

**SUBJECT:** Recommendation Report  
Application for Zoning By-law Amendment, submitted by Livante Holdings, 2271850 Ontario Ltd., and Vetmar Ltd., on the lands known municipally as 10978, 10988, 11030 Victoria Square Boulevard (formally Woodbine Avenue)  
File No. ZA 15 129978

**PREPARED BY:** Geoff Day MCIP, RPP, Ext. 3071  
Senior Planner, West District

**REVIEWED BY:** David Miller, MCIP, RPP, Ext. 4960  
Manager, West District

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**RECOMMENDATION:**

- 1) THAT the Staff report entitled “Recommendation Report, Application for Zoning By-law Amendment, submitted by Livante Holdings, 2271850 Ontario Ltd., and Vetmar Ltd., on the lands known municipally as 10978, 10988, 11030 Victoria Square Boulevard (formally Woodbine Avenue), File No. ZA 15 129978, be received;
- 2) THAT the record of the Public Meeting held on November 16, 2015, relating to the application for Zoning By-law Amendment submitted by Livante Holdings, 2271850 Ontario Ltd., and Vetmar Ltd., on the lands known municipally as 10978, 10988, 11030 Victoria Square Boulevard (formally Woodbine Avenue), File No. ZA 15 129978, be received;
- 3) THAT the draft amendments to Zoning By-laws 304-87 and 177-96 for the subject lands, attached to this report as Appendix ‘A’, be finalized and enacted;
- 4) THAT servicing allocation for 24 units be assigned to plan of subdivision 19TM-15002;
- 5) THAT the Region of York be advised of the servicing allocation for this development;
- 6) AND THAT Staff be authorized and directed to do all things necessary to give effect to this resolution.

**PURPOSE:**

This report provides an overview, evaluation and recommendation on Zoning By-law Amendment application (ZA 15 129978) for the lands known municipally as 10978, 10988, 11030 Victoria Square Boulevard (formerly Woodbine Avenue), to permit the development of a twenty-four (24) unit single detached low rise residential development and one (1) park block. The report recommends that the amendments to Zoning By-law’s 304-87 & 177-96 be finalized prior to enactment by Council.

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**The applications have been deemed complete:**

The application submitted by Livante Holdings, 2271850 Ontario Ltd., and Vetmar Ltd., was deemed complete on June 30, 2015.

**Delegation of Authority to CAO to grant draft plan of subdivision approval**

The Chief Administrative Officer has delegated authority to grant draft plan of subdivision approval during the summer recess (point 5. of By-law 4-2000, as amended). On August 3, 2016 the draft plan was approved, subject to conditions, attached in Appendix 'B' to this report.

**BACKGROUND:**

The subject lands are located on the west side of Victoria Square Boulevard, north of Elgin Mills Road and south of Woodbine Avenue within the Highway 404 North community (Figure 1). The subject lands are comprised of three lots with a total area of approximately 1.332 ha (3.29 acres). The two southerly parcels presently contain two single detached dwellings constructed in the 1950's and 1960's. The northerly parcel contained a single detached dwelling which was demolished in 2013. A mature hedgerow of deciduous trees is located along the Victoria Square Boulevard frontage. North of the subject lands are lands zoned for a mixed use development. To the south of the subject lands are residential lands within the Cathedral Community that have been developed over the last several years. To the west is a residential community developed by Livante Holdings. To the east is Victoria Square Boulevard and to the east of Victoria Square Boulevard, residential lands subject to a recent draft plan of subdivision and re-zoning approval known as "Eaton Square" (SU & ZA 13 113916) (Figure 2).

**Proposal**

The original Zoning By-law Amendment application proposed to re-zone the lands to allow for 23 single detached dwellings and the creation of 2 park blocks (Figure 3). The draft plan of subdivision contemplated the extension of Livante Court from the west through the site and connected to Victoria Square Boulevard to the east. The terminus of Livante Court at Victoria Square Boulevard aligned with a local road (Isabella Peach Drive), in the aforementioned Eaton Square subdivision on the east side of Victoria Square Boulevard.

The Zoning By-law Amendment application now proposes to re-zone the lands to allow for 24 single detached dwellings and the creation of 1 park block. The proposal has been designed to integrate with the lands to the west (See Figure 4 and Table 1 for site statistics). The draft plan of subdivision contemplates the extension of Livante Court to Victoria Square Boulevard and a new public road bisecting the development (north/south), also intersecting with Victoria Square Boulevard to the east.

**Official Plans**

The Official Plan (Revised 1987), as amended, designates the subject lands Urban Residential. In the 2014 Official Plan as partially approved on October 30, 2015 and May 26, 2016 (2014 Official Plan), the subject lands are designated Residential Low Rise. The 2014 Official Plan (Section 9.10.4), states that until a revised secondary plan is approved for the Highway 404 North lands, the provisions of the Official Plan (Revised 1987), as amended and Secondary Plan PD 42-1, as amended, shall apply.

**Secondary Plan**

The subject lands are designated Urban Residential - Low Density in the Secondary Plan for the Highway 404 North Planning District PD 42-1 (OPA 149). The Urban Residential Low Density designation provides for single detached, semi-detached, and townhouse units within the designation. The combined net density of all the Urban Residential – Low Density lands within the Secondary Plan is required to be within the range of 17.0 to 37.0 units per hectare (uph) (6.9 to 15 units per acre). With the inclusion of the proposed plan of subdivision, the combined residential density is 33.72 uph (13.64 upa), which is within the 17.0 to 37.0 units per hectare (6.9 to 15 upa) density range, as required in the Highway 404 North Planning District Secondary Plan.

**Zoning**

The subject lands are zoned Residential Two – Special (R2-S) by By-law 177-96, as amended and Rural Residential One [RR1] by By-law 304-87, as amended (Figure 5). The subdivision is proposed to be zoned to permit single detached dwellings and associated home occupations under the Residential Two-Special\*560 (R2-S\*560), Residential Two-Special\*561 (R2-S\*561) and public park uses under the Open Space One (OS1) designation, by By-law 177-96, as amended (Appendix ‘A’). Based on the conceptual sitings found in Figure 6, site specific exceptions of the proposed zoning will include:

**Traditional singles fronting onto the west side of Street ‘A’ and the south side of Livante Court:**

Rear yard setbacks of 7.0m

Permitted garage widths of 5.6m

**Dual-frontage singles fronting onto the east side of Street ‘A’:**

Front yard setback of 2.5m

Rear yard setback of 2.5m

Minimum outdoor amenity area of 40m<sup>2</sup> with a minimum dimension of 7m on one side

Maximum width of a private garage – 6.5 metres

Maximum width of a driveway and a garage door – 5.7 metres.

Prohibition of parking pads and carports

**Public Consultation**

On November 16, 2015, a Public Meeting was held to obtain input from the public. Three written submissions were received by the Clerk’s Department prior to the Public Meeting. No oral submissions were made. The written submissions raised the following concerns/questions:

1. The future of the temporary laneway on the westerly limit of the proposed plan, east of the townhouses on Living Crescent.
2. Will Livante Court or Living Crescent be altered to accommodate public parking spots, additional installation of utilities, or sidewalk extensions.
3. A letter dated November 13, 2015 from the 404 North Landowners Group requesting that the City require a clearance letter from the Landowners Group confirming that the applicants are in good standing with their cost sharing obligations to the group.

4. Concerns that the proposed development will cause traffic congestion, air and noise pollution, overcrowd the school system in the area and increase crime.

Staff have taken into consideration the comments provided by the public and advise the following:

Upon the completion of the construction of Livante Court to Victoria Square Boulevard, the temporary laneway will be closed as it will no longer be required for waste management and snow clearing vehicles to navigate that area of the subdivision. The laneway will form part of the rear yards of the dwellings that front onto "Street 'A'".

The Draft Plan Conditions include a requirement for the owner to be in good standing with the cost sharing obligations to the developers group.

A traffic study was submitted by the Owner. Staff agree with its recommendations and conclusions that there will be no traffic impacts from this development.

The Catholic and Public School Boards have been circulated the applications and did not have any comments or concerns.

#### **DISCUSSION:**

##### **Preliminary Report - September 2015**

Staff's 2015 preliminary report identified a number of items that required further consideration through the development review process. These items have been dealt with as follows:

##### **Tree Preservation**

1. The applicant has submitted a tree preservation plan, tree inventory and tree appraisal. Staff will continue to work with the applicant to satisfy the tree replacement requirement in accordance with the City of Markham Streetscape Manual, dated 2009 prior to the registration of the subdivision.

At the Public Meeting, Development Services Committee expressed a desire for the linear hedgerow along Victoria Square Boulevard on the east side of the plan to be preserved and conveyed to the City and zoned as Public Parkland.

City Staff support this approach as conveying the hedgerow into public ownership ensures the protection of the trees and preserves the character of the Victoria Square Boulevard frontage as an historic extension of the community of Victoria Square to the south.

##### **Parkland Dedication**

2. The original draft plan proposed 2 park blocks within the subdivision (Figure 3). It was determined that the southerly park block was insufficient in area to provide for a programmable public outdoor park space. In addition, the recently approved draft plan of subdivision located on the east side of Victoria Square Boulevard, immediately across the street from the subject lands, contains an approximately 0.5ha (1.24 acre) programmable public park. Consequently, the plan was modified and now proposes an approximately

0.059ha (0.146ac) triangular area of public parkland which contains the mature deciduous hedgerow.

**Compatible interface to adjacent lands**

3. The applicant has demonstrated that the interface between this development and the existing development to the west is compatible and offers an appropriate integration between the two developments. The proposed “double frontage” units provides for a unique built form in this area of the City and the public park block avoids residential backlotting onto Victoria Square Boulevard.

**Outstanding comments from internal departments/external agencies**

4. Comments from various internal departments and external agencies have been provided and are reflected in this report.

**Membership of the 404 North Developers Group**

5. The applicant is aware that they are required to become a member in good standing with the area’s developer’s group. This requirement is included in the attached draft conditions (Condition 22.1).

**Environmental/Sustainable initiatives**

6. The owner will be required to offer advanced green technology innovations and eco-friendly high performance features to create a more environmentally friendly and affordable home. Prior to registration of the subdivision, the owner shall submit a comprehensive list of sustainable initiatives to the satisfaction of the Commissioner of Development Services.

**Public Art**

7. Markham is permitted to require a contribution by the Owner to the City for facilities, services, or matters in accordance with Section 37 of the Planning Act, as amended. Prior to execution of the subdivision agreement, a public art contribution by the Owner to the City, in accordance with Section 37 of the Planning Act, as amended, shall be required. Payments shall be collected in accordance with the terms to be set out in the subdivision agreement to secure for the Section 37 contribution. This requirement is reflected in draft plan condition 1.9 (Appendix ‘B’).

**Conclusion**

Staff are of the opinion that the proposed plan of subdivision is appropriate for this area of the Highway 404 North community and will complete the road pattern in the area. Staff have been working closely with the applicant to produce a plan that is attractive, pedestrian friendly, and sympathetic to the existing subdivision to the west. Staff recommend that the amendments to Zoning By-laws 304-87 and 177-96 to rezone the subject lands, be finalized prior to being sent to Council for enactment.

**FINANCIAL CONSIDERATIONS AND TEMPLATE:**

Not applicable.

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## **HUMAN RESOURCES CONSIDERATIONS**

Not applicable.

## **ALIGNMENT WITH STRATEGIC PRIORITIES:**

The proposed applications will align with the City's strategic priorities of Growth Management, Transportation, Municipal Services and the Environment by implementing the proposed development and road network improvements in coordination with available servicing allocation.

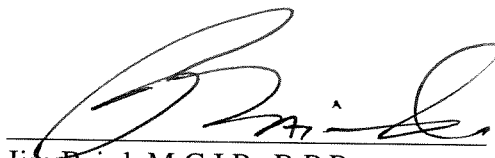
## **BUSINESS UNITS CONSULTED AND AFFECTED:**

The applications have been reviewed by various City departments and external agencies. Requirements of the City and external agencies have been reflected in the conditions of draft plan of subdivision approval and the implementing zoning by-law amendments.

## **RECOMMENDED BY:**



Biju Karumanchery, M.C.I.P., R.P.P.  
Director of Planning and Urban Design



Jim Baird, M.C.I.P., R.P.P.  
Commissioner of Development Services

## **ATTACHMENTS:**

Table 1: Subdivision Statistics

- Figure 1: Location Map
- Figure 2: Aerial Photo
- Figure 3: Original Draft Plan of Subdivision
- Figure 4: Revised Draft Plan of Subdivision
- Figure 5: Area Context and Zoning
- Figure 6: Conceptual Sitings
- Figure 7: Proposed Elevations – East side of Street 'A'
- Figure 8: Traditional Singles – West side of Street 'A'

Appendix 'A': Draft By-law Amendment to 177-96 and 304-87  
Appendix 'B': Draft Plan Conditions

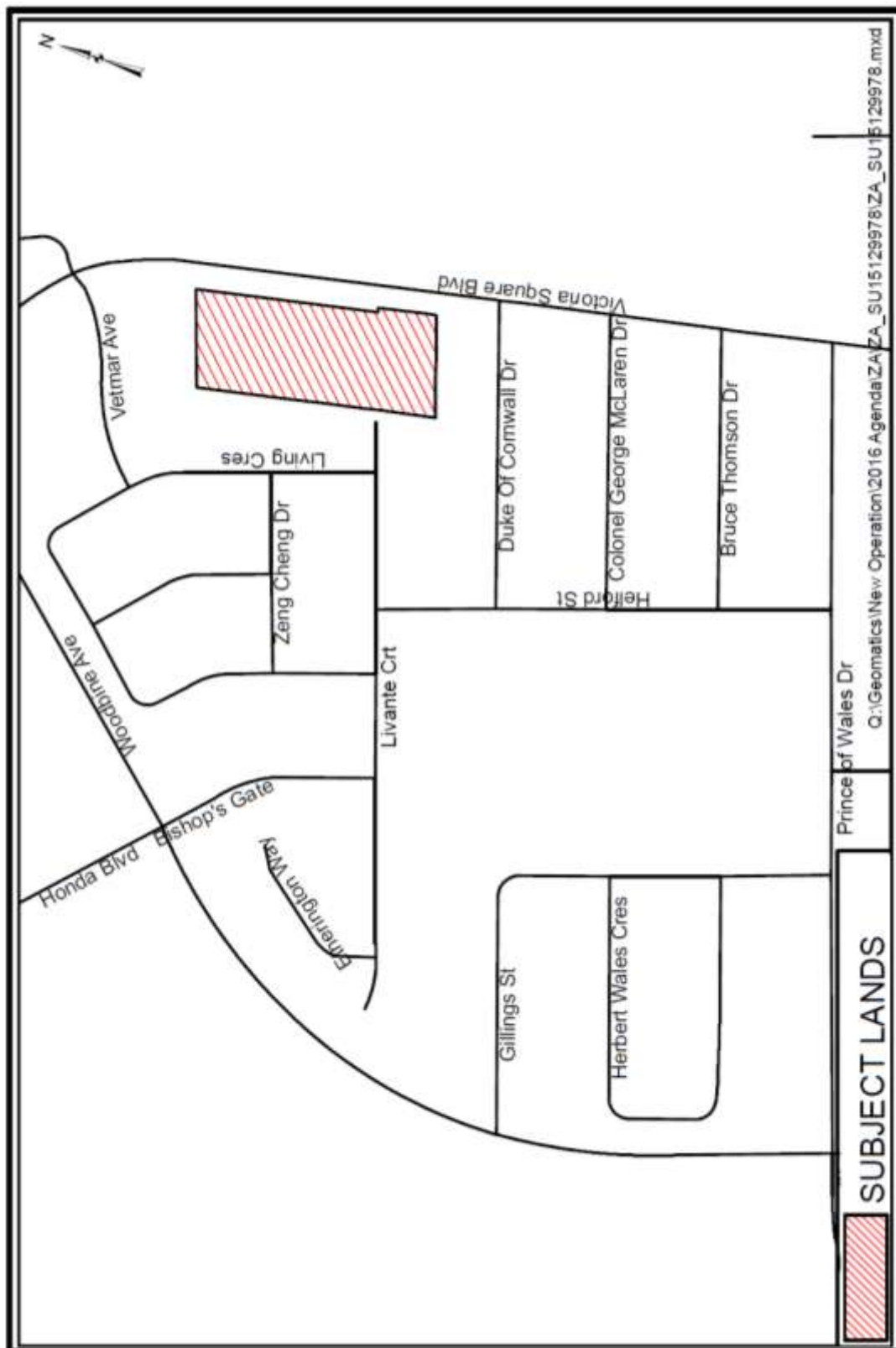
## **AGENT:**

Maria Gatzios  
Gatzios Planning  
maria@gatziosplanning.com  
416.716.5506

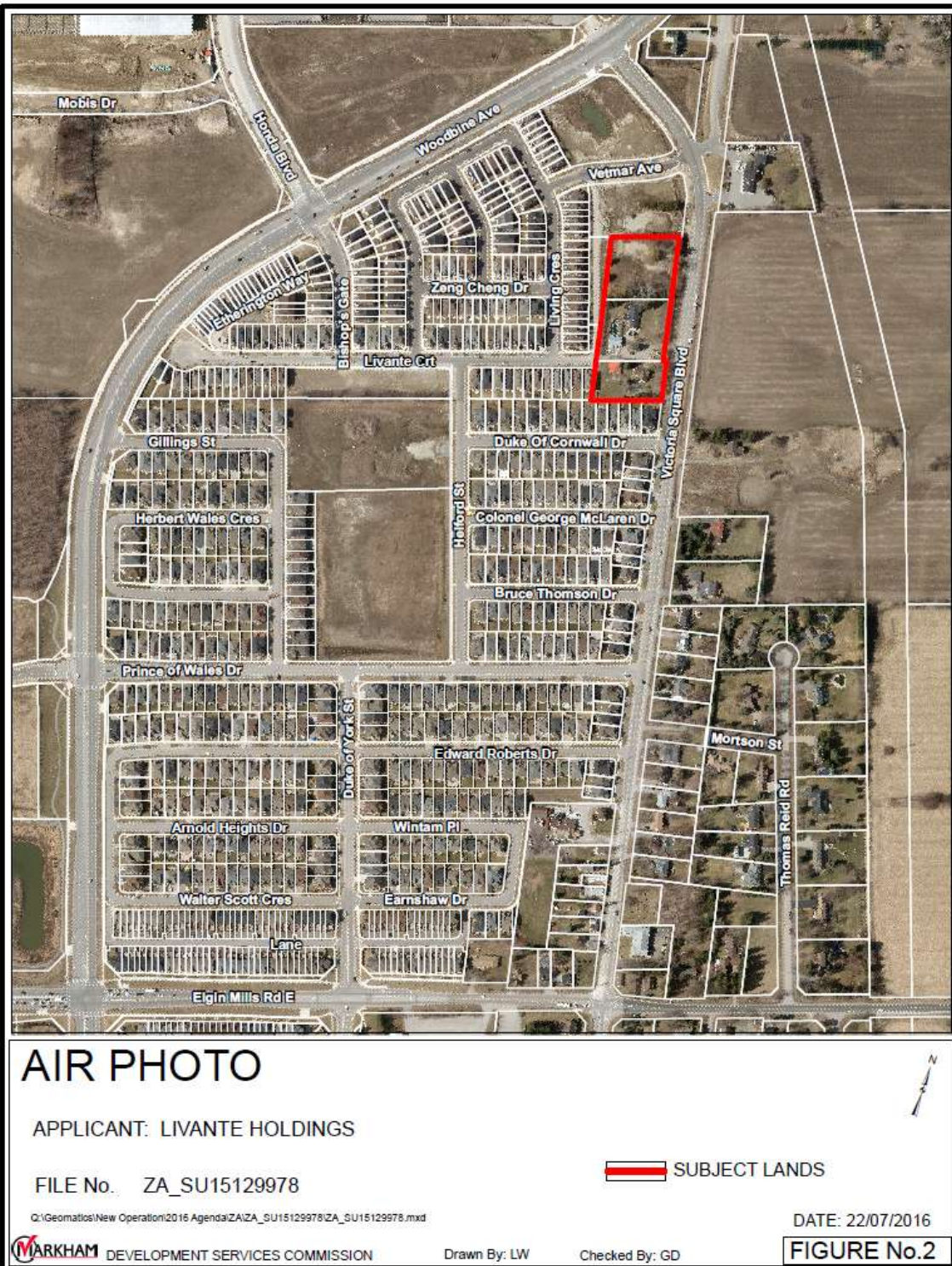
TABLE 1  
SUBDIVISION STATISTICS

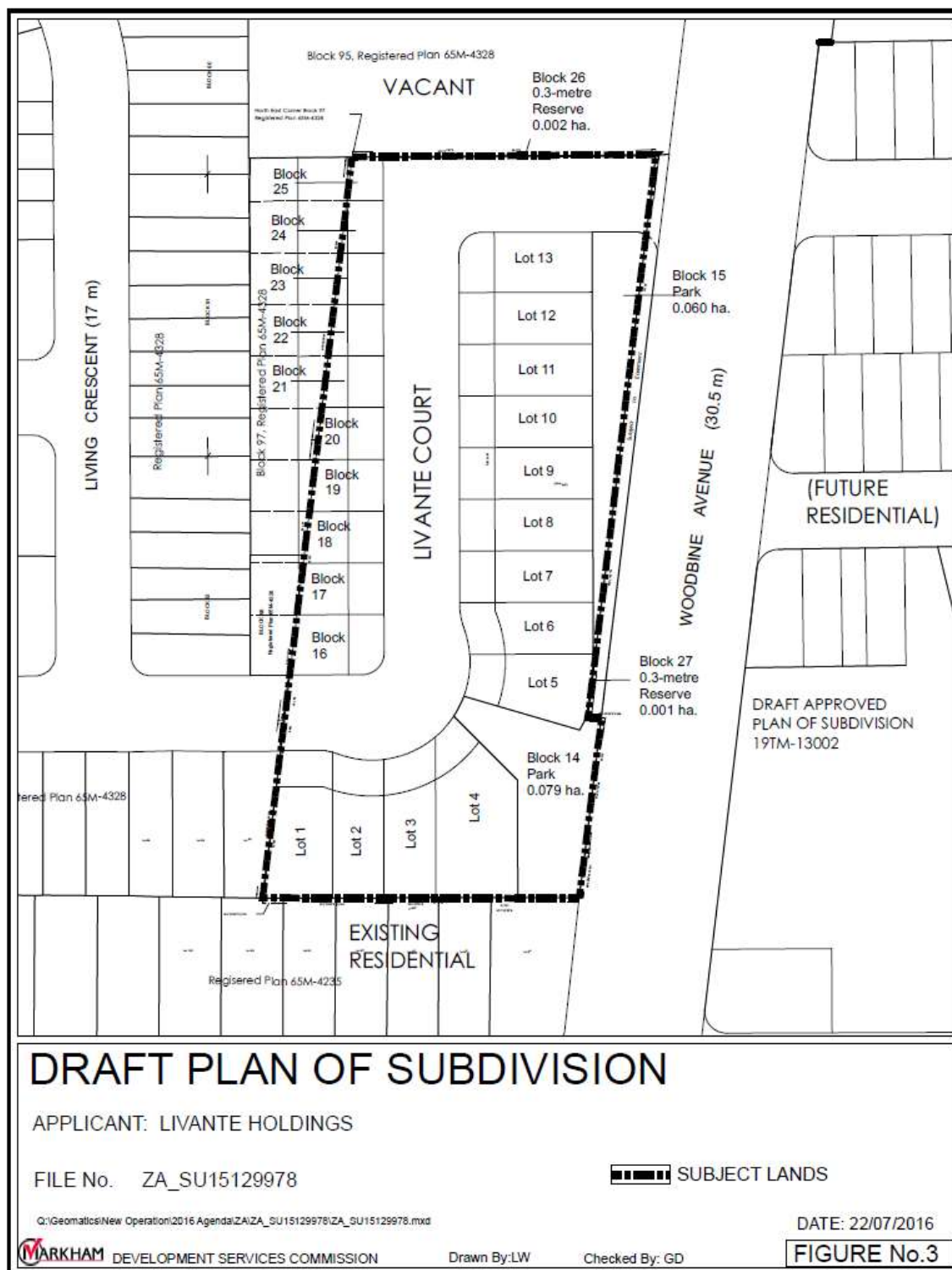
LAND USE	NO. OF UNITS	LOT/BLOCK NO.	HECTARES (ACRES)
Roads			0.390
Park		15	0.060
Residential lots 11.6m	11	1-5,8-13	0.405
Residential lot 13.17m	1	6	0.039
Residential lots 14.83m	2	7,14	0.088
Residential Part Block	10 (through future part lot control)	16	0.163 (0.4)
0.3m Reserves		17-19	0.004
<b>TOTAL</b>	<b>24</b>	<b>N/A</b>	<b>1.15 (2.84)</b>

<b>Net Residential Site Area ha (ac)</b>	<b>0.696 (1.72)</b>
Single Detached units	<b>24</b>
Semi Detached units	N/A
Townhouses units	N/A
<b>Total residential units</b>	<b>24</b>
<b>Net Residential Density uph (upa)</b>	<b>34.48 uph 13.95 upa</b>

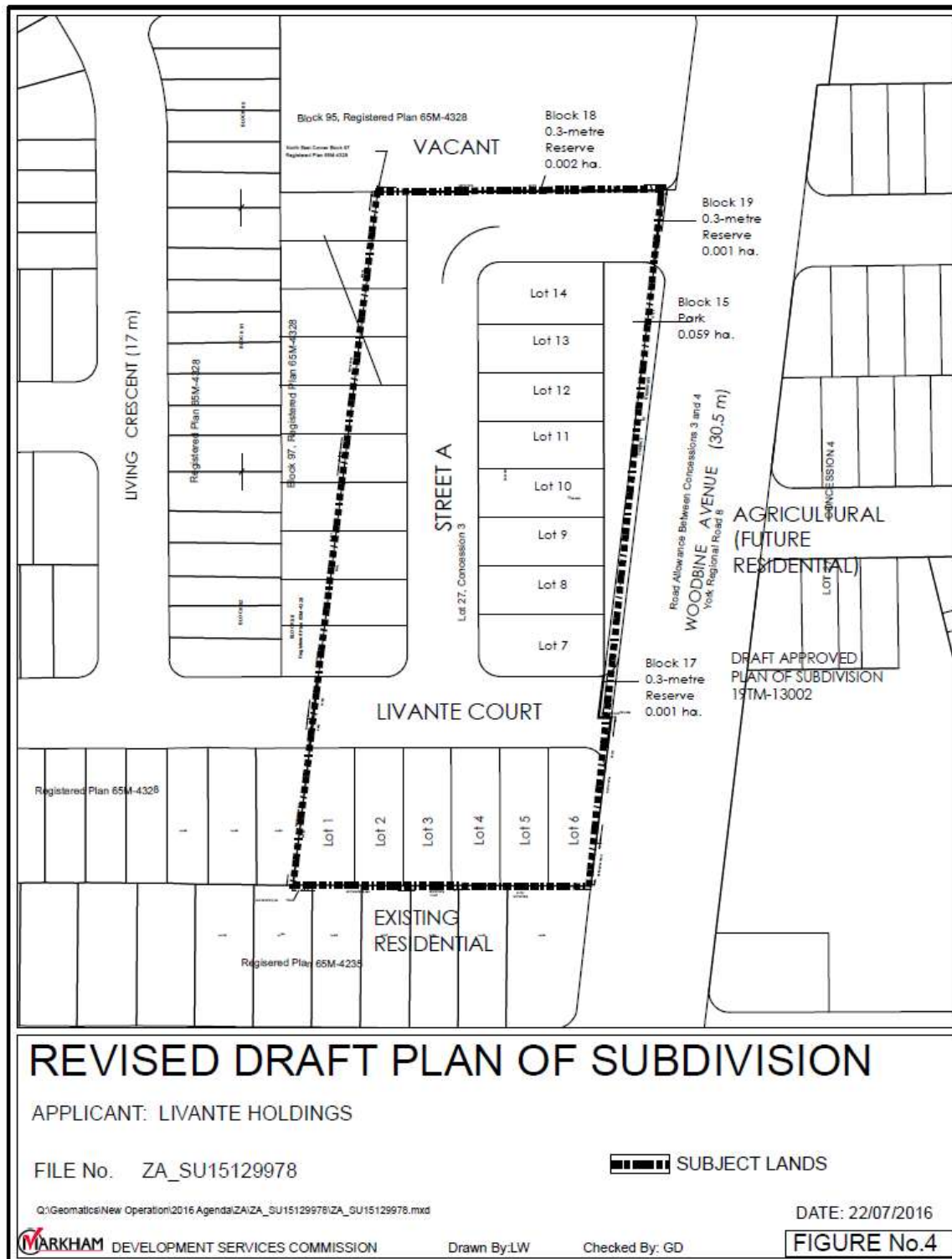


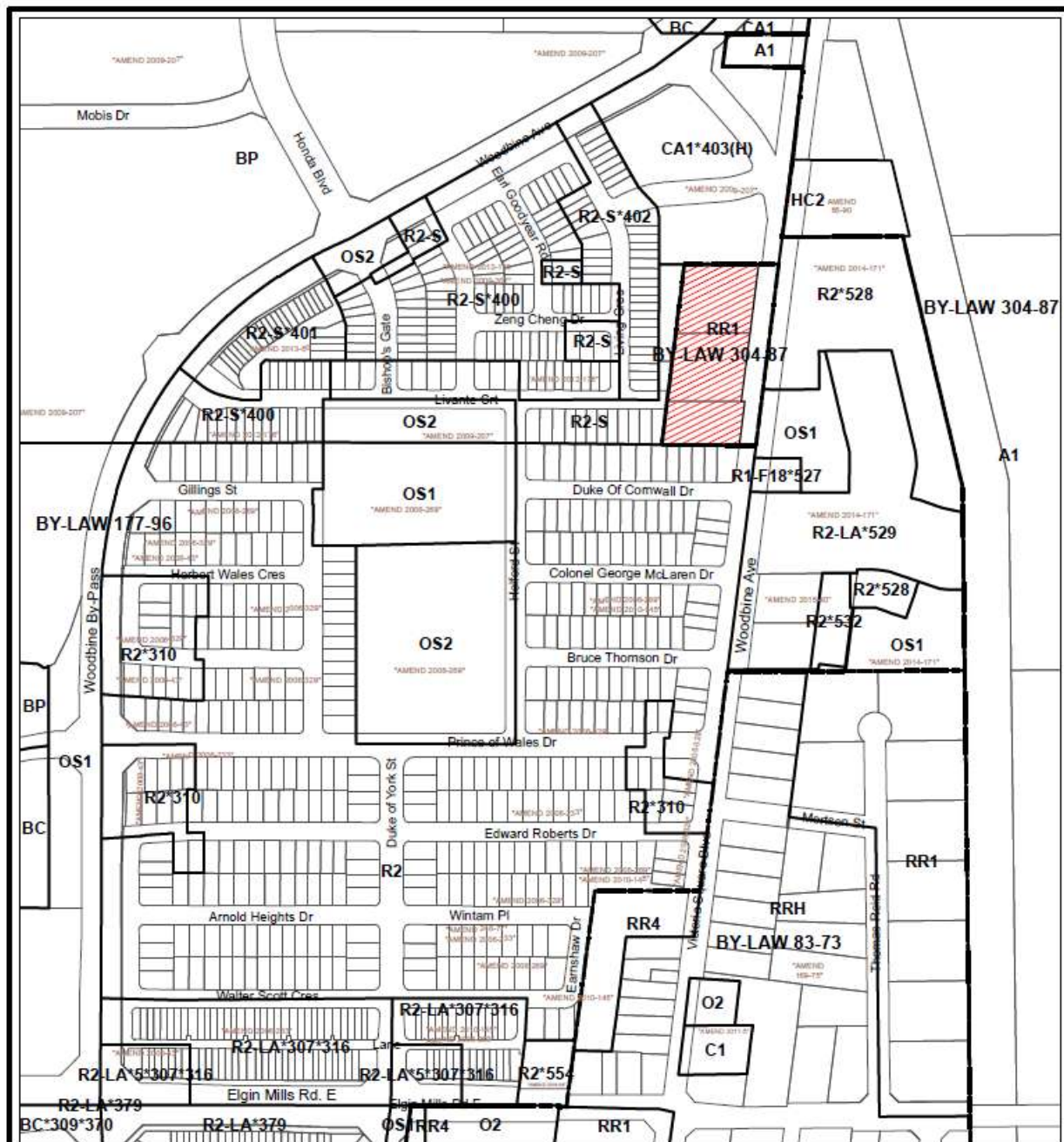













## AREA CONTEXT / ZONING

APPLICANT: LIVANTE HOLDINGS

FILE No. ZA\_SU15129978

 SUBJECT LANDS

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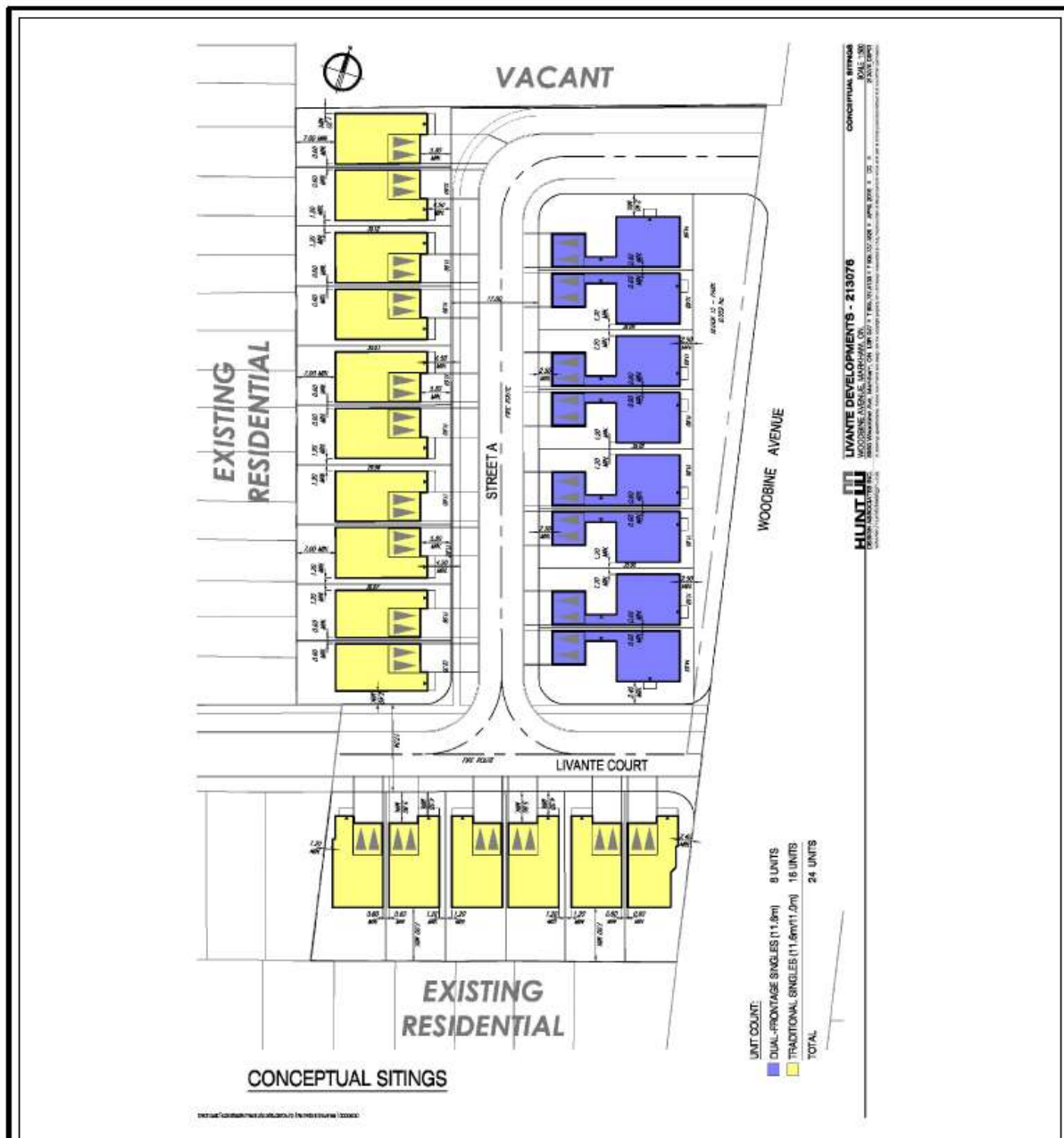
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 MARKHAM DEVELOPMENT SERVICES COMMISSION

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Checked By: GD

FIGURE No.5



## CONCEPTUAL SITINGS

APPLICANT: LIVANTE HOLDINGS

FILE No. ZA\_SU15129978

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DEVELOPMENT SERVICES COMMISSION

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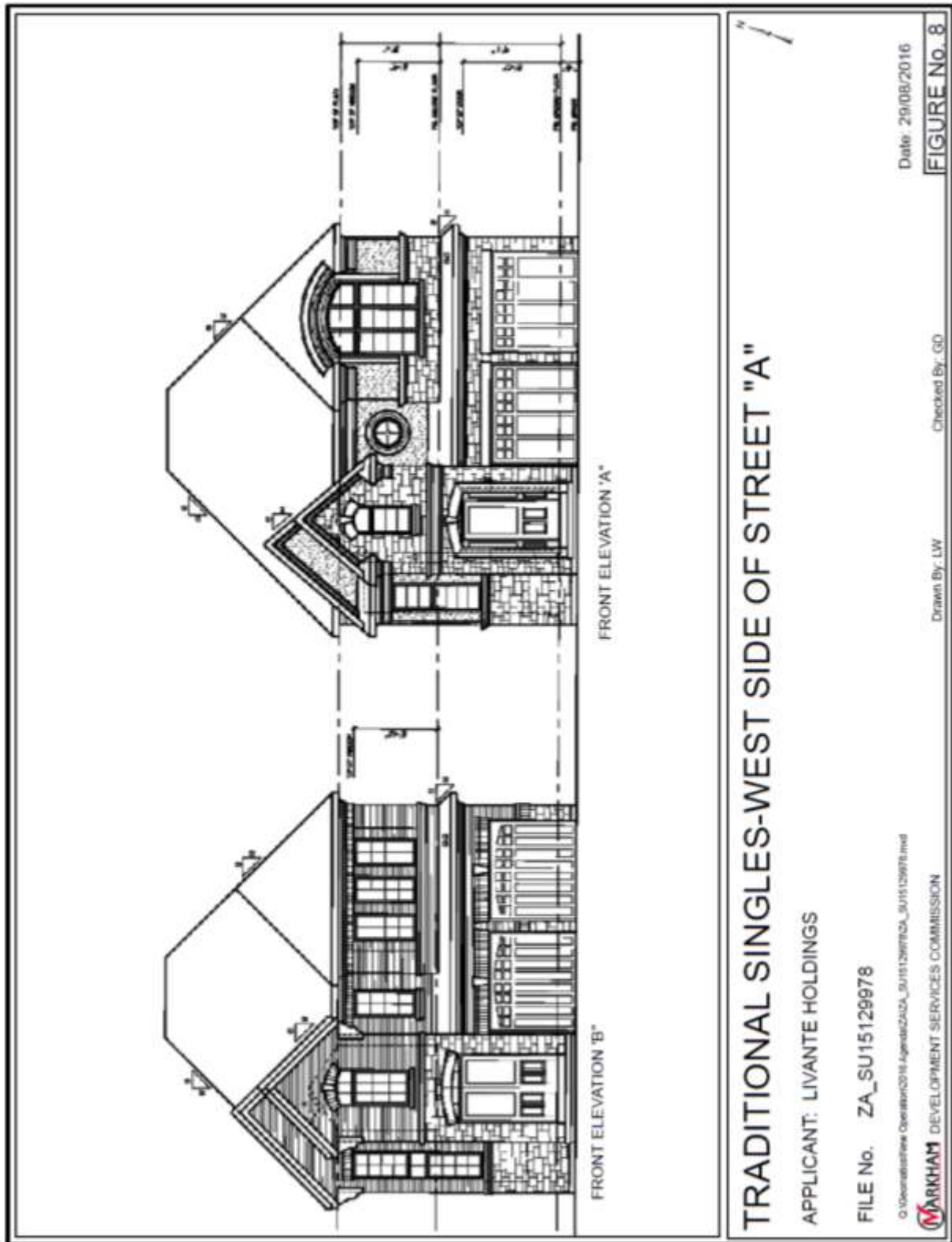
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DATE: 22/07/2016

**FIGURE No.6**







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Appendix 'A'  
Draft By-law Amendment to 177-96 and 304-87



**EXPLANATORY NOTE**

**BY-LAW 2016 - \_\_\_\_\_**

**A By-law to amend By-laws 304-87 and 177-96, as amended.**

**LIVANTE HOLDINGS, 2271850 ONTARIO LTD., AND VETMAR LTD  
10978, 10988, 11030 VICTORIA SQUARE BOULEVARD (FORMALLY WOODBINE  
AVENUE)  
HIGHWAY 404 NORTH COMMUNITY**

**Lands Affected**

This By-law amendment applies to 1.332 ha (3.29 acres) of land located on the west side of Victoria Square Boulevard (formally Woodbine Avenue), in the Highway 404 North Community.

**Existing Zoning**

The lands are presently zoned Residential Two – Special (R2-S) by By-law 177-96, as amended and Rural Residential One [RR1] by By-law 304-87, as amended.

**Purpose and Effect**

This By-law amendment deletes the lands from the area zoned by By-law 304-87, as amended, and incorporates the lands into appropriate residential and Open Space zone categories within By-law 177-96, as amended, as follows:

Residential Two-Special\*560 (R2-S\*560);  
Residential Two-Special\*561 (R2-S\*561); and,  
Open Space One (OS1) Zone

The effect of this by-law amendment is to permit residential and open space uses on the lands.

**Section 37**

A contribution by the Owner to the City of \$1,000.00 per residential unit in 2016 dollars, based on the total number of units, to be indexed to the Ontario rate of inflation as per the consumer price index (CPI), in accordance with Section 37 of the Planning Act, as amended, shall be required. Payments shall be collected in accordance with the terms of an agreement to secure for the Section 37 contribution.





## **BY-LAW 2016 -XXX**

**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 177-96, as amended**  
*(To incorporate lands into the designated area of By-law 177-96)*

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The Council of the Corporation 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 177-96, as amended, is hereby further amended as follows:
  - 2.1 By adding the lands outlined on Schedule 'A' attached to this By-law to the designated area of By-law 177-96, as amended.
  - 2.2 By zoning the lands:

Residential Two-Special\*560 (R2-S\*560);  
Residential Two-Special\*561 (R2-S\*561); and,  
Open Space One (OS1) Zone

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

**“7.560 LIVANTE HOLDINGS, 2271850 ONTARIO LTD., AND  
VETMAR LTD - 10978, 10988, 11030 VICTORIA SQUARE  
BOULEVARD (FORMALLY WOODBINE AVENUE)  
HIGHWAY 404 NORTH COMMUNITY**

Notwithstanding any other provisions of this By-law, the provisions in this Section shall apply to those lands denoted by the symbol \*560 on Schedule 'A' to this By-law. All other provisions of By-law 177-96, unless specifically modified/amended by this Section, continue to apply to the lands subject to this Section.

**7. 560.1 Only Uses Permitted**

The following uses are the only uses permitted:

- a) *Single Detached Dwellings*; and,
- b) *Home Occupations*

**7. 560.2 Special Site Provisions**

The following additional provisions shall apply:

- a) Minimum *rear yard* – 7.0 metres; and,
- b) Maximum width of an attached *private garage* – 5.6 metres.

**“7.561 LIVANTE HOLDINGS, 2271850 ONTARIO LTD., AND  
VETMAR LTD - 10978, 10988, 11030 VICTORIA SQUARE  
BOULEVARD (FORMALLY WOODBINE AVENUE)  
HIGHWAY 404 NORTH COMMUNITY**

Notwithstanding any other provisions of this By-law, the provisions in this Section shall apply to those lands denoted by the symbol \*561 on Schedule ‘A’ to this By-law. All other provisions of By-law 177-96, unless specifically modified/amended by this Section, continue to apply to the lands subject to this Section.

**7. 561.1 Only Uses Permitted**

The following uses are the only uses permitted:

- a) *Single Detached Dwellings*; and,
- b) *Home Occupations*

**7. 561.2 Special Site Provisions**

The following additional provisions shall apply:

- a) Minimum required *front yard* – 2.5 metres;
- b) Minimum *rear yard* – 2.5 metres;
- c) Maximum setback of the 2<sup>nd</sup> floor of the main building facing the front lot line shall be located no further than 0.5m from the setback of the garage;
- d) Minimum *outdoor amenity area* of 40m<sup>2</sup> with a minimum dimension of 7m on one side;
- e) Maximum width of an attached *private garage* – 6.5 metres;
- f) Maximum width of a *driveway* and a garage door – 5.7 metres; and,
- g) Special Provisions 1 and 2 on Table B3 (Part 1 of 3) shall not apply.

**7.561.3 Prohibited Uses**

The following uses are prohibited:

- a) *Carports and Parking Pads.*

**2.4 Section 37**

A contribution by the Owner to the City of \$1,000.00 per residential unit in 2016 dollars, based on the total number of units, to be indexed to the Ontario rate of inflation as per the consumer price index (CPI), in accordance with Section 37 of the Planning Act, as amended, shall be required. Payments shall be collected in accordance with the terms of an agreement to secure for the Section 37 contribution.

- 3. All provisions of By-law 177-96, as amended, not inconsistent with the foregoing shall continue to apply to the lands shown on Schedule "A" attached hereto.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_, 2016.

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KIMBERLEY KITTERINGHAM  
CITY CLERK

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FRANK SCARPITTI  
MAYOR



**Appendix 'B'**  
**Draft Plan Conditions**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF MARKHAM TO BE  
SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION  
19TM-15002 (LIVANTE HOLDINGS, 2271850 ONTARIO LTD., AND VETMAR LTD.,  
ON THE LANDS KNOWN MUNICIPALLY AS 10978, 10988, 11030 VICTORIA  
SQUARE BOULEVARD (FORMALLY WOODBINE AVENUE)), ARE AS FOLLOWS:**

**1 General**

- 1.1 Approval shall relate to a Draft Plan of Subdivision 19TM-15002 prepared by Gatzios Planning + Development Consultants Inc., identified as Job Number 65MA-1309, Drawing Number 65MA-1309, revision dated July 20, 2016.
- 1.2 The Owner acknowledges that revisions to the draft plan of subdivision may be required in order to meet the requirements of Condition 23, if necessary, to the satisfaction of the York Region.
- 1.3 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the City, and shall accordingly lapse on August 3, 2019, unless extended by the City upon application by the Owner.
- 1.4 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.
- 1.5 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, amendments to Zoning By-laws 304-87 and 177-96 to implement the plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.6 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the City, to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Municipal Class Environment Assessment, Traffic Impact Study, Internal Functional Traffic Design Study Stormwater Management Study (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.
- 1.7 Prior to execution of the subdivision agreement the Owner shall provide a letter of credit, in an amount to be determined by the Director of Planning and Urban

Design, to ensure compliance with applicable tree preservation, fencing, streetscape, buffer and other landscaping requirements.

- 1.8 The Owner covenants and agrees to enter into a construction agreement and/or encroachment agreement or any other agreement deemed necessary to permit construction of services, roads, stormwater management facilities or any other services that are required external to the plan of subdivision (or site plan) and that are required to service the proposed development, to the satisfaction of the Director of Engineering and the City Solicitor.
- 1.9 Prior to execution of the subdivision agreement, a contribution by the Owner to the City of \$1,000.00 per residential unit in 2016 dollars, based on the total number of units, to be indexed to the Ontario rate of inflation as per the consumer price index (CPI), in accordance with Section 37 of the Planning Act, as amended, shall be required. Payments shall be collected in accordance with the terms of an agreement to secure for the Section 37 contribution.

## **2 Roads**

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the City and York Region.
- 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 0.3m reserves at the end of Street A, and Livante Court to the City, free of all costs and encumbrances, upon registration of the plan of subdivision.
- 2.5 The Owner shall covenant and agree in the subdivision agreement to provide temporary turning circles where required at their cost and remove them and restore the streets to their normal condition at their cost when required by the City, to the satisfaction of the City (Commissioner of Development Services). The design of the temporary turning circles, and any implications on surrounding land use, shall be addressed in the subdivision agreement to the satisfaction of the City.
- 2.6 Prior to final approval of the draft plan, the Owner shall make all reasonable efforts to acquire from the adjacent landowner to the north (Vetmar Limited), or subsequent owner, the additional lands for north radius to complete the Street A road allowance, or convey to the City an easement over these lands so as to

complete the Street A road allowance, or provide alternate arrangements to the satisfaction of the City (Commissioner of Development Services).

- 2.7 The Owner shall covenant and agree in the subdivision agreement to implement the traffic calming measures identified in the Internal Functional Traffic Study. The Owner shall further covenant and agree to implement additional traffic calming measures, prior to assumption of the plan of subdivision, if it is determined by the City that additional traffic calming measures are required.

### **3 Noise Impact Study**

- 3.1 Prior to final approval of the draft plan, the Owner shall submit a Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic and by any other identified noise sources, to the satisfaction of the City, in consultation with York Region. 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.
- 3.2 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 York Region.

### **4 Stormwater Management**

- 4.1 The City acknowledges that the Owner has submitted a Functional Servicing and Stormwater Management Report prepared by Masongsong Associates Engineering Ltd. dated April 2016 (Rev.). The Owner agrees, that prior to commencement of servicing, to submit a revised stormwater management study 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 and include the following comments:
- The Owner acknowledges and agrees that the City will not provide any credit for the increased topsoil depth that has been proposed as a water balance mitigation option.
  - As per the Subsurface Investigation Report (Terraprobe, July 10, 2013) the subject site is sandy to sandy-silt soil which is good for infiltration type LIDs. The Owner agrees to explore to implement the alternate LID practices to promote infiltration and water balance mitigation onsite.
- 4.2 As identified in the April 2016 report, the stormwater management (quality and quantity control) for the Subdivision will be provided by the proposed SWM pond in the Victoria Square (Eaton Square) subdivision, located east of

Woodbine Avenue. This proposed SWM pond and outfall have not been approved or constructed to-date. The Owner understands and agrees that this development **cannot** be serviced prior to the construction of the proposed SWM pond and storm outfalls.

- 4.3 The Owner covenant and agree to enter into an agreement(s) with the downstream property owners for the cost sharing of the storm pond and outlets to the satisfaction of the Director of Engineering.
- 4.4 The Owner acknowledges that they cannot commence servicing, execute their subdivision agreement or obtain building permits until an agreement for the construction of the SWM pond and outlets have been entered into and necessary easements/agreements executed to the satisfaction of the Director of Engineering.
- 4.5 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.
- 4.6 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the City's Standards prior to proceeding with any on-site works and more particularly topsoil stripping.

## **5 Municipal Services**

- 5.1 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 to determine the infrastructure required for all municipal services internal to the subdivision and potential upgrades to municipal infrastructure downstream of the subdivision resulting from this development. Any requirements resulting from this 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 pay for all external municipal infrastructure upgrades.
- 5.2 The Owner shall covenant and agree in the subdivision agreement that they shall be required to construct, or pay for the construction of, roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with the applicable Council policy and City's Design Criteria and Standards), underground and above ground services, street lights, street signs, utilities, stormwater management facilities, etc., to the satisfaction of the City (Commissioner of Development Services).
- 5.3 Prior to final approval of the draft plan, detailed engineering drawings shall be provided in accordance with the City's Design Criteria, 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, streetlighting design drawings, stormwater management detail plans, etc. to the satisfaction of the City (Commissioner of Development Services).

- 5.4 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and acceptable access for firefighting equipment is available.
- 5.5 The Owner shall acknowledge and agree in the subdivision agreement that, notwithstanding that the City may approve an interim servicing connection for a portion of the lands/development within the draft plan of subdivision, no building permits will be issued for any development beyond that which can be adequately serviced by the interim connection, and that prior to the issuance of further building permits a sanitary sewer on Street A to service the balance of the lands in the draft plan of subdivision must be constructed to the satisfaction of the City (Commissioner of Development Services) and a further servicing allocation approved by Council.
- 5.6 The Owner covenants and agrees to revise the Functional Servicing Report to ensure that sanitary sewers flows for all lots are conveyed by gravity and that no pumping will be allowed.

## **6 Traffic Impact Study / Internal Functional Traffic Design Study**

- 6.1 Prior to final approval of the draft plan, the Owner shall prepare, in consultation with the owners of other lands within the Secondary Plan area, a Traffic Impact Study / Internal Functional Traffic Design Study to the satisfaction of the City and York Region. The Owner shall incorporate the requirements and criteria of the Traffic Impact Study into the draft approved plan and subdivision agreement.
- 6.2 The Owner shall provide a revised Traffic Impact Study and an updated Transportation Demand Management (TDM) plan as per the comments provided by the City staff dated November 30, 2015.

## **7 Easements**

- 7.1 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 satisfactory to, and dedicated to, the City.

## **8 Utilities**

- 8.1 The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the City as underground facilities within the public road allowances or within other appropriate easements, as approved on the Composite Utility Plan, to the satisfaction of the City (Commissioner of Development Services) and authorized agencies.
- 8.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including PowerStream, Enbridge, telecommunications companies, etc.
- 8.3 The Owner shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the City of Markham in consultation with Canada Post, and that where such facilities are to be located within public rights-of-way they shall be approved on the Composite Utility Plan and be in accordance with the Community Design Plan.
- 8.4 The Owner 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 Owner will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 8.5 The Owner shall covenant and agree in the subdivision agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.
- 8.6 Standard Community Mailbox installations are to be done by Canada Post at locations approved by the municipality and shown on the Composite Utility Plan. Should the developer propose an enhanced Community Mailbox installation, any costs over and above the standard installation must be borne by the developer, and be subject to approval by the City in consultation with Canada Post.
- 8.7 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the City. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual

dwelling units within the subdivision as and when each dwelling unit is constructed.

## **9 Environmental Clearance**

- 9.1 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 and pay to the City for third party peer review. The Owner acknowledges that a “Qualified Person” will be retained 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.
- 9.2 The Owner covenants and agrees that, prior to execution of Subdivision 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.
- 9.3 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.
- 9.4 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, councilors, 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.

**10 Well Monitoring Program and Mitigation Plan**

Prior to any site alteration activities, the Owner shall check if there are any active wells within 500 m 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.

**11 Municipal Infrastructure**

The Owner and the City acknowledge that this subdivision, when fully constructed, will have approximately the following City municipal infrastructure:

- Local Roads: 205 m
- Sidewalks: 205 m
- Streetlights: \_\_\_\_nos.
- Watermain: 205 m
- Sanitary Sewers: 205 m
- Storm Sewers: 205 m

**12 Streetlight Types**

The Owner agrees to contact City staff prior to commencing the design for Streetlighting to confirm the type(s) of poles and luminaires to be provided for all streets in the Subdivision.

**13 Tree Inventory and Tree Preservation Plans**

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 The Owner shall submit for approval, as part of the tree inventory and tree preservation plan, in accordance with the City of Markham Streetscape Manual a tree compensation schedule detailing replacement and enhancement planting or the replacement value based on the following:

- a) Trees between 20cm and 40cm diameter at breast height (DBH) shall be replaced at a ratio of 2:1
- b) All trees over 40cm DBH shall have an individual valuation submitted to the City by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000)
- c) Where a site does not allow for the 2:1 replacement, the City will negotiate a credit for tree planting on alternate sites
- d) The requirement for the replacement or equivalent economic value following unauthorized tree removal or damage shall be determined by the City.

## **14 Community Design**

- 14.1 The Owner shall implement and incorporate all requirements of the approved Vetmar Neighbourhood Urban Design Brief – dated July 8, 2016 (Addendum to the Neighbourhood Design Brief – Cathedral Community – December 14, 2009), into all landscape plans, architectural control guidelines, engineering plans and any other required design documents.
- 14.2 The Owner shall retain a design consultant 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
- 14.3 The Owner shall retain a design consultant to implement the Architectural Control Guidelines.
- 14.4 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.
- 14.5 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.

## **15 Parks and Open Space**

- 15.1 The Owner shall provide a specialized depth of topsoil in the entire municipal boulevard to appropriately plant boulevard trees to the satisfaction of the Director of Planning and Urban Design.

**16 Landscape Works**

- 16.1 Prior to execution of the subdivision agreement, the Owner shall submit landscape plans based on the approved Vetmar Neighbourhood Urban Design Brief – dated July 8, 2016 (Addendum to the Neighbourhood Design Brief – Cathedral Community – December 14, 2009), into all landscape works, to the satisfaction of the Director of Planning and Urban Design
- a) street tree planting in accordance with the City of Markham Streetscape Manual dated June 2009
  - b) 1.8m high wood screen corner lot fencing
  - c) Noise Attenuation Fencing as required
  - d) any other landscaping as determined by the Community Design Plan and the Environmental Master Drainage Plan.
- 16.2 The Owner shall construct all landscaping in accordance with the approved plans at no cost to the City.
- 16.3 The Owner shall not permit their builders to charge home purchasers for the items listed in Condition 4.1.
- 16.4 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)
- 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.”

**17 Telephone or telecommunication provider:**

- 17.1 The Owner covenants and agrees that it will permit any telephone or telecommunication service provider to locate its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications service 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 connections to individual dwelling units within the subdivision as and when each dwelling unit is constructed.
- 17.2 Prior to release for registration of the draft plan of subdivision, the telephone or telecommunication provider shall confirm that satisfactory arrangements, financial and otherwise, have been made with the telephone or telecommunications provider for any telephone or telecommunications facilities serving this draft plan of subdivision which are required by the Municipality to be installed underground; a copy of such confirmation shall be forwarded to the Municipality.
- 17.3 The Owner shall agree in the Subdivision Agreement, in words satisfactory to the telephone or telecommunications provider, to grant to the provider any easements that may be required for telecommunication services.

**18 Canada Post**

- 18.1 The Owner shall covenant and agree in the Subdivision Agreement to include on all offers of purchase and sale, a statement that advises the prospective purchaser that mail delivery will be from a designated Community Mail Box. The Owner will be responsible for notifying the purchaser of the exact Community Mailbox locations prior to the closing of any home sale.
- 18.2 Prior to release for registration of the draft plan of subdivision, the Owner will consult with Canada Post Corporation to determine suitable locations for the placement of Community Mailboxes, and will indicate on the appropriate servicing plans:
- the locations of Community Mailboxes;

- an appropriately sized section (concrete pad) as per municipal standards, to place the Community Mailboxes on;
  - any required walkways across the boulevard, as per municipal standards; and
  - any required curb depressions for wheelchair access to the satisfaction of the Commissioner of Development Services and Canada Post.
- 18.3 The Owner shall covenant and agree in the Subdivision Agreement to provide suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalk, and final grading have been completed at the permanent Community Mailbox locations.
- 18.4 The Owner shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at such locations in a manner which is agreeable to Canada Post and the City (Commissioner of Development Services) and that where such facilities are to be located within public highway rights-of-way, such facilities shall be approved on the Composite Utility Plan and shall be constructed in accordance with the Community Design Plan.
- 18.5 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 installations, 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.

## **19 Enbridge Gas Distribution**

- 19.1 The Owner shall covenant and agree in the Subdivision Agreement to:
- install all of the natural gas distribution system within the proposed road allowances;
  - grade all streets to final elevation prior to the installation of the gas lines;
  - provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution; and,
  - coordinate the preparation of an overall utility distribution plan to the satisfaction of all affected authorities

## **20 Development Charges**

- 20.1 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.
- 20.2 The Owner covenants and agrees to pay all necessary fees and development charges at the time of execution of the subdivision agreement.



## **21 Heritage**

- 21.1 Prior to final approval of the draft plan of subdivision or any phase thereof, the Owners shall carry out a cultural heritage resource assessment for the lands within the draft plan to ensure the assessment and identification of appropriate treatment of built heritage and archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the City (Commissioner of Development Services) and the Ministry of Culture. No demolition, grading, filling or any form of soil disturbances shall take place on the lands within the draft plan prior to the issuance of a letter from the Ministry of Culture to the City indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.
- 21.2 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.
- 21.3 Prior to final approval of the plan of subdivision or any phase thereof, the Manager of Heritage Planning shall advise that Conditions 19.1 and 19.2, inclusive, have been satisfied.

## **22 Other City Requirements**

- 22.1 Prior to release for registration of the draft plan or any component thereof, the Owner shall enter into a Developers Group Agreement(s) to ensure the provision of community and common facilities such as school sites, municipal services, parks and public roads, and sites for places of worship in the 404 North community, to the satisfaction of the Commissioner of Development Services and City Solicitor, and a certificate confirming completion of such agreement(s) shall be provided to the City by the Developers Group Trustee to the satisfaction of the City Solicitor.
- 22.2 The Owner shall covenant and agree in the Subdivision Agreement to:
- a) purchase from the City two recycling containers, one green bin and one kitchen collector per residence upon application for occupancy permits so that each purchaser may participate in a waste diversion program;
  - b) ensure that the containers, units and education materials are deposited in each home on or before the day closing;
  - c) contact the City at least four weeks in advance to arrange an appointment time in which blue boxes, green bins and kitchen collectors are to be collected by the Owner;
  - d) pay the City the cost for the containers and units as outlined in condition 21.2 a). The Owner covenants and agrees to collect from the City all required recycling containers, and that all containers shall be provided to the purchasers at the same cost as paid to the City;

- e) ensure that unobstructed roadway access to a width no less than 6 metres will be provided upon unit occupancy, for the safe passage of municipal waste and recycling collection vehicles on the designated collection day. Furthermore, if required, the Owner shall provide vehicle turning space that meets the City's engineering design standards. The Owner agrees that at times when the above defined access cannot be provided, the Owner shall be responsible for moving all residential waste and recyclables from the occupied units to an agreed upon centralized location at the Owner's expense, for collection by the City.
- 22.3 The City shall covenant and agree in the Subdivision Agreement to provide at no cost to the Owner all educational materials necessary to enable the purchaser to participate in a recycling program.
- 22.4 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale advising purchasers that overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the City.
- 22.5 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.
- 22.6 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued for lands in any stage of development within the draft plan of subdivision until the Director of Building Services has been advised by the Fire Chief that there is an adequate water supply for firefighting operations and that two means of access, independent of one another are to be provided into the development under all conditions.

## **23 York Region**

- 23.1 The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the City of Markham and York Region.
- 23.2 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.
- 23.3 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.

- 23.4 Prior to final approval, the engineering drawing showing the layout of the watermain and sewers shall be submitted to the Infrastructure Asset Management branch for review.
- 23.5 The Owner shall agree in the Subdivision Agreement that any direct connection (temporary or permanent) to a York Region water or wastewater system requires Regional approval prior to construction, and engineering drawings showing details of the connection shall be submitted to the Infrastructure Asset Management Branch for approval.
- 23.6 For all lands, the Holding (H) provisions of Section 36 of the *Ontario Planning Act* shall be used in conjunction with all residential zone categories in order to ensure that final plan approval and development of these lands does not occur until such time as the Holding (H) symbol is removed in accordance with the provisions of the *Ontario Planning Act*. The Zoning Bylaw shall specify the terms under which Council may consider the removal of the Holding (H) symbol. Said terms shall include a minimum of the following:
- The City of Markham approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or,
  - York Region has advised in writing that the required infrastructure to support the capacity assignment associated with this development will be completed within a time period acceptable to the Region (usually 6 to 36 months depending on the complexity of the development) to permit the plan registration; or,
  - The Regional Commissioner of Environmental Services confirms servicing allocation for this development by a suitable alternative method and the City of Markham allocates the capacity to this development.
- 23.7 Prior to final approval, the Owner shall agree that Street 'A' shall be aligned with Isabella Peach Drive, located on the east side of Victoria Square Boulevard (Woodbine Avenue).
- 23.8 Prior to final approval, the Owner shall agree to provide and protect for a direct shared pedestrian/cycling connection from the proposed development to Victoria Square Boulevard (Woodbine Avenue) to support active transportation and transit.
- 23.9 Prior to final approval, the Owner shall agree to provide a communication strategy shall be provided to communicate and notify the Region and the City of Markham to effectively deliver the Information Packages and pre-loaded Presto Cards to residents. This strategy shall also include a physical location for distribution of the Information Packages and pre-loaded Presto Cards.

- 23.10 Prior to final approval, the Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required Regional road improvements for this subdivision. The report/plan, submitted to the Community Planning and Development Services for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
- 23.11 Prior to final approval, the Owner shall provide a written undertaking, to the satisfaction of the Community Planning and Development Services that the Owner agrees to implement the recommendations of the functional transportation report/plan as approved by the Community Planning and Development Services.
- 23.12 Prior to final approval, the Owner shall submit detailed engineering drawings, to the Community Planning and Development Services for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by the Community Planning and Development Services Division. Additionally, the engineering drawings shall include the subdivision storm drainage system, erosion and siltation control plans, site grading and servicing, plan and profile drawings, construction access and mud mat design, utility and underground servicing location plans.
- 23.13 Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the Community Planning and Development Services Division recommending noise attenuation features.
- 23.14 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Community Planning and Development Services Division, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Community Planning and Development Services Division.
- 23.15 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Community Planning and Development Services Division, that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
- 23.16 The following warning clause shall be included in a registered portion of the Subdivision Agreement with respect to the lots or blocks affected:
- “Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building’s occupants”.

23.17 The Owner shall agree in the Subdivision Agreement, in wording satisfactory to Community Planning and Development Services Division, to be responsible to decommission any existing wells on the Owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.

23.18 Prior to final approval, the Owner shall satisfy the Regional Municipality of York Transportation Services 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 roadway that will have transit services.

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

- Victoria Square Boulevard (Woodbine Avenue)

23.19 Prior to final approval, the Owner shall satisfy the Regional Municipality of York Transportation Services 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 roadway to the Victoria Square Boulevard (Woodbine Avenue) as follows:

- From "Livante Court" to "Victoria Square Boulevard (Woodbine Avenue)"
- From "Street A" to "Victoria Square Boulevard (Woodbine 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.

23.20 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 19 above.

23.21 The Owner shall satisfy the Regional Municipality of York Transportation Services Department that the services to be installed within or in conjunction with the Plan will provide passenger standing area/shelter pad 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 area/shelter pad 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 area and shelter pad shall be provided at the following location:

ON Street	AT Street	Location	Standard	Traffic Signal Request
Victoria Square Boulevard (Woodbine Avenue)	Livante Court	Northwest corner adjacent to Lot 7	YRT-1.02	

The passenger standing area/shelter pad 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 stop, passenger standing area, shelter or corner sightlines. Bus stop located in front of the employment areas shall be incorporated into the landscape design.

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

- 23.22 Prior to final approval, the Owner shall submit drawings showing, as applicable, the sidewalk location, concrete pedestrian access, passenger standing area and shelter pad to the satisfaction of York Region.
- 23.23 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 18. 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.
- 23.24 The Owner shall satisfy the Regional Municipality of York Transportation Services Department that the services to be installed within or in conjunction

with the Plan will include illumination in accordance with the local municipality's design standards along the street which will have transit services, sidewalks, pedestrian access and bus stop location.

- 23.25 Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Community Planning and Development Services, outlining all requirements of the Community Planning and Development Services.
- 23.26 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.

## **24 External Clearances**

- 24.1 Prior to release for registration of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
- (a) The Regional Municipality of York Planning Department shall advise that their conditions and requirements have been satisfied.
  - (b) The telephone or telecommunications provider shall advise that their conditions and requirements have been satisfied.
  - (c) Canada Post Corporation shall advise that their conditions and requirements have been satisfied.
  - (d) Enbridge Consumers Gas shall advise that their conditions and requirements have been satisfied.
  - (e) The Ministry of Culture shall advise that their conditions and requirements have been satisfied.