

**Local Planning Appeal Tribunal**  
Tribunal d'appel de l'aménagement  
local



**ISSUE DATE:** June 25, 2018

**CASE NO.:** PL170690

The Ontario Municipal Board (the “OMB”) is continued under the name Local Planning Appeal Tribunal (the “Tribunal”), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

**PROCEEDING COMMENCED UNDER** subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant: 4031 16<sup>th</sup> Avenue (Unionville) Inc.  
Subject: Request to amend the Official Plan - Failure of the City of Markham to adopt the requested amendment  
Existing Designation: “Hazard Lands” in accordance with the 1987 Official Plan as well as “Greenway” (western portion) and “Low Rise Residential” (eastern portion) in accordance with the 2014 Official Plan  
Proposed Designation: To amend the designation in the 1987 Official Plan to “Hazard Lands” (western portion) and “Urban Residential” (eastern portion), with a site-specific policy to permit the development of single detached residential dwellings on a private laneway, and to make refinements in the 2014 Official Plan to specifically refine the boundary of the existing land use designations, as well as to include a site-specific policy to permit the development of single detached residential dwellings on a private lane  
Purpose: To permit the development of 7 single detached residential dwellings (which includes a heritage house that is to be maintained in its current location) to be accessed by a private laneway  
Property Address/Description: 4031 16<sup>th</sup> Avenue/ Part of Lot 15, Concession 5  
Municipality: City of Markham  
Approval Authority File No.: OP 16 133028  
OMB Case No.: PL170690  
OMB File No.: PL170690  
OMB Case Name: 4031 16<sup>th</sup> Avenue (Unionville) Inc. v. Markham (City)

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant:	4031 16 <sup>th</sup> Avenue (Unionville) Inc.
Subject:	Application to amend Zoning By-law No. 134-79, as amended by Zoning By-law No. 115-87 – Neglect of application by the City of Markham
Existing Zoning:	“O1-Open Space” (western portion) and “RD-Residential Development” (eastern portion)
Proposed Zoning:	To remove the subject lands from Zoning By-law No. 134-79, as amended by Zoning By-law No. 115-87, and include the subject lands in Zoning By-law No. 177-96 and rezone the lands to “OS1-Open Space One” (western portion) and “R2-Residential Two” (eastern portion), with site-specific exceptions as appropriate
Purpose:	To permit the development of 7 single detached residential dwellings (which includes a heritage house that is to be maintained in its current location) to be accessed by a private laneway
Property Address/Description:	4031 16 <sup>th</sup> Avenue/ Part of Lot 15, Concession 5
Municipality:	City of Markham
Municipal File No.:	ZA 16 133028
OMB Case No.:	PL160690
OMB File No.:	PL160691

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant and Appellant:	4031 16 <sup>th</sup> Avenue (Unionville) Inc.
Subject:	Proposed Plan of Subdivision - Failure of the City of Markham to make a decision
Purpose:	To permit the development of 7 single detached residential dwellings (which includes a heritage house that is to be maintained in its current location) to be accessed by a private laneway
Property Address/Description:	4031 16 <sup>th</sup> Avenue/ Part of Lot 15, Concession 5
Municipality:	City of Markham
Municipal File No.:	SU 16 133028
OMB Case No.:	PL170690
OMB File No.:	PL170692

BEFORE:

BLAIR S. TAYLOR	)	Monday, the 25 <sup>th</sup>
MEMBER	)	
	)	day of June, 2018

**THIS MATTER** having come on for a public hearing and the Tribunal in its Decision issued on April 19, 2018 having withheld its Final Order to await receipt of the final version of the zoning by-law amendment, the final version of the draft plan of subdivision and the final version of the conditions of draft plan approval;

**THE TRIBUNAL ORDERS** that the appeal with respect to the Zoning By-law Amendment is allowed in part, and By-law 134-79, as amended, as well as By-law 177-96, are hereby amended in the manner set out in Attachment "1" to this Order. The Tribunal authorizes the municipal clerk to assign a number to this by-law for record keeping purposes;

**AND THE TRIBUNAL ORDERS** that the appeal with respect to the Draft Plan of Subdivision is allowed and the draft plan shown in Attachment "2" to this Order is approved subject to the fulfillment of the conditions set out in Attachment "3" to this Order;

**AND THE TRIBUNAL FURTHER ORDERS** that pursuant to subsection 51(56.1) of the *Planning Act*, the City of Markham shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of subsection 51(58) of the *Planning Act*. In the event that there are any difficulties implementing any of the conditions of draft plan approval, or if any changes are required to be made to the draft plan, the Tribunal may be spoken to.

A handwritten signature in black ink, reading "Olga Hunwicks". The signature is written in a cursive, flowing style.

REGISTRAR

If there is an attachment referred to in this document,  
please visit [www.elto.gov.on.ca](http://www.elto.gov.on.ca) to view the attachment in PDF format.

**Local Planning Appeal Tribunal**

A constituent tribunal of Environment and Land Tribunals Ontario  
Website: [www.elto.gov.on.ca](http://www.elto.gov.on.ca) Telephone: 416-212-6349 Toll Free: 1-866-448-2248



## By-law 2018-XXX

**A By-law to amend By-law 134-79, as amended**  
*(to delete lands from the designated area of By-law 134-79)*  
**and to amend By-law 177-96, as amended**  
*(to incorporate lands into the designated area of By-law 177-96, as amended)*

The Council of the Corporation of the City of Markham hereby enacts as follows:

1. That By-law 134-79 as amended, is hereby further amended by deleting the lands shown on Schedule 'A' attached hereto, from the designated area of By-law 134-79, as amended.
2. That By-law 177-96, as amended, is hereby further amended as follows:
  - 2.1 By expanding the designated area of By-law 177-96, as amended, to include the lands shown on Schedule 'A' attached hereto.
  - 2.2 By rezoning the lands outlined on Schedule 'A' attached hereto

**Residential Two \*598 (R2\*598) Zone**  
**Open Space One (OS1) Zone**

3. By adding the following subsections to Section 7 – EXCEPTIONS:

Exception 7.598	4031 16 <sup>th</sup> Avenue (Unionville) Inc. 4031 16 <sup>th</sup> Avenue	Parent Zone R2
File ZA 16 133028		Amending By-law 2018-__
Notwithstanding any other provisions of By-law, 177-96 the following provisions shall apply to the lands shown on Schedule "A" attached to By-law 2018-__ and denoted by the symbol *XXX.		
<b>7.598.1 Only Permitted Uses</b>		
The following are the only permitted uses:		
a)	<i>Single Detached Dwellings</i>	
b)	<i>Home Occupations</i>	
c)	<i>Home Child Care</i>	
<b>7.598.2 Special Zone Standards</b>		
The following special zone standards shall apply:		
a)	Lots are permitted to front onto a <i>private street</i>	
b)	For the purposes of this By-law, the provisions of Table B2 shall not apply	
c)	Minimum <i>interior side yard setback</i> : i) Easterly side <i>yard</i> for Block 7 – 3 metres ii) Easterly side <i>yard</i> for Block 1 – 3.5 metres iii) All other side <i>yards</i> – 1.2 metres	
d)	Minimum <i>rear yard</i> : i) Northerly <i>yard</i> for Block 7 – 7 metres ii) Southerly <i>yard</i> for Blocks 1, 2, and 3 – 7 metres iii) All other <i>yards</i> – 4 metres	
e)	Minimum <i>front yard</i> : i) To a <i>private garage</i> – 5.8 metres ii) To the <i>main wall</i> – 4.5 metres	
f)	Minimum outdoor amenity area – 40m <sup>2</sup> with a minimum dimension of 7 metres on one side	
g)	Maximum number of <i>dwelling units</i> – 7	
h)	Maximum <i>garage width</i> – 9.0 metres, measured along the inner face of the garage wall closest to the front lot line.	
i)	Maximum <i>height</i> – 11 metres	

j)	Minimum <i>lot frontage</i> – 15 metres
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Read and first, second and third time and passed on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kimberley Kitteringham  
City Clerk

\_\_\_\_\_  
Frank Scarpitti  
Mayor

Amanda File No. ZA 16 133028



## **EXPLANATORY NOTE**

### **BY-LAW 2018-\_\_\_\_**

**A By-law to amend By-laws 134-79 and 177-96, as amended**

**4031 16<sup>th</sup> Avenue (Unionville) Inc.**

**4031 16<sup>th</sup> Avenue**

**ZA 16 133028**

### **Lands Affected**

The subject lands have an area of approximately 2.0 ha (4.9 acres) and are located on the south side of 16<sup>th</sup> Avenue, east of Warden Avenue. The west portion of the property is valleyland associated with Berczy Creek. The east portion is outside the valley. A designated heritage house known as the James Maclean House is located on the east portion.

### **Existing Zoning**

The west portion of the subject lands is zoned O1 (Open Space) by By-law 134-79, as amended. The remainder is zoned RD (Residential Development), also by By-law 134-79, as amended.

### **Purpose and Effect**

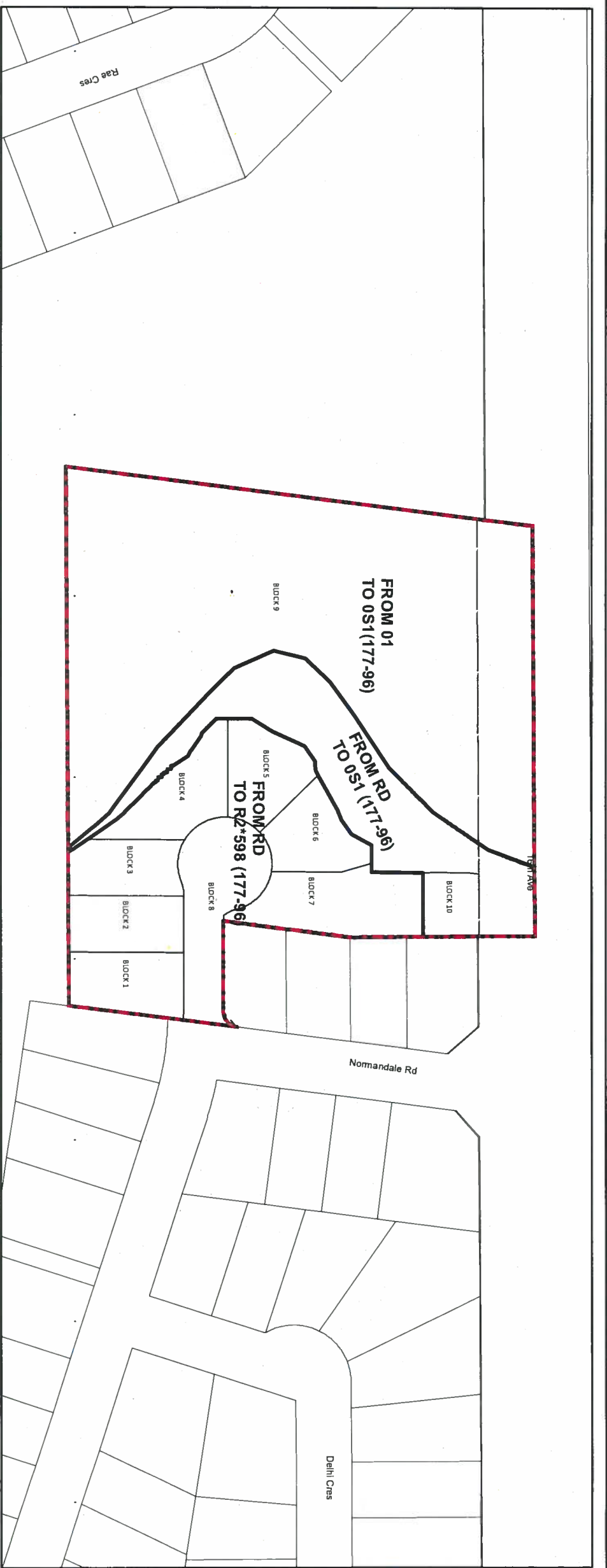
The purpose and effect of this By-law is to delete the subject lands from the designated area of By-law 134-79, incorporate them into the designated area of By-law 177-96, and zone them as follows:

- West portion, corresponding with the Berczy Creek valleyland and associated environmental buffer areas and an adjoining park block – OS1 (Open Space).
- Remainder, R2 (Residential Two), with site specific development standards.

The effect of this by-law is to permit a proposed development accommodating seven single detached dwelling units.

### **Note Regarding Further Planning Applications on this Property**


The *Planning Act* provides that no person shall apply for a minor variance from the provisions of this by-law before the second anniversary of the day on which the by-law was amended, unless the Council has declared by resolution that such an application is permitted.





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# BY-LAW SCHEDULE "A" TO BY-LAW

## AMENDING BY-LAWS 134-79 AND 177-96 DATED

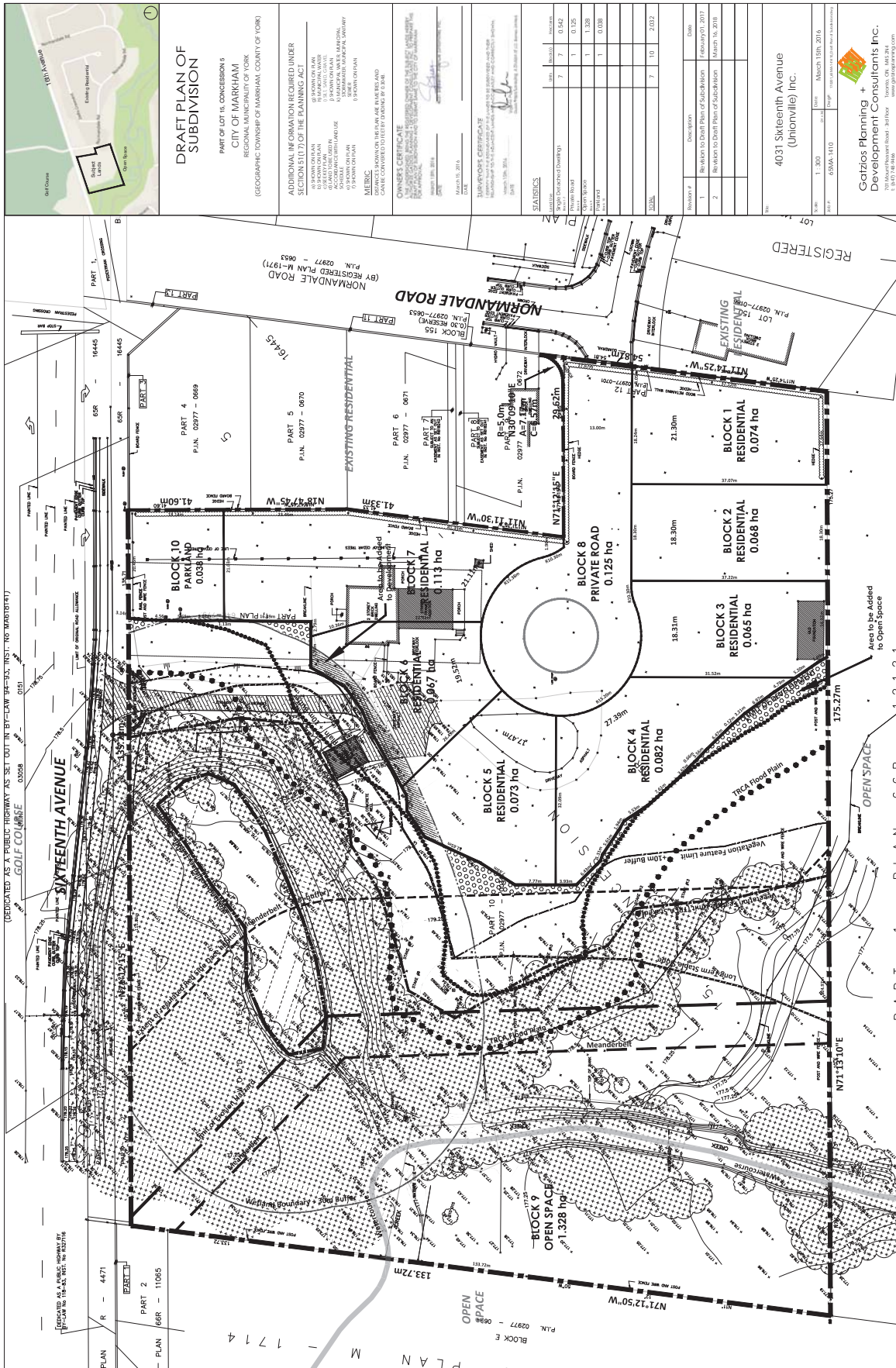
 BOUNDARY OF AREA COVERED BY THIS BY-LAW SCHEDULE  BOUNDARY OF ZONE DESIGNATION(S)

 R2 RESIDENTIAL TWO  \*(No) EXCEPTION NUMBER

 OS1 OPEN SPACE

THIS IS NOT A PLAN OF SURVEY. Zoning information presented in this Schedule is a representation sourced from Geographic Information Systems. In the event of a discrepancy between the zoning information contained on this Schedule and the text of zoning by-law, the information contained in the text of the zoning by-law of the municipality shall be deemed accurate.





## Attachment "3"

### DRAFT PLAN CONDITIONS

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM  
TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF  
PLAN OF SUBDIVISION 19TM - 16004  
4031 16<sup>TH</sup> AVENUE (UNIONVILLE) INC.  
ARE AS FOLLOWS:**

1. General

- 1.1 Approval shall relate to a draft plan of Subdivision prepared by Gatzios Planning and Development Consultants Inc. with a Surveyor's Certificate from Guido Papa Surveying, dated March 15, 2016, last revision date March 16, 2018, and identified as Project No. 65MA-1410.
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on XXXX, 2021 unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a subdivision agreement with the City agreeing to satisfy all conditions of the City and Agencies, financial and otherwise, prior to final approval.
- 1.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, an amendment to the city's zoning by-laws to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Municipal Class Environment Assessment, Internal Functional Traffic Design Study, Stormwater Management Study (Environmental Master Drainage Plan), Noise Impact Study, Functional Servicing Report, confirmation of alignment of roads with the locations shown in the draft approved plans, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.
- 1.6 The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any other agreement deemed necessary to permit construction of services, roads, traffic signals, stormwater management facilities or any other services/ facilities that are required external to the plan of subdivision (or site plan) and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.

- 1.7 Prior to final approval of the draft plan, the Owner acknowledges and agrees to obtain required approvals from York Region, the Toronto and Region Conservation Authority (TRCA) and any other applicable public agencies to the satisfaction of the Director of Planning and Urban Design and the Director of Engineering.
- 1.8 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the City's Standards prior to proceeding with any on-site works and more particularly topsoil stripping.

## 2. Roads

- 2.1 The future private road within the draft plan (Block 8) shall be named to the satisfaction of the City and the Region of York.
- 2.2 The Owner shall covenant and agree in the subdivision agreement to apply for a Road Occupancy Permit or Permit to Enter, if any works or access to works is proposed on City owned lands.
- 2.3 The Owner covenants and agrees that construction access will be restricted to Normandale Road unless York Region approves construction access from 16<sup>th</sup> Avenue.

## 3. Tree Inventory and Tree Preservation Plans

- 3.1 The Owner shall submit for approval a tree inventory and tree preservation plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.
- 3.2 The Owner shall submit a site grading plan showing trees to be preserved based on the approved Tree Preservation Plan prior to the issuance of a Top Soil Stripping Permit to the satisfaction of the Director of Planning and Urban Design.
- 3.3 The Owner shall obtain written approval from the Director of Planning and Urban Design prior to the removal of any trees or destruction or injury to any part of a tree within the area of the draft plan.
- 3.4 The Owner shall submit for approval, as part of the tree inventory and tree preservation plan, in accordance with the City of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
  - a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
  - b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)

- c) Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites
- d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

4. Community Design

- 4.1 The Owner shall retain a design consultant to prepare Architectural Control Guidelines to be submitted to the Director of Planning and Urban Design for approval prior to execution of the subdivision agreement.
- 4.2 The Architectural Control Guidelines shall include provisions requiring buildings to comply with the City's Bird Friendly Guidelines.
- 4.3 The Owner shall retain a design consultant to implement the Architectural Control Guidelines.
- 4.4 Plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines.
- 4.5 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.

5. Parks and Open Space

- 5.1 The Owner and City covenants and agrees that parkland dedication is required at a rate as specified in Parkland Dedication By-law 195-90, as amended.
- 5.2 The Owner covenants and agrees to convey open space Blocks 9 and parkland Block 10 to the City, free of all costs and encumbrances, to the satisfaction of the Director of Planning and Urban Design, upon registration of the plan of subdivision. The Owner acknowledges and agrees that conveyance of Block 10 satisfies the parkland dedication requirement for this development and that the City will not financially compensate the Owner for any area of Block 10 in excess of the required area of parkland dedication. Any under dedication will be reconciled through cash-in-lieu or an increase in the area of Block 10.
- 5.3 The Owner covenants and agrees to submit a management plan for Block 10 (parkland) to ensure that the park is maintained as a naturalized area through methodologies including, but not limited to, hazard pruning, debris removal and weed control, to be submitted to the Director of Planning and Urban Design for approval prior to execution of the subdivision agreement.

- 5.4 The Owner covenants and agrees to submit a Landscape Concept Plan for Park Block 10 to address matters relating to the interface with the Heritage House, including but not limited to fencing, access, grading, tree preservation and planting, to the satisfaction of the Director of Planning and Urban Design.
- 5.5 The Owner covenants and agrees to submit landscape plans for the construction of a multi-use trail along the west property boundary within the 10m buffer, providing linkage from the south to 16<sup>th</sup> avenue in accordance with City of Markham standards to the satisfaction of the Director of Planning and Urban Design.
- 5.6 The Owner shall provide a minimum 200mm depth of topsoil in the entire boulevard of the private laneway to appropriately plant boulevard trees to the satisfaction of the Director of Planning and Urban Design.

## 6.0 Landscape Works

- 6.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans to the satisfaction of the Director of Planning and Urban Design, as follows:
  - a) Street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009
  - b) On-lot compensation tree planting, if required, to meet total amount of tree compensation in accordance with clause 3.4
  - c) 1.2m high black vinyl chain link fence along the property line of Residential Blocks 1-7 where adjacent to Open Space Block 9
  - d) Landscaping in the centre island and enhanced landscaped buffers.
  - e) Noise attenuation in accordance with the approved noise study.
- 6.2 The Owner shall construct all landscape works required by Section 6.1 in accordance with the approved plans at no cost to the City.
- 6.3 All landscaping within Block 8 shall be maintained by the condominium corporation.
- 6.4 The Owner covenants and agrees that the street tree landscape plans for all regional roads will be provided to the Region of York, Regional Transportation and Works Department and that a copy of the submission letter, letter of approval for the landscape works and a copy of the agreement with the Region, if required by the Region for the landscape works will be provided to the City prior to the execution of the subdivision agreement.
- 6.5 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 6.1.

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

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

- STREET TREES (TREES PLANTED IN THE CITY OF MARKHAM OR YORK REGION BOULEVARD OR IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS TO MEET 6.1a)
- REAR LOT LINE FENCING ADJACENT TO THE VALLEY (IF SPECIFICALLY REQUIRED BY THE CITY)
- TREE PLANTING IN YARDS
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF PARK AND OPEN SPACE BLOCKS
- BUFFER PLANTING FOR OPEN SPACE BLOCKS
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY.

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

6.7 The Owner shall post approved copies of any Open Space Plans, Conceptual Park Development Master Plans and Conceptual Facility Fit Plans and private amenity park space in all sales offices for dwelling units within the draft plan of subdivision.

## 7.0 Financial

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

## 8. Noise Impact Study

8.1 Prior to final approval of the draft plan, the Owner shall submit a Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic and by any other identified noise sources, to the satisfaction of the City, in consultation with the Region of York. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the Noise Impact Study.

8.2 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 City (Director of Engineering), in consultation with the Region of York.

9. Stormwater Management

9.1 Prior to final approval of the draft plan, the Owner shall submit a stormwater management study, prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for the draft plan for approval by the City and the TRCA. The Owner acknowledges and agrees that they will be required to construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater and overland flow purposes and to revise the draft plan accordingly, as may ultimately be required.

10. Municipal Services

10.1 Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the City (Commissioner of Development Services), a Functional Servicing Report to determine the infrastructure required for all municipal services internal to the subdivision and potential upgrades to municipal infrastructure downstream of the subdivision resulting from this development. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement. The Owner shall covenant and agree in the subdivision agreement to pay for all external municipal infrastructure upgrades.

10.2 The Owner shall covenant and agree in the subdivision agreement that they shall be required to construct, or pay for the construction of roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with the applicable Council policy and City's Design criteria and Standards), underground and above ground services, street lights, street signs, utilities, stormwater management facilities, etc., to the satisfaction of the City, Director of Engineering).

10.3 Prior to final approval of the draft plan, detailed engineering drawings shall be provided by the Owner in accordance with the City's Design Criteria 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, streetlighting design drawings, stormwater management detail plans, etc. to the satisfaction of the City (Director of Engineering).

10.4 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been

advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available.

- 10.5 The Owner covenants and agrees that Normandale Subdivision drains to the downstream Carlton Road sanitary pumping station which has capacity constraints and cannot accommodate additional proposed units. The Owner agrees in the subdivision agreement to contribute for the potential pumping station capacity upgrade, to the satisfaction of the Director of Engineering, their proportionate share of additional sanitary flow.

## 11. Easements

- 11.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. Any off-site easements and works necessary to connect watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the City.

## 12. Utilities

- 12.1 The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, gas and television cable services and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City (Director of Engineering) and authorized agencies.
- 12.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Alectra ( formerly PowerStream), Enbridge, telecommunications companies, etc.
- 12.3 The Owner shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City of Markham in consultation with Canada Post and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.
- 12.4 The Owner shall covenant and agree in the subdivision agreement to include in all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 12.5 The Owner shall covenant and agree in the subdivision agreement to provide a suitable temporary Community Mailbox location(s) which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at



the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.

12.6 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 City in consultation with Canada Post.

12.7 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

13. Transportation Demand Management (TDM)

13.1 Under the current York Region Development Charge (DC) rate, a part of the fee already includes the transit incentive program and transportation information packages for all residents upon occupancy. The Applicant shall work with York Region and York Region Transit to promote and delivery these TDM programs to the residents. The Applicant shall reserve a venue (i.e. community centre) to coordinate and host at least one (1) information session with York Region. In the case where more than one information session or outreach activity is required, the Applicant shall fully support and cooperate with York Region's request.

13.2 The Applicant shall provide the City a complete list of all TDM measures to be implemented for the proposed development. The list will become conditions in the subdivision agreement, along with a TDM-Letter of Credit (LC) contribution. An appropriate TDM-LC amount should reflect the costs required to develop and implement all the proposed measures in the TDM plan which shall include:

- One information session with YR/YRT Staff to residents (\$500)

14. Development Charges

14.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.

14.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.

15. Environmental Clearance

- 15.1 The Owner covenants and agrees to retain a “Qualified Person” as defined by the *Environmental Protection Act* and its regulations to carry out all necessary environmental testing, evaluation and remediation and pay to the City for the third party peer review. The Owner acknowledges that it has retained a “Qualified Person” for the execution of the Owner’s obligation hereunder. The Owner agrees that it shall not substitute the “Qualified Person” without the prior written consent of the Director of Engineering.
- 15.2 The Owner covenants and agrees that, prior to execution of this Agreement, an environmental clearance shall be provided to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the Director of Engineering. The City shall be satisfied that the lands are environmentally suitable for their proposed use and be certified as such by the “Qualified Person” as defined in Ontario Regulation 153/04, all of which shall be in accordance with the *Environmental Protection Act* and its regulations. The “Qualified Person” shall file a Record of Site Condition on the Provincial Environmental Site Registry for all lands to be conveyed.
- 15.3 The Owner covenants and agrees that if, during construction of the Works, contaminated soils or materials are discovered, the Owner shall inform the Director of Engineering immediately, and undertake at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the *Environmental Protection Act* and its regulations, to the satisfaction of the Director of Engineering and the Ministry of the Environment. After remediation, the “Qualified Person” shall file an updated Record of Site Condition on the Provincial Environmental Site Registry, in accordance with Ontario Regulation 153/04, for all lands to be conveyed to the City.
- 15.4 The Owner covenants and agrees to assume full responsibility for the environmental condition of the Lands and agrees to indemnify and save harmless the City, its directors, officers, Mayor, Councillors, employees and agents from any and all actions, causes of action, suits, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and Assumption by the City of the Works, the construction and use of the Works or anything done or neglected to be done in connection with the use or any environmental condition on or under the Lands, including any work undertaken by or on behalf of the City in respect of the Lands and the execution of this Agreement.

16. Heritage

- 16.1 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 archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City (Director of Planning and Urban Design) 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 City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 16.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the archaeological assessment, to the satisfaction of the City and the Ministry of Culture.
- 16.3 The Owner covenants and agrees to retain the Heritage Building (James McLean House), known municipally as 4031 16<sup>th</sup> Avenue and to relocate the Heritage Building to Block 7.
- 16.4 The Owner covenants and agrees to protect and conserve the Heritage Building through the following means:
- a) Subject to Condition 16.4c, to keep the Heritage Building occupied for as long as possible prior to commencement of site/construction work to prevent vandalism and deterioration;
  - b) To maintain the Heritage Building in good and sound conditions at all times prior to and during the development of the property;
  - c) Once the Heritage Building is unoccupied, to undertake the following to prevent vandalism and deterioration:
    - secure and protect the Heritage Building from damage through the requirements outlined in the City of Markham's Property Standards By-law (Part III – Heritage Buildings), and the Keep Markham Beautiful (Maintenance) By-law including Section 8 – Vacant Heritage Property;
    - erect a "No-trespassing" sign in a visible location on the property indicating that the Heritage Building is to be preserved onsite and should not be vandalized and/or scavenged; and
    - install a 8 foot 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 City (Heritage Section) staff.

- 16.5 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:
- a) The Owner is to provide at its expense a legal survey of the Heritage Building to facilitate the registration of the amended designation by-law and Heritage Easement Agreement on the created/proposed lot;
  - b) The Owner is to enter into a Heritage Easement Agreement for the Heritage Building with the City;
  - c) The Owner is to permit the amendment of the existing designation by-law currently protecting the property under Part IV of the Ontario Heritage Act. The amended by-law shall reflect the current manner in which these by-laws are written (statement of cultural heritage value and a description of heritage attributes to be protected - interior and exterior) plus any necessary revisions to the legal description;
  - d) The Owner is to provide a Letter of Credit for the Heritage Building to ensure the preservation of the existing building during and after relocation within its lot (total \$250,000). The letter of credit shall be retained for use by the City 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 City(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 City 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.
- 16.6 The owner shall covenant and agree in the subdivision agreement to preserve the Heritage Building through the following means:
- a) to provide and implement a traditional restoration plan for the Heritage Building, prepared by a qualified architect with demonstrated experience in heritage restoration projects, that would be reviewed and approved by the City (Heritage Section). The restoration plan is to be included in a site plan agreement for the property and secured through a \$250,000 Letter of Credit (as noted in clause 16.5 d);
  - 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 height of the first floor of the Heritage Building above grade after relocation onto its new foundation is generally reflective of the first floor height prior to relocation;
- d) to ensure that the final proposed grading on the lots adjacent to the Heritage Building is consistent with the existing historic grading of the Heritage Building lot;
- e) to ensure that the historic front of the Heritage Building (north elevation) retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing;

16.7 The Owner shall covenant and agree in the subdivision agreement to prepare and implement a marketing plan which details the ways and means the Heritage Building will be marketed to prospective purchasers;

16.8 The Owner shall covenant and agree in the subdivision agreement to provide notice and commemoration of the Heritage Building through the following means:

- a) to provide and install at its cost, an interpretative baked enamel plaque for the Heritage Building, 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/property. Details of the design and location of the plaque are to be submitted for review and approval of the City (Heritage Section);
- b) to include the following notice in each Offer of Purchase and Sale for the Heritage Building:

“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 City of Markham. Any proposed additions or alterations to the exterior of the existing dwelling and certain interior features as detailed in the designation by-law shall be subject to review and approval of plans by the City.”

16.9 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 16.1 to 16.8, inclusive, have been satisfied.

17. Well Monitoring Program and Mitigation Plan

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

18. Other City Requirements

- 18.1 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.
- 18.2 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available. The Owner shall further covenant and agree that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or his designate.
- 18.3 The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval of the Fire Chief or his designate.
- 18.4 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- the City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
  - the City's zoning by-law restricts the width of the driveway, this width does not allow two cars to park side by side; and,
  - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City
- 18.6 The Owner covenants and agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per residence so that each purchaser may participate in the City's waste diversion program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials are deposited in each home on or before the date of closing.
- 18.7 The Owner covenants and agrees to contact the City at least four (4) weeks prior to unit occupancy to arrange an appointment time in which the recycling containers, green bins, kitchen collectors and educational materials are to be collected by the Owner.
- 18.8 The Owner covenants and agrees to pay to the City the cost for recycling containers, green bins and kitchen collectors and to provide said recycling containers, green bins and kitchen collectors to purchasers at the same cost as paid to the City.

18.9 The Owner covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the City's engineering design standards. The Owner agrees that at times when the above defined access cannot be provided, the Owner shall be responsible for moving all residential waste, recyclables and organics from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the City.

19. York Region

19.1 The following conditions shall be included in the Subdivision Agreement:

1. The Owner shall save harmless the City of Markham and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
2. The Owner shall agree in wording satisfactory to Development Engineering, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
3. The Owner shall agree in wording satisfactory to Development Engineering, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
4. The following warning clause shall be included with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".
5. Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
  - a) that no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;

- b) that noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
  - c) that maintenance of the noise barriers and fences bordering on York Region right-of-ways shall not be the responsibility of York Region
6. The Owner shall agree in wording satisfactory to Development Engineering, to be responsible to decommission any existing wells on the owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
  7. The Owner shall agree in wording satisfactory to Development Engineering, that prior to the development approval of Block 7, access to Sixteenth Avenue shall be via the internal road network and direct access to Sixteenth Avenue will not be permitted.
  8. The Owner shall agree in wording satisfactory to Development Engineering that the Owner will be responsible for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

19.2 The following conditions shall be Satisfied Prior to Final Approval

1. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
2. York Region shall confirm that adequate water supply and sewage capacity are available and have been allocated by the City of Markham for the development proposed within this draft plan of subdivision or any phase thereof. Registration of the plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.
3. The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services Division and the Infrastructure Asset Management branch for record.
4. Concurrent with the submission of the subdivision servicing application (MOE) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region



road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:

- a) Plan and Profile for the York Region road and intersections;
  - b) Grading and Servicing;
  - c) Construction Access Design;
  - d) Utility and underground services Location Plans;
  - e) Traffic Control/Management Plans;
  - f) Erosion and Siltation Control Plans;
  - g) Landscaping Plans, including tree preservation, relocation and removals.
5. The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
6. The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
7. The Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region Line roadway, unless otherwise specified by Development Engineering.
8. The Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
- a) All existing woody vegetation within the York Region road right of way,
  - b) Tree protection measures to be implemented on and off the York Region road right of way to protect right of way vegetation to be preserved,
  - c) Any woody vegetation within the York Region road right of way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road right(s) of way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal'
  - d) A planting plan for all new and relocated vegetation to be planted within the York Region road right of way, based on the following general guideline:
  - e) Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed in the York

Region right-of-way by the Owner or the area municipality for aesthetic purposes they must be approved by Development Engineering and shall be maintained by the area municipality with the exception of the usual grass maintenance,

- f) For landscape features not maintained to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.
9. The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
  10. The Owner shall agree that the following lands will be conveyed to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:
    - a) a widening across the full frontage of the site where it abuts Sixteenth Avenue of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of Sixteenth Avenue; and
    - b) a 0.3 metre reserve across the full frontage of the site, adjacent to the above noted widening, where it abuts Sixteenth Avenue.
  11. The Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
  12. The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the Environmental Protection Act and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or

documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.

The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.

13. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right of Way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
14. The Owner shall provide a copy of the Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
15. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.
16. The Regional Community Planning and Development Services shall advise that their conditions have been satisfied.

- 20.1 That *prior to* any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
- a) a complete planting and restoration plan to be undertaken for all buffer lands, to be comprised of a robust landscape enhancement plan consisting of native, self-sustaining vegetation. The restoration plan is to include details for soil remediation to support native vegetation growth, woody vegetation, herbaceous species to be planted and native seed, and shall include species, size, number and spacing requirements, to the satisfaction of the TRCA.
  - b) a detailed engineering report and plans including by not limited to the Stormwater Management Report and Functional Servicing Report that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan and TRCA requirements shall be produced to the satisfaction of the TRCA. This report shall include:
    - i. appropriate Stormwater Management Practices (LID's) to be used to treat stormwater, to mitigate the impacts of development on the quality of ground and surface water resources. The existing drainage patterns to the NHS should be maintained to the greatest extent possible, to the satisfaction of the TRCA.
    - ii. proposed methods for controlling or minimizing erosion and siltation on-site in accordance with current Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and an ESC report must address phasing and staging, demonstrate how impacts to the NHS will be minimized and contingency measures.
    - iii. grading and site alterations, development and infrastructure which are required to service or facilitate the development of the subject lands, be confirmed to the satisfaction of the TRCA. For areas which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, all supporting technical studies and analysis, be provided.
    - iv. the integration of LID measures and the employment of source and conveyance controls to the extent possible. The size and location of all LID measures associated with this development shall be confirmed to the satisfaction of the TRCA. The measures will be mapped with consideration for minimizing the extent of the existing vegetation to be disturbed, grade differentials and extent and depth of grading required for construction;
    - v. detailed design of all proposed infiltration and low-impact development measures that are to be employed, demonstrating that TRCA's requirements, which include but are not limited to quality and quantity

requirements. Should the LIDs be constructed in the first phase of development, the report should also identify how the LIDs will be maintained during and after construction to ensure they function in accordance with the intended design parameters;

- vi. that all drawings in the Functional Servicing and Stormwater Management report be updated to reflect the OGS sizing from STC-300 to STC-750 in accordance with the revised calculations.
  - c) all applicable plans illustrating that all works, including all grading, site alterations, construction staging, or materials associated with these activities, will not encroach or be placed on any NHS lands to be conveyed to a public agency as part of this plan of subdivision. Grading encroachment within the established environmental buffers shall not be permitted unless otherwise agreed upon by the City and the TRCA. All areas to be protected must be effectively isolated through fencing or other appropriate measures prior to any site alteration being initiated.
  - d) grading plans for the subject lands shall be provided for final review and approval to the satisfaction of the TRCA. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to Block 9, associated environmental buffers, or transitioned to existing adjacent landowners.
  - e) all slopes be designed at a stable incline, without the use of retaining walls (to the greatest extent possible), and with due consideration for TRCA's Healthy Soil Guidelines within all buffer areas. All slopes are to be restored with a robust planting plan, consistent with TRCA's planting guidelines, and to the satisfaction of the TRCA.
  - f) permanent active dewatering of groundwater or interflow associated with any component of this development shall not be permitted. All underground construction and infrastructure must be designed to not require permanent active dewatering.
  - g) the applicant attain all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required to support this development. No grading, pre-servicing or temporary stormwater management works are to be initiated until such time as a permit from the TRCA and all requisite TRCA approvals are attained.
- 20.2. The implementing zoning by-law shall recognize all natural features, stormwater management and environmental buffer blocks in an environmental protection or other suitable zoning category which has the effect of prohibiting development and structural encroachment, and ensuring the long term preservation of the lands in perpetuity, to the satisfaction of the TRCA.

- 20.3 Prior to the registration of this plan or any phase thereof, the Owner shall prepare a plan that addresses the removal and restoration of any historical, man-made intrusions in the natural heritage system, to the satisfaction of TRCA. This includes (but is not limited to) the removal of fences, debris, asphalt, garages, sheds, etc. and the restoration of these areas to a natural state.
- 20.4. The Owner shall agree in the Subdivision Agreement, in wording acceptable to TRCA:
- a. to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans, including but not limited to;
    - (i) Natural Heritage Evaluation
    - (ii) Functional Servicing and Stormwater Management Report
    - (iii) Erosion and Sediment Control Plan and Report
    - (iv) Restoration and Enhancement Plans for all Environmental Buffers.
  - b. to implement the requirements of the TRCA's conditions in wording acceptable to the TRCA.
  - c. to design, implement and maintain on-site erosion and sediment control structures and LID's operating in good repair during the construction period, as well as monitoring in accordance with current TRCA standards as applicable, until assumption by the City of Markham in a manner satisfactory to the TRCA.
  - d. to obtain all necessary permits pursuant to Ontario Regulation 166/06 (as amended) from the TRCA.
  - e. to erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting lands to be conveyed to the public authority, prior to occupancy of any homes within that lot or block. This includes Blocks 1 to 7 inclusive.
  - f. to provide a planting, enhancement and restoration strategy be provided for all buffer lands to the satisfaction and approval of the TRCA. The planting restoration of this area shall be completed and maintained for a minimum of 2 years after registration, to the satisfaction of the TRCA. Sufficient funds shall be secured through a Letter or Credit or other appropriate measure in favour of the City of Markham and shall be released upon final assumption and warranty inspection to the satisfaction of the TRCA and the City.
  - g. that prior to a request for registration of any phase of this subdivision – should registration not occur within 10 years of draft approval of this plan - that the Owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet current day requirements, and that the Owner update any studies, as required, to reflect current day requirements.
  - h. that the Owner shall carry out, or cause to be carried out, the removal and restoration of any historical, man-made intrusions on lands to be conveyed to a

public agency within Block 9 and all associated buffers. This includes but is not limited to the removal of structures, fences, debris, etc. and the restoration of these areas to a natural state, to the satisfaction of TRCA and/or the City.

- i. that Natural Heritage System Block 9 be conveyed into public ownership.
- j. that the Owner shall provide written confirmation that all snow storage will be removed off-site and be included as a common element budget item within the future Condominium Declaration. Snow storage is not to occur on bioretention/LID infrastructure.
- k. that the Owner provide a monitoring protocol and the requisite funding for the construction and long-term monitoring and maintenance of the bioretention/LID infrastructure on this site to the satisfaction of the TRCA. The Owner shall provide written confirmation that long term maintenance of the bioretention area shall be included as a common element budget item within the future Condominium Declaration.
- l. that a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for Blocks 1-7 (inclusive) adjacent to Natural Heritage System Block 9 which identifies the following:

*“The owners are advised that the rear lot lines are adjacent to environmental protection lands, which are regulated by the Toronto and Region Conservation Authority. These lands are considered to be part of the publically owned environmental protection area, which is intended to remain naturalized, and may not be actively maintained. A future trail may be located within all or a part of this area, however private uses such as picnic, barbeque or garden areas; storage of materials and/or the dumping of refuse or ploughed snow are not permitted on these lands. In addition, access to the adjacent TRCA lands through the subject property is not permitted. Private rear yard gates are prohibited.”*

- m. for all lots and blocks in which LIDs are to be located, that a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials for private lots or blocks on which infiltration related infrastructure such as LID’s, rear yard swales and catch basins are located which identifies the following:

*“That stormwater management infrastructure is located on the subject property, which forms an integral part of the stormwater management infrastructure for the community. It is the owner’s responsibility for the long-term maintenance of this system by ensuring that proper drainage is maintained. Grading within the rear yard, such as swales which convey stormwater to this system must remain in their original form and snow storage is to be removed off site.”*

- n. to carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures and LIDs) prior to assumption of the subdivision by the City of Markham.

- o. that the draft plan be red-line revised, if necessary, in order to meet the requirements of TRCA's conditions, or to meet current established standards in place as of the date of a request for registration of the Plan or any phase thereof.

21. Ministry of Natural Resources (MNR)

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

22. Enbridge Gas Distribution

22.1 The Owner shall covenant and agree in the subdivision agreement:

- a) To contact Enbridge Gas Distribution's Customer Connections department by emailing for service and metre installation details and to ensure that gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells and/or soil trenches) and/or asphalt paving.
- b) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
- c) In the event that easement(s) are required to serve this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.
- d) In the event that a pressure reducing regulator station is required, the applicant will provide a 3 metre by 3 metre exclusive use location that is within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department.
- e) The Owner will grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross-sections, identifying all utility locations prior to the installation of the gas piping.

23. Canada Post

23.1 The Owner shall covenant and agree in the subdivision agreement to comply with the following conditions:



- a) The Owner/ developer agrees to include on all purchases and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
- b) The Owner/ developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home sale.
- c) The Owner/developer will consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on the appropriate servicing plans.
- d) The Owner/ developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
  - i) a concrete pad to place the Community Mailboxes on;
  - ii) any required walkway across the boulevard; and
  - iii) any required curb depressions for wheelchair access.

23.2 The Owner/developer further agrees to determine and provide a suitable temporary Community Mailbox(s) location(s) which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.

24. Bell

24.1 The Owner covenants and agrees in the subdivision agreement that prior to commencing any work within the Plan, the Owner/ developer must confirm that sufficient wire-line communication/ telecommunication infrastructure is available within the proposed development to provide communication/ telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner/ developer is hereby advised that the Owner/developer may be required to pay for the connection to and/or extension of the existing communication/ telecommunication infrastructure. If the Owner/developer elects not to pay for the such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner/ developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/ telecommunication services for emergency management services (i.e. 911 Emergency Services).

25. Streetlight Types:

25.1 The Owner agrees to contact City Staff prior to commencing the design for

Streetlighting to confirm the type(s) of poles and luminaires to be provided for different streets and/or lanes.

26. External Clearances

26.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:

- a) The Regional Municipality of York Planning Department shall advise that Conditions 19.1 – 19.2 have been satisfied.
- b) The Toronto and Region Conservation Authority shall advise that Conditions 20.1 – 20.4 have been satisfied.
- b) The Ministry of Culture shall advise that Condition 16.1 has been satisfied.
- c) Enbridge Gas Distribution shall advise that Condition 22.1 has been satisfied.
- d) Canada Post shall advise that Conditions 23.1 -23.2 have been satisfied.
- e) Bell Canada shall advise that Condition 24.1 has been satisfied.

Dated: XXXXXX

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Ron Blake, Senior Development Manager