

DRAFT PLAN CONDITIONS

THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM (THE “CITY”) TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-21013 2814712 ONTARIO LTD. (THE “OWNER”) ARE AS FOLLOWS:

1. General

- 1.1 Approval shall relate to a Draft Plan of Subdivision prepared by Malone Given Parsons, dated June 29, 2022, identified as drawing number 21-2943, and incorporate any redline revisions required to address comments from the City and external agencies including:
 - To ensure reliability of access for Fire Services vehicles under all conditions, two full moves and unobstructed means of street access, independent of one another shall be provided into the development. The proposed submission currently indicates less than two full moves
 - Any redline revisions required to address comments from the City and external agencies
- 1.2 This Draft Approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on XXXXX, unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a Subdivision Agreement with the City agreeing to satisfy all conditions of the City and Agencies, financial and otherwise, prior to final approval.
- 1.4 The Owner acknowledges and understands that prior to final approval of this Draft Plan of Subdivision, any amendments (if applicable) to the City’s 2014 Official Plan (as partially approved on November 24th, 2017 and further updated on April 9th, 2018), as amended, and applicable Zoning By-law, as amended to implement the Plan shall have come into effect in accordance with the provisions of the *Planning Act*.
- 1.5 The Owner acknowledges and agrees that the Draft Plan of Subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement any recommendations from studies required as a condition of draft approval, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.
- 1.6 Prior to the execution of the Subdivision Agreement, 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, Transportation Impact Studies, Functional Traffic Designs, Transportation Demand Management Studies, Master Environmental Servicing Plan, Sanitary Servicing Analysis, Stormwater Management Report, Environmental Site Assessments (ESA), Noise Studies, Servicing and Infrastructure Phasing plan, Photometric Studies, and Detailed Engineering Drawings, etc., to support the Draft Plan of Subdivision.

The Owner agrees to revise the Draft Plan of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.

- 1.7 The Owner shall implement the designs and recommendations of the accepted technical reports/studies submitted in support of the draft Plan of Subdivision including but not limited to, Transportation Impact Studies, Functional Traffic Designs, Transportation Demand Management Studies, Master Environmental Servicing Plan, Sanitary Servicing Analysis, Stormwater Management Report, Environmental Site Assessments (ESA), Noise Studies, Servicing and Infrastructure Phasing plan, Photometric Studies, and Detailed Engineering Drawings, etc., to the satisfaction of the City of Markham, and at no cost to the City of Markham.

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

- 1.8 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermains, sewers, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to the City.
- 1.9 The Owner shall agree in the Subdivision Agreement to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.
- 1.10 The Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial security for each phase of the Draft Plan of Subdivision as required by the City prior to the construction of municipal infrastructure required to service that phase of the development.
- 1.11 The Owner shall enter into a Construction Agreement and/or Encroachment Agreement or any other Agreements deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the Draft Plan of Subdivision and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.12 The Owner acknowledges and agrees to obtain required approval from the Region of York and any other applicable agencies.

2. Parkland Dedication

- 2.1 The Owner shall provide cash-in-lieu of parkland dedication prior to issuance of Building Permits, as per Planning Act Requirements.

3. Landscape Works (Streetscape Works)

- 3.1 Prior to execution of the Subdivision Agreement, the Owner shall submit landscape plans based on the approved design plans for all landscape/streetscape works, to the satisfaction of the Director of Planning and Urban Design, as follows:
- a) Provide 1.8 m high privacy wood screen fencing as required;
 - b) Any other landscaping as determined by the Director of Planning and Urban Design.
- 3.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.
- 3.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 4.1.
- 3.4 The Owner shall include in all agreements of purchase and sale the following clause:

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

- CORNER LOT FENCING
- REAR LOT LINE FENCING AS REQUIRED
- TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE CITY)
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.

THE DEVELOPER HAS BORNE THE COST OF THESE ITEMS AND THE HOME PURCHASER IS NOT REQUIRED TO REIMBURSE THIS EXPENSE.”

4. Tree Inventory and Tree Preservation Plans

- 4.1 The Owner covenants and agrees that as part of the Major Heritage Permit issuance, to submit for approval a Tree Inventory and Tree Preservation Plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.
- 4.2 The Owner covenants and agrees that as part of the Major Heritage Permit issuance, to submit a site grading plan showing the trees to be preserved based on the approved Tree Inventory and Tree Preservation Plan, and Arborist Report prior to the satisfaction of the Director of Planning and Urban Design.

- 4.3 The Owner shall obtain written approval from the Director of Planning and Urban Design prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.
- 4.4 As part of the Tree Inventory and Tree Preservation Plan, and in accordance with the City of Markham Streetscape Manual, the Owner covenants and agrees, prior to Major Heritage Permit issuance, to submit to the satisfaction of the Director of Planning and Urban Design, a tree compensation schedule detailing replacement and enhancement planting, or the replacement value, of any injured or destroyed trees.

5. Financial

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

6. Roads

- 6.1 The Owner shall convey Block 2, to the City, for road widening (sight triangle) purposes, free of all costs and encumbrances, to the satisfaction of the City upon registration of the plan of subdivision.

7. Municipal Services

- 7.1 Prior to registration of the plan of subdivision, the Owner shall satisfy the following conditions:
 - 7.1.1 Prepare and submit a Sanitary Servicing Analysis to the satisfaction of the City, to determine what is required to provide sanitary services for the development of the lands without causing adverse impacts in the sanitary sewer system, and to identify the recommendations and the necessary works to mitigate any impacts identified in the Sanitary Servicing Analysis. The recommendations can include sanitary servicing improvements and/or mitigation measures.
 - 7.1.2 Execute an agreement with the City securing the provision of sanitary servicing improvements and/or mitigation measures identified by the Sanitary Servicing Analysis related to the development of the lands.
 - 7.1.3 Implement all the recommendations and the necessary works identified in the Sanitary Servicing Analysis at their own cost to the satisfaction of the City.

8. Lands to be Conveyed to the City/Easement

- 8.1 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.
- 8.2 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.
- 8.3 The Owner shall convey all required blocks to the City, free of all costs and encumbrances, to the satisfaction of the City, upon registration of the Plan of Subdivision.

9. Utilities

- 9.1 The Owner shall agree in the Subdivision Agreement that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City and authorized agencies.
- 9.2 The Owner shall agree in the Subdivision Agreement to enter into any agreement(s) required by any applicable utility companies, including Alectra, Enbridge, telecommunications companies, etc.
- 9.3 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.
- 9.4 The Owner shall 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.
- 9.5 The Owner will consult with Canada Post to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plans. The Owner will provide for the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
 - 9.5.1 An appropriately sized sidewalk section (concrete pad) to place Community Mailboxes on;
 - 9.5.2 Any required walkway across the boulevard; and

9.5.3 Any required curb depressions for wheelchair access.

- 9.6 The Owner agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.
- 9.7 The Owner shall agree in the Subdivision Agreement that it will permit any telephone or 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 and any joint trenches so as to permit connection to individual dwelling units within the Plan of Subdivision as and when each dwelling unit is constructed.
- 9.8 The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
- 9.9 The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities and provide where application, an easement to Rogers to accommodate the relocated facilities.

10. Development Charges

- 10.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the Plan of Subdivision at the time the lands are transferred to the first purchasers.
- 10.2 The Owner shall pay all fees and development charges as set out in the Subdivision Agreement.

11. Environmental Clearance

- 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 earlier of 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 earlier of 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 and Reliance Letter from a Qualified Person to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the City of Markham. The Environmental Clearance and Reliance Letter will be completed in accordance with the City's standard and will be signed by the Qualified Person and a person authorized to bind the Owner's company. The City will not accept any modifications to the standard Environmental Clearance and Reliance Letter, except as and where indicated in the template.
- 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. Well Monitoring Program and Mitigation Plan

- 12.1 Prior to any site alteration activities, the Owner shall check if there are any active wells within 500 m of the Zone of Influence (ZOI). If any active wells are found within the ZOI, the Owner shall prepare and implement a Well Monitoring Program and Mitigation Plan, in accordance with the City's requirements to the satisfaction of the Director of Engineering.

13. Other City Requirements

- 13.1 The Owner acknowledges and agrees that firebreak lots within the Draft Plan shall be designated in the Subdivision Agreement, to the satisfaction of the Fire Chief. Fire hydrants shall be located at the end of each lane.
- 13.2 The Owner shall acknowledge and agree in the Subdivision Agreement that building permits will not be issued for lands in any stage of development within the Draft Plan of Subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and two separate, remote, and unobstructed full moves accesses is available.
- 13.3 The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval of the Fire Chief or designate.
- 13.4 Fire Services have identified the following accesses into the development:
- 1) Deer Park Lane into the private lane
 - 2) Main Street North into the private lane

If less than two full moves access is not provided into the development, the Owner shall provide an alternative solution to this subdivision requirement that shall be submitted to Fire Services for review and approval.

- 13.5 A townhouse block (structure) shall not exceed a distance of 45m in length.
- 13.6 The Owner covenants and agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per residence so that each purchaser may participate in the City's waste diversion program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials are deposited in each home on or before the date of closing, whichever occurs first.
- 13.7 The Owner shall ensure that upon dwelling occupancy, unobstructed roadway access, in accordance with the City's design requirements, will be provided for the safe passage of municipal waste collection vehicles on the designated collection day.
- 13.8 The Owner acknowledges, that at times when the required access cannot be provided, the Owner shall be responsible for moving all residential waste from the occupied dwellings to an alternate location, approved by the City Official, at the Owner's expense, for collection by the City.
- 13.9 The Owner acknowledges that all garbage, recyclables and organic materials shall be collected by the City once weekly in accordance with the City's collection schedule, as it may be amended from time to time.

14. York Region

- 14.1 The Owner shall agree to save harmless with 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.
- 14.2 The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel.1-866-668-3978) for route maps and the future plan maps.
- 14.3 The Owner shall agree, in wording satisfactory to Development Engineering, that Site Plan Application approvals from the Region are required to be in place before the commencement of any site alteration or construction works for Block 1 as indicated in the draft plan of subdivision as prepared by Malone Given Parsons Ltd. (dated June 29, 2022).
- 14.4 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 14.5 The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Markham:
- a) A copy of the Council resolution confirming that City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan of subdivision.
 - b) A copy of an email confirmation by a City of Markham staff member stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
- 14.6 The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to Development Services and the Infrastructure Asset Management for record.
- 14.7 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality.
- 14.8 Should the proposed development include bulk fuel ($\geq 2500L$) or bulk chemicals ($\geq 500L$) within the HVA, a Contaminant Management Plan (CMP) will be required prior to Site Plan approval for Water Resources review and approval. If a CMP is not required, a letter prepared by a qualified professional (P.Eng or P. Geo) shall be submitted to the Region stating that bulk fuel or bulk chemicals will not be occurring on the subject lands.
- 14.9 The Owner shall provide an executed copy of the subdivision agreement with the local municipality to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.

14.10 For any applications (Site Plan or Zoning By-law Amendment) deemed complete after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.

14.11 The Regional Corporate Services Department shall advise that Conditions 1 to 10 inclusive, have been satisfied

15. Streetlight Types:

15.1 The Owner shall agree in the Subdivision Agreement to contact the City prior to commencing the design for streetlighting to confirm the type(s) of poles and luminaires to be provided for different streets and/or lanes.'

16. Heritage

16.1 The Owner agree that the landscaping and maintenance of the yards fronting onto Main Street shall be the responsibility of the Condominium Corporation.

16.2 That the Owner agree that outdoor storage, including but not limited to waste receptables, barbeques, bicycles, sporting equipment, children's toys, etc. be prohibited for units fronting onto Main Street.

16.3 That the Owner agrees to include a warning clause for prospective buyers that there is limited on-street parking in the immediate vicinity.

17. External Clearances

17.1 Prior to final approval of the Draft Plan of Subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:

- a) York Region shall advise that condition 14 has been satisfied.
- b) Utilities clearances including Enbridge Gas Distribution, Alectra Utilities, Rogers and Canada Post.

Dated:

Stephen Lue, MCIP RPP, Senior Development Manager

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