient water flow and pressure to service this Plan of Subdivision. The report is to also clearly indicate that the quality of water provided by the Town of Whitchurch-Stouffville and/or York Region for this Plan of Subdivision meets the City’s drinking water requirements.
- 8.9 The Owner shall make satisfactory arrangements with York Region to ensure that municipal water supplied to this Plan of Subdivision is delivered by York Region. For clarity, the City will not agree to purchase water from the Town of Whitchurch-Stouffville or agree to the residents being invoiced by the Town of Whitchurch-Stouffville for their use of municipal water.
- 8.10 The Owner shall demonstrate to the City that the interim water servicing system for this Plan of Subdivision can be converted to a permanent water supply from Pressure District 7 upon its availability and without any additional costs to the City.
- 8.11 The Owner shall agree in the Subdivision Agreement to make financial contribution towards the costs of implementing the permanent gravity sewer and water system. The amount of the financial contribution shall be reviewed and agreed to by the City, the Town of Whitchurch-Stouffville and York Region.
- 8.12 The Owner shall acknowledge and agree in the Subdivision Agreement that all the municipal stormwater management ponds required to manage stormwater for this Plan of Subdivision will be open stormwater management ponds. The Owner agrees to revise the Draft Plan of Subdivision to ensure that the stormwater management blocks identified on it are of sufficient size to accommodate open stormwater management ponds prior to the registration of the Plan of Subdivision.



- 8.13 The Owner shall agree to design and construct the stormwater management ponds in accordance with the City's Design Criteria and Standards, and Stormwater Management Guidelines, the MECP, and the TRCA requirements and Guidelines.
- 8.14 Prior to execution of a Subdivision Agreement for any phase of the Draft Plan of Subdivision, the Owner shall submit a detailed Stormwater Management Report, prepared by a qualified engineer satisfactory to the City, detailing the provision of water quality and quantity management, hydraulic grade lines, overland flow routes, and erosion and siltation controls for review and acceptance by the City, and the TRCA.
- 8.15 The Owner shall agree in the Subdivision Agreement to revise and/or update the accepted Functional Servicing Report, if directed by the City in the event that the Director of Engineering determines that field conditions are not suitable for implementation of the servicing and/or stormwater management strategy recommended in the previously accepted Report.
- 8.16 The Owner shall agree in the Subdivision Agreement not to apply for any Building Permits until the City is satisfied that adequate road access, municipal water supply, sanitary and storm sewers, and storm drainage facilities are available to service the Plan of Subdivision.

9. Lands to be Conveyed to the City/ Easements

- 9.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the Plan of Subdivision. The owner shall also provide for any easements and works external to the Draft Plan of Subdivision necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.
- 9.2 The Owner shall convey all required blocks to the City, free of all costs and encumbrances, to the satisfaction of the City, upon registration of the Plan of Subdivision.

10. Utilities

- 10.1 The Owner shall agree in the Subdivision Agreement that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City and authorized agencies.
- 10.2 The Owner shall agree in the Subdivision Agreement to enter into any agreement(s) required by any applicable utility companies, including Alectra, Enbridge, telecommunications companies, etc.
- 10.3 The Owner shall agree in the Subdivision Agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way

they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.

- 10.4 The Owner shall agree in the Subdivision Agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 10.5 The Owner shall agree in the Subdivision Agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 10.6 The Owner shall acknowledge and agree in the Subdivision Agreement that standard community mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. The Owner agrees that should it propose an enhanced community mailbox installation, any costs over and above the standard installation must be borne by the Owner, and be subject to approval by the City in consultation with Canada Post.
- 10.7 The Owner shall agree in the Subdivision Agreement that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the Plan of Subdivision as and when each dwelling unit is constructed.

## 11. Roads

- 11.1 The public road allowances within the Draft Plan of Subdivision shall be dedicated to the City as a public highway, free of all costs and physical or title encumbrances, to the satisfaction of the City's Director of Engineering and City Solicitor, upon registration of the Draft Plan.
- 11.2 The Owner acknowledges and agrees to design and construct all municipal roads in accordance with the City standards and specifications, to the satisfaction of the Director of Engineering.
- 11.3 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to submit and update the transportation impact study, MESP, and functional traffic design study to the satisfaction of the Director of Engineering. The Owner further agrees to revise the Draft Plan of Subdivision as necessary to incorporate the design and

recommendations of the accepted Traffic Impact Study, MESP, and Functional Traffic Design Study.

- 11.4 The Owner shall covenant and agree in the Subdivision Agreement to provide temporary turning circles and the necessary easements, at their cost, to the satisfaction of the Director of Engineering. The Owner shall also covenant and agree in the Subdivision Agreement to remove the temporary turning circle and easement to their normal condition at their cost when required by the City, to the satisfaction of the Director of Engineering. The design of the temporary turning circle, and any implications on surrounding land use, including a posting of a separate Letter of Credit for their removal, shall be addressed in the Subdivision Agreement to the satisfaction of the Director of Engineering.
- 11.5 Prior to the release of the Plan of Subdivision for registration, the Owner acknowledges and agrees to convey the following lands to the City for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Director of Engineering and City Solicitor:
- a) A widening across the full frontage of the site where it abuts 19<sup>th</sup> Avenue of sufficient width to provide a minimum of 20.5 m from the centerline of construction of 19<sup>th</sup> Avenue and any lands required for additional turn lanes at the public road intersections; and
  - b) A 15 m by 15 m daylight triangle/trapezoid at all public road intersections on 19<sup>th</sup> Avenue along the site frontage.
- 11.6 The Owner shall covenant and agree in the Subdivision Agreement to design and construct any proposed new intersections along McCowan Road, including the associated traffic signals and additional turn lanes (if required), at no cost to the City, to the satisfaction of York Region and the City's Director of Engineering.
- 11.7 The Owner shall covenant and agree in the Subdivision Agreement to design and construct the proposed new intersections along 19<sup>th</sup> Avenue, including the associated traffic control signals and additional turn lanes, if required, at no cost to the City, to the satisfaction of the Director of Engineering. Prior to the execution of the Subdivision Agreement, the Owner shall confirm if traffic control signals and additional turn lanes are required or warranted at the 19<sup>th</sup> Avenue / Street F intersection, the 19<sup>th</sup> Avenue / Street H intersection, and the 19<sup>th</sup> Avenue / Street K intersection, to the satisfaction of the Director of Engineering.
- 11.8 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to revise the Draft Plan of Subdivision to illustrate the required right-of-way ("ROW") rounding radius and/or daylighting triangles that conform to the City Engineering Design Standards, to the satisfaction of the Director of Engineering.
- 11.9 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees that as part of the Functional Traffic Design Study update, to review and demonstrate that the spacing between 19<sup>th</sup> Avenue and the driveways of the low density

residential blocks located along Street F and Street H immediately to the north of 19<sup>th</sup> Avenue are operationally feasible, to the satisfaction of the Director of Engineering.

- 11.10 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees that as part of the Transportation Impact Assessment Study update, to confirm the storage and taper length requirement of the turning lanes at the boundary road intersections along McCowan Road and 19<sup>th</sup> Avenue, to the satisfaction of the Director of Engineering and York Region.
- 11.11 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to redesign the following, to the satisfaction of the Director of Engineering:
- a) Realignment of Street A and Street I, such that the associated curb returns and rounding radius/daylight triangle requirements do not encroach onto the adjacent properties;
  - b) Redesign of Street G to satisfy the minimum centerline curve radius requirement in the City Engineering Design Standards; and
  - c) Redesign of Street I to ensure that the intersection angles with Street H are within the range of 70 and 110 degrees.

The Owner further acknowledges and agrees that such revision may affect the immediate lot layout, which may require redline revision to the Draft Plan of Subdivision.

- 11.12 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to revise the right-of-way and cross-section of Street F to include 2 general purpose lanes, on-street parking bay and in-boulevard cycling facility (multiuse pathway) on both sides of Street F, to the satisfaction of the Director of Engineering.
- 11.13 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to design and construct in-boulevard cycling facility (multiuse pathway) on both sides of Street H, to the satisfaction of the City's Director of Engineering.
- 11.14 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to design and construct all cycling facilities and active transportation connections to trails, as recommended in the accepted transportation impact study and accepted functional traffic design study to the satisfaction of the Director of Engineering.
- 11.15 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to design and construct an in-boulevard cycling facility (multiuse pathway) within the north boulevard of 19<sup>th</sup> Avenue from Street H to Block D.
- 11.16 Prior to the execution of the Subdivision Agreement, the Owner acknowledges and agrees to review the opportunity to provide active transportation access to the proposed trail system via Block N, to the satisfaction of the Director of Engineering.

- 11.17 Prior to the execution of the Subdivision Agreement, the owner acknowledges and agrees to submit a Traffic Demand Management (“TDM”) program to the satisfaction of the Director of Engineering.
- 11.18 Prior to the execution of the Subdivision Agreement, the owner acknowledges and agrees that provision shall be made in the Subdivision Agreement for a letter of credit, into an amount to be determined by the City, to ensure compliance with TDM requirements.

12. Development Charges

- 12.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the Plan of Subdivision at the time the lands are transferred to the first purchasers.
- 12.2 The Owner shall pay all fees and development charges as set out in the Subdivision Agreement.

13. Environmental Clearance

- 13.1 The Owner shall agree in the Subdivision Agreement to retain a “Qualified Person” to prepare all necessary Environmental Site Assessments (“ESA”) and file Record(s) of Site Condition (“RSC”) with the Provincial Environmental Site Registry for all lands to be conveyed to the City. The “Qualified Person” shall be defined as the person who meets the qualifications prescribed by the *Environmental Protection Act* and O. Reg. 153/04, as amended. The lands to be conveyed to the City shall be defined as any land or easement to be conveyed to the City, in accordance with the City’s Environmental Policy and Procedures for Conveyance of Land to the City Pursuant to the *Planning Act*.
- 13.2 Prior to the earlier of any construction, the execution of a Pre-servicing Agreement or Subdivision Agreement, the Owner agrees to submit Environmental Site Assessment (“ESA”) report(s) prepared by a Qualified Person, in accordance with the *Environmental Protection Act* and its regulations and all applicable standards, for all lands to be conveyed to the City for peer review and concurrence.
- 13.3 Prior to the earlier of any construction, the execution of a Pre-Servicing Agreement or Subdivision Agreement of a phase within the Draft Plan of Subdivision, the Owner agrees to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the City. The Environmental Clearance and Reliance Letter will be completed in accordance with the City’s standard and will be signed by the Qualified Person and a person authorized to bind the Owner’s company. The City will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.

- 13.4 The Owner agrees that if, during construction of the Plan of Subdivision, contaminated soils or materials or groundwater are discovered, the Owner shall inform the City immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the *Environmental Protection Act* and its regulations, to the satisfaction of the City and the MECP.
- 13.5 The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands comprising the Draft Plan of Subdivision. The Owner shall further agree in the Subdivision Agreement to indemnify and save harmless the City, its directors, officers, Mayor, councilors, employees and agents from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the City of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the Draft Plan of Subdivision, including any work undertaken by or on behalf of the City in respect of the lands comprising the Draft Plan of Subdivision and the execution of this Agreement.
- 13.6 Prior to the conveyance lands to the City, the Owner shall agree to provide to the City, a Letter of Acknowledgement of the RSC from the MECP for the lands to be conveyed to the City.
- 13.7 The Owner shall covenant and agree in the Subdivision Agreement to include in the Building Permit application all mitigation recommendation from the geotechnical consultant to waterproof basements that are below the ground water, to the satisfaction of the Chief Building Official on a lot specific basis. The Owner shall further covenant and agree that the acceptance of these measures will be subject to approval from the Chief Building Official.

14. Heritage

- 14.1 Prior to final approval of the Draft Plan of Subdivision or any phase thereof, the Owner shall carry out a Cultural Heritage Resource Assessment for the lands within the Draft Plan to ensure the assessment and identification of appropriate treatment of 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 Tourism, Culture and Sport. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the Draft Plan prior to the issuance of a letter from the Ministry of Tourism, Culture and Sport to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 14.2 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 Tourism, Culture and Sport.

- 14.3 The Owner covenants and agrees to retain the Heritage Building (Stone Farmhouse), municipally known as 5474 19<sup>th</sup> Avenue on Greenbelt Heritage Site block.
- 14.4 The Owner covenants and agrees to submit a plan to illustrate the layout of the existing buildings on the Heritage Block to better assess their relationship with the new development;
- 14.5 The Owner covenants and agrees to protect and conserve the Heritage Building through the following means:
- a) To keep the Heritage Building occupied for as long as possible prior to commencement of site/construction work to prevent vandalism and deterioration;
  - b) To maintain the Heritage Building in good and sound conditions at all times prior to and during the development of the property;
  - c) Once the Heritage Building is unoccupied, to undertake the following to prevent vandalism and deterioration:
    - i) secure and protect the building from damage through the requirements outlined in the City of Markham's Property Standards By-law (Part III – Heritage Buildings), and the Keep Markham Beautiful (Maintenance) By-law including Section 8 – Vacant Heritage Property;
    - ii) erect a "No-trespassing" sign in a visible location on the property indicating that the Heritage Building is to be preserved onsite and should not be vandalized and/or scavenged; and
    - iii) install a 8 ft high fence around the perimeter of the house to protect the dwelling until the completion of construction in the vicinity or the commencement of long-term occupancy of the dwelling as confirmed by City (Heritage Section) staff.
- 14.6 Prior to final approval of the plan of subdivision or any phase thereof, the Owner is to implement the following measures to protect the Heritage Building:
- a) The Owner is to provide at its expense a legal survey of the Heritage Building to facilitate the registration of the designation by-law and Heritage Easement Agreement on the created/proposed lot(s).
  - b) The Owner is to enter into a Heritage Easement Agreement for the Heritage Building with the City.
  - c) The Owner is to permit the designation of the property under Part IV of the *Ontario Heritage Act*.
  - d) The Owner is to provide a Letter of Credit for the Heritage Building to ensure the preservation of the existing building within its lot (total \$250,000). The letter of credit shall be retained for use by the City and shall not be released until the following has been addressed:

- i) construction and grading on the subject lands and adjacent lots, and roads have been completed to the satisfaction of the City (Commissioner of Development Services),
    - ii) the building has been connected to municipal services,
    - iii) the exterior restoration of the Heritage Building is complete,
    - iv) the buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
    - v) all other heritage requirements of the Subdivision Agreement have been completed;
  - e) The Owner is to enter into a Site Plan Agreement with the City for the Heritage Building, containing details on the site plan such as driveway, grading, connections to municipal services, trees to be preserved and detailed elevations outlining the proposed restoration plan, any additions and alterations, and any proposed garage.
- 14.7 The owner shall covenant and agree in the Subdivision Agreement to preserve the Heritage Building through the following means:
- a) to provide and implement a traditional restoration plan for the Heritage Building, prepared by a qualified architect with demonstrated experience in heritage restoration projects, that would be reviewed and approved by the City (Heritage Section). The restoration plan is to be included in a site plan agreement for the property and the work secured through a \$250,000 Letter of Credit as mentioned in clause 14.6 (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 architectural design and elevations of dwellings proposed for adjacent lots is compatible with the restored heritage dwelling;
  - d) to ensure that the final proposed grading on the lots adjacent to Heritage Building is consistent with the existing historic grading of the Heritage Building lot;
  - e) To ensure that the historic front of the Heritage Building retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing.
- 14.8 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 Building(s) will be marketed to prospective purchasers;
- 14.9 The Owner shall covenant and agree in the Subdivision Agreement to provide notice and commemoration of the Heritage Building through the following means:
- a) to provide and install at its cost, an interpretative baked enamel plaque for the Heritage Building, in a publicly visible location on the property. The plaque is to be



designed according to the specifications of the "Markham Remembered" program, and outline the history of the 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 each Offer of Purchase and Sale for the 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.”

- 14.10 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 14.1 to 14.9, inclusive, have been satisfied.

15. Well Monitoring Program and Mitigation Plan

- 15.1 Prior to any site alteration activities, the Owner shall check if there are any active wells within 500 m of the Zone of Influence (ZOI). If any active wells are found within the ZOI, the Owner shall prepare and implement a Well Monitoring Program and Mitigation Plan, in accordance with the City’s requirements to the satisfaction of the Director of Engineering.

16. Other City Requirements

- 16.1 The Owner acknowledges and agrees that firebreak lots within the Draft Plan shall be designated in the Subdivision Agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the Subdivision Agreement stage to ensure compliance with this condition.
- 16.2 The Owner shall acknowledge and agree in the Subdivision Agreement that building permits will not be issued for lands in any stage of development within the Draft Plan of Subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and two remote accesses for firefighting equipment is available.
- 16.3 The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval of the Fire Chief or designate.
- 16.4 The Owner shall covenant and agree in the Subdivision Agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
  - a) the City’s parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage, unless the Owner has obtained formal approval from the City to reduce the parking by-law requirements to an acceptable parking rate;

- 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.

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

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

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

- 16.6 The Owner covenants and agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per residence so that each purchaser may participate in the City's waste diversion program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials are deposited in each home on or before the date of closing.
- 16.7 The Owner covenants and agrees to contact the City at least four (4) weeks prior to unit occupancy to arrange an appointment time in which the recycling containers, green bins, kitchen collectors and educational materials are to be collected by the Owner.
- 16.8 The Owner covenants and agrees to pay to the City the cost for recycling containers, green bins and kitchen collectors and to provide said recycling containers, green bins and kitchen collectors to purchasers at the same cost as paid to the City.
- 16.9 The Owner covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the City's engineering design standards. The Owner agrees that at times when the above defined access cannot be provided, the Owner shall be responsible for moving all residential waste, recyclables and organics from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the City.

- 16.10 The Owner covenants and agrees to provide written confirmation from the York Region District School Board (the “School Board”) if occupancy of the proposed development occurs prior to the School Board securing school sites within the Highway 48 Study Area that appropriate arrangements have been made for the placement of students.

17. York Region

*The following pre-condition is applicable in the event that the Draft Plan Approval is given prior to Council approval of adequate servicing allocation to the subject development and are to be satisfied prior to or concurrent with Draft Plan Approval:*

- 17.1 Prior to Draft Plan Approval, the Owner shall enter into an Indemnity Agreement with York Region, which Agreement shall be registered on title, agreeing to save harmless York Region from any claim or action as a result of York Region granting draft approval of Plan of Subdivision PLAN 22 114368 / SUBP.22.M.0015, or any phase thereof, including, but not limited to claims or actions resulting from, water or sanitary sewer service not being available when anticipated. The Agreement shall include a provision that requires all subsequent purchasers of the subject lands, who are not end-users, to enter into a separate agreement with York Region as a condition of the Agreement of purchase and sale, agreeing to indemnify York Region on the same terms and conditions as the owner.

(\*) the term 'end users' for the purpose of the above noted pre-conditions is defined as the eventual homeowner who is purchasing an individual lot containing a dwelling for the purpose of occupancy.

*Clauses to be Included in the Subdivision Agreement*

- 17.2 The Owner shall save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 17.3 The Owner shall acknowledge in the Subdivision Agreement that York Region makes no commitment to advance or fund the construction of any Regional infrastructure to service the subject development. York Region’s water and wastewater servicing plans for the North Markham area at the time of issuing these conditions are as per the 2022 Water and Wastewater Master Plan and Capital Plan.
- 17.4 The Owner shall agree that the water and wastewater infrastructure required to service the subject Plan of Subdivision, or any phase thereof will not incur any cost to York Region.
- 17.5 The Owner shall agree, in wording satisfactory to York Region, that any infrastructure required to service the subdivision or any related or subsequent development application(s) under the *Planning Act* will not incur cost to York Region for any part associated with this approval.

- 17.6 The Owner shall agree, in wording satisfactory to Development Engineering, to implement all recommendations provided in the updated Transportation Study, including the TDM measures, the satisfaction of York Region.
- 17.7 The Owner shall agree, in wording satisfactory to Development Engineering, that Site Plan Application approval from York Region is required to be in place before the commencement of any site alteration or construction works for Block 276 development abutting McCowan Road.
- 17.8 The Owner shall agree to reserve unobstructed locations for the future construction of passenger standing areas/shelter pads identified below:
- On Street: 19<sup>th</sup> Avenue  
At Street: Street 'T'  
Location: NE corner  
Standard Specifications: YRT 1:03
  - On Street: 19<sup>th</sup> Avenue  
At Street: Street 'O'  
Location: NE corner  
Standard Specifications: YRT 1:03
  - On Street: 19<sup>th</sup> Avenue  
At Street: Street 'A'  
Location: NE corner  
Standard Specifications: YRT 1:03
  - On Street: McCowan Road  
At Street: Street 'B'  
Location: SE corner  
Standard Specifications: YRT 1:03
- 17.9 The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services in this development. The Owner/consultant is to contact YRT Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
- 17.10 The Owner shall agree where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region ROW 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 York Region.
- 17.11 The Owner shall agree, in wording satisfactory to Development Engineering, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.

- 17.12 The Owner shall agree, in wording satisfactory to Development Engineering, 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 MECP guidelines and the York Region Noise Policy.
- 17.13 The following warning clause shall be included in a registered portion of the Subdivision Agreement with respect to the lots or blocks affected:

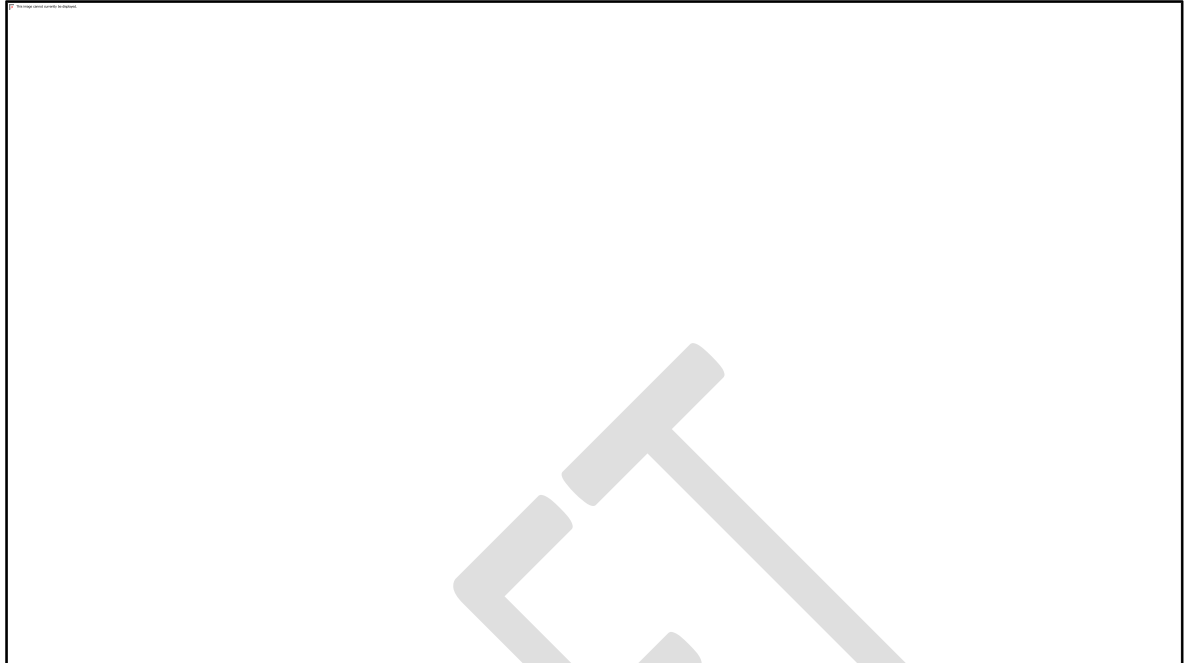
*"PURCHASERS ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE ATTENUATION FEATURES WITHIN THE DEVELOPMENT AREA AND WITHIN THE INDIVIDUAL BUILDING UNITS, NOISE LEVELS WILL CONTINUE TO INCREASE, OCCASIONALLY INTERFERING WITH SOME ACTIVITIES OF THE BUILDING'S OCCUPANTS".*

- 17.14 The Owner shall agree, in the wording satisfactory to Development Engineering, that the Owner will be responsible for determining the location of all utility plants within York Region ROW 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*

- 17.15 The road allowances included within the Draft Plan of Subdivision shall be named, to the satisfaction of the City of Markham and York Region.
- 17.16 The Owner shall provide a MESP for approval, to the satisfaction of the Region.
- 17.17 The Owner shall demonstrate that the water and wastewater infrastructure improvements identified in the approved MESP for the Hwy 48 Block are provided to the satisfaction of York Region.
- 17.18 In the event that the water and/or wastewater services are being provided through Town of Whitchurch-Stouffville owned infrastructure, the Owner shall confirm to York Region that the City has entered into an Intermunicipal Servicing Agreement with the Town of Whitchurch-Stouffville.
- 17.19 The Functional Servicing Report shall be updated to conform to the water and wastewater servicing strategy in the approved MESP for the Hwy 48 Block and submitted to York Region for review to their satisfaction.

- 17.20 The Owner acknowledges and agrees that the final engineering design(s), and/or the approved MESP, or otherwise, may require the Owner to submit for approval any red-line revisions deemed necessary to the satisfaction of York Region.
- 17.21 The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City:
- a) A copy of the Council resolution confirming that the City has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this Draft Plan of Subdivision, or any phase thereof.
  - b) A copy of an email confirmation by City staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
- 17.22 The Owner shall provide a detailed phasing plan (including population and infrastructure) for the full buildout of the subdivision and any associated future applications, to the satisfaction of York Region prior to final approval.
- 17.23 The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services division and the Infrastructure Asset Management Branch for record.
- 17.24 The Owner shall demonstrate that the infrastructure improvements identified in the approved MESP, Transportation Study, and Transportation Mobility Plan have been provided to the satisfaction of York Region.
- 17.25 The Owner shall demonstrate that the Draft Plan of Subdivision will implement, and is prepared in accordance with, the collector road network identified in the Highway 48 and Stouffville Road Framework, to the satisfaction of York Region.



- 17.26 The Owner shall provide an updated Transportation Study that addresses comments provided, to satisfaction of York Region.
- 17.27 The Owner shall submit engineering plans for York Region's approval that identify on the plan the transit requirements.
- 17.28 The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required road improvements for this Plan of Subdivision. The report/plan, submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 17.29 Prior to final approval and concurrent with the submission of the MECP to the area municipality, the Owner shall provide a set of engineering drawings and reports, 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 ROW at 20 m interval where the site is abutting;
  - c) Grading and Servicing Plans;
  - d) Intersection/Road Improvements, including the recommendations of the Transportation 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;
- o) Stormwater Management Report;
- p) Water supply and distribution report and model; and,
- q) Transportation Study.

- 17.30 The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region ROW. 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.
- 17.31 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.
- 17.32 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.
- 17.33 The Owner shall demonstrate, to the satisfaction of Development Engineering, that elevations along the streetline shall be 0.2 m above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
- 17.34 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.
- 17.35 The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of-Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
- 17.36 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.



17.37 Where noise attenuation features will abut a York Region ROW, 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 ROW;
- b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 m reserve and may be a maximum 2.5 m in height, subject to the area municipality's concurrence; and,
- c) That maintenance of the noise barriers and fences bordering on York Region ROW shall not be the responsibility of York Region.

17.38 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 York 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 York 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 York 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 York Region and in general accordance with the requirements of O. Reg. 153/04. York 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 York 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 York Region in York Region's standard format and/or contain terms and conditions satisfactory to the York Region.

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

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

- 17.39 Upon registration of the Plan of Subdivision, 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 basic 36 m ROW for this section of McCowan Road. All property lines shall be referenced from a point 18.0 m from the centerline of construction on McCowan Road and any lands required for additional turn lanes at the intersections;
  - b) a widening across the full frontage of the site where it abuts McCowan Road of sufficient width to provide a minimum of 18 m from the centreline of construction of McCowan Road and any lands required for additional turn lanes at the intersections;
  - c) a 15 m by 15 m daylight triangle at the Street B and McCowan Road intersection; and,
  - d) a 0.3 m reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts McCowan Road and adjacent to the above noted widening(s).
- 17.40 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.
- 17.41 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 ROW, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to York Region.
- 17.42 The Owner or the Owner's authorized representative shall submit a Statutory Declaration that no contaminant, 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, on, in or under lands to be conveyed to the Region (including soils, substrata, surface water and groundwater, as applicable): (i) at the time of conveyance, at a level or concentration that exceeds the *Environmental Protection Act* O. Reg. 153/04 (as amended) full depth generic site condition standards applicable to the intended use of such lands by York Region or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or state, or is emanating or migrating from such lands in a way, that would contravene applicable environmental laws.
- 17.43 The Owner shall provide an executed copy of the Subdivision Agreement with the local municipality to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.

17.44 For any applications (Site Plan or Zoning By-Law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.

17.45 The Regional Corporate Services Department shall advise that Conditions 17.1 to 17.44, inclusive, have been satisfied.

18. Ministry of Natural Resources (“MNR”)

18.1 The Owner covenants and agrees to comply with the requirements of the *Endangered Species Act, 2007*, S.O. 2007, c.6. (the “ESA”) and the *Species at Risk Act*, S.C. 2002, c.29. (the “SARA”), with respect to any species identified in accordance with the ESA and SARA. The Owner acknowledges and agrees that, notwithstanding the Subdivision Agreement and any approvals made or given by the City in respect of the Subdivision, the onus is on the Owner to comply with the provisions of the ESA and SARA. The Owner covenants and agrees to indemnify and save harmless the City, its directors, officers, Mayor, Councillors, employees and agents from any and all actions, causes of action, suits, claims, demands, losses, penalties, fines, expenses and damages whatsoever that may arise either directly or indirectly from the approval and registration of the Subdivision and the Assumption of Subdivision, the construction and use of the Works of anything done or neglected to be done in connection with the ESA and the SARA.

19. Services within a Regional Road

19.1 The Owner shall acknowledge that the proposed sanitary sewer and watermain on 19<sup>th</sup> Avenue is subject to the approval of the Region of York (the “Region Works”). Prior to execution of the Pre-Servicing Agreement or Subdivision Agreement, whichever is earlier, the Owner shall obtain approval from York Region for works within York Region’s ROW. In the event York Region does not permit the installation of the Region Works within 19<sup>th</sup> Avenue ROW, the Owner shall revise the Draft Plan of Subdivision, if required, to provide alternate locations for the Region Works including providing servicing blocks, if required, to the City, to the satisfaction of the Director of Engineering.

20. Natural Heritage

20.1 That prior to final approval of the Draft Plan, the Owner agrees to provide an updated Environmental Impact Study to document all proposed encroachments and development in the natural heritage system, and to provide satisfactory mitigation or compensation for these impacts to the satisfaction of the Director of Planning and Urban Design. The Owner

acknowledges that red-line revisions to the Draft Plan of Subdivision may be necessary to demonstrate no negative impacts and no overall net loss of area to the Greenway System.

- 20.2 That prior to final approval of the Draft Plan, the Owner agrees to revise the boundaries of Block H so that all lands zoned Open Space in the Minister's Zoning Order are removed from the block.
- 20.3 The Owner covenants and agrees to convey Open Space Blocks I, J, K and L, Landscape Buffer Block M, and Greenbelt Blocks GB1 and GB2 to the City of Markham in a physical condition to the satisfaction of the Director of Planning and Urban Design.
- 20.4 The Owner covenants and agrees to implement the recommendations of the Environmental Impact Study, prepared by SLR Consulting Ltd, dated August 2022.
- 20.5 That prior to final approval of the draft plan, the Owner agrees to prepare and implement a Natural Heritage Restoration Plan for all Open Space and Greenbelt lands. The Natural Heritage Restoration Plan shall include detailed landscape plans prepared to the satisfaction of the Director of Planning and Urban Design to address:
  - a) Stabilization and restoration of any exposed soils with topsoil and a native meadow seed mix;
  - b) Establishment of native woodland ecosystems within the Open Space and Greenbelt lands;
  - c) Fencing and dense vegetated plantings where the Greenway System abuts residential lands;
  - d) Removal of any garbage or man-made debris within the Open Space and Greenbelt lands; and,
  - e) A trail network through the natural heritage system including the identification of any necessary mitigation measures to ensure no negative impacts to natural heritage features.
- 20.6 The Owner covenants and agrees to provide a Letter of Credit in the Subdivision Agreement to secure the works identified in the Natural Heritage Restoration Plan.
- 20.7 The Owner covenants and agrees to include warning clauses in all agreements of purchase and sale for any lot abutting an Open Space, SWM Pond or Greenbelt Block providing notice that:
  - a) "Lands adjacent to this property have been conveyed to the City of Markham for environmental protection and/or stormwater management purposes. These lands will be left in an untouched, naturalized state. Purchasers are advised that building encroachments, dumping of yard waste and removal of grass/vegetation is 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 may be constructed within the natural heritage system which may result in pedestrian traffic and noise."

21. Streetlight Types:

- 21.1 The Owner shall agree in the Subdivision Agreement to contact the City 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. The Toronto and Region Conservation Authority (TRCA)

- 22.1 That this Draft Plan of Subdivision shall be subject to red-line revision(s) in order to satisfy applicable policies, requirements and TRCA's conditions of draft plan approval (see TRCA's letter dated September 1, 2022).
- 22.2 That prior to the Owners entering into any Agreements of Purchase and Sale for any lots or blocks, and prior to the registration of any phase of this Draft Plan of Subdivision, the owners shall resolve matters related to **defining the limits of the Natural System, limits of development, defining and addressing the stormwater management criteria, defining and addressing the water balance criteria (for stormwater and natural features), defining and addressing the hydrogeological conditions/concerns, and evaluating and mitigating any dewatering on natural features and functions** to the satisfaction of the City and the TRCA, and red-line revise the Draft Plan, as necessary. This condition shall be implemented by the Owners entering into a "no sales or marketing agreement" with the City, to the satisfaction of the City Solicitor, by no later than 60 days following approval of the Draft Plan of Subdivision in question, which agreement would prohibit the sale, marketing or other disposition of the lands described in this condition, until such time as the provisions of this condition have been satisfied. Immediately upon the aforementioned matters being resolved to the satisfaction of the City and the TRCA, this condition shall cease to apply, and the City shall immediately do all things necessary to release the subject area to allow the sale of the lots or blocks.
- 22.3 That prior to the initiation of topsoil stripping, grading, installation of servicing or other site alteration, and prior to the registration of any phases of this Draft Plan of Subdivision, the owner shall submit **the following revised reports and plans consistent with the approved MESP and prepared to the satisfaction of TRCA and the City:**
- a) Final Site-Specific Hydrogeological Study and Groundwater Monitoring results to inform / support the Low Impact Development ("LID") proposal to meet stormwater management and water balance requirements (for stormwater management and features);
  - b) Final, Site-Specific Detailed Engineering Report (or reports) and Plans to the satisfaction of TRCA and the City. The submission(s) shall include:
    - i) Confirmation of the natural hazard limits (Regulatory flood erosion hazards) and their required buffers/setbacks (as per the MESP technical work);
    - ii) A description of the storm drainage system (quantity and quality) for the proposed development;

- iii) Appropriate stormwater management techniques which may be required to control minor and major and, if applicable, Regulatory flows; storage volumes provided must meet all requirements and be accommodated for within the development limits, not within the natural system;
  - iv) Appropriate Stormwater Management (SWM) practices to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it relates to the natural system (aquatic and terrestrial), and feature-based water balance requirements;
  - v) Feature-based water balance risk assessment and, if applicable, the associated full feature-based water balance assessment and mitigation measures;
  - vi) LID measures to promote infiltration, reduce run-off and maintain water balance for the plan area to achieve average annual water balance and on-site retention requirements;
  - vii) Detailed plans and calculations for the proposed lot-level, conveyance, and end-of-pipe controls to be implemented on the site;
  - viii) An evaluation that addresses the need for groundwater dewatering during construction, including but not limited to details for its disposal, potential impacts to natural features due to groundwater withdrawal, mitigation, and any permitting requirements;
  - ix) Detailed grading plans for the subject lands;
  - x) Detailed plans illustrating the topsoil stripping and any replacement topsoil, including but not limited to, the locations, staging and methodology, to ensure the soils will be appropriate for use in the final approved LID Strategy;
  - xi) An Erosion and Sediment Control Report and Plans consistent with the Erosion and Sediment Control Guideline for Urban Construction (Greater Golden Horseshoe Area Conservation Authorities, 2007, as amended), that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after topsoil stripping, grading, the installation of infrastructure and construction of any structures. In addition the ESC Report and Plans shall include any temporary feature based water balance measures including water quality treatment necessary to be implemented in the interim until the final LID Strategy is operational. Such ESC Report and Plans must be consistent with the principles outlined in the MESP and site-specific technical studies and will be coordinated with the ESC Plans for subdivisions within the surrounding development context;
  - xii) Detailed plans illustrating the location and description of all outlets and other facilities or works which may require permits from TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended;
- c) Final Site-Specific Environmental Impact Study that includes, but is not limited to, an assessment of natural features and their functions and significance, limits of development, mitigation, restoration, and enhancement measures and any required feature compensation (e.g., any stormwater outfall within features as permitted);

- d) Final Planning Justification Report demonstrating how all proposed uses are permitted in their respective location and meet all applicable policies. This includes demonstrating how the proposed uses (e.g., stormwater management blocks, any community gardens) within the Greenbelt Plan, York Region's Regional Greenlands System, City of Markham's Greenway System, and TRCA's Natural System conform to all applicable policies;
  - e) Final, Consolidated Limits of Development Plans demonstrating that all development lots and blocks (including but not limited to residential and future development, stormwater management, park, roads, etc.) and associated grading have been located outside of the Natural System (natural features, natural hazards, required buffers/Vegetation Protection Zones/setbacks) and other areas (e.g., Greenbelt, Regional Greenlands System, City of Markham Greenway System) unless permitted under policies;
  - f) Detailed Trails Plan demonstrating that trails have been located outside of the natural features and preferably outside of the buffers, but if not possible, on the outermost edge of the buffer on the development side, and demonstrating all required mitigation and restoration measures.
- 22.4 That prior to final approval of the draft plan, the Owner agrees to prepare and implement a restoration plan for all Open Space Blocks, Stormwater Management Blocks and Greenbelt lands to the satisfaction of the TRCA and the City that includes, but is not limited to, the removal of debris and intrusions, implementation of native, self-sustaining plantings, and fencing of natural areas.
- 22.5 That all Open Space Blocks, Landscape Buffer Blocks, and Greenbelt Blocks be gratuitously dedicated to the City.
- 22.6 That prior to any site alteration and prior to the registration of this plan or any phase thereof, the Owner obtain all necessary permits from the TRCA pursuant to the *Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation* (Ontario Regulation 166/06), as may be amended, to the satisfaction of the TRCA.
- 22.7 That, prior to final registration, the owner pays all applicable review fees and clearance fees to the TRCA, in accordance with the TRCA's fee schedule in effect at the time.
- 22.8 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 all approved reports/strategies and details of the reports/plans referenced in TRCA's conditions of Draft Plan Approval (see TRCA's letter dated September 1, 2022);
  - b) to implement erosion, sediment and topsoil management consistent with the erosion and sediment control and topsoil management plans at all times;

- c) to install and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, until the site has been stabilized, in a manner satisfactory to TRCA;
- d) to install / provide any required LID measures proposed as part of the overall stormwater management strategy in the approved SWM plan and feature-based water balance requirements;
- e) to prohibit grading works within all Open Space and Greenbelt Blocks, unless such works are approved by TRCA and the City and are in accordance with all applicable policies;
- f) to obtain all necessary permits from the TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as may be amended, to the satisfaction of the TRCA; and
- g) to comply with the permits approved under Ontario Regulation 166/06, as may be amended, including the approved plans, reports and conditions to the satisfaction of the TRCA.

22.9 That the Owner provides a detailed letter to the TRCA indicating how and when each TRCA Condition of Draft Approval has been addressed.

22.10 That the Owner provide a copy of the fully executed Subdivision Agreement to the TRCA, when available, in order to expedite the clearance of conditions of draft plan approval.

23. Town of Whitchurch-Stouffville – reserved

24. External Clearances

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

- a) The Ministry of Tourism, Culture and Sport shall advise that condition 14 has been satisfied.
- b) York Region shall advise that condition 17 has been satisfied.
- c) The Ministry of Natural Resources shall advise that condition 18 has been satisfied.
- d) The TRCA shall advise that condition 22 has been satisfied.
- e) Utilities clearances including Enbridge Gas Distribution, Alectra Utilities, Bell Canada and Canada Post.
- f) Town of Whitchurch-Stouffville (if applicable).

Dated:



DRAFT