

THE CONDITIONS OF THE CITY OF MARKHAM (THE “CITY”) TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF DRAFT PLAN OF SUBDIVISION 19TM-22008 (JD ELM CORNELL LANDS LTD. – THE “OWNER”) ARE AS FOLLOWS:

City of Markham Conditions

1. General

- 1.1. Approval shall relate to a Draft Plan of Subdivision prepared Bousfields Inc. with a Survey Certificate from J.D. Barnes Ltd., dated June 3, 2024, identified as Drawing No. 21245-47dp.
- 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 XXX, unless extended by the City upon application by the Owner.
- 1.3. The Owner shall enter into a Subdivision Agreement with the City of Markham (the “City”) with terms and conditions satisfactory to the City.
- 1.4. The Owner acknowledges and understands that prior to final approval of this Draft 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*.
- 1.5. The Owner agrees to obtain required approvals from the Regional Municipality of York (“York Region”), York Region District School Board (“YRDSB”), and Toronto and Region Conservation Authority (“TRCA”), and any other applicable public agencies, to the satisfaction of the Director of Planning and Urban Design, or designate.
- 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, all technical reports, studies, and drawings, including but not limited to, Transportation Impact Assessment Study, Functional Traffic Design Study, stormwater management report, functional servicing report, design brief, detailed design drawings, noise study, streetlighting design and photometric analysis, 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 Assessment Study, Functional Traffic Design Study, stormwater management report, functional servicing report, design brief, detailed design drawings, noise study, streetlighting design and photometric analysis, to the

satisfaction of the City, and at no cost to the City. The Owner agrees to revise the draft plan of subdivision as necessary to incorporate the recommendations, to implement or integrate any recommendations from the above technical reports/studies.

- 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.
- 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 development.
- 1.11. The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any other agreement deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the draft plan of subdivision to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.12. The Owner shall covenant and agree in the subdivision agreement to include in the building permit application all mitigation recommendation from the geotechnical consultant to waterproof basements which are below the ground water to the satisfaction of the Chief Building Official on a lot specific basis. The Owner shall further covenant and agree that the acceptance of these measures will be subject to approval from the Chief Building Official.

Engineering

2. Roads

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the City and Regional Municipality of York ("Region").
- 2.2 The Owner shall covenant and agree to design and construct all municipal roads in accordance with City standards and specifications.
- 2.3 The Owner shall covenant and agree to complete a phasing analysis as part of the Transportation Impact Study to demonstrate the transportation and road network (e.g., the construction of north-south local road: Street 'A' and the signalization of Highway 7 and Stoney Stanton Road) requirement for each development phase.

- 2.4 The Owner shall covenant and agree to update the road network to the satisfaction of the Director of Engineering to reflect cross-section elements consistent to a collector road for Rustle Woods Avenue

The Owner further acknowledges that such revision may affect the immediate lot layout and requires revisions to the draft plan.

- 2.5 The Owner covenants and agrees that a traffic signal design will be prepared for the Bur Oak Avenue and Rustle Woods Avenue intersection to the satisfaction of the Director of Engineering. Further, the Owner covenants and agrees that the traffic signal control at the Bur Oak Avenue and Rustle Woods Avenue will be completed and in operation upon Rustle Woods Avenue (the westerly leg) connecting to Bur Oak Avenue.

- 2.6 The Owner acknowledges and agrees to design and construct any necessary improvements at the Bur Oak Avenue and Arthur Bonner Avenue intersection, to the satisfaction of the Director of Engineering.

- 2.7 The Owner covenants and agrees to design and construct a multi-use path with a minimum width of 3.0 m on the north side of Highway 7 along the site frontage of Block 3, at no cost to the City to the satisfaction of the Director of Engineering.

- 2.8 Prior to registration, the Owner shall covenant and agree to revise the draft Plan of Subdivision to show the required ROW rounding radius / daylight triangle of all road intersections, as necessary, to the satisfaction of the Director of Engineering.

- 2.9 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, where required, 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.

2.10 Street A

- a. The Owner acknowledges that Street A within the Owner's subdivision constitutes approximately the east half of the right-of-way of Street A and the remainder of Street A right-of-way (the "Remainder Right-of-way") is located on the adjacent lands with municipal address XXXXX. Upon registration of the plan, the Owner agrees to convey to City, free of all costs and encumbrances, all property required for the entire right-of-way of Street A, or to make alternate

arrangements for Street A to the satisfaction of the Director of Engineering and the City Solicitor.

- b. The Owner covenants and agrees to enter into an agreement with the City and the owner of the Adjacent Lands 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.

3. Transportation Demand Management

3.1 The Owner shall covenant and agree in the Subdivision Agreement to enter into a Travel Demand Management (TDM) agreement with the City to implement the following specific TDM measures, prior to the City deeming site plan control application for each development block complete:

- Unbundled of Parking for all residential units;
- At least one bike repair station for each residential tower;
- Car-share services
 - One car-share vehicle and associated dedicated parking space shall be provided for each development block with residential use;
 - Fully subsidized car-share membership for all residential units for a minimum of 3 years;
 - Fully subsidized unmet minimum revenue to sustain the car-share program for a minimum of 3 years.
- Bike share program for a minimum of 3 years that is available to all residential units within the subdivision with a minimum number of 45 bikes available for bike share and with at least 40% (18 bikes) being power assisted bicycles;
- PRESTO transit cards with a minimum pre-loaded amount of \$200 for each residential unit;
- A \$300 voucher provided to each residential unit, cashable only upon the purchase of an e-bike from a list of approved vendors (redeemable within 3 years of occupancy);
- Post development parking surveys;
- Residential travel surveys: one (1) at the time of closing/at occupancy and one (1) at 2 years after occupancy;
- Commitment to reserve a venue (e.g., a meeting room) and to host at least 2 information sessions for each residential tower to assist York Region in distributing transit incentives and information packages.

4. Municipal Services

- 4.1 The Owner shall covenant and agree to design and construct all municipal services in accordance with the City's standards and specifications.
- 4.2 Prior to the release for registration of the Draft Plan of Subdivision, the Owner shall undertake an appropriate downstream sanitary capacity analysis, enter into a subdivision agreement to undertake the necessary downstream improvements, if warranted by the analysis, and confirm adequate downstream sanitary sewer facilities (in terms of capacity) are available to service the subdivision, to the satisfaction of the City.
- 4.3 Prior to the release for registration of the Draft Plan of Subdivision, the Owner shall demonstrate, to the satisfaction of the City, that two independent water supply points for adequate redundancy and looping for domestic and fire protection purposes have been provided. The owner also shall undertake an appropriate water system analysis to confirm that adequate water supply flow and pressure are available to service the subdivision. If any performance deficiencies are identified in the water system analysis, the owner shall agree in the subdivision agreement to secure the provision of, or contribution to, the water system infrastructure improvements, to the satisfaction of the City.
- 4.4 Prior to the release for registration of the Draft Plan of Subdivision, the Owner shall construct and convey to the City (or make necessary arrangements with the neighboring landowners for construction and conveyance of), all necessary external services, as required by the FSR/MESP, to service the subdivision, to the satisfaction of the Director of Engineering.
- 4.5 The Owner agrees not to apply for any building permits until the City is satisfied that adequate road access, municipal water supply, municipal sanitary sewers, and municipal storm drainage facilities are available to service the proposed subdivision, as required by the City's By-law 2005-104, as amended.
- 4.6 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 implementing the services and stormwater management strategy recommended in the previously accepted functional servicing and stormwater management reports.
- 4.7 The Owner shall covenant and agree in the Subdivision Agreement that if the proposed sewers connect to existing downstream sewers that are not assumed by the City, to undertake and pay for a sewer video inspection program for the existing sewers to the satisfaction of the Director of Engineering. The Owner further agrees to do the sewer video inspection:
 - a) Prior to the connection being made;

- b) Upon the removal of the temporary bulkhead or as directed by the Director of Engineering; and
- c) Upon all roads, parking lots, driveways in the Owner's subdivision having been paved to the final grades, sidewalks, walkways, multi-use paths constructed and boulevards sodded.

The Owner further agrees to provide securities for the video inspection and for flushing and cleaning the existing downstream sewers, to the satisfaction of the Director of Engineering.

5. Hydrogeology

- 5.1 The owner shall submit a hydrogeological report to the City for review and approval if temporary and/or permanent dewatering is required for the subject site. If permanent and/or temporary dewatering is required, the hydrogeological report must estimate the dewatering rate and identify and quantify potential negative impacts to natural features within the Zone of Influence (ZOI) due to the dewatering activities and provide necessary mitigation measures to address these impacts. If temporary dewatering is required, the owner to indicate the location(s) for discharging into City's sewers and submit a dewatering application, including applicable fees, to the City for review and approval. The City generally does not support permanent dewatering and the owner is encouraged to explore other options. If permanent dewatering is the only option, in addition to the hydrogeological report, the owner has to submit a letter duly signed and stamped by a structural engineer and a hydrogeologist to confirm as such.
- 5.2 The owner shall agree that if temporary and/or permanent dewatering is required for the subject site, the dewatering quality must comply with the City's Sewer Use By-law 2014-71.
- 5.3 The owner shall submit a pre-construction survey (including photos) and CCTV of municipal infrastructures, if any identified in the hydrogeology report as potentially susceptible to settlement due to the dewatering activities.

6. Lands to be Conveyed to the City/Easements

- 6.1 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 easements for any works, external to the draft Plan of Subdivision, as necessary to connect the proposed subdivision services to municipal watermains, storm and sanitary sewers and stormwater management facilities to the satisfaction of the City.

7. Utilities

- 7.1 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.
- 7.2 The Owner shall agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including Alectra, Enbridge, telecommunications companies, etc.
- 7.3 The Owner shall agree in the Subdivision Agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.
- 7.4 The Owner shall agree in the Subdivision Agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 7.5 The Owner shall covenant and agree in the Subdivision Agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 7.6 The Owner acknowledges that standard community mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. The Owner agrees that should it propose an enhanced community mailbox installation, any costs over and above the standard installation must be borne by the Owner and be subject to approval by the City in consultation with Canada Post.
- 7.7 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

8. Environmental Clearance - Environmental Engineering:

- 8.1 The Owner shall agree in the Subdivision Agreement to retain a “Qualified Person” to prepare all necessary Environmental Site Assessments (ESA) and file a Record 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 lands 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.
- 8.2 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.
- 8.3 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 an 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. 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.
- 8.4 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 and the Ministry of the Environment, Conservation and Parks.
- 8.5 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.

- 8.6 Prior to the conveyance of any 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.

9. Development Charge (DC) Credits

- 9.1. The City acknowledges that the watermain on Rustle Woods Avenue (PD6M) from 9th Line to Bur Oak Avenue is eligible for Development Charge Credits and/or Reimbursement, and agrees to reimburse the Owner for the lesser of the actual cost of the works or the cost as included in the Development Charges Background Study. The Development Charge reimbursement shall be provided in accordance with the City's Development Charge Credit and Reimbursement Policy and is subject to the approval of the Council and the review of actual costs by the Director of Engineering. 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.
- 9.2. The City acknowledges that the signalization work of Bur Oak Avenue and Rustle Woods Avenue intersection is eligible for Development Charge Credits and/or Reimbursement, and agrees to reimburse the Owner for the lesser of the actual cost of the works or the cost as included in the Development Charges Background Study. The Development Charge reimbursement shall be provided in accordance with the City's Development Charge Credit and Reimbursement Policy and is subject to the approval of the Council and the review of actual costs by the Director of Engineering. 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.

10. Streetlight Types

- 10.1 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.

Urban Design

11. Tree Inventory and Tree Preservation Plans

- 11.1. The Owner shall submit for approval a Tree Inventory and Tree Preservation Plan to the satisfaction of the Director of Planning and Urban Design in accordance with

the City of Markham Streetscape Manual dated 2009, as amended from time to time.

- 11.2. The Owner shall submit for approval, as part of the Tree Inventory and Tree Preservation Plan and in accordance with the City of Markham Streetscape Manual dated 2009, a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
 - A) Progressive Aggregate Caliper Method calculations for all trees 20 cm DBH or greater.
- 11.3. The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Inventory and Tree Preservation Plan, and Arborist Report prior to the issuance of a Topsoil Stripping Permit, Site Alteration Permit, or Pre-Servicing Agreement to the satisfaction of the Director of Planning and Urban Design.
- 11.4. 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.

12. Landscape Works (Streetscape Works)

- 12.1. 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) Street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009;
 - b) Provide 1.8 m high privacy wood screen fencing as required;
 - c) Provide noise attenuation fencing as required;
 - d) Provide 1.5m high black vinyl chain link fence on the property line installed prior to occupancy for all lots backing or flanking onto an Open Space Block, Greenway, Park Block, School Block or SWM Block, as determined appropriate by the Director Planning and Urban Design;
 - e) Provide landscaping for all open space, stormwater and walkway blocks;
 - f) Restoration works identified in the Natural Heritage Restoration Plan; and,
 - g) Any other landscaping as determined by the Community Design Plan, Architectural Control Guidelines, Environmental Master Drainage Plan, and the Tree Inventory and Compensation Schedule.

- 12.2. The Owner shall covenant and agree in the Subdivision Agreement to provide topsoil in the entire boulevard including a continuous planting trench to appropriately plant boulevard trees and submit a soil report demonstrating compliance with the City's Streetscape Manual dated 2009, to the satisfaction of the City's Director of Planning and Urban Design.
- 12.3. The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.
- 12.4. The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 12.1.
- 12.5. The Owner covenant and agrees that the street tree landscape plans for all regional roads will be provided to the York Region, Regional Transportation and Works Department and that a copy of the submission letter, letter of approval for the landscape works and a copy of the agreement with York Region, if required by York Region for the landscape works will be provided to the City prior to the execution of the Subdivision Agreement.
- 12.6. The Owner shall include in all agreements of purchase and sale the following clause:

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

- **STREET TREES (TREES PLANTED IN THE CITY BOULEVARD **Or IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS** to meet 9.1a)**
- **CORNER LOT FENCING**
- **REAR LOT LINE FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE CITY)**
- **NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY**
- **FENCING OF SCHOOL, PARK, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS**
- **BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES**
- **SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.**

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

13. Financial

- 13.1. 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.

Parks Planning

14. Parks and Open Space

- 14.1 The Owner agrees that the parkland dedication requirement for the Draft Plan of Subdivision is 0.112 hectares (the “Required Parkland”), which is based on a rate of 0.55ha/500 units with a 10% cap in accordance with applicable legislation, calculated as follows:

$$0.55\text{ha}/500 \text{ units} \times 768 \text{ units} = 0.845 \text{ hectares}$$

$$1.12 \text{ hectares (site area)} \times 10\% \text{ cap} = 0.112 \text{ hectares (the “Required Parkland”)}$$

- 14.2 The Owner covenants and agrees to convey the required parkland dedication above as ‘off-site parkland’ dedication inclusive of a land value comparison using a satisfactory narrative appraisal report.
- 14.3 The satisfactory narrative appraisal report is to be prepared for the City of Markham for the purposes of calculating the amount for payment in lieu of conveyance of parkland pursuant to s.42 of the Planning Act. The value of the development land shall be determined as of the day before the day the first building permit is issued.
- 14.4 The Owner acknowledges and agrees that the parkland dedication requirements will be based on the City’s Parkland Dedication By-law (195-90) or the By-law in effect at the time of application for these blocks.
- 14.5 A letter of credit shall be held for the parkland dedication until Agreement has been approved by the City’s Director of Planning and Urban Design.
- 14.6 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 Cornell Landowners Group Trustee confirming that the Owner has satisfied its obligations to the Group, is in good standing, and indicating the total parkland dedication to date for this Draft Plan of Subdivision and the Draft Plan of Subdivisions for adjacent properties along Highway 7 that are participating in ‘off-site’ parkland dedication towards Park Block 6, as of the date of the subject phase’s Subdivision Agreement execution.

- 14.7 The Owner shall provide the City's Director of Planning and Urban Design with a letter indicating the total amount of 'offsite parkland dedication' to be contributed and also indicate the remaining amount to be credited.

Heritage Planning

15. Heritage

- 15.1 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.
- 15.2 The Owner shall covenant and agree in the Subdivision Agreement to implement any measures recommended by archaeological assessment, to the satisfaction of the Province

Natural Heritage

16. Woodland

- 16.1 That prior to execution of the subdivision agreement, the Owner agrees to provide cash-in-lieu payment to compensation for the removal of the woodland feature on the Subject Lands, to the satisfaction of the Director of Planning and Urban Design, or designate.
- 16.2 The Owner shall agree in the Subdivision Agreement to satisfy all requirements of the MECP with respect to the endangered species and any potential impacts on the draft plan of subdivision, and to provide written confirmation that it has consulted with the MECP in this respect, to the satisfaction of the Commissioner of Development Services.

Fire Services

17. Fire Services

- 17.1. The adequacy and reliability of water supplies, fire hydrant and fire department connection locations shall be subject to the review and approval of the fire Services.

- 17.2. Two separate and remote water supply connections shall be required to ensure adequacy and reliability of the water supply at all times for Fire Services purposes in all subdivisions.
- 17.3. High buildings (measured 84m high between grade and the ceiling level of the top-storey) shall be serviced by a minimum of two sources, from two separate public water mains.
- 17.4. Fire hydrants of all departments shall be spaced at intervals not exceeding 90m.
- 17.5. The Owner shall acknowledge and agree in the Subdivision Agreement that building permit 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.
- 17.6. 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 at all times during construction including after hours, weekends and holidays.
- 17.7. The following accesses into the subdivision shall be made available prior to any construction.
- Bur Oak Avenue to Street 'B' (Rustle Woods Avenue Extension)
 - Bur Oak Avenue to Street 'C' (Arthur Bonner Avenue Extension)
- Each noted access into the subdivision shall be completed prior to commencing of any construction. The fire Services shall be contacted prior to any construction to inspect each access.
- 17.8. If applicable, a townhouse block shall not exceed a distance of 45m in length.
- 17.9. If applicable, lanes that service townhouse blocks with detached garages shall not exceed 90m.
- 17.10. If applicable, firebreak blocks/lots will be subject for review and designated by the Fire Services.

18. Developers Group Agreement and Clearance

- 18.1. The plan of subdivision shall not be released for registration by the City until the Owner delivers a release to the City from the Trustee of the Developers Group to the effect that all their financial obligations (including parkland dedication) and conditions of the Group Agreement have been met to the satisfaction of the Trustee.

Other City Requirements

19. Privately Owned Publicly Accessible Space

- 19.1 The Owner agrees in the Subdivision Agreement to deliver a mews on Blocks 1 and 2 as a Privately Owned Publicly Accessible Space (“POPS”) and that the Owner will enter into any necessary agreements (including appropriate easements) with the City to secure the POPS prior to occupancy of the units on the said blocks

20. Affordable Housing

- 20.1 The Owner shall make satisfactory arrangement or enter into an agreement with the City to secure 18 units within the Proposed Development as affordable housing units, to the satisfaction of the Director of Planning and Urban Design, or designate.

External Agencies

21. York Region

- 21.1 The Owner shall agree in the Subdivision Agreement to 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.

- 21.2 The Owner shall agree in the Subdivision Agreement that both Rustle Woods Avenue and Arthur Bonner are required to connect to Bur Oak Avenue prior to the construction of the right-in/right-out to Highway 7.

- 21.3 The Owner shall agree in the Subdivision Agreement to provide passenger standing area/shelter pad identified below and shall be installed to the satisfaction of the local municipality and York Region Transit (YRT), as follows:

On Street: Rustle Woods Avenue
At Street: Bur Oak Avenue
Location: SW corner
Standard Specifications: YRT 1:01

The Owner shall agree in the Subdivision Agreement that the passenger standing area/shelter pad shall be constructed at no cost to York Region and shall be provided concurrently with construction of necessary sidewalks connecting the development to transit service.

The Owner shall agree in the Subdivision Agreement that landscaping will not interfere with the bus stop, passenger standing area, shelter or corner sightlines. Bus stop located in front of the employment areas shall be incorporated into the landscape design.

The Owner shall agree in the Subdivision Agreement that the bus stop location determined during the design phase is subject to change. Prior to construction of the passenger standing area/shelter pad, the Owner/consultant shall confirm with YRT the final bus stop location/requirements. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) to confirm final details.

- 21.4 The Owner shall agree in the Subdivision Agreement to reserve an unobstructed location for the future construction of the passenger standing area/shelter pad identified below:

On Street: Arthur Bonner Avenue
At Street: Bur Oak Avenue
Location: SW corner
Standard Specifications: YRT 1:01

The Owner shall agree in the Subdivision Agreement that landscaping will not interfere with the identified bus stop[s], passenger standing area[s], shelter[s] or corner sightlines. Bus stop[s] located in front of the employment areas shall be incorporated into the landscape design.

- 21.5 The Owner shall agree in the Subdivision Agreement 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.
- 21.6 The Owner shall agree, in wording satisfactory to Development Engineering, that a Site Plan Application approval from York Region is required to be in place before the commencement of any site alteration or construction works for all blocks within the subdivision.
- 21.7 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.

- 21.8 The Owner shall agree that prior to the development approval of Block 3, access to Block 3 shall be via the internal road network and direct access to Highway 7 will not be permitted.
- 21.9 The Owner shall agree that Street “A” and Highway 7 intersection shall be restricted to right- in, right-out movements only by extending the Highway 7 median in accordance with Region Standard.
- 21.10 The Owner shall agree to be responsible for determining the location of all utility plants within York Region Right-Of-Way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority’s minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.
- 21.11 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 21.12 The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Markham:
- a) A copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan 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.
- 21.13 The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to the Development Services division and the Infrastructure Asset Management branch for record.
- 21.14 The Owner shall submit a detailed phasing plan, to the satisfaction of the Region.
- 21.15 The Owner shall provide a revised Transportation Study, addressing all the noted comments, to the satisfaction of the Region.
- 21.16 The Owner shall provide a drawing showing the pedestrian facilities across the frontage of Highway 7, to the satisfaction of the Region.

21.17 Should the proposed major development include bulk fuel ($\geq 2500L$) or bulk chemicals ($\geq 500L$) 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.

21.18 The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required road improvements for this subdivision. The report/plan, submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.

21.19 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 York Region 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.

21.20 The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region Right-Of-Way. Only those works located in their ultimate location based on the next planning upgrade for this Right-Of- Way will be considered eligible for credit, and

any work done prior to submission without prior approval will not be eligible for credit.

- 21.21 The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality.
- 21.22 The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
- 21.23 The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
- 21.24 The Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall provide a urbanized boulevard cross-slope between 2%-4% on the York Region roadway, unless otherwise specified by Development Engineering.
- 21.25 The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation / Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region Right-Of-Way to be removed, preserved or relocated. The report / plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
- 21.26 The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of- Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
- 21.27 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.

- 21.28 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 Highway 7 of sufficient width to provide a minimum of 24.5 metres from the centreline of construction of Highway 7, and
 - b) A 15 metre by 15 metre daylight triangle at the northeast corners of Street "A" and Highway 7, and
 - c) 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 Highway 7 and adjacent to the above noted widening(s).
- 21.29 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.

- 21.30 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.
- 21.31 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. 32.
- 21.32 For any applications (Site Plan or Zoning By-Law Amendment) completed after January 1, 2020 the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.
- 21.33 The Regional Corporate Services Department shall advise that Conditions 1 to 32 inclusive, have been satisfied.

22. Toronto and Region Conservation Authority (TRCA)

- 22.1 That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the owner shall:
- a) Fulfill all wetland compensation requirements to the satisfaction of TRCA which includes but may not be limited to: providing a staking survey signed by an Ontario Land Surveyor, determining the cash in lieu amount for the loss of the 0.14 hectare wetland to the satisfaction of TRCA per TRCA's current compensation guideline, executing a TRCA Compensation Agreement, and providing payment of the determined cash in lieu amount to TRCA. The owner shall also satisfy woodland compensation requirements as determined by the City of Markham
 - b) Provide an Erosion and Sediment Control plans consistent with the Erosion and Sediment Control Guideline for Urban Construction (as superseded) that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after topsoil stripping, grading, the installation of infrastructure and construction of any structures

- 22.2. That the owner obtains all necessary permits from the TRCA pursuant to Ontario Regulation 166/06, as amended, for works on the subject property, as determined by TRCA.
- 22.3. That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA:
- a) To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans completed to the satisfaction of TRCA; and,
 - b) Implement on-site erosion and sediment control plans as well as monitoring in accordance with current TRCA standards
- 22.4 That the owner or applicant provides the following items to TRCA at the time a request for clearance of subdivision conditions is made for registration purposes:
- a) A comprehensive letter outlining how each TRCA condition has been fulfilled
 - b) A copy of the approved Conditions of Draft Approval
 - c) A copy of the Draft M-Plan (signed)
 - d) A copy of the executed Subdivision Agreement
 - e) A copy of the implementing Official Plan Amendment and Zoning By-law; and ,
 - f) TRCA's Clearance Fees (to be determined based on the fee schedule in effect at the time of clearance).

23. York Region District School Board ("YRDSB")

- 23.1 That prior to final approval, the owner shall have made Agreement satisfactory to the York Region District School Board for the *transfer of a public elementary* school site shown as "Block 5" on the Draft Plan of Subdivision. The public elementary school site, shall contain not less than 0.967 hectares and be free and clear of all encumbrances including but not limited to natural features.
- 23.2 That the owner shall agree in the Subdivision Agreement in wording satisfactory to the York Region District School Board:
- i) 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;
 - ii) to remove any buildings on the school site;
 - iii) to remove trees, as required to accommodate school layout;
 - iv) 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;

- v) 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;
- vi) 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;
- vii) to construct the fences prior to the issuance of building permits for Phase 1 of the subdivision;
- viii) 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;
- ix) 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 four boreholes shall be required;
- x) to provide the foregoing at no cost to the Board;
- xi) to assume any upstream and downstream charges for hydro, natural gas, sanitary and storm drainage, and water supply.

23.3 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:

- i) the suitability of the school site for school construction purposes, relating to soil bearing factors, surface drainage, topography and environmental contaminants; and
- ii) the availability of natural gas, electrical, cable, water, storm sewer and sanitary sewer services.

23.4 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 22.1 ii) 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.

23.5 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.

23.6 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.

- 23.7 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.
- 23.8 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.
- 23.9 That the York Region District School Board shall advise that conditions 23.1 to 23.8 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.

24. Ministry of the Environment Conservation and Parks (“MECP”)

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

25. Enbridge Gas Distribution

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

26. Canada Post

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

- a) Delivery to the proposed subdivision will be centralized – either by Community Mailbox or building-specific centralized mail. As the development progresses, Canada Post will provide specific recommendation in terms of mail delivery.

27. Bell Canada

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

- a) The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- b) The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.
- c) The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.
- d) That it shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.
- e) That if the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

28. Markham District Energy

28.1 The Owner shall agree to support and connect all new buildings to the Markham District Energy System unless the Owner/Developer can demonstrate it is not technically or financially feasible. This will include making allowances in the roadways for the district energy piping infrastructure and connecting new buildings as they develop.

29. Alectra

- 29.1 The Owner agrees in the Subdivision Agreement that the Proposed Developments on the Subject Lands must meet the clearances from Alectra's lines, and in the event that the building commences construction and the clearance between any component of the building structure and the adjacent existing overhead and underground electrical distribution system violates the Occupational Health and Safety Act, the Owner will be responsible for 100% of the cost associated with Alectra making the work area safe, and all construction work will be required to stop until the safe limits of approach can be established
- 29.2 The Owner agrees in the Subdivision Agreement that in the event proposed development is complete, and the clearance between the building and the adjacent existing overhead and underground electrical distribution system violates any of the applicable standards, acts or codes, the Owner will be responsible for 100% of Alectra's cost for any relocation work.
- 29.3 The Owner agrees in the Subdivision Agreement that they will be responsible for contacting Alectra's New Connections Department. Based on the characteristics (type) of project and size this will determine if a Service Design (Layout) or an Industrial Commercial or Institutional Project (ICI) Service Application Information form will be required. Alectra will provide required standards upon request.

30. External Clearances

- 30.1. Prior to final approval of the Draft Plan of Subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
- a) The Ministry of Tourism Culture and Sport shall advise that Condition xx has been satisfied.
 - b) York Region shall advise that Conditions 21.1 to 21.32 have been satisfied.
 - c) TRCA shall advise that Conditions 22.1 to 22.4 have been satisfied.
 - d) Enbridge Gas Distribution shall advise that Condition 25.1 has been satisfied.
 - e) Canada Post shall advise that Condition 26.1 has been satisfied.
 - f) Bell Canada shall advise that Condition 27.1 has been satisfied.
 - g) YRDSB shall advise that Conditions 23.1 to 23.9 has been satisfied.

- h) Alectra shall advise that Conditions 29.1 to 29.3 has been satisfied.
- i) Markham District Energy shall advise that Condition 28.1 has been satisfied.

Dated: June 2024

DRAFT