

## Appendix 'B': Conditions of Draft Plan of Subdivision Approval

### THE CONDITIONS OF THE CITY OF MARKHAM (THE "CITY") TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-20007 (KENNEDY MM MARKHAM LTD.) (THE "OWNER") ARE AS FOLLOWS:

#### 1.0 General

- 1.1 Approval shall relate to a Draft Plan of Subdivision prepared by Gatzios Planning + Development Consultants Inc. identified as Job # 65MA-1609, dated August 14, 2020, last revised March 28, 2022, subject to:
  - Satisfying any outstanding City comments.
  - Redline Revising the Draft Plan of Subdivision to include the lands noted as 'Other Lands Owned by Applicant' as Block on the Plan of Subdivision, to be conveyed to the City free of all costs and encumbrances to the satisfaction of the City.
  - And incorporating any further redlined revisions, if necessary, in order to meet the City's requirements.
- 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 September XX, 2025, unless extended by the City upon application by the Owner.
- 1.3 The Owner acknowledges and understands that prior to final approval of this Draft Plan of Subdivision, an amendment to the City's zoning by-laws to implement the Plan shall have come into effect in accordance with the provisions of the *Planning Act*.
- 1.4 The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City.
- 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, all technical reports, studies, and drawings, including but not limited to the MESP, transportation impact assessment studies, functional traffic studies and 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 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, MESP, traffic studies, functional traffic design study, stormwater management reports, functional servicing reports,

design briefs, detailed design drawings, noise studies, to the satisfaction of the City, and at no cost to the City. The Owner agrees to revise the Draft Plan of Subdivision, as necessary, to incorporate the recommendations to implement or integrate any recommendations from the above studies, and drawings.

- 1.8 The Owner agrees to design and construct all municipal roads and services in accordance with City standards and specifications.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 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 development.
- 1.14 The Owner agrees 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 that are required external to the Draft Plan of Subdivision and that are required to service the proposed subdivision 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 further agrees to pay all costs associated with the construction of the External Works to the satisfaction of the Director of Engineering.

- 1.15 The Owner agrees 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 draft plan 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. 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 registration, the Owner agrees to provide a phasing analysis to confirm the road infrastructure requirements should the subject development proceed in advance of adjacent land developments within Robinson Glen, to the satisfaction of the Director of Engineering.

2.4 The Owner agrees to:

- a) Implement the recommendations of the accepted Transportation Impact Assessment Study, Functional Traffic Design Study and Road Infrastructure Phasing Assessment.
- b) Acquire and convey to the City any lands external to the Draft Plan of Subdivision, as necessary, to complete the road infrastructure requirements as recommended in the accepted Transportation Impact Assessment Study, Functional Traffic Design Study and Road Infrastructure Phasing Assessment.
- c) Enter into an agreement with the City and external landowners to permit construction of roads infrastructure and related 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. This includes, but not limited to, Streets A, B, F, and G.

2.5 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.

2.6 Prior to registration, the Owner acknowledges and agrees that as part of the Transportation Impact Assessment 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 construct pedestrian crossovers, where required, to the

satisfaction of the Director of Engineering. The pedestrian crossovers shall be constructed at the Owner's sole cost.

- 2.7 The Owner acknowledges and agrees that the Region of York will design and construct the multi-use path ("MUP") on the east side of Kennedy Road, adjacent to the Owner's plan of subdivision as part of the widening of Kennedy Road. The Owner agrees to pay thirty-five percent (35%) of the cost to design and construct the MUP 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 Owner further agrees to make the payment to the City upon execution of the Subdivision Agreement.
- 2.8 Prior to registration, the Owner acknowledges and agrees to review the need for traffic control signals at Street A / Street B and to design traffic control signals at this intersection if required, to the satisfaction of the Director of Engineering.
- 2.9 Prior to the registration of any phase of the subdivision, 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.

### **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:
  - a) Prior to the submission of the detailed design engineering drawings, the Owner agrees to:
    - i) 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;
    - ii) 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;
- iii) Submit the flow monitoring report including raw data, in a format acceptable to the City, for review and acceptance; and
  - iv) Obtain all necessary permits from the City's Environmental Services and Operations departments prior to the commencements of the flow monitoring.
- b) 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 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 landowners to service the subject lands will be subject to the approval of the Region of York (the "Region Works") or external landowners. Prior to execution of the pre-servicing agreement or subdivision agreement, whichever is earlier, the Owner shall obtain approval from the Region for works within the Region's right-of-way and external landowners. In the event, the Region or external landowners does not permit the installation of the Region Works or external landowners, the Owner shall revise the draft plan, if required, to provide alternate locations for the Region Works or external landowners including providing servicing blocks, if required to the City, to the satisfaction of the Director of Engineering.

### 3.5 Streetlight Types – Municipal Engineering

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.

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

- 4.1 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.

- 4.2 The Owner shall convey Block 6 to the City, for stormwater management purposes, free of all costs and encumbrances, to the satisfaction of the City and the TRCA, upon registration of the Plan of Subdivision.
- 4.3 The Owner agrees to grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the Plan of Subdivision. The Owner also agrees to provide for any easements and works external to the Draft Plan of Subdivision, including works within Hydro One Lands, necessary to connect watermains and storm and sanitary sewers to existing watermains, stormwater management facilities and sanitary sewers, to the satisfaction of the City. The Owner agrees to construct the lands within the limit of the easement in a manner satisfactory to the Director of Engineering to allow the municipal services within the easement to be properly maintained by the City.

## **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 and authorized agencies.
- 5.2 The Owner shall agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including Powerstream, Enbridge, telecommunications companies, etc.
- 5.3 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.
- 5.4 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.
- 5.5 The Owner shall covenant and agree in the Subdivision Agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 5.6 The Owner acknowledges that standard community mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. The Owner agrees that should it propose an enhanced community mailbox installation, any costs over and above the standard installation must be borne by the Owner, and be subject to approval by the City in consultation with Canada Post.

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

## **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 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 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.
- 6.4 The Owner agrees that if, during construction of a phase within the draft Plan of Subdivision, contaminated soils or materials or groundwater are discovered, the Owner shall inform the City immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the *Environmental Protection Act* and its regulations, to the satisfaction of the City and the Ministry of the Environment, Conservation and Parks (“MECP”).
- 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, Councillors, employees and agents from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the City of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any

work undertaken by or on behalf of the City in respect of the lands comprising the Draft Plan of Subdivision and the execution of this Agreement.

- 6.6 Prior to the conveyance lands to the City, the Owner shall agree to provide to the City, a Letter of Acknowledgement of the Record of Site Condition from the 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 design criteria and stormwater management guidelines.
- 7.2 The Owner acknowledges that the downstream underground stormwater management facility shown as SWM UG Facility-1 in the Functional Servicing Report dated September 2020 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 lands to drain to SWM UG Facility-1.

## **8.0 Development Charge ("DC") Credits**

- 8.1 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 construction and property costs associated with roads identified as Street B (from Street F to Street A at the south limit of subdivision) and, a 400 mm watermain (PD6) on Kennedy Road (from Street F to Street A).
- 8.2 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 2022 Development Charges Background Study. The Owner and the City acknowledge and agree that the cost established in the 2022 Development Background Study for the works totals \$783,248 broken down as follows:
- Street B (from Street F to Street A) - \$440,165
  - 400mm watermain on Kennedy Road (from Street F to Street A) - \$343,083

The Development Charge Credit and/or Reimbursement is subject to Council approval and, may be completed through a DC Credit/Reimbursement Agreement and be consistent with the City's Development Charges Credit and Reimbursement Policy

## **9.0 Natural Heritage**

- 9.1 The Owner covenants and agrees to convey Block 7 (Open Space) to the City 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 September 2021.
- 9.3 That prior to final approval of the Plan of Subdivision, the Owner agrees to prepare a Natural Heritage Restoration Plan for Open Space lands. The Natural Heritage Restoration Plan shall include detailed

landscape plans prepared, to the satisfaction of the Director of Planning and Urban Design, which shall address:

- a) Stabilization and restoration of any exposed soils with topsoil and a native seed mix;
- b) Ecological restoration of the vegetation protection zones and the stormwater management facility;
- c) Fencing and vegetated plantings where the Greenway System abuts residential lands;
- d) Removal of garbage within the Open Space lands

9.4 The Owner covenants and agrees to provide a Letter of Credit in the Subdivision Agreement to secure the ecological restoration work identified in Condition 9.3.

9.5 The Owner covenants and agrees in the subdivision agreement 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.

9.6 The Owner covenants and agrees to include warning clauses in all agreement of purchase and sale for any lot abutting a SWM Facility or Open Space block providing notice that:

“Lands adjacent to this property have been conveyed to the City 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 an Open Space (Block 7) or SWM block (Block 6).

## **10.0 Fire**

10.1 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.

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.

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 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.

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 means of existing street access, and

independent of one another shall be provided into the development. The access points shall be approved by the Fire Services and a letter of credit shall be determined to ensure these access points remain unobstructed at all times, including afterhours, weekends and holidays. It shall be the Owners responsibility to secure the site by other means and a written submission shall be forwarded to the Fire Services for review and approval.

- 10.5 The Owner shall acknowledge and agree in the Subdivision Agreement that townhouse and single detached laneway dwellings with detached garages shall not exceed 90 m.

## **11.0 Waste**

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

## **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 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 Streetscape Manual, a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
- a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1.
  - b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000).
  - c) Where a site does not allow for the 2:1 replacement, the City will require cash in lieu for tree replacement based on valuation of section b).
  - d) 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 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.
- 12.10 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.
- 12.11 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

- 12.12 The Owner covenants and agrees that the parkland dedication requirement is 1.183 ha, calculated at a rate of 1 hectare per 300 units, in accordance with Section 51.1 of the Planning Act and City's Parkland Dedication By-law, and calculated as follows:

(1 hectare / 300 units) x 355 units = 1.183 hectares

12.13 The Owner acknowledges and agrees that the parkland dedication within this Draft Plan of Subdivision shall be a minimum of 1.183 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 of units.

12.14 The Owner covenants and agrees to convey Park Block 5 to the City, free of all costs and encumbrances to the satisfaction of the Director of Planning and Urban Design, upon registration of the phase of the plan of subdivision containing the area surrounding the park block.

<b>Block</b>	<b>Park Type</b>	<b>Area</b>
Block 5	Neighbourhood Park	2.00
<b>Total</b>		<b>2.00 ha</b>

12.15 Conveyance of Park Block 5 will satisfy 2.0 hectares of the parkland dedication for this Draft Plan of Subdivision, representing an over dedication. Prior to registration of final phase of the Draft Plan of Subdivision, the parkland over-dedication (0.817 ha) will be reconciled through one of the approaches listed below. The City reserves the right to require any one of these approaches or a combination thereof, at the discretion of the City's Director of Planning and Urban Design:

- a) A Master Parkland Agreement entered into between the Robinson Glen land owner group and the City;
- b) Compensation to the Owner for the over dedication.

12.16 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

12.17 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:

- a) For all public streets, streetscape plan and street tree planting in accordance with the City Streetscape Manual dated June 2009;
- b) A specialized depth of topsoil (200mm) in the entire municipal boulevard to appropriately plant boulevard trees in accordance with the City Streetscape Manual dated June 2009;
- c) Privacy wood screen corner lot fencing for all corner lots, as required;
- d) Noise attenuation fencing as required;
- e) 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;
- f) Landscaping for all open space, stormwater and walkway blocks;
- g) A trail network plan;

- h) Restoration works identified in the Natural Heritage Restoration Plan; and,
- i) Any other landscaping as determined in the Community Design Plan, Architectural Control Guidelines and the Tree Inventory and Compensation Schedule.

12.18 The Owner shall construct all landscape works referred to in Condition 12.17 in accordance with the approved plans at no cost to the City.

12.19 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 12.20.

12.20 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 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 12.17.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

12.21 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 and Urban Design. The park blocks shall be maintained until such time as the parks have been constructed and formally assumed by the City.

12.22 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 and Urban Design.

12.23 The Owner shall provide a current geotechnical report by a qualified person all park blocks, to the satisfaction of the Director of Planning and Urban Design.

Trail System

- 12.24 The Owner acknowledges and agrees to implement a trail system in the Open Space and Greenway blocks as per the requirements of the Community Design Plan, to the satisfaction of the City's Director of Planning and Urban Design and the City's Director of Engineering. The trail system may be implemented corresponding to the time of the conveyance of the Open Space and Greenway blocks containing sections of the associated Greenway restoration works, and/or the time of construction of restoration works, to the City's Director of Planning and Urban Design's satisfaction. The owner agrees that the trail system shall be implemented and constructed through an agreement between the owners of this draft plan, the other land owners within Robinson Glen Secondary Plan area, and the City.

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 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 Secondary Plan Landowners Group respecting all of the lands within the draft plan, prior to registration of the draft plan for the proposed development or any portion of the subject lands within the draft plan, 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 provide Community Benefit Charges (CBC) in accordance with the City of Markham CBC 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/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 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 direct private access will not be permitted onto Kennedy Road and will be provided via local roads (specifically from Block 2 and 3, as identified on the Draft Plan of Subdivision, Job #: 65MA-1609 Dwg#: 001 and revision date March 28, 2022).
- 15.3 The Owner shall agree to provide the following clause in all subsequent Purchase Agreements, Lease and Tenant Agreements and any related Site Plan and Condominium Agreements and Declaration of Condominium Agreements, of the agreed upon access arrangements:

"THE OWNER COVENANTS AND AGREES TO ADVISE POTENTIAL PURCHASERS, IN ALL AGREEMENTS OF PURCHASE AND SALE, SITE PLAN AGREEMENTS, CONDOMINIUM AGREEMENTS AND DECLARATION OF CONDOMINIUM AGREEMENTS, THAT NO PRIVATE VEHICULAR ACCESSES WILL BE PERMITTED TO KENNEDY ROAD, SPECIFICALLY FROM BLOCK 2 AND 3 (AS IDENTIFIED ON THE DRAFT PLAN OF SUBDIVISION, JOB #: 65MA-1609 DWG#: 001 AND REVISION DATE MARCH 28, 2022"

- 15.4 The Owner shall agree, in wording satisfactory to Development Engineering, to implement all recommendations provided in the Transportation Study, to the satisfaction of the Region.
- 15.5 The Owner shall agree, in wording satisfactory to Development Engineering, that a Site Plan Application approval from the Region is required to be in place before the commencement of any site alteration or construction works for Block 2 and 3 abutting Kennedy Road.
- 15.6 The Owner shall agree to reserve unobstructed locations for the future construction of passenger standing areas/shelter pads identified below:
- On Street: Street 'A'  
At Street: Street 'B'  
Location: NW corner  
Standard Specifications: YRT 1:01
  - On Street: Street 'A'  
At Street: Street 'F'  
Location: SE corner (northwest quadrant of Block 4)  
Standard Specifications: YRT 1:01

- On Street: Kennedy Road  
At Street: Street 'G'  
Location: SE corner  
Standard Specifications: YRT 1:03

Landscaping should not interfere with the identified bus stop[s], passenger standing area[s], shelter[s] or corner sightlines. Bus stop[s] located in front of the employment areas shall be incorporated into the landscape design.

- 15.7 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.
- 15.8 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.
- 15.9 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.
- 15.10 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 Ministry of the Environment, Conservation and Parks guidelines and the York Region Noise Policy.
- 15.11 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".*
- 15.12 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.
- 15.13 The Owner shall agree, in wording satisfactory to Development Engineering, to be responsible to decommission any existing wells on the owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.

15.14 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 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**

15.15 The road allowances included within the Draft Plan of Subdivision shall be named to the satisfaction of the City and York Region.

15.16 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, 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.

15.17 The Functional Servicing Report shall be updated to conform to the water system design in the approved Master Environmental Servicing Plan (MESP) for the Robinson Glen Secondary Plan.

15.18 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.

15.19 Prior to final approval and concurrent with the submission of the subdivision servicing application (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 right-of-way at 20m 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
- g) Location Plans based on Subsurface Utility Engineering (SUE) Investigation (Level A accuracy for crossings and Level B accuracy for alignment);
- h) Signalization and Illumination Designs;
- i) Line Painting;
- j) Traffic Control/Management Plans;
- k) Erosion and Siltation Control Plans;

- l) Landscaping Plans, including tree preservation, relocation and removals;
- m) Arborist Report;
- n) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
- o) Functional Servicing Report;
- p) Stormwater Management Report;
- q) Water supply and distribution report and model; and,
- r) Transportation Study.

- 15.20 The Owner shall submit engineering plans for York Region's approval that identify on the plan the transit requirements.
- 15.21 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.
- 15.22 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Engineering drawings (stamped and signed by a professional engineer), and MECP forms together with any supporting information shall be submitted to City for the MECP ECA application.
- 15.23 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.
- 15.24 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.
- 15.25 The Owner shall demonstrate, to the satisfaction of Development Engineering, that the streetline elevations shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
- 15.26 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.
- 15.27 The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of-Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.

- 15.28 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; and,
  - c) That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.
- 15.29 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 Kennedy Road of sufficient width to provide a minimum of 21.5 metres from the centreline of construction on Kennedy Road and any lands required for additional turn lanes;
  - b) A 15 metre by 15 metre daylight triangle at the north-east corner of the proposed intersection of Street 'F' and Kennedy Road; and,
  - c) 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 adjacent to the above noted widening(s).
- 15.30 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.
- 15.31 The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

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

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

- 15.32 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 the 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.
- 15.33 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.
- 15.34 The Owner shall provide an executed copy of the subdivision agreement with the local municipality to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 15.35 For any applications (Site Plan or Zoning By-Law Amendment) completed after January 1, 2020 the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.

15.36 The Regional Corporate Services Department shall advise that Conditions 15.1 to 15.35 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 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 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 those 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 pre-construction 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 attains 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 (Block 7 and 'Other Lands Owned by the Applicant') blocks to TRCA or City, 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. 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 (Blocks 6 and 7) 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.

- 16.20 That the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions, or to meet current established standards in place as of the date of a request for registration of the Plan or any phase thereof.

#### **17.0 Ministry of the Environment Conservation and Parks (MECP)**

- 17.1 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 Building identified as the Arthur Wegg House, known municipally as 10537 Kennedy Road, on Block 3 within the plan of subdivision 19TM-20007.
- 18.4 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) If the Heritage Building is unoccupied, to undertake the following to prevent vandalism and deterioration:

- i) secure and protect the buildings from damage through the requirements outlined in the City'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 Buildings are 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 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 Building:
- a) The Owner is to provide at its expense a legal survey of the lot or block associated with the Heritage Building to facilitate the registration of the designation by-law and Heritage Easement Agreement;
  - b) The Owner is to enter into a Heritage Easement Agreement with the City for the Heritage Building;
  - c) The Owner is to permit the amendment of the existing designation by-law (2014-16) currently protecting the property under Part IV of the Ontario Heritage Act. The amended by-law shall address 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 the Heritage Building to ensure the preservation of the existing buildings during and after relocation within its new lot/block. 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 Heritage Building has been connected to municipal services,
    - iii) the exterior restoration of the Heritage Building is complete,
    - iv) the Heritage Building meets 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 Conservation 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 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 Conservation 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 18.5 (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 the Heritage Building above grade after relocation onto its new foundation is generally reflective of the first floor height prior to relocation;
- d) to ensure that the architectural design and elevations of dwellings proposed for adjacent lots is compatible with the restored Heritage Building;
- e) to ensure that the final proposed grading on the lots adjacent to the Heritage Building is consistent with the grading of the Heritage Building lot;
- f) 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;

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 Building 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 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 the 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. Any proposed additions or alterations to the building or property shall be subject to review and approval of plans by the City.”

18.9 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 18.8, inclusive, have been satisfied.

## **19.0 Streetlight Types - Municipal Engineering**

19.1 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.

## **20.0 York Region District School Board**

20.1 That the following conditions of draft plan approval to be imposed upon the subject Draft Plan of Subdivision Plan 20 12597 relative to the York Region District School Board:

- a) That prior to final approval, the owner shall have made Agreement satisfactory to the York Region District School Board for the transfer of a public elementary school site. The public elementary school site, Block “4”, shall contain not less than 2.369 ha and be free and clear of all encumbrances including but not limited to natural features.
- b) 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 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 Phase 1 of the subdivision;
  - 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.
- c) 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.
- d) 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.
- e) 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 which indicate the storm drainage system, utilities, and the overall grading plans for the complete subdivision area.
- f) 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.
- g) 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.
- h) 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.
- i) That the York Region District School Board shall advise that conditions a) to h) 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 Rogers**

- 21.1 The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the “Communications Service Providers”) to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
- 21.2 The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
- 21.3 The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
- 21.4 The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

**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 14.1 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 15.1 to 15.36 have been satisfied.
  - d) The Toronto and Region Conservation Authority shall advise that Conditions 16.1 to 16.20 have been satisfied.
  - e) The York Region District School Board shall advise that Condition 20.1 has been satisfied.
  - f) Rogers shall advise that Condition 21.1 to 21.4 has been satisfied.

Dated: September, XX. 2022

Stephen Lue, Senior Development Manager