

**APPENDIX 'A'**  
**REVISED CONDITIONS OF DRAFT APPROVAL**  
**PLAN OF SUBDIVISION 19TM-01012**  
(Ruland Properties Inc. - Markham Centre)

June 20, 2006

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1 General

- 1.1 Approval shall relate to draft plan of subdivision 19TM-01012 prepared by Bousfields Inc. identified as Drawing Number X-0033-1-1dp, dated May 9, 2006, incorporating the following redline revisions:
- Changes required to implement road right-of-way dedications as determined through a further review of the Functional Design Studies per individual phase of development
  - Creation of a lot line at the northerly edge of Block P9 in line with the northerly limit of an easterly extension of Street G
  - Creation of open space blocks to act as an enhanced landscape buffer on either side of the Verclaire Gate extension between Street D (West Valley Drive) and Street B (Birchmount Road)
  - Re-name the Block on which the heritage house is proposed to be located (Block P 13)
  - Surface transitway access across local roads within the plan
  - Creation of a separate Block within Block BP3 to convey stormwater from Concanmar Pond, Birchmount Road and lands south of Enterprise Boulevard to the re-aligned Tributary 4 to the satisfaction of the Town and all agencies with interest
  - Other redline revisions as required to implement the conditions of Draft Plan Approval, attached
- 1.2 This draft approval shall apply for a maximum period of three (3) years from the date of issuance by the Town, and shall accordingly lapse on June 27, 2009 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 and the release for registration of any phase of the draft plan.
- 1.4 Prior to release for registration of the Phase 1 portion of the draft plan, provisions shall be made, to the satisfaction of the Commissioner of Development Services, for a Development Phasing Plan and Development Phasing Agreement for all phases of development.

- 1.5 The Owner shall covenant and agree in the subdivision agreement that the Holding Zoning (H) provisions shall not be removed by the Town, and that building permits shall not be sought or issued for any dwelling units within the draft plan for which a servicing allocation has not been approved by the Town in consultation with the Landowners Group Trustee.
- 1.6 The Owner acknowledges and agrees that the draft plan of subdivision and 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.
- 1.7 The Owner agrees prior to release for registration to make the necessary adjustments to the legal agreement for the YDSS easement in favour of the Region of York. The agreement shall be amended to permit surface rights for purposes of parks, roads, rapid transit and the relocated Tributary 4.
- 1.8 The Owner acknowledges and agrees that the release of any phase of the draft plan of subdivision and subsequent development will be in accordance with the Council approved Precinct Plan.
- 1.9 The Town acknowledges that the Owner's ability to fully achieve the complete build-out of Markham Centre in accordance with the approved Precinct Plan will, in part, be subject to the Town implementing the recommendations arising from the Financial Strategy Study for Markham Centre.
- 1.10 The Town acknowledges that the Owner may construct, at the Town's sole discretion and to the Town's satisfaction, parks, parking structures and other infrastructure for delivery to the Town, in furtherance of meeting the conditions of Draft Plan Approval.

## 2 Roads

- 2.1 The Owners acknowledge and agree that the road allowances included within the draft plan of subdivision 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 Prior to the finalization of the draft plan, centerline radii of all roads shall be reviewed against standard criteria currently under review by the Engineering Department and adjustments made to the plan if required by the Director of Engineering in order to address road function and safety.

- 2.4 The Owner shall covenant and agree that details for all of the proposed non-standard road cross sections shall be submitted for review and approval prior to release for registration of any phase of the draft plan.
- 2.5 The Owner acknowledges and agrees that parking will not be permitted in the proposed 10.0m laneways.
- 2.6 The final alignment of the Street C (Verclaire Gate), Street B (Birchmount Road), and Street E (Sciberras Road) are subject to EA studies. Prior to release for registration of applicable phase of the draft plan the alignment of these roads shall be confirmed by the EA studies.
- 2.7 The final alignment of the Rapid Transit route through the draft plan area is subject to an EA study. Prior to release for registration of any phase of the draft plan confirmation of the final alignment of the Rapid Transit is required, and the Owner shall adjust the plan accordingly, if necessary.
- 2.8 The proximity of Street D, Street E and Street F to the river bank and the meandering belt of the Rouge River will require additional investigation and approval from TRCA. Prior to release for registration of the applicable phase, sufficient analysis shall be done and approval obtained from TRCA and the Town and adjustments made to the plan if necessary.
- 2.9 There may be Markham Centre specific Urban Design requirements that affect the layout and/or width of right-of-way boulevards. Prior to release for registration of any phase of the draft plan, approval from the Director of Planning and Urban Design and the Director of Engineering is required.
- 2.10 On-street parking and bike paths may impact on the width of the proposed pavement or width of the right-of-ways. Prior to release for registration of any phase of the draft plan, requirements for on-street parking and the layout of the bike lanes shall be determined so that the necessary space will be provided, and the Owner shall adjust the plan accordingly, if necessary to the satisfaction of the Commissioner of development Services.
- 2.11 Prior to release for registration, the design of the District Energy network and trench requirement in all the road right-of-ways shall be reviewed in detail and approved by the Town, in consultation with Markham District Energy.
- 2.12 The Owner shall convey, upon registration of the plan of subdivision, 0.3 m reserves at the open end of all road allowances required by the Town of Markham or other agencies free of all costs and encumbrances, to the satisfaction of the Town.

- 2.13 The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles and any necessary easements where required at their cost. The Owner shall also covenant and agree in the subdivision agreement to remove the temporary turning circles and restore the streets to their normal condition at their cost when required by the Town, to the satisfaction of the Town. The design of the temporary turning circles, and any implication on surrounding land use, shall be addressed in the subdivision agreement to the satisfaction of the Town.
- 2.14 The Owner shall covenant and agree in the subdivision agreement to obtain Region of York or Town approval to provide construction access from any Regional roads or Town roads and to provide the Town with a copy of the Region's approval where applicable.
- 2.15 The Owner covenants and agrees that the development of larger blocks may necessitate the need or requirement for additional public roads, laneways or pedestrian walkways through the blocks. These connections will be identified and provided as required at the time of registration of the applicable phase.
- 2.16 Notwithstanding the provisions of Section 2.2, the Town acknowledges that consideration may be given to including private condominium roads as part of the local road network through Block CA 4. Such roads, if permitted at the Town's sole discretion, must ensure a seamless transition with the public road network and, be designed to function as the equivalent of a public road, including adherence to the Markham Centre Streetscape Standards. The Owner shall enter into an Agreement with the Town governing the manner in which condominium roads will function, including the level of service, maintenance obligations, continuous public access and establishing a protocol for the potential temporary closure of private roads within the plan area.

### 3 Comprehensive Bicycle Plan

The Owner shall submit a comprehensive bicycle plan showing how the system would accommodate usage within Markham Centre in the context of the Town-Wide Bicycle System Study. This plan should incorporate all roadways, pathways, linkages to areas beyond the plan boundary as well as areas with on-street parking to the satisfaction of the Commissioner of Development Services. The Owner further agrees to provide the required additional road right-of-way widths within their plan to accommodate the proposed bike lanes, prior to release for registration of the applicable phase of the draft plan.

#### 4 Noise Impact Study

- 4.1 Prior to execution of a subdivision agreement for the applicable phase of the draft plan, the Owner shall submit a Noise Impact Study, prepared by a qualified Acoustical Consultant, recommending (outdoor and indoor) noise mitigation measures, including details relating to the height of fencing and berming, to the satisfaction of the Town, in consultation with the Region of York, GO Transit, Ministry of Transportation, 407/ETR and any other applicable agencies. 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.
- 4.2 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, in consultation with the Region of York, GO Transit, Ministry of Transportation, 407/ETR and any other applicable agencies.
- 4.3 The Owner shall covenant and agree in the subdivision agreement to retain a qualified consultant to review, and if required, provide a more detailed study of each phase of development at the time of Site Plan Control submission to ensure that the various recommendations of the approved study have been incorporated into the proposed development.

#### 5 Vibration Impact Study

- 5.1 Prior to release for registration of the applicable phase of the draft plan, the Owner shall submit a Vibration Impact Study, prepared by a qualified Consultant, recommending vibration mitigation measures, for train and or public transit vehicle traffic generated adjacent to the site, to the satisfaction of the Town, in consultation with the Region of York and GO Transit. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the Study.
- 5.2 The Owner shall covenant and agree in the subdivision agreement to implement vibration control measures and warning clauses as recommended by the approved Study, to the satisfaction of the Town, in consultation with the Region of York and GO Transit.
- 5.3 The Owner shall covenant and agree in the subdivision agreement to retain a qualified consultant to review and if required, provide a more detailed study of each phase of development at the time of Site Plan Control submission to ensure that the various recommendations of the approved study have been incorporated into the proposed development.



## 6 Tree Preservation and Landscaping

- 6.1 Prior to execution of a subdivision agreement for any portion of the draft plan of subdivision, the Owner shall submit landscape plans based on the approved Precinct Plan, and the approved Tree Preservation Plan, approved Open Space Plan, approved Park Development Master Plan and approved Composite Utilities Plan, 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, but not be limited to the following:
- a) street tree planting along both sides of public right-of-ways at not greater than 10 metres between trees. The size, spacing and species selected shall be to the satisfaction of the Town. The location of the street trees shall be co-ordinated with the Composite utilities Plan approved by the Town;
  - b) a streetscape plan including street trees for Warden Avenue, medians, and all roads within the plan;
  - c) appropriate planting and decorative fencing (not to exceed 1.2 metres in height) along the residential interface with park blocks and single loaded road allowances.
  - d) buffer planting, berming and noise attenuation fencing, abutting the Go-Transit corridor, and Highway 407, if required;
  - e) decorative metal fences and appropriate planting along the property line of Block CA7, adjacent to the business park Block (BP3);
  - f) community gateway features, where appropriate;
  - g) fencing, pathways, trailhead features, bicycle routes, valley crossings, and buffer planting in the Valleyland/Open Space areas;
  - h) corner lot screen fencing to meet the current Town of Markham standard;
  - i) any other landscaping as determined by the Precinct Plan, and the Master Environmental Servicing Plan, Tree Preservation Plan, Open Space Plan and Park Development Master Plan;
  - j) pathways, buffer planting, and partial or complete fencing, as determined appropriate, of the SWM facilities in Blocks OS1 and OS3;

- k) fencing and planting of the walkway parcels;
- l) fencing of the school blocks where they abut residential development;
- m) appropriate interim landscaping of park Blocks P1, P2, P3, P4, P5, P6, P7, P8, P10 and P11, to be identified and scheduled in the Development Phasing Plan.

- 6.2 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/streetscape plans.
- 6.3 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., and having custody and use of the Association's seal, or a certified Arborist, to the satisfaction of the Commissioner of Development Services, prior to 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, and conceptual building envelopes and driveway locations.
- 6.4 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 building permits.
- 6.5 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.
- 6.6 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.

## 7 Parks and Open Space

- 7.1 The Owner covenants and agrees that parkland dedication within Markham Centre is required at the rate of 1 hectare per 300 units (capped at 3 acres per 1000 population) for residential development, and 2% of the commercial land area (including Business Park and Community Amenity lands), for commercial development.
- 7.2 The Owner shall convey approximately 9.85 ha. (24.34 acres) of parkland, Blocks P1 to P12 inclusive, to the Town for park purposes, free of all costs and encumbrances, with the exception of the easement for the YDSS, prior to release for registration of the applicable phase of the draft plan. These Blocks shall be conveyed in a physical condition which is satisfactory to the Town. 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. The Owner acknowledges that no park credit will be given for Block P13.
- 7.3 The Owner and the Town acknowledge that any parkland under-dedication will be provided as a cash-in-lieu payment.
- 7.4 As security for the Owner's pro rata share of overall parkland in Markham Centre, the Owner authorizes the Town to draw on any letter of credit filed, to the value of any parkland deficiency as determined by the Town, which amount may be drawn at any point in time to be determined at the sole discretion of the Town and when so drawn shall be deemed to be cash-in-lieu of parkland.
- 7.5 The Owner shall covenant and agree to provide municipal service connections to the streetline, rough grade, topsoil, seed and maintain (free of stock piles and debris) all school blocks, park blocks 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.
- 7.6 The Owner acknowledges that should these works not be completed and maintained to the satisfaction of the Commissioner of Development Services, and the appropriate school boards, as applicable, the Town will do the work as required and draw on the letters of credit for all costs so incurred.

- 7.7 The Owner shall convey open space blocks (OS1, OS2 and OS3) adjacent to the Rouge River Valley, open space blocks (OS4, OS5 and OS6) and, the two blocks to be created on either side of the Verclaire Gate extension between Street D (West Valley Drive) and Street B (Birchmount Road) to act as an enhanced landscape buffer, to the Town, free of all costs and encumbrances and to the satisfaction of the Town, prior to release for registration of the applicable phase of the plan. These Blocks shall be conveyed as open space and shall not be part of the parkland dedication conveyance.
- 7.8 Prior to execution of a subdivision agreement for the applicable phase of the draft plan, the Owner shall prepare and submit a detailed Open Space Plan for Blocks OS1 to OS6 inclusive, and the two blocks to be created on either side of the Verclaire Gate extension between Street D (West Valley Drive) and Street B (Birchmount Road) to act as an enhanced landscape buffer, and a Conceptual Park Development Master Plan for Blocks P1 to P12 inclusive indicating all proposed improvements to the lands, to the satisfaction of the Town. The applicant further agrees to complete and up-date the Master Environmental Servicing Plan to the satisfaction of the Town and Toronto and Region Conservation Authority, and to obtain all required permits and approvals including those under the Federal Fisheries Act or required by the Ministry of Natural Resources. This Plan shall also reflect the Markham Centre Greenlands Plan.
- 7.9 The Owner shall, at the time of registration of the applicable phase, identify additional publicly accessible open space/walkways or other connections between and within the development parcels, to the satisfaction of the Commissioner of Development Services. These open space/walkways shall be constructed and transferred to the Town free of encumbrances and at no cost or compensation, to the satisfaction of the Commissioner of Development Services.
- 7.10 In recognition of the desire to ensure a seamless transition between public and private spaces within the plan area, as part of the approvals process, the Owner shall enter into agreements of public access for all privately owned plazas and squares, to the satisfaction of the Commissioner of Development Services.
- 7.11 The Owner shall restore the lands on Block OS1 (former block I1) which previously contained a dwelling unit to a natural state, to the satisfaction of the Town and TRCA, and transfer the Block to the Town as part of the open space conveyance.
- 7.12 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.

- 7.13 The Town acknowledges that notwithstanding the Open Space designation of the blocks to be created on either side of Verclaire Gate to act as an enhanced landscape buffer between Street D (West Valley Drive) and Street B (Birchmount Road), driveways may cross these blocks to access the adjacent residential blocks (R30 and R32) provided the driveway location and design is to the satisfaction of the Commissioner of Development Services.

## 8 Central Amenity Feature

- 8.1 The Owner agrees to submit a letter from the Developers Group Trustee confirming that the agreed upon sum of \$3,000,000.00 (as set out in the Memorandum of Understanding between Ruland Properties Inc. and the Town of Markham), has been secured to the satisfaction of the Town Treasurer, Town Solicitor and Commissioner of Development Services.
- 8.2 The Owner acknowledges and agrees that, in the event that condition 8.1 is not met in a timely manner, a clause will be included in the subdivision agreement requiring provision of a letter of credit to secure the agreed upon sum of \$3,000,000.00 until called upon for use, at the Town's discretion.
- 8.3 The Owner authorizes the Town to draw on the letter of credit filed per conditions 8.1 and 8.2, in amounts as required by the Town.
- 8.4 The Owner acknowledges and agrees that the funds defined in conditions 8.1 and 8.2 are a one time contribution to be utilized at the Town's discretion to improve and enhance the Central Amenity Feature to a higher standard of design and finish, to the satisfaction of the Commissioner of Development Services.
- 8.5 The Owner acknowledges and agrees that the contribution referenced above is in excess of the Markham Centre Parks Development costs and does not constitute part of their parkland obligations for this draft plan of subdivision.
- 8.6 The Owner acknowledges that a separate parks agreement may be required between the Town and Markham Centre Developers Group to define how the park(s) within the Plan and Markham Centre, including the Central Amenity Feature, will be constructed, delivered and conveyed to the Town. This agreement may address such matters as overall parkland obligations, phasing and level of finish of park elements, programming elements, cash-in-lieu values, parkland credits, and appraisal process to the satisfaction of the Commissioner of Development Services and Town Solicitor.

8.7 The Owner agrees to undertake all necessary studies, including required soils studies, and provide any other required information to verify to the satisfaction of the TRCA and the Town that the Central Amenity Feature could accommodate the Town's programming requirements such as but not limited to underground parking structures, water features, ice rinks, bandshells, amphitheatres and other infrastructure to ensure that the Central Amenity Feature can deliver the programming elements required to serve as the central focus for Markham Centre.

8.8 The Owner acknowledges and agrees to release and forever discharge the Town from any and all claims for credits against development charges payable in connection with the Central Amenity Feature or payable at the issuance of building permit or permits for work within the Plan and the Owner acknowledges and agrees to waive all such claims for credit.

## 9 Place of Worship Block

9.1 The Owner agrees to reserve Block I1 for a place of worship, for a minimum of 5 years from registration of the applicable phase of the subdivision agreement, to the satisfaction of the Commissioner of Development Services, in accordance with Council approved policies for places of worship within Markham Centre.

9.2 The Owner further agrees that Holding (H) provisions in the zoning by-law will be placed on this block, and that the Hold (H) may not be removed until the Town is satisfied that the site is no longer required for a place of worship.

9.3 The Owner agrees to satisfy the Town as to how the lands could be developed for an alternate use, in the event that they are no longer required for a place of worship, prior to final approval of the draft plan.

## 10 Stormwater Management

10.1 Prior to execution of a subdivision agreement for any portion of the draft plan of subdivision, the Owner shall submit a Master Environmental Servicing Plan, 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, Toronto and Region Conservation Authority, Ministry of Transportation of Ontario and Highway 407/ETR, and other agencies with interest. The Owner acknowledges and agrees that they will be required to enter into the necessary agreements, for the construction and maintenance of all stormwater management facilities and associated infrastructure, 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.

- 10.2 The Owner shall convey Blocks OS1, OS3, and a separate Block to be created within Block BP3 (to convey stormwater from Concanmar Pond, Birchmount Road and lands south of Enterprise Boulevard to the re-aligned Tributary 4), to the Town. These Blocks will be conveyed for storm water management, conveyance, floodplain and setback purposes, free of all costs and encumbrances, to the satisfaction of the Town, TRCA and all external agencies with interest, upon release for registration of the applicable phase of the plan of subdivision.
- 10.3 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.
- 10.4 The Owner shall covenant and agree in the subdivision agreement to obtain a topsoil removal permit in accordance with the Town's Topsoil Removal By-law prior to proceeding with any on-site works.
- 10.5 The Owner shall prepare a Best Management Practice Design Study/Brief for inclusion in the Master Environment Servicing Plan to the satisfaction of the Town and Toronto and Region Conservation Authority, and to undertake the required works in accordance with the approved policy framework, and current best practices and technologies.
- 10.6 The Owner agrees to relocate Tributary 4 as required, including any easements to the satisfaction of the Town, TRCA, and MTO/407 ETR. The Owner also agrees to provide any temporary stormwater measures associated with the relocation of Concanmar Pond and Tributary 4, and the construction of Enterprise Boulevard and Birchmount Road.

## 11 Municipal Services

- 11.1 The Owner shall acknowledge and agree in the subdivision agreement that the release for registration of the applicable phase of the draft plan shall be subject to adequate sanitary sewer capacity and water supply being allocated to the subdivision by the Town and the Region.
- 11.2 Prior to release for registration of the applicable phase of the draft plan, the Owner shall prepare, to the satisfaction of the Town (Commissioner of Development Services), a Master Servicing Plan and/or Servicing Brief 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.

- 11.3 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued until the Director of Building Services has been advised in writing by the Director of Engineering that water, sewage treatment, utilities and roads satisfactory to the Director of Engineering are available to the lands, except that building permits may be issued for model homes upon terms and conditions established by the Town (Commissioner of Development Services).
- 11.4 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).
- 11.5 Prior to release for registration of applicable phase of the draft 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).
- 11.6 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 in writing by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available.
- 11.7 Prior to release for registration of any phase of the draft plan, the Owner shall pay for and complete a well monitoring program and implement the recommendations of this program to the satisfaction of the Director of Engineering. Prior to starting underground construction, the details of the program should be submitted to the Director of Engineering for review and approval. Further, the Owner shall covenant and agree in the subdivision agreement to provide securities sufficient to ensure that the well monitoring program is implemented to the satisfaction of the Director of Engineering.
- 11.8 The Owner shall covenant and agree that approval is required from the Region of York for the construction of new connections to the York Durham Sanitary Sewer (YDSS).



## 12 Easements

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.

## 13 Recycling

13.1 The Owner shall covenant and agree in the Subdivision Agreement to:

- a) purchase from the Town two recycling containers per residence upon application for occupancy permits so that each purchaser may participate in a waste diversion program;
- b) ensure that the containers, units and educational materials are deposited in each home on or before the day closing;
- c) to contact the Town at least four weeks in advance to arrange an appointment time in which blue boxes are to be collected by the Owner.

## 14 Fire Department

14.1 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.

14.2 The Owner shall covenant and agree in the subdivision agreement to:

- a) Provide watermains which are of a size that is acceptable to the fire department to meet requirements for firefighting purposes;
- b) Provide fire hydrants spaced at intervals satisfactory to the Fire Chief or his designate;
- a) Provide two water supply connections, to the satisfaction of the Fire Chief or his designate, to ensure adequacy and reliability of the water supply at all times for firefighting purposes.
- d) provide two means of access, independent of one another, into the development to ensure access for Fire Department vehicles under all conditions to the satisfaction of the Fire Chief or his designate.

- e) Complete the following streets for Phase 1 to proceed:
- Street A (Enterprise Boulevard) from Warden Avenue to Kennedy Road/Helen Avenue intersection
  - Street B (Birchmount Road) from 14<sup>th</sup> Avenue to the north boundary of the development or Street B (Birchmount Road) from 14<sup>th</sup> Avenue to Street C and Street C to the north boundary of the development.

## Other Town Requirements

### 15 Precinct Plan

- 15.1 The Owner agrees to develop lands in accordance with the approved Precinct Plan and shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the Precinct Plan into the draft approved plan and subdivision agreement. The Owner acknowledges that the Town may require the Owner to undertake additional studies or guidelines to address particular design objectives.
- 15.2 The Owner shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the Precinct Plan and Guidelines into all municipal works, site plan and building permit applications within the plan of subdivision.

### 16 Development Phasing Agreement

- 16.1 Prior to execution of a subdivision agreement for any portion of the draft plan of subdivision, the Owner shall undertake a Development Phasing Plan and enter into a Development Phasing Agreement, with the Town to implement the various transportation and other infrastructure requirements, including utilities, parks, parking structures and schools, associated with each phase of development. Each block/parcel shall be identified on the plan, accompanied by a detailed schedule of size, number of units (where applicable), amount of floor area, and height. Each block/parcel shall be assigned a phase within the context of the approved phasing plan which ties each phase into various required components of an adopted Council or Regionally approved infrastructure, road, traffic or transportation plan.
- 16.2 The Owner shall covenant and agree in the subdivision agreement that, prior to the release of any block or parcel within a development phase, the Owner shall undertake a Block/Parcel Phasing Plan which identifies amongst other matters, the following:

- location of all buildings, structures, landscaping, utilities, sidewalks, walkways, roads and other infrastructure

- ❑ construction of required roads and road infrastructure, including bridges over the Rouge River for each block
- ❑ provision of lands and facilities for schools, commercial uses, Community and Neighbourhood Parks, parkettes and valleyland management and amenities
- ❑ construction of stormwater, sewer and water infrastructure
- ❑ the timetable for providing infrastructure and public facilities
- ❑ implementation of the phasing plan as a monitoring tool in assessing all subsequent approvals
- ❑ location, access, on-site circulation, surface and structured parking
- ❑ the manner in which comprehensive development of the block will occur
- ❑ the evolution of surface to structured parking, and a detailed legal description of block/parcel and access easements for parking lots/structures
- ❑ blocks/parcels/lands required for parks, parking or other public use within the subject phase

16.3 The Owner shall covenant and agree in the subdivision agreement that, prior to the release of any block or parcel within a development phase, the Owner shall amongst other matters:

- ❑ Undertake a community needs study/update, if required, to the Town's satisfaction to establish that the lands identified for public use are adequate for the Town's needs, or otherwise identify levels of infrastructure which may be required to address the needs identified for the subject lands proposed to be released.
- ❑ Shall reflect in each phase of development the requirements of the community needs study.
- ❑ The updated community needs study will identify the size, configuration, location and ultimate use of the parks and open space components and shall satisfy the Town as to any adjustments to the Parks Master Plan resulting from the study.
- ❑ Confirm with the Town the level of finish and timing of the delivery of the lands for public use.
- ❑ Undertake transportation and services study/update to the satisfaction of the Town to confirm that the assumptions with respect to infrastructure and road/transit network improvements required for the subject phase to proceed are still valid, or otherwise identify additional improvements/upgrades and make appropriate arrangements for any improvements which may be required to support the proposed level of development.

- ❑ Undertake a parking supply/demand study to determine appropriate levels of parking to support proposed level of development with particular regard to current availability of transit and transit use patterns.
- ❑ Provide a Parking Implementation Master Plan.
- ❑ Submit the proposal for the lands within the subject block/parcel for review by the Markham Centre Advisory and prepare a detailed evaluation of how the subject proposal complies with and implements the endorsed Performance Measures.
- ❑ Provide and update as required the Parkland Dedication Agreement, Archaeological Assessment, Master Utility Distribution Plan, Community Services Plan, Master Environmental Servicing Plan, Best Management Practice Design Study/Brief, Master Development Phasing Plan, Individual Block/Parcel Phasing Plans, Community Needs Study, Parking Supply Demand Study, Transportation Services Study, Tree Preservation and Microclimate Studies, and other studies as required by the Town or other regulatory authority or agency.
- ❑ Obtain the necessary approvals, from the Town and other regulatory authority or agency, including executing agreements and providing financial guarantees.

- 16.4 In conjunction with the release of the Business Park Blocks (BP2, BP3 and BP4) the Owner agrees that new public roads, or publicly accessible private roads and sidewalks may be required within these blocks to ensure the continuity of public access throughout the plan area, to the satisfaction of the Commissioner of Development Services.
- 16.5 Notwithstanding the sequential phasing to be outlined and approved in the Development Phasing Plan, the Town may agree to release for development, certain of the lands identified within the 'Enterprise Zone' in the Master Development Phasing Plan and Zoning By-law, out of sequence, where it is desirable to advance built form and other infrastructure components into the plan at the earliest possible timeframe, to capture market opportunities and, to drive a Town Centre scale and massing to the downtown as early as possible, provided the conditions for release and By-law requirements are met.
- 16.6 The Owner acknowledges that the Town may wish to advance development (temporary or otherwise) of certain public uses and facilities. The Owner will co-operate with the Town to transfer lands for parks and public facilities, at a time satisfactory to the Town.
- 16.7 The Owner acknowledges that the following infrastructure and other conditions are required to support full build-out of the draft plan:

- A. Transit
  - Implementation of rapid transit or other transit service in Markham Centre that has the capacity and ability to provide for a 30% modal split
  - A dedicated transit corridor generally in accordance with the alignment shown on the draft plan
- B. Parking
  - A parking strategy that provides for a maximum of 2.5 spaces per 1000 square feet commercial/office uses
- C. Road Improvements
  - i) The following road widenings as identified in the Region's Capital Programme
    - Warden Avenue
    - Highway 7
    - Kennedy Road
  - ii) The following road improvements and new roads, as identified in the Town's Capital Programme
    - Rodick Road
    - Enterprise Boulevard
    - Birchmount Road
  - iii) All of the roads shown on the draft plan
  - iv) The following additional road improvements
    - Extension of the 407 off-ramp at Warden Avenue to Birchmount Road or equivalent
    - Extension of Verclaire Gate and Sciberras Road to Highway 7, including all bridge crossings
    - Provision of double northbound left turn lanes and double eastbound right turn lanes or other infrastructure improvements to support the turning volumes at the Kennedy Road/Helen Avenue intersection

16.8 Prior to execution of a subdivision agreement for any portion of the draft plan of subdivision, the Owner agrees to undertake the preparation of a traffic study to support the Development Phasing Plan for infrastructure. The study must demonstrate how the traffic associated with each phase will be accommodated based upon the phasing plan. The analysis must also include the type of transit required at each phase to support the proposed increments on mode splits.

- 16.9 The Owner acknowledges that the release of Holding (H) provisions for each phase will require the traffic studies to confirm the implementation of infrastructure elements and review traffic conditions at that time, including any other changes to traffic and transit conditions that may be applicable.

17 Markham Centre Traffic Study

Prior to execution of a subdivision agreement for any portion of the draft plan of subdivision, the Owner shall finalize, in consultation with the Owners of other lands within the Markham Centre Secondary Plan area, a Traffic Impact Study prepared by iTrans Consulting Inc., to the satisfaction of the Town and the Region of York. The Owner shall incorporate the requirements and criteria of the Traffic Impact Study into the Development Phasing Plan, internal and external road design, draft approved plan and subdivision agreement.

18 Environmental Clearance

- 18.1 Prior to release for registration of the applicable phase of the draft plan, the Owner shall submit an environmental clearance prepared by a professional engineering consultant or equivalent, in accordance with MOEE guidelines or other guidelines as appropriate, for all lands to be conveyed to the Town, to the satisfaction of the Town.

- 18.2 The Owner shall covenant and agree in the subdivision agreement that if during construction of any infrastructure or buildings within the subdivision contaminated soils are discovered, the Owners shall undertake, at their expense, the necessary measures to identify and deal with the contaminated soils, in accordance with MOEE guidelines, or other guidelines as appropriate, to the satisfaction of the Director of Engineering.

19 Development Charges

- 19.1 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.
- 19.2 The Owner acknowledges and understands that the subdivision agreement will not be executed by the Town until an Area-Specific Development Charges By-law has been passed by the Town or the Town Solicitor is satisfied with the arrangements for the payment to the Town by the developer of any necessary Area Specific Development Charges.

## 20. Heritage

- 20.1 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.
- 20.2 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.
- 20.3 The Owner covenants and agrees to relocate the Heritage Building, identified as the Alexander Bradburn House, originally addressed municipally as 8083 Warden Avenue to Block P13.
- 20.4 The Owner covenants and agrees to protect and conserve the Heritage Building(s) through the following means:
- a) To maintain the Heritage Building(s) in good and sound conditions at all times prior to and during the development of the property;
  - b) To prevent vandalism and deterioration by undertaking the following:
    - secure and protect the buildings from damage through procedures carried out according to the Town of Markham Guidelines for Boarding Heritage Structures;
    - erect a "No-trespassing" sign in a visible location on the property indicating that the Heritage Building(s) is to be preserved onsite and should not be vandalized and/or scavenged; and
    - install a 3m high fence around the perimeter of the house to protect the dwelling until the completion of construction in the vicinity or the commencement of long-term occupancy of the dwelling as confirmed by Town (Heritage Section) staff.
- 20.5 Prior to final approval of the plan of subdivision or any phase thereof, the Owner is to implement the following measures to protect the Heritage Building (s):

- a) The Owner is to provide at its expense a legal survey of the Heritage Building(s) to facilitate the registration of the designation and easement agreements on the created/proposed lot(s);
- b) The Owner has entered into a Heritage Easement Agreement for the Heritage Building(s) with the Town;
- c) The Owner has permitted the designation of the property under Part IV of the Ontario Heritage Act ;
- d) The Owner has provided a \$25,000 Letter of Credit to ensure the preservation of the existing buildings as part of the Site Plan Agreement for the Motorola property. The letter of credit shall be retained for use by the Town and shall not be released until the following has been addressed:
  - construction and grading on the subject lands and adjacent lots, and roads have been completed to the satisfaction of the Town (Commissioner of Development Services),
  - the building has been connected to municipal services,
  - the exterior restoration of the Heritage Building is complete,
  - the buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
  - all other heritage requirements of the Subdivision Agreement have been completed;
- e) The Owner is to enter into a site plan agreement with the Town for the Heritage Building, containing details on the site plan such as driveway, grading, connections to municipal services, trees to be preserved and detailed elevations outlining the proposed restoration plan, any additions and alterations, and any proposed garage.

20.6 The owner shall covenant and agree in the subdivision agreement to preserve the Heritage Buildings through the following means:

- a) to provide and implement a traditional restoration plan for the Heritage Building that would be reviewed and approved by the Town (Heritage Section). The restoration plan is to be included in a site plan agreement for each of the property;
- b) to complete the exterior restoration of the Heritage Building, connection of all municipal services to the allocated lot (water, gas, hydro, cable, telephone etc.) and ensure basic standards of occupancy as confirmed by Building Standards Department within two years of registration of the plan of subdivision;
- c) to ensure that the architectural design and elevations of dwellings proposed for adjacent lots is compatible with the restored heritage dwelling;
- d) To ensure that the historic front of the Heritage Building(s) retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing;



- 20.7 The Owner shall covenant and agree in the subdivision agreement to prepare and implement a marketing plan, to the satisfaction of the Commissioner of Development Services, which details the ways and means the Heritage Building(s) will be marketed to prospective purchasers;
- 20.8 The Owner shall covenant and agree in the subdivision agreement to provide notice and commemoration of the Heritage Building(s) through the following means:
- a) to provide and install at its cost, an interpretative baked enamel plaque for each Heritage Building(s), in a publicly visible location on the property. The plaque is to be designed according to the specifications of the "Markham Remembered" program, and outline the history of the house. Details of the design and location of the plaque are to be submitted for review and approval of the Town (Heritage Section);
  - b) to include the following notice in each Offer of Purchase and Sale for the Heritage Building(s):  
  
"Purchasers are advised that the existing building on this property is designated pursuant to the Ontario Heritage Act, and is subject to a heritage easement agreement with the Town of Markham. Any proposed additions or alterations to the exterior of the existing dwelling shall be subject to review and approval of plans by the Town."

21 Developer's Group

Prior to release for registration of any phase of the draft plan, the Owner shall enter into a Developers Group Agreement(s) to ensure the provision of community and common facilities such as school sites, places of worship site, municipal services, parks and public roads in the Markham Centre Secondary Plan area, to the satisfaction of the Town (Commissioner of Development Services and Town Solicitor), and a certificate confirming completion of such agreement(s) shall be provided to the Town by the Developers Group Trustee to the satisfaction of the Town Solicitor.

22 Servicing Allocation

- 22.1 The Owner acknowledges that there is a limit on the availability of servicing capacity within Markham and Markham Centre and that no development will occur unless servicing allocation is available and has been assigned by the Town in concert with the Trustee for the Landowners Group. Notwithstanding the foregoing, a Development Agreement has been executed with the Owner for

the construction of Enterprise Blvd. conditional, in part, upon servicing allocation being made available for 800 units with the plan area. The Owner acknowledges that any additional allocation is conditional on the Town and the Owner entering into the appropriate agreements for the construction of other road infrastructure in the area.

- 22.2 The Owner further acknowledges that any additional servicing allocation will be subject to Town and Regional approval and availability, and that additional servicing allocation will be contingent on the Owner participating in a Landowners Group Agreement to address sharing of common costs to ensure equitable distribution of infrastructure and facilities.
- 22.3 Prior to release for registration of the applicable phase of the draft plan the Owner shall enter into an agreement with the Town not to pre-sell any units within the plan area unless servicing allocation has been assigned by the Town, in concert with the Trustee for the Markham Centre Landowners Group, and agrees that a Holding (H) symbol shall be appended to the zoning by-law, until servicing allocation has been confirmed. The Owner agrees to save harmless the Town from any claim or action as a result of services not being available when anticipated.

23 Markham Centre Advisory Group and Performance Measures

- 23.1 Prior to Site Plan Control approval, the Owner agrees to submit the proposal for the lands within the subject block/parcel for review by the Markham Centre Advisory Committee and to prepare a detailed evaluation of how the subject proposal complies with, and implements the Performance Measures document as approved by the Town. The Owner acknowledges that the Performance Measures will be reflected in conditions of site plan control approval.
- 23.2 In furtherance of the Performance Measures, the Owner acknowledges and agrees that green infrastructure principles will be incorporated into the design and construction of the development on the basis of a report prepared by the Owner and to the satisfaction of the Town, prior to site plan approval for any phase of development. This report will provide for a green infrastructure programme that will include but not be limited to the provision of stormwater management, reduced energy consumption, green roofs, and energy efficient heating and cooling, reduction in automobile use and pedestrian, and bicycle-friendly design.

## 24 Parking Strategy

- 24.1 The Owner acknowledges that the Town has a parking strategy for the Markham Centre Planning District (including the subject lands) and that the study contains policies for the reduction of parking supply/standards, and the creation of an agency or other authority to monitor and possibly supply parking on a municipal/commercial basis within Markham Centre. The Owner acknowledges that the policies will, over the medium to long-term, require the majority of parking within Markham Centre to be provided within a structured format, and will affect a reduction in the total amount of long-term parking available within the plan area. The Owner also acknowledges that parking may be located on-street, in designated areas of Markham Centre.
- 24.2 The Owner shall agree in the Subdivision Agreement that an upper limit on the parking supply is identified in the by-law, and that additional parking supply beyond such levels will be available on an interim basis only, and subject to the release of Holding (H) provisions, and/or temporary use by-laws. The Owner acknowledges that the interim parking may be provided by the Town, and that it will not necessarily be provided within the same lot, parcel or block of the development which requires the parking. The Owner also acknowledges that the parking supply could be reduced or relocated at the discretion of the Town. The Owner further acknowledges that the Town reserves the right to suspend the use of any temporary/interim parking upon certain transportation objectives being met (including but not limited to availability of transit through the plan area, the provision of municipal parking structures, reductions in modal splits); as well as to achieve urban design objectives.
- 24.3 Prior to release for registration of the applicable phase of the draft plan the Owner agrees to provide, as a component of the Development Phasing Plan, a parking implementation and supply/demand study on a per block basis as development proceeds, and to implement the requirements of the Development Phasing Plan, zoning by-law and Holding (H) provisions.
- 24.4 The Owner covenants and agrees in the subdivision agreement to bring forward the parking implementation and supply/demand study on a sub-precinct basis at the time of the first application within each sub-precinct which sets out amongst other matters;
- development phasing within the sub-precincts showing how the parking can be developed to achieve the maximum densities allocated to the sub-precinct and including
  - location of buildings
  - location of future local road ROW's, driveways, entrances
  - location of long term surface parking areas

- location of temporary surface parking areas
- location of parking structures
- lands for municipal parking facilities.

24.5 The Owner acknowledges that the Town will permit on-street parking whether on or off peak on all public roads within Markham Centre and within each sub-precinct. On-street parking and bike paths may impact on the width of the proposed pavements or width of the right-of-ways, and the Owner shall adjust the plan accordingly, if necessary.

## 25 Transportation Management Association (TMA)

25.1 The Owner shall covenant and agree in the Subdivision Agreement to participate with the Town in achieving its long-term objectives with regards to increased transit use and higher modal split targets, urban design, and parking supply management. The Owner further agrees to advise and enlist prospective tenants and owners through lease agreements, parking cost unbundling strategy, and offers of purchase and sale of the Town's policies and Travel Demand Management (TDM) programmes.

25.2 The Owner also agrees to support the Town's Transportation Management Associations (TMA) initiative, and other programmes aimed at reducing single-occupant vehicle trips, by, for example, promoting and offering carpooling, telecommuting, flexible work hours and transit investment programmes, and supporting cycling and pedestrian activity. The Owner agrees to require tenants or owners of buildings within the plan area to actively participate and enroll in the Markham Centre TMA as members, as well as provide such facilities as preferential parking for carpools, bicycle storage spaces, and change rooms with shower and locker facilities within each mixed-use or business park building.

## 26 Holding Provisions within the Zoning By-law

The Owner acknowledges that the lands are subject to Holding (H) provisions within the Zoning By-law and that prior to the release of any lands for development, the Owner will be required to apply to the Town to release the Hold (H) provisions. The Owner further acknowledges that additional studies and supporting material may be required to the satisfaction of the Town and other approval agencies/authorities and that additional agreements may be required to be executed, and financial guarantees submitted, prior to the Town releasing the Hold (H) provisions. The Owner acknowledges that the Town will not be obliged to release the Hold (H) provisions if adequate road, transit or other infrastructure is not in place, until servicing capacity is confirmed, or if the lands for which the Hold (H) provisions is requested to be lifted do not comply with the Council approved Development Phasing Plan.

27     Financial Strategy

The Owner acknowledges that the Town is undertaking a Financial Strategy Study which contemplates, amongst other techniques, designating Markham Centre as a community improvement district, pilot tax incentive zone, and/or special tax incentive zone and agrees in principle to support this undertaking. The Owner also acknowledges that they are supportive of the financial strategy study within the Markham Centre district and that they may be required to enter into agreements as to how infrastructure upgrades will occur. The Owner further agrees to support taxes being directed to Tax Increment Financing initiatives or other initiatives in support of advancing the infrastructure requirements for Markham Centre, including parking structures and transit facilities, and achieving the higher quality of design and construction of streetscape, parks, and public spaces within Markham Centre.

28     Communications Strategy

- 28.1    The Town is implementing a Communications Strategy for Markham Centre, the intention of which is to renew and build public awareness, define and communicate the vision, support the public consultation process, and ensure consistent communication of the Plan by the various stakeholders. Key components of this strategy include brand management, harmonizing the strategy with other economic development initiatives, encouraging public consultation and Advisory Committee input, and capitalizing on common interests through cooperative initiatives with other key stakeholders.
- 28.2    The Owner acknowledges that the Town is implementing a Communications Strategy for Markham Centre and agrees to participate with Town initiatives to promote Markham Centre, including but not limited to incorporating Markham Centre and other Town promotional material in it's marketing programmes, website, sales and information centres, as well as to contribute to and participate in other initiatives such as a larger, co-ordinated edge treatment for Markham Centre, a comprehensive site identification programme, site cameras and construction hoarding programmes.

29     Public Art

The Owner acknowledges that the Town is developing a Markham Centre Public Art Policy programme and agrees to establish public art within the plan area in accordance with that programme.

30     Signage

The Owner acknowledges that the Town will be reviewing signage policies within Markham Centre in order to regulate the location, size, type and number of signs, and agrees to install signage within the plan area in accordance with such policies as may be developed, and in compliance with the Town's sign by-law.

31     Utilities

- 31.1   Prior to release for registration of any phase of the draft plan, the Owner shall prepare an overall utility distribution plan (Composite Utility Plan) to the satisfaction of the Town and all affected authorities.
- 31.2   The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, gas, district energy, Canada Post 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.
- 31.3   The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Canada Post, hydro, gas, district energy, telecommunications companies, etc., and to undertake to provide the services in a manner which complies with approved streetscape design criteria for Markham Centre, and which serves to minimize the exposure of above grade service structure/equipment, including the use of flush-to-grade vaults.
- 31.4   The Owner agrees to identify and reserve a parcel or parcels within their plan for lease and/or sale as a utility park or parks at location(s) satisfactory to the Town and affected authorities.
- 31.5   The Owner acknowledges that the Town reserves the right to provide and own the utility structure beneath the proposed public road allowance and to lease the utility structure to interested authorities/utility companies.
- 31.6   The Owner agrees to provide opportunities for heating and cooling to the business park and mixed-use components of the plan through the use of Markham District Energy, and to undertake to explore expanding the provision of district energy to the balance of the lands within the plan area.

31.7 The Owner shall covenant and agree in the Subdivision Agreement to construct streets in accordance with municipal standards; grade all streets to final elevation prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution Inc. or other gas distribution supplier, and the Town.

32 PowerStream/District Energy

32.1 Prior to release for registration of any phase of the draft plan, and at least nine months prior to construction of the subdivision, the Owner will contact PowerStream to review the proposed development draft plan, and provide PowerStream with all required information including draft plans of subdivision, legal plans, architectural design drawings, the legal name of the subdivision and developer, and any additional information required by PowerStream to design and estimate the costs of electrical services required for the subdivision.

32.2 Prior to the finalization of the draft plan, the owner agrees to incorporate the design by District Energy and provide the necessary space/lands to accommodate their piping and plants within the road right-of-way.

33 Telecommunications

33.1 Prior to release for registration of any phase of the draft plan of subdivision, the Owner shall enter into an agreement (Letter of Understanding) with the provider of telecommunications infrastructure complying with any under ground servicing conditions imposed by the municipality and if no such conditions are imposed, the Owner shall advise the municipality of the arrangement made for such servicing.

33.2 The Owner shall agree in the Subdivision Agreement, in words satisfactory to the provider of telecommunications infrastructure, to grant to the provider any easements that may be required for telecommunication services.

33.3 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 and dwelling units within the subdivision as and when each building or dwelling unit is constructed.

34 Canada Post

- 34.1 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.
- 34.2 The Owner shall covenant and agree in the Subdivision Agreement to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community mail Box. The Owner will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 34.3 Prior to release for registration of any phase of the draft plan of Subdivision, the Owner will consult with Canada Post Corporation and work co-operatively with the Town to identify suitable locations for community mailboxes, such as within or adjacent to buildings. The Owner agrees to indicate on the appropriate servicing plans:
- a) the locations of Community Mailboxes and infrastructure required to support the mailboxes to the satisfaction of the Commissioner of Development Services and Canada Post;
  - b) any required walkways across the boulevard, as per municipal standards; and
  - c) any required curb depressions for wheelchair access to the satisfaction of the Commissioner of Development Services and Canada Post.
- 34.4 The Owner shall covenant and agree in the Subdivision Agreement to provide suitable temporary Community Mailbox location(s) for the townhouse components of the plan, which may be utilized by Canada Post until the curbs, sidewalk, and final grading have been completed at the permanent community Mailbox locations. For all non-townhouse forms of development, the owner agrees to provide mail room facilities within the individual buildings, to the satisfaction of the Commissioner of Development Services and Canada Post.
- 34.5 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.



35     GO-Transit

35.1     Prior to the release for registration of any phase of the draft plan adjacent to the GO-Transit right-of-way, the Owner agrees that a copy of the lot grading and drainage plan, showing existing and final grades, must be submitted to GO-Transit for review and approval. Drainage must be controlled and directed away from GO-Transit property.

35.2     The Owner shall covenant and agree in the Subdivision Agreement:

- a)     to install, at his own expense temporary fencing along the edge of the GO-Transit right-of-way prior to the start of construction and permanent fencing along the GO-Transit right-of-way after construction;
- b)     to install and maintain a 1.83 metre high black vinyl chain link fence, or an alternative suitable to the Town of Markham and Go-Transit, along the entire length of the mutual property line with the rail line corridor;
- c)     not to use GO-Transit property without the express written permission of GO-Transit;
- d)     not to store materials or mound earth or other debris on the GO-Transit right-of-way;
- e)     to assume responsibility for restoration of any damage to the right-of-way resulting from construction of the subdivision;
- f)     to assume the costs of any relocations or revisions to GO-Transit facilities which may be necessary to accommodate the subdivision;
- g)     maintain a minimum setback for any structure of 30 metres from the railway right-of-way
- h)     To construct an earthen berm minimum 2.5 metres above grade at the property line, having side slopes not steeper than 2.5 to 1, adjoining and parallel to the right-of-way with returns at the ends
- i)     To construct and maintain an acoustic barrier along the top of the berm of a minimum combined height of 5.5 metres above-top-of-rail. The acoustic fence is to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre of surface area. Subject to the review of the noise report, GO-Transit may consider other measures recommended by an approved Noise Consultant.

- j) to include warning clauses in all Agreements of Purchase and Sale or Lease for each dwelling unit to the satisfaction of GO-Transit, which may include statements indicating that GO-Transit may expand the rail lines, which may in turn affect the living environs of residents.
  - k) to provide through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of GO-Transit.
- 35.3 Prior to the release of any lands for development, the Owner agrees to identify and dedicate lands approximately 3 to 4 metres in width, required for the double tracking of the GO-Transit line.
- 35.4 The Owner agrees to enter into an agreement stipulating how GO-Transit's concerns will be resolved and will pay GO-Transit's reasonable costs associated with GO-Transit's preparation and negotiating said agreements.
- 35.5 The Owner agrees that any proposed rail crossings will be subject to review and approval of GO-Transit and will be required to meet railway and Transport Canada requirements.
- 36 Ministry of Transportation of Ontario and Highway 407/ETR
- 36.1 The owner acknowledges that in addition to MTO approval, approvals are also required for all road improvements and adjacent stormwater management facilities from Highway 407 ETR. In addition, the owner acknowledges they are required to enter into a legal agreement with Highway 407 ETR for any improvements to the 407 right of way (including the construction of Birchmount Road).
- 36.2 The Owner acknowledges that any noise mitigation measures that are required for this plan are the sole responsibility of the Owner, and that any sound berms or fences must be entirely contained on the Owner's property a minimum of 0.3 metres from the Highway 407 property line. Should a berm be required alone or as part of a sound mitigation measure, the Owner acknowledges that the 14.0 metre setback will be measured from toe of slope on the development side of the berm.
- 36.3 The Owner acknowledges all Municipal streets and private driveways including loading bays within this plan must maintain a minimum setback of 14.0 metres from the face of curb to the Highway 407 property limit. All structures above and below ground (including the high water mark of stormwater management

ponds) must also have a 14.0 metre setback from the Highway 407 property limit. Building/Land-use permits are required for all development within 45 metres of the Highway right-of-way, as well as within 400 metres from the centre point of Warden Avenue and Highway 407.

- 36.4 The Owner acknowledges that the design and construction of the proposed crossing of Highway 407 (from Concanmar Pond to Tributary 4 of the Rouge River) for the storm water management system must be to the satisfaction of the Ministry.
- 36.5 The Owner agrees that prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a detailed stormwater management plan indicating the intended treatment of the calculated runoff.
- 36.6 The Owner agrees that prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a copy of a traffic impact study indicating the anticipated traffic volumes and their impact upon the highway and its associated ramps. The TIS must examine the impacts of traffic generated by the development on the operation of both the fully developed Unionville GO Station and fully developed Transitway station.
- 36.7 The Owner agrees that prior to final approval, confirmation be received from Highway 407 ETR that a Traffic Impact Study and Drainage Report have been reviewed and approved.
- 36.8 The Owner agrees that prior to final approval, Block RS1 be dedicated on the final plan as Public Highway.

37 Navigable Waters Protection Act

The Owner agrees to obtain any necessary approvals from Fisheries and Oceans Canada / Coast Guard under the Navigable Waters Protection Act, prior to final approval of the draft plan of subdivision or any phase thereof.

38 Transport Canada

Prior to the release of any lands for development the Owner shall confirm that he proposal complies with Transport Canada's height requirements for the Buttonville Airport, and any other applicable height regulations, shall incorporate any noise warning clauses in purchase and sale agreements, and any other applicable requirements dealing with matters such as waste disposal and lighting, and comply with the provisions of any Clearance Form which may be issued.

39     Regional Municipality of York

- 39.1     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.

Phasing & Water and Wastewater

- 39.2     The registration of the proposed plan of subdivision shall occur in phases, as approved by the area municipality, in consultation with the Regional Municipality of York.
- 39.3     The owner shall agree that the lands within this draft plan of subdivision shall be appropriately zoned by a zoning by-law that has come into effect in accordance with the provisions of the Planning Act. The Holding provisions of Section 36 of the Planning Act may be used in conjunction with any zone category to be applied to the subject lands in order to ensure that development does not occur until such time as the Holding "H" symbol is removed in accordance with the provisions of the Planning Act. The Zoning By-law amendment shall specify the terms under which Council may consider the removal of the Holding "H" symbol, (in accordance with Official Plan policy/ Pre-Paid Development Charge Agreement, or other requirements). Said terms shall include:
- a)     Confirmation from the Regional Transportation and Works Department that there is adequate water and sanitary servicing capacity available to accommodate the draft plan or any phase thereof; and
  - b)     Confirmation from the Regional Transportation and Works Department that satisfactory arrangements have been made with regard to connections of the proposed development to the proposed transit stations and appropriate support of the Highway 7 Transitway has been provided.
- 39.4     The owner shall agree in the subdivision agreement that he/she shall save harmless the area municipality and Regional Municipality of York from any claim or action as a result of water or sewer service not being available when anticipated.
- 39.5     The owner shall enter into an agreement with the Regional Municipality of York prior to registration of phase 1, agreeing not to "pre-sell" lots or blocks to end users for lands beyond phase 1 until such time as the Regional Municipality of York confirms in writing that there is sufficient water servicing capacity to service the proposed development.

- 39.6 Prior to registration, the 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.
- 39.7 Prior to registration, the Region shall confirm that contracts have been let for the required sanitary facilities.

#### Pedestrian Access

- 39.8 Prior to registration, the Owner shall provide confirmation to the Region that pedestrian access to transit facilities will be provided from the internal roadways/facilities to roadway providing future/current transit services and rapid transit stations as follows:
- o From west end of the proposed subdivision to Warden Avenue.
  - o From all business parks, Civic Square, Civic Mall and community amenities to Enterprise Blvd and Birchmount Rd.
  - o From Markham Centre to the Unionville GO Station.
  - o To Stations identified in clause 39.20.
- 39.9 Prior to registration, the Owner shall provide confirmation to the Region that pedestrian access will be provided by means of concrete walkway(s), and should be provided "at grade" (i.e. without stairs, inclines, etc.), unless otherwise approved by the Town of Markham and York Region Transit.
- 39.10 The Owner shall acknowledge in the subdivision agreement that prior to site plan approval, pedestrian access from individual buildings to both transitway and transit stops is to the satisfaction of the Transportation and Works Department.

#### Roadway Transit

- 39.11 Prior to registration, the Owner shall provide confirmation to the Region that bus passenger platforms (passenger standing areas and shelter pads) are to be provided at the following locations for the transit routes using Enterprise Blvd. and Birchmount Road and other locations as may be identified as determined through the Highway 7 Corridor Transitway Environmental Assessment:
- On Enterprise Blvd @ Warden Ave (NE corner)
  - On Enterprise Blvd @ Street D (NE corner & SW corner at entrance into Motorola)

- On Enterprise Blvd 200-250 metres east of Street D (north & south sides)
- On Enterprise Blvd @ Birchmount Rd (NE & SW corners)
- On Enterprise Blvd @ Street G (NE corner & south side)
- On Enterprise Blvd @ Street F (NE corner & south side)
- On Enterprise Blvd @ Street E (NE corner & south side)
- On Birchmount Rd @ Enterprise Blvd (NW & SE corners)
- On Birchmount Rd @ Street C (NW & SE corners)
- On Birchmount Rd @ Street D (NW & SE corners)

39.12 The Owner shall agree in the subdivision agreement that the bus passenger platforms identified in Condition 40.11 shall be designed to the satisfaction of the area municipality and York Region Transit. It is recommended that the developer work with YRT to determine the final locations of the passenger standing areas and shelter pads along Enterprise Blvd and Birchmount Road.

39.13 Subject to approval by the area municipality, the owner shall agree in the subdivision agreement to construct sidewalks along the future transit route along Enterprise Blvd and Birchmount Road.

39.14 Enterprise Blvd and Birchmount Road shall be designed to accommodate transit vehicles to the satisfaction of the area municipality and York Region Transit. The minimum pavement width for transit vehicles is 3.5 m. The minimum curb radius for transit vehicles is 15 m. These standards are according to the Canadian Transit Handbook and the Ontario Urban Transit Association.

39.15 The Owner shall agree in the subdivision agreement to advise all potential purchasers of the current transit services and of the possible introduction of transit service in this Block; this would include current and potential transit routes, bus-stops and shelter locations. This can be achieved through distribution of information/marketing materials at sales offices and appropriate notification clauses in purchase agreements. The following streets may have or currently have transit service:

- Enterprise Blvd
- Birchmount Road
- Warden Avenue
- Civic Mall

#### Highway 7 Transitway

39.16 The Owner shall, to the satisfaction of the Regional Transportation and Works Department, incorporate into the plan of subdivision the final transitway alignment, associated station/facility needs and transitway right-of-way requirements as determined through the Highway 7 Corridor Transitway Environmental Assessment.

39.17 The Owner shall convey to the Regional Municipality of York, at no cost to the Region, the following lands for the purpose of providing for the future transitway:

- a widening on the north side of Enterprise Boulevard between Warden Avenue and Birchmount Road as shown on Schedule A;
- a widening of the Enterprise Boulevard right-of-way between Street E and the GO rail line to the satisfaction of the Transportation and Works Department

39.18 Further to conditions 39.16 and 39.17 and subject to EA approval, Block RS3 (north side of Enterprise Boulevard at Warden Avenue) shows an irregular block approximately 17.5 metres by 13 metres which is satisfactory for the rapid transit right-of-way. An easement shall be granted in favour of York Region across this reserve and Blocks P5, P6, P7, OS3, P8 and RS4. This easement shall be of sufficient width and size to accommodate the rapid transit right-of-way and related facilities, as determined by York Region.

39.19 The Owner shall agree in the subdivision agreement that all site plans within 300 metres of Blocks RS3, RS4, P5, P6, P7 and P8 (the proposed rapid transit line) must be circulated and approved by the Regional Municipality of York.

39.20 The Owner shall acknowledge in the subdivision agreement that the future implementation of the transitway will include:

- stations located (i) between Warden Avenue and Street D on Enterprise Boulevard, (ii) at the intersection of the YDSS easement and Street G, (iii) east of the GO Transit ROW immediately south of Enterprise Boulevard, subject to modification as per the Highway 7 Corridor Transitway Environmental Assessment;
- a transitway easement in favour of the Region or its designate over a portion of the lands currently dedicated as parkland shown as Blocks P5, P6, P7, P8, including Blocks RS3 and RS4;

39.21 The Owner shall agree in the subdivision agreement to advise all potential purchasers of the current transit services and of the possible introduction of rapid transit service in this plan of subdivisions; this would include current and potential rapid transitway and station locations. This can be achieved through distribution of information/marketing materials at sales offices and appropriate notification clauses in purchase agreements.

- 39.22 The Owner shall acknowledge in the subdivision agreement that to achieve the densities contemplated in this plan of subdivision, that the Owner shall be prepared to negotiate with the Town and Region or its designate appropriate connections and contributions to the rapid transit facilities as determined through the site plan approval process for sites adjacent to the transitway.
- 39.23 The Highway 7 Transitway Environmental Assessment is evaluating an alignment alternative that includes an underpass crossing of the GO Rail Line between Enterprise Boulevard and the existing York/Durham Sanitary Sewer. The location and design of Enterprise Boulevard at the GO Rail line shall be coordinated with the recommendations of the Highway 7 Transitway Environmental Assessment and shall accommodate a potential combined Enterprise Boulevard / Hwy 7 Transitway crossing of the GO Rail Line. Enterprise Boulevard shall be shifted north, east of Street E, in order to accommodate the potential crossing accordingly to the satisfaction of the Regional Transportation and Works Department.
- 39.24 The Owner shall, to the satisfaction of Regional Transportation and Works Department protect for the alternative routes from Street F approximately to east of the GO Rail right-of-way being considered through the Highway 7 Transitway Environmental Assessment until such time as the final alignment has been determined.
- 39.25 The Owner acknowledges and agrees to enter into discussions and finalize with the Regional Municipality of York a schedule of contributions to the York Rapid Transit System's financial requirements.

#### Roads/Traffic

- 39.26 The Owner shall demonstrate, to the satisfaction of the Regional Transportation and Works Department, that adequate traffic capacity will be in place to accommodate each phase of development prior to registration of each phase of the plan of subdivision. The design and construction of any roadwork within Regional jurisdiction will require detailed engineering approval by the Regional Transportation and Works Department and must be completed prior to first occupancy within the phase of development in which the roadwork is determined to be required.
- 39.27 The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan in order to determine the timing of the additional accesses proposed to the regional roads. The construction of these additional accesses should correspond with the completion of units within the development so as to alleviate congestion at existing and/or future intersection in the area of the Markham Centre development.



- 39.28 The Owner shall agree in the subdivision agreement, in wording satisfactory to the Regional Transportation and Works Department, to implement the recommendations of the functional transportation report/plan as approved by the Regional Transportation and Works Department.
- 39.29 The Owner shall submit detailed engineering drawings, to the Regional Transportation and Works Department for review and approval that incorporate the recommendations of the functional transportation report/plan as approved by the Regional Transportation and Works Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, site grading and servicing, construction access and mud mat design, utility location plans, pavement markings, cross-sections at 20m intervals across the site where it abuts regional road and landscape plans.
- 39.30 The following lands shall be conveyed to the Regional Municipality of York for public highway purposes, free of all costs and encumbrances:
- a widening across the full frontage of the site where it abuts Warden Avenue of sufficient width to provide a minimum of 18 metres from the centreline of construction of Warden Avenue;
  - a 0.3 metre reserve across the full frontage of the site except at the approved access location, adjacent to the above noted widening; and
  - a 15 metre by 15 metre daylighting triangle at the northeast corner of the intersection of Warden Avenue and Enterprise Boulevard
- 39.31 The throat width of Enterprise Boulevard shall be designed and constructed to include appropriate left and right turn lanes, tapers, illumination, pavement markings, underground conduits etc. The lane configuration for the primary road shall extend 60.0 metres beyond the Regional right-of-way (typically) before tapering. No intersection or non-residential access shall be permitted on Enterprise Boulevard within 60.0 metres of the widened throat limit.
- 39.32 In order to determine the property dedications required to achieve the ultimate right-of-way width of Warden Avenue abutting the subject site, the applicant shall submit a recent plan of survey for the property that illustrates the existing centre line of Warden Avenue.
- 39.33 Direct vehicle access from Blocks OS1, P1 & BP1 to Warden Avenue will not be permitted. Access must be obtained through the internal road network.

39.34 Any existing driveway(s) along the Regional road frontage of this subdivision must be removed as part of the subdivision work, with restoration to original or better condition, at no cost to the Region.

39.35 The location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Regional Transportation and Works Department and illustrated on the Engineering Drawings.

### Noise & Vibration

39.36 The Owner shall engage the services of a consultant to prepare and submit for review and approval a noise and vibration study to the Regional Transportation and Works Department recommending mitigation features within the development area and the Owner shall agree to implement these features to the satisfaction of Regional Transportation and Works Department.

39.37 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 and/or vibration mitigation features within the development area and within the individual building units, noise and vibration levels may increase and occasionally interfere with some activities of the building's occupants."**

39.38 Where noise attenuation features will abut a Regional right-of-way, the Owner shall agree in the subdivision agreement, in wording satisfactory to the Regional Transportation and Works Department, as follows:

- that no part of any noise attenuation feature shall be constructed on or within the Regional right-of-way;
- that noise fences adjacent to Regional roads may be constructed on the private side of the 0.3 metre reserve and may be maximum 2.5 metres in height, subject to the area municipality's concurrence;
- that maintenance of the noise barriers and fences bordering on Regional right-of-ways shall not be the responsibility of the Regional Municipality of York; and
- that any landscaping provided on the Regional right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by the Regional Transportation and Works Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.

### Standard Conditions

- 39.39 Prior to Final Approval the Owner shall provide a signed copy of the subdivision agreement to the Regional Transportation and Works Department, outlining all requirements of the Regional Transportation and Works Department.
- 39.40 The Owner shall provide a solicitor's certificate of title to the Region's Corporate and Legal Services Department, to the satisfaction of the Regional Solicitor, at no cost to the Region, with respect to the conveyance of lands to The Regional Municipality of York.
- 39.41 The owner shall enter into an agreement with the Region of York, 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 DC-0005-2003-050.
- 39.42 The Region of York Planning and Development Services Department shall advise that Conditions 39.1 to 39.41 inclusive, have been satisfied.

### 40 Toronto and Region Conservation Authority (TRCA)

- 40.1 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, and how it will comply with the approved Master Environmental Servicing Plan (MESP). 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, facilities, or works which may require a permit pursuant to Ontario Regulation 166/06.

- v. development limit "constraint" mapping for areas adjacent to natural features, showing all of the following (both existing and proposed) that are applicable to the site: top of bank, stable slope line, floodlines, toe erosion allowance, significant vegetation, and required buffers, with the draft plan of subdivision on the same plan.
  - vi. for any areas that do not drain into stormwater management ponds, a detailed assessment that provides innovative stormwater management measures, to include best management practices that will accomplish Level 1 Water quality treatment, and meet all erosion control thresholds and requirements of the TRCA and Town of Markham.
  - vii. plans identifying how hydrogeological condition have been considered and addressed.
- b. Overall grading plans for the subject lands.
- c. Plans illustrating that the works, including all grading, site alterations, or materials associated with these activities, for which permits are not been attained from the TRCA, will not encroach or be placed within the Rouge River corridor.
- d. A comprehensive water balance strategy be submitted to the satisfaction of the TRCA and Town of Markham staff, which identifies how ground water infiltration will be maintained on the site, and provides detailed design of the system, and implementation and monitoring information.
- 40.2 That all proposed development and construction activities be undertaken in accordance with the findings and recommendations of the Downtown Markham (Markham Centre) MESP, and all related addendums and supporting documents.
- 40.3 That a comprehensive restoration and planting plan be submitted for all valleyland buffers and disturbed areas of the valley corridor to the satisfaction of the TRCA.
- 40.4 That the implementing zoning by-law recognize all valley land and buffer blocks in an open space or other suitable zoning category which has the affect of prohibiting structural encroachment and ensuring the long term preservation of the lands in perpetuity, to the satisfaction of the TRCA.
- 40.5 That all blocks including natural features (including but not necessarily limited to those associated with the Rouge River corridor and the realigned channel for Tributary 4) be dedicated gratuitously to the Town of Markham or the TRCA.

- 40.6 That permits be attained from the TRCA, in accordance with Ontario Regulation 166/06, for all outlet structures, watercourse alterations, stormwater management ponds, and grading with Regulated areas, as required by the TRCA.
- 40.7 That planting, restoration and enhancement plans be provided for all disturbed areas adjacent to or within natural areas or stream corridors, in accordance with TRCA's planting guidelines.
- 40.8 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 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 158 from the TRCA;
  - f. to erect a permanent fence to the satisfaction of the TRCA for lots and blocks abutting valley corridors.
  - g. To provide the requisite funding, or contribute to a cost-sharing fund to provide for the long-term monitoring and maintenance of the water balance and infiltration measures on this site, to the satisfaction of the TRCA and Town of Markham.
  - h. To implement all water balance/infiltration measures identified in the water balance study that is to be completed for the subject property.
  - i. To provide for planting, restoration and enhancement of all disturbed areas adjacent to or within natural areas, and valley buffer lands 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.

- 40.9 That the draft plan be red-lined revised in order to meet the requirements of the TRCA's conditions, if necessary.
- 40.10 That plans and details which met with the satisfaction of TRCA staff be provided identifying all proposed valley crossings that are not subject to an environmental assessment. All such crossings shall require a permit from the TRCA under Ontario Regulation 166/06.
- 40.11 That a geotechnical assessment and toe erosion analysis be completed for all lands adjacent to the Rouge River corridor, on which instability may be present.

41 York Region District School Board

Prior to release for registration of the applicable phase of the draft plan of subdivision, all conditions and requirements of the York Region District Public School Board shall be satisfied.

42 York Catholic District School Board

The Owner agrees to reconfigure the school Block site I3 to ensure compliance with a 'facility fit' plan which had been previously accepted by the York Catholic District School Board. Prior to release for registration of the applicable phase of the draft plan of subdivision, all conditions and requirements of the York Catholic District Public School Board shall be satisfied.

43 School Sites

- 43.1 The Owner shall covenant and agree in the subdivision agreement that the Town shall have first right of refusal to acquire all or part of the school sites within the draft plan of subdivision not required by either School Board and that such other government agencies or community groups that Council may identify shall have the second right of refusal.
- 43.2 Prior to final approval of the draft plan, the Owner shall prepare and submit Conceptual Facility Fit Plans for school Blocks I2 and I3 to the satisfaction of the Town and the School Boards. The Owner further agrees to develop alternate, overlay plans for the school sites in event they are released by the school boards.
- 43.3 The Owner shall covenant and agree in the subdivision agreement to advance the installation of infrastructure, including roads, within the plan area, to accommodate the development of the school sites (Blocks I2 and I3) in advance of their timing as identified in the Development Phasing Plan, if so requested by either of the school boards.

#### 44 Issuance of Draft Plan Approval

44.1 The Owner acknowledges and agrees that final approval of the draft plan of subdivision may be issued in phases provided that:

- a) phasing is proposed in an orderly progression generally consistent with the phases identified in the approved Master Development Phasing Plan; and,
- b) all concerned government agencies agree to registration by phases and provide the clearances as required in Condition 47 External Clearances for each phase.

44.2 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 permitted and as otherwise implemented by the Town.

#### 45 Construction Access

The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to Enterprise Boulevard.

#### 46 Environmental Site Assessment

- a) Phase II Environmental Site Assessment is required, for locations identified in the Phase I Environmental Site Assessment to determine the extent of the contaminations.
- b) Environmental clearance will be required from the Town prior to development or commencement of any site works.

#### 47 External Clearances

Prior to release for registration of any phase of the draft plan of subdivision clearance letters, containing a brief statement detailing how each condition has been met, will be required from authorized agencies as follows:

- a) The Manager of Heritage Planning shall advise that Conditions 20.1 to 20.8, inclusive, have been satisfied.
- b) The utility infrastructure providers shall advise that conditions 31.1 to 31.7, inclusive have been satisfied.
- c) PowerStream and Markham District Energy shall advise that conditions 2.11, 32.1 and 32.2 have been satisfied.
- d) The telecommunications infrastructure providers shall advise that conditions 33.1, 33.2 and 33.3 have been satisfied.
- e) Canada Post Corporation shall advise that conditions 34.1 to 34.5, inclusive have been satisfied;
- f) Go-Transit shall advise that conditions 35.1 to 35.5 have been satisfied.
- g) The Ministry of Transportation and 407/ETR shall advise that conditions 36.1 to 36.8, inclusive have been satisfied
- h) Fisheries and Oceans Canada shall advise that condition 37 has been satisfied.
- i) Transport Canada shall advise that condition 38 has been satisfied.
- j) The Regional Municipality of York Planning Department shall advise that conditions 1.7, 2.1, 2.14, 16.1 and 39.1 to 39.41, inclusive, have been satisfied.
- k) The Toronto and Region Conservation Authority shall advise that conditions 40.1 to 40.11 inclusive, have been satisfied.
- l) The York Region District School Board shall advise that conditions 41 and 43.2 have been satisfied.
- m) The York Catholic District School Board shall advise that conditions 42 and 43.2 have been satisfied.