



City of **MARKHAM**

PLANNING DEPARTMENT

DRAFT APPROVED

DRAFT PLAN APPROVED UNDER SECTION 51 OF THE PLANNING ACT AND SUBJECT TO THE CONDITIONS, IF ANY, SET FORTH IN THE DRAFT PLAN APPROVAL MEMO FOR THE FILE BELOW.

File: 18.162178.000.00.SU

Date: 06/17/22
MM/DD/YY

Senior Development Manager (or their designate)

THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 18TM-18006 (Condor Properties Ltd.)

1. General

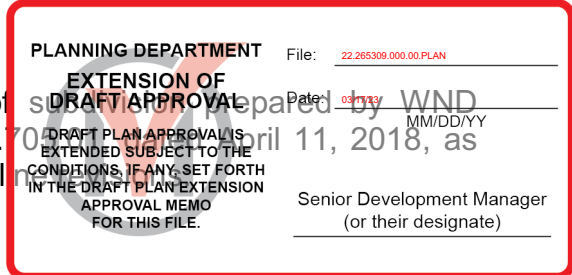
1.1 Approval shall relate to a draft plan of subdivision prepared by WND Associates, identified as Project No. 05.7041818, dated April 11, 2018, as amended, incorporating the following redlines:

- a. Remove Blocks D and E;
- b. Revise the draft plan to provide for a north-south roadway (identified as Condo Lane A) as shown on Attachment 6-1 of the *Langstaff Gateway Transportation Precinct Study, Response to Region and Municipal Transportation Comments, October 2019*, that provides pedestrian, bicycle and transit vehicle access to the proposed transit transfer facility, as identified in Schedule 'FF' in the Langstaff Secondary Plan, facilitates underground parking beneath the road, and has a minimum pavement plus boulevard width consistent with the recommendations of the "operational analysis for the proposed transit transfer facility" required by Condition 9.4, to the satisfaction of the Director of Engineering in consultation with York Region;
- c. Revise the draft plan to show a minimum right-of-way of 32.0 m for Street B; and
- d. Make any adjustments to the boundaries of the Draft Plan of Subdivision necessary to satisfy items a. to c. above.

1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the City unless extended by the City upon application by the Owner.

1.3 The Owner shall enter into a subdivision agreement with the City agreeing to satisfy all conditions of the City and Agencies, financial and otherwise, prior to final approval.

1.4 Prior to the release for registration of this Draft Plan of Subdivision, the Owner shall prepare and submit to the satisfaction of the City's Director of Engineering and Director of Planning and Urban Design, all required technical reports, studies, and drawings, including but not limited to, traffic studies, functional traffic designs, stormwater management reports,



functional servicing reports, design briefs, watermain analysis reports, detailed design drawings, noise studies, etc., to support the draft Plan of Subdivision. The Owner agrees to revise this Draft Plan of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.

- 1.5 The Owner shall agree in the Subdivision Agreement to implement the designs and recommendations of the accepted technical reports/studies submitted in support of the draft Plans of Subdivision including but not limited to, traffic studies, functional road design, stormwater management reports, functional servicing reports, design briefs, watermain analysis reports, detailed design drawings, noise studies, etc., to the satisfaction of the City's Director of Engineering and Director of Planning and Urban Design, and at no cost to the City.
- 1.6 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Municipal Class Environment Assessment, Traffic Impact Study, Internal Functional Traffic Design Study, Transportation Demand Management Plan, Stormwater Management Study (Environmental Master Drainage Plan), Functional Servicing Report, Noise Impact Study, confirmation of alignment of roads with the locations shown in the draft approved plans, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.
- 1.7 The Owner shall covenant and agree in the Subdivision Agreement to design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to sewers, watermains, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to, the City.
- 1.8 The Owner shall agree in the Subdivision Agreement to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.
- 1.9 The Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial security for the draft Plan of Subdivision as required by the City prior to the construction of municipal infrastructure required to service that phase of development.
- 1.10 The Owner acknowledges and agrees to obtain approval of Site Alteration Plans in accordance with the City's Standards prior to proceeding with any on-site works and more particularly topsoil stripping.

- 1.11 The Owner acknowledges and understands that prior to release for registration of this draft plan of subdivisions, amendments to Zoning By-laws 19-94 and 177-96, as amended, to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.12 Prior to release for registration, the Owner shall prepare and submit, to the satisfaction of the Director of Planning and Urban Design, a Final Precinct Plan subsequent to the version endorsed by Council at the time of Draft Approval that incorporates but is not limited to, the following revisions:
 - a. An Affordable Housing Strategy in accordance with Section 6.1.2 g) of the Secondary Plan, to the satisfaction of the Director of Planning and Urban Design, demonstrating how the 35 per cent affordable housing target within the Precinct on lands owned by the Owner will be achieved through the development.
 - b. The amount, delivery and timing of parkland to be provided within the West Precinct to the satisfaction of the Director of Planning and Urban Design. The conveyance of the Pomona Creek valleylands shall not count towards the parkland dedication requirement.
 - c. A Community Energy Plan in accordance with Section 11.3 e) of the Secondary Plan.
 - d. A Community Services and Facilities Implementation Strategy, to the satisfaction of the Director of Planning and Urban Design. The Strategy should address Sections 6.5.1b), 6.1d), 6.5.3c), and 11.3 e) of the Secondary Plan to demonstrate how community services and facility requirements will be delivered in Phase 1A and the rest of Phase 1.
 - e. Confirmed final location and timing of construction of a temporary fire station.
- 1.13 Prior to release for registration, the Owner shall prepare and submit, to the satisfaction of the Director of Planning and Urban Design, a Final Phasing Plan subsequent to the version endorsed by Council at the time of Draft Approval that incorporates, as appropriate, sanitary and water services, treatment capacity, construction and delivery of transit and transportation improvements, requirements for the delivery of community facilities, servicing allocation, and how required infrastructure will be delivered and funded. The Final Phasing Plan shall also establish the following:
 - a. That the Owner will construct a multi use trail from Langstaff Road East to Richmond Hill Centre prior to approval of Sub-phase 1B in the West Precinct;
 - b. That the Owner will prepare and submit an implementation plan for a shuttle service to Richmond Hill Centre, developed in consultation

with York Region and provided at no cost to the City, prior to approval of Sub-phase 1B in the West Precinct;

- c. That construction of the Cedar Avenue extension between High Tech Road and Langstaff Road East will have commenced prior to approval of Sub-phase 1B in the West Precinct.
 - d. That the owner will acknowledge the need to provide an underground path connection system to the future subway station when the location and design of the subway station has been resolved.
- 1.14 Prior to release for registration, the Owner shall prepare and submit a phase I Environmental Site Assessment (ESA), and all subsequent phases as required, in accordance with Section 11.3e) of the Secondary Plan.
 - 1.15 Prior to release for registration, the Owner shall prepare and submit a Financial Impact Analysis in accordance with Section 11.3e) of the Secondary Plan. The Terms of Reference of said Analysis shall be mutually agreeable between the Owner and the Director of Planning and Urban Design.
 - 1.16 Prior to release for registration, the Owner shall prepare and submit a Master Operations and Maintenance Plan in accordance with Section 11.3e) of the Secondary Plan. The Terms of Reference of said Plan shall be mutually agreeable between the Owner and the Director of Planning and Urban Design.
 - 1.17 Prior to release for registration, the Owner shall prepare and submit a Master Emergency Services Plan in accordance with Section 11.3e) of the Secondary Plan. The Terms of Reference of said Plan shall be mutually agreeable between the Owner and the Director of Planning and Urban Design.
 - 1.18 Prior to final approval of engineering drawings and to the satisfaction of the Directors of Planning and Urban Design and Engineering, the Owner shall submit a minimum of three grading scenarios covering the lands between Yonge Street east of the CN Rail crossing that illustrate how the slopes of roads can be accommodated in an appropriate way and that the resulting slopes of roads will not negatively impact the viability of grade related commercial uses on these streets and will permit good access and appropriate grading of the Pomona Mills Creek Park. The following scenarios will be addressed:
 - The roads cross over the CN Rail line and the creek remains open;
 - The roads cross over the CN Rail line and the creek is covered; and
 - The roads cross under the CN Rail line.

1.19 The Owner shall covenant and agree in the subdivision agreement to provide to the satisfaction of the Director of Planning and Urban Design a proposed 695 m² of ground floor space for community uses. The terms of the use of the space are to be determined through the subdivision agreement.

2. Engineering

2.1 Prior to the earlier of any construction including the execution of a pre-servicing agreement or Subdivision Agreement of Phase 1a within the draft Plan of Subdivision, the Owner shall satisfy all comments contained in the Engineering Department memorandum of March 1, 2019, which may be revised to the satisfaction of the Director of Engineering.

2.2 Prior to the release for registration of the Draft Plan of Subdivision, the Owner shall prepare and submit to the satisfaction of the Director of Engineering, all technical reports, studies, and drawings, including but not limited to, transportation impact assessment studies, functional traffic design studies, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, etc., to support the Draft Plan of Subdivision. The Owner agrees to revise the Draft Plan of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.

2.3 The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the Draft Plan of Subdivision including but not limited to, transportation impact assessment studies, functional traffic design studies, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, to the satisfaction of the City of Markham, and at no cost to the City.

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.

2.4 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermains, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to, the City of Markham.

2.5 The Owner shall agree in the Subdivision Agreement to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.

- 2.6 The Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial security for each phase of the Draft Plan of Subdivision as required by the City of Markham prior to the construction of municipal infrastructure required to service that phase of the development.
- 2.7 The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any other agreement deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the Draft plan of subdivision and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.

3. Roads

- 3.1 The Owner covenants and agrees that road allowances within the Draft Plan of Subdivision shall be named to the satisfaction of the City and Regional Municipality of York ("Region").
- 3.2 The Owner shall covenant and agree to design and construct all municipal roads in accordance with City standards and specifications.
- 3.3 The Owner shall covenant and agree in the Subdivision Agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the City, to the satisfaction of the City of Markham. The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the Subdivision Agreement to the satisfaction of the City.

4. Municipal Services

- 4.1 The Owner shall covenant and agree to design and construct all municipal services in accordance with City standards and specifications.
- 4.2 Prior to the release for registration of the Draft Plan of Subdivision, the Owner shall demonstrate to the satisfaction of the City of Markham that two independent water supply points for adequate redundancy and looping for domestic and fire protection purposes will be provided. The Owner further acknowledges and agrees that prior to the release for registration of the Draft Plan of Subdivision, the Owner shall prepare and submit to the satisfaction of the City of Markham, a detailed watermain analysis to satisfy the following requirements:

For Phase 1A, the City will allow the Owner to use Pressure District 5 (PD5) as one of the water supply sources subject to the following requirements:

- i. Provide a watermain analysis report to assess and confirm PD5 flow and pressure is adequate to provide domestic and fire protection for Phase 1A. In order to assess the proper boundary conditions the Owner will be required to carry out field flow and pressure monitoring for three (3) weeks in PD5 and to complete fire flow testing within PD5 to the satisfaction of the City. The watermain analysis report shall also include the analysis of impact to the existing PD5.
- ii. Subject to Region approval, the second water supply source can be provided from PD6. The owner will be required to design and construct new water connection to the Regional trunk watermain. The Owner will also be required to assess the condition of all the existing watermains and to remove and replace/upgrade any existing watermains that are in a poor condition or have inadequate capacity at no cost the City and to the satisfaction of the Director of Engineering.

4.3 The Owner acknowledges and agrees in the subdivision agreement that for any phase of development beyond Phase 1A, the Owner will be required to:

- i. Provide either a new connection to the 1050 mm Regional trunk watermain north of Langstaff Road or to retrofit the existing connections and upgrades the existing watermain network as required at no cost the City and to the satisfaction of the Director of Engineering.
- ii. Submit watermain analysis report and water modelling simulation including maximum day demand, maximum day demand plus fire flow, peak hour demand, minimum day demand, average day demand scenarios. The boundary conditions used for the water modelling shall be part of the watermain analysis report.

The Owner is advised that the 300mm ductile iron watermain along Yonge Street is constructed in 1977. Prior to the approval of any connections to this watermain, the Owner will be required to examine the condition of this watermain and submit reports and drawings to assess and confirm the condition of this watermain to the satisfaction of Director of Engineering.

4.4 The Owner shall agree in the Subdivision Agreement not to apply for any building permits until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development.

- 4.5 The Owner shall covenant and agree in the Subdivision Agreement to revise and/or update the accepted functional servicing and stormwater management reports, if directed by the City in the event that the Director of Engineering determines that field conditions are not suitable for implementation of the servicing and stormwater strategy recommended in the previously accepted functional servicing and stormwater management reports.
- 4.6 The Owner shall implement the Low Impact Development (LID) measures for Water Balance (WB) requirements in accordance with the City's LID Guidelines (November, 2018) and to the satisfaction of the Director of Engineering.
- 4.7 The Owner shall agree in the Subdivision Agreement to design and construct the proposed stormwater management storage tanks at their final locations within Street "B" to the satisfaction of Director of Engineering.
- 4.8 The owner shall agree in the Subdivision Agreement to provide a detailed design and hydraulic calculations for the proposed 2.0m Ø temporary CSP culvert used for the diversion of Pomona Creek under Creek Street to show that design is adequate to convey the flow to the satisfaction of City and TRCA.
- 4.9 The Owner shall agree in the Subdivision Agreement to design and construct the proposed services (storm and sanitary sewers) external to the Plan to connect to the previously constructed stubs, as per the Construction Agreement dated September 1, 2017, west of the south culvert along Street "A".
- 4.10 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

5. Lands to be Conveyed to the City/Easements

- 5.1 The Owner agrees prior to the registration of the draft plan of subdivision to acquire and convey to the City, free of all costs and encumbrances, any lands internal and external to the Draft Plan of Subdivision as necessary to complete the road infrastructure requirements.
- 5.2 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.
- 5.3 Prior to the registration of this draft plan of subdivision, the owner shall take in consideration the existing 36" Enbridge gas main located in an easement along the south limit of the plan. The owner shall revise all plans and sections to clearly indicate the easement limits.

The existing easement shall be discharged if it falls within the proposed municipal road allowance and new easement will be provided for private properties, as required.

6. Utilities

- 6.1 The Owner shall agree in the Subdivision Agreement that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City of Markham and authorized agencies.
- 6.2 The Owner shall agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including Alectra, Enbridge, telecommunications companies, etc.
- 6.3 The Owner shall agree in the Subdivision Agreement to facilitate the construction of Canada Post facilities at locations and in a manner agreeable to the City of Markham 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.

- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.

7. Environmental Clearance

- 7.1 The Owner shall covenant and 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.
- 7.2 Prior to the earlier of any construction, including site alteration, the execution of a pre-servicing agreement or Subdivision Agreement, the Owner covenants and agrees to submit Environmental Site Assessment

(ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and all applicable standards, for all lands to be conveyed to the City for peer review and concurrence.

- 7.3 Prior to the earlier of any construction including site alteration, the execution of a pre-servicing agreement or Subdivision Agreement of a phase within the Draft Plan of Subdivision, the Owner covenants and agrees to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the City of Markham. The Environmental Clearance and Reliance Letter will be completed in accordance with the City's standard and will be signed by the Qualified Person and a person authorized to bind the Owner's company. The City will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.
- 7.4 The Owner covenants and 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 of Markham immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the City of Markham and the Ministry of the Environment, Conservation and Parks.
- 7.5 The Owner shall covenant and 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 covenant and 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.

8. Streetlight Types

- 8.1 The Owner shall covenant and agree in the Subdivision Agreement to contact the City of Markham prior to commencing the design for

streetlighting to confirm the type(s) of poles and luminaires to be provided for different streets and/or lanes.

9. Transportation Engineering

- 9.1 Prior to the registration of Block A within this Plan of Subdivision, the Owner shall submit updates or addendums, as appropriate, to respond to all outstanding comments from the City of Markham and York Region, and other commenting agencies, related to the Transportation Precinct Study, to the satisfaction of the City's Director of Engineering and York Region. The Owner further agrees to revise the draft plan if required to incorporate the recommendations of these studies to the satisfaction of the Director of Engineering.
- 9.2 The Owner shall covenant and agree in the Subdivision Agreement to:
- a. Finalize the functional plan as shown on Attachment 6-1 of the *Langstaff Gateway Transportation Precinct Study, Response to Region and Municipal Transportation Comments, October 2019*, showing the following proposed works "External Works" including:
 - i. Langstaff Road East to its ultimate design, from Yonge Street to Creek Street;
 - ii. Langstaff Road East from Yonge Street to east of the CN Rail line,all to the satisfaction of the Director of Engineering.
 - b. Prepare a detailed design of the External Works in accordance with the accepted functional plan referenced above, to the satisfaction of the Director of Engineering; and,
 - c. Construct the External Works in accordance with the accepted detailed design at no cost to the City, and to the satisfaction of the Director of Engineering.
- 9.3 Prior to the registration of Block A within this Plan of Subdivision, the Owner shall submit an operational analysis for the proposed transit transfer facility, to the satisfaction of the Director of Engineering. The operational analysis will, among other matters, provide information about how transit vehicles and other transportation services (taxis, Uber etc.) can provide access to the site and pick up and drop off passengers and will also provide recommendations on the widths and other design standards for internal roadways serving as transit vehicle access routes.

9.4 The Owner shall agree in the subdivision agreement to prepare and submit a parking justification report to address the parking supply for the Condor Development Phase 1A and the specific Transportation Demand Management measures that will be addressed through the site plan approval.

10. Waste Management/Markham District Energy

10.1 The Owner shall agree in the subdivision agreement to support and connect to an Automated Vacuum Waste Collection (AVAC) system if the city has formulated the necessary plans, designs and technical specifications to implement such a system prior to site plan application and the necessary infrastructure is available at the time of building construction.

10.2 The Owner shall agree in the subdivision agreement to support and connect to a District Heating and Cooling system if the city has formulated the necessary plans, designs and technical specifications to implement such a system prior to site plan application and the necessary infrastructure is available at the time of building construction.

11. Tree Inventory and Preservation Plans

11.1 Prior to release for registration, the Owner shall submit for approval a tree inventory and tree preservation plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.

11.2 Prior to release for registration, 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.

11.3 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.

11.4 Prior to release for registration, the Owner shall submit for approval from the Director of Planning and Urban Design, as part of the tree inventory and tree preservation plan and in accordance with the City of Markham Streetscape Manual, a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:

- a. Trees between 20 cm and 40 cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1

- b. All trees over 40 cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)
- c. Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites
- d. The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

11.5 The owner acknowledges and agrees to implement the tree compensation schedule, including submission of an updated Tree Inventory and Preservation Plan and Landscape Plans.

12. Community Design

12.1 The Owner shall agree in the subdivision agreement to implement and incorporate all requirements of the Langstaff Gateway Urban Design and Streetscape Guidelines into all site plans, landscape plans, engineering plans and any other required design documents to the satisfaction of the Director of Planning and Urban Design.

13. Parkland

13.1 The Owner shall covenant and agree in the subdivision agreement that the parkland dedication requirement for Sub-Phase 1A will conform to the new city standards for urban parks in conformance to provincial legislation as amended from time to time, and yet to be developed. In the event that a new city urban park standard has not been formulated at the time that the subdivision agreement is to be executed and in order to expedite the necessary approvals for Sub-Phase 1A, the Owner agrees to submit a letter of credit representing the parkland dedication requirements as then currently set out in the prescribed parkland dedication bylaw 195-90 on the understanding that if a new urban parkland dedication by-law has been implemented the parties will adjust the rates accordingly and retroactively.

13.2 The Owner shall agree in the subdivision agreement to dedicate a minimum of 2.655 ha of parkland and that this will satisfy the parkland dedication requirements for a total of up to but not exceeding the 1,090 units.

13.3 The Owner shall covenant and agree in the subdivision agreement to satisfy the parkland dedication requirement through the conveyance of the Pomona Creek Park to the City as external works (the "Off-Site Park"), free of all costs and encumbrances to the satisfaction of the Director of Planning and Urban Design, upon registration of the plan of subdivision. The

conveyance of the Pomona Creek valleylands shall not count towards parkland dedication.

- 13.4 The Owner acknowledges and agrees that the conveyance of the Pomona Creek Park Block will satisfy a portion of the parkland dedication for this development. The remaining parkland dedication will be satisfied through the payment of cash-in-lieu of parkland as specified in the Parkland Dedication By-Law 195-90.
- 13.5 The City of Markham reserves the right to require land dedication or payment of cash-in-lieu of parkland or request a combination of approaches as specified in Parkland Dedication By-law 195-90, as amended.
- 13.6 If Pomona Creek Park is not dedicated at the time of approval in a condition satisfactory to the Director of Planning and Urban Design, including grading, servicing and public road access, then the Owner shall provide a letter of credit of an amount satisfactory to the Director of Planning and Urban Design to secure the Owner's obligation to the City to provide a satisfactory park at the time that Phase 1A is completed.
- 13.7 The Owner acknowledges and agrees that additional parkland dedication will be required for Blocks B, C, D, E and F at the time of execution of the a future draft plan of subdivision or site plan agreement. The size and configuration of the park block(s) will be consistent with the Secondary Plan and revised Precinct Plan.
- 13.8 The Owner shall post approved copies of the Conceptual Park Design for the Off-Site Park in all sales offices for dwelling units within the draft plan of subdivision.
- 13.9 The Owner acknowledges and agrees that if, in the sole opinion of the Director of Planning and Urban Design, Pomona Creek Park is determined to not be usable as park space, the Owner shall accommodate a park on other lands owned by the Owner in close proximity to Block A, to the satisfaction of the Director of Planning and Urban Design.

14. Parkland Servicing

- 14.1 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain, free of stock piles and debris, all, park blocks within the subdivision to the satisfaction of the Director of Planning & Urban Design. The park blocks shall be maintained until such time as the parks have been constructed and formally assumed by the City.
- 14.2 The Owner shall submit grading, servicing and survey plans, including a plan demonstrating the interface between Pomona Creek Park and the

restored valleylands, prepared by a qualified person for all park blocks, to the satisfaction of the Director of Planning & Urban Design.

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

15. Parkland Environmental

- 15.1 The Owner covenants and agrees 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 the Off-Site Park 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.
- 15.2 Prior to the earlier of any construction, including site alteration, the execution of a pre-servicing agreement or Subdivision Agreement, the Owner covenants and agrees to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and all applicable standards, for the Off-Site Park land to be conveyed to the City for peer review and concurrence.
- 15.3 Prior to the earlier of any construction including site alteration, the execution of a pre-servicing agreement or Subdivision Agreement of a phase within the Draft Plan of Subdivision, the Owner covenants and agrees to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the City for the Off-Site Park lands or interests in Off-Site Park lands to be conveyed to the City to the satisfaction of the City of Markham. The Environmental Clearance and Reliance Letter will be completed in accordance with the City’s standard and will be signed by the Qualified Person and a person authorized to bind the Owner’s company. The City will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.
- 15.4 The Owner covenants and agrees to file a Record(s) of Site Condition with the Provincial Environmental Site Registry and provide a Letter of Acknowledgment from the Ministry of Environment, Conservation and Parks (MECP) for the Off-Site Park lands to be conveyed to the City prior to the conveyance.

- 15.5 The Owner covenants and agrees to convey the Off-Site Park lands to the City upon acceptance of the Record(s) of Site Condition by the Director of Engineering.
- 15.6 The Owner covenants and 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 of Markham immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the City of Markham and the Ministry of the Environment, Conservation and Parks.
- 15.7 The Owner covenants and agrees in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands comprising the Off-Site Park. The Owner covenants and agrees 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 Off-Site Park, 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.

16. Landscape Works

- 16.1 Prior to the release for registration of this Draft Plan of Subdivision, the Owner shall submit landscape plans prepared by a qualified landscape architect based upon: the Langstaff Gateway Urban Design and Streetscape Guidelines, as amended from time to time, and the City of Markham Streetscape Manual, as amended from time to time, to the satisfaction of the Director of Planning and Urban Design and including the following:
 - a) Streetscape plans for all public streets and street tree planting in accordance with the City of Markham 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 of Markham Streetscape Manual dated June 2009;
 - c) Wind mitigation measures as required for the Off-Site park;

- d) Restoration works for the Pomona Creek Works valleylands;
 - e) Any other landscaping as determined in the Langstaff Gateway Urban Design and Streetscape Guidelines.
- 16.2 The Owner shall construct all landscaping referred to in condition 16.1 in accordance with the approved plans at no cost to the City.
- 16.3 The Owner shall not permit their builders to charge home purchasers for the items listed in condition 16.1.
- 16.4 The Owner shall include in all agreements of purchase and sale the following clause:

“PURCHASERS ARE ADVISED THAT AS A CONDITION OF APPROVAL OF THE SUBDIVISION WITHIN WHICH THIS LOT IS LOCATED, THE CITY OF MARKHAM HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:

- STREET TREES (TREES PLANTED IN THE CITY BOULEVARD OR IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS to meet 4.1a)
- 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 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.”

17. Financial

- 17.1 Prior to execution of the subdivision agreement, the Owner shall provide a letter of credit, in an amount to be determined by the Director of Planning

and Urban Design, to ensure compliance with applicable tree preservation, streetscape, wind mitigation and other landscaping requirements.

- 17.2 The Owner shall provide a Land Appraisal Report to the Manager of Real Property for the purpose of determining the required letter of credit amount contribution for the under-dedicated portion of the required parkland dedication. The Land Appraisal Report is subject to the City's terms of reference and conformance with the *Parkland Dedication By-law 195-90* and with the *Planning Act*.

18. Natural Heritage

- 18.1 The Owner shall provide a letter of credit in the Subdivision Agreement for the estimated cost of the valleyland restoration, construction and plantings.
- 18.2 Prior to subdivision registration, the Owner shall complete the restoration and realignment of Pomona Creek to the satisfaction of the Director of Planning and Urban Design.
- 18.3 Prior to subdivision registration, the Owner shall convey to the City of Markham the valleyland corridor (external to the Plan of Subdivision) in its final form, to the satisfaction of the Director of Planning and Urban Design, free and clear of encumbrances.
- 18.4 The Owner shall implement post-construction monitoring for valleyland restoration and plantings for a minimum of two years. An adaptive monitoring plan outlining the duration and type of monitoring requirements shall be submitted to the satisfaction of the Director of Planning and Urban Design.

19. Development Charges

- 19.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.
- 19.2 The Owner acknowledges and understands that the subdivision agreement will not be executed by the Town until an Area-Specific Development Charges By-law has been passed by the Town or the Town Solicitor is satisfied with the arrangements for the payment to the Town by the developer of any necessary Area Specific Development Charges.

20. York Region

Conditions/Clauses to be Included in the Subdivision Agreement

- 20.1 The Owner shall save harmless the City of Markham and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 20.2 The Owner shall agree that the proposed sanitary outlet to the Region's 600 mm diameter Pomona Creek Sewer shall be designed and installed to the satisfaction of the Region.
- 20.3 The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and future plan maps.
- 20.4 The Owner shall agree to implement the improvements recommended in the Transportation Study, to the satisfaction of the Region.
- 20.5 The Owner shall agree 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 all development blocks.

Conditions to be Satisfied Prior to Final Approval

- 20.6 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 of Markham:
 - 20.7 a copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this site plan.
 - 20.8 a copy of an email confirmation by City of Markham staff stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
- 20.9 The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services branch and the Infrastructure Asset Management branch for record.
- 20.10 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 20.11 The applicant shall provide a revised Draft Plan of Subdivision to address the comments provided, to the satisfaction of the Region.

- 20.12 The applicant shall provide a Transportation Addendum to address the comments provided, to the satisfaction of the Region.
- 20.13 The Owner shall provide a copy of the executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 20.14 The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.
- 20.15 The Regional Corporate Services Department shall advise that Conditions 20.1 to 20.14 inclusive, have been satisfied.

21. Metrolinx

- 21.1 The Owner shall agree in the Subdivision Agreement to prepare and submit an overall utility coordination plan showing the location (shared or otherwise) and installation, timing and phasing of all required servicing infrastructure and utilities (ongrade, below-grade or above-grade, including on-site drainage facilities and streetscaping) – such location plan shall be to the satisfaction of the City and Metrolinx, having considered the requirements of those utility providers (including natural gas, hydro, and telecommunications service providers) that will conduct works within the subdivision. Further, the plan shall consider the respective standards and specification manuals, where applicable, of the utility providers as well as potential Metrolinx transit infrastructure.
- 21.2 The Owner shall, at its own cost, prepare and register all reference plans, strata reference plans, easement documents, and agreements as may be required by Metrolinx as a result of this development.
- 21.3 The Owner shall agree in the Subdivision Agreement to include into all offers of purchase and sale, lease, or rental agreements, as well as stipulate in condominium declaration(s) for each unit, the following:

Warning: “The Purchaser and/or Lessee acknowledges and agrees that the proximity of the lands municipally described as 25 Langstaff Road East (the “Development”) to Metrolinx transit operations may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter, transmissions (collectively referred to as “interferences”) to the Development and despite the inclusion of control features within the

Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants in the Development. Notwithstanding the above, the Purchaser and/or Lessee agrees to release and save harmless the City of Markham and Metrolinx from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore, the Purchaser and/or Lessee acknowledge and agree that an electromagnetic, stray current and noise warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with the closing of the transaction.

22. Fire Department

22.1 The Owner shall covenant and agree in the Subdivision Agreement to satisfy the Fire Department as follows:

Fire Access Route:

- a. Fire Access Route Signs are required and shall be installed by the Owner subject to Fire Department approval. Indicate the locations of the fire access route sign for review and approval. The signs are to be spaced a maximum of 30m apart on both sides of the fire access route and a maximum of 15m from the street curb. Signs to be set at an angle of not less than 30° and not more than 45° to a line parallel to the flow of traffic and should always be visible to approaching traffic. Refer to site plan for proposed locations along Condo Lanes "A" and "B".

The Fire Department will require a Letter of Credit in the amount of \$4,000.00 to ensure completion of the installation of the fire access route signs.

Fire Department Connection:

- b. The location of the Fire Department connection must be approved by the Fire Department to ensure unobstructed access at all times. Refer to site plan for proposed relocations.

Private Hydrant:

- c. Private Yard Hydrants will be required and the location of the hydrants and size of watermain must be approved by the Fire Department. Private hydrants are to be installed with a 100mm storz connection as per City of Markham engineering standards.

The Fire Department will require a Letter of Credit in the amount of \$10,000.00 to ensure completion of the installation of private hydrant(s).

Water Supply:

- d. The size of water mains and the hydrant locations must be approved by this department.

Rapid Entry Key Box:

- e. A rapid entry key box will be required for each building that is provided with a fire alarm or sprinkler system. The key box is to be located on the exterior wall adjacent to the principal entrance where the fire alarm annunciator is located or at the main building entrance where no fire alarm annunciator is provided. In multi tenant buildings the key box is to be located adjacent the exterior door of the sprinkler room.

The Fire Department will require a Letter of Credit in the amount of \$3,000.00 to ensure the proper installation of a rapid entry key box for the fire alarm and sprinkler systems.

Items on the Site Plan:

- f. Indicate the locations of the fire access route signs on the site plan.
- g. Indicate the location of the private hydrants on the site plan.
- h. Indicate the location of the fire department connection on the site plan.
- i. Indicate the location of the rapid entry key box on the site plan.

Underground Servicing Plans:

- j. Two copies of underground servicing site plans are to be submitted to the Fire Department for review and approval. Underground servicing plans are required to be reviewed and approved prior to the Site Plan Endorsement Stage.

Plan of Condominium:

- k. Prior to final approval the following conditions are required to be satisfied:

The property is inspected by the Markham Fire Department. Staff to ensure that the rapid entry key boxes, hydrants, fire department

connections and addressing complies with the approved site plan drawings as approved by the City of Markham.

23. Toronto and Region Conservation Authority

23.1 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 final Environmental Impact Study (EIS), which fully evaluates all interim and permanent impacts to Pomona Mills Creek associated with alterations required to facilitate the plan of subdivision and all associated infrastructure, as well as the relocation of the stream corridor into its ultimate alignment.

The EIS will need to fully evaluate all alternatives pertaining to the proposed configuration of Pomona Mills Creek, as well as any alternatives considered to arrive at the final configuration to the satisfaction of TRCA. This analysis shall include (but is not necessarily limited to the following):

- i. Aquatic and terrestrial ecological impacts, potential enhancements and long-term monitoring.
 - ii. Fluvial geomorphic assessment of the interim and permanent options;
 - iii. Geotechnical analysis of all slopes and any proposed structures or retaining walls proposed within the valley corridor, or as part of the valley walls;
 - iv. Engineering hydraulic analysis, including an assessment of floodplain conveyance and storage of existing, interim, and proposed permanent conditions.
- b. Restoration and enhancement report and plans, including detailed impact mitigation, restoration and enhancement recommendations and plans to the satisfaction of the TRCA.

23.2 That **prior to** any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the Master Servicing Plan will need to be finalized to the satisfaction of TRCA, including addressing any outstanding comments related to establishing stormwater management targets or erosion assessments.

23.3 That **prior to** any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall gratuitously convey Block F (Other Lands Owned by Applicant) as well as all lands external to this plan that are associated with the future Pomona Mills

watercourse corridor to the City of Markham, providing for a dimension and configuration to the satisfaction of the TRCA.

- 23.4 That **prior to** any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall provide designs for the proposed future Pomona Mills water course corridor, providing for a minimum corridor dimension of 36 metres at its narrowest point, to the satisfaction of TRCA.
- 23.5 That the applicant agrees to not seek any building permits for any structures within Block A of this plan of subdivision until such time as the ultimate Pomona Mills watercourse corridor has been designed and all necessary approvals attained. And, the applicant agrees to not seek any above-ground building permits for any structures within Block A of this plan of subdivision until such time as the ultimate Pomona Mills watercourse corridor is constructed and is operational to the satisfaction of TRCA, or suitable alternative arrangements have been made;
- 23.6 That the applicant agrees to apply for all required official plan and zoning by-law amendments associated with the Pomona Mills watercourse corridor, into an environmental protection or similar category.
- 23.7 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. 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 (MSP) or equivalent 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 approved MSP will be achieved during and post-development;
 - ii. appropriate Stormwater Management Practices (SWMP's) to be used to treat stormwater, to mitigate the impacts of development on the 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.

- iii. 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.
- iv. location and description of all SWM and clean water collector outlets and other SWM infrastructure within and adjacent to Pomona Mills Creek, 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 MSP with respect to location of outfalls to minimize the impacts to sensitive natural heritage features. Should red-line revisions to stormwater management facility 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;
- v. 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 for private blocks and public blocks, including the Right-of-Way. 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;
- vi. 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 using continuous simulation computer modelling with stream flow targets established by a fluvial geomorphologist. If the proponent is unwilling to conduct this assessment, the development will retain the first 25mm of runoff on-site for the private and public blocks in lieu of the 5mm on-site retention and erosion control;

- vii. 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 facilities are being managed during the construction phase while some or all of the LIDs are not in operation.
- viii. demonstrate how the pre-development drainage patterns are being preserved, post-development (to the greatest extent possible).
- ix. 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;
- x. 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 future Pomona Mills watercourse corridor block.

23.8 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:

An adequate hydrogeological assessment. The report shall:

- a. 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.

- b. 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;
- c. 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.

23.9 Detailed site 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; mitigate against any potential on-site or downstream erosion associated with the stormwater management system; maintain and not exceed target flows to downstream 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.

23.10 Adaptive management report and plan that must outline a comprehensive monitoring program for the Pomona Mills watercourse corridor. This report must compile all available pre-development/baseline monitoring information, provide for on-going pre-development monitoring where possible, and provide a plan with measures to be implemented for maintaining the pre-development water balance (in accordance with the requisite water balance reports) during construction, and post-construction to the greatest practicable extent. This report must also identify contingency measures and specific actions that may be taken during construction of this phase as well as future phases to address potential quantity, turbidity and thermal impacts of SWM discharge. The Adaptive Management Report must also include a specific section including an assessment of potential options for addressing unanticipated results of the monitoring – such as erosion downstream of the stormwater management outlet, or sediment discharge to natural features. The monitoring plan shall include monitoring data throughout construction and post-construction and provide funding securities for the long-term monitoring of this system to the satisfaction of the TRCA and the City. Financing for the monitoring should be secured through the subdivision agreement. A detailed terms of reference shall be

provided to TRCA, and to the satisfaction of TRCA prior to the completion of the report.

- 23.11 the applicant attain all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required, and those related to any associated infrastructure or stormwater management works required to support this development. No grading, pre-servicing or temporary stormwater management works are to be initiated until such time as a permit from the TRCA and all requisite TRCA approvals are attained;
- 23.12 A comprehensive monitoring program for the future Pomona Mills watercourse corridor. This program shall include a monitoring program during construction, and post construction to assess the functioning and effectiveness of corridor. This monitoring shall include fluvial geomorphic monitoring for a period of 10 years post construction, monitoring of aquatic parameters and plantings, to the satisfaction of TRCA.
- 23.13 That ***prior to the registration of this Plan or any phase thereof***, the applicant shall submit and attain the approval of the TRCA for:
- a. A comprehensive monitoring plan to assess the functioning and effectiveness of proposed stormwater LID (in accordance with the MSP), source and conveyance measures.
 - b. To provide for all warning clauses and information identified in TRCA's conditions.
 - c. 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.
- 23.14 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;

- c. to maintain all stormwater management, LID and erosion and sedimentation control structures operating and in good repair during the construction period.
- d. to implement the water balance, LID and adaptive management, and Pomona Mills corridor monitoring programs and provide the requisite funding and securities for the full duration of the monitoring to the satisfaction of the TRCA;
- e. 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.
- f. To implement or provide the funding required for the implementation of all restoration and enhancement works to the satisfaction of TRCA and City of Markham. And, to provide a three-year monitoring and warranty on all planted materials.
- g. That the applicant agrees to construct, (or at the discretion of the City Markham, provide all necessary funding for the construction of), the future Pomona Mills watercourse corridor. Appendix I - TRCA Correspondence ZA/SU 18 162178 - 6 - February 21, 2020

23.15 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.

23.16 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. And, if required to meet TRCA requirements, red-line revisions be made to the plan to provide for necessary blocks within the Plan, or modify their size or configuration into surrounding lands within this subdivision which are currently proposed for development.

23.17 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.

24. CN Rail

- 24.1 Safety setback of habitable buildings from the railway rights-of-way to be a minimum of 30 metres in conjunction with a safety berm. The safety berm shall be adjoining and parallel to the railway rights-of-way with returns at the ends, 2.5 metres above grade at the property line, with side slopes not steeper than 2.5 to 1.
- 24.2 The Owner shall engage a consultant to undertake an analysis of noise. At a minimum, a noise attenuation barrier shall be adjoining and parallel to the railway rights-of-way, having returns at the ends, and a minimum total height of 5.5 metres above top-of-rail. Acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre of surface area. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.
- 24.3 Ground-borne vibration transmission to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4 Hz and 200 Hz. The monitoring system should be capable of measuring frequencies between 4 Hz and 200 Hz, ± 3 dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.
- 24.4 The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way: "Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
- 24.5 Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.

- 24.6 The Owner shall through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.
- 24.7 The Owner shall enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.
- 24.8 The Owner shall be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN.

25. 407 ETR

- 25.1 Prior to final approval, the Owner shall satisfy all 407 ETR Conditions to the satisfaction of the Director of Planning and Urban Design.

26. Alectra Utilities

- 26.1 The developer is responsible to enter into an Offer to Connect agreement with Alectra Utilities pertaining to the electrical distribution system installation, energization and receipt of all applicable easements. The owner/developer shall be responsible for the costs of the relocation of existing plant to accommodate new road(s) and or driveways.

27. External Clearances

- 27.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
- a) The Regional Municipality of York Transportation and Community Planning Department shall advise that Conditions 17.1 to 17.16 have been satisfied.
 - b) Metrolinx shall advise that Conditions 21.1 to 21.3 have been satisfied.
 - c) The Fire Department shall advise that Condition 22.1 has been satisfied.
 - d) The Toronto and Region Conservation Authority ("TRCA") shall advise that all lands containing natural features, hazards and their associated buffers are zoned for environmental protection, densely planted and gratuitously dedicated into public ownership, free and clear of all encumbrances to the City of Markham and are to the

TRCA's satisfaction and that Conditions 23.1 to 23.17 have been satisfied.

- e) CN Rail shall advise that Conditions 24.1 to 24.8 have been satisfied.
- f) 407 ETR shall advise that Condition 25.1 has been satisfied.
- g) Alectra Utilities shall advise that Conditions 26.1 has been satisfied.

ISSUED: June 10, 2022

Stephen Lue, M.C.I.P., R.P.P.
Senior Development Manager