

## **Appendix B: Conditions of Draft Plan of Subdivision Approval**

### **THE CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-22021 TH (WARDEN) DEVELOPMENTS (BT) INC. ARE AS FOLLOWS:**

#### **1.0 General**

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Malone Given Parsons identified as MGP Project No. 21-3176, dated November 30, 2022, Last Revised February 8, 2024 subject to outstanding City comments being addressed. The draft plan may be further redlined revised, if necessary, in order to meet the City's requirements.
- 1.2 This draft approval shall apply for a maximum period of five (5) years from date of issuance by the City, and shall accordingly lapse on June 26, 2029 unless extended by the City upon application by the Owner.
- 1.3 The Owner acknowledges and understands that prior to final approval of this Plan of Subdivision, an amendment to the city's zoning by-laws to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.4 The Owner shall enter into a Subdivision Agreement with the City with terms and conditions satisfactory to the City of Markham.
- 1.5 The Owner agrees to obtain required approvals from York Region and any other applicable public agencies to the satisfaction of the Director of Engineering.
- 1.6 Prior to the earlier of the execution of a pre-servicing or subdivision agreement 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.
- 1.7 The Owner agrees to design the watermain system to service the development will have a minimum of two independent water supply points to provide for adequate system redundancy and looping for domestic and fire protection purposes, to the satisfaction of the Director of Engineering.
- 1.8 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.

- 1.9 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.
- 1.10 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.
- 1.11 The Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial security for each phase of the draft Plan of Subdivision as required by the City of Markham prior to the construction of municipal infrastructure required to service that phase of development.
- 1.12 The Owner shall agree in the Subdivision Agreement to enter into a construction agreement and/or an encroachment agreement and/or any other agreement deemed necessary to permit the construction of municipal services, roads, stormwater management facilities or any other services external to the draft Plan of Subdivision and that are required to service the proposed subdivision phase to the satisfaction of the Director of Engineering and the City Solicitor (the "External Works").
- 1.13 The Owner agrees to obtain a road occupancy permit if required and/or permission or license to enter, from the external landowners prior to commencing the External Works to the satisfaction of the Director of Engineering, Director of Operations and City Solicitor. The Owner shall further agree in the Subdivision Agreement to pay all costs associated with the construction of the External Works to the satisfaction of the Director of Engineering.

## **2.0 Transportation Engineering - Roads**

- 2.1 The road allowances within the Plan of Subdivision shall be named to the satisfaction of the City and Regional Municipality of York ("Region").
- 2.2 The Owner agrees to design and construct all municipal roads and services in accordance with City standards and specifications.
- 2.3 The Owner shall covenant and agree in the Subdivision Agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the City, to the satisfaction of the City of Markham. The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the Subdivision Agreement to the satisfaction of the City. The Owner further agrees that dead end streets without temporary turning circles shall be barricaded to the satisfaction of the Director of Engineering and, conditions respecting the maintenance of such streets by the Owner until acceptance and assumption by the City will be included in the subdivision agreement.

- 2.4 Prior to registration of any phase that contains Street 2 (Street C), the Owner acknowledges and agrees to revise the Street 2 (Street C) right-of-way to accommodate the intersection widening at the Street 2 (Street C)/Street 1 (Street D) intersection, if required, to the satisfaction of the Director of Engineering.
- 2.5 Prior to registration of any phase that contains Street 1 (Street D), the Owner acknowledges and agrees to revise the Street 1 (Street D) right-of-way to accommodate the intersection widening at the Street 3/Street 1 (Street D) intersection, if required, to the satisfaction of the Director of Engineering.
- 2.6 Prior to registration, the Owner acknowledges and agrees that as part of the Transportation Mobility Plan, to identify locations where pedestrian crossovers are appropriate to support and maintain continuity of active transportation network to the satisfaction of the Director of Engineering. Furthermore, the Owner agrees to design and secure pedestrian crossovers, where required, to the satisfaction of the Director of Engineering. The pedestrian crossovers shall be constructed at the Owner's sole cost.
- 2.7 Prior to the registration of any phase of the subdivision that contains Street 1 (Street D), the Owner agrees to update the cross-section for Street 1 (Street D), to include 4.0 m multi-use pathways within the north and the south boulevards, to the satisfaction of the Director of Engineering.
- 2.8 Prior to the registration of any phase of the subdivision that contains the connection of Street 3 to Vine Cliff Boulevard, the Owner agrees to modify the lay-by parking bay within the north boulevard along Vine Cliff Boulevard, if required, in coordination with Berczy Warden Holdings Inc., to the satisfaction of the Director of Engineering.
- 2.9 Prior to the registration, the Owner agrees to review and demonstrate that the residential driveways along the public laneways are operationally feasible, to the satisfaction of the Director of Engineering.
- 2.10 Prior to the registration of any phase of the subdivision, the Owner agrees to provide a demonstration plan for site plan Blocks 36, 37 and 38 to further inform and/or provide recommendations for probable internal configuration and driveway locations to the to the satisfaction of the Director of Engineering.
- 2.11 The Owner agrees to implement the TDM Plan recommendations and provisions to be outlined in the Transportation Mobility Plan to the satisfaction of the Director of Engineering. The Owner further acknowledges and agrees to provide a TDM Letter of Credit in the amount reflective of the recommendations in the transportation Study.

### **3.0 Development Engineering – Municipal Services**

- 3.1 The Owner shall covenant and agree to design and construct all municipal services in accordance with City standards and specifications.

- 3.2 Prior to the release for registration of the Draft Plan of Subdivision, the Owner shall demonstrate to the satisfaction of the City of Markham that two independent water supply points for adequate redundancy and looping for domestic and fire protection purposes will be provided.
- 3.3 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.
- 3.4 The Owner acknowledges and agrees to construct the proposed watermain required to feed the booster pump station, located north of the subdivision within the DG Berczy Elgin Holdings Inc. lands in accordance with the Functional Servicing Report. Alternatively, the owner must make necessary arrangements with the adjacent landowner to ensure that adequate watermain is constructed to feed the booster pump station.
- 3.5 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 management strategies recommended in the previously accepted functional servicing and stormwater management reports.
- 3.6 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.

#### **4.0 Development Engineering - Lands to be Conveyed to the City / Easements**

- 4.1 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 watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.

- 4.2 The Owner shall convey Blocks 35 to the City, for stormwater management purposes, free of all costs and encumbrances, to the satisfaction of the City, upon registration of the plan of subdivision.

## **5.0 Development Engineering – Utilities**

- 5.1 The Owner shall agree in the Subdivision Agreement that hydro-electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City of Markham and authorized agencies.
- 5.2 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.
- 5.3 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.

## **6.0 Environmental Engineering - Environmental Clearance**

- 6.1 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.
- 6.2 Prior to the earlier of 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.
- 6.3 Prior to the earlier of the execution of a pre-servicing agreement or Subdivision Agreement of a phase within the draft Plan of Subdivision, the Owner 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.

- 6.4 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.
- 6.5 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.
- 6.6 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.

## **7.0 Storm Water Management**

- 7.1 Prior to final approval of the draft plan, the Owner shall submit a stormwater management study, prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for the draft plan for approval by the City and the Toronto and Region Conservation Authority. The Owner acknowledges and agrees that they will be required to construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater and overland flow purposes, and to revise the draft plan accordingly, as may ultimately be required.
- 7.2 Prior to final approval of the draft plan, the Owner shall submit a detailed design plan for Block 35 prepared by a qualified consultant, if and as required by the City.

- 7.3 The Owner acknowledges and agrees that, pending the confirmation of the proposed underground stormwater management facility design by the City, if there are any future changes to the proposed SWM facility type (e.g. wet pond) and/or treatment options, the SWM block size will be subject to adjustment, where necessary.

## **8.0 Development Charge (DC) Credits**

- 8.1 The City acknowledges and agrees that the portion of collector road right-of-way exceeding 23.5 m width in the draft plan of subdivision are eligible for City Wide Development Charge Credits and agrees to reimburse the Owner for their portion of the design, construction and property costs associated with roads identified as follows:

- Street 1 (Street D), from Warden Avenue to west limit of the subdivision
- Street 2 (Street C), from Street 1 (Street D) to Vine Cliff Boulevard

- 8.2 Prior to registration of any development phase the Owner acknowledges and agrees to design the traffic control signals at the Street 2 (Street C) / Street 1 (Street D) intersection, and construct them prior to occupancy, if required, to the satisfaction of the Director of Engineering.

Further, the City acknowledges and agrees that the traffic controls signals at the Street 2 (Street C) / Street 1 (Street D) intersection are eligible for City Wide Development Charge Credits and agrees to reimburse the Owner for their portion of the design and construction costs associated with the traffic signal.

- 8.3 The City acknowledges that the construction of the proposed PD6 watermain on Street 1 (Street D) and Warden Avenue in this subdivision is eligible for City Wide Development Charge Credits and agrees to reimburse the Owner for their portion of the design and construction costs associated with the watermain.
- 8.4 The Owner acknowledges and agrees that the Development Charge Credits and/or Reimbursement available to the Owner as described under clause 8.1, 8.2 and 8.3 shall be the lesser of: (i) the Actual Capital Cost of the above works and (ii) the cost as set out in the most updated Development Charges Background Study. The credit and/or reimbursement shall be completed through a DC Credit/Reimbursement Agreement and be consistent with the City's Development Charges Credit and Reimbursement Policy. The Owner and the City acknowledge and agree that the cost to be credit/reimbursed, shall be based on the cost included in the most updated Development Charges Background Study, at the time of the DC credit / reimbursement request.
- 8.5 The Owner agrees to enter into a separate Development Charge Credit and/or Reimbursement Agreement with the City on terms and conditions acceptable to the City's Solicitor and Treasurer if required by the City.

## **9.0 Streetlight Types – Municipal Engineering**

- 9.1 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.

**10.0 Services within Regional Road – Development Engineering**

- 10.1 The Owner acknowledges that the proposed watermain on Warden Avenue is subject to the approval from York Region. Prior to execution of the pre-servicing agreement or subdivision agreement, whichever is earlier, the Owner shall obtain approval from York Region for works within the Region right-of-way. In the event, York Region does not permit the installation of the proposed watermain within Warden Avenue right-of-way, the Owner shall revise the draft plan if required to provide alternate locations for the proposed watermain including providing servicing blocks if required to the City, to the satisfaction of the Director of Engineering.

**11.0 Fire**

- 11.1 Firebreak lots/blocks shall be designated within a subdivision plan agreement, to the satisfaction of the Fire Services.
- 11.2 The adequacy and reliability of water supplies, fire hydrant and fire department connection locations shall be subject to the review and approval of the Fire Services.
- 11.3 Fire hydrants for all developments shall be spaced at intervals not exceeding 90m. Fire hydrants shall be located at the beginning/end of each lane.
- 11.4 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.
- 11.5 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. If less than two full moves accesses are provided, each dwelling within the development shall be fully equipped with an automatic sprinkler system, designed in accordance with NFPA 13.
- 11.6 The Fire Services has identified the following accesses into the development:
- FD Access #1 – Warden Avenue to Street 1 (Street D)
  - FD Access #2 - Warden Avenue to Street 3 (via Vine Cliff Boulevard)
- 11.7 These two accesses shall remain unobstructed at all times during construction including afterhours, weekends and holidays. No gates, fencing or other types of obstructions are permitted. It shall be the owner's responsibility to secure the site by other means and shall be approved by the Fire Services.



- 11.8 A townhouse building shall not exceed a distance of 45m in length.
- 11.9 Lanes that service townhouse blocks with detached garages shall not exceed 90m.
- 11.10 If the required secondary Fire Services access can't be installed, than the applicant shall provide a paved temporary access that runs from Warden Avenue through blocks 34, 35, 37 or 38. The temporary access shall be designed in accordance with the minimum fire access route specifications indicated in the Ontario Building Code and be at least a minimum of 100m away from Fire Services access #1.

## **12.0 Waste**

- 12.1 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. Effective January 1, 2026, in accordance with Ontario Regulation 391/21: BLUE BOX, collection of recyclables shall be the obligation of product producers. The Owner is responsible for contacting the Resource Productivity and Recovery Authority, requesting information regarding the organization responsible for providing the site with recycling collection, and establishing recycling collection services.
- 12.2 The Owner agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per dwelling unit, so that each resident may participate in the City's waste management program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials provided by the City are deposited in each dwelling unit on or before the date of closing or new occupancy, whichever occurs first.
- 12.3 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.
- 12.4 The Owner acknowledges, that at times when the required access can not 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.

## **13.0 Urban Design**

### Tree Inventory and Tree Preservation Plan

- 13.1 The Owner shall submit for approval a Tree Inventory and Tree Preservation Plan to the satisfaction of the City's Director of Planning and Urban Design in accordance with the City Streetscape Manual dated 2009, as amended from time to time.

- 13.2 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit, Site Alteration Permit or Pre-Servicing Agreement, to the satisfaction of the City's Director of Planning and Urban Design.
- 13.3 The Owner shall obtain written approval from the City's 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.
- 13.4 The Owner shall submit for approval from the City's Director of Planning and Urban Design, as part of the Tree Inventory and Tree Preservation Plan, and in accordance with the City Streetscape Manual, a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
- a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1.
  - b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000).
  - c) Where a site does not allow for the 2:1 replacement, the City will require cash in lieu for tree replacement based on a valuation of section b).
  - d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.
- 13.5 The Owner acknowledges and agrees to implement the tree compensation schedule on a phase by phase basis, including submission of an updated Tree Inventory and Preservation Plan and Landscape Plans for each phase of development.

Community Design

- 13.6 The Owner shall implement and incorporate all requirements of the approved Berczy Glen Community Design Plan into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 13.7 The Owner shall retain a design consultant to prepare Architectural Control Guidelines to be submitted to the City's Director of Planning and Urban Design for approval prior to execution of the Subdivision Agreement.
- 13.8 The Architectural Control Guidelines shall include provisions requiring buildings to comply with the City's Bird Friendly Guidelines.
- 13.9 The Owner shall retain a design consultant to prepare Architectural Control Guidelines that incorporate age-friendly design elements to comply with the City's Age-Friendly Design Guidelines.

- 13.10 The Architectural Control Guidelines shall include provisions requiring a minimum of 5% of the low-rise product to be limited to having 2 risers or less (not including the door threshold) to the level of the porch. The architectural design and site grading shall be proposed to accommodate with these requirements.
- 13.11 The Owner shall retain a design consultant acceptable to the City's Director of Planning and Urban Design to implement the Architectural Control Guidelines.
- 13.12 Plans submitted for model home permits for any building within the Draft Plan of Subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines.
- 13.13 The Owner shall ensure that the design architect for any buildings within this Draft Plan of Subdivision shall not also assume the role of control architect for this Draft Plan of Subdivision.
- 13.14 The Owner acknowledges and agrees to submit townhouse siting applications for all townhouse blocks in accordance with Section 4. (j) of the City Site Plan Control By-Law 262-94, as amended, to the satisfaction of the City's Director of Planning and Urban Design.
- 13.15 Right-of-way road design shall be consistent with the latest approved FUA road cross sections. Any changes to right-of-way design shall be approved by the City.

#### Landscape Works

- 13.16 Prior to the release for registration of each phase within this Draft Plan of Subdivision and execution of Subdivision Agreement, the Owner shall submit landscape plans prepared by a qualified landscape architect based upon: the North Markham Urban Design Guidelines, the approved Architectural Control Guidelines, and the approved Berczy Glen Community Design Plan, to the satisfaction of the City's Director of Planning and Urban Design, and including the following:
  - a) For all public streets, streetscape plan and street tree planting in accordance with the City Streetscape Manual dated June 2009;
  - b) A specialized depth of topsoil (300mm minimum) in the entire municipal boulevard to appropriately plant boulevard trees in accordance with the City Streetscape Manual dated June 2009;
  - c) For all corner lots provide privacy wood screen corner lot fencing, as required;
  - d) Noise attenuation fencing as required;
  - e) For all lots backing or flanking onto a Park Block, or SWM Facility Block, a 1.5m high galvanized steel chain-link fence (footing and fencing) shall be placed on public property, as determined appropriate by the City's Director Planning and Urban Design;
  - f) For areas where a galvanized steel chain link fence meets a privacy or acoustic

fence, the galvanized steel chain link fence shall overlap the abutting privacy or acoustic fence by 0.5 m and provide a separate footing to deter entrance to a Park Block or SWM Facility Block and minimize conflicts with the privacy or acoustic fence foundation, as determined appropriate by the City's Director Planning and Urban Design;

- g) For all lots flanking onto Mid-block Walkway Connection Blocks and Servicing Blocks, a 1.2 m high decorative metal fence (footing and fencing) shall be placed on the private property and be aligned with the privacy or acoustic fence;
- h) For all lots flanking onto a snow storage area or utility notch, a 1.2 m high decorative metal fence (footing and fencing) shall be placed on private property;
- i) For Stormwater Management Facility Block and Mid-block Walkway Connection Blocks provide landscaping;
- j) A trail network within Stormwater Management Facility Block;
- k) The proposed townhouse blocks shall not exceed 8 contiguous units or 45 meters in length, and a min. 3.0 m wide break shall be proposed between each townhouse block;
- l) For all lane-based townhouses, corner lots, and gateway lots as identified in the Architectural Control Guidelines, provide a front yard landscaping plan with low maintenance planting species in order to reduce need for front yard lawn mowing and achieve the minimum landscape coverage for each lot;
- m) Any other landscaping as determined in the Community Design Plan, Architectural Control Guidelines and Tree Inventory and Compensation Schedule; and
- n) For all yards adjacent to minor and major collector roads, provide front yard tree plantings in soil trenches, where possible.

13.17 The Owner shall construct all landscape works referred to in Condition 13.16 in accordance with the approved plans at no cost to the City. The construction of trail network, item 13.16 j) may be eligible for Development Charge credits at the discretion of the Director of Planning and Urban Design.

13.18 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 13.19.

13.19 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 HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:

- STREET TREES (TREES PLANTED IN THE CITY BOULEVARD OR IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS to meet 13.16.m).
- FENCING AS REQUIRED BY THE CITY.
- FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE CITY).
- TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE CITY).

- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY.
- FENCING OF SCHOOLS, PARKS, WALKWAYS, SERVICING, AND STORMWATER MANAGEMENT FACILITY BLOCKS.
- BUFFER PLANTING AND LANDSCAPING FOR, WALKWAY AND STORMWATER MANAGEMENT FACILITY BLOCKS
- SUBDIVISION ENTRY FEATURE AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.
- FRONT YARD LANDSCAPING FOR CERTAIN LANE BASED TOWNHOUSE UNITS.

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

#### Trail System

- 13.20 The Owner acknowledges and agrees to implement a trail system in Stormwater Management Facility Block as per the requirements of the Community Design Plan, to the satisfaction of the City’s Director of Planning and Urban Design and the City’s Director of Engineering. The trail system shall be implemented corresponding to the time before the conveyance of Stormwater Management Facility Block containing sections of the associated landscape works, and the time of construction of landscape works, to the City’s Director of Planning and Urban Design’s satisfaction. The owner agrees that the trail system shall be implemented and constructed through an agreement between the owners of this Draft Plan of Subdivision, the other landowners within Berczy Glen Secondary Plan area, and the City.

#### Financial

- 13.21 Prior to execution of the Subdivision Agreement, the Owner shall provide a Letter of Credit, in an amount to be determined by the City’s Director of Planning and Urban Design, to ensure compliance with applicable tree preservation, tree compensation, fencing, streetscape, landscape works,, the under-dedicated portion of the parkland dedication requirement, and other landscaping requirements applicable to the subject phase.

#### Parks and Open Space

- 13.22 The Owner covenants and agrees that the parkland dedication requirement for the Draft Plan of Subdivision is 2.407 hectares (the “Total Parkland Requirement”), calculated at a rate of 1 hectare per 600 units, in accordance with the Planning Act, and calculated as follows:
- $$(1 \text{ hectare} / 600 \text{ units}) \times 1,444 \text{ units} = 2.407 \text{ hectares}$$
- 13.23 The Owner covenants and agrees to convey Park Blocks 34 and 35 inclusive to the City, free of all costs and encumbrances, to the satisfaction of the City’s Director of

Planning and Urban Design, upon registration of the phase of the plan of subdivision containing the area surrounding the park block.

Block Number	Park Type	Area
Block 34	Parkette	1.13 hectares
Block 35	Park / SWM Facility	0.435 hectares (50% parkland dedication of 0.87 ha)
<b>Total</b>	<b>2</b>	<b>1.565 hectares</b>

- 13.24 The Owner acknowledge and agrees that the parkland dedication through conveyance of Park Blocks 34 and 35 is partially satisfied through the dedication of 1.565 hectares of parkland. The parkland dedication shortfall of 0.842 hectares shall be reconciled through the Berczy Glen Landowners Group's cost sharing agreement, and calculated as follows:

Total Parkland Requirement – Parkland Provided = Draft Plan Subdivision  
Parkland Shortfall

2.407 hectares – 1.565 hectares = **0.842 hectares**

- 13.25 A letter of credit shall be held for the parkland dedication until the parkland dedication is fully reconciled by the Berczy Glen Landowners Group's cost sharing agreement to the satisfaction of the City's Director of Planning and Urban Design.
- 13.26 Prior to the release for registration of each phase within this Draft Plan of Subdivision, the Owner shall provide the City's Director of Planning and Urban Design with a letter from the Berczy Glen Landowners Group Trustee certifying the details of the total parkland dedication to date for this Draft Plan of Subdivision and the other Draft Plan of Subdivisions located within the Berczy Glen Secondary Plan Area, as of the date of the subject phase's Subdivision Agreement execution.

#### Base Park Development

- 13.27 The Owner shall provide and/or install the following in support of the base park construction for Blocks 34 and 35:
- a) a 50mm diameter water line be installed to service the park blocks 33 and 34. The water services will have a shutoff valve at the park property line with the service extending one metre into the park block and shall be plugged;
  - b) A 120/240 volt, single-phase, three-wire power supply to be made available to the park blocks 34 and 35. The provision of this power supply will consist of a 3-conductor #3/0 aluminum underground cable drop located inside of the park property, three metres from the street line and one metre from the adjacent property line. The cable supply will originate from the closest single-phase pad mounted transformer and will be left coiled and attached to a 2"x4" wood stake, visible above grade;

- c) storm water catch basin/manhole at the low end of each Park Block for each drainage area;
- d) 200mm diameter sanitary line and terminating in a manhole at an elevation flush with surrounding adjacent grades at the low end of the park block;
- e) rough grade using clean structural -fill to minus 300mm (+50mm tolerance) below finished grade from the approved engineered grading plans or 12" below (+2" tolerance) and certified by the Engineer, in accordance with City standards. Grade to be inspected and certified by the Engineer as engineered, structural, debris free, non-organic, compacted to 95% SPD and shall be accompanied by the Engineer's seal which has been signed and dated by them along with an electronic CAD drawing file containing as-built information which supports the certification of grades minus 300mm (+50mm tolerance) below engineered grading plans. Plans shall show spot elevations on a 10m x 10m grid, contours at 0.25m contour intervals, as well as perimeter grades which match approved grading plans. Should any issues arise during park construction with regards to the structural capacity of the sub-soil or presence of topsoil fill, debris, etc., and additional works are required to ensure that the Park can be built to City standards, the Owner shall, at the direction of the City's Director of Planning and Urban Design, undertake such as additional work as required;
- f) upon the completion of rough grading and topsoiling of the park block, provide geotechnical report completed by a qualified professional confirming suitable parkland soil requirements, bearing capacity of subsoil, textural class, and chemical analysis identifying no contaminants with a bore hole log report including a minimum of four (4) boreholes per acre. Should the results of the existing sub soils not meet suitable park land soil requirements or should any issues arise during above base park construction by the City with regards to the structural capacity of the sub-soil or presence of topsoil fill, debris, etc., and additional works are required to ensure that the park can be built to City standards, the Owner shall, at the direction of the City's Director of Planning and Urban Design undertake such additional work as required to excavate and remove soils to an appropriate depths and supply and install suitable soils at the Owners expense;
- g) prior to spreading topsoil, provide results of topsoil fertility testing, confirming that the topsoil to be installed in the Park meets the City's requirement for levels of nitrogen, phosphorus, potassium, micro nutrients and its textural class and organic content etc. The Owner agrees to amend topsoil according to the City's current specifications for 'Topsoil and Finish Grading', to the satisfaction of the Director of Planning and Urban Design;
- h) provide and install topsoil to a depth of 300 mm spread over the entire park including removal of all boulders and non-organic debris larger than 100mm from topsoil, and seed the park with a City approved seed mix to the satisfaction of the Director of Planning and Urban Design;
- i) install temporary fence around entire Park at the property line, complete with construction gate, in accordance with OPSD 971.101 and maintain the fencing until for the two-year maintenance period, or until final acceptance of the Park by the City;

- j) grade, topsoil and sod all adjacent boulevards and maintain turf debris free;
  - k) protect all park monuments and re-monument monuments at the time of park construction or at Assumption of Subdivision, whichever occurs first;
  - l) base parkland as-built survey (AutoCAD format) completed by an Ontario Land Surveyor that is to the satisfaction of Director of Planning and Urban Design;
  - m) any other landscaping required by the approved Community Design Plan; and
  - n) maintenance of the Park, including cutting the grass a minimum of six times per year, between the dates of May 1 and October 30th, for the two-year maintenance period and removal of all refuse, junk, stones, dumping, debris or other material deposited on the Park, at the expense of the Owner until final acceptance of the Park by the City, to the satisfaction of the Director of Planning and Urban Design.
  - o) The Owner acknowledges and agrees that the foregoing park components set out in clauses 13.28a) to n) are not eligible for credit against development charges.
- 13.29 Stockpiles, shoring/staging works, or storage of construction equipment or materials, other than the materials, equipment, and stockpiles required for the base park work, are not permitted on lands conveyed or to be conveyed to the City for park purposes unless approved in writing by the Director of Planning and Urban Design.

Above Base Park Development

- 13.30 The Owner shall be responsible for the above base parkland development of Block 35, subject to availability of development charges funding and budget approval.

**14.0 Other City Requirements**

- 14.1 Prior to final approval of the draft Plan of Subdivision or any phase thereof, the Owner shall enter into a Developers Group Agreement(s) to ensure the provision of community and common facilities such as school sites, municipal services, parks and public roads in the Berczy Glen Secondary Plan area, to the satisfaction of the City (Commissioner of Development Services and City Solicitor), and a certificate confirming completion of such agreement(s) shall be provided to the City by the Developers Group Trustee to the satisfaction of the City Solicitor.
- 14.2 That the Owner covenants and agrees to provide written clearance from the Trustee of the Berczy Glen Landowners Group, prior to registration of any phase of the draft Plan of Subdivision, to the satisfaction of the Director of Planning and Urban Design.
- 14.3 The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder, or their real estate agents:

Parks by type, including a Park Concept Plan and Streetscape Plans; stormwater management facility and related facilities; schools by type; place of worship sites; other institutional sites by type; commercial sites by type; other surrounding land



uses and facilities as specified by the City; existing or future; arterial and collector roads, transit routes and stops; City approved sidewalk, walkway and bike route locations; City approved postal box and utility furniture locations or possible locations if prior to approval; City lot grading standards.

All display plans shall be reviewed and approved at the sales office by City staff, prior to the displaying at the sales office.

- 14.4 The Owner shall covenant and agree in the Subdivision Agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- a) the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
  - b) the City's zoning by-law restricts the width of the driveway, this width does not allow two cars to park side by side; and,
  - c) overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City.
- 14.5 The Owner covenant and agrees in the Subdivision Agreement to implement the strategy and actions of the Community Energy Plan in support of the City's net zero emissions by 2050 objective, to the satisfaction of the Director of Sustainability and Asset Management and the Director of Planning and Urban Design.
- 14.6 The Owner covenants and agrees in the Subdivision Agreement to provide a minimum of 7 of the low-rise units with built-in secondary suites, to the satisfaction of the Director of Planning and Urban Design.

## **15.0 Canada Post**

- 15.1 The Owner/developer agrees to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
- 15.2 The Owner/developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.
- 15.3 The Owner/developer will consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailbox and to indicate these locations on the appropriate servicing plans.
- 15.4 The Owner/developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
- a) An appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on.
  - b) Any required walkway across the boulevard.
  - c) Any required curb depressions for wheelchair access.

- 15.5 The Owner/developer further agrees to determine and 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 the new homes as soon as they are occupied.
- 15.6 The Owner/developer further agrees to provide Canada Post at least 60 days' notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.

**16.0 York Region**

Clauses to be Included in the Subdivision Agreement

- 16.1 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.
- 16.2 The Owner shall agree that prior to the development approval of Block 34, 35, 37 and 38, that access to Blocks 34, 35, 37, and 38 shall be via the internal road network and direct access to Warden Avenue will not be permitted.
- 16.3 The Owner shall agree to provide the following clause in all subsequent Site Plan Agreements, Purchase Agreements, Lease and Tenant Agreements and any related Condominium Agreements and Declaration of Condominium Agreements, of the future vehicular interconnection(s) and the potential increase in traffic.

“THE OWNER COVENANTS AND AGREES TO ADVISE POTENTIAL PURCHASERS, IN ALL AGREEMENTS OF PURCHASE AND SALE, CONDOMINIUM AGREEMENTS AND DECLARATION OF CONDOMINIUM AGREEMENTS, THAT NO VEHICULAR DRIVEWAY ACCESSES OR ROAD(S) WILL BE PERMITTED FROM BLOCKS 34, 35, 37, AND 38 TO/FROM WARDEN AVENUE.”

- 16.4 The Owner shall agree to implement the recommendations of the revised Transportation Study, including TDM measures and incentives, as approved by the Region.
- 16.5 The Owner shall agree to reserve an unobstructed location for the future construction of passenger standing areas/shelter pads identified below:

On Street: Street C

At Street: Street 7

Location: Northbound on Street C, south of Street 7, on Block 17

Standard Specifications: 1.01

On Street: Street C

At Street: Street D

Location: Northbound on Street C, south of Street D, on Block 36 Medium Density  
Standard Specifications: 1.01

On Street: Street C

At Street: Street E (aka Vine Cliff Blvd)

Location: Southbound on Street C, north of Street E, on Block 33 Secondary  
School  
Standard Specifications: 1.01

On Street: Street D

At Street: Street C

Location: Eastbound on Street D, west of Street C, on Block 33 Secondary School  
Standard Specifications: 1.01

On Street: Street D

At Street: Street 3

Location: Eastbound on Street D, west of Street 3, on Block 36 Medium Density  
Standard Specifications: 1.01

On Street: Street D

At Street: Warden Avenue

Location: Eastbound on Street D, west of Warden Avenue, on Block 37 High  
Density Standard Specifications: 1.01

- 16.6 The Owner shall agree that landscaping should not interfere with the identified bus stop[s], passenger standing area[s], shelter[s] or corner sightlines in accordance with Appendix A (Location of YRT Bus Stops / Shelter Pads). Bus stop[s] located in front of the employment areas shall be incorporated into the landscape design.
- 16.7 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.
- 16.8 The Owner shall agree, in wording satisfactory to Development Engineering, that an Engineering Approval or Site Plan Application approval from Region is required to be in place before the commencement of any site alteration or construction works for Blocks 34, 35, 37, and 38 abutting Warden Avenue.
- 16.9 The Owner shall agree where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region Right-Of-Way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the area municipality. Failure to maintain these landscape features to York Region's satisfaction will result in the area

municipality incurring the cost of maintenance and/or removal undertaken by the Region.

16.10 The Owner shall agree to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.

16.11 The Owner shall agree that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.

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

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".

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

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

16.14 The Owner shall agree to be responsible for determining the location of all utility plants within Warden Avenue Right-Of-Way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

Conditions to be Satisfied Prior to Final Approval

16.15 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.

- 16.16 The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Markham:
- a) A copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan of subdivision; and
  - 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.
- 16.17 The Owner shall provide an electronic set of the final engineering drawings showing the water and wastewater infrastructure for the proposed development to Development Services and Infrastructure Asset Management for record.
- 16.18 The Owner shall demonstrate that intersection of Street 1 (Street D) and Warden Avenue is designed to the satisfaction of the Region.
- 16.19 Should the proposed major development include bulk fuel ( $\geq 2500\text{L}$ ) or bulk chemicals ( $\geq 500\text{L}$ ) within the Highly Vulnerable Aquifer (HVA), a Contaminant Management Plan (CMP) will be required prior to draft plan of subdivision approval, for Water Resources review and approval.
- If a CMP is not required, a letter prepared by a qualified professional will be required in its place stating that the above noted activities will not be occurring.
- 16.20 Prior to and concurrent with the submission of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
- a) Plan and Profile for the York Region road and intersections;
  - b) Cross Section on Warden Avenue Right-Of-Way at 20m interval where the site is abutting;
  - c) Grading and Servicing;
  - d) Intersection/Road Improvements, including the recommendations of the Traffic Report;
  - e) Construction Access Design;
  - f) Utility and underground services Location Plans;
  - g) Signalization and Illumination Designs;
  - h) Line Painting;
  - i) Traffic Control/Management Plans;
  - j) Erosion and Siltation Control Plans;
  - k) Landscaping Plans, including tree preservation, relocation and removals;
  - l) Arborist Report;

- m) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;
  - n) Functional Servicing Report (water, sanitary and storm services);
  - o) Water supply and distribution report;
  - p) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
- 16.21 The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the Warden Avenue Right-Of-Way. Only those works located in their ultimate location based on the next planning upgrade for this Right-Of-Way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
- 16.22 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality.
- 16.23 The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
- 16.24 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
- 16.25 The Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
- 16.26 The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation / Removals Plan and Arborist Report identifying all existing woody vegetation within the Warden Avenue Right-Of-Way to be removed, preserved or relocated. The report /plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
- 16.27 The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.

- 16.28 The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
- 16.29 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.

- 16.30 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 20.5 metres from the centreline of construction of Warden Avenue and any lands required for additional turn lanes at the intersections;
  - b) A 15 metre by 15 metre daylight trapezoid at the Street 1 (Street D) and Warden Avenue intersection;
  - c) A portion of the southeast corner of Block 38 to provide a 15 metre by 15 metre daylight triangle at the northwest corners of adjacent development Vine Cliff Boulevard and Warden Avenue intersection; and
  - d) A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts Warden Avenue and adjacent to the above noted widening(s).
- 16.31 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.
- 16.32 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right-of-Way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
- 16.33 The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required road improvements for this subdivision. The report/plan, submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 16.34 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.
- 16.35 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.



- 16.36 The Regional Corporate Services Department shall advise that Conditions 16.1 to 16.35 inclusive, have been satisfied.

**17.0 Ministry of the Environment Conservation and Parks (MECP)**

- 17.1 The Owner shall agree in the subdivision agreement to satisfy any requirements with respect to the Provincial Endangered Species Act.

**18.0 Heritage**

- 18.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall undertake an archaeological assessment for any lands within the draft plan identified as possessing known archaeological resources or areas of archaeological potential (as defined in Section 4.6.1 of the Markham Official Plan, 2014) as per the requirements of the Ontario Heritage Act and any associated regulations. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to confirmation from Provincial officials indicating that all matters relating to archaeological resources have been addressed in accordance with licensing and resource conservation requirements.
- 18.2 The Owner shall covenant and agree in the Subdivision Agreement to implement any measures recommended by archaeological assessment, to the satisfaction of the Province.
- 18.3 The Owner covenants and agrees to advertise the availability of the existing single detached dwelling and accessory buildings at 10508 Warden Avenue for relocation or salvage by others, to the satisfaction of the Manager, Heritage Planning

**19.0 York Region District School Board (YRDSB)**

- 19.1 That prior to final approval, the owner shall have made Agreement satisfactory to the York Region District School Board for the transfer of a partial public secondary school site. The partial secondary school site, Block 33, shall contain not less than 3.40 hectares and be free and clear of all encumbrances including but not limited to natural features.
- 19.2 That the underlying zoning for the school block shall permit a building height of no less than 20m.
- 19.3 That the owner shall agree in the Subdivision Agreement in wording satisfactory to the York Region District School Board:
- a) to grade the school site and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;

- b) to remove any buildings on the school site;
- c) to remove trees, as required to accommodate school layout;
- d) to provide a letter of credit pertaining to stockpiling and removal of topsoil, by taking the volume of topsoil to be stored upon the school site and multiplying such volume by 200% of the current market prices for waste material disposal, as set forth in the latest version of Hanscomb's Yardsticks for Costing, Cost Data for the Canadian Construction Industry, to the satisfaction of the York Region District School Board;
- e) to remove stockpiled topsoil within 30 days of written notice by the Board and in doing so compact, fill with clean material, replace any topsoil disturbed in the grading process and at the same time sod/seed the same lands to specifications determined by the Board;
- f) to construct a black vinyl coated chain link fence, Type II 1 ½ “ mesh, 1.8 m high along all boundaries of the school blocks, including road frontage(s) at the discretion of the Board;
- g) to construct the fences prior to the issuance of building permits for Phase 1 of the subdivision;
- h) to erect and maintain a sign on the public school site at such time as the relevant access roads are constructed, indicating that the date has not been set for the construction of the school;
- i) to provide a geotechnical investigation and Phase 1 and Phase 2 environmental site assessment conducted by a qualified engineer. For an elementary school site a minimum of eight boreholes shall be required and for a secondary school site a minimum of sixteen boreholes shall be required
- j) to provide the foregoing at no cost to the board.
- k) To assume any upstream and downstream charges for hydro, natural gas, sanitary and storm drainage, and water supply.

- 19.4 That the owner shall submit to the York Region District School Board, at no cost to the Board, a letter from a qualified consultant concerning:
- a) the suitability of the school site for school construction purposes, relating to soil bearing factors, surface drainage, topography and environmental contaminants;
  - b) the availability of natural gas, electrical, cable, water, storm sewer and sanitary sewer services.
- 19.5 That the owner shall agree in the Subdivision Agreement, in wording acceptable to the York Region District School Board that the services referred to in Condition 19.3 b) shall be installed to the mid-point of the frontage of the elementary school site and positioned as designated by the Board, at no cost to the Board.
- 19.6 That prior to final approval, the owner shall submit to the School Board an initial set of engineering plans for review and approval, and subsequently, a copy of the final engineering plans as approved by the *City of Markham* which indicate the storm drainage system, utilities, and the overall grading plans for the complete subdivision area.

- 19.7 That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that adequate electrical capacity will be supplied to the school site frontage by the developer at no cost to the Board.
- 19.8 That prior to final approval, the local hydro authority shall have confirmed in writing to the Board that they are satisfied that payment for any upstream and downstream charges will be made by the original developer.
- 19.9 That the subdivision agreement includes warning clauses advising the *City of Markham*, property owners and purchasers of lots within the draft plan that unless the provincial funding model provides sufficient funds to construct new schools, there can be no assurance as to the timing of new school construction nor a guarantee that public school accommodation will be provided within the subject plan notwithstanding the designation of the school site.
- 19.10 That the York Region District School Board shall advise that conditions 19.1 to 19.9 inclusive, have been met to its satisfaction. The clearance letter shall include a brief statement detailing how each condition has been satisfied or carried out.

**20.0 Rogers**

- 20.1 The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Communications Service Providers facilities within the Subdivision, and (b) provide joint trenches for such purpose.
- 20.2 The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
- 20.3 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.
- 20.4 The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

**21.0 External Clearances**

- 21.1 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) Canada Post shall advise that Conditions 15.1 to 15.6 have been satisfied.
  - b) The Regional Municipality of York Planning Department shall advise that Conditions 16.1 to 16.36 have been satisfied.
  - c) The York Region District School Board shall advise that Conditions 19.1 to 19.10 have been satisfied.
  - d) Rogers shall advise that Conditions 20.1 to 20.4 have been satisfied.

Dated: J u n e 24 , 2024  
Stephen Lue, Senior Development Manager