

**APPENDIX 'A'**  
**DRAFT PLAN CONDITIONS**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM (THE "CITY") TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-22011 [STATEVIEW HOMES (NAO TOWNS) INC.] (THE "OWNER"), ARE AS FOLLOWS:**

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Bousfields Inc. dated May 31, 2022, with a Surveyor's Certificate from Schaeffer Dzaldov Bennett Ltd., dated May 31, 2022, and identified as Drawing No. 22123 - 5dp.
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on XXXX, 2026, unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City.
- 1.4 The Owner covenants and agrees, as part of future site plan application for Block 1, to make satisfactory arrangements with Director of Engineering or designate, and submit technical reports, studies, and drawings, including, but not limited to, traffic studies, functional traffic designs, stormwater management reports, functional servicing reports, photometric studies and detailed engineering drawings, noise studies, etc., to support the proposed development for Block 1.
- 1.5 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.
- 1.6 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 (or site plan) and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.7 Prior to final approval of the draft plan, the Owner acknowledges and agrees to obtain required clearances from York Region and any other applicable agencies to the satisfaction of the Director of Planning and Urban Design and the Director of Engineering.

2. Tree Inventory and Tree Preservation Plans

- 2.1 The Owner covenants and agrees, prior to the execution of the Site Plan Agreement for Block 1, to 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's Streetscape Manual dated 2009, as amended from time to time.
- 2.2 The Owner covenants and agrees, prior to the execution of Site Plan Agreement for Block 1, to submit a site grading plan showing the trees to be preserved based on the approved Tree Inventory and Tree Preservation Plan, and Arborist Report prior to the issuance of a Topsoil Stripping Permit, Site Alteration Permit, or Pre-Servicing Agreement to the satisfaction of the Director of Planning and Urban Design.
- 2.3 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.
- 2.4 As a part of the Tree Inventory and Tree Preservation plan, and in accordance with the City's Streetscape Manual, the Owner covenants and agrees, prior to execution of the Site Plan Agreement for Block 1, to submit to the satisfaction of the Director of Planning and Urban Design, a tree compensation schedule detailing replacement and enhancement planting, or the replacement value, of any injured or destroyed trees.

3. Parks and Open Space

- 3.1 Prior to execution of the Site Plan Agreement for Block 1, the Owner shall covenant and agree that the lands shall be conveyed in a physical condition which is satisfactory to the City's Director of Planning and Urban Design, including, but not limited to, being free of debris, excess soil or other refuse.
- 3.2 Prior to the execution of the pre-servicing agreement or Site Plan Agreement, whichever comes first, the Owner acknowledges and agrees to provide grading, servicing and utility plans for the park block, showing sanitary, storm and water and electrical servicing connections, by a qualified person(s) for the park block, and to the satisfaction of the Director of Planning and Urban Design.
- 3.3 Prior to registration of the common element condominium or as agreed to by the City, the Owner agrees to provide the following services and utilities for each park block to the satisfaction of the Director of Planning and Urban Design:
  - a) A water main connection to the park block property line (minimum 50mm), watermain with City control valve at property line and 2 curb stops (near meter chamber). In accordance to the 50mm service a meter chamber as per Engineering Standard Drawing MW14, with the water line brought into

the chamber and capped. The valve chamber shall be designed and installed with suitable drainage, which shall include backwater valve and sump pump draining to storm sewers or gravel pit to ensure chamber can be maintained in dry condition to the satisfaction of Waterworks.

- b) A 110/240 volt, single-phase, three-wire power supply located in the park block for future use. This power supply will consist of a 3-conductor #3/0 aluminum underground cable drop located inside of the park property, three metres from the street line and one metre from the adjacent property line. The cable supply will originate from the closest single-phase pad mounted transformer and will be left coiled and attached to a 2"x4" wood stake, visible above grade.
  - c) A storm water connection (catch basin connection with minimum 200mm) and park storm drainage system, incorporating a catch basin/catch basin manhole at the low end of the park block. The outgoing pipe to be a 300mm.
  - d) A sanitary service connection (minimum 200mm) and inspection manhole;
- 3.4 Prior to registration of the common element condominium or as agreed to by the City, the Owner agrees to rough grade using clean non-organic fill, and to supply and install 300mm topsoil (soil reports to be completed and approved by the City prior to topsoil installation), sod and maintain, free of stock piles, debris, including removal of all boulders larger than 100mm, within the subdivision to the satisfaction of the Director of Planning and Urban Design. The park blocks shall be maintained by the Owner until such time as the parks have been formally assumed by the City.
- 3.5 Prior to registration of the common element condominium or as agreed to by the City, the Owner agrees that prior to placement of topsoil on the park block, topsoil testing shall be completed, 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. Should the results of the topsoil testing not meet the soil requirements of the Trees for Tomorrow Streetscape Manual, the Owner agrees to amend topsoil as required to the satisfaction of the Director of Planning and Urban Design.
- 3.6 Prior to registration of the common element condominium or as agreed to by the City, the Owner acknowledges and agrees to complete and provide a geotechnical borehole report by a qualified person for the park block, verifying the quality of the topsoil confirming bearing capacity of subsoil, and their textural class, with a bore hole log report including a minimum of two (2) boreholes per acre following completion of the rough grading of the park; to the satisfaction of the Director of Planning and Urban Design. Should the results of the 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 with soils to an appropriate depths and supply and install suitable soils at the Owners expense.

- 3.7 The Owner agrees that stockpiles or storage of construction materials are not permitted on lands conveyed or to be conveyed for park purposes unless approved in writing by the Director of Planning and Urban Design.

#### 4. Landscape Works

- 4.1 Prior to execution of the Site Plan Agreement for Block 1, the Owner shall submit landscape plans based on the approved design plans for all landscape/streetscape works, to the satisfaction of the Director of Planning and Urban Design, to include, but not be limited to, the following matters:

- a) Street tree planting in accordance with the City's Streetscape Manual;
- b) 1.8 m high privacy wood screen fencing as required;
- c) Noise attenuation fencing as required; and,
- d) Any other landscaping as determined by the Director of Planning and Urban Design.

- 4.2 The Owner shall covenant and agree in the Site Plan Agreement to provide a 300mm depth of topsoil in the entire municipal boulevard including a continuous planting trench to appropriately plant boulevard trees, and to submit a soil report demonstrating compliance with the City's Streetscape Manual to the satisfaction of the City's Director of Planning and Urban Design.

- 4.3 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.

- 4.4 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 4.1.

- 4.5 The Owner shall include in all agreements of purchase and sale the following clause:

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

- **STREET TREES (TREES PLANTED IN THE CITY BOULEVARD Or IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS to meet 4.1a)**
- **CORNER LOT FENCING**

- REAR LOT LINE 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 SCHOOL, PARK, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES
- SUBDIVISION ENTRY FEATURES AND 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.”

5. Parkland Dedication

- 5.1 The Owner shall convey, at the time of Site Plan Agreement, the park block with a minimum size of 0.298 ha to the City for park purposes, free of all costs and physical and title encumbrances, in a physical condition satisfactory to the Director of Planning and Urban Design.

6. Financial

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

7. Heritage

- 7.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owner shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City (Director of Planning and Urban Design) and the Ministry of Tourism, Culture and Sport. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a letter from the Ministry of Tourism, Culture and Sport to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 7.2 The Owner shall covenant and agree in the Subdivision Agreement to implement any measures recommended by the archaeological assessment, to

the satisfaction of the City and the Ministry of Tourism, Culture and Sport.

8. Other City Requirements

- 8.1 The Owner shall covenant and agree in the Subdivision Agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- a) the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
  - b) the City's zoning by-law restricts the width of the driveway, this width does not allow two cars to park side by side; and,
  - c) overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City.
- 8.2 The Owner covenants and agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per residence so that each purchaser may participate in the City's waste diversion program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials are deposited in each home on or before the date of closing.
- 8.3 The Owner covenants and agrees to contact the City at least four (4) weeks prior to unit occupancy to arrange an appointment time in which the recycling containers, green bins, kitchen collectors and educational materials are to be collected by the Owner.
- 8.4 The Owner covenants and agrees to pay to the City the cost for recycling containers, green bins and kitchen collectors and to provide said recycling containers, green bins and kitchen collectors to purchasers at the same cost as paid to the City.
- 8.5 The Owner covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the City's engineering design standards. The Owner agrees that at times when the above defined access cannot be provided, the Owner shall be responsible for moving all residential waste, recyclables and organics from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the City.

9. York Region

Clauses to be Included in the Subdivision Agreement

- 9.1 The Owner shall agree to save harmless the City and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 9.2 The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services in this development. The Owner/consultant is to contact York Region Transit (“YRT”) Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
- 9.3 The Owner shall agree that the proposed development will connect to both McCowan Road and 14th Avenue. Access will not be isolated to any one access for any part of the proposed development.
- 9.4 The Owner shall agree to include the following clause in the Subdivision Agreement and subsequent Site Plan, Purchase and Sale Agreements, Tenant/Lease Agreements, Condominium and Declaration of Condominium Agreements:
- “THE OWNER COVENANTS AND AGREES TO ADVISE POTENTIAL PURCHASERS, IN ALL AGREEMENTS OF PURCHASE AND SALE, LEASE AND TENANT AGREEMENTS, SITE PLAN AGREEMENTS, CONDOMINIUM AGREEMENTS AND DECLARATION OF CONDOMINIUM AGREEMENTS, THAT THE ACCESS TO 14TH AVENUE WILL BE RESTRICTED TO RIGHT-IN/RIGHT-OUT MOVEMENTS ONLY, AT THE SOLE DISCRETION OF THE REGION.”*
- 9.5 The Owner shall agree where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region right-of-way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the area municipality. Failure to maintain these landscape features to York Region’s satisfaction will result in the area municipality incurring the cost of maintenance and/or removal undertaken by the Region.
- 9.6 The Owner shall implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
- 9.7 The Owner shall agree that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.

- 98 The following warning clause shall be included with respect to the lots or blocks affected:

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

- 99 Where noise attenuation features about a York Region Right-Of-Way, the Owner shall agree in wording satisfactory to York region's Development Engineering, as follows:

- a) That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
- b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence
- c) That maintenance of the noise barriers and fences bordering on York Region right-of-ways shall not be the responsibility of York Region.

- 9.10 The Owner shall agree, in the wording satisfactory to Development Engineering, that the Owner will be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

#### Conditions to be Satisfied Prior to Final Approval

- 9.11 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 9.12 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) A copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof
  - b) A copy of an email confirmation by a City of Markham staff member stating



that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.

- 9.13 The Owner shall provide an electronic set of 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.
- 9.14 The Owners shall provide a Transportation Study to the satisfaction of the Region.
- 9.15 The Owner shall demonstrate that access to 14<sup>th</sup> Avenue will be restricted with the extension of the median on 14<sup>th</sup> Avenue, to the satisfaction of the Region.
- 9.16 The draft plan of subdivision shall be updated to provide daylight triangles at the proposed access to 14<sup>th</sup> Avenue to the satisfaction of the Region.
- 9.17 The Owner shall provide a preliminary design and acknowledgement demonstrating the improvements that will be made to the westbound right-turn lane, to the satisfaction of the Region.
- 9.18 The Owner shall have prepared by a qualified professional transportation consultant, a functional transportation report/plan outlining the required road improvements for this subdivision. The report/plan submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 9.19 Concurrent with the submission of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
  - a) Plan and Profile for the York Region road and intersections;
  - b) Grading and Servicing;
  - c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
  - d) Construction Access Design;
  - e) Utility and Underground Services Location Plans;
  - f) Signalization and Illumination Designs;
  - g) Line Paintings;
  - h) Traffic Control/Management Plans;
  - i) Erosion and Siltation Control Plans;
  - j) Landscaping Plans, including tree preservation, relocation and removals;
  - k) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
  - l) Functional Servicing Report (water, sanitary and storm services);
  - m) Water supply and distribution report;
  - n) Transportation Study

- o) 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:
    - i. Disinfection Plan
    - ii. MOECC Form 1- Record of Watermains Authorized as a Future Alteration;
  - p) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
- 9.20 The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region right-of-way. Only those works located in their ultimate location based on the next planning upgrade for this right-of-way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
- 9.21 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Engineering drawings (stamped and signed by a professional engineer), and MECP forms together with any supporting information shall be submitted to City of Markham for the MECP ECA application.
- 9.22 The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
- 9.23 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
- 9.24 The Owner shall demonstrate, to the satisfaction of Development Engineering that the streetline elevations shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
- 9.25 The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation / Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region Right-Of-Way to be removed, preserved or relocated. The report / plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
- 9.26 The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of-Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree

Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.

- 9.27 The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering and recommending noise attenuation features.
- 9.28 The Region requires the Owner submit a Phase One Environmental Site Assessment (“ESA”) in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended (“O. Reg. 153/04”). The Phase One ESA must be for the Owner’s property that is the subject of the application and include the lands to be conveyed to the Region (the “Conveyance Lands”). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region’s standard format and/or contain terms and conditions satisfactory to the Region.

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

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

- 9.29 Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
- a) A basic 43 metre right-of-way for this section of 14th Avenue. As such, all municipal setbacks shall be referenced from a point 21.5 metres from the centreline of construction on 14th Avenue and any additional lands required for turn lanes at intersections;
  - b) a widening across the full frontage of the site where it abuts 14th Avenue of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of 14th Avenue;
  - c) a 5.0 metre by 5.0 metre daylight triangle at the 14th Avenue right-in/right-out driveway; and,
  - d) any additional widenings required to establish a 15 metre by 15 metre daylight triangle in the north-west corner of the intersection of 14th Ave and McCowan Road, measured from the widened limit of 14th Avenue.
- 9.30 The Owner provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
- 9.31 The intersections of any driveway to both McCowan Road and 14th Avenue shall be designed to the satisfaction of Development Engineering with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by Development Engineering.
- 9.32 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's right-of-way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
- 9.33 The Owner shall provide an executed copy of the subdivision agreement with the local municipality to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 9.34 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.

9.35 The Regional Corporate Services Department shall advise that Conditions 9.1 to 9.34 inclusive, have been satisfied.

10. Ministry of Natural Resources ("MNR")

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

11. Enbridge Gas Distribution

11.1 The Owner shall covenant and agree in the Subdivision Agreement to comply with the following conditions:

- a) To contact Enbridge Gas Inc.'s Customer Connections department by emailing [SalesArea30@Enbridge.com](mailto:SalesArea30@Enbridge.com) to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.
- b) In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost. The applicant will contact Enbridge Gas Inc.'s Customer Connections department by emailing [SalesArea30@Enbridge.com](mailto:SalesArea30@Enbridge.com) prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.

12. Canada Post

12.1 The Owner shall covenant and agree in the Subdivision Agreement to comply with the following conditions:

- a) The Owner/Developer agrees to include on all purchases and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
- b) The Owner/Developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.

- c) The Owner/Developer will consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on the appropriate servicing plans.
- d) The Owner/ Developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
  - an appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on;
  - any required walkway across the boulevard; and
  - any required curb depressions for wheelchair access.

122 The Owner/Developer further agrees to determine and provide a suitable temporary Community Mailbox(s) location(s) which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.

123 The Owner/Developer further agrees to provide Canada Post at least 60 days notice prior to the confirmed first occupancy date to allow for the Community Mailboxes to be ordered and installed at the temporary location.

### 13. Bell Canada

13.1 The Owner shall covenant and agree in the Subdivision Agreement to comply with the following conditions:

- a) To convey any easement(s) as deemed necessary to Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- b) That should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

### 14. Rogers

14.1 The Owner shall covenant and agree in the Subdivision Agreement to comply with the following conditions:

- a) To permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the "Communications Service Providers") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.

- b) To grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
- c) The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
- d) The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

15. External Clearances

15.1 Prior 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 York Region Planning Department shall advise that Conditions 9.1 – 9.34 have been satisfied.
- b) The Ministry of Natural Resources shall advise that Condition 10.1 has been satisfied.
- c) Enbridge Gas Distribution shall advise that Condition 11.1 has been satisfied.
- d) Canada Post shall advise that Conditions 12.1 -12.3 have been satisfied.
- e) Bell Canada shall advise that Condition 13.1 has been satisfied.
- f) Rogers shall advise that Condition 14.1 has been satisfied.

Dated: XXXXXX

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Stephen Lue, MCIP, RPP Senior Development Manager