

DRAFT PLAN CONDITIONS

THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM (THE “CITY”)
TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION
19TM-24001 CITY PARK (TOWN CRIER) HOMES INC. (THE “OWNER”) ARE AS FOLLOWS:

1. General

- 1.1 Approval shall relate to a Draft Plan of Subdivision prepared by Glen Schnarr & Associates Inc., dated November 14, 2023, identified as drawing number A0.0, and incorporate any redline revisions required to address comments from the City and external agencies including:
 - Any redline revisions required to address comments from the City and external agencies
- 1.2 This Draft Approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on XXXXX, unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a Subdivision Agreement with the City agreeing to satisfy all conditions of the City and Agencies, financial and otherwise, prior to final approval.
- 1.4 The Owner acknowledges and understands that prior to final approval of this Draft Plan of Subdivision, any amendments (if applicable) to the City’s 2014 Official Plan (as partially approved on November 24th, 2017 and further updated on April 9th, 2018), as amended, and applicable Zoning By-law, as amended to implement the Plan shall have come into effect in accordance with the provisions of the *Planning Act*.
- 1.5 The Owner acknowledges and agrees that the Draft Plan of Subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement any recommendations from studies required as a condition of draft approval, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.
- 1.6 Prior to the 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, functional servicing report and stormwater management report, 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 and studies.
- 1.7 The Owner shall implement the designs and recommendations of the accepted functional servicing report and stormwater management report, to the satisfaction of the City of Markham, and at no cost to the City.

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

- 1.8 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermains, sewers, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to the City.
- 1.9 The Owner shall agree in the Subdivision Agreement to pay to the City, all required fees, in accordance with the City's Fee By-Law 211-83, as amended by Council from time to time.
- 1.10 The Owner shall 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 and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.1 The Owner acknowledges and agrees to obtain required approval from the Region of York and any other applicable agencies.

2. Parkland Dedication

- 2.1 Submission of an Appraisal report prepared by a member of the Appraisal Institute of Canada in accordance with the City's terms of reference respecting the proposed new lot(s), to be reviewed and approved by the City. That upon registration of the subdivision and prior to issuance of a building permit, a cash-in-lieu of parkland dedication be provided based on the Appraisal report.

3. Landscape Works (Streetscape Works)

- 3.1 Prior to execution of the Subdivision Agreement, the Owner shall submit landscape plans based on the approved design plans for all landscape/streetscape works, to the satisfaction of the Director of Planning and Urban Design, as follows:
 - a) Landscaping/tree planting in accordance with the City of Markham Streetscape Manual;
 - b) 1.8m high privacy wood screen fencing as required;
 - c) 1.8m high privacy wood screen corner lot fencing as required;
 - d) Noise attenuation fencing as required; and
 - e) Any other landscaping as determined by the Director of Planning and Urban Design.
- 3.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.

3.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 3.1.

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

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

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

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

4. Tree Inventory and Tree Preservation Plans

4.1 The Owner shall submit for approval an Arborist Report, Tree Inventory and Preservation Plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.

4.2 The Owner shall submit a site grading plan showing the trees to be preserved based on the approved Tree Inventory and Preservation Plan and Arborist Report to the satisfaction of the Director of Planning and Urban Design.

4.3 The Owner shall obtain written approval from the Director of Planning and Urban Design prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.

4.4 The Owner shall submit for approval, as part of the Arborist Report, Tree Inventory and Preservation Plan, in accordance with the City of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting, or the replacement value, of any injured or destroyed trees based on the following:

- a) Trees larger than 20cm diameter at breast height (DBH) shall be replaced at a rate in accordance with the Progressive Aggregate Caliper Method.
- b) All trees greater than 20cm diameter at breast height (DBH) shall have an individual replacement rate submitted to the City by an ISA Certified Arborist in accordance with the Progressive Aggregate Caliper Method as per the City of Markham Tree Preservation By-law 2023-164.

- c) Where the site does not allow for the required replacements, the City will accept a credit for tree planting on alternative sites.
- d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

5. Financial

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

6. Municipal Services

6.1 Prior to registration of the plan of subdivision, the Owner shall satisfy the following conditions:

- 6.1.1 The Owner shall covenant and agree to design and construct all municipal services in accordance with City standards and specifications.
- 6.1.2 The Owner agrees not to apply for any building permit 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.

7. Lands to be Conveyed to the City/Easement

- 7.1 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.
- 7.2 The owner shall also provide for any easements and works external to the draft Plan of Subdivision necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities to the satisfaction of the City.

8. Utilities

- 8.1 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.
- 8.2 The Owner shall agree in the Subdivision Agreement to enter into any agreement(s) required by any applicable utility companies, including Alectra, Enbridge, telecommunications companies, etc.

- 8.3 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 of Markham in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 The Owner shall agree in the Subdivision Agreement that it will permit any telephone or prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant and any joint trenches so as to permit connection to individual dwelling units within the Plan of Subdivision as and when each dwelling unit is constructed.

9. Development Charges

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

10. Well Monitoring Program and Mitigation Plan

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

11. Other City Requirements

11.1 The Owner acknowledges and agrees that firebreak lots within the Draft Plan shall be designated in the Subdivision Agreement, to the satisfaction of the Fire Chief.

11.2 The Owner shall acknowledge and agree in the Subdivision Agreement that building permits will not be issued for lands in any stage of development within the Draft Plan of Subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and two separate, remote, and unobstructed full moves accesses is available.

11.3 The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval of the Fire Chief or designate.

11.4 Fire hydrants shall be spaced at intervals not exceeding 90m. Locations are subject to the review and approval of Fire Services.

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 access are provided, each dwelling shall be fully equipped with an automatic sprinkler system designed in accordance with NFPA 13.

Fire Services has identified the following accesses into the subdivision:

- Maple Street to Town Crier Lane; and
- Parkway Avenue to Town Crier Lane.

11.6 Fire access route signs shall be installed by the Owner subject to Fire Services approval. Signs shall be installed in accordance with City of Markham By-law specifications.

11.7 The Owner covenants and agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per residence so that each purchaser may participate in the City's waste diversion program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials are deposited in each home on or before the date of closing, whichever occurs first.

11.8 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.

- 11.9 The Owner acknowledges, that at times when the required access cannot be provided, the Owner shall be responsible for moving all residential waste from the occupied dwellings to an alternate location, approved by the City Official, at the Owner's expense, for collection by the City.
- 11.10 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.

12. York Region

- 12.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 12.2 The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the City of Markham:
- a) A copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof.
 - b) A copy of an email confirmation by a City of Markham staff member stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
- 12.3 The Owner shall provide an electronic set of final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services branch and the Infrastructure Asset Management branch for record.
- 12.4 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
- 12.5 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.

12.6 The Regional Corporate Services Department shall advise that Conditions 14.11 to 14.6 inclusive, have been satisfied.

13. Streetlight Types:

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

14. Heritage:

14.1 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the archaeological assessment, to the satisfaction of the City and the Ministry of Culture.

14.2 That the Owner shall covenant and agree to provide a standard City of Markham Remembered plaque displaying graphic and a textural description of the site's history and former use, and that the plaque be erected on or near the former site of the building to the satisfaction of the Manager of Heritage Planning.

14.3 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that the above Conditions have been satisfied.

15. External Clearances

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

a) York Region shall advise that condition 12 has been satisfied.

b) Utilities clearances including Enbridge Gas Distribution, Alectra Utilities, Rogers, Bell, and Canada Post.

Dated:

Stephen Lue, MCIP RPP, Senior Development Manager