

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF
MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR
REGISTRATION OF PLAN OF SUBDIVISION 19TM-12008
(SHERIDAN NURSERIES LTD.) ARE AS FOLLOWS:**

1 General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Arcorp Architecture Inc., identified as Job Number 118-12369-00, dated April 25, 2013 and with a last revision date of October 18, 2013 (the "Draft Plan") incorporating the following redline revisions:
- Any modifications to the Draft Plan required to ensure consistency with the finalized Precinct Plan.
 - Any modifications to the Draft Plan required by external agencies.
 - Any modification to the Draft Plan required by the Toronto and Region Conservation Authority (TRCA) as a result of its review of the Functional Servicing Report and Preliminary Stormwater Management Report.
 - Any modifications to the draft plan required to address updates to municipal standards (eg. width of municipal rights-of-way).
- 1.2 This Draft Plan Approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on ----- unless the draft plan of subdivision is registered or draft approval is extended by the City, upon application by the Owner, prior to the lapsing of Draft Plan Approval.
- 1.3 The Owner shall enter into a subdivision agreement with the City agreeing to satisfy all conditions of the City and public agencies, financial and otherwise, prior to final approval of any phase of the Draft Plan.
- 1.4 Prior to final approval of any phase of the Draft Plan, amendments to Zoning By-laws 304-87 and 2004-196 to implement the Draft 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, Traffic Impact Study, Internal Functional Traffic Design Study Stormwater Management Study, Functional Servicing Report, Noise Impact Study, 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.

2 Phasing

- 2.1 The Owner acknowledges and agrees that final approval of the draft plan may be issued in phases provided that:
- (a) Phasing is proposed in an orderly progression.

- (b) All road allowances within the draft plan shall be included in the first phase if directed by the City.
- (c) All concerned government agencies agree to registration by phases and provide the clearances as required in Condition 36 for each phase.

3 Cost Sharing

- 3.1 Prior to the release for registration of any phase of the Draft Plan, the Owner shall enter into a developers group agreement or make other alternative arrangements with the City to ensure the fair and equitable cost sharing of community infrastructure and facilities, to the satisfaction of the City's Commissioner of Development Services and the City Solicitor.
- 3.2 Where the Owner has entered into a developers' group agreement(s), prior to the release for registration of any phase of the Draft Plan, the Trustee(s) of the applicable developers' group(s) shall deliver a release(s) to the City indicating the Owner has satisfied all conditions of the group agreement(s) and the Trustee(s) has no objection to the registration of the applicable phase of the plan. The Owner acknowledges that where it has elected to make alternative arrangements to ensure the fair and equitable cost sharing of community infrastructure and facilities, the City shall notify the Trustee(s) of the local developers' group(s) of such arrangements at least 60 days prior to the release for registration of any phase of the Draft Plan.

4 Servicing Allocation

- 4.1 The Owner shall agree in the subdivision agreement that final approval of any development within the draft plan shall be subject to the City's Commissioner of Development Services and York Region being satisfied that adequate water supply and sanitary sewer capacity are available and allocated to service the development and allocation is formally granted by Markham Council.
- 4.2 Prior to the issuance of draft plan approval by the City's Director of Planning and Urban Design, the Owner shall enter into an agreement with the City securing its commitment not to market any residential units for which servicing allocation has not been confirmed.
- 4.3 The City reserves the right to revoke or reassign servicing allocation should construction not proceed in a timely manner.

5 Section 37 Contribution

- 5.1 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner shall enter into a Section 37 Agreement with the City, pursuant to Section 37 of the Planning Act and in accordance with the City's Official Plan policies, securing a contribution by the Owner of \$1445 per residential unit, in 2014 dollars, to be indexed to the Ontario rate of inflation as per the Consumer Price Index (CPI). Payments will be collected at the site plan agreement stage for each phase of development, indexed to the rate of inflation.

6 Holding Provisions

- 6.1 The zoning of the Draft Plan shall be subject to holding (H) provisions. Prior to the release of any lands for development, the Owner shall apply to the City to release the holding (H) provisions. Additional studies and supporting material may be required to the satisfaction of the City and other approval agencies/authorities and that additional agreements may be required to be executed, and financial guarantees submitted, prior to the City releasing the holding (H) provisions. Except in accordance with the applicable zoning by-law, the City will not be obliged to release the holding (H) provisions unless adequate road, transit, or other infrastructure is in place and water servicing capacity and sanitary sewer capacity have been confirmed and allocation assigned, or if the lands for which the holding (H) provision is requested to be lifted do not comply with the Council approved development phasing plan or any conditions precedent (triggers) set out in the applicable zoning by-law for removal of the hold (H).

7 Environmental Sustainability Measures

- 7.1 The Owner shall agree in the subdivision agreement to incorporate the following features into the design and construction of all buildings and structures to be developed on the lands within the Draft Plan, to the satisfaction of the City's Commissioner of Development Services:
- minimum LEED Silver certification.
 - connection to district energy system.
 - travel demand management plan including, but not limited to, participation in a car share program, unbundling of parking, and provision of bicycle facilities and storage.
 - building design and management to minimize bird strikes.
 - features to reduce heat island effect, minimize storm water run-off, increase infiltration, provide for rain water harvesting, grey water re-use, cool roofs or/and green roofs, permeable paving, urban landscaping and usable private open space, energy efficiency and general water conservation.
 - Markham Centre Advisory Performance Measures.
 - Mitigating measures that minimize the effects of wind at ground level as developed through modelling studies as agreed to by the City's Commissioner of Development Services.
 - Minimizing the impact of shadowing on adjacent properties as demonstrated through Sun/Shadow studies, whose terms of reference are to be agreed to by the City's Commissioner of Development Services.
 - Other City sustainability requirements.
- 7.2 The Owner acknowledges that the City may update its environmental sustainability requirements over time and that the subdivision agreement may require additional environmental sustainability measures to be incorporated into the design and construction of buildings and structures.

8 Heritage

- 8.1 Prior to final approval of the Draft Plan or any phase thereof, the Owner shall retain a qualified person to carry out and submit for approval an archaeological assessment for the lands within the Draft Plan or any phase thereof, to ensure the assessment and identification of appropriate treatment of archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City's Director of Planning & Urban Design and the Ontario 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 archaeological resources have been addressed to its satisfaction.
- 8.2 The subdivision agreement shall require the Owner to implement any measures recommended by the archaeological assessment, to the satisfaction of the City's Director of Planning & Urban Design and the Ministry of Culture.

9 Transportation Related Studies and Plans

- 9.1 Prior to final approval of the Draft Plan or any phase thereof, the Owner shall prepare, a Traffic Impact Study / Internal Functional Traffic Design Study to the satisfaction of the City and York Region. The Owner shall incorporate the requirements and criteria of the Traffic Impact Study into the draft approved plan and subdivision agreement.
- 9.2 The Owner shall covenant and agree in the subdivision agreement to implement the traffic calming measures identified in the Internal Functional Traffic Study. The Owner shall further covenant and agree to implement additional traffic calming measures, prior to assumption of the plan of subdivision, if it is determined by the City that additional traffic calming measures are required.

10 Roads

- 10.1 The road allowances within the draft plan shall be named to the satisfaction of the City and York Region.
- 10.2 The road allowances and lanes within the draft plan shall be dedicated as public highways, free of all costs and encumbrances to the satisfaction of the City.
- 10.3 The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed, secured and constructed in accordance with established municipal standards or to meet municipal operations requirements to the satisfaction of the City (Commissioner of Development Services).
- 10.4 The Owner shall convey, upon registration of the plan of subdivision, 0.3m reserves as required by the City or other agencies, free of all costs and encumbrances, to the satisfaction of the City.

- 10.5 The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles and any necessary easements, where required, at their cost. The Owner shall also covenant and agree in the subdivision agreement to remove them and restore the turning circles or easement to their normal condition at their cost when required by the City, to the satisfaction of the City (Commissioner of Development Services). The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the subdivision agreement to the satisfaction of the City.
- 10.6 The Owner shall covenant and agree in the subdivision agreement to provide permanent easements to the City for any services within private properties per City design criteria.
- 10.7 Rounding radius for all roadway intersections and roundabout radii shall be provided to the satisfaction of the City.
- 10.8 The Owner shall covenant and agree in the subdivision agreement that construction access will be restricted to Highway 7. Prior to any site alteration works, the Owner shall obtain the approval from the Region of York and provide the Director of Engineering with a copy of the Region's approval.
- 10.9 Special Conditions - Street 'C' (Rougeside Promenade)
- a) The Owner acknowledges that a portion of the right-of-way of Rougeside Promenade encroaches into lands which the City purchased for a stormwater management pond. The Owner agrees to purchase the required lands from the City, on payment of the cost of lands as per the City policy.
- 10.10 Special Conditions - Street 'G'
- a) The Owner shall agree in the subdivision agreement to be responsible for 50% of the cost to design, construct and maintain until Assumption of Street 'G' from Highway 7 to Rougeside Promenade. The Owner further agrees to enter into a separate tri-party agreement with the City and the owner of the lands directly to the west of the Owner's lands, if required by the Director of Engineering, for the construction of Street 'G'. The owner to the west of the Owner's lands is responsible under its subdivision agreement for the other 50% cost to design, construct, and maintain until Assumption Street 'G' from Highway 7 to Rougeside Promenade. The separate tri-party agreement will provide for the construction of Street 'G' from Highway 7 to Rougeside Promenade, including the construction of a traffic signal(s) at Street G and Highway 7 during Phase 1 of the construction of its draft plan of subdivision to the satisfaction of the City.
- b) The Owner and the City acknowledge that the traffic signal at the intersection of Street G and Highway 7 will be constructed on the understanding that the Owner and the owner of the lands directly to the west will each be 50% responsible for the cost of constructing the traffic signal subject to any contribution by other benefitting landowners. The subdivision agreement shall further provide that the City will seek reimbursement from York Region for the traffic signals and the City will then

reimburse the Owner (and the owner of the lands to the west) in the same proportion as each party paid for the original installation cost.

- c) The Owner shall covenant and agree in the subdivision agreement to construct Street 'G' to the satisfaction of the Director of Engineering. The timing and arrangements for the construction of Street 'G' shall be to the satisfaction of the Director of Engineering.

10.11 Special Conditions - Street 'H'

The Owner shall agree in the subdivision agreement to be responsible for 100% of the cost of design, construction and maintenance (until Assumption by the City) of interim Street 'H', which lies within its lands, (right-of-way width of 14.4 metres), from Highway 7 to Rougeside Promenade, to the satisfaction of the Director of Engineering and York Region.

10.12 Private Condominium Roads

- a) The Owner is proposing to include private condominium roads as part of the local road network. Such roads shall be subject to the following requirements:
- The private roads, sidewalk, boulevard and illumination shall be designed and built in accordance with the guidance contained in the finalised Precinct Plan, to the satisfaction of the City.
 - The boulevard design, illumination, street furniture and street tree planting along private roads shall follow the Markham Centre Streetscape Standards 2011, as amended from time to time, and the guidelines contained in the Trees for Tomorrow Streetscape Manual 2009, as amended from time to time.
 - The east-west private condominium road parallel to Highway 7 shall align directly across Street "G" with the existing driveways to the west to the satisfaction of the Director of Engineering.
- b) The Owner shall agree in the subdivision agreement to convey public access easements to the City over the private condominium road(s), governing the manner in which these roads will function, including level of service and maintenance and liability obligations.

11 **Transportation Demand Management (TDM)**

- 11.1 Prior to execution of the subdivision agreement, the Owner shall prepare a Transportation Demand Management Plan (TDM Plan), for review and approval by the City, that outlines strategies for the subject area to improve available transportation options, reduce auto dependence and increase the mode share of non-auto modes. The Owner shall covenant and agree in the subdivision agreement for the first phase and subsequent phases to implement the recommendations of the TDM plan, which shall be binding on future owners of the development blocks and condominium corporations.

- 11.2 The subdivision agreement shall include warning clauses regarding requirements of the TDM Plan that future owners shall implement. The Owner shall provide a site-specific TDM Plan for each Block upon City's request. Requirements of the TDM Plan shall include, but not be limited to:
- Provision of cycling and walking support facilities (i.e. long-term and short-term bicycle storage, sidewalk access)
 - Provision of transit subsidy/incentive program provided to residential purchasers to encourage transit use
 - Provision of shared parking spaces for residents, visitors and retail users
 - Provision of "Unbundling" parking spaces from all residential units in the condominium development
 - Provision of a recognized car-share program that includes reserved parking spaces for on-site car-share vehicle, subsidized membership fees for all residential units and subsidized any unmet revenue to sustain the program
 - Working with Smart Commute Markham, Richmond Hill (Transportation Management Association) or its successor
 - Provision of information board/kiosk at public area (i.e. lobby) to display transit and TDM information for residents, employees, visitors and customers.
 - Provision of welcome package prepared and distributed to new and perspective residents to promote alternative transportation options, as well as all on-site TDM facilities
 - Provision of a monitoring program to evaluate the success of the proposed TDM measures and to determine future enhancement (i.e. mode split, pre/post-occupancy survey, bicycle parking usage)
- 11.3 The owner acknowledges and agrees that the City may require the TDM Plan to be updated for any phase beyond the first phase to respond to updates to the Secondary Plan and implementing studies/plans/guidelines, and City and Public Agency requirements.
- 11.4 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 City, to ensure compliance with TDM requirements.
- 11.5 Prior to the issuance of draft plan approval by the City, the Owner shall enter into an agreement with the City securing its commitment not to market any residential units for which TDM condition has not been confirmed

12 Non-motorised travel (cycling, walking and wheeling)

- 12.1 Prior to execution of a subdivision agreement for the first phase of the Draft Plan, the Owner shall submit a comprehensive plan for review and approval by the City (Director of Engineering) illustrating how the transportation system will accommodate bicycle usage and pedestrian activity within Markham Centre, and in the context of the City of Markham's Cycling Master Plan & Pathways and Trails Master Plan, how the system would connect to the overall bicycle and pedestrian network. The Owner shall

covenant and agree in the subdivision agreement for the first phase and subsequent phases to implement the recommendations of the comprehensive plan.

13 Noise

- 13.1 Prior to execution of a subdivision agreement for any phase of the Draft Plan, the Owner shall submit a Noise Impact Study, prepared by a qualified noise consultant, for the applicable phase, with recommended mitigation measures for noise generated by road traffic and other identified noise sources, as per City criteria. 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.
- 13.2 The Owner shall covenant and agree in the subdivision agreement to incorporate noise warning clauses such that owner/developer of each development block shall be required to carry out detailed noise studies at the site plan application stage and to implement recommendations from such studies.

14 Stormwater Management

- 14.1 Prior to execution of the subdivision agreement for any phase of the Draft Plan, the Owner shall submit a stormwater management study in accordance with the Master Servicing Drainage Plan dated January 2013 prepared by SCS Consulting Group Ltd or any subsequent amendments approved by the Director of Engineering. The study shall be prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and sediment controls for approval by the City and the TRCA.
- 14.2 Prior to release for registration of any phase of the Draft Plan, the Owner shall provide a sample monitoring and periodic maintenance program of private SWM facilities for review and acceptance by the Director of Engineering. The Owner shall covenant and agree in the subdivision agreement to include warning clauses to be registered on title regarding ownership, monitoring, operations, City's right to access and inspect, compliance requirements, and periodic maintenance program of private stormwater management facilities by the future condominium corporations.
- 14.3 The Owner shall covenant and agree in the subdivision agreement to undertake the monitoring of watercourse temperatures which may be affected by storm drainage from its development, subject to consultation with, and to the satisfaction of the City.
- 14.4 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the City's Standards and all applicable guidelines prior to proceeding with any on-site works and more particularly topsoil stripping.

15 Environmental Site Assessment (ESA)

- 15.1 Prior to the execution of the subdivision agreement for the first phase of the Draft Plan, the Owner shall submit an environmental site assessment report(s) prepared by a Qualified Person for the applicable phase in accordance with the Record of Site Condition Regulation (O. Reg. 153/04). The report(s) shall describe the current conditions of the land to be conveyed to the City and any proposed remedial action plan, for peer review and concurrence. The Owner shall pay all costs (including admin fee) associated with the City retaining a third-party reviewer for the peer review service.
- 15.2 At the completion of any necessary site remediation process, the Owner shall submit certification from the Qualified Person that the necessary clean up has been carried out and that the land to be conveyed to the City meets the Site Condition Standards of the intended land use.
- 15.3 The Owner shall file a Record of Site Condition on the Provincial Environmental Site Registry for the land to be conveyed to the City.
- 15.4 The Owner shall covenant and agree in the subdivision agreement that if during construction of any infrastructure or building within the subdivision contaminated soils are discovered, the Owner shall submit a further remedial action plan to the City for peer review and concurrence prior to carrying out the clean up, to the satisfaction of the Director of Engineering.

16 Groundwater Dewatering

- 16.1 The Owner shall agree in the subdivision agreement to prepare a ground water constraint assessment that will examine existing and proposed ground water levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure, to the satisfaction of the Director of Engineering. Interactions between untreated (or insufficiently treated) surface and groundwater, shallow ground water, and dewatering requirements must be identified, with refinements and/or revisions made as necessary to the stormwater management system to mitigate against any potential impacts, to the satisfaction of the City. No permanent dewatering of groundwater or interflow associated with any component of this development shall be permitted, unless it can be demonstrated to the satisfaction of the City, that any potential impacts to groundwater resources can be adequately mitigated.

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 Municipal Services

- 18.1 The Owner shall acknowledge and agree in the subdivision agreement that final approval of any phase of the Draft Plan shall be subject to adequate sanitary sewer capacity and water supply being allocated to the Draft Plan by City Council.
- 18.2 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner shall prepare, to the satisfaction of the Director of Engineering, a Functional Servicing Report in accordance with the MESP to determine the infrastructure required for all municipal services internal to the subdivision. Any requirements resulting from this Report shall be incorporated into the Draft Plan and provided for in the subdivision agreement(s).
- 18.3 The Owner shall covenant and agree in the subdivision agreement that they shall 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 Director of Engineering.
- 18.4 Prior to execution of the subdivision agreement for any phase of the Draft Plan, detailed engineering drawings shall be provided by the Owner which will include, but not be limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, pavement marking and signage plans, stormwater management detail plans, etc., in accordance with the MESP where applicable, to the satisfaction of the Director of Engineering.
- 18.5 The Owner agrees to co-ordinate the planning and installation of all underground and at-grade utilities in a manner that minimizes their cross-sectional profile and as detailed in the Markham Centre Streetscape Manual 2011, as amended from time to time.
- 18.5 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 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.

19 Recycling

- 19.1 The Owner shall covenant and agree in the subdivision agreements to:
- purchase from the City two recycling containers upon application for occupancy permits so that each purchaser may participate in a waste diversion program;
 - ensure that the containers and educational materials are deposited in each home on or before the day closing;
 - contact the City at least four weeks in advance of occupation to arrange an appointment time in which blue boxes, green bins and kitchen collectors are to be collected by the Owner;

- pay the City the cost for the containers and units. The Owner covenants and agrees to collect from the City all required recycling containers, and that all containers shall be provided to the purchasers at the same cost as paid to the City.

20 Development Charges

- 20.1 The Owner covenants and agrees to pay all applicable Area Specific and City-Wide Development Charges, as required by, and at the time they become due under, the applicable Development Charge By-laws, as they may be amended or re-enacted from time to time.
- 20.2 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.

21 Easements

- 21.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of any phase of the Draft Plan. 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 City.

22 Utilities

- 22.1 Prior to execution of the subdivision agreement for any phase of the Draft Plan, the Owner shall prepare an overall utility distribution plan (Composite Utility Plan), if required by the City, to the satisfaction of the City and all affected authorities.
- 22.2 The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, gas, district energy, Canada Post and television cable services, and any other form of telecommunication services shall be constructed at no cost to the 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 (Commissioner of Development Services) and authorized agencies.
- 22.3 The Owner shall covenant and agree in the subdivision agreement 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 buildings within the subdivision as and when each building is constructed.
- 22.4 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Canada

Post, Powerstream, Markham District Energy, Enbridge Gas, telecommunications companies, etc. and to undertake to provide the services in a manner which complies with approved streetscape design criteria for Markham Centre, and which serves to minimize the exposure of above grade service structure/equipment.

22.5 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 approved streetscape design criteria for Markham Centre.

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

23 Fire Department

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

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

24 Tree Preservation

24.1 The Owner shall submit for approval a tree assessment and tree preservation plan as prepared by a qualified Landscape Architect in good standing with the O.A.L.A., or a certified Arborist, 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.

24.2 The Owner shall submit a site grading plan showing the 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.

24.3 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.

- 24.4 The Owner shall submit for approval, as part of the tree assessment and tree preservation plan, in accordance with the City of Markham Streetscape Manual (dated 2009, as amended from time to time) 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.

25 Precinct Plan

- 25.1 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner shall finalize the Precinct Plan endorsed in principle by Development Services Committee of Markham Council on January 14, 2014 for approval by the Commissioner of Development Services.
- 25.2 Any substantive changes to the Precinct Plan shall require the approval of the Council of the City of Markham.
- 25.3 The Owner shall agree in the subdivision agreement to incorporate the requirements and criteria of the approved Precinct Plan into all municipal works, public and private infrastructure, site plan and building permit applications within the plan of subdivision.
- 25.4 The Owner acknowledges that the City may require the Owner to undertake additional studies or prepare additional guidelines to address particular design objectives.

26 Streetscape Master Plan

- 26.1 Prior to final approval of the Draft Plan or any phase thereof, the Owner shall prepare at no cost to the City and submit a Streetscape Master Plan based on the finalized Precinct Plan and the applicable streetscape standards, to the satisfaction of the Director of Planning and Urban Design. The Plan is to be prepared by a qualified landscape architect in good standing with the O.A.L.A. and shall include the following:
- Boulevard design and street tree planting in accordance with Markham Centre Streetscape Standards 2011, as amended from time to time and Trees for Tomorrow Streetscape Manual 2009, as amended from time to time;
 - Streetscape along Highway 7, Street “C” (Rougeside Promenade), Street “G” and Street “H”;
 - Any other landscaping as determined by the Precinct Plan and site plans;
 - Grading and composite utility information;
 - Street furniture and lighting details;

- Proposed public art locations and details; and
 - Roadway ROW cross-sections indicating the location of future at-grade and below-grade utilities in conjunction with street furniture and trees; and
 - Future transit stops locations and details.
- 26.2 Prior to final approval of the Draft Plan or any phase thereof, the Owner covenants and agrees to provide a phasing plan for the Streetscape Master Plan. The phasing plan is to include triggers for the installation of upgraded landscape and streetscape works based on the finalized Precinct Plan.
- 26.3 The City recognises that the final streetscaping and landscaping will be phased and there may be the need for an interim treatment for the public right-of-way. The Owner covenants and agrees that any interim treatment that does not conform to the Streetscape Master Plan shall be fully removed and replaced at the Owner's expense in accordance with the Streetscape Master Plan.
- 26.4 The Owner covenants and agrees that the detailed design and construction management of all landscaping shall be at no cost to the City and in accordance with the provisions of the approved landscape plans.
- 26.5 Streetscaping and landscaping shall be completed by the Owner at its expense and shall be in accordance with the approved Streetscape Master Plan, subject to detailed site plans approved by the City. The Owner agrees to pay for all landscaping requirements including street tree planting adjacent to and for planting of the medians in accordance with the Streetscape Master Plan. This payment shall be made at the time of execution of the Site Plan Agreement for each phase of development to the satisfaction of the Commissioner of Development Services.
- 26.6 The Owner shall covenant and agree that provision shall be made in the subdivision agreements for a letter of credit, in an amount to be determined by the City, to ensure compliance with the approved Streetscape Master Plan and Implementation Plan.
- 26.7 The owner acknowledges and agrees that the City may require the Streetscape Master Plan to be updated for any phase beyond the first phase to respond to updates to the Secondary Plan and implementing studies/plans/guidelines, and City and Public Agency requirements.

27 Public Parks and Open Spaces

- 27.1 The Owner covenants and agrees to enter into the finalised Markham Centre Parkland Delivery Agreement prior to registration of the first phase of the Draft Plan or to prepare and enter into an alternate Parkland Delivery Agreement to the satisfaction of the City Solicitor and the Commissioner of Development Services prior to execution of the subdivision agreement for the first phase.

- 27.2 The Owner shall convey Blocks 4 and 6 to the City for park and/or environments buffer purposes, free of all costs and physical and title encumbrances, save and except those permitted circumstances, and in accordance with the finalised Markham Centre Parkland Delivery Agreement or alternate Parkland Delivery Agreement. These Blocks shall be conveyed in a physical condition which is satisfactory to the City. The timing and conditions to be met by the developer prior to the land being conveyed to the Town shall be outlined in the Parkland Delivery Agreement to the satisfaction of the Town Solicitor and the Commissioner of Development Services. The Agreement shall include requirements related to interim physical conditions, interim public use and private maintenance obligations for the future public park blocks prior to the time of conveyance.
- 27.3 The Owner shall convey Block 7 to the City for valleyland purposes, free of all costs and physical and title encumbrances, save and except those permitted circumstances, and in accordance with the finalised Markham Centre Parkland Delivery Agreement or alternate Parkland Delivery Agreement. This Block shall be conveyed in a physical condition which is satisfactory to the City. The timing and conditions to be met by the developer prior to the land being conveyed to the City shall be outlined in the Parkland Delivery Agreement to the satisfaction of the City Solicitor and the Commissioner of Development Services. The Agreement shall include requirements related to interim physical conditions, interim public use and private maintenance obligations for the future public park blocks prior to the time of conveyance.
- 27.4 The Owner acknowledges that the parkland dedication requirements have been established based upon the finalised Precinct Plan and that additional cash-in-lieu for parkland dedication may be required at the time of review and approval of subsequent planning applications and/or proposals, should the person-per-unit calculations increase or the mix of commercial and retail floor area change or any amendments are made to the finalised Precinct Plan.
- 27.5 The Owner acknowledges and agrees that the determination of value of the required parkland for each phase shall be determined at the time of registration of the applicable phase consistent with the values set at the time by the City, provided the Owner is a member in good standing of a recognized landowners group.
- 27.6 The City reserves the right to require, as an alternative or in the event that the Owner fails to comply with any of the conditions outlined herein, 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.
- 27.7 The Owner proposes to convey the surface strata of Block 4 to the City for public park use and retain the below grade strata for private use. The City reserves the right to accept conveyance of this block as a public park; if such an acceptance is forthcoming, these park lands will be subject to the conditions outlined herein.27.8. Any strata park, if accepted by the City as a public park, will have a minimum finished grade that is 1.5 metres above the top of grade elevation of the parking structure.
- 27.8 The Owner covenants and agrees to enter into Maintenance, Easement and Continuing Indemnity Agreement for each of the blocks with encumbrances to satisfaction of the City Solicitor.

- 27.9 The Owner covenants and agrees to enter into agreements with the City, to the satisfaction of the City Solicitor and the Commissioner of Development Services, to be registered on title to each of the blocks, to secure arrangements for the park development process, design elements, engineering details, any required additional studies and the process for conveyance of the blocks for public parks in accordance with the finalised Precinct Plan, the Park Delivery Agreement, and Phasing Plan.
- 27.10 All park blocks shall be conveyed in a physical condition which is satisfactory to the Director of Engineering and Director of Planning and Urban Design.
- 27.11 The Owner agrees to complete to the City's satisfaction the Final Park Plans in accordance with the finalised Precinct Plan, Phasing Plan and Park Delivery Agreement in consultation with the City and the public, and prepare contract documents, cost estimates and supervise construction to the satisfaction of the City.
- 27.12 The Owner shall covenant and agree in the subdivision agreements to post approved copies of any Conceptual Park Development Master Plans for the park blocks in all sales offices for dwelling units within the draft plan of subdivision.
- 27.13 The Owner agrees to implement construction of the public parks per the applicable agreements and acknowledges that should the works not be completed to the satisfaction of the Commissioner of Development Services, the City will do the work as required and draw on the letters of credit for all costs so incurred, including a 10% Contract Administration fee.
- 27.14 The Owner agrees to install interim landscaping in accordance with the finalised Precinct Plan and Park Delivery Agreement for the park blocks and adjoining future building phases. The Owner agrees to be responsible for all costs associated with maintaining any interim landscaping on the park blocks and adjoining future building phases. The Owner agrees that should be maintenance works not be implemented to the satisfaction of the Commissioner of Development Services, the City will do the work as required and draw on the letters of credit for all costs so incurred, including a 10% Contract Administration fee.
- 27.15 The Owner agrees to be responsible for the maintenance of the park to City standards from the time it is built until such time as the City has assumed the park or parts of the park for maintenance. Prior to the City accepting the park for maintenance, the Owner shall enter into agreements relating to the maintenance of the interface between the public and private lands.
- 27.16 The Owner agrees to tender out all phases of construction of the park works in accordance with Markham's Purchasing By-law.

28 Public Art

- 27.1 The Owner shall covenant and agree to deliver public art in accordance with the endorsed Precinct Plan and with the City's Public Art Policy to the satisfaction of the Director of Planning and Urban Design, and the Director of Culture.

29 Bell Canada

- 29.1 Prior to the execution of the subdivision agreement for the first phase, the Owner shall enter into an agreement (Letter of Understanding) with Bell Canada complying with any underground servicing conditions imposed by the municipality, and if no such conditions are imposed the owner shall advise the municipality of the arrangement made for such servicing.
- 29.2 The Owner shall provide to Bell Canada one or more conduit or conduits of sufficient size from each unit to the electrical room and one or more conduits from the electrical room to street line.

30 Canada Post

- 30.1 The Owner shall covenant and agree in the subdivision agreements to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City 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 approved streetscape design criteria for Markham Centre.
- 30.2 Prior to execution of the subdivision agreement for any phase of the Draft Plan, the Owner will consult with Canada Post Corporation and work co-operatively with the City to identify suitable locations for Canada Post facilities, such as within or adjacent to buildings.

31 Enbridge Consumers Gas

- 31.1 The Owner shall covenant and agree in the subdivision agreements to:
- install all of the natural gas distribution system within the proposed road allowances;
 - grade all streets to final elevation prior to the installation of the gas lines;
 - provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Consumers Gas; and
 - co-ordinate the preparation of an overall utility distribution plan to the satisfaction of all effected authorities.

32 Markham District Energy

- 32.1 Prior to release for registration of any phase of the Draft Plan, the Owner shall enter into an agreement with Markham District Energy for the provision of a centralized heating and cooling system for all buildings in the draft plan. Prior to execution of the subdivision agreement for any phase, the design of the District Energy network and trench requirements in all right-of-ways shall be reviewed and approved by the Director of Engineering in consultation with Markham District Energy.

33 Powerstream

- 33.1 Prior to release for registration of any phase of the Draft Plan, and at least 9 months prior to construction of the subdivision, the Owner shall contact Powerstream to review the proposed development draft plan, and provide Powerstream with all required information including draft plans of subdivision, legal plans, the legal name of the subdivision and developer, and any additional information required by Powerstream to design and estimate the costs of electrical services required for the subdivision.

34 Regional Municipality of York

- 34.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the local municipality and York Region.
- 34.2 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.
- 34.3 The Owner shall agree in the Subdivision Agreement that 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.
- 34.4 Prior to final approval, a Functional Servicing Report (FSR), which includes water and wastewater servicing and drainage plans, shall be submitted to York Region for review. The wastewater servicing plan shall clearly identify any external areas serviced by the subdivision and the water servicing plan shall clearly identify any pressure-reducing valves, if required.
- 34.5 For all lands, the Holding (H) provisions of Section 36 of the *Ontario Planning Act* shall be used in conjunction with all residential zone categories in order to ensure that final plan approval and development of these lands does not occur until such time as the Holding (H) symbol is removed in accordance with the provisions of the *Ontario Planning Act*. The Zoning Bylaw shall specify the terms under which Council may consider the removal of the Holding (H) symbol. Said terms shall include a minimum of the following:
- The City of Markham approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or,
 - York Region has advised in writing that the required infrastructure to support the capacity assignment associated with this development will be completed within a time period acceptable to the Region (usually 6 months to 36 months depending on the complexity of the development) to permit the plan registration; or,

- The Regional Commissioner of Environmental Services confirms servicing allocation for this development by a suitable alternative method and the City of Markham allocates the capacity to this development.
- 34.6 The Owner shall agree in the Subdivision Agreement that any direct connection to a York Region water or wastewater system requires Regional approval prior to construction. Engineering drawings showing details of the connection shall be submitted for approval.
 - 34.7 Prior to final approval, the Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required Regional road improvements for this subdivision. The report/plan, submitted to the Transportation and Community Planning Department for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
 - 34.8 Prior to final approval, the Owner shall provide a written undertaking, to the satisfaction of the Transportation and Community Planning Department that the Owner agrees to implement the recommendations of the functional transportation report/plan as approved by the Transportation and Community Planning Department.
 - 34.9 Prior to final approval, the Owner shall submit detailed engineering drawings, to the Transportation and Community Planning Department for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by the Transportation and Community Planning Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, erosion and siltation control plans, site grading and servicing, plan and profile drawings for the proposed intersections, construction access and mud mat design, utility and underground servicing location plans, pavement markings, electrical drawings for intersection signalization and illumination design, traffic control/construction staging plans and landscape plans.
 - 34.10 Prior to final approval, the Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Three (3) sets of engineering drawings (stamped and signed by a professional engineer), and MOE forms together with any supporting information shall be submitted to the Transportation and Community Planning Department, Attention: Mrs. Eva Pulnicki, P.Eng.
 - 34.11 Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Transportation and Community Planning Department and illustrated on the Engineering Drawings.
 - 34.12 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation and Community Planning Department, 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.

- 34.13 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation and Community Planning Department, that elevations along the streetline shall be 0.3 metres above the centreline elevations of the York Region roadway, unless otherwise specified by the Transportation and Community Planning Department.
- 34.14 Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
- All existing woody vegetation within the York Region road right of way,
 - 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,
 - 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-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.
 - A planting plan for all new and relocated vegetation to be planted within the York Region road right of way, based on the following general guideline:

Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed and included in the subdivision agreement, they will require the approval of the City and be supported by a Maintenance Agreement between the City and the Region for City maintenance of these features; any such Maintenance Agreement should indicate that where the area municipality does not maintain the feature to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.
- 34.15 Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the Transportation and Community Planning Department recommending noise attenuation features.
- 34.16 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Transportation and Community Planning Department, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Transportation and Community Planning Department.
- 34.17 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Transportation and Community Planning Department, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.

34.18 The following warning clause shall be included in a registered portion of the subdivision agreement with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".

34.19 Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in the subdivision agreement, in wording satisfactory to York Region's Transportation and Community Planning Department, as follows:

- That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
- 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;
- That maintenance of the noise barriers and fences bordering on York Region right-of-ways shall not be the responsibility of York Region; and
- That any landscaping provided on York Region right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by the Transportation and Community Planning Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.

34.20 Prior to final approval, the Owner shall agree that the following lands will be conveyed to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region Solicitor:

- A widening across the full frontage of the site where it abuts Highway 7 of sufficient width to provide a minimum of 22.5 metres from the centreline of construction of Highway 7, and
- A 10.0 metre by 10.0 metre daylight triangle at the intersection of Highway 7 and Street 'G', and
- A 0.3 metre reserve across the full frontage of the site, except at the approved access location, where it abuts Highway 7 adjacent to the above noted widenings.

34.21 Prior to final approval, in order to determine the property dedications (if any) required to achieve the ultimate right-of-way width of Highway 7 abutting the subject site, the applicant shall submit a recent plan of survey for the property that illustrates the existing centre line of construction of Highway 7.

34.22 Prior to final approval, 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.

- 34.23 Prior to final approval, York Region requires the Owner to submit to it, in accordance with the requirements of the *Environmental Protection Act* and O. Reg. 153/04 *Records of Site Condition Part XV.1 of the Act* (as amended), a Phase I environmental site assessment prepared and signed by a qualified professional, of the Owner's lands and more specifically of the lands to be conveyed to York Region (the "Assessment"). Based on the findings and results of the Assessment, York Region may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required. The Assessment and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands to be conveyed must to be addressed to York Region, contain wording to the effect that York Region shall be entitled to rely on such reports or documentation in their entirety, and such reports or documentation shall be satisfactory to York Region.
- 34.24 Prior to final approval, the Owner shall certify, in wording satisfactory to the Transportation and Community Planning Department, that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance, dangerous good, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under all lands to be conveyed to York Region (including soils, substrata, surface water and groundwater, as applicable): (i) at a level or concentration that exceeds the *Environmental Protection Act* O. Reg. 153/04 full depth generic site condition standards applicable to the intended use that such lands will be put by York Region at the time of conveyance or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or emanating from such lands in such a way, that would result in liability under applicable environmental laws. The Assessment, any subsequent environmental reports or other documentation and the Owner's certification shall be done at no cost to York Region.
- 34.25 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Transportation and Community Planning Department, to be responsible to decommission any existing wells on the owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
- 34.26 The Owner shall agree prior to the development approval of any development blocks in this plan of subdivision, that direct vehicle access from Blocks 1 and 2 to Highway 7 will not be permitted. Access must be obtained through the internal road network.
- 34.27 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation and Community Planning Department, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's right-of-way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
- 34.28 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Transportation and Community Planning Department that the Owner will be responsible

for determining the location of all utility plants within York Region right-of-way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

34.29 Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Transportation and Community Planning Department, outlining all requirements of the Transportation and Community Planning Department.

34.30 Prior to final approval, the Owner shall agree to provide direct walking and cycling connections to adjacent streets and land uses, as well as on-site pedestrian and cycling facilities (e.g. sufficient bicycle racks and bicycle parking at convenient locations), to the satisfaction of the City of Markham and York Region. York Region and the City of Markham will not assume any financial responsibility for implementing the provision of the pedestrian and cycling connections and facilities.

34.31 Prior to final approval, the Owner shall agree to develop, implement, and monitor a comprehensive Transportation Demand Management (TDM) program/plan, to the satisfaction of the Region and the City of Markham. The TDM Program may include but not be limited to the following measures:

- Provide a checklist that identifies the programs/measures, associated costs, and agencies that will carry out the implementation;
- Provide all new residents with information on available pedestrian, trails, cycling, and transit facilities and carpool options including community map, York Region Transit route map, Go Transit route map and schedule;
- Reduce parking supply, where appropriate, in consultation with the City of Markham;
- Provide carefully planned, safe, illuminated and convenient pedestrian walkways and sidewalks linking the buildings and to bus/transit stops, where appropriate;
- Provide high quality pedestrian amenities such as benches and garbage receptacles, where appropriate;
- Provide sufficient, secure and convenient bicycle racks and bike parking on the site to promote the usage of this sustainable mode of transportation;
- Develop and implement TDM measures/programs for the commercial component of the proposed development.
- Explore other incentives (e.g. transit passes) to encourage uses of sustainable transportation modes to and from this development;

- Implement a monitoring program to report on the effectiveness of the recommended TDM measures/programs.

York Region and the City of Markham will not assume any financial responsibility for implementing the provision of the TDM Program.

34.32 The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial or otherwise, of the Regional Corporation; Regional Development Charges are payable prior to final approval in accordance with By-law #2012-36.

34.33 The Regional Transportation and Community Planning Department shall advise that Conditions 34.1 to 34.32 inclusive, have been satisfied.

35 Toronto and Region Conservation Authority

35.1 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 final engineering report that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands, and how it will comply with all TRCA requirements. This report shall include:
 - Plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how pre-development flows will be maintained during and post-development;
 - Appropriate stormwater management practices (SWMP's) to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources, including how it relates to terrestrial and aquatic species and their habitat, in addition to natural features and systems. The existing drainage patterns should be maintained, to the greatest extent possible. Consistent with TRCA's Guidelines, the existing ecological function of all headwater drainage features is to be preserved;
 - Proposed methods for controlling or minimizing erosion and siltation on-site and in downstream areas during and after construction, in accordance with the most current Sediment and Erosion Control Guidelines utilized by the TRCA;
 - Location and description of all outlets and other facilities, grading, site alterations, and development which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourse

Regulation with all supporting technical information.

- Development limit “constraint” mapping for areas adjacent to natural features, showing all of the following that are applicable to the site: stable slope lines (including toe erosion, meander belt limits, 100 year erosion limits, MNR natural hazard allowances, long-term stable slope lines) Regional Storm floodlines, top of bank, City of Markham Greenlands System, required Endangered Species Act setback (if applicable), and required buffers, for the proposed draft plan to the satisfaction of the TRCA;
 - Mapping of floodlines, 100 year erosion limits and meander belt limits as they pertain to any stormwater management ponds or outlets, bridges or other infrastructure proposed within, under, or adjacent to a valley or stream corridor that service the subject property, or are located thereon. This mapping, which must be supported by all necessary engineering analysis must also indicate any potential alterations to the above, which may occur as a result of the proposed development, and how the proposal meets TRCA policy requirements;
 - Mapping of proposed stormwater management measures, with consideration for existing vegetation to be disturbed, grade differentials and grading required, opportunities for minimizing impacts on the river corridor through an erosion assessment, and the employment of on-site and conveyance controls;
 - Details on how existing baseflow volumes are being maintained to the greatest possible extent in all areas of the property during low flow conditions;
 - Design of flow dispersal measures associated with the stormwater management outlet to reduce potential erosion and maximize potential infiltration, and the integration of a naturalized outlet channel;
- b. Grading plans illustrating that all works, including all grading, site alteration, or materials associated with these activities will be contained within the development lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within the natural features, valley, and stream corridors. No grading, fill placement or storage of materials shall be permitted within environmental buffer areas. No retaining walls within the valley or stream, natural areas or associated buffer blocks shall be permitted, beyond those approved by the TRCA. Additionally, any retaining walls within lands on which development and/or site alterations are to occur must be sufficiently set-back from any adjacent natural areas or buffer blocks to allow for their on-going repair and maintenance without disturbance to the adjacent natural areas or associated buffer blocks.

- c. Provide a water balance report, where the proponent provides details confirming how the site maintains the 5mm on-site retention through LIDs as outlined in the approved preliminary SWM Report. As a component of the water balance report, a monitoring program be provided to assess the functioning and effectiveness of the proposed stormwater on-site infiltration. And, to provide the requisite funding for the long-term monitoring of this system (3 years of continuous monitoring once the facility is operational) to the satisfaction of the TRCA. Financing for the monitoring should be provided through the subdivision agreement.

Further, a component of the assessment should also consider LEED and Energy Star certification (or equivalent as applicable), stormwater management best management practices, sustainable community design elements, and low impact development measures.

- d. A detailed water balance implementation report that will identify measures that will be implemented to the extent possible to: maintain groundwater infiltration on-site; mimic the pre-development surface and groundwater water balance to the greatest possible extent; mitigate against any potential on-site or downstream erosion associated with the stormwater management system; maintain baseflow contributions to the Rouge River to the satisfaction of TRCA staff. This study must provide detailed design of the system(s), and implementation information and measures.
- e. A ground water constraint assessment that will examine existing and proposed ground water levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. Interactions between untreated (or insufficiently treated) surface and groundwater, shallow ground water, and dewatering requirements must be identified, with refinements and/or revisions made as necessary to the stormwater management system to mitigate against any potential impacts, to the satisfaction of the TRCA. No permanent dewatering of groundwater or interflow associated with any component of this development shall be permitted. The need for liners associated with the stormwater management system shall be assessed, and suitable liners shall be provided where necessary. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated.
- f. Information (as submitted to MOE) detailing all anticipated temporary dewatering that may be required during the construction phase, including anticipated volumes, duration, discharge locations, and filtration media - as required, to the satisfaction of the TRCA, for the purposes of determining whether a TRCA permit is required.

- g. Detailed design of infiltration measures and stormwater management best management practices with anticipated performance targets, maintenance requirements, and a long-term monitoring strategy to the satisfaction of the TRCA.
- h. That a scoped EIS be completed to the satisfaction of the TRCA, and shall include ELC limits as a component of the EIS data collection, and a memo highlighting the potential impacts of the road location and the mitigation approach to be undertaken.
- i. That adequate geotechnical, hydrogeology and fluvial geomorphology reports be completed for the proposed development to the satisfaction of the TRCA.
- j. That 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, and those related to any associated infrastructure or stormwater management works required to support this development that may be located off of the subject property.
- k. That a natural system enhancement strategy be completed, including comprehensive enhancement (and planting) plans to the satisfaction of the TRCA, for all existing valleyland, Greenlands System areas.
- l. That a supplementary environmental enhancement strategy be completed for all areas disturbed within and adjacent to valley and stream corridors as a result of construction or infrastructure. These plans must identify that a significant net environmental gain has been provided with respect to terrestrial and aquatic habitat and cover, as result of proposed disturbance or adjacent works.
- m. That natural enhancements be provided within the valleylands and Greenlands System on the subject property, to achieve a significant net environmental gain,, to the satisfaction of the TRCA.
- n. That all stormwater outfalls and outflow channels be: naturalized; designed to incorporate TRCA's most current design guidelines; and be designed to where possible provide additional enhancements to water quality, quantity control, thermal impacts mitigation, and habitat.
- o. That the applicant attain all necessary approvals and permissions from the Ministry of Natural Resources, which may include those required under the Endangered Species Act, and confirmation of self-assessment from the Department of Fisheries and Oceans Canada that may be required for this development, its' servicing, or any component thereof.
- p. That all Greenlands System blocks be dedicated to the City of Markham, and preserved and enhanced in a naturalized state - consistent with Markham's Greenlands System Plan.

35.2 The implementing zoning by-law contain requirements to the effect that:

- a. The valley and stream corridors, environmental buffer blocks, Greenlands System lands and floodprone lands associated with this plan of subdivision (specifically floodprone Block 7 and environmental buffer Block 6), be zoned in an environmental protection, hazard 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. Stormwater Management facilities, and associated infrastructure that are permitted by the TRCA and City of Markham within Greenland System or buffer areas shall not be subject to this requirement;
- b. Provide for sufficient setbacks on blocks and lots, located adjacent to the Rouge River corridor, to allow for long-term maintenance of all structures without disturbance to the adjacent natural areas and associated buffers, and which will not preclude natural regeneration and the maturation thereof, or planned uses within the Greenlands System or buffer lands;

35.3 The owner shall agree in the subdivision agreement, in wording acceptable to the TRCA:

- a. to carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical report and plans referenced in TRCA's conditions, including but not limited to the Functional Servicing Report, prepared by SCS Consulting Group Ltd., dated August 2012, revised November 2013, and the Preliminary SWM Report, prepared by SCS Consulting Group Ltd., dated August 2012, revised November 2013;
- b. to implement the requirements of the TRCA's conditions in wording acceptable to the TRCA;
- c. to design and implement on-site erosion and sediment control in accordance with current TRCA standards;
- d. to maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA;
- e. to obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA, in addition to all permits and approvals from other applicable Ministries;
- f. to erect a permanent fence to the satisfaction of the TRCA on all lots and blocks on which development is proposed abutting valley and stream corridors and natural areas.
- g. to design a monitoring protocol and provide the requisite funding and permissions for the construction and long-term monitoring and maintenance of the water balance and infiltration measures on this site to the satisfaction of the TRCA.
- h. to implement all water balance/infiltration measures identified in the water balance study that is to be completed for the subject property.
- i. to provide for planting, restoration and enhancement of all disturbed areas within or adjacent to valley and stream corridors and natural areas, in addition to within all valleyland buffer areas in accordance with drawings to be approved by the

TRCA. And, that monitoring and replanting of these areas be completed for a minimum 2 year period (or in accordance with City of Markham standards), with sufficient funds being secured through a letter of credit in favor of the City of Markham or TRCA, or other appropriate measure.

- j. to dedicate all environmental buffers, and valley or stream corridor blocks into public ownership (City of Markham or the TRCA).
- k. to carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures) prior to assumption of the subdivision by the City of Markham. And, to include appropriate clauses in all agreements of purchase and sale and/or condominium agreements, for lots or blocks on which stormwater management measures are being constructed to identify the presence of such measures and to clearly identify the owners responsibilities for long-term maintenance, and any restrictions to uses on any portion of their property that these may require.
- l. Prior to a request for registration of any phase of this subdivision, that the owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain applicable, and that the owner update any studies, as required, to reflect current day requirements.

35.4 The size and location of all proposed stormwater management blocks and infrastructure - to which the subject lands drain – shall be confirmed to the satisfaction of the TRCA. And, if required, red-line revisions be made to the plan to expand into or relocate these stormwater management blocks on surrounding development lands within this subdivision to meet TRCA requirements.

35.5 The draft plan shall 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.

36. **External Clearances**

Prior to release for registration 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 34.1 to 34.32 have been satisfied.
- (b) The Toronto and Region Conservation Authority shall advise that Conditions 35.1 to 35.5 have been satisfied.
- (d) The Ministry of Culture shall advise that Condition 8.1 has been satisfied.
- (e) The telephone or telecommunications provider shall advise that their conditions and requirements have been satisfied.

- (f) Canada Post Corporation shall advise that their conditions and requirements have been satisfied.
- (g) Enbridge Consumers Gas shall advise that their conditions and requirements have been satisfied.

ISSUED: XXXX, XX, 201X

Rino Mostacci
Director of Planning and Urban Design