

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



ISSUE DATE: September 11, 2020

CASE NO(S):

PL180180

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

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

Applicant and Appellant:	Andrin Wismer Homes Limited
Subject:	Application to amend Zoning By-law No. 177-96, as amended – Neglect of application by the City of Markham
Existing Zoning:	"Open Space Two *428 (OS2*428)
Proposed Zoning:	To a zoning category that permits the development of 68 townhomes and 10 semi-detached homes
Purpose:	To permit the development of 68 townhomes and 10 semi-detached homes on the westerly portion of the subject lands that is proposed to be severed (the severed parcel) from The Bridge Community Church located on the easterly portion of the subject lands (the retained parcel)
Property Address/Description:	5440 16 th Avenue/ Part of Lot 16, Concession 7 (Geographic Township of Markham), City of Markham, Regional Municipality of York
Municipality:	City of Markham
Municipal File No.:	ZA 17 151060
LPAT Case No.:	PL180180
LPAT File No.:	PL180180
LPAT Case Name:	Andrin Wismer Homes Limited v. Markham (City)

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

Applicant and Appellant:	Andrin Wismer Homes Limited
Subject:	Proposed Plan of Subdivision - Failure of the City of Markham to make a decision
Purpose:	To permit the development of 68 townhomes and 10 semi-detached homes on the westerly portion of the subject lands that is proposed to be severed (the severed parcel) from The Bridge Community Church located on the easterly portion of the subject lands (the retained parcel)
Property Address/Description:	5440 16 th Avenue/ Part of Lot 16, Concession 7 (Geographic Township of Markham), City of Markham, Regional Municipality of York
Municipality:	City of Markham
Municipal File No.:	SU 17 151060
LPAT Case No.:	PL180180
LPAT File No.:	PL180181

PROCEEDING COMMENCED UNDER subsection 41(12) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Subject:	Site Plan
Referred by:	Andrin Wismer Homes Limited
Property Address/Description:	5440 16 th Avenue/ Part of Lot 16, Concession 7 (Geographic Township of Markham), City of Markham, Regional Municipality of York
Municipality:	City of Markham
Municipal File No.:	SC 17 151060
LPAT Case No.:	PL180180
LPAT File No.:	PL180219

Heard: August 20, 2020 by telephone conference call

APPEARANCES:

Parties

Andrin Wismer Markham Limited
City of Markham

Counsel

David White
Victoria Chai and Francesco Santaguida

The Bridge, A Markham Community
Church

Andy Margaritis

**MEMORANDUM OF ORAL DECISION DELIVERED BY HUGH S. WILKINS ON
AUGUST 20, 2020 AND ORDER OF THE TRIBUNAL**

[1] This is a Decision arising from appeals brought by Andrin Wismer Markham Limited (“Appellant”) regarding the failure of the City of Markham (“City”) to make decisions regarding the Appellant’s applications for a Zoning By-law Amendment and draft Plan of Subdivision to facilitate a proposed development at 5440 16th Avenue (“subject property”). The Appellant proposes a residential development consisting of 10 semi-detached and 68 townhouse units.

[2] The subject property is presently zoned as Open Space Two with an exception 428, under the City’s Zoning By-law No. 177-96. This zoning permits a place of worship and other associated uses. The Appellant proposes to rezone the subject property to Residential Two with an exception 629, which would permit semi-detached, lane townhouse and street townhouse dwellings on a private road. The proposed Zoning By-law Amendment includes site-specific provisions for minimum lot frontages, porch and stair encroachments, minimum rear yard requirements, and maximum height requirements.

[3] On May 26, 2020, the Tribunal was informed that the Appellant and the City had reached a settlement regarding the Zoning By-law Amendment and draft Plan of Subdivision appeals. A settlement hearing was scheduled for August 20, 2020. The settlement hearing was the first hearing event in these proceedings before the Tribunal. Notice of the settlement hearing was sent to each person who made submissions at the formal statutory public hearing on the applications.

[4] The Appellant has also filed a site plan approval appeal regarding the proposed development (Tribunal Case No. PL180129). Negotiations over the settlement of that

appeal are ongoing. The site plan approval appeal was not put before the Tribunal at the settlement hearing.

[5] At the settlement hearing, The Bridge, A Markham Community Church (“The Bridge”), which owns lands adjacent to the subject property, requested and was granted Party status. The Bridge supports the proposed settlement. Neither the Appellant nor the City opposed The Bridge’s request for Party status.

[6] Nick Pileggi, who is a land-use planner, provided opinion evidence in the area of land use planning in support of the proposed Zoning By-law Amendment and draft Plan of Subdivision on behalf of the Appellant.

[7] Mr. Pileggi opined that the proposed Zoning By-law Amendment and draft Plan of Subdivision are consistent with the Provincial Policy Statement, 2020 (“PPS”). He stated that the proposed instruments facilitate efficient development providing an appropriate range and mix of housing types with appropriate densities. He stated that the proposed development would be cost-effective by efficiently using existing infrastructure in an appropriate location for redevelopment. He said the proposed development would support transit use and active transportation and provide compact form.

[8] Mr. Pileggi opined that the proposed Zoning By-law Amendment and draft Plan of Subdivision conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019 (“Growth Plan”). He stated that the subject property is located within the delineated built boundary and has access to existing infrastructure. He said the proposed development would provide a range and mix of housing options and would be close to both public transit and parks. He said it represents compact built form and would assist the City and Region of York (“Region”) in meeting their intensification goals.

[9] Mr. Pileggi opined that the proposed Zoning By-law Amendment and draft Plan of Subdivision conform with the Region's Official Plan. He stated that the subject property is located in an "Urban Area", which permits residential uses. He said the proposed development would align with the Region's intensification, transit, parking and built form policies.

[10] Mr. Pileggi opined that the proposed Zoning By-law Amendment and draft Plan of Subdivision conform with the City's Official Plan. He stated that the subject property is designated as "Residential Low Rise" in the City's Official Plan, which permits detached dwellings, semi-detached dwellings and townhouse dwellings and allows for building heights of up to three storeys. He said the proposed development is compatible and similar to existing development in the area and meets the urban design, built form and sustainability policies in the City's Official Plan. He said it also meets the criteria for infill development set out in the Official Plan.

[11] Mr. Pileggi stated that the proposed Zoning By-law Amendment and draft Plan of Subdivision have regard to the matters of provincial interest set out in s. 2 of the *Planning Act*.

[12] Mr. Pileggi opined that the proposed draft Plan of Subdivision has regard to the criteria set out in s. 51(24) of the *Planning Act*. In an affidavit filed with the Tribunal, dated August 10, 2020, Mr. Pileggi stated that the proposed draft Plan of Subdivision is in the public interest and is not premature, the subject property is suitable for residential uses, the proposed block is of adequate size and shape to accommodate the proposed uses, the area is adequately serviced by schools, and the subject property is subject to site plan approval.

[13] Mr. Pileggi further stated that the proposed conditions of draft Plan approval are comprehensive and reasonable. They include conditions requiring easements for vehicular traffic from The Bridge through the subject property, emergency vehicle

access through The Bridge's property (which abuts the subject property), and for a sewer easement.

[14] In response to concerns raised at the formal statutory public meeting regarding the applications (held in April 2018), Mr. Pileggi stated that traffic, school capacity, the amount and location of visitor parking, open space and amenity space, and building height issues have all been reviewed by the City and/or Region and have been appropriately addressed.

[15] Based on Mr. Pileggi's evidence and taking into account the consent of the City and The Bridge, the Tribunal finds that the proposed Zoning By-law Amendment and draft Plan of Subdivision are consistent with the PPS, conform with the Growth Plan, the Region's Official Plan, and the City's Official Plan, and have regard to the matters of provincial interest set out in s. 2 of the *Planning Act*. It finds that the draft Plan of Subdivision has regard to the criteria in s. 51(24) of the *Planning Act* and that the proposed conditions of draft Plan of Subdivision are reasonable.

[16] Regarding the Appellant's site plan approval appeal, the Appellant reiterated that settlement negotiations are ongoing. The Appellant undertook to provide an update to the Tribunal within 90 days at which time it will be in a position to state whether the site plan approval appeal will be withdrawn or hearing dates need to be scheduled.

ORDER

[17] The Tribunal orders that the Appellant's Zoning By-law Amendment and draft Plan of Subdivision appeals are allowed in part and the Zoning By-law Amendment attached as Attachment 1 to this Order and Decision, the draft Plan of Subdivision attached as Attachment 2 to this Order and Decision, and the conditions of draft Plan approval attached as Attachment 3 to this Order and Decision are approved.

[18] The Tribunal orders that the authority to give final approval for the proposed draft Plan of Subdivision for the purposes of s. 51(58) of the *Planning Act* is given to the City pursuant to s. 51(56.1) of the *Planning Act*.

[19] The Tribunal further orders that the Appellant provide the Tribunal case coordinator, Tome Kondinski, with a written status update regarding the site plan approval proceeding no later than November 20, 2020.

“Hugh S. Wilkins”

HUGH S. WILKINS
MEMBER

If there is an attachment referred to in this document,
please visit www.olt.gov.on.ca to view the attachment in PDF format.

Local Planning Appeal Tribunal

A constituent tribunal of Ontario Land Tribunals

Website: www.olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

Schedule "A"



BY-LAW 2019-____

A By-law to amend By-law 177-96, as amended

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

1. By-law 177-96, as amended, is hereby further amended as follows:
 - 1.1 By rezoning the lands outlined on Schedule 'A' attached hereto as follows:

from:
Open Space Two *428 (OS2*428)

to:
Residential Two *629 (R2*629)
 - 1.2 By adding the following subsection to Section 7- EXCEPTIONS

Exception 7.629	Andrin Wismer Markham Limited Concession 7, Lot 16, Part 5 65R256001, Part 1 65R37416 (North-east corner 16 th Ave and Alexander Lawrie Ave)	Parent Zone R2
File ZA 17 151060		Amending By-law 2019-XXX
Notwithstanding any other provisions of this By-law, the provisions in this Section shall apply to those lands denoted *629 as shown on 'Schedule A' to this By-law		
7.629.1 Special Zone Standards		
The following additional uses are permitted:		
a) <i>Accessory Dwelling Units</i>		
7.629.2 Special Zone Standards		
The following specific Zone Standards shall apply:		
a)	Notwithstanding any further division or partition of any lands subject to this Section, all lands zoned R2*629 shall be deemed to be one <i>lot</i> for the purposes of this By-law.	
b)	Minimum required <i>interior side yard</i> -1.3 m	
c)	Minimum required <i>rear yard</i> – 7 m	
d)	Minimum required <i>front yard</i> – 3 m	
e)	Minimum width of a <i>townhouse dwelling</i> :	
	a) Interior unit - 5.4 m	
	b) End or corner unit – 5.6 m	
f)	Minimum width of a <i>semi-detached dwelling</i> :	
	a) Corner unit – 7.7 m	
	b) All other units – 7 m	
g)	The minimum <i>lot frontage</i> provisions of table B2 Pat 1 of 3, A, shall not apply	
h)	Maximum <i>height</i> :	
	a) <i>Townhouse dwelling</i> fronting onto Alexander Lawrie Avenue - 11.5 m	
	b) All other <i>townhouse dwellings</i> – 12 m	
	c) <i>Semi-detached dwelling</i> – 9 m	
i)	Minimum area of <i>outdoor amenity space</i> - 700 m ²	
j)	Minimum distance between buildings:	
	a) <i>Townhouse buildings</i> - 2.9 m	
	b) <i>Semi-detached buildings</i> - 2.4 m	
k)	Notwithstanding the provisions of Section 6.2, <i>decks</i> are permitted to be located above the <i>first storey</i> , and shall have a minimum <i>interior side yard</i> setback of 4 metres	
l)	Stairs located in the required <i>front yard</i> are to be no closer than 0.6 m from the <i>front lot line</i>	
m)	Porches may encroach into the required distance between townhouse buildings with distance between porches no closer than 2.6 m	

2. SECTION 37 AGREEMENT

- 2.1 A contribution by the Owner to the City for the purpose of public art, in the amount of \$1425.00 per townhouse dwelling and \$2300.00 per semi-detached dwelling in 2019 dollars, to be indexed to the Ontario rate of inflation as per the consumer price index (CPI), in accordance with Section 37 of the Planning Act, as amended, shall be required. Payments shall be collected in accordance with the terms of an agreement to secure for the Section 37 contribution. Nothing in this section shall prevent the issuance of a building permit as set out in Section 8 of the Building Code Act or its successors.

Read a first, second and third time and passed on _____, 2019.

Kimberley Kitteringham
City Clerk

Frank Scarpitti
Mayor



EXPLANATORY NOTE

BY-LAW 2019-_____

A By-law to amend By-law 177-96, as amended

**Andrin Wismer Markham Limited
North-east corner 16th Avenue and Alexander Lawrie Avenue
CON 7 LOT 16 PART 5 65R26001, PART 1 65R37416**

Lands Affected

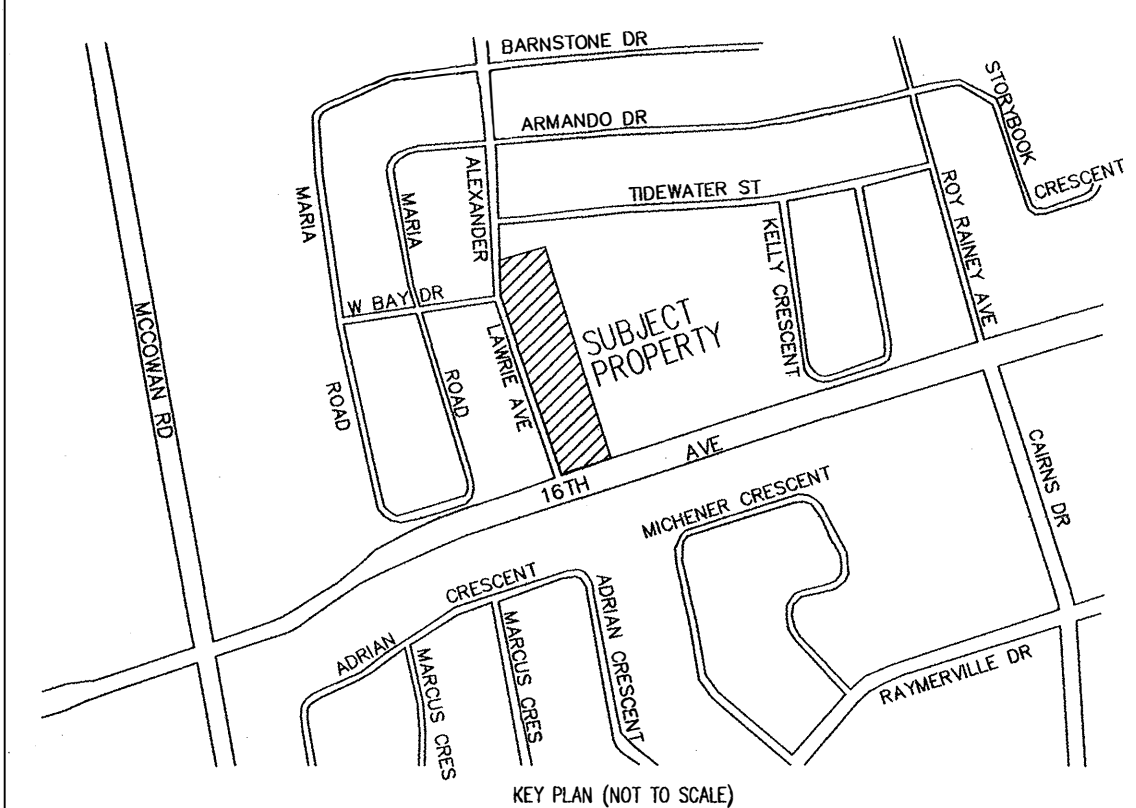
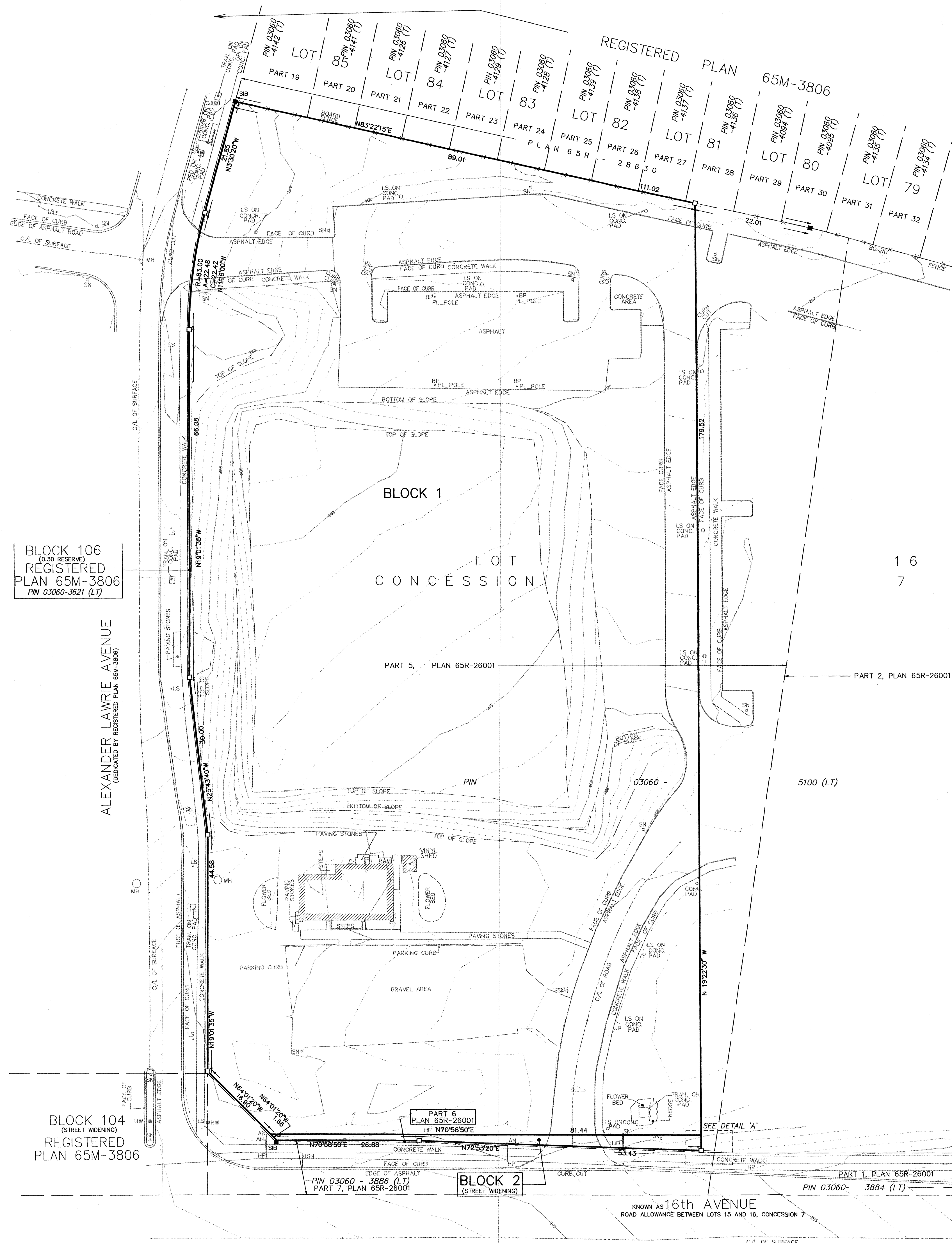
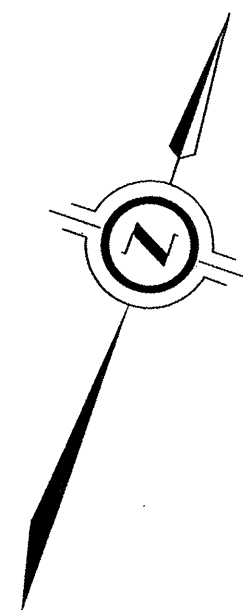
The proposed by-law amendment applies to 1.77 hectares (4.37 acres) of land located at the north-east corner of 16th Avenue and Alexander Lawrie Avenue.

Existing Zoning

By-law 177-96, as amended, currently zoned the subject lands as Open Space Two *428 (OS2*428) which will be zoned to Residential Two *629 (R2*629).

Purpose and Effect

The purpose and effect of this By-law is to amend By-law 177-96, as amended, to rezone the subject property to Residential Two *629 (R2*629) in order to facilitate the development of common element condominium development which will be comprised of 68 freehold townhouses and 10 semi-detached homes.



DRAFT PLAN OF SUBDIVISION FILE 19T
**PART OF LOT 16
CONCESSION 7**
(GEOGRAPHIC TOWNSHIP OF MARKHAM)
CITY OF MARKHAM
REGIONAL MUNICIPALITY OF YORK

SCALE 1 : 400
10 0 10 20 30 metres

J.D. BARNES LIMITED

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

ADDITIONAL INFORMATION

As required under section 51(17) of the Planning Act R.S.O. 2001

- (a)(b)(c)(d)(e)(f)(g)(h)(i) - As shown on this Plan.
(c) - As shown on this Draft and Key Plan.
(d) - Land to be used in accordance with the Schedule of Land Use.
(h)(k) - Full municipal services.
(i) - NOTE: Contours related to Canadian Geodetic Datum.

OWNER'S AUTHORIZATION

ANDRIN WISMER HOMES LTD being the registered owners of the subject lands hereby authorizes J. D. Barnes Limited to prepare and submit this draft plan of subdivision for approval.

ANDRIN WISMER HOMES LIMITED

ANDRIN WISMER HOMES LIMITED
ANDRIN WISMER HOMES LIMITED
I have authority to bind the corporation"

Date: **AUGUST 13, 2019**

STATISTICS

Land Use	Units	Blocks	Sq.M
Residential - Townhouses Block 1	79	1	17542.0
16th Avenue - Street Widening Block 2	0	1	143.0
TOTAL	79	2	17685.0

SURVEYOR'S CERTIFICATE

I hereby certify that the boundaries of the lands to be subdivided as shown on this Plan and their relationship to the adjacent lands are correctly and accurately shown.

AUGUST 13, 2019
DATE

J.D. BARNES
GEOGRAPHIC TOWNSHIP OF MARKHAM
LAND SURVEYOR

J.D. BARNES LAND INFORMATION SPECIALISTS 140 RENFREW DRIVE, SUITE 100, MARKHAM, ON L3R 6B3 T: (905) 477-3600 F: (905) 477-3882 www.jdbarnes.com		
DRAWN BY: YJ	CHECKED BY: GGR	REFERENCE NO.: 16-21-041-04-DRAFT PLAN
FILE: G:\16-21-041\04\Drawing\16-21-041-04-B.dgn		DATED: AUGUST 13, 2019

Schedule 'C'
APPENDIX 'B'

DRAFT PLAN CONDITIONS

THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM
TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF
PLAN OF SUBDIVISION 19TM-17002
ANDRIN WISMER MARKHAM LIMITED
ARE AS FOLLOWS:

1. **General**

- 1.1 Approval shall relate to a draft plan of Subdivision prepared by J.D.Barnes, identified as Reference No. 16-21-041-04-DRAFT PLAN, dated May 4, 2017, and incorporate the following redline revisions:
 - Any redline revisions required to address comments from the City and external agencies including showing the Regional road widening along 16th Avenue as a separate block to be conveyed to the City.
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on XXXX, 2022, unless extended by the City upon application by the Owner.
- 1.3 The Owner shall enter into a subdivision agreement with the City agreeing to satisfy all conditions of the City and Agencies, financial and otherwise, prior to final approval.
- 1.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, any amendments (if applicable) to the City's new 2014 Official Plan (as partially approved on November 24th, 2017 and further updated on April 9th, 2018), as amended, and Zoning By-law 177-96, as amended to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.5 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations from studies required as a condition of draft approval, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.
- 1.6 Prior to the release for registration of the Draft Plan of Subdivision (19TM-17002), the Owner shall prepare and submit to the satisfaction of the City of Markham, all technical reports and drawings, including but not limited, traffic studies, functional traffic design studies, stormwater management reports, functional servicing reports,

design briefs, detailed design drawings, noise studies, servicing and infrastructure phasing plan, etc., to support the Draft Plan of Subdivision. The Owner agrees to revise the Draft Plan of Subdivision as necessary to incorporate the design and recommendations of the accepted technical reports, studies, and drawings.

- 1.7 The Owner shall implement the designs and recommendations of the accepted technical reports submitted in support of the Draft Plan of Subdivision, including but not limited to, traffic studies, functional traffic design studies, stormwater management reports, functional servicing reports, design briefs, detailed design drawings, noise studies, to the satisfaction of the City, and at no cost to the City.

The Owner agrees to revise the Draft Plan of Subdivision as necessary to incorporate the recommendations, to implement or integrate any recommendations from the above studies and drawings.

- 1.8 The Owner shall design and construct all required relocations of, and modifications to existing infrastructure, including but not limited to, watermain, sewers, light standards, utilities, stormwater management facilities and roads to the satisfaction of, and at no cost to the City.
- 1.9 The Owner shall agree in the Subdivision Agreement to pay to the City, all required fees in accordance with the City's Fee By-law 211-083, as amended.
- 1.10 The Owner shall agree in the Subdivision Agreement or Pre-Servicing Agreement, whichever comes first, to submit financial securities, as required by the City, prior to construction of municipal infrastructure as required to service the subdivision.
- 1.11 The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any agreement deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the Draft Plan of Subdivision to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.12 Prior to final approval of the draft plan, the Owner acknowledges and agrees to obtain required approval from the Region of York, and any other applicable public agencies.
- 1.13 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the City's Standards prior to proceeding with any on-site works and more particularly topsoil stripping.

2. Community Design

- 2.1 The Owner shall implement and incorporate all requirements of the approved Wismer Commons Open Space Master Plan and Community Design Plan into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 2.2 Plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural guidelines.
- 2.3 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not assume the role of control architect for the plan of subdivision.

3. Parks and Open Space

- 3.1 The Owner and City covenants and agrees that parkland dedication within this plan is required at a rate specified in the City's Parkland Dedication By-law 195-90, as amended and in accordance with the Planning Act, as amended.
- 3.2 The Owner shall post approved copies of any Open Space Plans, Conceptual Park Development Master Plans and Conceptual Facility Fit Plans for the park and school campus in all sales offices for dwelling units within the draft plan of subdivision.
- 3.2 The Owner shall provide a specialized depth of topsoil in the entire municipal boulevard to appropriately plant boulevard trees to the satisfaction of the Director of Planning and Urban Design.

4. Landscape Works

- 4.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans based on the approved Wismer Commons Open Space Master Plan and Community Design Plan into all landscape works, to the satisfaction of the Director of Urban Design, and which includes:
 - a) street tree planting in accordance with the City of Markham Streetscape Manual, dated June 2009, as amended from time to time;
 - b) 1.8m high wood screen corner lot fencing, if required;
 - c) streetscape plans for all public streets;
 - d) All other landscaping as determined by the Community Design Plan, Public Realm Guidelines, Architectural Control Guidelines and the Environmental

Master Drainage Plan.

- 4.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.
- 4.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 4.1.
- 4.4 The Owner shall include in all agreements of purchase and sale the following clause:

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

- STREET TREES (TREES PLANTED IN THE CITY BOULEVARD OR IN ADJACENT PUBLIC LANDS OR PRIVATE LOTS TO MEET 4.1 A)
- CORNER LOT FENCING
- REAR LOT LINE FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE CITY)
- TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE CITY)
- NOISE ATTENUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- FENCING OF SCHOOL, PARK, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS
- BUFFER PLANTING FOR OPEN SPACE, WALKWAY AND STORMWATER MANAGEMENT POND BLOCKS AND SINGLE LOADED STREET ALLOWANCES
- SUBDIVISION ENTRY FEATURES AND DECORATIVE FENCING AS IDENTIFIED ON LANDSCAPE PLANS APPROVED BY THE CITY

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

5. Tree Inventory and Tree Preservation Plans

- 5.1 The Owner shall submit for approval a tree inventory and tree preservation plan to the satisfaction of the Director of Planning and Urban Design in accordance with the City of Markham Streetscape Manual dated 2009, as amended from time to time.

- 5.2 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.
- 5.3 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.
- 5.4 The Owner shall submit for approval, as part of the tree inventory and tree preservation plan, in accordance with the City of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
- a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
 - b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)
 - c) Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites which may include the rear yards of lots.
 - d) Any unauthorized tree removal or tree damage shall be subject to tree replacement or payment of equivalent economic value, as determined by the City.

6. Financial

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

7. Noise Impact Study

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

8. Municipal Services

- 8.1 Prior to the release for registration of the Draft Plan of Subdivision, the Owner complies with, to the satisfaction of the Director of Engineering, the following:
- a) Make satisfactory arrangements with the Engineering Department to resolve the issue of the existing water main connection to the building on the abutting property to the east (the Bridge Church, 5440 16th Avenue)(the “Bridge”) crossing through the subject land (Andrin Wismer Markham Limited) (“Andrin”) and provide financial security, engineering and inspection fees, as required;
 - b) Make satisfactory arrangements with the Engineering Department to resolve the issue of the storm connection to the subject land (Andrin)crossing through the Bridge, and provide financial security, engineering and inspections fees as required;
 - c) Make satisfactory arrangements with the Engineering Department to construct any improvements to the municipal infrastructure in connection with the Functional Servicing Report as accepted by the Director of Engineering, should it be determined that improvements to such infrastructure is required to support the development.
- 8.2 Prior to release for registration of the Draft Plan of Subdivision, the Owner shall demonstrate to the satisfaction of the City that the Subdivision will be provided with two (2) independent water supply points to provide for adequate redundancy and looping for domestic and fire protection purposes.
- 8.3 The Owner shall agree in the Subdivision Agreement to not apply for any building permits until the City is satisfied that adequate road access, municipal water supply, sanitary sewers and storm drainage facilities are available to service the proposed development.

9. Lands to be Conveyed to the City/ PrivateEasements

- 9.1 The Owner shall grant required easements to the appropriate authority for sewers, watermain, public utilities or drainage purposes, prior to registration of the Draft Plan of Subdivision. The Owner shall also provide/obtain any easements and works external to the Draft Plan of Subdivision necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities, to the satisfaction of the City.
- 9.2 The Owner shall convey to the City a minimum 1 metre easement along the south property line on 16th Avenue for to facilitate access and maintenance of the

watermain which services the Bridge Markham Community Church located at 5440 16th Avenue, to the satisfaction of the City.

- 9.3 The Owner shall convey to the Bridge Markham Community Church located at 5440 16th Avenue, an easement for emergency access on Alexander Lawrie Avenue to the satisfaction of the City.
- 9.4 The Owner shall obtain from the Bridge Markham Community Church located at 5440 16th Avenue, an easement for emergency access on 16th Avenue to the satisfaction of the City.
- 9.5 The Owner shall obtain a minimum 5 metre wide servicing easement from the Bridge Markham Community Church located at 5440 16th Avenue, to accommodate the private storm sewer and overland flow from the proposed development, to the satisfaction of the City.

10. Utilities

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

- 10.6 Standard Community Mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. Should the developer propose an enhanced Community Mailbox installation, any costs over and above the standard installation must be borne by the developer, and be subject to approval by the City in consultation with Canada Post.
- 10.7 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

11. Transportation Impact Study/Internal Functional Traffic Design Study

- 11.1 Prior to final approval of the draft plan, the Owner covenants and agrees to address all outstanding comments related to the Transportation Impact Study and Transportation Demand Management Plan to the satisfaction of the City and the Region of York. The Owner further covenants and agrees to incorporate the recommendations of these studies, to the satisfaction of the Director of Engineering.
- 11.2 The Owner shall provide a revised Transportation Impact Study and Transportation Demand Management (TDM) Plan to address the comments provided by the City, to the satisfaction of the Director of Engineering.
- 11.3. The Owner shall covenant and agree in the subdivision agreement to provide the City with a TDM Letter of Credit in the amount to be approved by the Director of Engineering, to ensure compliance with the recommendations in the TDM Plan.

12. Development Charges

- 12.1 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.
- 12.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.

13. Environmental Clearance

- 13.1 The Owner covenants and agrees to retain a “Qualified Person” to prepare all necessary Environmental Site Assessments (ESA) and file Records of Site Condition with the Provincial Environmental Site Registry for all lands to be conveyed to the City. The “Qualified Person” shall be defined as the person who meets the qualifications prescribed by the *Environmental Protection Act* and O. Reg. 153/04, as amended. The lands to be conveyed to the City shall be defined as any land or easement to be conveyed to the City, in accordance with the City’s Environmental Policy for Conveyance of Land to the City pursuant to the Planning Act.
- 13.2 Prior to the earlier of any construction, including site alteration, the execution of a pre-servicing agreement or subdivision agreement, the Owner agrees to submit Environmental Site Assessment (ESA) report(s) prepared by a Qualified Person, in accordance with the Environmental Protection Act and its regulations and all applicable standards for all lands to be conveyed to the City for peer review and concurrence.
- 13.3 Prior to the earlier of any construction including site alteration, the execution of a pre-servicing agreement or Subdivision Agreement of a phase within the Draft Plan of Subdivision, the Owner agrees to submit environmental clearance(s) and Reliance Letter(s) from a Qualified Person to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the City of Markham. The Environmental Clearance and Reliance Letter will be completed in accordance with the City’s standards and will be signed by the Qualified Person and a person authorized to bind the Owner’s company. The City will not accept any modifications to the standard Environmental Clearance and Reliance letter, except as and where indicated in the template.
- 13.4 The Owner covenants and agrees that, prior to execution of this Agreement, an environmental clearance shall be provided to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the Director of Engineering. The City shall be satisfied that the lands are environmentally suitable for their proposed use and be certified as such by the “Qualified Person” as defined in Ontario Regulation 153/04, all of which shall be in accordance with the *Environmental Protection Act* and its regulations. The “Qualified Person” shall file a Record of Site Condition on the Provincial Environmental Site Registry for all lands to be conveyed.
- 13.5 The Owner covenants and agrees that if, during construction of a phase within the Draft Plan of Subdivision, contaminated soils or materials or groundwater are discovered, the Owner shall inform the City of Markham immediately, and undertake at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the *Environmental Protection Act* and its regulations, to the satisfaction of the City of Markham and the Ministry of the Environment. After remediation, the “Qualified Person” shall file an updated Record of Site Condition on the Provincial Environmental Site

Registry, in accordance with Ontario Regulation 153/04, for all lands to be conveyed to the City.

- 13.6 The Owner covenants and agrees to assume full responsibility for the environmental condition of the Lands and agrees to indemnify and save harmless the City, its directors, officers, Mayor, Councillors, employees and agents from any and all actions, causes of action, suits, claims, demands, losses, expenses and damages whatsoever that may arise either directly or indirectly from the approval and Assumption by the City of the Works, the construction and use of the Works or anything done or neglected to be done in connection with the use or any environmental condition on or under the Lands, including any work undertaken by or on behalf of the City in respect of the Lands and the execution of this Agreement.

14. Heritage

- 14.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owner 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 City (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 in proximity to the heritage resource prior to the issuance of a letter from the Ministry of Culture (Heritage Branch) to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 14.2 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 City and the Ministry of Culture.

15. Well Monitoring Program and Mitigation Plan

- 15.1 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.

16. Other City 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 shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available. The Owner shall further covenant and agree that fire protection sprinklers (if required) are installed to the satisfaction of the Fire Chief or his designate.
- 16.3 The Owner shall acknowledge and agree that the adequacy and reliability of water supplies for firefighting purposes are subject to review and approval of the Fire Chief or his designate.
- 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 City's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage;
 - the City's zoning by-law restricts the width of the driveway, this width does not allow two cars to park side by side; and,
 - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City
- 16.5 The Owner shall provide and post display plans in all sales offices which clearly indicate the location of the following facilities in relation to the lot being purchased, prior to any Agreements of Purchase and Sale being executed by the Owner, a builder or their real estate agents:
- Park, by type, including Park and Open Space Concept Plans and Streetscape Plans; stormwater management ponds and related facilities; schools by type; place of worship sites; other institutional site by type; commercial site by type; other surrounding land uses and facilities as specified by the City; existing or future: rail facilities, provincial highways, arterial and collector roads, transit routes and stops; City approved sidewalk, walkway and bike route locations; City approved postal box and utility furniture locations or possible locations if prior to approval; City lot grading standards.
- All display plans shall be reviewed and approved at the sales office by City staff, prior to the opening of the sales office.
- 16.6 The Owner covenants and agrees to purchase from the City two (2) recycling containers, one (1) green bin and one (1) kitchen collector per residence so that each purchaser may participate in the City's waste diversion program. Furthermore, the Owner shall ensure that the recycling containers, green bins, kitchen collectors and educational materials are deposited in each home on or before the date of closing.

- 16.7 The Owner covenants and agrees to contact the City at least four (4) weeks prior to unit occupancy to arrange an appointment time in which the recycling containers, green bins, kitchen collectors and educational materials are to be collected by the Owner.
- 16.8 The Owner covenants and agrees to pay to the City the cost for recycling containers, green bins and kitchen collectors and to provide said recycling containers, green bins and kitchen collectors to purchasers at the same cost as paid to the City.
- 16.9 The Owner covenants and agrees that during the construction phase of the development, unobstructed roadway access to a width no less than 6 metres will be provided for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the City's engineering design standards. The Owner agrees that at times when the above defined access cannot be provided, the Owner shall be responsible for moving all residential waste, recyclables and organics from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the City.

17. Region of York

17.1 Clauses to be Included in the Subdivision Agreement

- a) The Owner shall save harmless York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- b) The Owner shall agree and acknowledge that no direct private access is permitted onto 16th Avenue. All accesses shall be provided through existing local roads (Alexander Lawrie Blvd).
- c) The Owner shall agree to provide access to lands east of the subject site, in the event the church is redeveloped in the future, to Alexander Lawrie Avenue via the private street network.
- d) The Owner shall include the following clauses in the Subdivision Agreement and the Purchase and Sales Agreement:
- i. "THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT NO DIRECT PRIVATE ACCESS IS PERMITTED ONTO 16th AVENUE. ALL ACCESSES TO/FROM THE EXISTING CHURCH AND ANY FUTURE REDEVELOPMENT SHALL BE PROVIDED THROUGH THE PRIVATE STREET NETWORK."

- ii. "THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THE DIRECT PRIVATE ACCESS TO 16th AVENUE WILL BE RESTRICTED TO RIGHT-IN/RIGHT-OUT OPERATION IN THE FUTURE WHEN IMPROVEMENTS TO 16th AVENUE ARE COMPLETED."
- e) The Owner shall agree that the direct private access to 16th Avenue will be restricted to right-in/right-out operation in the future when improvements to 16th Avenue are completed.
- f) The Owner shall agree to implement all recommendations of the Transportation Study as approved by York Region.
- g) The Owner shall advise all potential purchasers of the existing transit service on 16th Avenue, including the location of existing bus stops and shelters.
- h) The Owner shall agree to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
- i) The following warning clause shall be included with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants."
- j) Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in wording satisfactory to York Region's Development Engineering, as follows:
 - i. That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
 - ii. That noise fences adjacent to York Region roads may be constructed on the private side of the property line and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence; and
 - iii. That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.
- k) The Owner shall agree in wording satisfactory to the Development Engineering, to be responsible to decommission any existing wells on the owner's lands in accordance

with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.

- l) The Owner shall agree that no development shall occur on Block 1, without obtaining Site Plan Approval from York Region and the City of Markham.

17.2 Conditions to be Satisfied Prior to Final Approval

- a) The Owner shall provide York Region the following documentation to confirm that water and wastewater services are available to this development and have been allocated by the City of Markham:
 - i. A copy of the Council resolution confirming that the City of Markham has allocated servicing capacity, specifying the specific source of the capacity to the development proposed within this draft plan of subdivision, or any phase thereof; and
 - ii. Confirmation by the City of Markham staff stating that the allocation to this development remains valid at the time of the request for Regional clearance of this condition.
- b) The Owner shall provide direct shared pedestrian/cycling facilities and connections from the proposed development to 16th Avenue, Alexander Lawrie Avenue and surrounding roads to support active transportation and public transit, where appropriate. A drawing showing the conceptual layout of active transportation facilities and connections internal to the site and to the Regional roads shall be provided.
- c) The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the *Environmental Protection Act* and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

- d) The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.
- e) The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.
- f) Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
 - i. A widening across the full frontage of the site where it abuts 16th Avenue of sufficient width to provide a minimum of 21.5 metres from the centreline of construction of 16th Avenue;
 - ii. A 10.0 metre by 10.0 metre daylight triangle at the northeast corner of the intersection of 16th Avenue and Alexander Lawrie Avenue; and
 - iii. A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts 16th Avenue and adjacent to the above noted widening.
- g) 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.
- h) The Owner shall agree 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.
- i) The Owner shall provide a copy of the Subdivision Agreement to the Corporate Service Department, outlining all requirements of the Corporate Service Department.
- j) The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges

By-law in effect at the time that Regional development charges, or any part thereof, are payable.

- k) The Regional Corporate Services Department shall advise that Conditions 17.1 and 17.2 inclusive, have been satisfied.

18. Ministry of Natural Resources (MNR)

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

19. Enbridge Gas Distribution

- 19.1 The Owner covenants and agrees in the subdivision agreement:

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

20. Canada Post

- 20.1 The Owner covenants and agrees in the subdivision agreement to comply with the following conditions:
- a) The Owner/ developer agrees to include on all purchases and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mailbox.
 - b) The Owner/ developer will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home sale.
 - c) The Owner/developer will consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on the appropriate servicing plans.
 - d) The Owner/ developer will provide the following for each Community Mailbox site and include these requirements on the appropriate servicing plans:
 - i) an appropriately sized sidewalk section (concrete pad) to place the Community Mailboxes on;
 - ii) any required walkway across the boulevard; and
 - iii) any required curb depressions for wheelchair access.
- 20.2 The Owner/developer further agrees to determine and provide a suitable temporary Community Mailbox(s) location(s) which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.
- 20.3 The Owner/ developer further agrees to provide Canada Post at least 60 days notice prior to the confirmed first occupancy date to allow for the community mailboxes to be ordered and installed at the prepared temporary location.

21. Municipal Infrastructure

- 21.1 The Owner and the City acknowledge that this subdivision, when fully constructed, will tentatively have the following City's municipal infrastructure:

• Lanes:	3,500m
• Local Roads:	230m
• Minor / Major Collectors:	490m
• Sidewalks:	5920m
• Streetlights:	100nos
• Watermain:	3940m
• Sanitary Sewers:	3380m

- Storm Sewers: 3680m
- Multiuse Path (MUP): 575

22. Streetlight Types:

- 22.1 The Owner agrees to contact City Staff prior to commencing the design for Streetlighting to confirm the type(s) of poles and luminaires to be provided for different streets and/or lanes.

23. External Clearances

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

- a) The Regional Municipality of York Planning Department shall advise that Condition 17 has been satisfied.
- b) The Ministry of Culture shall advise that Conditions 14 has been satisfied.
- c) Enbridge Gas Distribution shall advise that Condition 19 has been satisfied.
- d) Canada Post shall advise that Condition 20 has been satisfied.
- e) Bell shall advise that Condition 10 has been satisfied.
- f) Alectra Utilities shall advise that Condition 10 has been satisfied.
- g) Wismer Commons Developers Group Trustee Clearance Letter confirming that the Owner has satisfied their obligations with the Developers Group.

Dated:

Ron Blake, Senior Development Manager