

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE: April 16, 2015

CASE NO.: PL140843

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

Applicant and Appellant:	Litchfield Developments Limited
Subject:	Request to amend the Official Plan - Failure of City of Markham to adopt the requested amendment
Existing Designation:	Urban Residential, Urban Residential- Medium Density 1
Proposed Designation:	Site Specific (To be determined)
Purpose:	To permit the development of 50 residential townhouse units
Property Address/Description:	4116, 4128 and 4142 Highway 7
Municipality:	City of Markham
Approval Authority File No.:	OP 13 125529
OMB Case No.:	PL140843
OMB File No.:	PL140843

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

Applicant and Appellant:	Litchfield Developments Limited
Subject:	Application to amend Zoning By-law No. 122-72 – Refusal or neglect of City of Markham to make a decision
Existing Zoning:	Rural Residential One
Proposed Zoning:	Site Specific (To be determined)
Purpose:	To permit the development of 50 residential townhouse units
Property Address/Description:	4116, 4128 and 4142 Highway 7
Municipality:	City of Markham
Municipal File No.:	ZA 13 125529
OMB Case No.:	PL140843
OMB File No.:	PL140844

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

Applicant and Appellant:	Litchfield Developments Limited
Subject:	Proposed Plan of Subdivision - Failure of City of Markham to make a decision
Purpose:	To permit the development of 50 residential townhouse units
Property Address/Description:	4116, 4128 and 4142 Highway 7
Municipality:	City of Markham
Municipal File No.:	SU 13 125529
OMB Case No.:	PL140843
OMB File No.:	PL140845

BEFORE:

J. CHEE-HING)	Thursday, the 16th
MEMBER)	
)	day of April, 2015
A. MILCHBERG		
MEMBER		

THIS MATTER having come before the Board and in the Board Decision issued on March 9, 2015, the Board allowed the Proponent's OPA, ZBA and Plan of Subdivision appeals in part and withheld its Order pending receipt of the final form of the OPA, ZBA, and draft plan and the conditions of draft plan of subdivision approval;

THE BOARD having receipt of the final form of the OPA, ZBA, and draft plan and the conditions of draft plan of subdivision approval;

THE BOARD ORDERS that the appeal is approved as set out in the final form of the OPA ("Attachment 1"), ZBA ("Attachment 2"), and draft plan and the conditions of draft plan of subdivision ("Attachment 3").

A handwritten signature in black ink, appearing to read "Jeanne Hefner".

SECRETARY

Ontario Municipal Board

A constituent tribunal of Environment and Land Tribunals Ontario

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ATTACHMENT 1

OFFICIAL PLAN
of the
MARKHAM PLANNING AREA
AMENDMENT No. XXX

To amend the Official Plan (Revised 1987), as amended, and to incorporate Amendment No. 7 to Secondary Plan PD 1-15 for a portion of the Markham and Unionville Planning District (Planning District No. 1).

Litchfield Developments Limited
(4116, 4128 and 4142 Highway 7)

XXXXXX 2015

OFFICIAL PLAN
of the
MARKHAM PLANNING AREA
AMENDMENT NO. XXX

To amend the Official Plan (Revised 1987), as amended, to incorporate Amendment No. 7 to Secondary Plan PD 1-15 for a portion of the Markham and Unionville Planning District (Planning District No. 1).

This Official Plan Amendment was approved by the Ontario Municipal Board on

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PART I – INTRODUCTION

(This is not an operative part of Official Plan Amendment No. XXX)

PART I - INTRODUCTION

1. GENERAL

- 1.1 Part I – INTRODUCTION is included for information purposes and is not an operative part of the Official Plan Amendment.
- 1.2 Part II - THE OFFICIAL PLAN AMENDMENT, constitutes Official Plan Amendment No. XXX to the Official Plan (Revised 1987), as amended, and is required to enact Amendment No. 7 to Secondary Plan PD 1-15 for a portion of the Markham and Unionville Planning District. Part II is an operative part of the Official Plan Amendment.
- 1.3 Part III – THE SECONDARY PLAN AMENDMENT, including Schedule “A” attached thereto, constitutes Amendment No. 7 to Secondary Plan PD 1-15 for a portion of the Markham and Unionville Planning District (Planning District No. 1). This amendment may be identified by the symbol PD 1-15-7. Part III is an operative part of this Official Plan Amendment.

2. LOCATION

This amendment applies to approximately 1.2 hectares of land in part of Lot 10, Concession 5, located on the north side of Highway 7 between Sciberras Road and Village Parkway, as shown on Schedule “A” attached hereto. The lands are municipally known as 4116, 4128 and 4142 Highway 7.

3. PURPOSE

The purpose of this Official Plan Amendment is to amend Secondary Plan PD 1-15 (OPA 15) to increase the permitted residential density of a proposed townhouse development.

4. BASIS OF THIS AMENDMENT

The subject lands are designated ‘URBAN RESIDENTIAL’ in the Markham Official Plan (Revised 1987), as amended.

The lands are within the designated area of Secondary Plan PD 1-15 (OPA 15) for a portion of the Markham and Unionville Planning District (Planning District No. 1).

Secondary Plan PD 1-15 designates the lands ‘Urban Residential – Medium Density 1 (Area 1),’ which permits a range of multiple housing types, at an overall density not to exceed 31 units per hectare (12.5 units per acre), and heights generally in the range of 2 to 3 ½ storeys.

The proposed development consists of 52 townhouse dwellings, representing a density of approximately 44 units per hectare (18 units per acre), exceeding the maximum density permitted by the secondary plan.

The proposed development completes Litchfield Road as shown on the schedules to Secondary Plan PD 15-1.

The townhouses on the north side of the road continue the pattern of development on the existing section of Litchfield Road.

The configuration of the townhouses on the south side of the road – with one group of buildings facing Litchfield Road and the other facing Highway 7 - is compatible with the townhouses on the south side of existing Litchfield Road, and ensures that there are homes facing onto, rather than backing onto, this section of Highway 7, contributing to the City's and the Region's urban design objectives for Highway 7.

The proposed development conforms to approved Provincial and Regional policies and with the policies of the City of Markham's Official Plan 2014 (approved but not yet in force).

PART II – THE OFFICIAL PLAN AMENDMENT

(This is an operative part of Official Plan Amendment No. XXX)

7.

PART II – THE OFFICIAL PLAN AMENDMENT

(This is an operative part of Official Plan Amendment No. XXX)

1. THE AMENDMENT

- 1.1 Section 1.1.2 of Part II of the Official Plan (Revised 1987), as amended, is hereby amended by the addition of the number XXX to the list of amendments, to be placed in numerical order including any required grammatical and punctuation changes.
- 1.2 Section 1.1.3 c) of Part II of the Official Plan is hereby amended by the addition of the number XXX to the list of amendments, including any required grammatical and punctuation changes in the bullet item dealing with Secondary Plan PD 1-15 for a portion of the Markham and Unionville Planning District (Planning District No. 1).
- 1.3 Section 9.2.12 of Part II of the Official Plan (Revised 1987), as amended, is hereby amended by the addition of the number XXX to the list of amendments, to be placed in numerical order including any grammatical and punctuation changes prior to the words “to this Plan”.
- 1.4 No additional changes to the text or schedules of the Official Plan (Revised 1987), as amended, are being made by this Amendment. This Amendment is also being made to incorporate changes to the text of the Secondary Plan PD 1-15 for a portion of the Markham and Unionville Planning District (Planning District No. 1). These changes are outlined in Part III which comprises Amendment No. 7 to Secondary Plan PD 1-15.

2. IMPLEMENTATION AND INTERPRETATION

The provisions of the Official Plan, as amended, regarding the implementation and interpretation of the Plan, shall apply in regard to this Amendment, except as specifically provided for in this Amendment.

This Amendment shall be implemented by an amendment to the Zoning By-law and Site Plan Approval, in conformity with the provisions of this Amendment.

PART III – THE SECONDARY PLAN AMENDMENT (PD 1-15-7)

(This is an operative part of Official Plan Amendment No. XXX)

PART III – THE SECONDARY PLAN AMENDMENT (PD 1-15-7)

(This is an operative part of Official Plan Amendment No. XXX)

1.0 THE AMENDMENT

(Amendment No. 7 to the Secondary Plan PD 1-15 for a portion of the Markham and Unionville Planning District).

Secondary Plan PD 1-15 for a portion of the Markham and Unionville Planning District is amended for the subject lands as follows:

1.1 Section 5.2 is hereby amended by adding new subsection 5.2.10 as follows:

“5.2.10 4116, 4128 and 4142 Highway 7 East

The following provisions apply to the lands municipally known as 4116, 4128 and 4142 Highway 7 East. Should there be a conflict between these provisions and any other provisions in this Secondary Plan, the provisions of this section shall prevail for the subject lands:

- (a) The subject lands may be used for a maximum of 52 townhouse dwelling units.
- (b) Townhouse development shall be subject to the following specific design guidelines:
 - Building design shall be sensitive to the immediate adjacent context and respond accordingly in terms of massing, façade articulation and materials.
 - High quality urban landscaped courts should buffer the transition from public streetscape to private unit access.
 - Prominent at grade pedestrian access should be provided to each unit.
 - The street frontage of townhouses should contain fenestration/openings providing views into and out of the building. Blank building walls facing public streets should be minimized and where unavoidable should be mitigated by landscaping and building detailing.
 - The architecture and landscape of the townhouses should contribute to the character of the pedestrian and public realm.”

2. IMPLEMENTATION AND INTERPRETATION

The provisions of the Official Plan (Revised 1987), as amended, regarding the implementation and interpretation of the Plan, shall apply in regard to this Amendment, except as specifically provided for in this Amendment.

This Amendment shall be implemented by an amendment to Zoning By-laws 118-79 and 177-96, as amended, and Site Plan Approval in conformity with the provisions of this Amendment.

XXXX, 2015

MARKHAM

BY-LAW 2015-_____

**A By-law to amend By-law 122-72, as amended,
(to delete lands from the designated area of By-law 122-72)
and to amend By-law 177-96, as amended
(to incorporate lands into the designated area of By-law 177-96)**

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

- 1 That By-law 122-72, as amended, is hereby further amended by deleting the lands shown on Schedule 'A' attached hereto, from the designated area of By-laws 122-72, as amended.
- 2 By-law 177-96, as amended, is hereby further amended as follows:
 - 2.1 By expanding the designated area of By-law 177-96, as amended, to include the lands shown on Schedule 'A' attached hereto.
 - 2.2 By rezoning the lands:
 - (i) from Rural Residential One (RR1) under By-law 122-72 to Residential Two (R2*530) under By-law 177-96
 - (ii) from Rural Residential One (RR1) under By-law 122-72 to Community Amenity One (CA1*531) under By-law 177-96

as shown on Schedule 'A' attached hereto.
- 3 By adding the following subsections to Section 7 – EXCEPTIONS:

**"7.530 LITCHFIELD DEVELOPMENTS LIMITED
NORTH SIDE OF LICHFIELD ROAD, WEST OF
SCIBERRAS ROAD**

Notwithstanding any other provisions of this By-law, the provisions in this Section shall apply to those lands denoted *530 as shown on 'Schedule A' to this By-law subject to any holding provisions applying to the subject lands.

7.530.1 Only Permitted Uses

The following uses are the only permitted uses:

 - a) Not more than 17 *Townhouse dwellings*

7.530.2 Zone Standards

The following specific Zone Standards shall apply:

 - a) Minimum required *lot frontage* - 6.0 metres
 - b) Minimum required *front yard* - 4 metres
 - c) Minimum required *exterior side yard* - 1.2 metres

**LITCHFIELD DEVELOPMENTS LIMITED
SOUTH SIDE OF LITCHFIELD ROAD, WEST OF
SCIBERRAS ROAD**

Notwithstanding any other provisions of this By-law, the provisions in this Section shall apply to those lands denoted *531 as shown on 'Schedule A' to this By-law subject to any holding provisions applying to the subject lands.

7.531.1 Only Permitted Uses

The following uses are the only permitted uses:

- a) Not more than 35 *Townhouse dwellings*

7.531.2 Zone Standards

The following specific Zone Standards shall apply:

- a) Minimum required *yard* adjoining a *public street* – 3 metres
- b) Maximum *height* – 12 metres

7.531.3 Special Site Provisions

The following additional provisions shall apply:

- a) Notwithstanding any further division or partition of lands subject to this Section, all lands zoned with the symbol *531, as shown on Schedule 'A', shall together be deemed to be one lot for the purposes of this by-law.
- b) Special Provision (17) shall not apply.
- c) The maximum *floor space index* requirement shall not apply.

7.531.4 Special Parking Provisions

- a) Parking shall be provided at a rate of 2 *parking spaces* per *dwelling unit*."

- 4 All other provisions of By-law 177-96, as amended, not inconsistent with the provisions of this by-law shall continue to apply.

Approved by the Ontario Municipal Board on _____.



Explanatory Note

By-law 2015-__

A By-law to amend By-law 122-72, as amended,
(to delete lands from the designated area of By-law 122-72)
and to amend By-law 177-96, as amended
(to incorporate lands into the designated area of By-law 177-96)

Litchfield Developments Limited
North and South Sides of Lichfield Road, west of Sciberras Road

Lands Affected

The proposed By-law amendment applies to a parcel of land located on the north and south sides of the future extension of Lichfield Road, west of Sciberras Road, north of Highway 7.

Existing Zoning

The lands are zoned Rural Residential One (RR1) under By-law 122-72, as amended.

Purpose and Effect

The purpose and effect of this By-law amendment is to remove the subject lands from the designated area of Zoning By-law 122-72, and to rezone the subject lands from Rural Residential One (RR1) under By-law 122-72, as amended, to Residential Two (R2*530) and Community Amenity One (CA1*531) under By-law 177-96, as amended, to facilitate a development comprised of 17 freehold townhouse dwellings and 35 Condominium block townhouse dwellings on the subject lands, consistent with the pattern of development on the adjacent lands to the east.

ATTACHMENT 3

THE CONDITIONS TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19TM-13005 (LITCHFIELD DEVELOPMENTS LIMITED) (DRAFT APPROVED BY THE ONTARIO MUNICIPAL BOARD ON XXXX, 2015) ARE AS FOLLOWS:

1 General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Humphries Planning Group Inc. identified as File Number 6129-1, with a last revision date of January 21, 2015 (the "Draft Plan") incorporating the following redline revisions:
 - Any modifications to the Draft Plan required by external agencies.
 - Revise servicing easement boundaries as per the accepted plan.
 - Show ROW rounding radius for all roadways intersections.
 - Show ROW curve radius along all roadways.
- 1.2 This Draft Plan Approval shall apply for a maximum period of three (3) years from date of approval by the Ontario Municipal Board, and shall accordingly lapse on ----- unless the 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 including the Regional Municipality of York, and other applicable public agencies, financial and otherwise, prior to final approval of the Draft Plan.
- 1.4 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, Internal Functional Traffic Design Study Stormwater Management Study (Environmental Master Drainage Plan), Internal Servicing Study, 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.
- 1.5 The Owner acknowledges that the City may update the conditions of draft approval and require revisions to the Draft Plan to respond to updates to implementing studies/plans/guidelines, and City and Public Agency requirements.

2 Cost Sharing

- 2.1 Prior to the release for registration of the Draft Plan, the Owner shall enter into the North Markham Avenue 7 and the Markham Avenue 7 Developers Group agreements. The Group Trustees shall deliver releases to the City confirming that the Owner has satisfied all conditions of the respective group agreements and the Trustees have no objection to the registration of the plan.

3 Servicing Allocation

- 3.1 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 being satisfied that adequate water supply and sanitary sewer capacity is available.

4 Heritage

- 4.1 Prior to final approval of the draft plan of Subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the 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 prior to the issuance of a letter from the Ministry of Culture to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 4.2 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.

5 Roads

- 5.1 The road allowances within the draft plan shall be named to the satisfaction of the City and the Region of York.
- 5.2 The road allowances within the draft plan shall be dedicated as public highway, free of all costs and encumbrances (except as may be authorized in writing by the City Solicitor) to the satisfaction of the City's Director of Engineering and City Solicitor, upon registration of the Draft Plan.
- 5.3 The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the City (Commissioner of Development Services).
- 5.4 The Owner shall convey 0.3m reserve at the east end of Street 'A' to the City, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 5.5 The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the 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.

- 5.6 The Owner shall covenant and agree in the subdivision agreement to implement the traffic calming measures identified in the Internal Functional Traffic Design 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.
- 5.7 The Owner shall covenant and agree in the subdivision agreement to remove and restore the existing turning circle, including restoration of boulevards, on the east end of Street 'A' to the satisfaction of the Director of Engineering.
- 5.8 The Owner shall covenant and agree in the subdivision agreement to complete the construction of Street 'A' on the west end including the portion of the street/boulevards outside the subdivision on City's lands to ensure that Street 'A' extends to Ferrah Street as per the City's standards to the satisfaction of the Director of Engineering.
- 5.9 The Owner shall covenant and agree in the subdivision agreement to construct a sidewalk on the south and west sides of Lichfield Road extending from the east boundary of the Draft Plan to Ferrah Street. The Owner shall acknowledge and agree in the subdivision agreement that the sidewalk shall be relocated to the north and east sides of the street, if required by the City, prior to construction.
- 5.10 The Owner shall covenant and agree in the subdivision agreement to construct a 2.0 m (min.) wide concrete walkway along the west boundary of the Draft Plan extending from Lichfield Road to the future sidewalk on Highway 7. The Owner shall convey a public access easement over this walkway to the City if required by the City.

6 Transportation Demand Management (TDM)

- 6.1 The Owner covenants and agrees to prepare and submit TDM Plan for Block 3, if required by the City, for review and approval by the Director of Engineering at the time of site plan application for Block 3 and as a condition of site plan approval. The proposed TDM Plan shall include strategies, but not limited to, improvement of available transportation options, reducing auto dependence and increasing the mode share of non-auto modes. The Owner further covenants and agrees to implement the recommendations of approved TDM Plan, in the future site plan agreement for Block 3, which shall be binding on future owners of the blocks and condominium corporations.

7 Noise

- 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 Stormwater Management

- 8.1 The Owner shall covenant and agree in the Subdivision Agreement to comply with all the requirements of the Master Servicing and Drainage Plan (MSDP) titled "Markham Avenue 7 Landowners Group" prepared by SCS Consulting Group Ltd., dated September 21, 2011, and accepted by the City (Commissioner of Development Services) and the TRCA and any updated or alternative servicing scheme accepted by the Director of Engineering.
- 8.2 Prior to execution of the Subdivision Agreement for the Draft Plan, the Owner shall submit a stormwater management study in accordance with the MSDP or approved alternative servicing scheme, prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for approval by the City and the TRCA.
- 8.3 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.
- 8.4 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.
- 8.5 The Owner shall covenant and agree in the Subdivision Agreement to ensure that discharge to the proposed storm sewer on York Region lands are available or necessary arrangements are made with York Region to ensure its availability, prior to registration of the plan of subdivision.

9 Environmental Site Assessment (ESA)

- 9.1 Prior to the execution of the Subdivision Agreement for 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 any lands to be conveyed to the City and any proposed remedial action plan, for peer review and concurrence. The Owner shall pay all costs associated with the City retaining a third-party reviewer for the peer review service.
- 9.2 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.

- 9.3 The Owner shall file a Record of Site Condition on the Provincial Environmental Site Registry for the land to be conveyed to the City.
- 9.4 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.

10 Well Monitoring Program and Mitigation Plan

- 10.1 Prior to execution of the Subdivision Agreement or start of construction, whichever is earlier, the Owner shall investigate any existing water wells within 500 m of the boundary of the Draft Plan (Zone of Influence). If the investigation shows that there are active water wells, the Owner shall submit a well monitoring program and mitigation plan to the Director of Engineering for review and acceptance.
- 10.2 If there are active water wells, the Owner shall covenant and agree in the Subdivision Agreement to provide financial securities to ensure the well monitoring program and mitigation plan are implemented and to implement the recommendations prior to any dewatering activity.

11 Municipal Services

- 11.1 The Owner shall acknowledge and agree in the Subdivision Agreement that final approval of any development within the Draft Plan shall be subject to adequate sanitary sewer capacity and water supply to service the development being allocated by City Council.
- 11.2 Prior to execution of the Subdivision Agreement for the Draft Plan, the Owner shall prepare, to the satisfaction of the Director of Engineering, a Functional Servicing Report in accordance with the MSDP or approved alternative servicing scheme to determine the infrastructure required for all municipal services internal to the subdivision.
- 11.3 The Owner shall covenant and agree in the Subdivision Agreement that it 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.
- 11.4 Prior to execution of the Subdivision Agreement for 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 Functional Servicing Report and MSDP where applicable, to the satisfaction of the Director of Engineering.

- 11.5 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.

12 Dewatering

- 12.1 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 City's 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. Permanent dewatering of groundwater or interflow associated with any component of this development may be permitted, provided it can be demonstrated to the satisfaction of the City, that any potential impacts to groundwater resources can be adequately mitigated.

13 Internal Functional Traffic Design Study

- 13.1 Prior to final approval of the draft plan, the Owner shall prepare an Internal Functional Traffic Design Study, if required by the City. The Owner shall incorporate the requirements and criteria of the Study into the draft approved plan and subdivision agreement.

14 Recycling

- 14.1 The Owner shall covenant and agree in the Subdivision Agreement 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; and
 - 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.

15 Development Charges

- 15.1 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.

- 15.2 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.

16 Easements

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

17 Utilities

- 17.1 Prior to execution of the Subdivision Agreement for 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.
- 17.2 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.
- 17.3 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 of the plan of subdivision 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.
- 17.4 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, natural gas and telecommunications companies, etc. and to undertake to provide the services in a manner which serves to minimize the exposure of above grade service structure/equipment.
- 17.5 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.

- 17.6 The Owner shall covenant and agree in the Subdivision Agreement to construct public streets in accordance with municipal standards; grade all streets to final elevation prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of the natural gas provider and the City .
- 17.7 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 (Commissioner of Development Services) and authorized agencies.
- 17.8 The Owner shall covenant and agree in the Subdivision Agreement to enter into any agreement or agreements required by any applicable utility companies, including PowerStream, the natural gas provider, telecommunications companies, etc.
- 17.9 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 release for registration of any phase of the draft plan 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.

18 Fire Department

- 18.1 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.

Urban Design

19 Tree Preservation

- 19.1 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.

- 19.2 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.
- 19.3 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.
- 19.4 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 20 cm and 40 cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1.
 - b) All trees over 40 cm DBH shall have an 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.

20 Parkland Dedication

- 20.1 All parkland dedication requirements shall be satisfied by making cash-in-lieu of parkland dedication payments to the City, in accordance with the following schedule:
- a) Blocks 1 and 2 (freehold townhouses on north side of Lichfield Road) – with subdivision agreement.
 - b) Block 3 (condominium townhouses between Lichfield Road and Highway 7) – at the site plan approval stage in accordance with the City policy in effect at the time.

21 Streetscape Plan

- 21.1 The Owner shall prepare at no cost to the City and submit a Streetscape Master Plan 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 the Markham streetscape Manual 2009 as amended from time to time;
 - Grading and composite utility information; and

- Street furniture and lighting details.
- 21.2 The City recognizes that the final streetscaping and landscaping may be phased and there may be the need for an interim treatment for the public right-of-way. 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.
 - 21.3 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.
 - 21.4 Streetscaping and landscaping within the draft plan 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 shall pay for all landscaping requirements including street tree planting 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.
 - 21.5 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 the approved Streetscape Master Plan and Implementation Plan. If the value of the landscape works within the draft plan on the approved plans is higher than the estimated Letter of Credit provided, then the Owner shall, forthwith upon written demand, provide an additional Letter of Credit to the City for the difference owing. If the value of the landscape works is less than the estimated Letter of Credit provided for in this Agreement, then the City shall reduce the letter of Credit amount for the difference owing.
 - 21.6 The Owner shall retain a qualified Landscape Architect satisfactory to the City for landscape construction management, site inspection and project control to ensure compliance with this Agreement and the approved plans.
 - 21.7 No changes or substitutions shall be made to the approved Streetscape Master Plan without the written approval of the City's Director of Planning and Urban Design.
 - 21.8 The prescribed works shall be guaranteed for two (2) years from the date of the City's receipt of the Landscape Architect's certificate of substantial completion.
 - 21.9 The Owner shall maintain all boulevards within the draft plan until accepted for maintenance by the City. 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.
 - 21.10 Streetscaping and landscaping within the draft plan 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 shall pay for all landscaping requirements including street tree planting 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.

- 21.11 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 the approved Streetscape Master Plan and Implementation Plan. If the value of the landscape works within the draft plan on the approved plans is higher than the estimated Letter of Credit provided, then the Owner shall, forthwith upon written demand, provide an additional Letter of Credit to the City for the difference owing. If the value of the landscape works is less than the estimated Letter of Credit provided for in this Agreement, then the City shall reduce the letter of Credit amount for the difference owing.
- 21.12 The Owner shall retain a qualified Landscape Architect satisfactory to the City for landscape construction management, site inspection and project control to ensure compliance with this Agreement and the approved plans.
- 21.13 No changes or substitutions shall be made to the approved Streetscape Master Plan without the written approval of the City's Director of Planning and Urban Design.
- 21.14 The prescribed works shall be guaranteed for two (2) years from the date of the City's receipt of the Landscape Architect's certificate of substantial completion.
- 21.15 The Owner shall maintain all boulevards within the draft plan until accepted for maintenance by the City.
- 21.16 The Owner shall covenant and agree in the Subdivision Agreement to pay to the City \$20,000.00 for the purpose of supplying and installing a decorative metal fence across the Highway 7 frontages of 73-93 Lichfield Road. This payment shall be made at the time of execution of the Subdivision Agreement, to the satisfaction of the Commissioner of Development Services.

22 Site Plan Approval

- 22.1 The Owner covenants and agrees to submit townhouse siting approval applications for Blocks 1 and 2 (freehold townhouses on north side of Lichfield Road) and site plan applications for Block 3 (condominium townhouses between Lichfield road and highway 7) to the City for approval to ensure appropriate building placement, elevation treatments, landscape and overall compliance with applicable design policies and guidelines.

23 Vacant Lands

- 23.1 The Owner shall rough grade, topsoil, seed, maintain and install a post and wire fence around all parcels that are expected to be vacant for six (6) months following the registration of this Agreement, to the satisfaction of the Director of Planning and Urban Design and the Owner shall:
- (a) cut the herbaceous vegetation a minimum of three times per year;
 - (b) remove the post and wire fence when requested by the Director of Planning and Urban Design in writing to do so;
 - (c) not store or allow the storage of any materials, including topsoil and construction materials, on any such parcel without the written approval of the Director of Planning and Urban Design; and
 - (d) in respect of lands conveyed or to be conveyed for park purposes, grade 300mm below engineered final grade.

Public Agencies

24 Telecommunications Provider

- 24.1 Prior to the execution of the Subdivision Agreement, the Owner shall enter into an agreement (Letter of Understanding) with a telecommunications provider 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.
- 24.2 The Owner shall provide to its telecommunications provider 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.

25 Regional Municipality of York

- 25.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 25.2 Prior to final approval, York Region shall confirm that adequate water supply and sewage servicing 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.

- 25.3 Prior to final approval, a Functional Servicing Report for water and wastewater servicing shall be submitted to the Infrastructure Asset Management Branch for review and approval.
- 25.4 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.
- 25.5 Prior to final approval, the engineering drawing showing the layout of the watermain and sewers shall be submitted to the Infrastructure Asset Management Branch for review.
- 25.6 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, and engineering drawings showing details of the connection shall be submitted to Infrastructure Asset Management for approval.
- 25.7 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 Corporate Services Department for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 25.8 Prior to final approval, the Owner shall provide a written undertaking, to the satisfaction of the Corporate Services Department that the Owner agrees to implement the recommendations of the functional transportation report/plan as approved by the Corporate Services Department.
- 25.9 Prior to final approval, the Owner shall submit detailed engineering drawings, to the Corporate Services Department for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by the Corporate Services Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, erosion and siltation control plans, site grading and servicing, plan and profile, construction access and mud mat design, utility and underground servicing location plans and landscape plans.
- 25.10 Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Corporate Services Department and illustrated on the Engineering Drawings.
- 25.11 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services 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.

25.12 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services 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 Corporate Services Department.

25.13 Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region staff:

- a) All existing woody vegetation within the York Region road right-of-way;
- b) Tree protection measures to be implemented on and off the York Region road right-of-way to protect right-of-way vegetation to be preserved;
- c) Any woody vegetation within the York Region road right-of-way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road right-of-way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal;
- d) A planting plan for all new and relocated vegetation to be planted within the York Region road right-of-way, based on the following general guideline.

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.

25.14 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 Corporate Services Department recommending noise attenuation features.

25.15 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services Department, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Corporate Services Department.

25.16 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services 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.

- 25.17 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."

- 25.18 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 Corporate Services Department, as follows:

- a) That no part of any noise attenuation feature shall be constructed on or within the York Region right-of-way;
- b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
- c) That maintenance of the noise barriers and fences bordering on York Region right-of-ways shall not be the responsibility of York Region; and
- d) 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 Corporate Services Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.

- 25.19 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

- 25.20 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.

- 25.21 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.

- 25.22 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.
- 25.23 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.
- 25.24 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services 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.
- 25.25 The Owner shall agree prior to the development approval of any development blocks in this plan of subdivision, that direct vehicle access from any development lots or blocks to Highway 7, will not be permitted. Access must be obtained through the internal road network.
- 25.26 Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Corporate Services 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.

25.27 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Corporate Services 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.

25.28 The Owner shall satisfy the Regional Transportation Services Department that the services to be installed within or in conjunction with the Plan will provide passenger standing areas/shelter pads identified below and shall be installed to the satisfaction of the local municipality and York Region Transit. The Region confirms that all such passenger standing areas/shelter pads shall be owned and maintained by the Region and that the local municipality shall have no responsibility for those, notwithstanding that they may be included in the Subdivision Agreement.

Subject to approval by YRT/Viva, passenger standing areas and shelter pads shall be provided at the following locations:

- On Highway 7 at location identified on the draft plan as easement (northeast corner – YRT - 1.02)

The passenger standing areas/shelter pads shall be provided at no cost to York Region and shall be provided concurrently with construction of necessary sidewalks. The Owner may apply for a development charge credit, in accordance with the York Region - Road Works development charge credit guideline for passenger standing areas and shelter pads.

Landscaping should not interfere with the bus stops, passenger standing areas or corner sightlines. Bus stop located in front of the employment areas shall be incorporated into the landscape design.

The bus stop locations determined during the design phase are subject to change. Prior to construction of the passenger standing areas/shelter pads, the Owner/consultant shall confirm with YRT the final bus stop locations/requirements. The Owner/consultant is to contact YRT Facilities Supervisor (tel. 905-762-2111) to confirm final details.

25.29 Prior to final approval, the Owner shall submit drawings showing, as applicable, the sidewalk locations, concrete pedestrian access, passenger standing areas and shelter pads to the satisfaction of York Region.

25.30 The Owner shall agree in the Subdivision Agreement to advise all potential purchasers of the existing and future introduction of transit services in this

development as identified in Condition 25.28. This includes current and potential transit routes, bus stops and shelter locations. This shall be achieved through distribution of information/marketing materials (YRT route maps, Future Plan maps & providing YRT website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT route maps and the Future Plan maps are available from YRT upon request.

- 25.31 The Owner shall satisfy the Regional Transportation Services Department that the services to be installed within or in conjunction with the Plan will include illumination in accordance with the local municipality's design standards along all streets which have or will have transit services, sidewalks, pedestrian access and bus stop locations.
- 25.32 The Owner shall agree in the Subdivision Agreement to provide direct shared pedestrian and cycling access from the proposed development to Highway 7.
- 25.33 The Owner shall agree in the Subdivision Agreement to provide programs and incentives to support and promote active transportation and public transit in order to reduce single-occupant-vehicle trips to/from the proposed development.
- 25.34 Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Corporate Services Department, outlining all requirements of the Corporate Services Department.
- 25.35 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 prior to final approval in accordance with By-law # 2012-36.
- 25.36 The Regional Corporate Services Department shall advise that Conditions 25.1 to 25.35 inclusive, have been satisfied.

26 Canada Post

- 26.1 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.
- 26.2 Prior to execution of the subdivision agreement for 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.

27 Natural Gas Provider

- 27.1 The Owner shall covenant and agree in the subdivision agreement 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 the natural gas provider; and
 - coordinate the preparation of an overall utility distribution plan to the satisfaction of all effected authorities.

28 Powerstream

- 28.1 Prior to release for registration 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.

29 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 25.1 - 25.36 have been satisfied.
- b) The Ministry of Culture shall advise that Conditions 4.1 and 4.2 been satisfied.
- c) The telephone or telecommunications provider shall advise that its conditions and requirements have been satisfied.
- d) Canada Post Corporation shall advise that its conditions and requirements have been satisfied.
- e) The natural gas provider shall advise that its conditions and requirements have been satisfied.

ISSUED: XXXX, XX, 2015

Ron Blake
Acting Senior Development Manager



