

**APPENDIX 'A'**  
**RECOMMENDED CONDITIONS OF DRAFT APPROVAL**  
**PLAN OF SUBDIVISION 19TM-05018**  
**(Box Grove Hills Development Inc.)**

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by KLM Planning Partners Inc., identified as Project No. P-1685, Drawing No. 08:6, dated May 15, 2008 incorporating the following redline revisions:
- Any necessary revisions to the plan of subdivision to reflect the requirements of the Zoning By-law Amendments as approved;
  - Any modifications to the plan required as a result of any studies required by the conditions of draft plan approval; and
  - Lot 22 shall be reduce to have a maximum lot frontage of 14.1 metres
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the Town, and shall accordingly lapse on November 4, 2011 unless extended by the Town upon application by the Owner.
- 1.3 The Owner shall enter into a subdivision agreement with the Town agreeing to satisfy all conditions of the Town 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, amendments to Zoning By-law 304-87, as amended, 194-82, as mended and 177-96, 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 Town, (Commissioner of Development Services) to implement or integrate any recommendations resulting from studies required as a condition of draft approval.
- 1.6 The Owner shall pay \$200 / unit for Highway 48 – flow control levies upon execution of the subdivision agreement.

2. Roads

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the Town and the Region of York.
- 2.2 The road allowances within the draft plan shall be dedicated as public highway, free of all costs and encumbrances.

- 2.3 The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the Town (Commissioner of Development Services).
- 2.4 Prior to the final approval of the draft plan, the Owner shall remove the daylighting triangle roundings at the intersection of Street "1" and Block 31, as marked on the draft plan.
- 2.5 Prior to the final approval of the Plan, the Owner shall provide emergency fire access road on Block 31 with 5.0 metre pavement and 0.5 metre buffers on both sides of the 5.0 metre pavement, to the satisfaction of the Director of Engineering.
- 2.6 Prior to the final approval of the Plan, the Owner shall provide a 2.5 metre parking lane on Street "1", to allow public parking for residence using the Park, to the satisfaction of the Director of Engineering.

### 3. Noise Impact Study

- 3.1 Prior to final approval of the draft plan, the Owner shall submit a Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on Ninth Line and Rouge Bank Drive and by any other identified noise sources, to the satisfaction of the Town, in consultation with the Region of York. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the Noise Impact Study.
- 3.2 The Owner shall covenant and agree in the subdivision agreement to implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the Town (Commissioner of Development Services), in consultation with the Region of York.

### 4. Tree Preservation and Landscaping

- 4.1 The Owner shall submit an overall tree inventory and preservation plan, which has been prepared by a qualified Landscape Architect in good standing with the O.A.L.A., or a certified Arborist, to the satisfaction of the Commissioner of Development Services, prior to the execution of a subdivision agreement for any portion of the draft plan of subdivision. The tree preservation plan shall be based on information taken from a registered survey plan, showing the exact location of the trees to be preserved, location of protective hoarding, final grading, proposed municipal services and utilities, conceptual building envelopes and driveway locations.
- 4.2 The Owner shall covenant and agree in the subdivision agreement that the Owner shall prepare and submit site grading/tree preservation plans, with respect to trees to be preserved on any portion of the plan of subdivision, showing the location of buildings and structures to be erected and proposed municipal services and utilities in that area, in

accordance with the approved Tree Preservation Plan for the approval of the Town (Commissioner of Development Services) prior to the issuance of Top Soil Stripping.

- 4.3 The Owner shall covenant and agree in the subdivision agreement to implement any required mitigating measures for tree preservation in keeping with the approved tree preservation plans.
- 4.4 The Owner shall covenant and agree in the subdivision agreement to obtain written approval of the Town prior to the removal of any trees within the area of the draft plan.
- 4.5 Prior to final approval of the draft plan, the Owner shall submit landscape plans, to the satisfaction of the Town. These plans are to be prepared by a qualified landscape architect in good standing with the O.A.L.A. and shall include the following:
  - a) street tree planting, including a minimum of one tree per residential lot with a maximum space of 12 metres between trees. The size, spacing and species selected shall be to the satisfaction of the Town (Commissioner of Development Services).
  - b) 1.5 metre high black vinyl chain link fence where residential lots abut parks and open space.
  - c) noise attenuation fencing.
  - d) fencing and planting of the walkway block.
  - e) Fencing and planting of the buffer blocks.
  - f) streetscape plan including street trees.
  - g) pathways, buffer planting, and fencing of the stormwater management facility.
  - h) any other landscaping as determined by the Community Design Plan.
- 4.6 The Owner covenants and agrees that the detailed design and construction of all landscaping shall be at no cost to the Town and in accordance with the provisions of the approved landscape plans.
- 4.7 The Owner covenant and agrees that the street tree landscape plans for all regional roads will be provided to the Region of York, 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 the Region, if required by the Region for the landscape works will be provided to the Town prior to the execution of the subdivision agreement.

- 4.8 The Owner shall covenant and agree in the subdivision agreement to prohibit all builders from imposing an extra charge to home purchasers for the items listed in Condition 4.5.
- 4.9 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 TOWN OF MARKHAM HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:

- STREET TREES (TREES PLANTED IN THE TOWN BOULEVARD OR IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS to meet 4.1a)
- CORNER LOT FENCING
- REAR LOT LINE FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)
- TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)
- 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 TOWN.

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

- 4.10 The Owner shall covenant and agree that provision shall be made in the subdivision agreement for a letter of credit, in an amount to be determined by the Town, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.

## 5. Parks and Open Space

- 5.1 The Owner shall convey Block 29 to the Town for park purposes, free of all costs and encumbrances, upon registration of the plan of subdivision. This Block shall be conveyed in a physical condition which is satisfactory to the Town which includes the utility and sewer connections for the Block at the street line. The Town reserves the right to require, as an alternative, payment of cash-in-lieu for any part of the said conveyance of lands for parks purposes and that the draft plan be revised accordingly.

- 5.2 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain (free of stock piles and debris) all school blocks, park blocks (park blocks do not have topsoil and seed) and place of worship blocks and vacant lands within the subdivision to the satisfaction of the Town. The park blocks shall be maintained until such time as the parks have been constructed and assumed by the town for maintenance. The school blocks, places of worship blocks, and other vacant blocks shall be maintained until such time as the ownership of the blocks has been transferred.
- 5.3 The Owner acknowledges that should these works not be completed and maintained to the satisfaction of the Commissioner of Development Services, the Town will do the work as required and draw on the letters of credit for all costs so incurred.
- 5.4 The Owner shall convey Blocks 31 to the Town for open space/walkway purposes, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 5.5 The Owner shall covenant and agree in the subdivision agreement to post approved copies of any Open Space Plans, Conceptual Park Development Master Plans and Conceptual Facility Fit Plans for the park and school campus in all sales offices for dwelling units within the draft plan of subdivision.

6. Stormwater Management

- 6.1 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 Town 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.
- 6.2 The Owner shall convey Block 30 to the Town, for storm water management purposes, free of all costs and encumbrances, to the satisfaction of the Town and the TRCA, upon registration of the plan of subdivision.
- 6.3 The Owner shall convey Blocks 32, 34 & 35 to the Town, for ninth line tributary purposes, free of all costs and encumbrances, to the satisfaction of the Town and the TRCA, upon registration of the plan of subdivision.
- 6.4 Prior to final approval of the plan, the Owner shall submit a detailed design plan for Blocks 30, 32, 34 and 35 prepared by a qualified consultant, if and as required by the Town.

- 6.5 The Owner shall covenant and agree in the subdivision agreement to undertake the monitoring of watercourse temperatures which may be affected by storm drainage from its development, subject to consultation with, and to the satisfaction of the Town.
- 6.6 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the Town's Standards prior to proceeding with any on-site works and more particularly topsoil stripping.

## 7. Municipal Services

- 7.1 Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the Town (Commissioner of Development Services), a Functional Servicing Report to determine the infrastructure required for all municipal services internal to the subdivision. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement.
- 7.2 The Owner shall covenant and agree in the subdivision agreement that they shall be required to construct, or pay for the construction of, roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with the applicable Council policy), underground and above ground services, street lights, street signs, utilities, stormwater management facilities, etc., to the satisfaction of the Town (Commissioner of Development Services).
- 7.3 Prior to final approval of the Plan, detailed engineering drawings shall be provided by the Owner which will include, but not be limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, etc. to the satisfaction of the Town (Commissioner of Development Services).
- 7.4 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 acceptable access for firefighting equipment is available.
- 7.5 Prior to final approval, the Owner shall obtain the necessary approvals from the TRCA for the sanitary sewer cross the Ninth Line Tributary.

## 8. Community Design

- 8.1 The Owner shall agree to follow and implement the Box Grove Community Design Plan, Town of Markham, prepared by NAK Design Group and John G. Williams Limited Architect, dated February 2005. The Community Design Plan must incorporate the recommendations of the Markham Pathways and Trails Master Plan and the Markham Bicycle Path Master Plan.

- 8.2 The Owner shall agree to the Architectural Control Guidelines, prepared by John G. Williams Limited Architect, dated September 2004 and retain a design consultant to implement the Architectural Control Guidelines.
- 8.3 Plans submitted for model home permits for any building within the 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.
- 8.4 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.

9. Easements

- 9.1 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. Any off-site easements and works necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the Town.

10. Utilities

- 10.1 The Owner shall covenant and 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 Town 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 Town (Commissioner of Development Services) and authorized agencies.
  - 10.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including PowerStream, Enbridge, telecommunications companies, etc.
  - 10.3 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 Town. 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.
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## 11. Canada Post

- 11.1 The Owners shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town 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.
- 11.2 The Owners shall covenant and 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.
- 11.3 The Owners 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.
- 11.4 Standard Community Mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. Should the developer propose an enhanced Community Mailbox installation, any costs over and above the standard installation must be borne by the developer, and be subject to approval by the Town in consultation with Canada Post.

## 12. Telephone and telecommunication provider

- 12.1 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. 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.
- 12.2 The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality the



sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).

12.3 The Owner shall agree in the subdivision agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.

12.4 Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.

### 13. Development Charges

13.1 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.

### 14. Phase 1 Environmental Assessment

14.1 Prior to release for registration of the draft plan, the Owner shall:

- i) Submit environmental site assessment reports prepared by a Qualified Person in accordance with the Record of Site Condition Regulation (O.Reg. 153/04) describing the current conditions of the land to be conveyed to the Town and any proposed remedial action plan, for peer review and concurrence;
- ii) At the completion of any necessary site remediation process, submit certification from a Qualified Person that the necessary clean up has been carried out and that the land to be conveyed to the Town meets the Site Condition Standards of the intended land use;
- iii) File a Record of Site Condition on the Provincial Environmental Site Registry for the land to be conveyed to the Town; and
- iv) Pay all costs associated with the Town retaining a third-party reviewer for peer review service.

14.2 The Owner shall covenant and agree in the subdivision agreement that if during construction of any infrastructure or building within the subdivision contaminated soils are discovered, the Owner shall submit a further remedial action plan to the Town for

peer review and concurrence prior to carrying out the clean up, to the satisfaction of the Director of Engineering

15. Ministry of Culture

- 15.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the Town (Commissioner of Development Services) and the Ministry of Culture. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a letter from the Ministry of Culture to the Town indicating that all matters relating to heritage 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 the heritage resource assessment, to the satisfaction of the Town and the Ministry of Culture.
- 15.3 The Owner shall immediately notify the Ministry of Culture should archaeological remains be found on the property during construction activities. The Owner shall also immediately notify the Ministry of Culture and the Registrar of the Commentaries Regulation Unit of the Ministry of Consumer and Commercial Relations if human remains are encountered during construction. The Owner shall also agree to the inclusion of the above requirement in the subdivision agreement.

16. Fire Department

- 16.1 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. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 16.2 The Owner shall covenant and agree in the subdivision agreement to acknowledge and agrees that adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.

17. Waste Management Department

- 17.1 The Owner covenants and agrees in the subdivision agreement that upon application for occupancy permits, the Owner will purchase from the Town two recycling containers, one green bin and one kitchen collector per residence so that each purchaser may participate in the Town'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.

- 17.2 The Owner shall agree in the subdivision agreement to contact the Town at least four weeks prior to unit occupancy to arrange an appointment time in which the recycling containers, green bins, kitchen collectors and educational materials are to be collected by the Owner.
- 17.3 The Owner shall agree in the subdivision agreement to the Town the cost for the recycling containers, green bins and kitchen collectors as outlined in Schedule "D" to this Agreement and to provide said recycling containers, green bins and kitchen collectors to the purchasers at the same cost as paid to the Town.
- 17.4 The Town covenants and agrees to provide, at no cost to the Owner, all educational materials necessary to enable the purchaser to participate in the Town's waste diversion program.
- 17.5 The Owner covenants and agrees in the subdivision agreement that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the Town's engineering design standards. The Owner agrees that at times when the above defined access can not be provided, the Owner shall be responsible for moving all residential waste, recyclables and organics from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the Town.
- 17.6 The Owner covenants and agrees in the subdivision agreement that all waste and recyclable materials will be collected municipally.

## 18. Other Town Requirements

- 18.1 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:
  - the Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage
  - the Town's zoning by-law restricts the width of the driveway to a maximum of 3.5 metres, this width does not allow two cars to park side by side
  - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town
- 18.2 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to 14<sup>th</sup> Avenue.

19. Toronto and Region Conservation Authority

19.1 That prior to any grading, development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant submit for the review and approval of the TRCA:

- a) A detailed engineering report that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands. This report shall include:
  - i) plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows;
  - ii) appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it relates to fish and their habitat;
  - iii) proposed method for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction;
  - iv) location and description of all outlets and other facilities which may require a permit pursuant to Ontario Regulation 166/06, (TRCA Regulation of development, interference with wetlands and alterations to shorelines and watercourses);
- b) Overall grading plans for the subject lands.

19.2 That the implementing zoning by-law recognize Block 29 in an open space or other suitable zoning category which has the affect of prohibiting structural encroachment and ensuring the long term conservation of the lands in perpetuity, to the satisfaction of the TRCA. In addition, the noted zoning by-law(s) must stipulate the following:

- a) for all lots south of Block 29, except Lot 23, a rear yard structural setback (rear and/or side yard) is to be established on those blocks without a full 10 metre horizontal buffer from the Regional Storm Flood Plain. The rear yard setback shall be set so as to maintain a minimum horizontal distance of 10 metres from the Regional Storm Flood Plan. Please note that no buildings, accessory structures, paved/hardened surfaces or any other infrastructure are permitted within this setback area.

19.3 That the applicant obtain all necessary permits required under Ontario Regulation 166/06,

in addition to all approvals from Fisheries and Oceans Canada, as required.

- 19.4 That Blocks 32, 34 and 35 be dedicated gratuitously to the Town of Markham or the TRCA.
- 19.5 That comprehensive restoration and enhancement plans be provided for Blocks 32, 34 and 35 to the satisfaction of TRCA. These plans must build upon plans previously approved by TRCA as part of permit No. C-06032 (compensation works for Ninth Line Tributary Relocation) and must provide for the restoration of the environmental buffer lands and include monitoring requirements.
- 19.6 That the owner agree 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 report referenced in Condition 19.1 ;
  - b. To agree to, and implement, the requirements of the TRCA's conditions in wording acceptable to the TRCA;
  - c. To design and implement on-site erosion and sediment control;
  - d. To maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA;
  - e. To obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA, in addition to all necessary approvals for external agencies, including but not necessarily limited to Fisheries and Oceans Canada;
  - f. To erect a permanent fence to the satisfaction of the TRCA for lots and blocks abutting Open Space Blocks (Blocks 34 and 35);
  - g. To provide for planting, restoration and enhancement of all disturbed areas adjacent to or within natural areas to the satisfaction of TRCA staff. And, that monitoring and replanting of these areas be completed for period of a minimum of 2 years, with sufficient funds be secured through this period through a letter of credit or other appropriate measure; and,
  - h. To commit to provide appropriate information to all perspective buyers of lots adjacent to Open Space (valley) blocks through all agreements for purchase and sale, sales information, and community maps to ensure that the land owners are well informed that private use and/or access to the Open Space block shall not be permitted, and reflect the intent of the following:

"The Open Space block adjacent to the subject property is considered to be part of

the publically owned valley corridor and will be maintained for environmental protection, and public use purposes. Please note that uses such as private picnics, barbeque or garden areas; and/or the dumping of refuse (e.g. grass/garden clippings, household compostable goods, garbage etc.) are not permitted on these lands. In addition, access to the valley corridor such as private rear yard gates and/or ladders are prohibited.”

- 19.7 That the draft plan be red-lined revised in order to meet the requirements of the TRCA's conditions, if necessary.

20. Region of York

- 20.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the area municipality and the Regional Planning and Development Services Department.
- 20.2 Prior to Final Approval, York Region shall confirm that adequate water supply capacity and sewage treatment capacity are available and have been allocated by the Town of Markham for the development proposed within this draft plan of subdivision or any phase thereof.
- 20.3 Prior to Final Approval, the Owner shall provide a set of engineering drawings, approved by the area municipality, which indicates the storm drainage system, the overall grading plans and all proposed accesses onto York Region roads, for all lands within this plan of subdivision, to York Region Transportation Services Department for verification that all York Region's issues have been satisfied.
- 20.4 Prior to final approval and concurrent with the submission of the subdivision servicing application (MOE) 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 the Roads Branch, Attention: Manager, Development Approvals, that includes the following drawings:
- a) the subdivision storm drainage system
  - b) erosion and siltation control plans
  - c) site grading and servicing;
  - d) construction access and mud mat design;
  - e) utility and underground services location plans;
  - f) line painting;
  - g) traffic control/management plans;
  - h) landscaping plans, including tree preservation, relocation and removals;
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- 20.5 Prior to final approval, the Owner shall agree that the following lands will be conveyed to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:

- a) a widening across the full frontage of the site where it abuts 14<sup>th</sup> Avenue of sufficient width to provide a minimum of 12.0 metres from the centreline of construction of 14<sup>th</sup> Avenue.
- 20.6 Prior to final approval, in order to determine the property dedications required to achieve the ultimate right-of-way width of 14<sup>th</sup> Avenue abutting the subject site, the applicant shall submit a recent plan of survey for the property that illustrates the existing centre line of construction of 14<sup>th</sup> Avenue.
- 20.7 Prior to final approval, the Owner shall provide a solicitor's certificate of title in a form satisfactory to the York Region Solicitor, at no cost to York Region with respect to the conveyance of the lands noted in condition 20.5.
- 20.8 Prior to final approval, York Region requires the Owner to submit to it, in accordance with the requirements of the *Environmental Protection Act* and O. Reg. 153/04 *Records of Site Condition Part XV.1 of the Act* (as amended), a Phase I environmental site assessment prepared and signed by a qualified professional, of the Owner's lands and more specifically of the lands to be conveyed to York Region (the "Assessment"). Based on the findings and results of the Assessment, York Region may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required. The Assessment and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands to be conveyed must to be addressed to York Region, contain wording to the effect that York Region shall be entitled to rely on such reports or documentation in their entirety, and such reports or documentation shall be satisfactory to York Region.

Prior to final approval, the Owner shall certify, in wording satisfactory to the Transportation Services Department, that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous good, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under all lands to be conveyed to York Region (including soils, substrata, surface water and groundwater, as applicable): (i) at a level or concentration that exceeds the *Environmental Protection Act* O. Reg. 153/04 full depth generic site condition standards applicable to the intended use that such lands will be put by York Region at the time of conveyance or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or emanating from such lands in such a way, that would result in liability under applicable environmental laws. The Assessment, any subsequent environmental reports or other documentation and the Owner's certification shall be done at no cost to York Region.

- 20.9 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation Services Department, to be responsible to decommission any existing wells on the owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.

- 20.10 Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Transportation Services Department and illustrated on the Engineering Drawings.
- 20.11 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation Services Department, that all existing driveways along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
- 20.12 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation Services Department that elevations along the streetline shall be 0.3 metres above the centreline elevations of the York Region roadway, unless otherwise specified by the Transportation Services Department.
- 20.13 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation Services Department, 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.
- 20.14 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation Services Department that the Owner will 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.
- 20.15 Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
- a) All existing woody vegetation within the York Region road right of way,
  - b) Tree protection measures to be implemented on and off the York Region road right of way to protect right of way vegetation to be preserved,
  - c) Any woody vegetation within the York Region road right of way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road right's of way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.
  - d) A planting plan for all new and relocated vegetation to be planted within the York Region road right of way, based on the following general guideline:



Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed and included in the subdivision agreement, they will require the approval of the Town and be supported by a Maintenance Agreement between the Town and the Region for Town maintenance of these features; any such Maintenance Agreement should indicate that where the area municipality does not maintain the feature to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.

- 20.16 Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the Transportation Services Department recommending noise attenuation features.
- 20.17 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation Services Department, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Transportation Services Department.
- 20.18 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation Services Department, 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.
- 20.19 The following warning clause shall be included in a registered portion of the subdivision agreement 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".
- 20.20 Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in the subdivision agreement, in wording satisfactory to York Region's Transportation Services Department, 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-ways shall not be the responsibility of York Region; and
- d) that any landscaping provided on York Region right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by the Transportation Services Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.

20.21 Prior to final approval, the Owner shall provide a copy of the subdivision agreement to the Transportation Services Department, outlining all requirements of the Transportation Services Department.

20.22 The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-law A-0393-2007-091.

## 21. 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 11.1 to 11.3, inclusively, have been satisfied.
- b. Bell Canada shall advise that Conditions 12.1 to 12.4, inclusively, have been satisfied.
- c. The Ministry of Culture shall advise that Conditions 15.1 and 15.2 have been satisfied.
- d. The Toronto and Region Conservation Authority shall advise that Conditions 19.1 to 19.7, inclusively, have been satisfied.
- e. The Regional Municipality of York shall advise that Conditions 20.1 to 20.22, inclusive, have been satisfied.

**EXPLANATORY NOTE**

**BY-LAW No. 2008-XXX**

A By-law to amend By-law 304-87, as amended.

On the north side of 14<sup>th</sup> Avenue, east of 9<sup>th</sup> Line.  
Part of Lots 4 and 5 Register Plan 19 Part of Lot 6, Concession 9  
Box Grove Planning District

**LANDS AFFECTED**

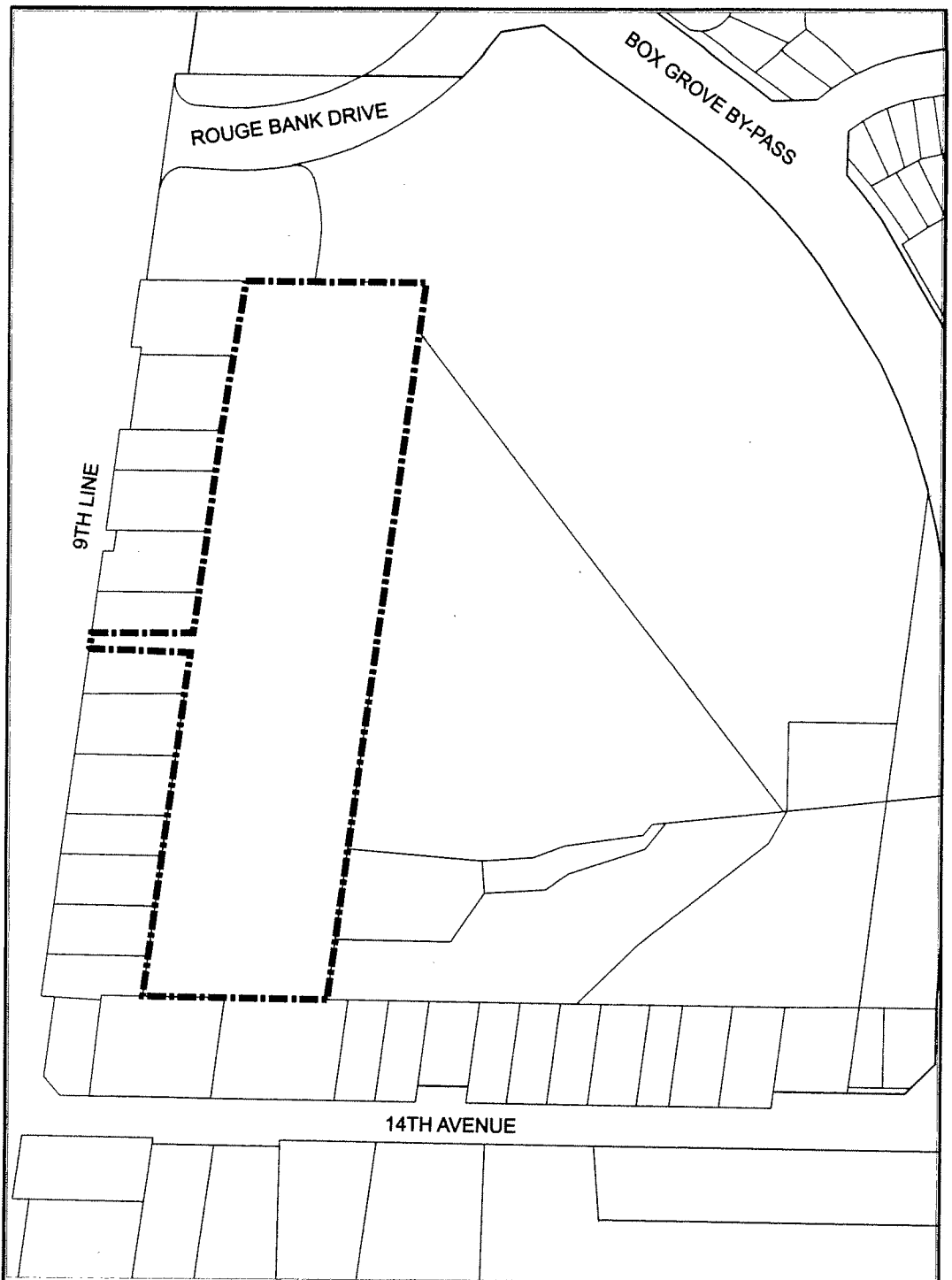
This proposed By-law Amendment applies to a portion of a 3.6 hectares (8.8 acres) parcel of land legally described as Part of Lots 4 and 5 Register Plan 19 Part of Lot 6, Concession 9 located on the north side of 14<sup>th</sup> Avenue, east of 9<sup>th</sup> Line within the Box Grove community.

**EXISTING ZONING**

The northerly portion of the subject lands are zoned Rural Residential Four (RR4) in By-law 304-87, as amended. A portion of the subject lands are to be deleted from the designated areas of By-law 304-87, as amended.

**PURPOSE AND EFFECT OF THIS BY-LAW**

The purpose and effect of this By-law Amendment is to delete a portion of the subject lands from the designated area of By-law 304-87, as amended, and to incorporate the lands within the designated area of By-law 177-96, as amended.



DEVELOPMENT SERVICES COMMISSION

# A BY-LAW TO AMEND BY-LAW 304-87



BOUNDARY OF AREA COVERED BY THIS BY-LAW



THIS IS SCHEDULE 'A' TO BY-LAW .....  
PASSED THIS ..... DAY ..... 2008

..... MAYOR

..... CLERK

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

SCALE 1:



## **BY-LAW 2008 - XXX**

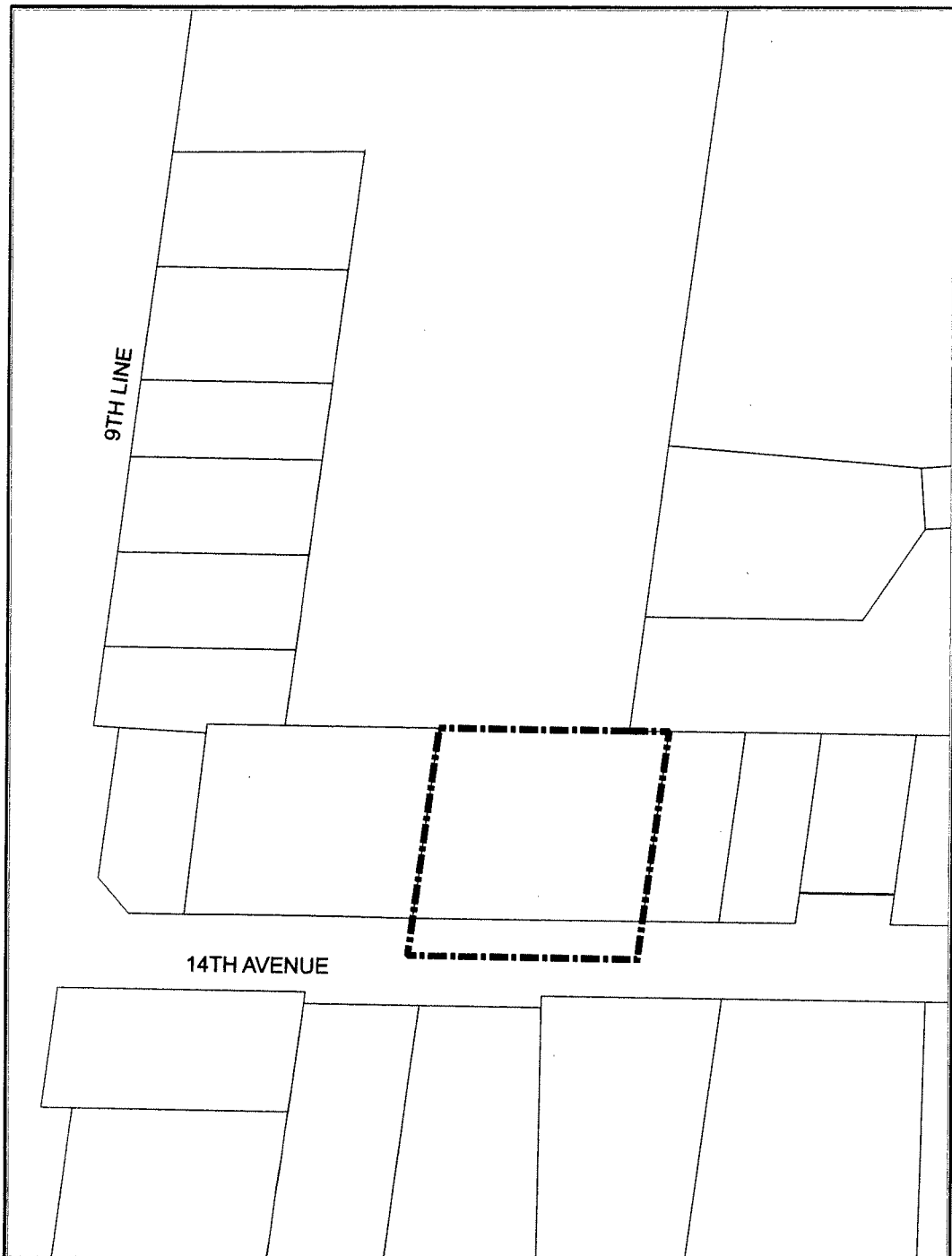
A By-law to amend By-law 304-87, as amended.  
To delete a portion of the lands comprising of Part of Lots 4 and 5  
Register Plan 19 Part of Lot 6, Concession 9, Box Grove Planning  
District from the designated area of By-law 304-87, as amended.

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

1. By-law 304-87, as amended, is hereby further amended by deleting a portion of those lands comprised of Part of Lots 4 and 5 Register Plan 19 Part of Lot 6, Concession 9, as shown on Schedule 'A' attached hereto, from the designated area of By-law 304-87, as amended.
2. This By-law shall not come into effect until By-law 2008-XXX, amending By-law 177-96, as amended, comes into effect and the lands, as shown on Schedule 'A' attached hereto, are incorporated into the designated area of By-law 177-96, as amended.
3. All other provisions of By-law 304-87, as amended, not inconsistent with the provisions of this by-law shall continue to apply

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS  
\_\_\_\_ DAY OF NOVEMBER, 2008



DEVELOPMENT SERVICES COMMISSION

# A BY-LAW TO AMEND BY-LAW 194-82



BOUNDARY OF AREA COVERED BY THIS BY-LAW



THIS IS SCHEDULE 'A' TO BY-LAW .....  
PASSED THIS ..... DAY ....., 2008

..... MAYOR

..... CLERK

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

SCALE 1: