

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: March 29, 2023

CASE NO(S): OLT-22-003330
(Formerly PL190476)

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant: Aryeh Construction Limited
Subject: Application to amend Zoning By-law – Refusal or neglect to make a decision
Purpose: To permit an amendment to the site-specific zoning by-law for the purpose of increasing the height of both residential towers from 19-storeys to 39-storeys and to decrease the height of the podium by one-storey
Property Address: 8293 and 8303 Warden Avenue
Municipality: City of Markham
Municipal File No.: PLAN 19 124607
OLT Case No.: OLT-22-003330
Legacy Case No.: PL190476
OLT Lead Case No.: OLT-22-003330
Legacy Lead Case No.: PL190476
OLTT Case Name: Aryeh Construction Limited v. Markham (City)

Heard: October 24, 2022 by video hearing

APPEARANCES:

Parties

Aryeh Construction Limited

City of Markham

Counsel*/Representative

Jennifer Meader*

Andrew Baker*
Victoria Chai*
Maggie Cheung-Madar*
Pitman Patterson* (*in absentia*)

Unionville Ratepayers Association Peter Miasek

Markham Centre Landowners Jason Park*
Group

**MEMORANDUM OF ORAL DECISION DELIVERED BY S. BOBKA ON OCTOBER
24, 2022 AND ORDER OF THE TRIBUNAL**

INTRODUCTION

[1] This matter involves a settlement hearing for an appeal by Aryeh Construction Limited (“Appellant”) pursuant to s. 34(11) of the *Planning Act* (“Act”) for the failure of the City of Markham (“City”) to make a decision within the statutory timeframes on a Zoning By-law Amendment (“ZBA”) for the properties municipally known as 8293 & 8303 Warden Avenue (“Subject Property”).

[2] The current development approvals for the Subject Property were provided by an Ontario Municipal Board Order in 2012. The proposal now seeks to amend Zoning By-law No. 2004-196, as amended (“ZBL”), to permit the increase in height of both residential towers from 19-storeys to 45-storeys for the north tower and from 19-storeys to 42-storeys for the south tower, to decrease the height of the podium by one storey to 8-storeys and to increase the number of units by 303 units.

[3] In addition to the statutory Parties, two additional Parties, the Unionville Ratepayers Association (“Ratepayers”) and the Markham Centre Landowners Group (“MCLOG”) were previously granted status and attended the settlement hearing.

[4] The Tribunal was advised that the settlement of the ZBA led to changes in the Draft Plan of Subdivision (“Draft Plan”) and associated Revised Conditions to the proposed Draft Plan (“Revised Conditions”). The Tribunal heard submissions from the Parties that the Draft Plan and Revised Conditions were within its jurisdiction and that all parties with an interest in that matter were well aware of the changes to the Draft Plan and Revised Conditions, as it had been discussed at the last Case Management

Conference for the ZBA (in July 2022). The Tribunal was satisfied that the Draft Plan and Revised Conditions remain within its jurisdiction through case file PL090996; within that Order, the Tribunal ordered that “if any changes are required to be made to the draft plan, the Tribunal may be spoken to.” The Tribunal determined that it would be appropriate and efficient to hear the matters together as permitted under Rules 16.1 and 16.3 of the OLT’s *Rules of Practice and Procedure*.

[5] Counsel for the MCLOG requested that the Tribunal acknowledge that there are Minutes of Settlement (“MOS”), dated June 29, 2022, between the Appellant and the MCLOG.

SUBJECT PROPERTY

[6] The Subject Property has an area of 1.86 hectares (“ha”) and is located on the east side of Warden Avenue, south of Highway No. 7, in the Centre North Precinct of the Markham Centre planning district. It is identified as Part of Lot 10, Concession 5, in the City.

LEGISLATIVE TESTS

[7] In making a decision on the ZBA before it, the Tribunal must be satisfied that it is consistent with the Provincial Policy Statement (“PPS”) and that it conforms to the applicable Official Plans (in this case the York Region Official Plan [“ROP”] and the Markham Official Plan [“OP”]). In addition, the Tribunal must have regard to the matters of provincial interest in s. 2 of the Act and, in general, regard for the related decisions of the municipality, and be satisfied that the proposed ZBA represents good planning and is in the public interest.

[8] In considering a draft plan of subdivision, the Tribunal shall have regard to the criteria set out in s. 51(24) of the Act and be satisfied that the proposal is consistent with the PPS and conforms to *A Place to Grow: Growth Plan for the Greater Golden*

Horseshoe (“GP”). Pursuant to s. 51(25) of the Act, the Tribunal may also consider and impose conditions that are determined to be reasonable, having regard to the nature of the proposed subdivision.

HEARING

[9] The Tribunal received and marked the following:

- Exhibit 1: Affidavit of Service (previously marked)
- Exhibit 2: Affidavit of Peter Swinton
- Exhibit 3: Draft Order – October 23, 2022

[10] To support the proposal, the sole witness called was Peter Swinton, a land use planner who, upon review of his *Curriculum Vitae* and Acknowledgement of Expert’s Duty form, was qualified by the Tribunal to provide opinion evidence in land use planning.

BACKGROUND

[11] Mr. Swinton provided the Tribunal with a thorough overview of the proposal. He noted that the:

Existing Permissions allow for the development of two 19-storey towers including podiums of 9 and 10 storeys, which altogether would contain a total of 530 units. The development is permitted to occur on the southern portion of the Aryeh Lands. An approved driveway directly from the Aryeh Lands to the proposed road network would allow full moves access to the residential development. Three blocks of the Aryeh Lands will be dedicated to the City for parkland purposes, including the entire block north of a new public road, which is Block A on the Draft Plan [shown in Attachment ‘B’ to this Decision]. Blocks E and F will be strata parkland, with privately-owned parking structures below grade. The total amount of land to be dedicated for parkland purposes is 2.05 acres (0.83 hectares). A right-of-way is to be created through the Draft Plan to connect Clegg Road to the west, to Rougeside Promenade to the east....” (Exhibit 2, paragraph 6)

[12] In the application to the City on June 17, 2019, Aryeh submitted the ZBA to:

- a. increase the density to 833 residential dwelling units;
- b. increase the tower heights to 39 storeys (130 metres ["m"]);
- c. increase the podium height to 35 m, even though the podium was reduced to 9 storeys; and
- d. remove the 238.0 m Geodetic Survey of Canada ("GSC") restriction, to allow the increased tower height.

[13] The settlement before the Tribunal now accounts for an increase in density (from 530 to 833 units) as identified in the ZBA and Proposed Massing Sketch (both found in Exhibit 2) and a lowering and widening of the podium to 8 storeys. This will ensure that all above grade parking within the podium will be surrounded by residential units and will not be visible from adjacent streets or parkland. As a result, the greater length of podium will have a setback of 1 m from Block F.

[14] As the podium height was lowered and the City requested that the heights of the two towers be varied, the towers have been increased to 45 storeys for the north tower and 42 storeys for the south tower. Despite these changes in massing, Mr. Swinton clarified that the increase of 303 units remains the same as in the June 17, 2019, ZBA application, resulting in a total of 833 units.

[15] The City also asked that the development site and strata park areas be shifted to the north and the Regional Municipality of York ("Region") requested a road widening increase from the 2012 proposal (21.3 m) to the current 21.5 m. This resulted in an update to the Draft Plan (dated October 13, 2022, and included as Attachment "B" to this Decision.) The change in road widening reduced the park dedication to Block A by approximately 0.001 ha, which was added to Block F keeping the land dedication whole. To address the shift and potential timing changes to the road dedications, changes to the Revised Conditions (found in Attachment "C" to this Decision) are also being requested.

[16] Also at the City's request, there will be commercial space with a minimum gross floor area of 195 square metres ("sq m") on the ground floor adjacent to Rougeside Promenade.

EVIDENCE

[17] It was Mr. Swinton's opinion that the

settlement before the Tribunal represents a collaborative effort between the City and Aryeh to achieve the objectives of both parties. The settlement and associated ZBA ... Draft Plan and DPCs [Revised Conditions] represent good planning and should be approved. (Exhibit 2, paragraph 50)

[18] Mr. Swinton testified that the proposal has appropriate regard for matters of provincial interest per s.2 of the Act. He specified that:

- a. there are no natural features that would be negatively impacted;
- b. the Subject Property is within the Built-up Area and does not contain any agricultural resources;
- c. no known natural or mineral resources exist on the Subject Property;
- d. the proposal conserves features of architectural and cultural significance;
- e. the proposal is representative of the efficient use and conservation of energy and water and the efficient use of services (including communication, transportation, sewage, water and waste management systems) and will minimize waste;
- f. the proposal contributes to the orderly development of safe and healthy communities and its design ensures accessibility for persons with disabilities;
- g. the proposal contributes to a range of housing;
- h. the proposal has been designed to be sustainable, public transit supportive and pedestrian-oriented; and

- i. the proposal promotes a well-designed built form which encourages a sense of place while providing high quality, safe, accessible and vibrant public spaces.

[19] It was Mr. Swinton's opinion that the proposal is consistent with the PPS, specifically policies: 1.1.1 e), 1.1.2, 1.1.3.1 through 1.1.3.7, 1.4.1, 1.4.3, 1.6.1, 1.6.7.4, and 1.7.1. He stated that increasing the density:

- a. improves the cost effectiveness of the development;
- b. assists in the achievement of a desired mix of land uses;
- c. makes efficient use of lands within a Designated Growth Area;
- d. ensures that resources (such as transit and energy) are used efficiently;
- e. assists the City in meeting or exceeding the minimum standards set out in the GP and the ROP;
- f. aligns with the phasing strategy for Markham Centre, facilitating the completion of Rouge Side Promenade, an important east/west collector for the area;
- g. supports the higher order bus rapid transit system;
- h. supports active transit and public service infrastructure; and
- i. assists in the achievement of a range and mix of housing types and densities.

[20] The GP identifies Markham Centre as an Urban Growth Centre. Mr. Swinton opined that increasing the density from 530 units (approved in 2012) to the current 833 units, provides a 57% increase which will help to meet the increased intensification objectives of the GP. He spoke to specific policies 1.2.1, 2.2.1.2, 2.2.1.3, 2.2.1.4, 2.2.2.3, 2.2.6.2 and 2.2.6.3 which promote intensification that meets the definition of 'Complete Communities', stating that the proposal is well-situated (near parks, a school and the Rouge Valley) for residential development. Mr. Swinton also noted that the proposal "maintains its street and park friendly relationships, supports transit infrastructure in the area, and fits within the definition of Compact Built Form." Finally,

he opined that by increasing the number of smaller market units, the proposal helps to improve housing affordability (per s. 2.2.6) through intensification and density targets as well as the diversification of housing stock.

[21] It was Mr. Swinton's opinion that the proposal conforms with the ROP, including specific policies 3.1.3, 3.2.3, 3.5.3, 3.5.7, 5.2.3, 5.2.4, 5.2.5, 5.2.8, 5.2.10, 5.3.1, 5.3.3 through 5.3.6, 5.4.1 through 5.4.7, 5.4.19, 5.4.20 and 5.4.23. He stated that:

- a. the proposal complies with all parking standards;
- b. the strata park blocks will be well-designed public spaces;
- c. the scale of the proposal is consistent with nearby development and respects the transition to the heights intended along Highway 7;
- d. the increase in density will help with the supply of housing within a Regional Centre;
- e. the proposal fits with the intended uses for Markham Centre and the nearby Major Transit Station Area; and
- f. the proposal is responsive to the ROP's desire that the most growth should occur in Regional Centres.

[22] Mr. Swinton explained that the Subject Property is subject to the Markham Centre Secondary Plan, OPA 21 ("Secondary Plan"). It was his opinion that the proposal conforms with the Secondary Plan and does not require an Official Plan Amendment. He referenced specific policies including:

- a. policy 3.2.1.3 that refers to height;
- b. policy 3.10 that refers to Heritage Conservation; and
- c. policies 4.1.3, 4.3.2.1 and 4.3.2.3 which refer to densities.

[23] Mr. Swinton clarified that the new OP approved by City Council in 2014 was subject to appeal, in part, at the time of the Appellant's application in 2019. That OP designated the Subject Property as 'Mixed Use High Rise'. Mr. Swinton noted that the

City “has confirmed that heights and densities within this designation are superseded by the Secondary Plan ... and no OPAs to the new OP were required” of the Appellant for their application filed after 2014. It was his opinion that the proposal was in conformity with the OP.

[24] Mr. Swinton opined that the Draft Plan:

has appropriate regard to the health, safety, convenience, accessibility for persons with disabilities, welfare of the present and future inhabitants of the City, and all applicable criteria in section 51(24) of the *Planning Act*. The DPCs [Revised Conditions] are reasonable and will allow for the implementation of the ... Draft Plan.” (Exhibit 2, paragraph 49)

Throughout his evidence, Mr. Swinton explained that the proposal had regard specifically for s. 51(24) (a) – (d) and (h) – (l). Regarding the Revised Conditions, Mr. Swinton testified that the Revised Conditions were appropriate, and he noted that they reflect the City’s desire to see Block B dedicated early, as it is critical to the servicing of the proposal.

[25] It was Mr. Swinton’s overall opinion that the proposal has regard to matters of provincial interest found in s. 2 of the Act, is consistent with the PPS, conforms with the GP, ROP, OP and Secondary Plan, and represents good land use planning in the public interest.

FINDINGS

[26] The Tribunal heard uncontested evidence and submissions in support of the proposed ZBA, Draft Plan and Revised Conditions and the Tribunal accepts the uncontroverted testimony of Mr. Swinton.

[27] The Tribunal is satisfied that the proposal:

- a. is appropriately located and contributes to a 'Complete Community';
- b. will assist with the diversification, affordability and supply of housing in the City;
- c. makes efficient use of existing services and infrastructure (including transit);
- d. will assist with the achievement of intensification and density targets;
- e. features built form, height and massing that is consistent with, and appropriate for, the surrounding area; and
- f. features well-designed public spaces.

[28] The Tribunal is satisfied that regard has been had for the health, safety, convenience, accessibility for persons with disabilities and welfare of the present and future inhabitants of the municipality, that the criteria outlined in s. 51(24) have been met and the Revised Conditions are reasonable and appropriate. The Tribunal finds that the proposal is aptly located near services and infrastructure (including transit), provides much-needed, additional, diversified housing for the area in a suitable location for intensification. Further, the proposal will contribute to the orderly development of safe and healthy communities and is not premature.

[29] The Tribunal is satisfied that the proposal is consistent with the PPS and conforms to the GP, ROP, OP and Secondary Plan.

[30] The Tribunal has had regard to the matters of provincial interest in s. 2 of the Act and in general, regard for the related decisions of the municipality and is satisfied that the proposed ZBA, Draft Plan and Revised Conditions represent good planning in the public interest.

[31] As a result of the foregoing, the Tribunal will approve the settlement.

ORDER

[32] **THE TRIBUNAL ORDERS** that:

- a) The appeal is granted in part and the Zoning By-law Amendment is approved in the form attached to this Order as Attachment 'A'; the appeal is otherwise dismissed;
- b) The revisions to the Draft Plan of Subdivision are approved in the form attached to this Order as Attachment 'B';
- c) The approval of the Draft Plan of Subdivision attached as Attachment 'B' is subject to the Draft Plan Conditions attached to this Order as Attachment 'C';
- d) Pursuant to subsections 51(56.1) and 51(58) of the *Planning Act*, the City shall have the authority to clear the Draft Plan Conditions found at Attachment 'C' and to administer final approval of the Draft Plan of Subdivision found at Attachment 'B'; and
- e) The Tribunal may be spoken to if any issues arise regarding the clearing of any of the Draft Plan Conditions.

"S. Bobka"

S. BOBKA
MEMBER

Ontario Land Tribunal

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal ("Tribunal"). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

Attachment A

EXPLANATORY NOTE

BY-LAW NO. 2021 - XX

A By-law to amend By-law 2004-196, as amended by 2017-54

Aryeh Construction Limited
8293 and 8303 Warden Avenue

LANDS AFFECTED

This by-law applies to a 1.86 ha (4.6 acre) parcel of land on the east side of Warden Avenue, south of Highway 7.

EXISTING ZONING

The lands were previously *zoned*, under By-law 2004-196, as amended by 2017-54:

- Markham Centre Downtown Two *26 (Hold) - MC-D2*26 (H)
- Markham Centre Public Space One *27- MC-PS1*27

The zoning for the lands is further amended by By-law 2021-XX.

PURPOSE OF THE BY-LAW

The purpose of this by-law amendment is to incorporate the lands into the designated area of the Markham Centre Zoning By-law No. 2004-196 and *zone* them “Markham Centre Public Space One” and “Markham Centre Downtown Two” as shown on Schedule ‘A’ to the by-law, incorporating site specific *use* permissions and development standards.

EFFECT OF THE BY-LAW

The effect of this by-law amendment is to permit the majority of the property to be developed with a high density residential development. The entire area north of future Rougeside Promenade and portions of the area south of Rougeside Promenade are to be conveyed to the City of Markham as public parkland.

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Page 2

By-law 2022 – XX

A by-law to amend the Markham Centre
Zoning By-law 2004-196, as amended

THE COUNCIL OF THE CORPORATION OF THE TOWN OF MARKHAM HEREBY
ENACTS AS FOLLOWS:

1. Zoning By-law 2004-196, as amended, be and the same is hereby further amended as follows:
 - 1.1. By expanding the designated area of By-law 2004-196, as amended, to include those lands comprising Part of Lot 10, Concession 5, as more particularly outlined on Schedule 'A' hereto.
 - 1.2. By zoning the lands:
 - Markham Centre Downtown Two *26 (Hold) - MC-D2*26 (H)
 - Markham Centre Downtown Two *27 (Hold) - MC-D2*27 (H)
 - Markham Centre Public Space One - MC-PS1

As shown on Schedule 'A' attached hereto.
 - 1.3. For the purposes of this By-law, the following definitions apply:

Gross Floor Area means the aggregate of the areas of each floor of a *building* or *structure* above or below grade, measured between the exterior faces of the exterior walls of the *building* or *structure*, or where there are common walls between *uses* or *buildings* or *structures*; measured to the centre-line of a common wall. The calculation of gross floor area excludes the areas of each floor used, or designed or intended for the parking of *motor vehicles*, unless the parking of *motor vehicles* is the principal *use* of a *building* or *structure*.

Stepback means a portion of a *building* that is set back further from a *lot line* than any other portion of a *building*.
 - 1.4. By amending the following subsection 6.26 (*26) to Section 6 - Exceptions to By-law 2004-196:

6.26 MC-D2 zoned lands at the south-east corner of Warden Avenue and Rougeside Promenade.

Notwithstanding any other provisions of this By-law, the following provisions shall apply to the lands denoted by the symbol *26 (Exception 26) on the schedules to this By-law. All other provisions, unless specifically

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modified/amended by this section, continue to apply to the lands subject to this section.

6.26.1 Special Site Provisions

The following special site provisions shall apply:

- a) *Dwelling units* are permitted on any *storey*, including the first *storey*, of an *apartment building*.
- b) Special Provision (2) to Table A1 shall not apply.
- c) In the case of a *corner lot* with a daylighting triangle, the *exterior side lot line* shall be *deemed* to extend to its hypothetical point of intersection with the extension of the *front lot line* for the purposes of calculating minimum and maximum *setbacks* from *streetlines*. Notwithstanding the above, in no case shall any *building* or *structure* extend into the *public street* right of way.
- d) Awnings are permitted to extend to any *streetline* or *lot line*.
- e) Public *park* is permitted in the area zoned MC-D2*26 on Schedule L1.
- f) *Retail store*, *restaurant*, and *personal service shop uses* are the only non-residential uses permitted. Non-residential uses are only permitted on the first *storey* of the *apartment building*.

6.26.2 Special Parking Provision

The following special parking provision shall apply:

- a) The *parking space* requirement for *Apartment Dwellings* and *Multiple Dwellings* shall be as follows:

A minimum of 0.8 *parking space* per *dwelling unit* and a maximum of 1.0 *parking space* per *dwelling unit* plus 0.19 *parking space* per *dwelling unit* for visitors. The provision of additional *parking spaces* is not permitted. A maximum of 5% of the *parking spaces* required shall be located in a *surface parking area*.
- b) A minimum of 6 *parking spaces* are required for all non-residential uses up to 195 square metres.
- c) Where development of a *lot* is phased, the number of *parking spaces* provided in a *parking garage* on the *lot* during the earlier phase(s) may exceed the maximum number permitted under Section 6.15.2(a),

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provided that the total number of *parking spaces* on the *lot* shall at no time exceed the maximum number that would be permitted if all approved *dwelling units* were constructed in a single phase.

6.26.3 Special Holding Provisions

The following special holding provisions shall apply:

Holding provision H shall only be lifted on all or part of the lands shown on Schedule 'X9' hereto when all of the following criteria have been met:

- i. A subdivision agreement, and any other agreement identified as being required in that Subdivision Agreement or by *Council* has been entered into that satisfies all of the conditions of the City.
- ii. The Owner shall prepare and submit a Water Supply Analysis for residential units on the lands exceeding 530 in number, in consideration of the conclusions and suggestions identified in the Water System Analysis, prepared by HydraTek & Associates, dated May 27, 2020, to determine what is required to provide water services for the development of the lands without causing adverse impacts elsewhere in the water supply system.
- iii. The Owner shall identify the recommendations and address the necessary works to mitigate any impacts identified in the Water Supply Analysis and the deficiencies identified in the Water System Analysis, prepared by HydraTek & Associates, dated May 27, 2020.
- iv. The City shall retain a peer reviewer, at the Owner's expense, to peer review the Water Supply Analysis and mitigation recommendations as set out in paragraphs 6.26.3 ii and iii above.
- v. The Owner shall execute an agreement with the City securing the provision of, or where more than the lands benefit from the works, contribution to, water service infrastructure improvements identified by the above noted Water Supply Analysis related to the development of the lands.
- vi. Site Plan Approval has been granted by the City.
- vii. A developers' group agreement or other alternative cost sharing arrangements for required municipal infrastructure, as supported by legislation, has been entered into, to the satisfaction of the City.

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Page 5

- viii. Execution of an amendment to the existing Heritage Easement Agreement, to the satisfaction of the City.
- ix. A traffic impact study and a TDM (Travel Demand Management) plan have been approved by the City within the prior 6 months for the lands from which the holding provision is to be removed.
- x. For *buildings* that exceed the Toronto/Buttonsville *height* restrictions, the Toronto/Buttonsville Airport Zoning Regulations (SOR/88-148) have been repealed and the *height* restriction on the lands or portions thereof, provided in section 4 therein are no longer in force and effect, to the satisfaction of the City.

Driveways and underground *parking garages* are permitted to be constructed prior to the removal of Holding provision H.

Heritage buildings are permitted to be relocated on the site prior to the removal of the holding provision, provided the heritage easement agreement has been executed.

1.5 By adding the following new subsection to Section 6- Exceptions to By-law 2004-196:

6.27 Part of Block 7, PLAN 65M4294 east of Warden Avenue.

Notwithstanding any other provisions of this By-law, the following provisions shall apply to the lands denoted by the symbol *27(Exception 27) on the schedules to this By-law. All other provisions, unless specifically modified/amended by this section, continue to apply to the lands subject to this section.

6.27.1 Permitted Uses

The only *uses* permitted:

Parking garages constructed completely below the *established grade*, including associated ventilation shafts and housings, stairways and other similar facilities associated with below *grade parking garages* that extend from below *established grade*.

All the uses permitted within the MC-PS1 zone, and located within a designated *heritage building*.

Amenity space used accessory to the adjacent *apartment building*, and located within a designated *heritage building*.

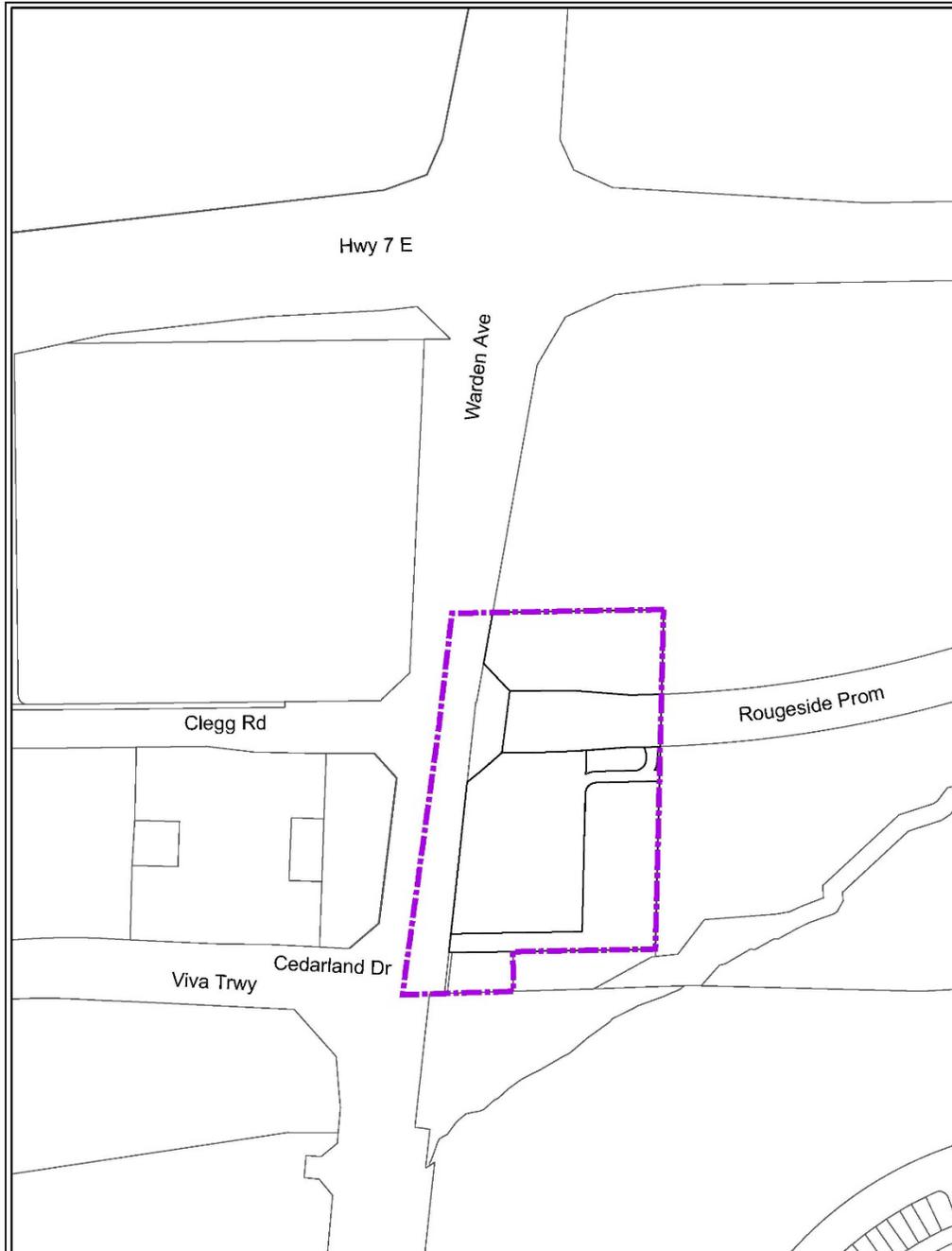
6.27.2 Special Site Provision

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Notwithstanding any other provisions in this By-law, no parking spaces are required for uses located within a designated *heritage building*.

- 1.6 By repealing and replacing the following schedules to By-law 2004-196: Schedule L1, L2, L3, L4 and X9.
2. All other provisions of By-law 2004-196, as amended, not inconsistent with the provisions of this by-law shall continue to apply.

Approved by Ontario Land Tribunal on xxx, 2022.



DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 2004-96

 BOUNDARY OF AREA COVERED BY THIS BY-LAW

Q:\Geomatics\New Operation\By-Laws\PR\2004-196\SU06135184 May 2021\Sche 'A' (del 2004-196)\Sche A.mxd

THIS IS SCHEDULE 'A' TO BY-LAW.....
 PASSED THIS DAY
 MAYOR
 CLERK

NOTE: 1) DIMENSIONS ARE IN METRES
 2) REFERENCE SHOULD BE MADE TO THE ORIGINAL BY-LAW LODGE IN THE OFFICE OF THE CLERK
 SCALE 1:2500



SCHEDULE L1
LOCATION
OF ZONES

Hwy 7 E

Warden Ave

Clegg Rd

Rougeside Prom

Viva Trwy Cedarland Dr



DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 2004-196

-  BOUNDARY OF AREA COVERED BY THIS BY-LAW
-  MC-PS1
-  MC-D2*26
-  MC-D2*27

Q:\Geomatics\New Operation\By-Laws\PR\2004-196\SU06135184 May 2021\Sche 'L1'\Sche L1.mxd

THIS IS SCHEDULE 'L1' TO BY-LAW.....

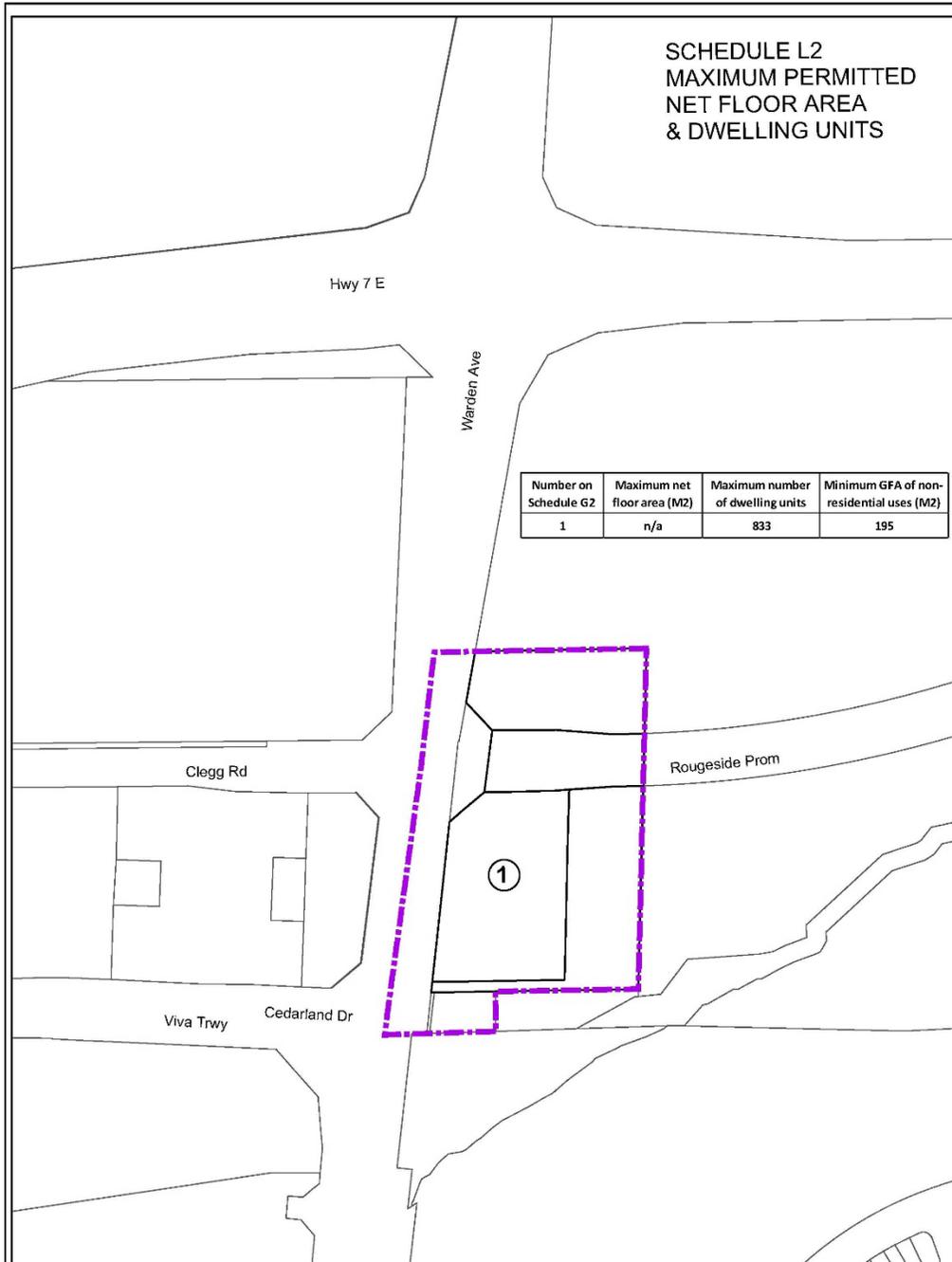
PASSED THIS DAY

..... MAYOR

..... CLERK

NOTE: 1) DIMENSIONS ARE IN METRES
2) REFERENCE SHOULD BE MADE TO
THE ORIGINAL BY-LAW LODGE IN
THE OFFICE OF THE CLERK

SCALE 1:2500



**SCHEDULE L2
MAXIMUM PERMITTED
NET FLOOR AREA
& DWELLING UNITS**

Number on Schedule G2	Maximum net floor area (M2)	Maximum number of dwelling units	Minimum GFA of non-residential uses (M2)
1	n/a	833	195



DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 2004-196

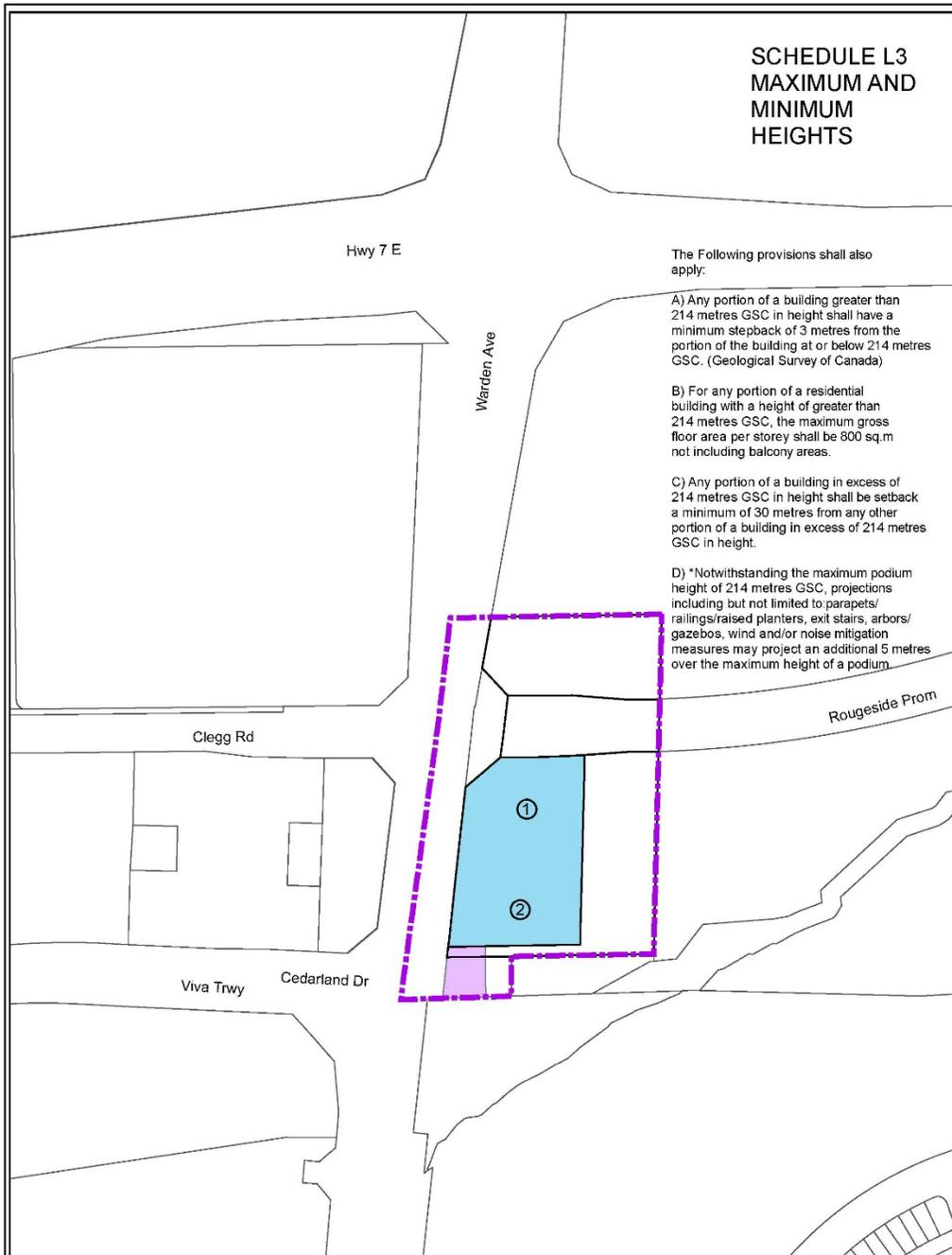


BOUNDARY OF AREA COVERED BY THIS BY-LAW SCHEDULE

Q:\Geomatics\New Operation\By-Laws\PR\2004-196\SU06135184 May 2021\Sche 'L2'\SU06135184.mxd

THIS IS SCHEDULE 'L2' TO BY-LAW.....
 PASSED THIS DAY
 MAYOR
 CLERK

NOTE : 1) DIMENSIONS ARE IN METRES
 2) REFERENCE SHOULD BE MADE TO THE ORIGINAL BY-LAW LODGE IN THE OFFICE OF THE CLERK
 SCALE 1:2500



**SCHEDULE L3
MAXIMUM AND
MINIMUM
HEIGHTS**

The Following provisions shall also apply:

- A) Any portion of a building greater than 214 metres GSC in height shall have a minimum setback of 3 metres from the portion of the building at or below 214 metres GSC. (Geological Survey of Canada)
- B) For any portion of a residential building with a height of greater than 214 metres GSC, the maximum gross floor area per storey shall be 800 sq.m not including balcony areas.
- C) Any portion of a building in excess of 214 metres GSC in height shall be setback a minimum of 30 metres from any other portion of a building in excess of 214 metres GSC in height.
- D) *Notwithstanding the maximum podium height of 214 metres GSC, projections including but not limited to parapets/ railings/raised planters, exit stairs, arbors/ gazebos, wind and/or noise mitigation measures may project an additional 5 metres over the maximum height of a podium.



DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 2004-196

BOUNDARY OF AREA COVERED BY THIS BY-LAW

- ① MIN 186m GSC - Max 336m GSC MIN 186m GSC - Max 214m GSC*
- ② MIN 186m GSC - Max 327m GSC Max 190m GSC

C:\Geomatics\New Operation\By-Laws\PR\2004-196\SU06135184 May 2021\Sche 'L3'\Sche L3.mxd

THIS IS SCHEDULE 'L3' TO BY-LAW.....
 PASSED THIS DAY
 MAYOR
 CLERK

NOTE: 1) DIMENSIONS ARE IN METRES
 2) REFERENCE SHOULD BE MADE TO THE ORIGINAL BY-LAW LODGE IN THE OFFICE OF THE CLERK
 SCALE 1:2500




 DEVELOPMENT SERVICES COMMISSION
A BY-LAW TO AMEND BY-LAW 2004-196

 BOUNDARY OF AREA COVERED BY THIS BY-LAW

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THIS IS SCHEDULE 'L4' TO BY-LAW.....

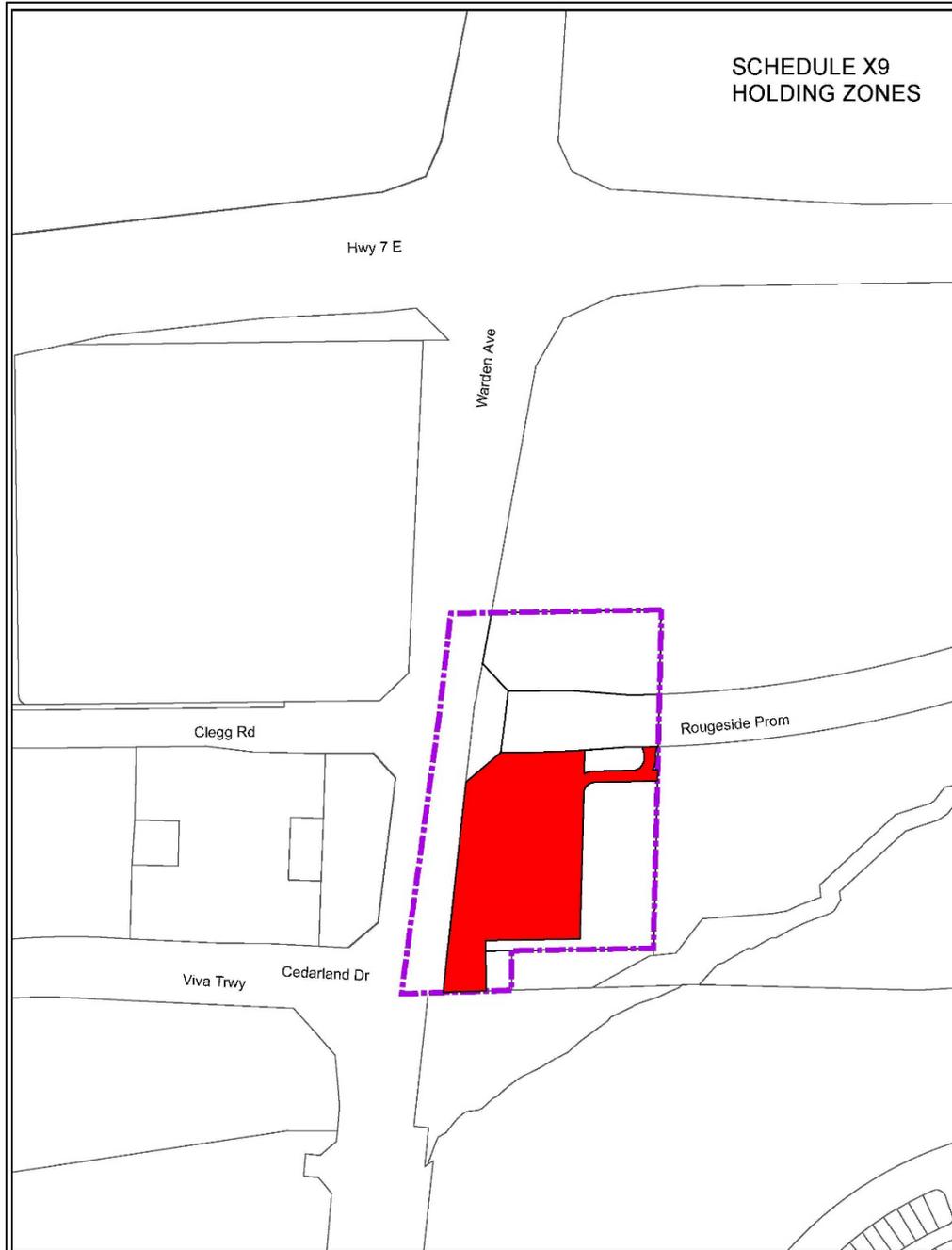
PASSED THIS DAY

..... MAYOR

..... CLERK

NOTE : 1) DIMENSIONS ARE IN METRES
 2) REFERENCE SHOULD BE MADE TO THE ORIGINAL BY-LAW LODGE IN THE OFFICE OF THE CLERK

SCALE 1:2500




 DEVELOPMENT SERVICES COMMISSION
A BY-LAW TO AMEND BY-LAW 2004-196

 BOUNDARY OF AREA COVERED BY THIS BY-LAW
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THIS IS SCHEDULE 'X9' TO BY-LAW.....

PASSED THIS DAY

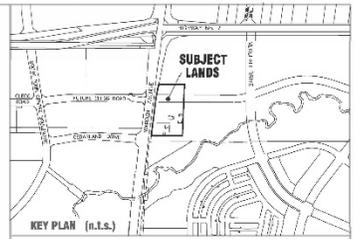
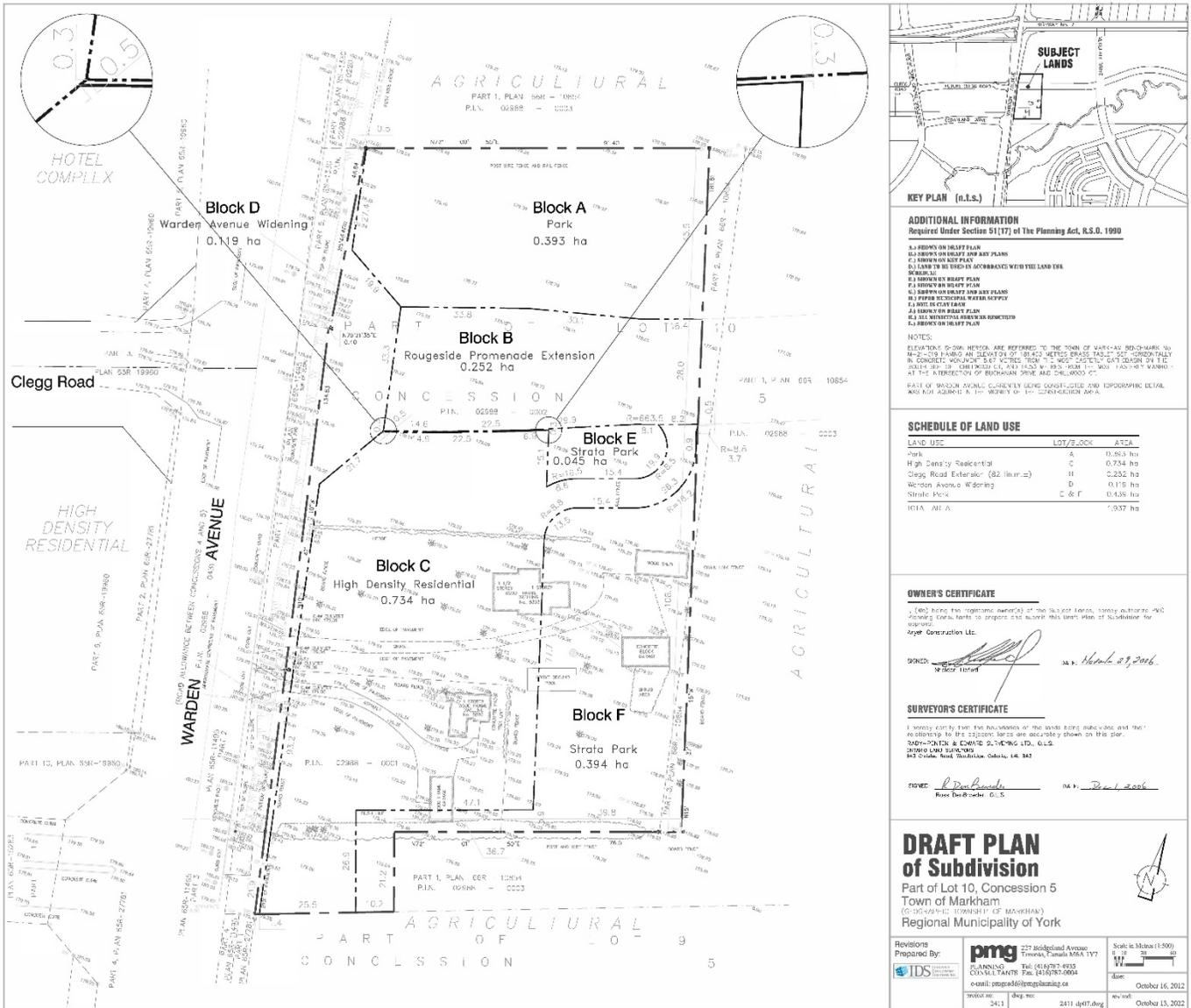
..... MAYOR

..... CLERK

NOTE : 1) DIMENSIONS ARE IN METRES
 2) REFERENCE SHOULD BE MADE TO THE ORIGINAL BY-LAW LODGE IN THE OFFICE OF THE CLERK

SCALE 1:2500

Attachment B



ADDITIONAL INFORMATION
Required Under Section 51(17) of The Planning Act, R.S.O. 1990

A) SHOWS ON DRAFT PLAN
B) SHOWS ON DRAFT ZONING PLAN
C) SHOWS ON SITE PLAN
D) LAND TO BE USED IN ACCORDANCE WITH THE LAND USE SCHEDULE
E) SHOWS ON DRAFT PLAN
F) SHOWS ON DRAFT PLAN
G) SHOWS ON DRAFT ZONING PLAN
H) SHOWS ON DRAFT ZONING PLAN
I) SHOWS ON DRAFT ZONING PLAN
J) SHOWS ON DRAFT PLAN
K) SHOWS ON DRAFT PLAN
L) SHOWS ON DRAFT PLAN

NOTES:
ELEVATIONS TO ONE METRE ARE REFERRED TO THE TOWN OF MARKHAM MCHAMPS BY M-25000 F.M.A.S. AND ELEVATIONS TO 100 METRES ABOVE T.A.S. TO 100 METRES ARE REFERRED TO THE TOWN OF MARKHAM MCHAMPS BY M-25000 F.M.A.S. ON THE SOUTH SIDE OF WARDEN AVENUE AND TO 100 METRES ABOVE T.A.S. TO 100 METRES ON THE NORTH SIDE OF WARDEN AVENUE. ALL ELEVATIONS ARE TO BE TAKEN AT THE INTERSECTION OF WARDEN AVENUE AND CLEGG ROAD.

PART OF WARDEN AVENUE CURRENTLY BEING SPATIALLY AND ZONING DETAIL AND NOT SUBJECT TO THE VENTURE OF THE CONCESSION AREA.

SCHEDULE OF LAND USE

LAND USE	LOT/2,500	AREA
Park	A	0.854 ha
High Density Residential	C	0.734 ha
Clegg Road Extension (82 linear m)	H	0.232 ha
Warden Avenue Widening	D	0.119 ha
Strata Park	C & F	0.338 ha
TOTAL AREA		1.937 ha

OWNER'S CERTIFICATE

I, CEO, being the registered owner(s) of the subject lands, hereby authorize and approve the preparation and submission to the Board of the plan of subdivision for approval.

Arup Construction Ltd.

SIGNED: *[Signature]* on 27 October 2022

SURVEYOR'S CERTIFICATE

I hereby certify that the boundaries of the lands here subdivided and their relationship to the adjacent lands are accurately shown on this plan.

DAVEY-POLINA & CHASE SURVEYING LTD., G.L.S.
3420 Leslie Road, Scarborough, Ontario, M1S 3A2

SIGNED: *[Signature]* on 27 October 2022
Davey-Polina, G.L.S.

DRAFT PLAN of Subdivision
Part of Lot 10, Concession 5
Town of Markham
(C-25-24-11-10) (TOWNSHIP OF MARKHAM)
Regional Municipality of York

Revisions Prepared By: **pmg** 277 Scarborough Avenue, Toronto, Ontario M1A 1Y7
PLANNING Tel: (416) 771-6953
CONSULTANTS Fax: (416) 771-0894
e-mail: pmg@pmgplanning.ca

Scale: Metric (1:500)
Date: October 16, 2022
Revised: October 13, 2022

Attachment C

**THE CONDITIONS OF THE COUNCIL OF THE
CITY OF MARKHAM TO BE SATISFIED PRIOR TO
RELEASE FOR REGISTRATION OF PLAN OF
SUBDIVISION 19TM-06015 (ARYEH CONSTRUCTION
LIMITED) ARE AS FOLLOWS:**

1 General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by PMG Planning Consultants, identified as Project Number 2411, October 16, 2012, with a last revision date of October 13, 2022 (the "Draft Plan").
- 1.2 This Draft Plan Approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on..... unless the plan of subdivision is registered or draft approval is extended by the City, upon application by the Owner, prior to the lapsing of Draft Plan Approval.
- 1.3 The Owner shall enter into a subdivision agreement with the City agreeing to satisfy all conditions of the City and public agencies including the Regional Municipality of York, the Toronto and Region Conservation Authority, Markham District Energy, Canada Post, and other applicable public agencies financial and otherwise, prior to final approval of the Draft Plan.
- 1.4 Prior to final approval of the Draft Plan, amendments to Zoning By-laws 304-87 and 2004-196 to implement the Draft Plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 The Owner shall agree in the subdivision agreement that the holding zoning (H) provision(s) shall not be removed by the City until the conditions outlined in the zoning by-law have been satisfied to the satisfaction of the City.
- 1.6 The Owner acknowledges and agrees that the Draft Plan and associated conditions of Draft Plan Approval may require revisions, to the satisfaction of the Director of Engineering, to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Traffic Impact Study, Master Environmental Servicing Plan, Stormwater Management Study (Environmental Master Drainage Plan), Internal Servicing Study, Noise Impact Study, Phasing Plan, as well as any comments and conditions received from municipal departments, external agencies, Markham District Energy, and utility companies after draft approval is granted.
- 1.7 The Owner acknowledges and agrees that if the subdivision agreement has not been executed with two years of the approval of these conditions, the City may update the conditions and require revisions to the Draft Plan to respond to updates to the Secondary Plan and implementing studies/plans/guidelines, and City and Public Agency requirements.
- 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 and as set out in the Minutes of Settlement signed by the Owner and the City dated October 17, 2022.

- 1.9 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.

2 Cost Sharing

- 2.1 Prior to the release for registration of the Draft Plan, the Owner shall enter into a developers' group agreement or make other alternative arrangements with the City to ensure the fair and equitable cost sharing of required municipal infrastructure, as supported by legislation, to the satisfaction of the City's Commissioner of Development Services and the City Solicitor.
- 2.2 Where the Owner has entered -into a developers' group agreement(s), prior to the release for registration of the Draft Plan, the Trustee(s) of the applicable developers' group(s) shall deliver a release(s) to the City indicating that the Owner has satisfied all conditions of the developers' group agreement(s) and that the Trustee(s) has no objection to the registration of the plan. The Owner acknowledges that where it has elected to make alternative arrangements to ensure the fair and equitable cost sharing of community infrastructure and facilities, the City shall notify the Trustee(s) of the local developers' group(s) of such arrangements at least 60 days prior to the release for registration of any phase of the Draft Plan.
- 2.3 In addition to the requirement set out in condition 2.1 above, prior to final approval of these conditions, the Owner shall enter into a cost sharing agreement with the Times Group to ensure the fair and equitable cost sharing of the following services, to be constructed on the Times Group lands and designed to benefit the Owner:
- a) Sanitary Sewers;
 - b) Storm Sewers;
 - c) Stormwater Management Facilities; and
 - d) Foundation Drain Collector.

3 Servicing Allocation

- 3.1 The Owner shall agree in the subdivision agreement that final approval of any development within the Draft Plan shall be subject to the City's Commissioner of Development Services being satisfied that adequate water supply and sanitary sewer capacity is available and allocated to service the development and the allocation is formally granted by Markham City Council.

- 3.2 The Owner shall agree in the subdivision agreement that building permits shall not be sought or issued for any residential uses within the Draft Plan for which servicing allocation has not been confirmed.
- 3.3 Prior to the issuance of draft plan approval by the City's Director of Planning and Urban Design, the Owner shall enter into an agreement with the City securing its commitment not to market any residential units for which servicing allocation has not been confirmed.
- 3.4 The City reserves the right to revoke or reassign servicing allocation should construction not proceed in a timely manner.

4 Holding Provisions

- 4.1 The zoning of the Draft Plan shall be subject to holding (H) provisions. Prior to the release of any lands for development, the Owner shall apply to the City to release the hold (H) provisions. Additional studies and supporting material may be required to the satisfaction of the City and other approval agencies/authorities and that additional agreements may be required to be executed, and financial guarantees submitted, prior to the City releasing the hold (H) provisions. Except in accordance with the applicable zoning by-law, the City will not be obliged to release the hold (H) provisions unless adequate road, transit, or other infrastructure is in place and water servicing capacity and sanitary sewer capacity has been confirmed and allocation assigned, or if the lands for which the hold (H) provision is requested to be lifted do not comply with the Council approved development phasing plan or any conditions precedent (triggers) set out in the applicable zoning by-law for removal of the hold (H).

5 Environmental Sustainability Measures

- 5.1 The Owner shall agree in the subdivision agreement to incorporate the following features into the design and construction of all buildings and structures to be developed on the lands within the Draft Plan, to the satisfaction of the City's Commissioner of Development Services:
- Minimum LEED Silver certification.
 - Connection to the district energy system, provided that should connection to the district energy system result in the Owner failing to achieve points towards its LEED Silver certification or equivalency that it would have otherwise achieved by using its own heating and cooling system, as demonstrated by a qualified independent third-party consultant to the satisfaction of the City and Region, these points shall be deducted from the total number of points that the Owner would otherwise be required to achieve.
 - Travel demand management plan including, but not limited to, participation in a car share program and provision of bicycle facilities and storage.
 - Building design and management to minimize bird strikes (in accordance with the City of Markham's Bird Friendly Guidelines).
 - Features to reduce heat island effect, minimize storm water run-off, increase infiltration, provide for rain water harvesting, grey water re-use, cool roofs or/and green roofs, permeable paving, urban landscaping and usable private open space,

- energy efficiency and general water conservation.
- Markham Centre Advisory Performance Measures.

- 5.2 If the Owner elects to achieve the sustainable development outcomes set out in the Region's sustainable development incentive program- for high rise residential development by a means other than LEED Silver certification, it shall be required to provide written confirmation by a qualified independent third-party consultant which demonstrates that such outcomes are achievable and will be achieved for the Aryeh development, based on terms of reference agreed to by the City and Region in advance of final approval of the plan of subdivision, to the satisfaction of the City (Director of Planning and Urban Design) and the Region (Director, Community Planning Branch). The Owner shall also be required to satisfy all other requirements of the "35% allocation credit option" as set out in the Region's "Sustainable Development Through LEED" program. The Owner covenants and agrees that provision shall be made in the subdivision agreement for a letter of credit to be posted with the Region prior to final approval of the plan of condominium, in an amount to be determined according to the Region's program guide, to ensure that the outcomes of the Region's sustainable development incentive program are achieved.
- 5.3 The Owner acknowledges and agrees that the City may update its environmental sustainability requirements over time and that the subdivision agreement may require additional environmental sustainability measures to be incorporated into the design and construction of buildings and structures.

6 Heritage

- 6.1 Prior to final approval of the Draft Plan, the Owner shall retain a qualified person to carry out and submit for approval an archaeological assessment for the lands within the Draft Plan, to ensure the assessment and identification of appropriate treatment of archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City's Director of Planning & Urban Design and the Ontario 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 Ontario Ministry of Tourism, Culture and Sport to the City indicating that all matters relating to archaeological resources have been addressed to its satisfaction.
- 6.2 The subdivision agreement shall require the Owner to implement any measures recommended by the archaeological assessment, to the satisfaction of the City's Director of Planning & Urban Design and the Ontario Ministry of Tourism, Culture and Sport.
- 6.3 The Owner covenants and agrees to retain the Heritage Building (The Sheridan-Paterson House), known municipally as 8303 Warden Avenue, and to relocate the Heritage Building to a lot which has been purchased from the City and consolidated with the land holdings of the subject property. The Heritage Building is to be placed on a new foundation in a location to be determined as part of the site plan control approval process, to the satisfaction of the Commissioner of Development Services and in accordance with all executed agreements between the City and the Owner.

- 6.4 The Owner covenants and agrees to protect and conserve the Heritage Building through the following means:
- a) To immediately secure the Heritage Building in accordance with municipal and heritage standards (boarding, fencing, signage) to prevent vandalism and deterioration, including:
 - secure and protect the buildings from damage through procedures carried out according to the City of Markham Guidelines for Boarding Heritage Structures;
 - erect a "No-trespassing" sign in a visible location on the property indicating that the Heritage Building is to be preserved onsite and should not be vandalized and/or scavenged; and
 - install a 8 ft high fence around the perimeter of the house to protect the dwelling until the completion of construction in the vicinity or the commencement of long-term occupancy of the dwelling as confirmed by City (Heritage Section) staff;
 - regular inspections to ensure the Heritage Building remains secure and protected from unauthorized entry or weather/animal damage.
 - b) To maintain the Heritage Building in good and sound conditions at all times prior to and during the development of the property;
 - c) To permit the City to amend the Designation By-law to secure protection of selective interior heritage features of the Heritage Building as recommended by the Heritage Impact Statement prepared for the Owner;
 - d) To amend the Heritage Easement Agreement once the Heritage Building is relocated, satisfactory to the City Solicitor, and to provide a Heritage Letter of Credit in the amount of \$25,000 to secure the obligations of 7.4
 - e) To prepare a strategy and restoration plan for the conservation of the Heritage Building, including consideration of the appropriateness of a reconstructed tail wing, to be undertaken by a qualified conservation architect, with the strategy and restoration plan being approved by the Manager of Heritage Planning prior to the demolition/relocation of any parts of the Heritage Building, as recommended by the Heritage Impact Statement prepared for the Owner;
 - f) To secure and protect the Heritage Building during the relocation, storage phase and restoration process, and provide a Heritage Letter of Credit in the amount of \$250,000 to secure these obligations. The Letter of Credit shall not be released until the following has been addressed:
 - construction and grading on the subject lands and adjacent lots, and roads have been completed to the satisfaction of the City (Commissioner of Development Services),
 - the building has been connected to municipal services,
 - the exterior restoration of the Heritage Building is complete,
 - the buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
 - all other heritage requirements of the Subdivision Agreement have been completed.

- 6.5 The owner shall covenant and agree in the subdivision agreement to preserve the Heritage Building through the following means:
- a) To provide and implement a traditional restoration plan for the Heritage Building, prepared by a qualified architect with demonstrated experience in heritage restoration projects, which would be reviewed and approved by the City's Manager of Heritage Planning. The restoration plan is to be included in the site plan agreement for the future development on the subject property;
 - b) To prepare a historic landscape plan, in consultation with a heritage landscape architect, for the portion of the subject lands associated with the Heritage Building, as recommended by the Heritage Impact Statement prepared for the Owner;
 - c) To complete the exterior restoration of the Heritage Building, implement the historic landscape plan, connection of all municipal services to the allocated lot (water, gas, hydro, cable, telephone etc.) and ensure basic standards of occupancy as confirmed by Building Standards Department within two years of registration of the plan of subdivision;
 - d) To ensure that the architectural design and elevations of adjacent buildings proposed are compatible with the restored Heritage Building; ^e)To ensure that the final proposed grading on the land adjacent to the relocated Heritage Building is consistent and compatible with the grading of the Heritage Building;
 - f) To ensure that the historic front of the Heritage Building retains a front yard appearance, any fencing around the Heritage Building should be limited to a low residential picket fence rather than privacy fencing;
- 6.6 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, an interpretative baked enamel plaque for the Heritage Building, in a publicly visible location on the property. The plaque is to be designed according to the specifications of the "Markham Remembered" program, and outline the history of the house, Details of the design and location of the plaque are to be submitted for review and approval of the City (Heritage Section);
- 6.7 Prior to final approval of the plan of subdivision, the Manager of Heritage Planning shall advise that Conditions 6.1 to 6.6, inclusive, have been satisfied.

Transportation Engineering

7 Roads

- 7.1 The following terms shall have the following meanings:

“**Rougeside Lands**” shall mean Blocks B and D on the Draft Plan which are contemplated to and will ultimately be dedicated as Public Highway; and

“**Rougeside ROW Works**” shall mean the infrastructure works to be installed and/or constructed within the Rougeside Lands to service the Markham Centre secondary plan area, including but not limited to any watermains, sanitary sewers, storm sewers, foundation drainage collector sewers, roadway cross section construction and channelization works, lighting, signalization, street furniture, and transit infrastructure, and including ancillary infrastructure works within the Warden Avenue right-of-way required to directly tie-in or complete the operational function of the Rougeside ROW Works.

- 7.2 The public road allowance within the Draft Plan shall be named to the satisfaction of the City and the Region of York. Subject to the Minutes of Settlement signed by the Owner and the City dated October 17, 2022 if the Owner agrees to construct the Rougeside ROW Works, the subdivision agreement shall require the Owner to:
- Design and construct the Rougeside ROW Works in accordance with the City's Design Criteria and Standard Drawings and the Markham Centre Streetscape Standards to the satisfaction of the Director of Engineering and the Director of Planning and Urban Design.
 - Design and construct temporary turning circles, where required. When directed by the Director of Engineering, temporary turning circles shall be removed and the road completed to the ultimate condition. The design of the temporary turning circles, and any implications on surrounding land use, including posting of a separate Letter of Credit for their removal, shall be addressed in the subdivision agreement to the satisfaction of the Director of Engineering and the Director of Planning and Urban Design.
- 7.3 The Owner shall agree to above conditions in the subdivision agreement.

8 Transportation Demand Management (TDM)

- 8.1 Prior to execution of the subdivision agreement, the Owner shall prepare a Transportation Demand Management Plan (TDM Plan), for review and approval by the City that will outline a strategy, for the subject area, that will improve available transportation options, reduce auto dependence and increase the mode share of non-auto modes. The Owner shall covenant and agree in the subdivision agreement to implement the recommendations of the TDM plan, which shall be binding on future owners of the development blocks and condominium corporations.
- 8.2 The subdivision agreement shall include warning clauses regarding requirements of the TDM Plan that future owners shall implement. Requirements of the TDM Plan may include, but not be limited to, registration and participation with Smart Commute 407-7 or similar transportation management associations, provision of shuttle bus and other transit services, reduced parking standards, provision of car share facilities/membership, provision of transit use incentive programs, unbundling the sale of parking spaces from the residential unit, and the provision of enhanced pedestrian and cyclist facilities.

- 8.3 The owner acknowledges and agrees that the City may require the TDM Plan to be updated for any phase of development beyond the first phase, before the holding (H) provision is lifted, to respond to updates to the Secondary Plan and implementing studies/plans/guidelines, and City and Public Agency requirements.

9 Non-motorised travel (cycling, walking and wheeling)

Prior to execution of the subdivision agreement, the Owner in consultation with the Times Group shall prepare a comprehensive plan for the Centre North Precinct for review and approval by the City (Director of Engineering) illustrating how the transportation system will accommodate bicycle usage and pedestrian activity within Markham Centre, and in the context of the 2021 Ride & Stride: Markham Active Transportation Master Plan, how the system would connect to the overall bicycle and pedestrian network. The Owner shall covenant and agree in the subdivision agreement to implement the recommendations of the comprehensive plan.

10 Stormwater Management

- 10.1 Prior to execution of the subdivision agreement for the Draft Plan, the Owner shall submit to the City a detailed stormwater management report prepared by a qualified engineer, detailing the provision of water quality, quantity, major and minor systems, water balance and erosion and siltation controls based on the currently proposed land use and the Ministry of Environment, Conservation, and Parks (“MECP”), City, and TRCA’s latest SWM and Low Impact Development (“LID”) Guidelines, and TRCA’s most current floodlines.
- 10.2 The Owner shall review the following documents to ensure that the stormwater management report referenced in clause 11.1 will provide sufficient on-site stormwater management controls without exceeding any of the downstream major, minor and SWM tank capacities:
- Master Environmental Servicing Plan (MESP) titled " Central North Precinct 5 Markham Centre Master Environmental Servicing Plan " prepared by SCS Consulting Group Ltd., dated November 2010, and
 - Markham Centre Phase 2 Stormwater Management, Monitoring and Low Impact Development Assessment Report, prepared by SCS Consulting Group Ltd., dated July 2012
- 10.3 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the City's Standards and all applicable guidelines prior to proceeding with any on-site works and more particularly topsoil stripping.

11 Environmental Site Assessment (ESA)

- 11.1 The Owner shall agree in the Subdivision Agreement to retain a “Qualified Person” to prepare all necessary Environmental Site Assessments (ESA) and file Record(s) of Site Condition with the Provincial Environmental Site Registry for all lands to be conveyed

to the City. The “Qualified Person” shall be defined as the person who meets the qualifications prescribed by the *Environmental Protection Act* and O. Reg. 153/04, as amended. The lands to be conveyed to the City shall be defined as any land or easement to be conveyed to the City, in accordance with the City’s Environmental Policy and Procedures for Conveyance of Land to the City Pursuant to the Planning Act.

- 11.2 Prior to the execution of a pre-servicing agreement or Subdivision Agreement, the Owner agrees to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and all applicable standards, for all lands to be conveyed to the City for peer review and concurrence.
- 11.3 Prior to the execution of a pre-servicing agreement or Subdivision Agreement of a phase within the draft Plan of Subdivision, the Owner agrees to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the City 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.
- 11.4 The Owner agrees that if, during construction of a phase within the draft Plan of Subdivision, contaminated soils or materials or groundwater are discovered, the Owner shall inform the City 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.
- 11.5 The Owner shall agree in the Subdivision Agreement to assume full responsibility for the environmental condition of the lands comprising the draft Plan of Subdivision. The Owner shall further agree in the Subdivision Agreement to indemnify and save harmless the City, its directors, officers, Mayor, councilors, employees and agents from any and all actions, causes of action, suite, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and assumption by the City of the municipal infrastructure, the construction and use of the municipal infrastructure or anything done or neglected to be done in connection with the use or any environmental condition on or under lands comprising the draft Plan of Subdivision, including any work undertaken by or on behalf of the City in respect of the lands comprising the draft Plan of Subdivision and the execution of this Agreement.
- 11.6 Prior to the conveyance lands to the City, the Owner shall agree to provide to the City, a Letter of Acknowledgement of the Record of Site Condition from the Ministry of Environment, Conservation and Parks (MECP) for the lands to be conveyed to the City.

12 Dewatering

- 12.1 The owner shall acknowledge and agree to confirm if temporary or permanent dewatering would be required for the subject site. If permanent and/or temporary dewatering is required, the owner has to submit a hydrogeological report to the City for review and approval. The hydrogeological report has to be duly signed and stamped by a qualified hydrogeologist or a professional engineer. If temporary dewatering is required, the owner also has to indicate the location(s) for discharging into City's sewers and submit a dewatering application, including applicable fees, to the City for review and approval. Following the review, a permit for a temporary discharge into the City's sewer will be issued by the City. The City generally does not support permanent dewatering and the owner is encouraged to explore other options. In the event that permanent dewatering is the only option, in addition to the hydrogeological report, the owner has to submit a letter duly signed and stamped by a structural engineer and a hydrogeologist indicating this.

Development Engineering**13 Municipal Services**

- 13.1 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.
- 13.2 Prior to the release for registration of any phase within this draft Plan of Subdivision, the Owner shall prepare and submit to the satisfaction of the City of Markham, all technical reports, studies, and drawings, including but not limited to, traffic studies, functional traffic designs, 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(s) of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.
- 13.3 The Owner shall 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.
- 13.4 The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the draft Plans of Subdivision including but not limited to, traffic studies, functional road traffic design study, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, to the satisfaction of the City of Markham, and at no cost to the City.

The Owner agrees to revise the draft Plan of Subdivision as necessary to incorporate the recommendations to implement or integrate any recommendations from the above studies, and drawings.

- 13.5 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.
- 13.6 The Owner agrees not to apply for any building permits until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development as required by the City's By-law 2005-104, as amended.
- 13.7 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.

14 Easements

- 14.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. The owner shall also provide for any easements and works external to the draft Plan of Subdivision necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.

15 Utilities

- 15.1 Prior to execution of the subdivision agreement for the Draft Plan, the Owner shall prepare an overall utility distribution plan (Composite Utility Plan), if required by the City, to the satisfaction of the City and all affected authorities.
- 15.2 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.

- 15.3 The Owner shall agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including Powerstream, Enbridge, telecommunications companies, etc.
- 15.4 The Owner shall agree in the Subdivision Agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City of Markham in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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.

16 Streetlight Types

- 16.1 Subject to the Minutes of Settlement signed by the Owner and the City dated October 17, 2022 if the Owner agrees to construct the Rougeside ROW Works, the Owner shall 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.

17 Recycling

- 17.1 The Owner shall covenant and agree in the subdivision agreement to:
- purchase from the City two recycling containers upon application for occupancy permits so that each purchaser may participate in a waste diversion program;
 - ensure that the containers and educational materials are deposited in each home on or before the day closing;
 - contact the City at least four weeks in advance of occupation to arrange an appointment time in which blue boxes, green bins and kitchen collectors are to be collected by the Owner;
 - pay the City the cost for the containers and units. The Owner covenants and agrees to collect from the City all required recycling containers, and that all containers shall be provided to the purchasers at the same cost as paid to the City.

18 Development Charges

- 18.1 Subject to the Minutes of Settlement signed by the Owner and the City dated October 17, 2022, if the Owner agrees to construct the Rougeside ROW Works, the Owner shall enter into a construction agreement and any necessary servicing and construction easement agreements and Aryeh shall receive development charges credits (“Credits”) for all costs associated with constructing the Rougeside ROW Works, including but not limited to design, engineering, and construction costs, up to the maximum amount set out in the May 2022 City Development Charges Background Study, including indexing. The Credits shall be provided in accordance with the City’s Development Charge Credit and Reimbursement Policy, dated May 31, 2016 (“Credit Policy”) and are subject to the review and consent of the Director of Engineering and approval by the appropriate authority. For greater certainty, the Owner and City acknowledge and agree that the Development Charge Credit and Reimbursement Policy provides for credits and/or reimbursement to be provided for the lesser of the indexed costs included in the Development Charges Background Study and the actual costs, and is not limited to the amount of development charges otherwise payable by Aryeh in respect of roads and transportation services.

19 Fire Department

- 19.1 Firebreak lots/blocks shall be designated within a subdivision or site plan agreement, to the satisfaction of the Fire Services (if applicable).
- 19.2 The adequacy and reliability of water supplies, fire hydrants and fire department connection locations shall be subject to the review and approval of the Fire Services.
- 19.3 Fire hydrants for all developments shall be spaced at intervals not exceeding 90m.
- 19.4 The Owner shall acknowledge and agree 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.
- 19.5 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. These accesses shall be separated by at least 100m.
- 19.6 A townhouse block shall not exceed a distance of 45m in length (if applicable).
- 19.7 Lanes that service townhouse blocks with detached garages shall not exceed 90m (if applicable).
- 19.8 A walkway, 1.2m wide, shall be provided for all blocks that front an amenity space, park, etc. (if applicable).
- 19.9 Walkways in common element condominium developments shall serve as part of the fire access route (if applicable).
- 19.10 Breaks between condominium townhouse blocks shall be 3m (if applicable).

Urban Design**20 Tree Preservation**

- 20.1 The Owner shall submit a Tree Inventory and Preservation Plan, which has been prepared by a qualified Landscape Architect in good standing with the O.A.L.A., or a certified Arborist, to the satisfaction of the Commissioner of Development Services, prior to execution of a subdivision agreement for the draft plan of subdivision or prior to requesting and prior to issuance of any site alteration permits and prior to the issuance of site plan approval for any applicable phase of development. The Tree Inventory and Preservation Plan shall follow the guidance contained in the City's Streetscape Manual 2009, as amended, and are subject to review and approval by the City.
- 20.2 The tree preservation plan shall be based on information taken from a registered survey plan, showing the exact location of the trees to be preserved, location of protective hoarding, final grading, proposed municipal services and utilities, and conceptual building envelopes and driveway locations.

- 20.3 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Inventory and Tree Preservation Plan, and Arborist Report prior to the issuance of a Topsoil Stripping Permit, Site Alteration Permit, or Pre-Servicing Agreement to the satisfaction of the Director of Planning and Urban Design. The Owner shall covenant and agree in the subdivision agreement to adhere to the approved Tree Preservation Plan and agree in the subdivision agreement to obtain written approval of the Director of Planning and Urban Design prior to the removal of any trees within the area of the draft plan.
- 20.4 The Owner shall covenant and agree that provision shall be made in the subdivision agreement for a letter of credit, in an amount to be determined by the City, to ensure compliance with applicable tree preservation.
- 20.5 The Owner shall submit for approval, as part of the Tree Inventory and Tree Preservation plan, a tree compensation schedule detailing replacement and enhancement planting or the replacement value in accordance with the City of Markham Streetscape Manual.
- 20.6 The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.
- 20.7 Where a site does not allow for tree replacement, the City will negotiate a credit for tree planting on alternate sites.

21 Community Landscape

- 21.1 Subject to the Minutes of Settlement signed by the Owner and the City dated October 17, 2022, if the Owner agrees to construct the Rougeside ROW Works, the Owner agrees that the below conditions 21.1 to 21.5 apply to the Owner's development of the Rougeside ROW Works.
- 21.2 The Owner covenants and agrees that the detailed design and construction management of all landscaping shall be at no cost to the City and in accordance with the provisions of the approved landscape plans.
- 21.3 Landscaping shall be completed by the Owner at its expense and shall be in accordance with the approved approved Landscape Plans, subject to detailed site plans approved by the City. The Owner agrees to pay for all landscaping requirements. This payment shall be made at the time of execution of the Site Plan Agreement to the satisfaction of the Commissioner of Development Services.
- 21.4 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 approved Landscape Plans, to include, but not limited to fencing, streetscape, buffer and other landscaping requirements.

- 21.5 The Owner covenants and agrees to provide a 300mm depth of Topsoil in the entire municipal boulevard including a continuous planting trench to appropriately plant boulevard trees and provide a soil report demonstrating compliance with the City's Streetscape Manual to the satisfaction of the City's Director of Planning and Urban Design.

22 Public Parks

- 22.1 INTENTIONALLY DELETED

22.2 The Owner shall convey redline amended Blocks A, E and F to the City for park purposes, free of all costs and physical and title encumbrances, save and except those permitted circumstances provided that the City may require that Block A be conveyed by the Owner upon registration of the Draft Plan. These Blocks shall be serviced at the developer's cost and conveyed in a physical condition which is satisfactory to the City. The timing and conditions to be met by the developer prior to the land being conveyed to the City shall be outlined in the Subdivision Agreement and/or Site Plan Agreement to the satisfaction of the City Solicitor and the Commissioner of Development Services.

22.3 The Owner shall satisfy the remainder of its parkland dedication requirement in accordance with the Minutes of Settlement dated January 26, 2012 and October 17, 2022, provided that the Owner has entered into a developers' group agreement for the fair and equitable cost sharing of community infrastructure and facilities.

22.4 The Owner proposes to convey the surface strata of redline amended Blocks E and F to the City for public park use and retain the below grade strata for private use. The City will accept conveyance of these blocks as public parks, subject to the conditions outlined herein.

22.5 Any strata park shall have a minimum finished grade of 1.50 metres above the top of grade elevation of the parking structure and the finished grade on any strata park shall be made level with surrounding street, open space, and park block grade. The timing of completion of such improvements shall be specified within the Site Plan Agreement.

22.6 The Owner covenants and agrees to enter into a Maintenance, Easement and Continuing Indemnity Agreement for each of the blocks with encumbrances, to satisfaction of the City Solicitor.

22.7 The Owner covenants and agrees to enter an Agreement with the City, to the satisfaction of the City Solicitor and the Commissioner of Development Services, to be registered on title to each of the park blocks, to secure arrangements for the park development and construction process, security, design elements, engineering details, any required additional studies, interim physical conditions, interim use and private maintenance obligations, and the process for conveyance of the applicable blocks for public parks.

22.8 All park blocks shall be conveyed in a physical condition which is satisfactory to the City's Commissioner of Development Services.

- 22.9 The Owner agrees to complete to the City's satisfaction an Approved Park Plan for redline amended Blocks E and F in consultation with the City and the public, and prepare contract documents, cost estimates and supervise construction to the satisfaction of the City.
- 22.10 The Owner shall covenant and agree in the subdivision agreement to post approved copies of any conceptual park development plans for the park blocks, if available, in all sales offices for dwelling units within the Draft Plan.
- 22.11 The Owner agrees to implement construction of the public parks on redline amended Blocks E and F per the applicable agreements and acknowledges that should the works not be completed to the satisfaction of the Commissioner of Development Services, the City will do the work as required and draw on the letters of credit for all costs so incurred, including a 10% Contract Administration fee.
- 22.12 The Owner agrees to install interim grading, landscaping, and servicing in accordance with details and timing outlined in the Subdivision Agreement or Site Plan Agreement, for the park blocks and adjoining future building phases. The Owner agrees to be responsible for all costs associated with maintaining any interim landscaping on the park blocks and adjoining future building phases. The Owner agrees that should be maintenance works not be implemented to the satisfaction of the Commissioner of Development Services, the City will do the work as required and draw on the letters of credit for all costs so incurred, including a 10% Contract Administration fee.
- 22.13 The Owner agrees to be responsible for the maintenance of the parks on redline amended Blocks E and F to City standards from the time it is built until such time as the City has assumed the park or parts of the park for maintenance, in accordance with the applicable agreement.
- 22.14 The Owner agrees to tender out all phases of construction of the park works on redline amended Blocks E and F in accordance with Markham's Purchasing By-law.
- 22.15 The Owner shall enter into applicable staging and shoring agreements with the City prior to commencing any staging or shoring on Rougeside Promenade Park, in accordance with the Minutes of Settlement signed by the Owner and the City dated October 13, 2022.

Public Agencies**23 Telecommunications Provider**

- 23.1 Prior to the execution of the subdivision agreement, the Owner shall enter into an agreement (Letter of Understanding) with a telecommunications provider complying with any underground servicing conditions imposed by the municipality, and if no such conditions are imposed the Owner shall advise the municipality of the arrangement made for such servicing.
- 23.2 The Owner shall provide to its telecommunications provider one or more conduit or conduits of sufficient size from each unit to the electrical room and one or more conduits from the electrical room to street line.

24 Bell Canada

- 24.1 The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- 24.2 The Owner agrees 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.

25 Canada Post

- 25.1 The Owner shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City of Markham in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with approved streetscape design criteria for Markham Centre,
- 25.2 Prior to execution of the subdivision agreement for the Draft Plan, the Owner will consult with Canada Post Corporation and work co-operatively with the City to identify suitable locations for Canada Post facilities, such as within or adjacent to buildings.

26 Enbridge Gas

- 26.1 The Owner shall covenant and agree in the subdivision agreement to:
- install all of the natural gas distribution system within the proposed road allowances;
 - grade all streets to final elevation prior to the installation of the gas lines;
 - provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of the natural gas provider; and
 - coordinate the preparation of an overall utility distribution plan to the satisfaction of all effected authorities.

27 Markham District Energy

- 27.1 Prior to release for registration of the Draft Plan, the Owner shall enter into an agreement with Markham District Energy for the provision of a centralized heating and cooling system for all buildings in the draft plan.

28 Alectra

- 28.1 Prior to release for registration of the Draft Plan, and at least 9 months prior to construction of the subdivision, the Owner shall contact Alectra to review the proposed development draft plan, and provide Alectra with all required information including draft plans of subdivision, legal plans, the legal name of the subdivision and developer, and any additional information required by Alectra to design and estimate the costs of electrical services required for the subdivision.

29 Regional Municipality of YorkClauses to be Included in the Subdivision Agreement

- 29.1 The Owner shall save harmless the City of Markham and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 29.2 The Owner shall agree in the subdivision agreement, in wording satisfactory to Development Engineering, that a Site Plan Application approval from the Region is required to be in place before the commencement of any site alteration or construction works for Block C-High Density Residential abutting Warden Avenue.
- 29.3 The Owner shall agree in the subdivision agreement, in wording satisfactory to Development Engineering, that Engineering Approval from the Region is required to be in place before the commencement of any site grading and servicing works for Block A-Park of the development abutting Warden Avenue.
- 29.4 The Owner shall agree that prior to the development approval of Blocks A, C and E, that access to Blocks A, C and E shall be via Rougeside Promenade Extension (the internal road network) and direct access to Warden Avenue will not be permitted. No intersection or access shall be permitted along Rougeside Promenade Extension within 60.0 metres of the widened limit of Warden Avenue.

Conditions to be Satisfied Prior to Final Approval

- 29.5 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 29.6 Prior to final approval the owner shall provide an executed copy of the subdivision agreement with the local municipality to the Region which includes all the Regional requirement items.

- 29.7 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.

- 29.8 Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
- a) A widening across the full frontage of the site where it abuts Warden Avenue of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of Warden Avenue, and
 - b) A 15 metre by 15 metre daylight trapezoid at the Rougeside Promenade Extension and Warden Avenue intersection.

29.9 The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.

29.10 The Regional Corporate Services Department shall advise that Conditions 29.1 to 29.9 inclusive, have been satisfied.

30 Toronto and Region Conservation Authority

30.1 That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit, or participate in, and attain the approval of the TRCA for:

- a. A final consolidated MESP with all supporting materials to the satisfaction of TRCA staff.
- b. A detailed engineering report that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands, and how it will comply with the MESP (or its successor) and all TRCA requirements. This report shall include:
 - i. plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how pre-development flows will be maintained during and post-development.
 - ii. appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources, including how it relates to terrestrial and aquatic species and their habitat, in addition to natural features and systems. The existing drainage patterns should be maintained, to the greatest extent possible. Consistent with TRCA's Guidelines, the existing ecological function of all headwater drainage features is to be preserved;
 - iii. proposed methods for controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction, in accordance with the most current Sediment and Erosion Control Guidelines utilized by the TRCA;
 - iv. location and description of all outlets and other facilities, grading, site alterations, development, infrastructure and watercourse alterations which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, with all supporting technical information;

- v. mapping of flood lines, 100 year erosion limits and meander belt limits as they pertain to any stormwater management ponds or outlets, bridges or other infrastructure proposed within, under, or adjacent to a valley or stream corridor that service the subject property, or are located thereon.

This mapping, which must be supported by all necessary engineering analysis must also indicate any potential alterations to the above, which may occur as a result of the proposed development, and how the proposal meets TRCA policy requirements.

- vi. mapping of proposed stormwater management measures, with consideration for opportunities to minimize impacts on the river corridor through an erosion assessment, the employment of on-site and conveyance controls, and minimizing stormwater outfalls and infrastructure in the valley corridor to the greatest possible extent.
 - vii. Design of flow dispersal measures associated with any stormwater management outlets to reduce potential erosion and maximize potential infiltration, and, the integration of a naturalized outlet channel.
 - viii. Phasing plan and report detailing the stormwater management measures to be employed during all phases of construction, in addition to all phases of development, and how this relates to the broader stormwater management scheme identified in the MESP.
- c. Grading plans for the subject lands. Any retaining walls within lands on which development and/or site alterations are to occur must be sufficiently set-back from any adjacent natural areas or buffer blocks to allow for their on-going repair and maintenance without disturbance to the adjacent natural areas or associated buffer blocks.
 - d. Provide a water balance monitoring report, which details a monitoring program to assess the functioning and effectiveness of proposed stormwater infiltration measures. And, to provide the requisite funding for the long-term monitoring of this system (3 years once the facility is operational) to the satisfaction of the TRCA. Financing for the monitoring should be provided through the subdivision agreement.
 - e. Completion of a low impact development assessment detailing low impact development measures to be applied within the subdivision. This should consider the integration of measures set out in Toronto's Green Standard, LEED, or Energy Star programs,
 - f. Plans illustrating that all works, including all grading, site alterations, or materials associated with these activities, will be contained within the development lands. These plans must also identify that no grading works, fill placement or storage of fill or construction materials or equipment will occur within valleyland or environmental buffer areas, beyond those specifically approved by the TRCA.

- g. A detailed water balance implementation report that will identify measures that will be implemented to the extent possible to: maintain groundwater infiltration on-site; mimic the pre-development surface and groundwater water balance to the greatest possible extent; mitigate against any potential on-site or downstream erosion associated with the stormwater management system; maintain baseflow contributions to the Rouge River to the satisfaction of TRCA staff. This study must provide detailed design of the system(s), and implementation information and measures.
 - h. 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, and dewatering requirements must be identified, with refinements and/or revisions made as necessary to the stormwater management system to mitigate against any potential impacts, to the satisfaction of the TRCA. No permanent dewatering of groundwater or interflow associated with any component of this development shall be permitted, unless it can be demonstrated to the satisfaction of the TRCA, that any potential impacts to groundwater resources 'can be adequately mitigated. The need for liners associated with the stormwater management system shall be assessed, and suitable liners shall be provided where necessary.
 - i. Information detailing all dewatering that may be required during the construction phase and post construction, including anticipated volumes, duration, discharge locations, and filtration media - as required, to the satisfaction of the TRCA, for the purposes of determining potential impacts to surface water and terrestrial features, and whether a TRCA permit and/or Fisheries Act review is required.
 - j. Detailed design of infiltration measures and stormwater management best management practices with anticipated performance targets, maintenance requirements, and a long-term monitoring strategy to the satisfaction of the TRCA.
 - k. That adequate hydrogeology reports be completed for the proposed development to the satisfaction of the TRCA.
- 30.2 Prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof:
- a. That the applicant attain all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required, and those related to any associated infrastructure or stormwater management works required to support this development that may be located off of the subject property.
 - b. That a natural system enhancement strategy be completed, through the MESP or otherwise, to provide for the restoration of a proportionate share of the

valleylands and Greenlands System - consistent with Markham's Greenlands System vision for Markham Centre.

- c. That a supplementary environmental enhancement strategy be completed for all areas disturbed within and adjacent to valley and stream corridors as a result of construction or infrastructure related to servicing this development. These plans must identify that a significant net environmental gain has been provided with respect to terrestrial and aquatic habitat and cover, as result of proposed disturbance or adjacent works.
- d. That an assessment be completed of any headwater drainage features on the subject property, in accordance with TRCA¹'s most current guidelines. This assessment must demonstrate that the form and/or function of the feature(s) will be maintained with any modifications that are proposed to these features, in accordance with TRCA's guidelines. Should it be determined that the function of the features will not be maintained through the proposed stormwater management (SWM) scheme, revisions will be required to the proposed SWM scheme to preserve the function of the feature to the satisfaction of the TRCA. Should it be determined that modifications to the form of the feature are required to facilitate the proposed development within this subdivision, and these modifications are supported by the above noted Guidelines, appropriate compensation will be required (with preference given to enhancements on-site) to the satisfaction of the TRCA.
- e. That all stormwater outfalls and outflow channels related to the servicing of the subject lands be: naturalized; designed to incorporate TRCA's most current design guidelines; and be designed to where possible provide additional enhancements to water quality, quantity control, thermal impacts mitigation, and habitat.
- f. That the applicant attain all necessary approvals and permissions from the Ministry of Natural Resources, which may include those required under the Endangered Species Act, and from Fisheries and Oceans Canada that may be required for this development, its servicing, or any component thereof,
- g. That the owner agree in the subdivision agreement, in wording acceptable to the TRCA:
 - i. to carry out, orca use to be carried out, to the satisfaction of the TRCA, the recommendations of the technical report and plans referenced in TRCA's conditions;
 - ii. to implement the requirements of the TRCA's conditions in wording acceptable to the TRCA;
 - iii. to design and implement on-site erosion and sediment control in accordance with current TRCA standards;
 - iv. to maintain all stormwater management and erosion and sedimentation control

structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA;

- v. to obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA, in addition to all permits and approvals from Fisheries and Oceans Canada, and the Ministry of Natural Resources;
- vi. to erect a permanent fence to the satisfaction of the TRCA adjacent to valley and stream corridors, natural areas or Park blocks.
- vii. to design a monitoring protocol and provide the requisite funding and permissions for the construction and long-term monitoring and maintenance of the water balance and infiltration measures on this site to the satisfaction of the TRCA.
- viii. to implement all water balance/infiltration measures identified in the water balance study that is to be completed for the subject property.
- ix. to provide a proportionate contribution towards planting, restoration and enhancement of all disturbed areas within or adjacent to valley and stream corridors and natural areas, in addition to within all valleyland buffer areas in accordance with drawings to be approved by the TRCA. And, that monitoring and replanting of these areas be completed for a minimum 2 year period (or in accordance with City of Markham standards), with sufficient funds being secured through a letter of credit in favor of the City of Markham or TRCA, or other appropriate measure.
- x. to carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures) that service the subject lands prior to assumption of the subdivision by the City of Markham. And, to include appropriate clauses in all agreements of purchase and sale and/or condominium agreements, for lots or blocks on which stormwater management measures are being constructed to identify the presence of such measures and to clearly identify the owners responsibilities for long-term maintenance, and any restrictions to uses on any portion of their property that these may require.
- xi. Prior to a request for registration of any phase of this subdivision, 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.

- 30.3 That the size and location of all proposed stormwater management blocks and infrastructure - to which the subject lands drain - be confirmed to the satisfaction of the TRCA. And, if required, red-line revisions be made to the plan to expand into or relocate these stormwater management blocks on surrounding development lands within this subdivision to meet TRCA requirements.

- 30.4 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.

31 Transport Canada

- 31.1 Prior to the release of any lands for development the Owner shall confirm that the proposal complies with Transport Canada's height requirements for the Buttonville Airport, and any other applicable height regulations, shall incorporate any noise warning clauses in purchase and sale agreements, and any other applicable requirements dealing with matters such as waste disposal and lighting, and comply with the provisions of any Clearance Form which may be issued.

32 External Clearances

Prior to release for registration 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 shall advise that conditions 29.1 to 29.10 have been satisfied.
- b) The Toronto and Region Conservation Authority shall advise that Conditions 30.1 to 30.4 have been satisfied,
- c) The Ontario Ministry of Tourism, Culture and Sport shall advise that Condition 6.1 and 6.2 has been satisfied.
- d) The telephone or telecommunications provider shall advise that its conditions and requirements have been satisfied for conditions 23.
- e) Bell Canada shall advise that its conditions and requirements are satisfied for condition 24.
- f) Canada Post Corporation shall advise that its conditions and requirements have been satisfied for condition 25.
- g) Enbridge Gas shall advise that its conditions and requirements have been satisfied as per condition 26.
- h) Markham District Energy shall advise that its conditions and requirements have been satisfied as per condition 27.
- i) Alectra shall advise that its conditions and requirements have been satisfied as per condition 28.
- j) Transport Canada shall advise that its conditions and requirements have been satisfied as per condition 31.

ISSUED: XXXX, XX, XXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
 Director of Planning and Urban Design