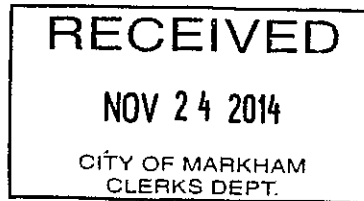


Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE: November 17, 2014

CASE NO.: PL131179

Forest Bay Homes Ltd. has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's neglect to enact a proposed amendment to the Official Plan for the City of Markham to specifically include the subject lands, which is approximately 32 hectares (79 acres) in size and located along the east side of the Morningside Tributary, stretching from Steeles Avenue East north to the CNR York Subdivision line (municipally known as 6350 Steeles Avenue East), in the Armadale East Secondary Plan (PD 24-2) and extend the "Low Density", "Medium Density I", "High Density" and "Neighbourhood Park" designations to the subject lands, to permit a residential plan of subdivision consisting of 862 units (62 singles, 152 semi-detached, 3 medium density blocks totaling 482 units and 2 high density blocks with 166 units) and a 3 hectare (7.4 acres) park
City of Markham File No. OP.98-224937
OMB Case No. PL131179
OMB File No. PL131179

Forest Bay Homes Ltd. has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's neglect to enact a proposed amendment to Zoning By-law 304-87, as amended, of the City of Markham to rezone the subjects, which is approximately 32 hectares (79 acres) in size and located along the east side of the Morningside Tributary, stretching from Steeles Avenue East north to the CNR York Subdivision line (municipally known as 6350 Steeles Avenue East), from "A1-Agricultural One Zone" to a zoning designation to permit a residential plan of subdivision consisting of 862 units (62 singles, 152 semi-detached, 3 medium density blocks totaling 482 units and 2 high density blocks with 166 units) and a 3 hectare (7.4 acres) park
City of Markham File No. ZO.98-224946
OMB Case No. PL131179
OMB File No. PL131180

Forest Bay Homes Ltd. has appealed to the Ontario Municipal Board under subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from the failure of the City of Markham to make a decision respecting a proposed plan of subdivision on a 32 hectare (79 acres) parcel of land composed of Part of Lots 1, 2 and 3, Concession 8, located along the east side of the Morningside Tributary, stretching from Steeles Avenue East north to the CNR York Subdivision line (municipally known as 6350 Steeles Avenue East), to consist of 862 units (62 singles, 152 semi-detached, 3 medium density blocks totaling 482 units and 2 high density blocks with 166 units) and a 3 hectare (7.4 acres) park
City of Markham File No. SU.98-224944
OMB Case No. PL131179
OMB File No. PL131181

BEFORE:

JASON CHEE-HING
MEMBER

) Monday, the 17th day of
)
) November, 2014

THIS MATTER having come on for public hearing and the Ontario Municipal Board (the "Board"), pursuant to its Decision issued on November 10, 2014 (the "Decision") having withheld its Order to await receipt of the final form of the Official Plan Amendment and Zoning By-law Amendment and the conditions of draft plan of subdivision approval;

THE BOARD ORDERS that the appeal with respect to the Official Plan Amendment is allowed, and the Official Plan for the City of Markham is amended as set out in Attachment "1" to this Order;

AND THE BOARD ORDERS that the appeal with respect to the Zoning By-law Amendment is allowed, and By-law Nos. 304-87 & 90-81 of the City of Markham, are hereby amended in the manner set out in Attachment "2" to this Order. The Board authorizes the municipal clerk to assign a number to this by-law for record keeping purposes;

AND THE BOARD ORDERS that the appeal with respect to the draft plan of subdivision is allowed and the draft plan, identified in Section 1.1 of the conditions of draft plan of subdivision approval attached to this Order as Attachment "3", is approved subject to the fulfillment of the said conditions in its entirety attached hereto as Attachment "3";

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

A handwritten signature in black ink, appearing to read "Jeanne Hagg". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

SECRETARY

Ontario Municipal Board

A constituent tribunal of Environment and Land Tribunals Ontario

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

ATTACHMENT "1"

OFFICIAL PLAN

of the

CITY OF MARKHAM PLANNING AREA

AMENDMENT NO. XXX

To amend the Official Plan (Revised 1987), as amended
to incorporate Amendment No. 12 to the Armadale East Secondary Plan (PD 24-2)
for part of the Armadale Planning District (Planning District No.24).

FOREST BAY HOMES LTD.

(DATE)

CONTENTS

PART I - INTRODUCTION

1.	GENERAL.....	2
2.	LOCATION.....	2
3.	PURPOSE.....	2
4.	BASIS.....	3

PART II – THE OFFICIAL PLAN AMENDMENT

1.	THE OFFICIAL PLAN AMENDMENT.....	5
2.	IMPLEMENTATION AND INTERPRETATION.....	6
3.	SCHEDULE "A".....	7
4.	SCHEDULE "B".....	8

PART III - THE SECONDARY PLAN AMENDMENT

1.	THE SECONDARY PLAN AMENDMENT.....	10
2.	IMPLEMENTATION AND INTERPRETATION.....	10
3.	SCHEDULE "C".....	12
4.	SCHEDULE "D".....	13
5.	SCHEDULE "E".....	14

PART I - INTRODUCTION

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

PART I - INTRODUCTION

1.0 GENERAL

- 1.1** PART I - INTRODUCTION, is included for information purposes and is not an operative part of this Official Plan Amendment.
- 1.2** PART II – THE OFFICIAL PLAN AMENDMENT, including Schedules "A" and "B", attached thereto, constitutes Amendment No. XXX to the Official Plan (Revised 1987), as amended, and is required to enact Amendment No. 12 to the Armadale East Secondary Plan (PD 24-2) for part of Armadale Planning District (Planning District No. 24). Part II is an operative part of this Official Plan Amendment.
- 1.3** PART III – THE SECONDARY PLAN AMENDMENT, including Schedules "C", "D", and "E", attached thereto, constitutes Amendment No. 12 to the Armadale East Secondary Plan (PD 24-2) for part of the Armadale Planning District (Planning District No. 24). This Secondary Plan Amendment may be identified by the symbol PD 24-2-12. Part III is an operative part of this Official Plan Amendment.

2.0 LOCATION

This Official Plan Amendment and Secondary Plan Amendment applies to a 32 hectare property located on the north side of Steeles Avenue East, east of the Morningside Tributary, legally described as Part of Lots 1, 2, and 3, Concession 8.

3.0 PURPOSE

The purpose of this Amendment is to accommodate the development of the Villages of Fairtree – East Village by a plan of subdivision which proposes Single Detached, Semi-detached, Medium Density Residential (townhouses), High Density Residential, a Neighbourhood Park, Hazard Lands, Stormwater Management Ponds and a Community Amenity Area Block to accommodate a heritage dwelling.

4.0 BASIS OF THIS OFFICIAL PLAN AMENDMENT

The subject lands are designated 'URBAN RESIDENTIAL' in the City's Official Plan (Revised 1987), as amended. The 32 hectare (79 ac.) property which comprises this Amendment, represents the final phase of the Villages of Fairtree community (Villages of Fairtree – East Village). The West and South Villages, totaling approximately 1,275 dwelling units, were draft approved in 1998 and are now fully developed.

The proposed residential uses within the plan of subdivision are considered appropriate for the lands. The amendment also provides for a Community Amenity Area Block, located at the northeast corner of Denison Street and Kirkham Drive which will provide for a mixed-use development and allow for flexibility for the re-use of the heritage dwelling.

PART II - THE OFFICIAL PLAN AMENDMENT

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

PART II - THE OFFICIAL PLAN AMENDMENT

1.0 THE OFFICIAL PLAN AMENDMENT

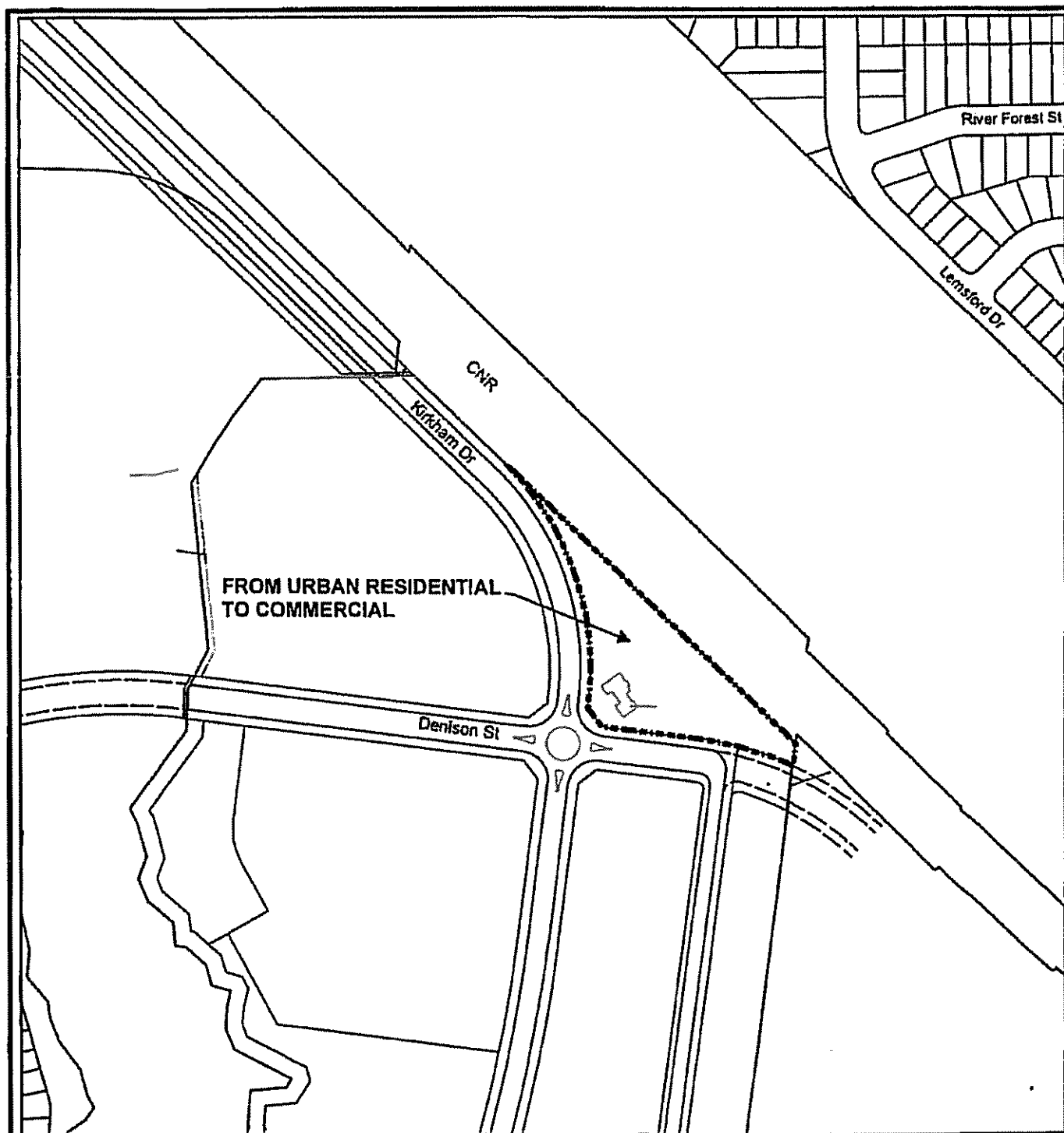
- 1.1** Section 1.1.2 of Part II of the Official Plan (Revised 1987), as amended, is hereby amended by the addition of the number *XXX* to the list of amendments, to be placed in numerical order including any required grammatical and punctuation changes.
- 1.2** Section 1.1.3 a) of Part II of the Official Plan (Revised 1987), as amended, is hereby amended by the addition of the number *XXX* to the list of amendments listed in the second sentence of the bullet item dealing with the Armadale East Secondary Plan PD 24-2, for part of the Armadale Planning District, to be placed in numerical order including any required grammatical and punctuation changes prior to the words "to this Plan".
- 1.3** Section 4.3.24.1(a) of Part II of the Official Plan (Revised 1987), as amended, is hereby amended by replacing the last sentence of the second paragraph with the following: "Official Plan Amendment No. *XXX* incorporated a portion of this area into the Armadale East Secondary Plan PD 24-2. Secondary Plan PD 24-2 will be amended, by amendment to this Plan, to include the remainder of the area."
- 1.4** Section 9.2.6 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 prior to the words "to this Plan".
- 1.5** Schedule 'A' – LAND USE of the Official Plan (Revised 1987), as amended, is hereby amended by re-designating the subject lands as shown on Schedule "A" attached hereto.
- 1.6** Schedule 'H' – COMMERCIAL/INDUSTRIAL CATAGORIES of the Official Plan (Revised 1987), as amended, is hereby amended by designating the subject lands as shown on Schedule "B" attached hereto.
- 1.7** 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 Schedules 'A-1' and 'B-1' of Secondary Plan (PD 24-2) for part of the Armadale Planning District (Planning District No. 24) and to include Figure 24-2-12 to the Secondary Plan. These changes are outlined in Part III which

comprises Amendment No. 12 to the Armadale Secondary Plan (PD 24.2).

2.0 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 Plan of Subdivision in conformity with the provisions of this Amendment.



AMENDMENT TO SCHEDULE 'A' - LAND USE CITY OF MARKHAM OFFICIAL PLAN (REVISED 1987), as amended

 BOUNDARY OF AREA COVERED BY THIS AMENDMENT

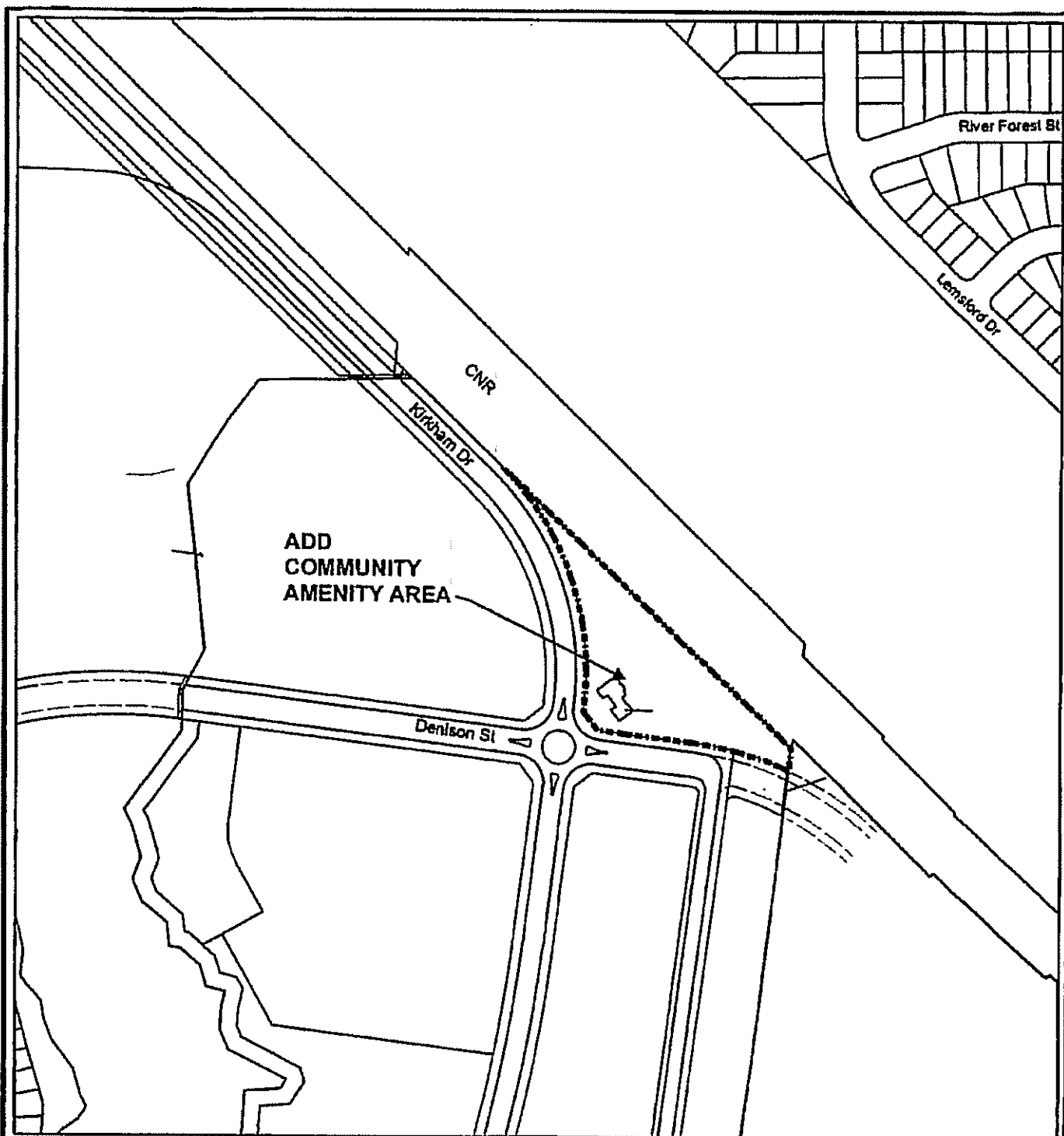
Q:\Geomatics\New Operation\2014 Agenda\AMENDMENTS\SISU\Sche 'A'\SU98224944 (Sche'A) mxd

MARKHAM DEVELOPMENT SERVICES COMMISSION

SCHEDULE "A" TO OPA No. XXX

Drawn By: CPW
Checked By: SK

SCALE: NTS
DATE: 07/10/2014



**AMENDMENT TO SCHEDULE 'H' - COMMERCIAL / INDUSTRIAL CATEGORIES
CITY OF MARKHAM OFFICIAL PLAN (REVISED 1987), as amended**

 **BOUNDARY OF AREA COVERED BY THIS AMENDMENT**

D:\Geomatics\New Operation\2014 Agenda\AMENDMENTS\SU\Sche B\SU88224844 (Sche B).mxd

MARKHAM DEVELOPMENT SERVICES COMMISSION

SCHEDULE 'B' TO OPA No XXX

Drawn By: CPW
Checked By: SK

SCALE: NTS
DATE: 07/10/2014

PART III - THE SECONDARY PLAN AMENDMENT (PD 24-2-12)
(This is an operative part of Official Plan Amendment No. *XXX*)

PART III - THE SECONDARY PLAN AMENDMENT (PD 24-2-12)

1.0 THE SECONDARY PLAN AMENDMENT

(Amendment No. 12 to the Armadale East Secondary Plan PD 24-2)

The Armadale East Secondary Plan (PD 24-2) for Armadale Planning District is hereby amended as follows:

- 1.1 Schedule 'A-1' – LAND USE – is amended by extending the boundary of the Secondary Plan to include lands east of the Morningside Tributary and by identifying the Urban Residential, Commercial and Hazard Land designations as shown on Schedule "C" attached hereto.
- 1.2 Schedule 'B-1' – DETAILED LAND USE – is amended by extending the boundary of the Secondary Plan to include lands east of the Morningside Tributary and by identifying the 'Low Density', 'Medium Density', 'High Density II', 'Community Amenity Area', 'Neighbourhood Park' and 'Hazard Lands' designations and the Minor Collector road location as shown on Schedule "D" attached hereto.
- 1.3 Section 7.3.5 is hereby amended by adding the following subsection f), and Figure 24-2-12 as shown on Schedule "E" attached hereto, to be placed immediately following Section 7.3.5 f):
 - "f) Notwithstanding 7.3.5 a) the maximum net site density on the lands as shown on Figure 24-2-12 shall not exceed 150 units per hectare."
- 1.4 Section 7.5.4 is hereby amended by adding the following subsection i):
 - "i) In addition to the provisions of this Secondary Plan, lands designated Community Amenity Area, located on the northeast corner of Denison Street and Kirkham Drive, may also include a single detached dwelling."

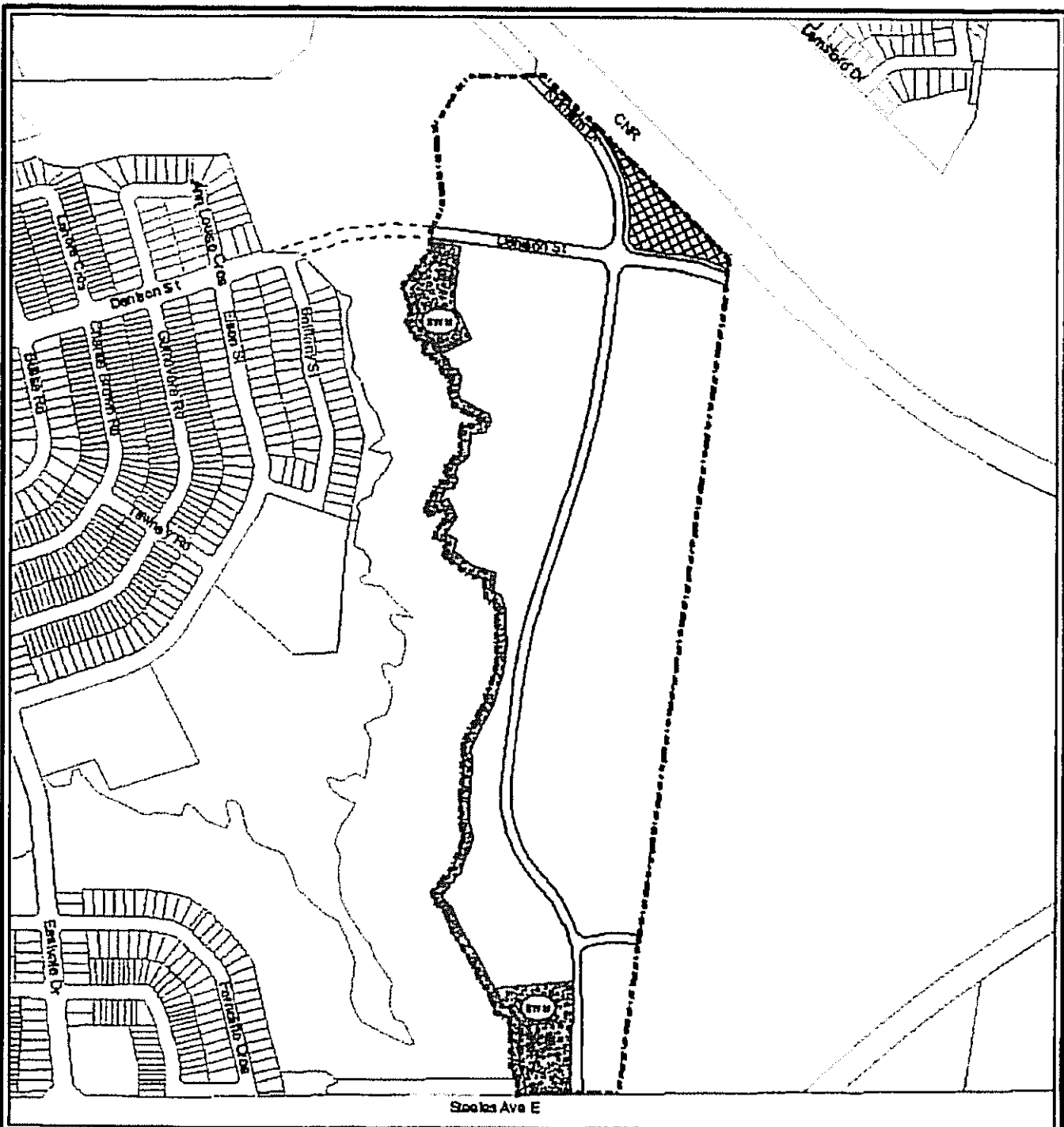
2.0 IMPLEMENTATION AND INTERPRETATION

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.

(Date)

C:\Users\STK\AppData\Local\Temp\OAd80CB\imp



**AMENDMENT TO SCHEDULE "A-1" - LAND USE
OF THE ARMADALE EAST SECONDARY PLAN (PD 24-2)
FOR PART OF THE ARMADALE EAST PLANNING DISTRICT (PLANNING DISTRICT (PD No. 24)**

- | | |
|--|--|
|  BOUNDARY OF AREA COVERED BY THIS AMENDMENT |  HAZARD LANDS |
|  URBAN RESIDENTIAL |  STORMWATER MANAGEMENT POND |
|  COMMERCIAL | |

Q:\Gis\matics\New Operation\2014 Agenda\AMENDMENTS\SUA\Sch C SU33224544 (Sch C) mod



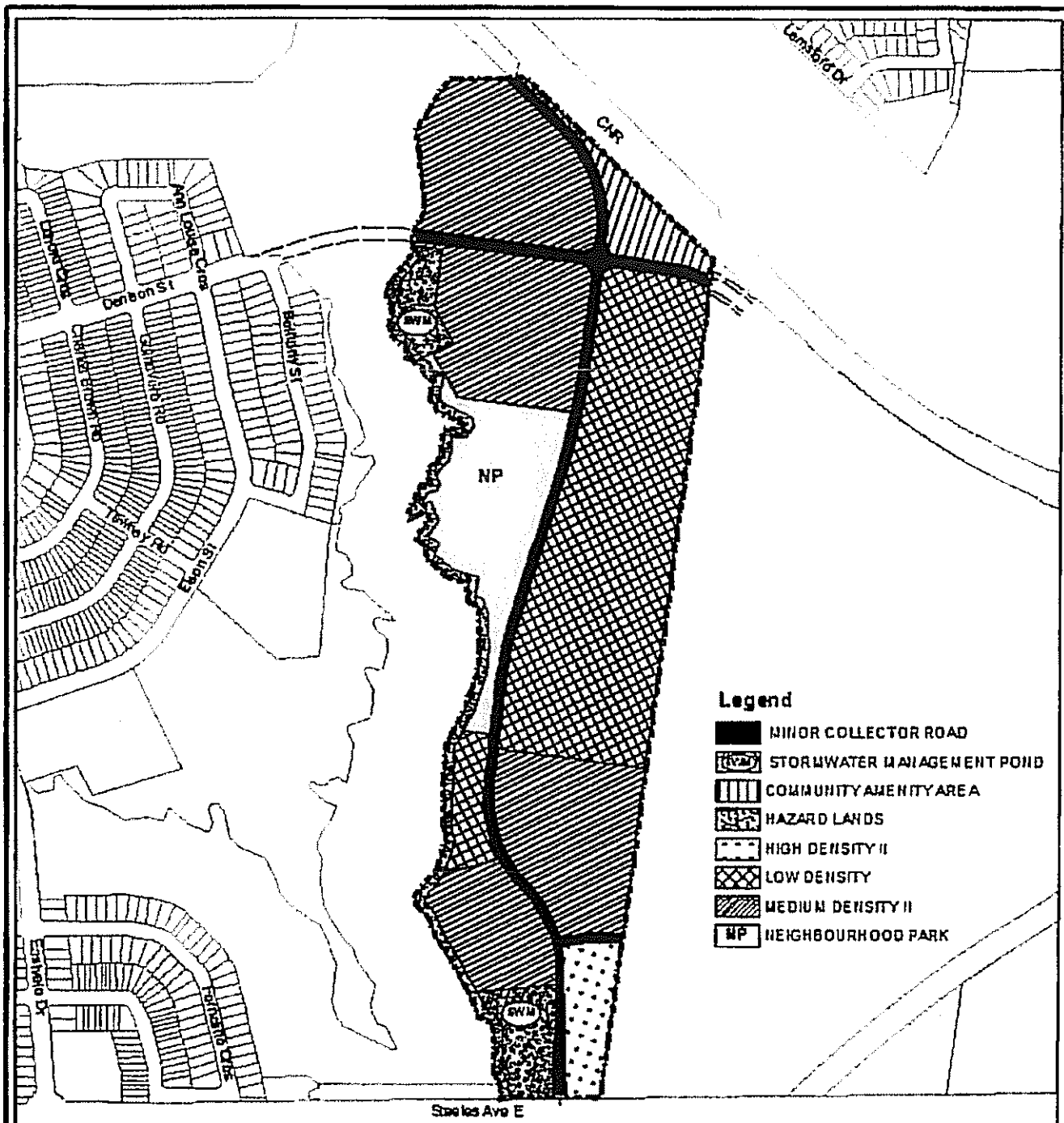
MARKHAM DEVELOPMENT SERVICES COMMISSION

SCHEDULE "C" TO OPA110 XXX

PD 24-2

Drawn By: CPW
Checked By: SK

SCALE: NTS
DATE: 07/10/2014



Legend

- MINOR COLLECTOR ROAD
- STORMWATER MANAGEMENT POND
- COMMUNITY AMENITY AREA
- HAZARD LANDS
- HIGH DENSITY II
- LOW DENSITY
- MEDIUM DENSITY II
- NEIGHBOURHOOD PARK

AMENDMENT TO SCHEDULE "B-1" - DETAILED LAND USE
OF THE ARMADALE EAST SECONDARY PLAN (PD 24 - 2)
FOR PART OF THE ARMADALE EAST PLANNING DISTRICT (PLANNING DISTRICT (PD No. 24))

BOUNDARY OF AREA COVERED BY THIS AMENDMENT

Q:\GIS\armadale New Operation\2014 Agenda\AMENDMENTS\B1\Sche D SU38221944 (Sche D).mxd



MARKHAM DEVELOPMENT SERVICES COMMISSION

SCHEDULE "D" TO OPA No. XXX

PD 24-2

Drawn By: CPW
Checked By: SK

SCALE: NTS
DATE: 07/10/2014

ATTACHMENT "2"



EXPLANATORY NOTE

BY-LAW 2014-__

A By-law to amend By-laws 304-87 and 90-81, as amended

Forest Bay Homes
6350 Steeles Avenue East
North side of Steeles Avenue, East of Markham Road

Lands Affected

This by-law amendment applies to a 32.01 (79.09 ac) parcel of land located on the north side of Steeles Avenue East, East of Markham Road.

Existing Zoning

The lands are presently zoned Agriculture One (A1), By By-law 304-87, as amended.

Purpose and Effect

The purpose of this by-law amendment is to delete the lands from the area zoned by By-law 304-87, as amended, and incorporate the lands into appropriate residential, open space, and community amenity zone designations within By-law 90-81, as amended. The proposed zone designations are:

• Ninth Density – Single Detached Residential (Hold 1)(Hold 2)	R9(H1)(H2)
• Fourth Density – Semi-detached Residential (Hold 1)(Hold 2)	RSD4(H1)(H2)
• Second Density – Medium Density Residential (Hold 3)	RMD2 (H3)
• Second Density – Medium Density Residential (Hold 2)(Hold 3)	RMD2 (H2)(H3)
• Community Amenity (Hold 1)(Hold 2)(Hold 3)	CA(H1)(H2)(H3)
• Second Density – High Density Residential (Hold 2)(Hold 3)(Hold 4)	RHD2 (H2)(H3)(H4)
• Ninth Density – Single Detached Residential	R9
• Fourth Density – Semi-detached Residential	RSD4
• Open Space	O1
• Institutional and Open Space	O2

The effect of this by-law amendment is that a plan of subdivision comprising 51 single detached units, 196 semi-detached units, 453 townhouse units and 132 high density units for a total of 832 units, will be permitted on the lands. The plan also contains a 3 ha (7.4 ac) neighbourhood park, two storm water management ponds, a community amenity block and a buffer strip adjacent to the Morningside Tributary.

Certain portions of the subject lands will not be developable until after the removal of various holding provisions as shown on Schedule 'A' attached to the By-law.



BY-LAW 2014-_____

A By-law to amend By-law 304-87, as amended
(to delete lands from the designated area of By-law 304-87)
and to amend By-law 90-81, as amended
(to incorporate lands into the designated area of By-law 90-81)

THE COUNCIL OF THE CORPORATION OF THE CITY OF MARKHAM HEREBY ENACTS AS FOLLOWS:

1. THAT By-law 304-87, as amended, is hereby further amended by deleting the lands shown on Schedule 'A' attached hereto, from the designated area of By-law 304-87, as amended.
2. THAT By-law 90-81, as amended, is hereby further amended as follows:

2.1 By expanding the designated area of By-law 90-81, as amended, to include the lands shown on Schedule 'A' attached hereto:

2.2 By zoning the subject lands as follows:

Ninth Density – Single Detached Residential (Hold 1, Hold 2)	R9(H1)(H2)
Fourth Density – Semi-detached Residential (Hold 1, Hold 2)	RSD4(H1)(H2)
Second Density – Medium Density Residential (Hold 3)	RMD2 (H3)
Second Density – Medium Density Residential (Hold 2, Hold 3)	RMD2 (H2)(H3)
Community Amenity (Hold 1, Hold 2, Hold 3)	CA(H1)(H2)(H3)
Second Density-High Density Residential (Hold 2, Hold 3, Hold 4)	RHD2(H2)(H3)(H4)
Ninth Density – Single Detached Residential	R9
Fourth Density – Semi-detached Residential	RSD4
Open Space	O1
Institutional and Open Space	O2

as shown on Schedule 'A' attached hereto.

2.3 By adding the following subsections to Section 7 – EXCEPTIONS:

“7.62 Forest Bay Homes Ltd. (19T-90019)

Ninth Density – Single Detached Residential - R9 Zone

Notwithstanding any other provisions of this By-law, the provisions in this Section shall apply to those lands zoned Ninth Density – Single Detached Residential Zone (R9), as outlined on Schedule 'A'. All other provisions of this By-law, unless specifically modified/amended by this Section, continue to apply to the lands subject to this Section.

7.62.1 Zone Standards

The following specific provisions apply:

- a) Minimum required yards
 - i) *Front yard setback* to the dwelling – 4.5 metres.
 - ii) *Front yard setback* to the attached garage – 5.8 metres.
 - iii) *Side yard setback* – 1.2 metres on one side and 0.6 metres on the other side.
 - iv) *Minimum flankage yard setback* – 3.0 metres.
 - v) *Rear yard setback* for the lands shown as Part I on the attached Schedule 'A' – 7.0 metres.
- b) Maximum building height – 11.0 metres.
- c) Maximum lot coverage – 45%.

7.62.2 Special Site Provisions

The following specific provisions apply:

- a) The *main wall* of the *dwelling* shall project a minimum of 1.5 metres from the *main wall* of the attached *garage*.
- b) The provisions of Section 4.7.2 of By-law 90-81, as amended shall not apply."

"7.63 Forest Bay Homes Ltd. (19T-90019)

Fourth Density – Semi-detached Residential - RSD4 Zone

Notwithstanding any other provisions of this By-law, the provisions in this Section shall apply to those lands zoned Fourth Density – Semi-detached Residential Zone (RSD4), as outlined on Schedule 'A'. All other provisions of this By-law, unless specifically modified/amended by this Section, continue to apply to the lands subject to this Section.

7.63.1 Only permitted uses:

- a) *semi-detached dwelling*

7.63.2 Zone Standards

The following specific provisions apply:

- a) Minimum required yards
 - i) *Front yard setback* to the Dwelling – 4.5 metres
 - ii) *Front yard setback* to the attached *garage* – 5.8 metres
 - iii) *Side yard setback* – 0.9 metres
 - iv) Minimum *flankage yard setback* – 3.0 metres
 - v) *Rear yard setback* for the lands shown as Part 1 on Schedule 'A', attached hereto – 7.0 metres.
- b) Maximum building *height* – 11.0 metres
- c) Maximum *lot coverage* – 45%

7.63.3 Special Site Provisions

The following specific provisions apply:

- a) The *main wall* of the *dwelling* shall project a minimum of 1.5 metres from the *main wall* of the attached *garage*.
- b) The provisions of Section 4.7.2 of By-law 90-81, as amended shall not apply."

"7.64 Forest Bay Homes Ltd. (19T-90019)

Second Density – Medium Density Residential - RMD2 Zone

Notwithstanding any other provisions of this By-law, the provisions in this Section shall apply to those lands zoned Second Density – Medium Density Residential (RMD2) as outlined on 'Schedule A' to this By-law. All other provisions of this By-law, unless specifically modified/amended by this Section, continue to apply to the lands subject to this Section.

7.64.1 Zone Standards

The following specific provisions apply:

- a) Minimum required front yards
 - i) *front yard setback* to the Dwelling – 4.5 metres
 - ii) *front yard setback* to the attached *garage* – 5.8 metres
- b) Minimum side yards:
 - i) *Semi-detached dwelling* – 0.9 metres
 - ii) Interior unit – 0.0 metres
 - iii) End unit *townhouse dwelling* – 1.2 metres
- c) *Flankage yard setback* – 2.0 metres
- d) Minimum setback from the east boundary of Part 2 on the attached Schedule 'A' – 7.5 metres

- e) *Rear yard setback* – 6.0 metres, except that a rear yard that abuts the east boundary of Part 2 on the attached Schedule 'A' shall have a minimum *setback* of 7.5 metres.
- f) Minimum setback to a City street – 4.5 metres
- g) Minimum setback to an Open Space Zone – 7.0 metres
- h) Maximum lot coverage – 45%

7.64.2 Special Site Provisions

The following specific provisions apply:

- a) The provisions of Section 4.7.2 of By-law 90-81, as amended shall not apply.
- b) For the lands subject to this by-law, a *street* shall include a private right-of-way that is used by motor vehicles but not owned by the Corporation or any other public authority."
- c) For *townhouse dwellings*, an opening for a door that provides access to the interior of the main building is not permitted in any portion of a wall facing the interior side lot line that is located less than 1.2 metres from the interior side lot line.

"7.65 Forest Bay Homes Ltd. (19T-90019)

Second Density – High Density Residential - RHD2 Zone

Notwithstanding any other provisions of this By-law, the provisions in this Section shall apply to those lands zoned Second Density – High Density Residential (RHD2) as outlined on 'Schedule A' to this By-law. All other provisions of this By-law, unless specifically modified/amended by this Section, continue to apply to the lands subject to this Section.

7.65.1 Zone Standards

The following specific provisions apply:

- a) Minimum *lot frontage* – 50 metres
- b) Minimum *lot area* – 0.7 ha
- c) Minimum required yards:
 - i) Minimum setback to the north and west lot lines – 4.5 m for the first 3 storeys and 6.5 m for any storey above 3 storeys.
 - ii) Minimum setback to the south lot line – 4.5 m
 - iii) Minimum setback to the east lot line – 7.5 m
- d) Maximum *height* – 18.5 m
- e) Minimum *landscaped area* – 25%

7.65.2 Special Site Provisions

The following specific provisions apply:

- a) The area between the front *lot line* and the *building* shall only be used for *Landscape open space*, but may be crossed by a driveway or private right-of-way.

"7.66 Forest Bay Homes Ltd. (19T-90019)

Community Amenity – CA Zone

Notwithstanding any other provisions of this By-law, the provisions in this Section shall apply to those lands zoned Community Amenity (CA) as outlined on 'Schedule A' to this By-law. All other provisions of this By-law, unless specifically modified/amended by this Section, continue to apply to the lands subject to this Section."

"7.66.1 Only permitted uses:

- a) Banks and financial institution
- b) *Business office*

- c) Professional office
- d) Commercial school
- e) Day nursery or day care centre
- f) Dry cleaning establishment
- g) Personal service shop
- h) Private school
- i) Retail store
- j) Service shop
- k) One (1) single detached dwelling

7.66.2 Zone Standards

The following specific provisions apply:

- a) Minimum lot area – 0.7 ha
- b) Minimum setback to a City street – 4.5 metres"

3. HOLDING PROVISIONS:

For the purpose of this By-law, the Holding Provisions One, Two, Three and Four are hereby established and are identified on Schedule 'A' attached hereto by the symbols (H1), (H2), (H3) and (H4) in parenthesis following the zoning symbol.

No person shall hereafter erect or alter any building or structure on lands subject to the Holding Provisions (H1), (H2), (H3) and (H4) for the purpose permitted under this By-law until amendment(s) to this By-law to remove the symbols (H1), (H2), (H3) and (H4) have come into effect pursuant to the provisions of Section 36 of the Planning Act.

a) Holding Provision One (H1)

Prior to removing the Holding Provision (H1) on Block 155, located on the northeast corner of Denison Street and Kirkham Drive and Lots 1, 41 and 42, located on the south side of Denison Street, east of Kirkham Drive, the following condition must be met to the satisfaction of the City of Markham:

- i) That the Denison Street Extension Class EA has been approved by the Ministry of Environment.

b) Holding Provision Two (H2)

Prior to removing the Holding Provision Two (H2), the following condition must be met to the satisfaction of the City of Markham:

- i) The Owner obtains the Street 'D' connection to Steeles Avenue East and the implementation of the connection to the Steeles Avenue road improvements as identified in the Transportation improvements Donald Cousens Parkway to Morningside Link Environmental Assessment Amendment Report, Regional Municipality of York, dated July 2011 prepared by McCormick Rankin Corporation..

c) Holding Provision Three (H3)

Prior to removing the Holding Provision Three (H3), the following condition must be met to the satisfaction of the City of Markham:

- i) That the Owner obtains Site Plan Approval to the satisfaction of the City.

d) Holding Provision Four (H4)

Prior to removing the Holding Provision Four (H4), the following condition must be met to the satisfaction of the City of Markham:

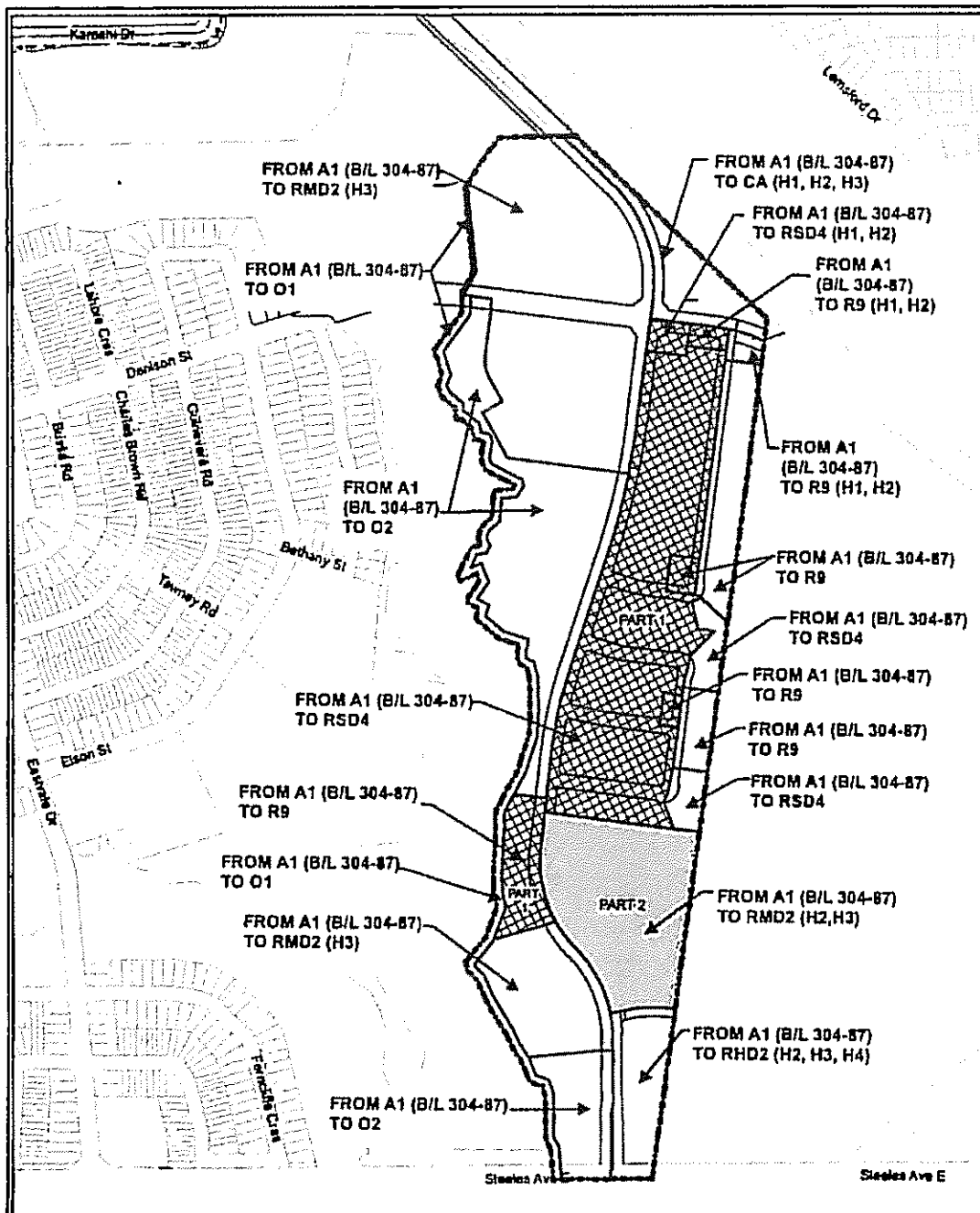
- i) Execution of a Section 37 agreement to the satisfaction of the City.

4. All other provisions of By-law 90-81, as amended, not inconsistent with the provisions of this by-law shall continue to apply.

READ A FIRST, SECOND, AND THIRD TIME AND PASSED ON

KIMBERLEY KITTERINGHAM
CITY CLERK

FRANK SCARPITTI
MAYOR



BY-LAW SCHEDULE " A " TO BY-LAW AMENDING BY-LAWS 304-87 AND 90-81, DATED

BOUNDARY OF AREA COVERED BY THIS BY-LAW SCHEDULE
TO BE DELETED FROM 304-87 AND ADDED TO 90-81

BOUNDARY OF ZONE DESIGNATION(S)

CA COMMUNITY AMENITY
R9 NINTH DENSITY-SINGLE DETACHED RESIDENTIAL
RSD4 FOURTH DENSITY SEMI-DETACHED RESIDENTIAL
RMD2 SECOND DENSITY-MEDIUM DENSITY RESIDENTIAL
RHD2 SECOND DENSITY-HIGH DENSITY RESIDENTIAL
O1 OPEN SPACE
O2 INSTITUTIONAL AND OPEN SPACE

(H1) HOLDING PROVISION ONE
(H2) HOLDING PROVISION TWO
(H3) HOLDING PROVISION THREE
(H4) HOLDING PROVISION FOUR
PART 1
PART 2

Q:\Geomatics\New Operations\By-Laws\SU15\154214944\SU154214944.mxd

MARKHAM DEVELOPMENT SERVICES COMMISSION

100 200 400 Feet

Drawn By: CPW Checked By: SK DATE: 10/10/2014

NOTE: This Schedule should be read in conjunction with the signed original By-Law filed with the City of Markham Clerk's Office

ATTACHMENT "3"



CONDITIONS OF THE CITY OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION 19T-98019 (Forest Bay Homes Ltd.) ARE AS FOLLOWS:

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Julius De Ruyter Planning and Development Services, identified as Project Number 10488, Drawing Number 10488- Option 27, dated September 2014, incorporating the following revisions:
 - Show ROW triangle / rounding radius for all roadways intersections.
 - Show ROW curve radius along all roadways including centre line, roundabouts and bulbs
- 1.2 This draft approval shall apply for a maximum period of five (5) years from date of issuance by the City or the issuance of a decision of the Ontario Municipal Board, and shall accordingly lapse on —, 2019 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, the Region of York shall confirm that adequate water supply and sewage servicing capacity are available and that the City has allocated such capacity for the development proposed within this plan of subdivision or any phase thereof. A Holding ('H') provision in the Zoning By-law will be utilized to prohibit development of the lands until adequate water supply and sewage servicing capacity are available and have been allocated.
- 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 (Commissioner of Development Services), to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Municipal Class Environment Assessment (EA) consisting of the extension of Kirkham Drive and Denison Street, and the stormwater and sanitary sewer works related to the Villages of Fairtree East Subdivision (the "East Village Class EA") , Municipal Class EA for Markham Road Sanitary sewer, Fairtree Sewage Pumping Station (SPS), forcemain, and

appurtenance Improvements ("SPS Class EA"), Hydrogeological Site Assessment Report, Slope Stability Assessment Report, Geotechnical Investigation Report for proposed stormwater management pond, Traffic Impact Study, Internal Functional Traffic Design Study (IFTDS), Stormwater Management Report (Environmental Master Drainage Plan), Functional Servicing Report, Noise Impact Study, confirmation of alignment of roads with the locations shown in the draft approved plans, as well as any comments and conditions received from municipal departments and external agencies after draft approval is granted.

- 1.6 The Owner acknowledges that the City of Markham is undertaking the SPS Class EA. The completion of this EA will take at least two (2) years from the date that the City appoints a consultant and receives the appropriate funding from the Owner.
- 1.7 Prior to final approval of the draft plan, the Owner shall prepare to the satisfaction of the City (Commissioner of Development Services), the East Village Class EA. Any requirements and recommended solutions resulting from the East Village Class EA and the SPS Class EA shall be incorporated into the draft plan and provided for in the subdivision agreement. The Owner shall covenant and agree in the subdivision agreement to front end all external municipal infrastructure upgrades set out in the East Village Class EA and the SPS Class EA. The Owner and the City agree that it is appropriate for the Owner to receive development charges credits in accordance with the City's current (2013) Development Charge (DC) Background Study or the next Development Charge Background Study anticipated in 2017/2018, where applicable. For other portions of work which are not eligible for DC credits, it is acknowledged that the Owner may pursue recovery of a proportionate share of the costs from benefitting developers where applicable.
- 1.8 The Owner acknowledges and agrees to complete and obtain all approvals from agencies for the East Village Class EA prior to applying for site alteration permits for any development within the site.
- 1.9 The Owner shall agree that prior to final approval of draft plan, the development and associated infrastructure shall be phased in accordance with a phasing plan to the satisfaction of the City (Director of Engineering). The phasing plan should identify the phasing of the development including all required infrastructures. The extension of Denison Street and Kirkham Drive including all services and related infrastructures shall be constructed within the first phase of the development to the satisfaction of the City (Director of Engineering). The development phasing plan is attached as Schedule 'A' with the draft plan conditions.
- 1.10 The Owner acknowledges that the City has undertaken a Feasibility Study for the extension of Denison Street. The Feasibility Study recommended that alternative alignments be carried forward for consideration in the future Class Environmental Assessment (EA) Study (the "Denison Street Extension Class EA"). As such, the

Owner agrees that Block 155 located at the northeast corner of Denison Street and Kirkham Drive, and Lots 1, 41, and 42 be placed under an "H" Holding Provision until the Denison Street Extension Class EA has been approved by the Ministry of Environment which is expected by 2019. Further, the Owner agrees that the draft plan may require revisions, to the satisfaction of the City (Director of Engineering), to implement or incorporate any recommendations of the Denison Street Extension Class EA, and if required, the Owner will agree to dedicate property to the City to facilitate the Denison Road Extension. Furthermore, the removal of the "H" Holding Provision shall be subject to the Street 'D' connection to Steeles Avenue and the implementation of the Steeles Avenue road improvements as identified in the *Transportation Improvements Donald Cousens Parkway to Morningside Link Environmental Assessment Amendment Report, Regional Municipality of York*, dated July 2011 prepared by McCormick Rankin Corporation.

- 1.11 The Owner agrees that in accordance with an approved phasing plan, the development of future Phases 2 and 3 (approximately 271 units) be placed under an "H" Holding provision. The removal of the "H" Holding Provision is subject to the Street 'D' connection to Steeles Avenue and the implementation of the Steeles Avenue road improvements as identified in the *Transportation Improvements Donald Cousens Parkway to Morningside Link Environmental Assessment Amendment Report, Regional Municipality of York*, dated July 2011 prepared by McCormick Rankin Corporation
- 1.12 The Owner covenants and agrees to implement an erosion, sedimentation and dust control plan prior to commencement of any on site work in accordance with City design criteria and to the satisfaction of the City (Director of Engineering)

2. Roads

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the City and the Region of York.
- 2.2 The road allowances within the draft plan shall be dedicated as public highway, free of all costs and encumbrances.
- 2.3 The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the City (Commissioner of Development Services).
- 2.4 The Owner shall convey Block 164 at the end of Denison Street, and Block 165 at the end of Future Road (0.30m reserves) to the City, free of all costs and encumbrances, upon registration of Phase 1 of the plan of subdivision.

- 2.5 The Owner shall convey Block 162 and 163 (Future Roads) to the City, free of all costs and encumbrances, upon registration of the phase 1 of the plan of subdivision.
- 2.6 The City agrees to convey all or part of Blocks 162, 163, 164 and 165 back to the Owner for nominal consideration, should it be determined by the City (Commissioner of Development Services) that all or part of any of Blocks 162 and 163, are not required for public highway purposes.
- 2.7 If the Street 'D' intersection with Steeles Avenue is prohibited by the City of Toronto at the time of registration of Phase 1, the Owner shall convey Street 'D', from the temporary turning circle, refer to phasing plan, south of Block 162, southerly to Steeles Avenue, as a Block, to the City for future road allowance free of all costs and encumbrances, upon registration of Phase 1 of the plan of subdivision.
- 2.8 The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles where required including easements 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 (Director of Engineering).
- 2.9 The Owner shall covenant and agree to construct all internal roads including emergency access as per an approved phasing plan to the satisfaction of the City (Director of Engineering).
- 2.10 If the Street 'D' intersection with Steeles Avenue is prohibited by the City of Toronto at the time of registration of Phase 1, the Owner shall provide a temporary turning circle at the end of Street 'D' and shall grant required lands or easements upon registration of the plan of subdivision to the satisfaction of the City (Director of Engineering). Further, the Owner shall covenant and agree to construct an emergency access on Street 'D' from the temporary turning circle (as per the phasing plan) to Steeles Avenue as part of the Phase 1 development, prior to registration of the subdivision to the satisfaction of the City (Director of Engineering).
- 2.11 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 if determined to be required, prior to Assumption of the plan of subdivision, to the satisfaction of the City (Director of Engineering).
- 2.12 The Owner shall covenant and agree to revise the draft plan to accommodate the recommendations of the East Village Class EA and the SPS Class EA, Traffic

Impact Study / Internal Functional Traffic Design Study, to the satisfaction of the City (Commissioner of Development Services).

3. Community Design

- 3.1 The Owner shall implement and incorporate all relevant requirements of the approved **Villages of Fairtree Community Design Plan**, as amended to the satisfaction of the Director of Planning and Urban Design.
- 3.2 The Owner shall retain a design consultant acceptable to the Director of Planning and Urban Design to prepare architectural control guidelines to be submitted to the Director of Planning and Urban Design for approval prior to execution of the subdivision agreement.
- 3.3 The Owner shall retain a design consultant acceptable to the Director of Planning and Urban Design to implement the Architectural Control Guidelines.
- 3.4 Plans submitted for model home permits for any building within the plan of subdivision shall bear an approval stamp identifying the architectural company retained for architectural control and the signature of the control architect. The approval stamp shall certify that the floor plans, building elevations and site plans are designed in accordance with the approved architectural control guidelines.
- 3.5 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not also assume the role of control architect for the plan of subdivision.

4. Parks and Open Space

- 4.1 The Owner shall provide the following in Park Block 157 to the satisfaction of the Director of Planning and Urban Design:

Accommodation minimum 300mm topsoil depths in parks

Access to sufficient topsoil to cover parks at the depths specified in the subdivision agreement

Water service and meter chamber inclusive of chamber drain to storm or sanitary drain and apparatus

Storm servicing (CB/manhole) in the low end of each watershed within the park

Sanitary servicing (dependent on park size)

Electrical servicing

Minimum compaction levels

Fencing of park block to OPSD standards

Undeveloped park maintenance

- 4.2 The Owner shall provide a minimum 200mm depth of topsoil in the entire municipal boulevard to appropriately plant boulevard trees to the satisfaction of the Director of Planning and Urban Design.
- 4.3 The Owner shall convey Block 157 to the City for park purposes, free of all costs and physical and title encumbrances, upon registration of the plan of subdivision. This Block shall be conveyed in a physical condition which is satisfactory to the Director of Engineering and Director of Planning and Urban Design which includes the provisions of utility and sewer connections for the Block at the street line.
- 4.4 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain (free of stock piles and debris) all park blocks and vacant lands within the subdivision to the satisfaction of the Director of Planning and Urban Design. The park blocks shall be maintained by the Owner until such time as the parks have been constructed and formally assumed by the City for maintenance purposes.
- 4.5 The Owner shall covenant and agree to maintain other vacant blocks until such time as the blocks are formally assumed by the City for maintenance purposes.
- 4.6 The Owner shall convey Blocks 158, 159, 160, and 161, for the purpose of valley land, storm water management ponds and environmental buffer zones, to the City, free of all costs and encumbrances, to the satisfaction of the Director of Planning and Urban Design and the TRCA, upon registration of the plan of subdivision.
- 4.7 The Owner shall convey Block 156 to the City as a walkway block connecting the south east corner of Street "A" to future development lands to the east. The block to be provided to the satisfaction of the City, shall include a 1.5 metre wide concrete sidewalk and edge planting details of which shall be submitted to the satisfaction of the Director of Planning and Urban Design.
- 4.8 The Owner shall submit grading, servicing and survey plans by a qualified person for Blocks 158, 159, 160 and 161 to the satisfaction of the Director of Planning and Urban Design.
- 4.9 The Owner shall provide a current geotechnical report by a qualified person for Block 157 to the satisfaction of the Director of Planning and Urban Design.

5. Community Landscaping

- 5.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans prepared by a qualified person based on the approved Community Design Plan, as amended to the satisfaction of the Director of Planning and Urban Design, including but limited to:

- a) Street tree planting in accordance with the City of Markham Streetscape Manual date June 2009, as amended from time to time;
 - b) 1.5m high black vinyl chain link fence on the property line where residential lots abut parks, open space, valley lands or storm water management ponds;
 - c) planting for the environmental buffer zones, open space blocks, woodlot edges and single loaded road allowances where applicable;
 - d) noise attenuation fencing in accordance with a noise report;
 - e) fencing and planting of the walkway blocks;
 - f) fencing of train rail corridors;
 - g) fencing between low density residential and higher density residential, commercial and industrial sites;
 - h) streetscape plan including street trees for all roads;
 - i) pathways (including trail connections from Denison Street, though Block 160 and 157), buffer planting, and fencing of the stormwater management facility; and,
 - j) any other landscaping as determined by the Community Design Plan and the Master Environmental Servicing Plan.
- 5.2 The Owner shall construct all landscaping in accordance with the approved plans and City Standards and Specifications at no cost to the City.
- 5.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 5.4.
- 5.4 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 5.1a)
- 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."

6. Tree and Woodlot Preservation

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 The Owner shall submit for approval, as part of the Tree Inventory and Preservation Plan, in accordance with the City of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:
 - a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
 - b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)
 - c) Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites

- d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.
- 6.5 The Owner shall submit for approval, as part of the Tree Inventory and Preservation Plan a plan to show the provision of table land within Block 157 that will be replanted by the Owner as replacement woodlot, which shall be substantially similar in area to the woodlot within the draft plan of subdivision referred to as the Northern Woodlot. While the area of table land to be replanted as replacement woodlot will be included within Block 157 said plantings shall not interfere with the area of programmable parkland space required to meet the parkland dedication requirements for the plan of subdivision.
- 6.6 Prior to making alterations to the site within the area of the draft plan, the Owner shall submit for review and approval a Woodlot / Management Plan prepared by a qualified person to the satisfaction of the Director of Planning and Urban Design to address possible safety issues including, invasive species, hazard trees, farm fences and other debris.

7. Stormwater Management

- 7.1 Prior to final approval of the draft plan, the Owner shall submit a stormwater management study, prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for the draft plan for approval by the City and the Toronto and Region Conservation Authority. The Owner acknowledges and agrees that they will be required to construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater, maintenance access roads and overland flow purposes, and to revise the draft plan accordingly, as may be required by the Director of Engineering.
- 7.2 The Owner shall convey Blocks 160 and 161 to the City, for storm water management purposes, free of all costs and encumbrances, to the satisfaction of the City (Commissioner of Development Services) and TRCA, upon registration of the plan of subdivision.
- 7.3 Prior to final approval of the draft plan, the Owner shall submit a detailed stormwater management report and drawings including maintenance access for Block 160 and 161 prepared by a qualified consultant, if and as required by the City (Commissioner of Development Services).
- 7.4 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 (Commissioner of Development Services).

- 7.5 The Owner shall covenant and agree in the subdivision agreement to obtain approval and implement recommendations of Site Alteration Plans in accordance with the City's Standards prior to proceeding with any on-site works and more particularly topsoil stripping.
8. Financial
- 8.1 Prior to execution of the subdivision agreement, the Owner shall provide a letter of credit, in the 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 Urban Design requirements.
9. Noise Impact Study
- 9.1 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 rail and road traffic and by any other identified noise sources, to the satisfaction of the City (Director of Engineering), 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.
- 9.2 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.
10. Traffic Impact Study / Internal Functional Traffic Design Study
- 10.1 Prior to final approval of the draft plan, the Owner shall address all outstanding comments related to the Traffic Impact Study and Internal Functional Traffic Design to the satisfaction of the City (Director of Engineering). Further, the Owner agrees that the draft plan may require revisions and the owner agrees to provide additional lands if required, to the satisfaction of the City (Director of Engineering), to implement or integrate any recommendations from these studies.
- 10.2 The Owner shall agree to provide prior to final approval of the draft plan, an operational analysis and a functional design for a roundabout at the intersection of Kirkham Drive and Denison Street to the satisfaction of the City (Director of Engineering). The Owner agrees that the draft plan may require revisions, to the satisfaction of the City (Director of Engineering), based on the findings of the operational analysis and /or functional design of the roundabout. Further, the Owner agrees to dedicate additional lands to the City if required to facilitate the roundabout design that supports a maximum of two travel lanes at Kirkham Drive and Denison Street.

- 10.3 The Owner agrees to implement the Transportation Demand Management Plan (TDM) recommendations and provisions to be outlined in a revised Traffic Impact Study and approved by the City (Director of Engineering).
- 10.4 The Owner shall covenant and agree in the subdivision agreement to provide the City a TDM Letter of Credit for each development phase in the approximate amounts as follows:
- \$60,000 for Phase 1 with 561 residential units
 - \$60,000 for Phase 2 with 135 residential units
 - \$60,000 for Phase 3 with 132 residential units
- The final amounts are to be approved by the City (Director of Engineering) to ensure that compliance with all recommendations in the TDM Plan.
- 10.5 The Owner shall covenant and agree in the subdivision agreement that the TDM Letter of Credit for each development phase be held until the Owner supplies the City with proof of purchase of the required PRESTO cards, and a certificate from its solicitor certifying that a PRESTO Card has been included in the Agreements of Purchase and Sale for all units and that all the TDM conditions have been completed for the subject development phase. Further, the Owner shall covenant and agree in the subdivision agreement that the Owner must supply the above confirmation for each Phase before engineering approvals will be provided for the subsequent Phase.
- 10.6 The Owner agrees to provide a site specific TDM Plan for the high density multi-unit residential block at the site plan stage. The site specific TDM Plan shall conform to the overall TDM Strategy and provide detailed site information, including short and long-term bicycle parking to the satisfaction of the City (Director of Engineering).
- 10.7 The Owner agrees that prior to final approval of the draft plan to provide, a functional design for the intersection of Steeles Avenue / Street 'D' in accordance with a phasing plan to the satisfaction of the City's Director of Engineering. The Owner shall amend the draft plan and will convey the lands to the City to accommodate the geometric requirements for Street 'D' to the satisfaction of the City's Director of Engineering

11. Municipal Services

- 11.1 Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the City (Commissioner of Development Services), a Functional Servicing Report (FSR) to determine the infrastructure required for all municipal services internal to the subdivision and potential upgrades to municipal infrastructure external to the subdivision to support this development. Any requirements resulting from the FSR Report shall be incorporated into the draft

plan and provided for in the subdivision agreement. The Owner shall covenant and agree in the subdivision agreement to front end all external municipal infrastructure upgrades recommended in the FSR. The Owner and the City agree that it is appropriate for the Owner to receive development charges credits in accordance with the City's current (2013) DC Background Study or the next DC Background Study anticipated in 2017/2018, where applicable. For other portions of work which are not eligible for DC credits, it is acknowledged that the Owner may pursue recovery of a proportionate share of the costs from benefitting developers where applicable.

- 11.2 The Owner shall covenant and agree in the subdivision agreement that they shall be required to construct, or pay for the construction of roads, lanes, 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 City (Commissioner of Development Services).
- 11.3 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage/phase of development within the draft plan of subdivision until the following conditions are met:
 - (a) The sanitary sewer crossing the creek has been completed and connected to the Fairtree Sanitary pumping station and appurtenances;
 - (b) The upsizing of the existing Fairtree sanitary pumping station and appurtenances has been substantially completed in accordance with SPS Class EA to provide enough capacity to service this development;
 - (c) 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.
- 11.4 The Owner agrees to extend the watermain along Denison Street, Kirkham Drive and Steeles Avenue to service the subject lands as part of Phase 1 of the development.
- 11.5 The Owner shall covenant and agree to construct in Phase 1 of the subdivision the following works in accordance with an approved SPS Class EA, East Village Class EA, FSR to the satisfaction of the City (Director of Engineering);
 - (a) The upsizing of the existing Fairtree sanitary pumping station and appurtenances
 - (b) The sanitary sewer from the temporary turning circle to the wet well at the upsized Fairtree sanitary pumping station including the creek crossing; and
 - (c) The stormwater management outfall.

- 11.6 The Owner agrees that sanitary sewer design, the Fairtree Sewage Pumping Station design and associated appurtenances will accommodate future developments from lands to the east of the proposed development to the satisfaction of the City (Director of Engineering).
- 11.7 Prior to applying for a pre-servicing or subdivision agreement, detailed engineering drawings shall be provided by the Owner which will include, but not be limited to, grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, etc. to the satisfaction of the City (Commissioner of Development Services).
- 11.8 The Owner shall covenant and agree in the subdivision agreement that the public highways, curbs, gutters, sidewalks, underground and aboveground services, street lights, street signs, etc., shall be designed in accordance with the City's design criteria, standards and general engineering principles and established municipal standards to the satisfaction of the Director of Engineering.

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 (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 (Director of Engineering). No permanent dewatering of groundwater or interflow associated with any component of this development shall be permitted, unless it can be demonstrated to the satisfaction of the City (Director of Engineering), that any potential impacts to groundwater resources can be adequately mitigated.
- 12.2 The need for liners associated with the stormwater management system shall be assessed, and suitable liners shall be provided where necessary.

13. Easements

- 13.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of the plan of subdivision. Any off-site easements and works necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be dedicated to the City as part of the external works, to the satisfaction of the City (Director of Engineering).

14. Utilities

- 14.1** Prior to release for registration of the draft plan, the Owner shall prepare an overall utility distribution plan (Composite Utility Plan) to the satisfaction of the City and authorized agencies.
- 14.2** 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.
- 14.3** The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Power Stream, Enbridge Gas, telecommunications companies, etc. in order to service the development.
- 14.4** The Owners shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the 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.
- 14.5** The Owners shall covenant and agree in the subdivision agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 14.6** The Owners shall covenant and agree in the subdivision agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 14.7** 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.
- 14.8** The Owner shall covenant and agree in the subdivision agreement that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the

telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.

14.9 The Owner covenants and agrees to provide easements for utilities/telecommunications/vaults as required by the City to the satisfaction of the City.

14.10 The Owner covenants and agrees to advise all utility and telecommunications carriers that plans for medium and large sized vaults are to be submitted to the City for review and approval. Drawings are to be approved by the Commissioner of Development Services and are to include location, grading, fencing, landscaping, access, and elevations of structures, etc.

15. Development Charges

15.1 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.

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

16. Environmental Clearance

16.1 The Owner covenants and agrees to retain a "Qualified Person" as defined by the Environmental Protection Act and its regulations, to carry out all necessary environmental testing, evaluation and remediation in accordance with this Agreement. The Owner acknowledges that it has retained a "Qualified Person" for the execution of the Owner's obligation hereunder. The Owner agrees that it shall not substitute the Qualified Person without the prior written consent of the Director of Engineering.

16.2 The Owner covenants and agrees that, prior to execution of this Agreement, an environmental clearance shall be provided to the City for all lands or interests in lands to be conveyed to the City to the satisfaction of the Director of Engineering. The City shall be satisfied that the lands are environmentally suitable for their proposed use and be certified as such by the "Qualified Person" as defined in Ontario Regulation 153/04, all of which shall be in accordance with the Environmental Protection Act and its regulations. The "Qualified Person" shall file a Record of Site Conditions on the Provincial Environmental Site Registry for all lands to be conveyed to the City.

16.3 The Owner covenants and agrees that if, during construction of the Works, contaminated soils or materials are discovered, the Owner shall inform the Director of Engineering immediately, and undertake, at its own expense, the necessary measures to identify and remediate the contaminated soils or groundwater, all in accordance with the Environmental Protection Act and its regulations, to the satisfaction of the Director of Engineering and the Ministry of 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.

16.4 The Owner covenants and agrees to assume full responsibility for the environmental condition of the Lands and agrees to indemnify and save harmless the City, its directors, officers, Mayor, councillors, employees and agents from any and all actions, causes of action, suite, 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. For greater certainty, this indemnity expires upon the Final assumption of the Works by the City.

17. Well Monitoring Program and Mitigation Plan

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

18. Class EA Conditions for Markham Road Sanitary Sewer and Fairtree Sewage Pumping Station

18.1 The Owner agrees to pay all costs related to the SPS Class EA. The Owner and the City agree that it is appropriate for the Owner to recover a proportionate share of the Class EA costs from benefitting developers within the pumping station catchment area.

18.2 The Owner and the City agree that in order to provide the required amount of certainty, the completion date of the SPS Class EA should be set at least two (2) years from the date that the City appoints a consultant and receives the appropriate funding from the Owner.

18.3 Notwithstanding clauses 11.3(b) and 11.5(a), if for any reason the SPS Class EA is not completed within two years from the later of the date that the City appoints

a consultant to prepare the said EA and the date that the City receives the required funding from the Owner, the City will consider reasonable sanitary sewer options, within the limit of the existing Certificate of Approval of the pumping station capacity (115l/sec), to accommodate this subdivision. The City will work with the Owner on review and approval of interim options, proposed by the Owner, concurrently with the SPS Class EA, to ensure that if the SPS Class EA is not completed within the timeframe set out above, an interim option (within the limit of the existing Certificate of Approval of the pumping station) can be implemented and building permits issued for lands within any phase of development serviced by this interim option, subject to approved phasing plan.

- 18.4 The Owner agrees that they will be responsible for all costs including but not limited to design, approvals, construction, operation, and maintenance of the interim facility until the upgrades to the pumping station and related facilities are completed in accordance with the approved SPS Class EA. Further, the Owner agrees to remove the interim facility, if one was constructed, at owner's expense once the pumping station is substantially complete and operational to the satisfaction of the City (Director of Engineering).
- 18.5 The City and Owner agree that in all cases, the Owner can advance site alteration work (in accordance with Site Alteration permit requirements) and stormwater management pond construction required for the subdivision in accordance with the approved engineering drawings and pre-servicing agreement, commencing work in summer 2015, subject to all agency approvals. Further, the Owner can advance construction of the services and roads required for the subdivision in accordance with the approved engineering drawings for the lands to the north of Block 162 also commencing in the summer 2015, subject to all agency approvals. The Owner can advance construction of the services and road required for the subdivision in accordance with the approved engineering drawings for the lands south of Block 162, as soon as the sanitary sewer creek crossing has been completed and the ultimate/interim sanitary pumping station construction and appurtenances has been completed and commissioned, providing the necessary servicing capacity for this development, in accordance with SPS Class EA. Further the Owner agrees that they will not apply for the building permit until the Sanitary pumping station upgrade and related appurtenances is completed and commissioned.
- 18.6 Notwithstanding clause 18.5, the Owner agrees that no construction works will be allowed south of Block 162 until the SPS Class EA is completed and approved. The Owner acknowledges that any servicing works on their lands prior to the completion of the SPS Class EA will be undertaken entirely at their own risk. The City will not be responsible for any loss or damages or delay that may cause due to this action.
- 18.7 The Owner agrees that they are responsible for a portion of the cost for upgrading the Markham Road sewer. The cost sharing formula will be finalized as part of the

SPS Class EA process and the required payment will be made to the City upon request.

19. Other City Requirements

- 19.1 The Owner shall covenant and agree in the subdivision agreement that two separate and remote accesses into the subdivision are required and that prior to commencement of any construction in the subdivision, the street extensions of Denison Street and Kirkham Road are to be constructed and operational.
- 19.2 The Owner shall covenant and agree in the subdivision agreement that the adequacy and reliability of water supplies for firefighting purposes are subject to the review and approval of the Fire Chief or his designee.
- 19.3 The Owner shall covenant and agree 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.
- 19.4 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.
- 19.5 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
 - overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City
- 19.6 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:

Parks 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 sites by type; commercial sites 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.

- 19.7 The Owner acknowledges that the City of Markham has Species at Risk (endangered, threatened and species of concern) within its jurisdiction which are protected under the *Endangered Species Act, 2007*, S.O. 2007, c. 6. (the "Act"). Owners must abide by the Ministry of Natural Resources (Ontario) regulations and guides, such as recovery strategy/government response statement to protect these species and their habitat. The Owner acknowledges that, notwithstanding this Agreement and any approvals made or given by the City in respect of the Subdivision, the onus is on the Owner to comply with the provisions of the Act. The Owner covenants 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, penalties, fines, expenses and damages whatsoever that may arise either directly or indirectly from the approval and registration of the Subdivision and the Assumption of Subdivision, the construction and use of the Works or anything done or neglected to be done in connection with the *Endangered Species Act, 2007*.
- 19.8 The Owner covenants and agrees that tree removal and site alteration shall not take place in migratory bird habitat during the core-breeding season, from April 1st until August 31st. If works must be conducted within breeding bird habitat during the identified core breeding season for migratory birds, a nest survey should be conducted by a qualified avian biologist 48 hours prior to the commencement of the works to identify and locate active nests of species covered by the *Migratory Birds Convention Act*, 1994 S.C. 2007, c. 22,. The Owner covenants and agrees to provide a mitigation plan, including establishing appropriate buffers around active nests, to address any potential impacts on migratory birds or their active nests, and reviewed by Environment Canada - Ontario Region prior to implementation.

20. Heritage

- 20.1 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 Tourism, Culture and Sport. 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 Tourism, Culture and Sport to the City

indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.

- 20.2 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.
- 20.3 The Owner covenants and agrees to retain the Heritage Building (Jarvis –Fairty House), known municipally as 6350 Steeles Avenue on its original location, on Block 155 or on a block/lot within the draft plan, acceptable to the City of Markham.
- 20.4 The Owner covenants and agrees to protect and conserve the Heritage Building through the following means:
- a) To keep the Heritage Building occupied for as long as possible prior to commencement of site/construction work to prevent vandalism and deterioration;
 - b) To maintain the Heritage Building in good and sound conditions at all times prior to and during the development of the property;
 - c) Once the Heritage Building is unoccupied, to undertake the following:
 - secure and protect the buildings from damage through procedures carried out according to the City of Markham Guidelines for Boarding Heritage Structures;
 - erect a "No-trespassing" sign in a visible location on the property indicating that the Heritage Building is to be preserved onsite and should not be vandalized and/or scavenged; and
 - install a 8 ft high fence around the perimeter of the house to protect the dwelling until the completion of construction in the vicinity or the commencement of long-term occupancy of the dwelling as confirmed by City (Heritage Section) staff.
- 20.5 Prior to final approval of the plan of subdivision or any phase thereof, the Owner is to implement the following measures to protect the Heritage Building:
- a) The Owner is to provide at its expense a legal survey of the Heritage Building to facilitate the registration of the designation and easement agreements on the created/proposed lot;
 - b) The Owner is to enter into a Heritage Easement Agreement for the Heritage Building with the City;
 - c) The Owner is to permit the designation of the property under Part IV of the Ontario Heritage Act;
 - d) The Owner is to provide a \$125,000 Letter of Credit for the Heritage Building to ensure the preservation of the existing buildings. The letter of credit shall be retained for use by the City and shall not be released until the following has been addressed:

- construction and grading on the subject lands and adjacent lots, and roads have been completed to the satisfaction of the City (Commissioner of Development Services),
 - the building has been connected to municipal services,
 - the exterior restoration of the Heritage Building is complete,
 - the buildings meet the basic standards of occupancy as confirmed by the Building Standards Department, and
 - all other heritage requirements of the Subdivision Agreement have been completed;
- e) The Owner is to enter into a site plan agreement with the City for the Heritage Building, containing details on the site plan such as driveway, grading, connections to municipal services, trees to be preserved and detailed elevations outlining the proposed restoration plan, any additions and alterations, and any proposed garage.
- 20.6 The owner shall covenant and agree in the subdivision agreement to preserve the Heritage Building through the following means:
- a) to provide and implement a traditional restoration plan for the Heritage Building, prepared by a qualified architect with demonstrated experience in heritage restoration projects, that would be reviewed and approved by the City (Heritage Section). The restoration plan is to be included in a site plan agreement for each of the property;
 - b) to complete the exterior restoration of the Heritage Building, connection of all municipal services to the allocated lot (water, gas, hydro, cable, telephone etc.) and ensure basic standards of occupancy as confirmed by Building Standards Department within two years of registration of the plan of subdivision;
 - c) to ensure that the architectural design and elevations of dwellings proposed for adjacent lots is compatible with the restored heritage dwelling;
 - d) to ensure that the final proposed grading on the lots adjacent to Heritage Building is consistent with the existing historic grading of the Heritage Building;
 - e) To ensure that the historic front of the Heritage Building retains a front yard appearance, the type of fencing should be limited to a low residential picket fence rather than privacy fencing;
- 20.7 The Owner shall covenant and agree in the subdivision agreement to prepare and implement a marketing plan, to the satisfaction of the Commissioner of Development Services, which details the ways and means the Heritage Building will be marketed to prospective purchasers;
- 20.8 The Owner shall covenant and agree in the subdivision agreement to provide notice and commemoration of the Heritage Building through the following means:

- a) to provide and install at its cost, an interpretative baked enamel plaque for the Heritage Building, in a publicly visible location on the property. The plaque is to be designed according to the specifications of the "Markham Remembered" program, and outline the history of the house. Details of the design and location of the plaque are to be submitted for review and approval of the City (Heritage Section);
- b) to include the following notice in each Offer of Purchase and Sale for the Heritage Building:

"Purchasers are advised that the existing building on this property is designated pursuant to the Ontario Heritage Act, and is subject to a heritage easement agreement with the City of Markham. Any proposed additions or alterations to the exterior of the existing dwelling shall be subject to review and approval of plans by the City."

- 20.9 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 20.1 to 20.8, inclusive, have been satisfied.

21. Region of York

- 21.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 21.2 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.
- 21.3 The Owner shall agree in the subdivision agreement that the Owner shall save harmless the City of Markham and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
- 21.4 Prior to the final approval for any residential units, the following shall occur:
 - The City of Markham approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or,
 - York Region has advised in writing that it is no earlier than six (6) months prior to the expected completion of the Southeast Collector Sewer, Duffin Creek Water Pollution Control Plant Outfall and Duffin Creek Water Pollution Control Plant Stage 1 and Stage 2 Upgrade; or,

- The Regional Commissioner of Environmental Services confirms servicing allocation for this development by a suitable alternative method and the City of Markham allocates the capacity to this development.
- 21.5 For all lands the Holding (H) provisions of Section 36 of the Ontario Planning Act shall be used in conjunction with all residential zone categories in order to ensure that development of these lands does not occur until such time as the Holding (H) symbol is removed in accordance with the provisions of the Ontario Planning Act. The Zoning By-law shall specify the terms under which Council may consider the removal of the Holding (H) symbol. Said terms shall include a minimum of the following:
- The City of Markham approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or,
 - York Region has advised in writing that it is no earlier than six (6) months prior to the expected completion of the Southeast Collector Sewer, Duffin Creek Water Pollution Control Plant Outfall and Duffin Creek Water Pollution Control Plant Stage 1 and Stage 2 Upgrade; or,
 - The Regional Commissioner of Environmental Services confirms servicing allocation for this development by a suitable alternative method and the Town of Markham allocates the capacity to this development.
- 21.6 Prior to final approval, the Owner shall agree to provide and implement pedestrian and cycling connections to the boundary roads, nearby transit stops and other amenities, as well as the adjacent land uses to promote the usage of alternative modes of transportation. York Region and the City of Markham will not assume any financial responsibility for implementing the provision of the pedestrian and cycling connections.
- 21.7 Prior to final approval, the Owner shall agree to implement a comprehensive Transportation Demand Management Program to the satisfaction of York Region and the City of Markham. The Transportation Demand Management Program must identify the roles and responsibilities of the landowners regarding the operational and financial elements. This shall include, but not limited to, program development and implementation of the Transportation Demand Management Program. York Region and the local municipality will not assume any financial responsibility for implementing the provision of the Transportation Demand Management Program.

The Transportation Demand Management Program may include, but not be limited to, the following measures:

- a) Provide a travel information package to the residents including but not limited to:

- York Region Transit route map;
 - GO Transit route map and schedule;
 - Community map including pedestrian connections, trails, cycling facilities, etc.
- b) Provide a preloaded Presto Card for each household as an incentive to promote transit usage.
- c) Provide carefully planned, safe, illuminated and convenient pedestrian walkways and sidewalks linking to bus stops and/or transit stations, where appropriate;
- d) Provide high quality pedestrian amenities such as benches and garbage receptacles, where appropriate.
- 21.8 Prior to final approval, the Owner shall agree that the lands required for widening of Steeles Avenue shall be conveyed to York Region and/or the City of Toronto as per the approved Transportation Improvements Donald Cousens Parkway to Morningside Avenue Link Environmental Assessment Amendment, free of all costs and encumbrances, to the satisfaction of York Region and/or the City of Toronto Solicitor.
- 21.9 Prior to final approval, the Owner shall agree that all lands beyond the Interim Phase (as per the updated TIS dated July 2014) shall be placed under Holding Provision symbol 'H' pursuant to the provisions of Section 36 of the Ontario Planning Act, which shall prohibit the development of the lands until the 'H' symbol has been lifted. The conditions for lifting the 'H' symbol shall include:
- a) Widening of Steeles Avenue in accordance to the approved Transportation Improvements Donald Cousens Parkway to Morningside Avenue Link Environmental Assessment Amendment and proposed "Street D" connection onto Steeles Avenue is constructed and opened to the public.
- 21.10 Prior to final approval, the Owner shall agree to implement all recommendations from the TIS (July, 2014, prepared by WSP) that support active transportation and public transit to/from the proposed development.
- 21.11 Prior to final approval, the Owner shall agree to implement the TDM measures recommended in the updated TIS (July, 2014, prepared by WSP).

21.12 Prior to final approval, the Owner shall agree to submit a Traffic Impact Study to the satisfaction of the Transportation and Community Planning Department

21.13 Prior to final approval, the Owner shall satisfy the Regional Transportation and Community Planning Department that the services to be installed within or in conjunction with the Plan will provide for sidewalks on both sides of the roadways listed below, unless only one side of the street lies within the limits of the subject lands. The sidewalks shall meet the local municipality's standards, and be provided by the Owner along the subject lands' frontage onto roadways that will have transit services.

Future YRT/Viva transit services are planned for the following roadways or sections of:

- "Street D"
- Denison Street

21.14 Prior to final approval, the Owner shall satisfy the Regional Transportation and Community Planning Department and the area municipality that the services to be installed by the Owner within or in conjunction with the Plan will provide a concrete pedestrian access connection from the internal roadways to the Regional roadway as follows:

- From "Street D" to "Steeles Avenue"

The concrete pedestrian access connection shall meet the local municipality's standards for sidewalks and shall be owned and maintained by the area municipality.

21.15 The Owner shall agree in the Subdivision Agreement to convey lands to the local municipality to provide for such pedestrian access connection referred to in Condition 21.14 above.

21.16 The Owner shall satisfy the Regional Transportation and Community Planning 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 Street	AT Street	Location	Standard	Traffic Signal Request
Street D	In front of block 154	Eastside of Street D	YRT-1.03	
Street D	In front of block 150	Westside of Street D	YRT-1.03	
Street D	In front of block 151	Northeast corner	YRT-1.03	
Street D	In front of block 150	Northwest corner	YRT-1.03	
Street D	Street A	Southeast corner	YRT 1.01	
Street D	Street A	Southwest corner	YRT 1.01	
Street D	Between Street A and Street B	In between blocks 136 and 122	YRT 1.01	
Street D	Between Street A and Street B	Across from blocks 136 and 122	YRT 1.01	
Street D	Street C	In front of block 74	YRT 1.01	
Street D	Street C	Across from block 74	YRT 1.01	
Street D		On the Southside of block 152	YRT 1.01	
Street D		In front of block 12	YRT 1.01	
Street D		In front of block 3	YRT 1.01	
Denison Street	Street D	On the southwest corner	YRT 1.01	
Denison Street		On the Westside of block 152	YRT 1.01	
Denison Street		In front of Block 153	YRT 1.01	

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, shelters or corner sightlines. Bus stops 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/Viva the final bus stop

locations/requirements. The Owner/consultant is to contact YRT/Viva Facilities Supervisor (tel. 905-762-2111) to confirm final details.

- 21.17 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.
- 21.18 "Street D" and "Denison Street" shall be designed to accommodate transit vehicles to the satisfaction of the area municipality and York Region Transit. The minimum pavement width for transit vehicles is 3.5 m. The minimum curb radius for transit vehicles is 15 m. These standards are according to the Canadian Transit Handbook and the Ontario Urban Transit Association.
- 21.19 The Owner shall agree in the Subdivision Agreement to advise all potential purchasers of the future introduction of transit services in this development as identified in Condition 21.13. This includes potential transit routes, bus stops and shelter locations. This shall be achieved through distribution of information/marketing materials (YRT/Viva route maps, Future Plan maps & providing YRT/Viva website contact information) at sales offices and appropriate notification clauses in purchase agreements. The YRT/Viva route maps and the Future Plan maps are available from YRT/Viva upon request.
- 21.20 The Owner shall satisfy the Regional Transportation and Community Planning 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 will have transit services, sidewalks, pedestrian access and bus stop locations.
- 21.21 Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Transportation and Community Planning Department, outlining all requirements of the Transportation and Community Planning Department.
- 21.22 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.
- 21.23 The Regional Transportation and Community Planning Department shall advise that Conditions 21.1 to 21.22 inclusive, have been satisfied.

22. Toronto and Region Conservation Authority

- 22.1 That *prior to* the initiation of any grading, development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant submit for the review and approval of the TRCA:

- a) An updated Fairtree Functional Servicing Report, addressing the issues outlined in Appendix 'I' of the TRCA comment letter dated March 17, 2014.
- b) A digital version of the HEC-RAS model used to assess the impacts to floodlines caused by the proposed road expansion.
- c) Confirmation, supporting calculations and design details/plans outlining potential impacts to the pond outlet structure to accommodate the proposed road widening.
- d) Additional areas that could be added to the natural heritage system are to be identified on a restoration plan, to be reviewed and approved by the TRCA and the City, as per Appendix 'I' Planning Ecology Review Comments of the letter dated March 17, 2014, as it refers to Block 157 (Parkland).
- e) That the owner provide confirmation with respect to the buffer requested adjacent to the natural heritage system on Block 153 to the satisfaction of TRCA.
- f) An updated Environmental Impact Study, addressing the issues outlined in Appendix 'I' of the TRCA comment letter dated March 17, 2014.
- g) Confirmation that site conditions are conducive to, and sufficient property is available within the draft plan, to implement various LID measures in order to achieve 5mm on site retention.
- h) Erosion and Sediment Control plans are completed and approved by TRCA, in accordance with TRCA's current standards for erosion and sediment control as per Appendix 'I' Planning Ecology Review Comments of the letter dated March 17, 2014.
- i) Geotechnical investigation report(s) be provided at the detailed design stage for both roadways relative to proposed bridge / culvert installations.
- j) Hydrogeology Assessment should be revised as per TRCA's issues outlined in Appendix 'I' of the TRCA comment letter dated March 17, 2014.
- k) Pond design drawings be updated to include a pond liner as TRCA's issues outlined in Appendix 'I' of the TRCA comment letter dated March 17, 2014.
- l) Further geotechnical investigation of sub-surface conditions, especially at the watercourse crossings, be undertaken along the proposed alignment. The geotechnical investigation shall confirm the feasibility of the proposed construction method and potential impacts to the natural features.
- m) The landowner obtain written confirmation from MNR that the issues pertaining to the Endangered Species Act has been sufficiently addressed.
- n) Overall grading plans for the subject lands to the satisfaction of the TRCA;

22.2 That the applicant attain all Ontario Regulation 166/06 permits from the TRCA for works proposed on the subject property for which permits would be required, and those related to any associated infrastructure or stormwater management works required to support this development that may be located off of the subject property. No grading, pre-servicing or temporary stormwater management works be initiated until such time as a permit from the TRCA, and all requisite TRCA approvals are attained;

- 22.3 That the owner erect a permanent 1.5 metre chain link fence to the satisfaction of the TRCA on all lots and blocks abutting natural areas, prior to occupancy of the dwellings. The owner agrees to inspect all required chain link fencing adjacent to open space blocks, woodland and environmental buffers blocks to ensure that no unauthorized gates and/or removal of fencing adjacent to these blocks have occurred. Removal of any unauthorized gates and/or replacement of fencing shall be required by the owner prior to final assumption of the plan of subdivision.
- 22.4 That the owner convey all natural open space blocks and their associated buffers into public ownership
- 22.5 That the implementing zoning by-law recognize all stormwater management blocks and buffer blocks in a suitable zoning category which has the effect of prohibiting development and structural encroachment, and ensuring the long term preservation of the lands in perpetuity, to the satisfaction of the TRCA;
- 22.6 That where required to satisfy TRCA's conditions, development shall be phased within this Plan;
- 22.7 That the draft plan be red-lined revised, if necessary, in order to meet the requirements of TRCA's conditions, or to meet current established standards in place as of the date of the request for registration of the Plan or any phase thereof.

23. Canadian National Railway

- 23.1 The Owner covenants and agrees in the subdivision agreement to provide a safety setback of habitable buildings from the railway rights-of-way to be a minimum of 30 metres in conjunction with a safety berm. The safety berm shall be adjoining and parallel to the railway rights-of-way with returns at the ends, 2.5 metres above grade at the property line, with side slopes not steeper than 2.5 to 1.
- 23.2 The Owner covenants and agrees in the subdivision agreement to engage a consultant to undertake an analysis of noise. At a minimum, a noise attenuation barrier shall be adjoining and parallel to the railway right-of-way, having returns at the ends, and a minimum 5.5 metres above top-of-rail. Acoustic fence to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre of surface area. Subject to the review of the noise report, the Railway may consider other measures recommended by an approved Noise Consultant.
- 23.3 Ground-borne vibration transmission to be evaluated in a report through site testing to determine if dwellings within 75 metres of the railway rights-of-way will be impacted by vibration conditions in excess of 0.14 mm/sec RMS between 4Hz and 200 H. The monitoring system should be capable of measuring frequencies between 4Hz and 200Hz, +/- 3dB with an RMS averaging time constant of 1 second. If in excess, isolation measures will be required to ensure

living areas do not exceed 0.14 mm/sec RMS on and above the first floor of the dwelling.

- 23.4 The Owner covenants and agrees in the subdivision agreement to install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line.
- 23.5 The Owner covenants and agrees in the subdivision agreement to insert the following clause into all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the railway right-of-way: "Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of development and individual dwellings(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
- 23.6 The Owner covenants and agrees in the subdivision agreement that any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.
- 23.7 The Owner covenants and agrees that through restrictive covenants to be registered on title and all agreements of purchase and sale or lease provide notice to the public that the safety berm, fencing and vibration isolation measures implemented are not to be tampered with or altered and further that the Owner shall have sole responsibility for and shall maintain these measures to the satisfaction of CN.
- 23.8 The Owner covenants and agrees in the subdivision agreement to enter into an Agreement with CN stipulating how CN's concerns will be resolved and will pay CN's reasonable costs in preparing and negotiating the agreement.
- 23.9 The Owner covenants and agrees in the subdivision agreement to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN.

24. City of Toronto

- 24.1 The Owner covenants and agrees in the subdivision agreement that due to the existing capacity constraints and excessive vehicle queuing during both the A.M. and P.M. peak periods, access to Steeles Avenue East will not be permitted by the

City of Toronto at this time. The proposed access will be reconsidered once Steeles Avenue is reconstructed/improved between Tapscott Road and Ninth Line as per the McCormick Rankin Corporation (Amended EA Report dated, July 2011) for the Regional Municipality of York Region Transportation Improvements Donald Cousens Parkway to Morningside Avenue. Additionally, the City of Toronto will not accept any intersection cycle lengths in excess of 120 seconds in the vicinity of the subject site. The applicant is required to use existing cycle lengths at all study intersections in order to maintain signal coordination.

25. External Clearances

25.1 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 Transportation and Community Planning Department shall advise that Condition 21 (1 to 23, inclusive) has been satisfied.
- b) The Toronto and Region Conservation Authority (TRCA) shall advise that Conditions 4.6, 7.1, 7.2 and 22 have been satisfied.
- c) That Canada Post shall advise that Conditions 14.4 to 14.7 have been satisfied
- d) The Canadian National Railway shall advise that Conditions 23.1 to 23.9 have been satisfied.
- e) That the Ministry of natural Resources and Forests shall advise that Condition 19.7 has been satisfied.
- f) That the Ministry of Tourism, Culture and Sport shall advise that Condition 20.1 has been satisfied.

Dated:

Biju Karumanchery, Director, Planning and Urban
Design MCIP, RPP.