

AREA CONTEXT /ZONING

APPLICANT: FLATO DEVELOPMENTS INC.
272 OLD KENNEDY ROAD

FILE No: ZA.06106303 & SU.06106298 (SM)



DEVELOPMENT SERVICES COMMISSION

DWN BY: RK

CHK BY: SM

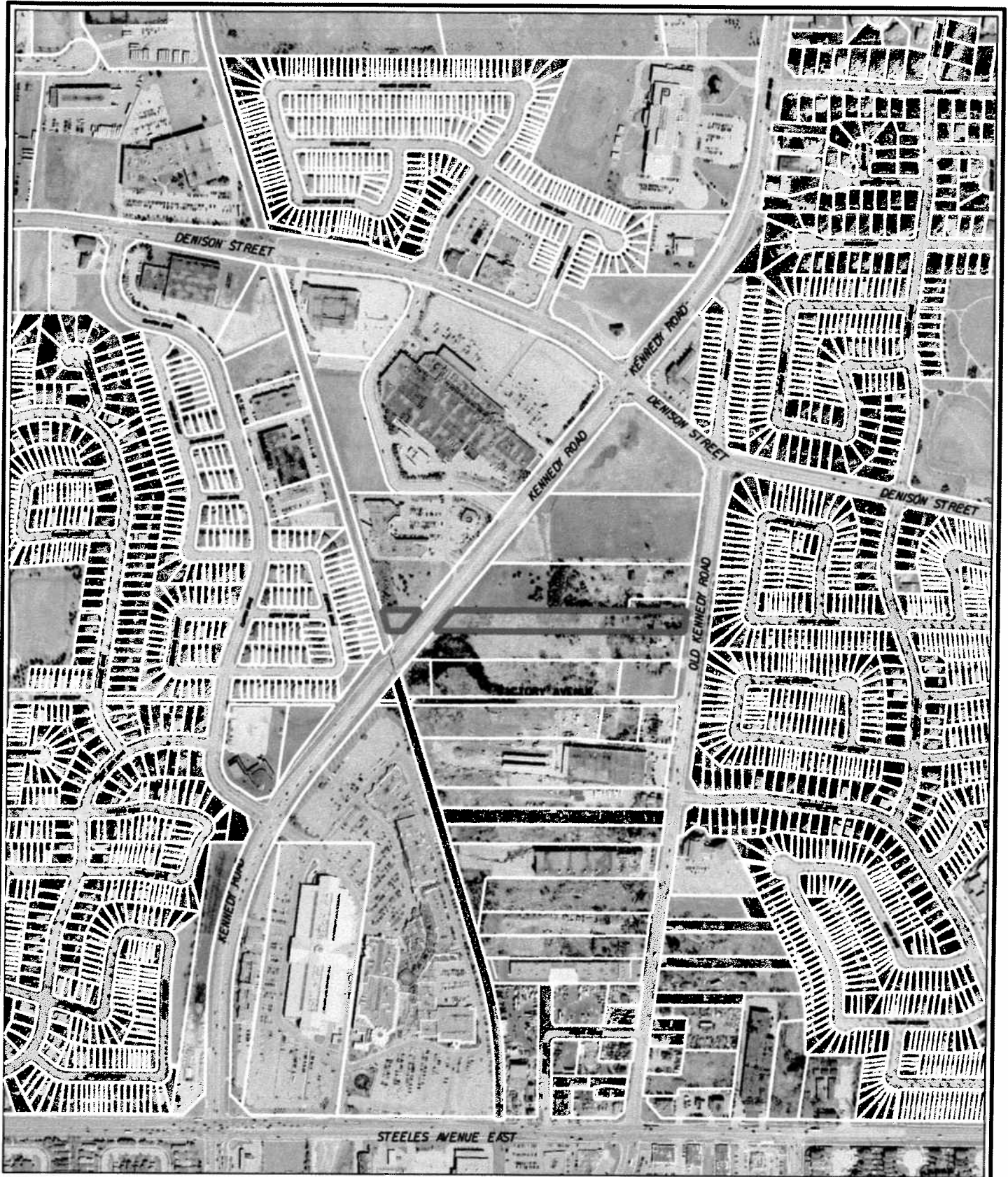
SCALE 1:

SUBJECT LANDS

DATE: 07/09/19

FIGURE No.2

19/09/2007 11:30:41 AM
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AIR PHOTO (2005)

APPLICANT: FLATO DEVELOPMENTS INC.
272 OLD KENNEDY ROAD

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DEVELOPMENT SERVICES COMMISSION

DWN BY: RK

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SCALE 1:



SUBJECT LANDS

DATE: 07/09/19

FIGURE No.3

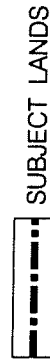
ORIGINAL DRAFT PLAN OF SUBDIVISION (19TM-06004)

APPLICANT: FLATO DEVELOPMENTS INC.
272 OLD KENNEDY ROAD

FILE No: SU06106303 & ZA06106298 (NP)



DEVELOPMENT SERVICES COMMISSION

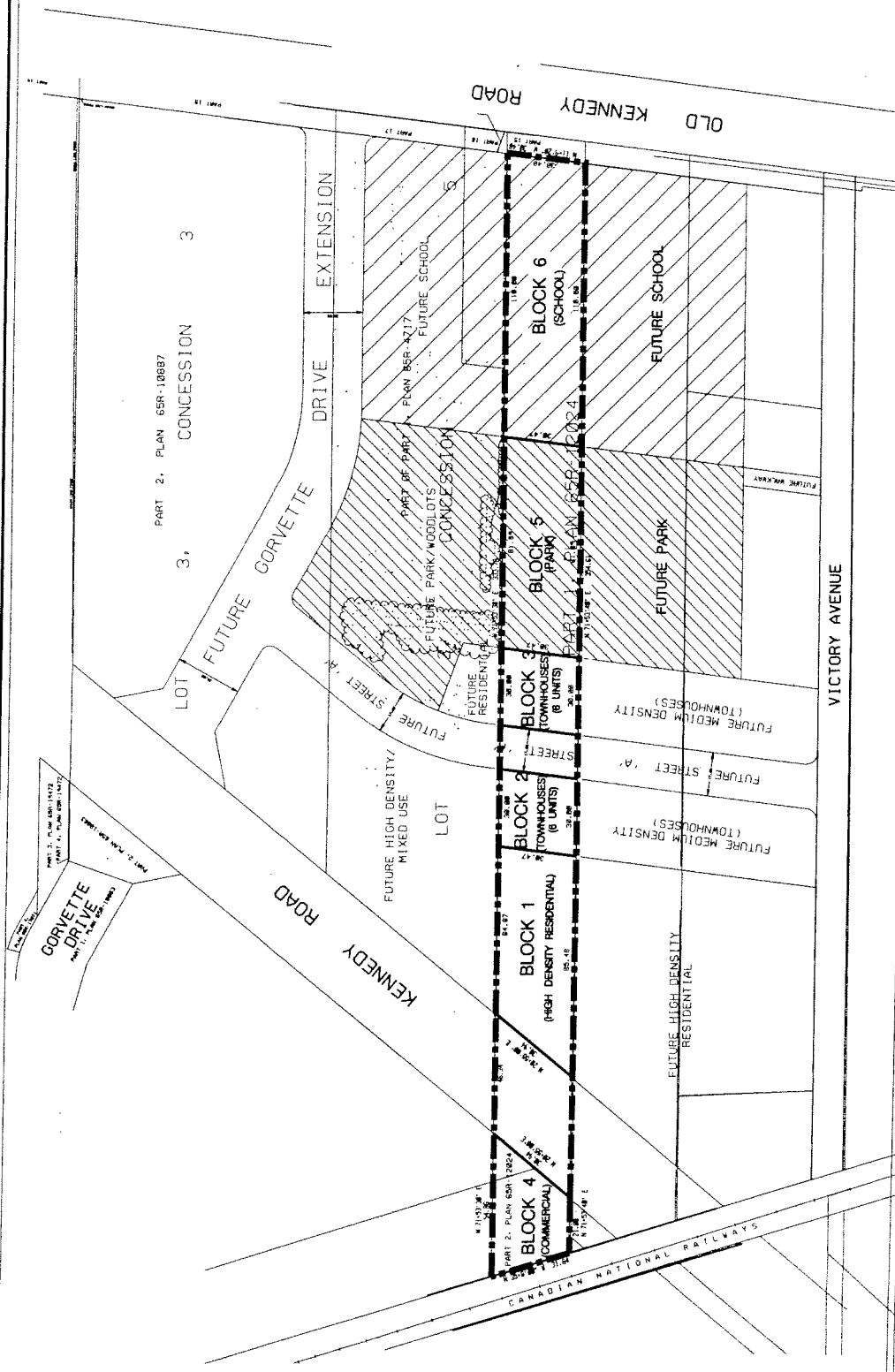


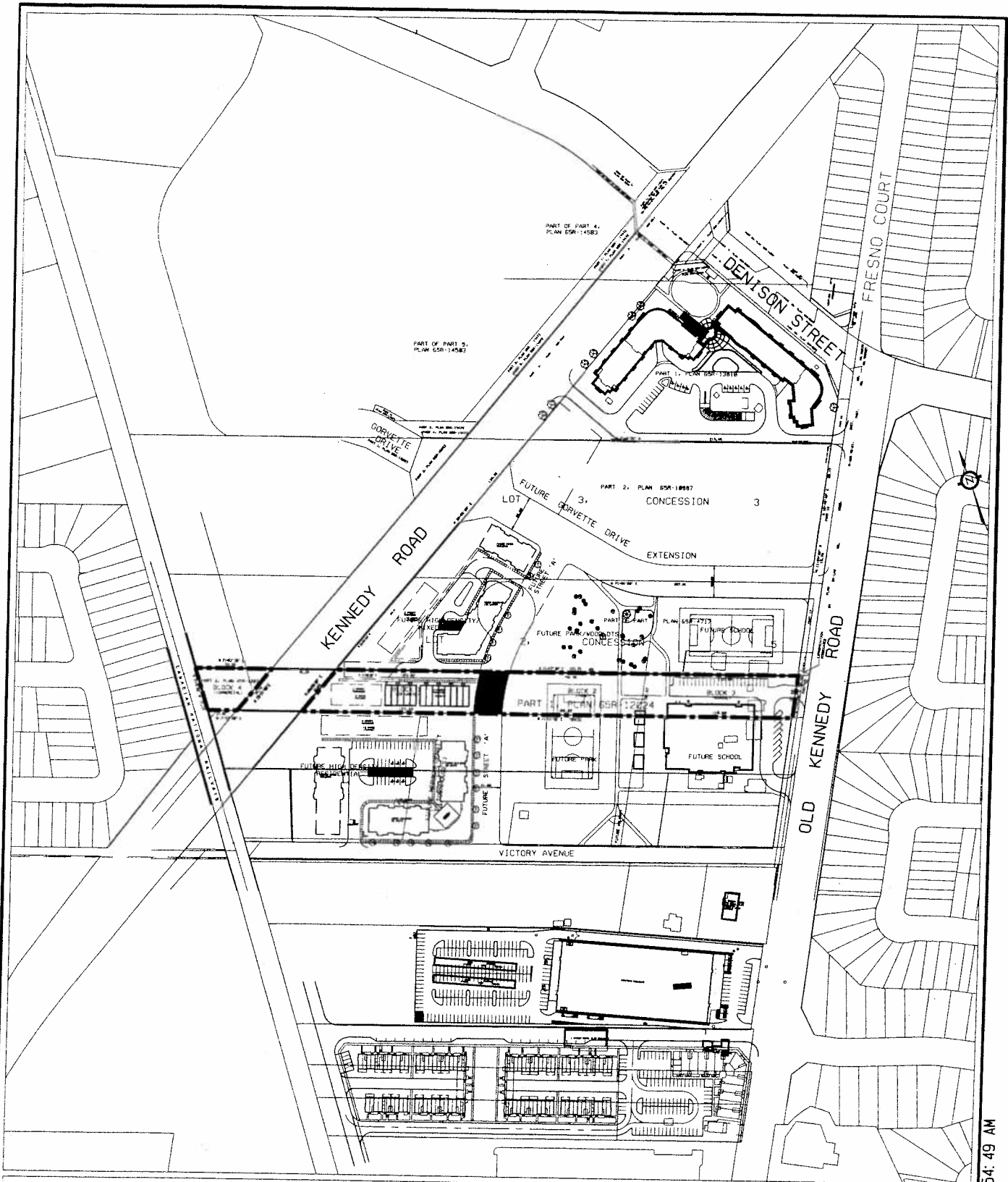
DATE: 06/03/16

FIGURE No.4

DRAWN BY: CPW CHECKED BY: NP SCALE 1:

SU06106303.DGN 20/09/2007 9:55:23 AM





REVISED DRAFT PLAN OF SUBDIVISION

APPLICANT: FLATO DEVELOPMENT INC.
272 OLD KENNEDY ROAD

FILE No: ZA.06106303 & SU.06106298 (SM)

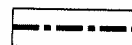


DEVELOPMENT SERVICES COMMISSION

DWN BY: CPW

CHK BY: SM

SCALE 1:



SUBJECT LANDS

DATE: 07/09/19

FIGURE No.5

za06106303.dgn 19/09/2007 10:54:49 AM

APPENDIX 'A'
RECOMMENDED CONDITIONS OF DRAFT APPROVAL
PLAN OF SUBDIVISION 19TM-06004
Flato Development Inc.

I. General

- I.1 Approval shall relate to a draft plan of subdivision prepared by Masongsong Associates Engineering Limited identified as Project Number 03-124, dated June 2007 and with a last revision date of June 26, 2007 incorporating the following redline revisions:
- Street 'A' be revised to be shown and identified as a separate Block on the draft plan
 - Any revisions resulting from the approved noise and vibration study
 - Any revisions resulting from the approved functional road plan
 - Any revisions resulting from the approved functional servicing plan
 - Any revisions resulting from the provision of additional access routes, roads, or turning circles etc.
 - Any revisions if required, for the provision of a cul-de-sac on Block I or in a location approved by the Director of Engineering
 - Any revisions resulting from Street 'A' being realigned to accommodate the final design of the intersection with Gorvette Drive
- I.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the Town, and shall accordingly lapse on October 23, 2010 unless extended by the Town upon application by the Owner.
- I.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.
- I.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, amendments to Zoning By-laws 177-96 as amended, to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- I.5 The Owner shall covenant and agree in the subdivision agreement that the Holding Zoning (H) provision 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 confirmed by the Developers Group Trustee and the Town.
- I.6 The Owner shall pay \$100.00 per unit for Highway 48 flow control contribution upon execution of the subdivision agreement.

- 1.7 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, (Commissioner of Development Services) to implement or integrate any recommendations resulting from studies required as a condition of draft approval.
- 1.8 The Owner shall covenant and agree to enter into a No Presale Agreement for Phase 2 with the Town, which agreement shall be registered on title, committing the Owner not to enter into any agreements of purchase and sale with anyone, including other developers or builders, for the subject lands (19TM-06004, Phase 2), until servicing allocation has been granted by Council through approval of a site plan application. The Agreement shall include but not be limited to the following:

The Owner shall covenant and agree not to enter into any agreements or purchase and sale with end users (eventual homeowner who is purchasing an individual lot containing a dwelling for the purpose of occupancy) for the subject lands until such time as:

- (A)
 - (i) York Region has advised in writing that it is no earlier than twelve (12) months prior to the expected completion of the Duffin Creek Water Pollution Control Plant expansion project and the Southeast Collector Trunk Sewer project; and
 - (ii) The Council of the Town of Markham has allocated adequate available water supply and sewage servicing capacity for Phase II of the subject development;
- (B) the Town of Markham approves the assignment of servicing allocation to this development that is not dependent on upon the construction of infrastructure;
- (C) the Regional Commissioner of Transportation and Works confirms servicing capacity for Phase II of this development by a suitable alternative method and the Town of Markham allocates the capacity to this development;

The Owner covenants and agrees not to enter into any agreements of purchase and sale with non end users for Phase II of the subject lands unless the agreement of purchase and sale contains a condition that requires the purchaser and subsequent purchasers to enter into a separate agreement with the Town of Markham, which agreement shall be registered on title, committing the Owner to the same terms as set out above.

2. Roads

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the Town and the Region of York.
- 2.2 The road allowances within the draft plan shall be dedicated as public highway, free of all costs and encumbrances.
- 2.3 The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the Town (Commissioner of Development Services). The Victory Avenue Right-of-Way will require a minimum of 17.0 metre width or wider.
- 2.4 The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the Town, to the satisfaction of the Town (Commissioner of Development Services). The design of the temporary turning circles to the Town's standard, and any implications on surrounding land use, shall be addressed in the subdivision agreement, to the satisfaction of the Town.
- 2.5 The Owner acknowledges and agrees that the installation of the temporary turning circle on their subject land may require amendments to their draft plan and any related requirements.
- 2.6 The Owner shall covenant and agree in the subdivision agreement to construct Street 'A' as part of Phase I. The Owner shall negotiate with the Owner to the south to secure Street 'A' to Victory Avenue.
- 2.7 That a Traffic Impact Study to determine if the interim road configurations are sufficient to accommodate the proposal, be submitted to the Town's Engineering Department for their review and approval.
- 2.8 That the Owner shall covenant and agree that the Conceptual Street Layout will conform to the Milliken Main Street Secondary Plan.
- 2.9 That the Owner covenants and agrees that Construction of Street 'A' cannot proceed until the future road way on the south side, outside the draft plan boundary, is conveyed to the Town.
- 2.10 That the Owner acknowledges and agrees that any additional access routes, roads, turning circles, etc. required by the Director of Engineering will be provided and the necessary lands conveyed to the Town. In addition, the plan should incorporate any revisions resulting from these changes.

3. Noise & Vibration Impact Study

- 3.1 Prior to final approval of the draft plan, the Owner shall submit a Noise & Vibration Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on Old Kennedy Road, Kennedy Road and rail traffic on GO transit rail line, the proposed grade separation for GO Transit, and by any other identified noise sources, to the satisfaction of the Town. The study shall include a detailed assessment of the transportation and stationary noise constraints to the proposed development, recommendations with respect to specific noise and vibration mitigation measures and identification of any requirements for warning clauses to be incorporated into the subdivision agreement.

The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the Noise & Vibration Impact Study. The Owner acknowledges that the Town will not accept noise fences over 2.0 m high, the draft plan of subdivision may need to be revised to allow for berming or other alternative noise solutions.

- 3.2 The Owner shall covenant and agree in the subdivision agreement to implement noise & vibration control measures and warning clauses as recommended by the approved Noise & Vibration Impact Study, to the satisfaction of the Town (Commissioner of Development Services), in consultation with the Region of York and GO Transit.

4. Tree Preservation and Landscaping

- 4.1 The Owner shall submit an overall tree inventory and preservation plan, which has been prepared by a qualified Landscape Architect in good standing with the O.A.L.A., or a certified Arborist, to the satisfaction of the Commissioner of Development Services, prior to the execution of a subdivision agreement for any portion of the draft plan of subdivision. The tree preservation plan shall be based on information taken from a registered survey plan, showing the exact location of the trees to be preserved, location of protective hoarding, final grading, proposed municipal services and utilities, and conceptual building envelopes and driveway locations.
- 4.2 The Owner shall obtain written approval of the Town prior to the removal of any trees within the area of the draft plan.
- 4.3 The Owner shall submit overall Streetscape and Landscape Plans, to the satisfaction of the Commissioner of Development Services, prior to the execution of the subdivision agreement. These plans are to be prepared by a

qualified landscape architect in good standing with the O.A.L.A. and shall include the following:

- a) street tree planting for all private and all public streets abutting the Plan of subdivision. The size, spacing and species selected shall be to the satisfaction of the Town (Commissioner of Development Services)
- b) 1.8 metre high wood privacy fencing or other suitable buffer screening where residential lots abut retail/commercial areas, or other non-residential areas;
- c) noise attenuation fencing where required, wholly on residential lots;
- d) flankage privacy fencing on end units on blocks abutting lanes and roadways, wholly on residential lots;
- e) any subdivision entrance features must not be on Town property.

4.4 The Owner covenants and agrees that the detailed design and construction of all landscaping shall be at no cost to the Town and in accordance with the provisions of the approved landscape plans.

4.5 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.

4.6 The Owner shall covenant and agree in the subdivision agreement to prohibit all builders from imposing an extra charge to home purchasers for the items listed in Conditions 4.3 to 4.9.

4.7 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, THE TOWN OF MARKHAM HAS APPROVED THE FOLLOWING ITEMS, WHICH THE LANDSCAPE ARCHITECT HAS DETERMINED ARE NECESSARY AND HAS DESIGNED, AND WHICH THE DEVELOPER MUST PROVIDE AND BEAR THE COST OF:

- STREET TREES (TREES PLANTED IN THE TOWN BOULEVARD)
- CORNER LOT FENCING
- REAR LOT FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)

- TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF SCHOOL AND PARK BLOCKS
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING

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

5. Parks and Open Space

- 5.1 The Owner shall convey Block 2 (once it's configuration has been finalized) to the Town for park purposes, free of all costs and encumbrances, upon registration of the plan of subdivision. This Block shall be conveyed in a physical condition which is satisfactory to the Town. The Town reserves the right to require, as an alternative, payment of cash-in-lieu for any part of the said conveyance of lands for parks purposes and that the draft plan be revised accordingly.
- 5.2 The Owner acknowledges that the configuration of the park block may have to change pending finalization of the neighbourhood park, school site, Traffic Impact and Functional Design studies.
- 5.3 The Owner shall provide and/or install the following park components, which are not eligible for credit against development charges, at no cost to the Town, which will service the park block:
 - (a) a 50 mm (2 inch) water service and a 1500 mm chamber and all appropriate appurtenances at the street line as specified in Section 7;
 - (b) electrical fed line at the streetline;
 - (c) a catch basin if required;
 - (d) engineering certified rough grading using non-organic clean fill to 300 mm (12') below final grade in accordance with the current approved grading plan to Town standards. The sub-grade shall be compacted to the density of 95% SPD. Should any issues arise with regards to the structural capacity of the sub-soil, and additional works are required to ensure that the park can be built to Town standards, the Owner agrees to assume full responsibility for such costs; and
 - (e) access to sufficient topsoil to cover the park blocks to a depth of 300mm (12').
- 5.4 The Owner shall seed and maintain (free of stock piles and debris) the park block within the subdivision, to the satisfaction of the Town. The park block

shall be maintained until such time as the park has been constructed and assumed by the Town for maintenance.

- 5.5 The Owner acknowledges that should these works not be completed and maintained to the satisfaction of the Commissioner of Development Services, the Town will do the work as required and draw on the letters of credit for all costs so incurred.

Urban Design/Architectural Control

- 6.1 The Owner shall agree to use the Town of Markham Generic Architectural Control Guidelines, prepared by Watchorn Architect Inc., dated June, 2001, and retain a design consultant to implement the Architectural Control Guidelines.
- 6.2 Plans submitted for model home permits for any building with 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 plan are designed in accordance with the approved Architectural Control Guidelines.
- 6.3 The Owner shall ensure that the design architect for any building within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.
- 6.4 That the Owner shall ensure that the Urban Design Concept Plan and policies set out in Section 7.0, Urban Design, of the Main Street Milliken Secondary Plan (OPA No. 144) are adhered to.
- 6.5 That the Owner applies for, and obtains site plan approval for the townhouse units.

7. Stormwater Management

- 7.1 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 stormwater quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for the draft plan for approval by the Town. The Owner acknowledges and agrees that they will be required to implement the recommendations and requirements of the approved stormwater management report, and to revise the draft plan accordingly, as may be required.
- 7.2 The Owner covenants and agrees to undertake a 2 year water quality monitoring program to assess the impact of the Plan of Subdivision on the downstream receiving watercourses(s). Water quality parameters at minimum

shall include: Total Suspended Solids (TSS), temperature, nitrogen, phosphorus, E. Coli, organics (Chlordane, Benzo Pyrene, PCB's) and metals (Mercury, Aluminium, Cadmium, and Copper).

Prior to implementation of the monitoring program, the program shall be reviewed and approved by the Engineering Department. The Owner shall report the result of the monitoring annually to the Town. The program shall include monitoring of pre and post development conditions and provide recommendations for required mitigation measures.

Alternatively, the Owner has the Option to provide the Town with cash-in-lieu of the monitoring program in the amount of \$200.00/ hectare for the total land area included in the Plan of Subdivision. This cash-in-lieu will be used to implement a town-wide watercourse monitoring program.

Regardless of the option selected the Owner covenants and agrees, as and when required by the Director of Engineering, at the Owner's expense, to implement the recommendations of the monitoring program.

- 7.3 The Owner shall covenant and agree in the subdivision agreement to obtain approval of a Site Alteration Plan in accordance with the Town's standards prior to proceeding with any on-site works and more particularly topsoil stripping.
- 7.4 All servicing requirements shall conform to the overall conceptual servicing plan entitled "Servicing Analysis Update for Milliken Mills Main Street" prepared by Marshall Macklin Monaghan dated September 2004, and any subsequent addendums and/or reports related to the Main Street Milliken Secondary Plan (eg. "Update to the Milliken Mills Main Street Servicing Study prepared by MMM" prepared by Masongsong Associates, dated August 2007.

8. Municipal Services

- 8.1 The Owner shall acknowledge and agree in the subdivision agreement that final approval of the draft plan shall be subject to adequate sanitary sewer capacity and water supply being allocated to the subdivision by the Town.
- 8.2 Prior to final approval of the draft plan, the Owner shall prepare a Functional Servicing Study showing how it conforms to the "Servicing Analysis Update for Milliken Mills Main Street" prepared by Marshall Macklin Monaghan dated September 2004 and any subsequent addendums and/or reports for the Main Street Milliken Secondary Plan (eg. "Update to the Milliken Mills Main Street Servicing Study prepared by MMM" prepared by Masongsong Associates, dated August 2007 . Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement.

- 8.3 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).
- 8.4 Prior to final approval 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).
- 8.5 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.

9 Traffic Impact Study

- 9.1 Prior to final draft plan approval, the Owner shall submit a Traffic Impact Study to review the external improvements required for supporting full development of this plan, to the satisfaction of the Director of Engineering. The requirements and criteria of the Traffic Impact Study shall be incorporated into the draft approved plan and subdivision agreement.

10. Functional Traffic Design Study

- 10.1 Prior to final draft plan approval, the Owner shall submit a Functional Traffic Design Study to the satisfaction of the Director of Engineering. The requirements and criteria of the Functional Traffic Design Study shall be incorporated into the draft approval plan and subdivision agreement.

11. Easements

- 11.1 The Owner shall grant required easements to the appropriate authority for public utilities, municipal services, overland drainage purposes or turning circles, upon registration of the plan of subdivision. Any off-site easements and works necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to the Town.
- 11.2 The Owner shall grant any required easements to the appropriate authority for pedestrian access to Kennedy Road.

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 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.
- 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 Powerstream, Enbridge, telecommunications companies, etc.
- 12.3 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.
- 12.4 The Owner is to co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all effected authorities.
- 12.5 The Owner shall 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.
- 12.6 All of the natural gas distribution system will be installed within the proposed road allowances therefore easements may not be required.

Canada Post

- 12.7 The Owners shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town of Markham in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.

- 12.8 The Owners shall covenant and agree in the subdivision agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 12.9 The Owner shall consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on the appropriate servicing plans.
- 12.10 The Owner will provide the following for each Community Mailbox site and include these requirements on these requirements on the appropriate servicing plans:
- Appropriately sized sidewalk section (concrete pad) as per municipal standards and to Canada Post specifications to place the Community Mailboxes on;
 - Any required walkway across the boulevard, as per municipal standards; and
 - Any required curb depressions for wheelchair access to Canada Post specifications.
- 12.11 The Owners shall covenant and agree in the subdivision agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 12.12 The Owner must supply, install and maintain the mail delivery equipment for the apartment units to Canada Post specifications and ensure that all mail delivery equipment is accessible by persons with physical disabilities.
- 12.13 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.

13. Development Charges, Recoveries, Fees

- 13.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands

within the plan of subdivision at the time the lands are transferred to the first purchasers.

- 13.2 The Owner shall pay all fees and development charges which will be finalized in the subdivision agreement. These lands are contained within Area 8 (Milliken Mills) of the proposed Development Charges By-law identifying the Area Specific Development Charges (ASDC) as may be applicable. The Owner shall agree in the subdivision agreement to pay all applicable ASDC or in the event that the ASDC By-law has not been passed, the Owner shall agree to pay an equivalent Local Service Contribution in lieu of the ASDC charges. The financial contribution will not be eligible for credits toward the development charges. Should the final ASDC charge be higher than the Local Service Contribution, the Owner shall be responsible for paying the difference between the Local Service Contribution and the final ASDC amount.
- 13.3 The Owner shall covenant and agree in the subdivision agreement to pay all recoveries for their proportionate share of previously constructed servicing for this area, and provide clearance letters from the appropriate parties, to the satisfaction of the Town (Commissioner of Development Services).
- 13.4 Prior to final approval of the draft plan or any phase thereof, the Owner shall enter into a Developers Group Agreement, or alternative agreement, to ensure the provision of community and common facilities such as school sites, municipal services, parks and public roads in the Milliken Main Street Secondary Plan (PD 2-4) area, to the satisfaction of the Town (Commissioner of Development Services and Town Solicitor). 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.
- 13.5 The lands are contained within Area 8 of the proposed Development Charges By-law. The Town shall enact a Development Charges By-law identifying Area Specific Development Charges (ASDC) as may be applicable. In the event the ASDC By-law has not been passed, development could proceed subject to the Town Solicitor confirming a satisfactory arrangement for the payment to the Town by the applicant, without recourse, of an amount equal to the applicable development charges.

14. Environmental Site Assessment

- 14.1 Prior to the final approval of the draft plan of the subdivision or any phase thereof, the Owner shall:
 - (1) submit to the Director of Engineering Environmental Site Assessment

- (ESA) reports, all in accordance with EPA and its regulations.
- (2) at the completion of any necessary site remediation process, submit certification from the Qualified Person that the necessary clean up has been carried out and that the land to be conveyed to the Town meets the Site Condition Standards of the intended use.
 - (3) file a Record of Site Condition with the Provincial Environmental Site Registry for lands to be conveyed to the Town. The Town will not accept the use of Risk Assessment approach to manage contaminated lands for lands to be conveyed to the Town.
 - (4) Pay all costs associated with the Town retaining a third-party reviewer for the peer-review of ESA studies and work.
- 14.2 The Owner shall covenant and agree in the subdivision agreement that if during construction of any infrastructure of building within the subdivision, contaminated soils are discovered, the Owner shall submit further remedial action plan to the Town for peer review and concurrence prior to carrying out the clean up, to the satisfaction of the Director of Engineering.
- 14.3 The Owner shall covenant and agree to amend the draft plan of subdivision if any of the environmental studies necessitates reconfiguration of the use of the land.
- 14.4 The Owner must demonstrate to the satisfaction of the Town, in consultation with other concerned agencies, that the environmental condition of the property is suitable for the proposed land use and will not result in adverse effects to human health and /or the natural environment.

15. Heritage

- 15.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the Town (Commissioner of Development Services) and the Ministry of Culture. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a letter from the Ministry of Culture to the Town indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 15.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the Town and the Ministry of Culture.

16. Other Town Requirements

- 16.1 The Owner acknowledges and agrees that firebreak lots within the draft plan shall be designated in the subdivision agreement, to the satisfaction of the Fire Chief. The Owner shall provide a letter of credit in an amount to be determined by the Fire Chief at the subdivision agreement stage to ensure compliance with this condition.
- 16.2 The Owner acknowledges and agrees that the adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.
- 16.3 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 Development Phasing Plan; and
 - (b) all concerned government agencies agree to registration by phases and provide the clearances as required in Condition 19 for each phase.
- 16.4 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 Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage
 - the Town's zoning by-law restricts the width of the driveway to a maximum of 3.5 metres, this width does not allow two cars to park side by side
 - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town

17. Region of York

- 17.1 That the Owner covenants and agrees to satisfy any requirements from the Region of York, and revise the draft plan accordingly if needed.

18. GO Transit

- 18.1 Appropriate building setbacks and safety measures may be required for commercially zoned lands immediately adjacent to the rail corridor. Specific requirements and design parameters will be dictated by the land uses and site development layouts proposed.

- 18.2 The Owner will be required to engage a consultant to undertake an analysis of noise and vibration in order to recommend abatement measures necessary to achieve acceptable conditions for the proposed residential land use. A warning clause will be required for residential uses within 300 metres of the rail corridor. Subject to the review of noise report, GO Transit may consider other measures recommended by an approved Noise Consultant. In addition, the Owner shall, through restrictive covenants to be registered on title and all agreements of purchase and sale or lease, provide notice to the public that the subject mitigation measures 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.
- 18.3 A 1.8 metre high chain link fence should be installed and maintained by the Owner along the mutual property line.
- 18.4 Any proposed alterations to the existing drainage pattern affecting GO Transit property must receive prior concurrence from GO Transit and be substantiated by a drainage report to the satisfaction of GO Transit.

19. York Region District School Board

- 19.1 That prior to final approval, the owner shall submit to the York Region District School Board for review and approval, a copy of the final engineering plans as approved by the Town of Markham which indicate the storm drainage system and the overall grading plans for the complete subdivision area.
- 19.2 That the Owner acknowledges and agrees to implement any requirements or changes necessary as a result of the final configuration of the school block.

20. Fire Department

- 20.1 The internal road/fire access route configurations must be approved by the Fire Department.
- 20.2 Access to townhouse units should be provided, such that Fire Department vehicles can park within fifteen (15) metres of any unit on at least a six (6) metre roadway.
- 20.3 Access to blocks of townhouses should be from a street. A block of townhouses shall not exceed a distance of forty-five (45) metres without an access to the rear of the townhouse block.
- 20.4 Access to rear yards shall be provided by means of a three (3) metre break.
- 20.5 Access into the subdivision from adjoining developments must be approved by the Fire Department.

- 20.6 To ensure reliability of access for Fire Department vehicles under all conditions, two accesses, independent of one another are to be provided into the development.
- 20.7 A water supply of at least 5,000 l/m for single family dwellings and 7,000 l/m for townhouse developments shall be available for firefighting purposes.
- 20.8 Two water supply connections will be required to ensure adequacy and reliability of the water supply at all times for fire fighting purposes.

21. External Clearances

- 21.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
 - (a) Canada Post
 - (b) The Ministry of Culture.
 - (c) The Regional Municipality of York Planning Department .
 - (d) Go Transit
 - (e) York Region District School Board