



**THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO
RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-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. 05.705.01, dated March 2, 2023, as amended, incorporating the following redline revisions:
 - a. Revise the draft plan to show a minimum right-of-way of 32.0 m for Street B;
 - b. Revise the Draft Plan to show the extent of Block B (parkland) to be included as part of the first phase of the approved Phasing Plan;
 - c. Revise the Draft Plan to show an extension of Street A, at a minimum right-of-way of 32.0 m, generally to the east of the extent of the Draft Plan, to be constructed and used as an interim access and detour road for vehicles, including CN Rail service vehicles;
 - d. Make any adjustments to the boundaries of the Draft Plan of Subdivision necessary to comply with Ontario Regulation 345/ 22; and,
 - e. Make any adjustments to the boundaries of the Draft Plan of Subdivision necessary to satisfy items a. to d. 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 earlier of the execution of the pre-servicing or subdivision agreement the Owner shall prepare and submit to the satisfaction of the City's Director of Engineering and Director of Planning and Urban Design and Metrolinx 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 acknowledges and agrees in the Subdivision Agreement, that-for any phase of development beyond this Draft Plan of Subdivision 19TM-18006 and within the area of O. Reg. 345/22 Map No. 2, a Transportation Impact Study

Addendum and/ or Functional Design Addendum will be required to be submitted, to the satisfaction of the Director of Engineering.

- 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 listed in Schedule A to the Draft Plan Conditions required as a condition of draft approval, including, but not limited to, Municipal Class Environment Assessment, Transportation Impact Assessment 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 Prior to release for registration, the Owner shall prepare and submit, to the satisfaction of the Director of Planning and Urban Design and the Director of Engineering, a revised Phasing Plan 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. Furthermore, the City and Owner acknowledge and agree the Phasing Plan shall be updated, if required, with subsequent applications of Draft Plan of Subdivision for the lands subject to Ontario Regulation 345/22, and as a result may change from time to time, including but not limited to the timing and delivery of subsequent blocks and infrastructure within the Community.
- 1.12 Prior to release for registration, the Owner shall prepare a technical memorandum, to the satisfaction of the Director of Planning and Urban Design that incorporates, but is not limited to, the following:

- a. The amount, delivery and timing of parkland to be provided within the Draft Plan of Subdivision, in accordance with Ontario Regulation 345/22.
 - b. A scoped Community Services and Facilities Implementation Strategy to demonstrate how community services and facility requirements will be delivered in Phase 1A.
 - c. The provision of affordable housing.
- 1.13 Prior to release for registration, the Owner shall prepare and submit a Financial Impact Analysis for Phase 1A. The Terms of Reference of said Analysis shall be mutually agreeable between the Owner and the Director of Planning and Urban Design.
- 1.14 Prior to release for registration, the Owner shall prepare and submit a Master Emergency Services Plan for Phase 1A. The Terms of Reference of said Plan shall be mutually agreeable between the Owner and the Director of Planning and Urban Design.
- 1.15 That the Owner covenants and agrees in the Subdivision Agreement to provide a contribution to the City to secure facilities, services or matters as required by implementing Zoning By-law 2020-11, in accordance with Section 37.1 of the Planning Act.
- 1.16 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.
- 1.17 The Owner shall covenant and agree in the Subdivision Agreement to complete and implement a Community Energy Plan for the remaining lands within the Bridge Station Transit Orientated Community as shown on Map No. 302 associated with O. Reg. 345/22.

2. Engineering

- 2.1 Prior to the earlier of the execution of a pre- servicing agreement or Subdivision Agreement of this Draft Plan of Subdivision, the Owner shall satisfy all comments contained in the Engineering Department memorandum of March 1, 2019.
- 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 listed in Schedule A to the Draft Plan Conditions, 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, the reports/ studies listed in Schedule A to the Draft Plan Conditions and any additional detailed design drawing(s) prepared by the Owner's retained consultants, 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 reports/ studies and drawings listed in Schedule A or any additional detailed design drawing(s) not listed in Schedule A prepared by the Owner's retained consultants.

- 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 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.
- 2.6 The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any other agreement deemed necessary to permit construction of services, roads, 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.
- 2.7 The City of Markham 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.

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:

- a. 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.
- 4.3 That prior to the issuance of any above grade building permit, and subject to Region approval, the second interim 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.
- 4.4 The Owner acknowledges and agrees in the subdivision agreement that for any phase of development beyond Phase 1A, the Owner will be required to:
- a. 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.
- b. 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.

- 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 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.
- 4.8 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".
- 4.9 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, any lands internal and external to the Draft Plan of Subdivision as necessary to complete the road infrastructure requirements.
- 5.2 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, except the encumbrances shown on accepted studies, reports, plans, drawings surveys, reference plans or M-Plans without limitation, any lands internal and external to the Draft Plan of Subdivision as necessary to complete the road infrastructure requirements.

- 5.3 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.
- 5.4 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.
- 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 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, 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 and Reliance Letter 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 (MECP).

- 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.
- 7.6 Prior to the conveyance of lands to the City, the Owner shall agree in the subdivision agreement to provide to the City, a Letter of Acknowledgement of the Record of Site Condition from the Ministry of the Environment, Conservation and Parks (MECP) for the lands to be conveyed to the City.

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 The Owner shall covenant and agree in the Subdivision Agreement to:
- a. Design Street B (Creek Street) and Street A (South Boulevard) while respecting and conforming to the design principle and criteria for North Boulevard as defined by the City, in order to allow for seamless integration to the road network, 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.

- 9.2 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.
- 9.3 The Owner shall agree in the subdivision agreement to prepare and submit a Transportation Demand Management Plan outlining measures that will be addressed through the site plan approval.
- 9.4 The Owner shall covenant and agree in the Subdivision Agreement to design and construct, in coordination with Metrolinx, an interim active transportation connection on Langstaff Road between the Phase 1A lands and Langstaff GO Station to the western limit of the Yonge Subway corridor, to the satisfaction of the Director of Engineering, and at no cost to the City.

The Owner shall also covenant and agree to support working with Metrolinx to provide the active transportation connection to cross the Yonge Subway corridor and the CN corridor to the Langstaff GO Station.

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 Markham District Energy 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 findings and recommendations of the reports/ studies and plans listed in Schedule A to the Draft Plan Conditions 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.
- 12.2 Prior to release for registration, the Owner shall submit a revised Urban Design Brief to the satisfaction of the Director of Planning and Urban Design which includes references to the following sections of the non-statutory Langstaff Urban Design and Streetscape Guidelines:
- a. Section 7.1.1 – Street Pattern
 - b. Section 7.1.2 Streetscape related to on-street parking strategy;
 - c. Section 7.1.3 Views from Landscape Focal Points

12.3 The City acknowledges and agrees that in the event of a conflict between the studies, reports, plans and drawings submitted as part of the approval of Ontario Regulation 345/ 22 and Condition 12.2 above, the recommendations contained within the Ontario Regulation 345/22 studies, reports, plans and drawings shall prevail over the non-statutory Langstaff Urban Design and Streetscape Guidelines chapters outlined above.

13. Parkland

13.1 The Owner and the City acknowledge and agree:

- a. The parkland dedication for all phases within the lands subject to O. Reg. 345/22 is a maximum of 5.0444 hectares.
- b. Phase 1A shall convey Block B, to the satisfaction of the Director of Planning and Urban Design, upon registration of the plan of subdivision.
- c. The dedication of Block B shall count towards the total parkland dedication requirement for all lands subject to O.Reg. 345/22. Any over dedication will be reconciled through future phases.
- d. The Owner shall prepare and submit to the City an updated chart that provides a summary of the parkland requirements, land area, total units and delivery on a phase by phase basis.

13.2 The Owner shall covenant and agree in the subdivision agreement to satisfy the parkland dedication requirement through the conveyance of Park Block B in accordance with Ontario Regulation 345/22 to the City, free of all costs and encumbrances, other than those permitted under Ontario Regulation 345/ 22, which shall be shown on the final accepted drawings, to the satisfaction of the Director of Planning and Urban Design, upon registration of the plan of subdivision or other agreed upon time set out in the accepted Phasing Plan.

13.3 If Block B 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 within Block B at the time that Phase 1A is completed.

13.4 The Owner shall agree in the subdivision agreement to provide a letter of credit, in an amount to be determined by the Director of Planning and Urban Design, to secure the Owner's obligation to the City to undertake necessary base park development works, described in conditions 14.3.

13.5 The Owner shall post approved copies of the Conceptual Park Design for the Block B in all sales offices for dwelling units within the draft plan of subdivision.

13.6 Prior to release for registration, the Owner shall submit the specifications of the proposed stormwater management tank, and associated systems, pertaining to

underground infrastructure within Block B, to the satisfaction of the Director of Engineering.

- 13.7 The Owner shall agree in the subdivision agreement to design and construct any stormwater management tank, and associated systems, to the same specifications as approved by the Director of Engineering. Should the Owner not provide a satisfactory system at the time of municipal assumption, the Owner shall make a payment amount pursuant to the City's Alternative Infrastructure Policy ("AIP") to address additional costs of maintenance as a result of maintenance and lifecycle replacement requirements of underground infrastructure within Block B.

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 Prior to registration, the Owner shall submit a conceptual parks design, grading, servicing and survey plans for all park blocks, to the satisfaction of the Director of Planning and Urban Design.
- 14.3 The Owner shall agree in the Subdivision Agreement to implement the following grading, servicing, and utility improvements on Block B in accordance with accepted drawings, prior to conveyance to the City:
- a. A 150 mm water main connection, MW15 valve chamber and all appropriate appurtenances, installed to service Block B in a location and in a manner to the satisfaction of the Director of Planning and Urban Design;
 - b. An electrical feed for a 200 ampere, 110 volt service installed at a location and in a manner to the satisfaction of the Director of Planning and Urban Design;
 - c. A storm water connection (minimum 300mm) to the park block and park storm drainage system incorporating a catch basin/manhole at the low end of the park block and for each additional drainage area, installed at a location and in a manner to the satisfaction of the Director of Planning and Urban Design;
 - d. A sanitary line (minimum 200mm) installed at a location and in a manner to the satisfaction of the City's Director of Planning and Urban Design and terminating in a manhole near the property line of Block B at an elevation flush with surrounding adjacent grades; e)
 - e. That Block B and lands within 1.5 metres of the park boundaries shall be maintained free of stockpiles and debris until base park development construction, as described in this section, commences; f)
 - f. Boulevards and lands immediately abutting Block B shall be restored to

- the satisfaction of the City's Director of Planning and Urban Design;
- g. Rough graded using clean non-organic fill to minus 300mm (+50mm tolerance) from the approved engineered grading plans and certified by the Consulting Engineer, in accordance with City standards.
 - h. Grade to be certified from Consulting Engineer as engineered, debris free, non-organic, compacted to 95% SPD and shall be accompanied by the Consulting Engineer's seal which has been signed and dated by them along with an electronic CAD drawing file which supports the certification of grades minus 300mm (+50mm tolerance) below engineer grading plans. Plans shall show spot elevations on a 10m x 10m grid, contours at 0.5m contour intervals, as well as perimeter grades which match engineered grading plans. Should any issues arise during park construction with regards to the structural capacity of the sub-soil or presence of topsoil fill, debris, etc., and additional works are required to ensure that the park can be built to City standards, the Owner shall, at the direction of the City's Director of Planning and Urban Design undertake such as additional work as required;
 - i. Protect all park monuments and re-monument monuments, following park grading, top soiling, and seeding, and prior to beginning of the park Maintenance Period;
 - j. Prior to placement of topsoil on the park block, provide topsoil testing identifying at a minimum levels of nitrogen, phosphorus, potassium, micro nutrients, atrazine, and any contaminants and its textural class and organic content (minimum 4%) to the satisfaction to the Director of Planning and Urban Design;
 - k. Provide and install topsoil covering the park block(s) to a depth of 300mm (+50 mm tolerance) and spread grass seed to satisfaction of the Director of Planning and Urban Design;
 - l. Geotechnical report completed by a qualified professional (QP) confirming suitable parkland soil requirements, bearing capacity of subsoil, and their textural class, with a bore hole log report including a minimum of four (4) boreholes per acre, to the satisfaction to the Director of Planning and Urban Design. Should the results of the existing sub soils not meet suitable park land soil requirements the Owner shall, at the direction of the City's Director of Planning and Urban Design, excavate and remove soils to an appropriate depths and supply and install suitable soils at the Owners expense;
 - m. Temporary fence around entire park at property line, complete with construction gate, in accordance with OPSD 971.101;
 - n. Boulevards and lands immediately abutting Block B shall be restored to the satisfaction of the City's Director of Planning and Urban Design;
 - o. Manage light trespass from private lights and eliminate light trespass from adjacent street lights, through use of adjustable shielding;
 - p. A structural assessment report and as-built inspection prepared by a qualified professional engineer, prior to execution of the subdivision agreement, confirming the load bearing capacity of parkland above any underground structure and assessing the limitations of future park programming, construction of park structures or facilities above or

around the underground structures;

- q. Base parkland as-built survey (AutoCAD format) completed by an Ontario Land Surveyor that is to the satisfaction of Director of Planning and Urban Design;

14.4 The Owner agrees and acknowledges and agrees in the subdivision agreement that the foregoing park components set out in Clause 14.3 above are not eligible for credit against development charges.

14.5 The Owner acknowledges and agrees in the subdivision agreement that stockpiles or storage of construction materials are not permitted on lands conveyed or to be conveyed for park purposes unless the Owner has entered a Licensing Agreement, or where a request has been approved in writing by the Director of Planning and Urban Design.

15. Landscape Works

15.1 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 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;

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;

- b. Wind mitigation measures as required for Block B; and,
- c. Any other landscaping as determined by the reports and plans listed within Schedule A to the Draft Plan Conditions.

15.2 The Owner shall construct all landscaping referred to in condition 15.1 in accordance with the approved plans at no cost to the City.

15.3 The Owner shall not permit their builders to charge home purchasers for the items listed in condition 15.1.

15.4 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.”

16. Financial

- 16.1 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, as outlined in the reports/ studies and plans listed in Schedule A to the Draft Plan Conditions.

17. Development Charges

- 17.1 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.

18. Heritage

- 18.1 The Owner covenants and agrees to obtain a partial demolition permit to relocate and retain the Munshaw House, known municipally as 10 Ruggles Avenue (the “Heritage Building”), at a temporary location (10 Cedar Avenue, Thornhill) prior to its relocation to its permanent location as per Section 1.2.c of the Heritage Agreement signed by ‘10 Ruggles Ave. Developments Inc.’, dated January 30, 2014 (the “Heritage Agreement”) or a location mutually agreed to by the City and Owner after obtaining the recommendations of the Heritage Impact Assessment as per 18.4 a).

- 18.2 The Owner covenants and agrees to protect and conserve the Heritage Building at its various locations as per Section 1.2.d of the Heritage Agreement and ensure that the Heritage Building complies with the Keep Markham Beautiful By-law including Section 8 which addresses the appropriate treatment of Vacant Heritage Buildings.
- 18.3 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;
- 18.4 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. to provide a scoped Heritage Impact Assessment to address the permanent location for the Heritage Building;
 - b. to provide at its expense a legal description of the lot or block associated with the Heritage Building to facilitate the registration of the designation by-law and Heritage Easement Agreement;
 - c. to permit the amendment of the existing designation by-law (2014-20) currently protecting the property under Part IV of the Ontario Heritage Act and address any necessary revisions to the by-law including the legal description for the temporary location and the permanent location;
 - d. to provide a \$250,000 Letter of Credit for the Heritage Building to ensure the preservation of the existing building during and after relocation at its temporary location and permanent location. The financial security shall be retained for use by the City and shall not be released until the following has been addressed:
 - construction and grading on the final location lands and adjacent lots, and roads have been completed to the satisfaction of the City (Commissioner of Development Services),
 - the Heritage Building has been connected to municipal services,
 - the exterior restoration of the Heritage Building is complete,
 - the Heritage Building meets the basic standards of occupancy as confirmed by the Building Standards Department, and
 - all other heritage requirements of the Subdivision Agreement have been completed.
- 18.5 The owner shall covenant and agree in the Subdivision Agreement to preserve the Heritage Building through the following means:
- a. to enter a Heritage Easement Agreement as per the Heritage Agreement;
 - b. to provide Heritage Staff with annual photographic evidence of a yearly inspection to ensure that the Munshaw House is stable, being maintained and not deteriorating, and that it complies with the Keep Markham Beautiful By-law;
 - c. to obtain a Major Heritage Permit addressing the Heritage Building at its permanent location containing details on the plan such as driveway/parking, grading, connections to municipal services, and detailed elevations reflecting the proposed Conservation Plan, any

additions and alterations, and any proposed additional buildings. The Conservation Plan is to be, prepared by a qualified architect with demonstrated experience in heritage restoration projects;

- d. 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. Implementation of the Conservation Plan shall be secured through the \$250,000 Letter of Credit as mentioned in clause 18.4 (d);
- e. 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;
- f. 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.

18.6 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, three interpretative baked enamel plaques. For the Heritage Building, one in the park in the general vicinity of the building's original location and one at the final location of the house. For historic Langstaff, a plaque commemorating the early 20th century history of the Langstaff community to be place in a location in the Langstaff Community acceptable to the City and the Owner, which may include the park. The plaques are to be designed according to the specifications of the "Markham Remembered" program. 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 of Markham. Any proposed additions or alterations to the building or property shall be subject to review and approval of plans by the City."

18.7 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 18.6, inclusive, have been satisfied.

19. York Region

Conditions/Clauses to Be Included in the Subdivision Agreement

19.1 The Owner shall agree that any direct connection(s) to and/or the crossing(s) of a York Region water or wastewater system requires regional approval prior to construction. Engineering drawings showing details of the connection(s) and/or crossing(s) shall be submitted to Community Planning and Development Services

and to Infrastructure Asset Management for review and approval.

- 19.2 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.
- 19.3 The Owner shall agree that the proposed temporary interim sanitary outlet to the Region's 600mm diameter Pomona Creek Sewer for Block A development within the Bridge Station Subdivision – West shall be designed and installed to the satisfaction of the Region.
- 19.4 The Owner shall agree that the ultimate sanitary servicing strategy and water servicing details for the entire Bridge Station subdivision has to be designed to the satisfaction of the Region and the City under Phase 1A of the Bridge Station West subdivision.
- 19.5 The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
- 19.6 The Owner shall agree to implement the improvements recommended in the Transportation Study, to the satisfaction of the Region.
- 19.7 The Owner shall agree that appropriate Site Plan/Engineering approvals from the Region are 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

- 19.8 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:
 - 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.
 - 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.
- 19.9 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.
- 19.10 The sanitary servicing strategy and water servicing details for the lands identified on Ontario Regulation 345/22 and associated Map No. 302 shall be finalized to the satisfaction of the Region.
- 19.11 The ultimate sanitary servicing strategy and water servicing details for the overall

Bridge Station West lands shall be finalized to the satisfaction of the Region.

- 19.12 The Functional Servicing Report for Phase 1A-Block W03 shall be revised to conform to the approved Master Functional Servicing for Bridge Station TOC.
- 19.13 The design related to the relocation of the Region's existing trunk sewer in the vicinity of the site shall be completed to the satisfaction of the Region.
- 19.14 Concurrent with the submission of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings, for any works on the Regional Infrastructure, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
- a. Subdivision Grading and Servicing;
 - b. York Region Sanitary Sewer Relocation Designs;
 - c. York Region Watermain Relocation and Proposed City Watermain Connection(s) Designs;
 - d. Construction Access Design;
 - e. Signalization and Illumination Designs;
 - f. Line Painting;
 - g. Traffic Control/Management Plans;
 - h. Erosion and Siltation Control Plans;
 - i. Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
 - j. Functional Servicing Report (water, sanitary and storm services);
 - k. Water supply and distribution report;
 - l. Engineering drawings showing plan and profile views of proposed works related to connections to or crossing of Regional watermain or sewer, including the following, as applicable:
 - Disinfection Plan
 - MOECC Form 1- Record of Watermains Authorized as a Future Alteration;
 - m. Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
- 19.15 The Owner shall provide drawings and forms for the proposed York Region infrastructure for the MECP ECA application to Development Engineering, Attention: Mrs. Eva Pulnicki, P.Eng.
- 19.16 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 19.17 The applicant shall provide a revised draft plan of subdivision to address the comments provided, to the satisfaction of the Region.
- 19.18 The applicant shall provide a Transportation Memorandum summarizing the strategy to implement the recommendations contained in the June 7, 2022 Transportation Study prepared by WSP and listed in Schedule A to the Draft Plan Conditions.

19.19 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.

19.20 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.

20. Metrolinx

20.1 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 (on-grade, 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 requirement of those utility providers (including natural gas, hydro, and telecommunications service providers) that will conduct works specification manuals, where applicable, of the utility providers as well as potential Metrolinx transit infrastructure.

20.2 The Owner shall at its own costs, 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.

20.3 It shall be noted that the Alectra overhead (OH) lines running along Langstaff Road East will be supplying electrical power to the tunnel boring machines, as such, should there be a need to relocate, upgrade, or modify the existing condition of the Alectra OH lines, the Owner shall coordinate that with Alectra and Metrolinx and to provide a mitigation plan that ensure there are no disruptions to the YNSE Project.

20.4 The Owner shall construct Street A/South Boulevard from Yonge Street to Ruggles Avenue by the end of 2026, including of all utilities, retaining walls, culvert connections, and treatment for grade difference (i.e. ramp) between Street A/South Boulevard and Ruggles Avenue. 5. The Owner shall construct the new culverts and storm storage facilities under the future Block B (parkland).

20.5 The Owner shall relocate utilities from Langstaff Road East (From Yonge Street) to Condo Lane A, Creek Street West, and South Boulevard, as well as install and provide functional connections to future North Boulevard.

20.6 The Owner shall at all times maintain construction traffic access from Yonge Street

to the YNSE launch shaft site and CN/heavy Rail corridor. Two lanes of traffic minimum 3.5m each allowing circulation of WB-20 trucks.

- 20.7 The Owner shall acknowledge that Metrolinx is contemplating the Yonge North Subway Extension project (the “Yonge North Subway Extension”) in the vicinity of the Owner’s Land. Should the Lieutenant Governor in Council, by an Order in Council, designate the Yonge North Subway Extension as a transit corridor under the Building Transit Faster Act, 2020, and, if and to the extent that the Owner’s Lands are affected by the Yonge North Subway Extension, Metrolinx may therefore require the Developer to obtain any reasonably required permit(s), including those required by law from Metrolinx, and/or enter into further agreements with Metrolinx to the extent reasonably required by Metrolinx pursuant to Part II of the Building Transit Faster Act, 2020. Should such permits and/or agreements be required, as authorized by the Building Transit Faster Act, 2020, the Owner shall apply for such permit(s) from Metrolinx and/or enter into such further agreements with Metrolinx, including without limitation a Metrolinx engineering review and such agreements and/or Metrolinx engineering review may entail additional fees, to be paid by the Owner to Metrolinx.

21. Fire Department

- 21.1 The adequacy and reliability of water supplies, fire hydrant and fire department connection locations shall be subject to the review and approval of the Fire Services.
- 21.2 Principal entrances to all dwellings/units shall be located to ensure they are not more than 15m from the municipal road/street curb to the principal entrance. If exceeded a fire access is required. Principal entrance locations shall be designed to ensure they are unobstructed at all times.
- 21.3 Fire hydrants for all developments shall be spaced at intervals not exceeding 90m. The distance between a fire hydrant and fire department connection shall be designed to ensure they are not more than 45m apart and the distance between is unobstructed.
- 21.4 The Owner shall acknowledge and agree in the Subdivision Agreement that building permits will not be issued for lands in any stage of development until the Director of Building Standards has been advised by the Fire Services that there is an adequate water supply for firefighting operations and two separate, remote and unobstructed accesses is available.
- 21.5 To ensure reliability of access for Fire Services vehicles under all conditions, two full moves and unobstructed means of street access, independent of one another shall be provided into the development.

The following accesses into the subdivision shall be maintained until such time the portion of Langstaff Road East is decommissioned:

#1 – Bayview Avenue to Langstaff Road East

#2 – Yonge Street to Langstaff Road East

The following accesses into the subdivision shall be maintained once Langstaff Road is decommissioned:

#1 – Yonge Street via 8403 Yonge Street fire access route to Langstaff Road East

#2 – Yonge Street to Langstaff Road East

The Owner shall acknowledge and agree the existing gate along the fire access route at 8403 Yonge Street will be left in a locked open position, unless utilized by the daycare business, at which time daycare personnel shall monitor the closed gate for potential emergency use. When not in use by the daycare the gate shall remain in a locked open position so ensure it is readily available for use by emergency personnel.

22. Toronto and Region Conservation Authority (TRCA)

22.1 That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall provide the following:

- a. Confirmation that the Pomona Creek enclosure works have been completed in accordance with the TRCA's requirements and permit approval under Ontario Regulation 166/06, as amended;
- b. A final Functional Servicing and Stormwater Management Report for the subdivision to the satisfaction of TRCA, including addressing any outstanding comments related to establishing stormwater management targets and criteria;
- c. Detailed engineering report and plans for the proposed development of the subject lands, and how it will comply with all related Functional Servicing and Stormwater Management Report or equivalent for the subdivision, to the satisfaction of the TRCA. This shall include:
 - i. report and plans illustrating how this drainage system will tie into surrounding drainage systems, storm water management techniques which may be required to control minor or major flows, and confirmation with respect to how quality, quantity, erosion control and water balance criteria have been achieved in accordance with the approved Functional Servicing and Stormwater Management Report for the subdivision;
 - ii. 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;
- d. A hydrogeological assessment to the satisfaction of the TRCA. The report shall 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.

- 22.2 That the applicant agrees to not seek any building permits for any structures within Blocks A or C of this plan of subdivision until such time that the Pomona Creek enclosure works have been approved and completed to the satisfaction of TRCA, or suitable alternative arrangements have been made with TRCA and the City of Markham.
- 22.3 That the applicant obtain all necessary permits from the TRCA pursuant to Ontario Regulation 166/06, as superseded, for works on the subject property, as determined by TRCA.
- 22.4 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 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. 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.
- 22.5 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.
- 22.6 That the applicant provides the following items to TRCA at the time a request for clearance of subdivision conditions is made for registration purposes:
- a. a comprehensive letter outlining how each TRCA condition has been fulfilled;
 - b. copy of the approved Conditions of Draft Approval;
 - c. a copy of the Draft M-Plan (signed);
 - d. a copy of the Executed Subdivision Agreement;
 - e. TRCA's Clearance Fees (to be determined based on the fee schedule in effect at the time of clearance).

23. 407 ETR

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

24. Alectra Utilities

24.1 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.

25. External Clearances

25.1 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 19.1 to 19.20 have been satisfied.
- b. Metrolinx shall advise that conditions 20.1 to 20.7 have been satisfied.
- c. The Fire Department shall advise that conditions 21.1 to 21.5 have been satisfied.
- d. The TRCA shall advise that conditions 22.1 to 22.6 have been satisfied.
- e. 407 ETR shall advise that Condition 23.1 has been satisfied.
- f. Alectra Utilities shall advise that Conditions 24 has been satisfied.

ISSUED: June XX, 2023

Stephen Lue, Senior Manager, Planning and Urban Design

Attachments: Schedule A: Existing Reports

Schedule A – Existing Reports

Report Name	Prepared By	Report Revision Date
Master Functional Servicing and Stormwater Management Report – Bridge Station Master Plan West – Draft Plan of Subdivision (includes master grading and servicing plans)	Schaeffers Consulting Engineers	December 1, 2021
Bridge Station Master Plan Phase 1A - Block W03, Markham Transportation Study	WSP	December 8, 2021
Pedestrian Level Wind Study Yonge and Langstaff – Block W03	Gradient Wind	August 7, 2019
Bridge Station Master Plan – Pedestrian Level Wind Study	Gradient Wind	January 7, 2022
Langstaff Gateway West Precinct Plan – Sustainable Development Strategy	BuildAbility	October 1, 2019
Draft Plan Conditions Report Review Summary Table of design commitments prepared by Applicant	Pemberton/ Saddlebrook/ Muzzo Group	November 15, 2022