



Report to: Development Services Committee

Date of Meeting: October 17, 2006

SUBJECT: Markham Centre Parkland Principles Up-date
PREPARED BY: The Markham Centre Team

RECOMMENDATION:

That the report entitled "Markham Centre Parkland Principles Up-date", dated October 17, 2006, be received;

That the up-dated Markham Centre Parkland Principles (Appendix 'A') be endorsed, contingent on prior approval by Council of the terms of settlement of the appeals of the Ruland (Remington) draft plan of subdivision;

That Planning Staff report back on necessary amendments to the Remington Draft Plan conditions to give effect to the "Minutes of Settlement" and revised Parkland Principles as endorsed by Council;

And that this report and resolution be made public, subject to Council authorizing the above.

EXECUTIVE SUMMARY:

The Town has been requiring, as a condition of development approval in Markham Centre, that landowners enter into a Developers Group Agreement for the purpose of cost sharing of community and common facilities, including parkland. A number of major landowners have entered into a Cost Sharing Agreement, while others are challenging the legitimacy of such a requirement and have lodged appeals against the Remington draft plan of subdivision. The Solicitors for the parties have been engaged in a mediation process at the Ontario Municipal Board. A draft "Minutes of Settlement" document is being prepared, and the recommended terms of settlement are the subject of a separate report by the Town Solicitor.

The revised parkland principles outlined in this report reflect further analysis by Planning staff of parkland requirements based on current population forecasts in Markham Centre, and efforts to resolve the appeals of the Remington draft plan. Approval of these revised principles is contingent on prior Council endorsement of the terms of settlement of the appeals.

In summary, staff is recommending that, based on current projections, overall parkland dedication in Markham Centre be 60 % in land and 40 % in cash in lieu. This compares to 2/3 land and 1/3 cash in the 2003 policy. We are at this point in time targeting 90 acres of parkland assessment, to be comprised of 53 acres of land and 37 acres cash equivalent. This compares to 75 acres total assessment, comprised of 50 acres of land and 25 acres cash equivalent, in 2003.

The majority of the actual parkland (36.48 of 53 acres) is to be at confirmed locations, already dedicated or to be provided by Participating Owners pursuant to the Agreement. Of this, some 26 acres is on a single plan of subdivision (the Remington "Downtown Plan").

It was originally contemplated that "overdedicated" landowners would be compensated by "underdedicated" landowners through the Cost Sharing Agreement. However, it now appears highly unlikely that a sufficient number of landowners will participate in the agreement in a timely fashion to address the over/under dedication equity issue.

While matters relating to the legitimacy and merit of the cost sharing agreement could be arbitrated through the OMB and the Courts, this would take considerable time, would unduly delay development approvals, and could put in jeopardy the implementation of Markham Centre as currently envisioned.

It is therefore recommended, pursuant to the terms of settlement, that Non-Participating landowners be given the option of opting out of the Developers Group Agreement. The quid pro quo is that they pay cash in lieu of parkland to the Town at a higher rate (day before building permit) than the rate for Participating landowners (day before draft approval of plans of subdivision). The Town is to use the cash in lieu collected to deal with "overdedicated" parties and to ensure the delivery of improved parkland to a high quality urban standard.

Cash in lieu money that would have flowed through the Trustee of the Developers Group, to compensate overdedicated parties and to deliver improved parks, will now flow through the Town. (It is proposed that the term "overdedicated" be applied to that component of actual land dedication that constitutes over 60 % of a landowners overall parkland assessment; see Principle 12 in Appendix A). This will require the Town to take a more active project management role, in partnership with the Trustee representing those parties that are signatory to the Agreement.

Financial modelling has been undertaken by the Finance Department to confirm that, based on the principles and assumptions outlined in this report, there will be adequate funding available to ensure the timely delivery of the high standard Markham Centre parks program.

As additional Precinct Plans and development applications come forward in Markham Centre, staff will continue to review parkland requirements and principles, and associated financial modelling.

Staff are also satisfied that there are unique circumstances specific to Markham Centre and this OMB settlement that justify the approach recommended; the Town continues to support the general requirement for Developer Group Agreements for the equitable cost sharing of community and common facilities in emerging development areas.

FINANCIAL CONSIDERATIONS:

The delivery of enhanced, urban parks within Markham Centre will be achieved through a combination of land dedication and cash-in-lieu payments. The Finance Department has been working with Planning staff to evaluate various assumptions relating to the delivery model to ensure that projected cash-in-lieu contributions by “Non-Participating Owners” is sufficient to acquire the enhanced parkland to implement the revised Parkland Principles.

PURPOSE:

The purpose of this report is to affirm the original Parkland Principles for the delivery of urban parks within Markham Centre, at a higher level of finish and with a greater use of hard surface materials than traditional parks in other areas of the Town. The report also discusses certain changes to the Principles which have resulted from recent development approvals, revised density and unit projections and discussions which have occurred before the Ontario Municipal Board related to settling the appeal of the Remington Group’s draft plan approval.

BACKGROUND:

Parkland Principles previously endorsed

In order to ensure an equitable application of parkland policies across Markham Centre, and to ensure delivery of true, urban parks, Council, in September, 2003, endorsed a series of Parkland Principles to guide the dedication and delivery of public parks, squares, and urban plazas throughout Markham Centre (Appendix ‘B’).

Since the adoption of these principles a number of significant activities have occurred. Council has endorsed Liberty, Remington and Stringbridge Precinct Plans; draft plan approved Liberty and Remington subdivision applications; reviewed the Precinct Plan for the East Precinct; and, adopted a new Markham Centre Zoning By-law. A Cost Sharing Agreement is in place, and has been signed by a number of major landowners, while other owners are opposing the agreement and have appealed the Remington draft approval. In addition, revised population and development projections have resulted from development applications and Town updates to development projections underlying the Development Charge By-laws for Markham Centre.

The combination of development approvals and increased development projections, along with the challenge to the Cost Sharing Agreement, has created a situation requiring further review and amendment to the Parkland Principles.

In particular, the appeal of the Remington Draft Plan approval to the Ontario Municipal Board by several landowners within Markham Centre has created the need to address issues associated with parkland values and the parkland delivery model. A policy is also required to address the processing of applications by developers who, as a result of negotiations before the OMB, may choose not to enter into the Cost Sharing Agreement.

The Legal Department is reporting on terms of settlement of the OMB appeals in a separate, “in-camera” report on this agenda. This parkland principles report is “in-

camera” also, and reporting out is contingent on Council acceptance of the terms of settlement.

Status of Cost Sharing Agreement

The Markham Centre Secondary Plan recognizes the cost sharing agreement method to address the sharing of common costs of development to ensure the fair and equitable distribution of the community infrastructure and facilities required to provide for an orderly sequence of development. The Town has a long history of supporting the cost sharing agreement process in our emerging communities and we support the concept for Markham Centre. Cost sharing agreements have come to represent standard industry practice, and effectively address equity issues between parties that are ‘overdedicated’ and ‘underdedicated’ in the provision of community infrastructure.

Through the evolution of Markham Centre to its present implementation stage however, a number of challenges have emerged which are unique to developing higher densities within an urban built form. These challenges, particularly with respect to the value of high density residential lands; the parkland obligations associated with the higher densities; the current servicing constraints; the disparate development parcels; the long term build out over a 20 to 30 year period; and, the widely ranging status of various development approvals, have resulted in a lack of consensus amongst the landowners with regards to a cost sharing agreement. This lack of consensus has in part, formed the basis of appeals to the Remington Group’s draft plan approval and necessitated further discussions between the parties. The Principles discussed in this report include provisions for certain landowners to not participate in the cost sharing agreement, although it remains desirable for the agreement to include as many landowners as possible. The principles proposed will not undermine the Town’s philosophy with respect to the importance of the Group Agreement process elsewhere in the Town.

OPTIONS/ DISCUSSION:

The principles originally articulated in the Parkland Strategy for Markham Centre are intended to:

- maintain the Markham Centre parkland standard established by OPA 21
- ensure adequate parkland is integrated into the high density mixed-use urban environment
- apply the parkland dedication standards equitably to each development, across the whole of Markham Centre
- recognize that, while it is preferred by the Town to have parkland dedication delivered in land, it may not always be possible, or appropriate to do so in certain high density mixed-use contexts within the plan area
- deliver parkland at a variety of scale and form, such as public squares and urban plazas, to provide for a wide range of active and passive recreation activities integrated with built form and surrounding land uses
- provide for flexibility in the manner in which parkland is delivered; such as in improved condition, integrating appropriate abutting at-grade uses, incorporating special features and/or underground parking for public or private use, and

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- include responsive mechanisms to promote and accommodate special opportunities as well as higher standards in the design and delivery of Markham Centre parkland by individual land owners.

The parkland delivery model previously identified an overall parkland contribution of approximately 30 ha (75 acres) for Markham Centre based on the original population and unit mix projected within the Secondary Plan. In order to achieve the higher density built form needed to create an urban downtown environment, it was recognized that the parks needed to be more urban in nature, and would require a higher level of cost to construct and maintain, given the greater amount of hard surface materials and street furniture required. It was also recognized that it would not be possible to take all of the parkland dedication as land, as this would limit the Town's ability to achieve the densities required for the centre to be transit-supportive, and a large component of cash-in-lieu is required to pay for the up-grades to higher standard urban parks, over and above normal Development Charge rates.

Consequently, the delivery model contemplated an approximate two thirds / one third mix of park dedication. Two thirds of the parkland dedication requirements approximately 20 ha (50 acres) would be taken in land with the remaining one third, 10 ha (25 acres) constituting cash-in-lieu of parkland. The parkland principles then provided for a credit against the cash-in-lieu of parkland owing, which would then allow the Trustee of the Landowners Cost Sharing Agreement to apply towards delivering finished parks at an enhanced level, typically representing approximately three times that of traditional, suburban park development standards. Compensation of 'overdedicated' landowners by 'underdedicated' landowners was to occur through the Developers Group Agreement.

Revised Parkland Principles

As part of the recent discussions to resolve the appeal of the Remington Draft Plan conditions, which is presently before the Ontario Municipal Board, staff have been reviewing a number of alternate scenarios for delivering the urban park spaces required to serve Markham Centre. In addition, staff have been re-examining parkland requirements based on up-dated development and population projections, with an aim to identify additional opportunities to obtain parkland in concert with future development approvals.

The revised Parkland Principles (Appendix A) will continue to guide the dedication and delivery of public parks, squares and urban plazas throughout the Markham Centre Secondary Plan area, while at the same time addressing specific matters required to respond to the issue of non-participating landowners and to reflect the increased densities projected for Markham Centre.

The Principles affirm that the park dedication standards, established in the Markham Centre Secondary Plan (OPA 21) are to be maintained through the build-out of Markham Centre. The 3 acre per 1000 population residential and 2% commercial (with a combined

ratio for mixed-use developments), parkland dedication standard is a fundamental structuring element in the delivery of the Markham Centre vision and plan.

The original principles established a formula of 2/3 parkland dedication and 1/3 cash-in-lieu, with a total park development programme of approximately 20 ha (50 acres). This ratio has been the subject of much discussion between those landowners who will be meeting their parkland obligations through land dedication, versus those landowners who will meet their obligations through cash-in-lieu contributions (or a combination of land and cash).

It should be noted that it is common for municipalities to have a different standard and approach to park requirements and distribution in an urban versus suburban greenfield setting. In previous and current park planning exercises in Markham Centre, staff have made a judgement of the quantum and location of parks based on our evaluation of the urban structure of Markham Centre as put forward and approved in the various precinct plan submissions and the role that parks will play in providing amenity and programme support for urban activities. The ratio of land dedication : cash in lieu needs to reflect this strategy. The ratio is used as a means to capture the strategy and provide a basis for securing high quality parks using private dollars.

Based on revised population projections (increasing from approximately 25,000 to approximately 30,000), the total parkland requirements for Markham Centre have increased from approximately 30 ha (75 acres) identified in 2003 to 36 ha (90 acres). In consideration of this increased population and development projections, staff have again reviewed the approved precinct plans, park locations and development proposals, as well as plans filed and under consideration. Given the emerging compact, urban densities (approved and projected) there are limited opportunities at this point in time to achieve additional land dedication.

There will however, be opportunities, to obtain a minimum of an additional 1.2 ha (3.0 acres) of parkland through the future processing of Precinct and subdivision plans resulting in a total land dedication across Markham Centre of 21 ha (53 acres). The resulting proposed modification to the dedication formula would provide, on a Secondary Plan wide basis, approximately 60% of the total parkland required to be dedicated in land and approximately 40% to be paid as cash-in-lieu of parkland (53 acres land / 37 cash). Schedule A attached has been up-dated to identify the current known distribution of parkland within Markham Centre, along with a notation that a minimum of an additional 3 acres will be pursued. It is anticipated that the additional parkland can be provided on lands north of the Rouge River and east of Warden Avenue, as Precinct Plans and development applications come forward for review.

While it is acknowledged that the recommended 60:40 ratio will vary between landowners, it will still ensure the parkland obligations are satisfied and provide for the parkland to be delivered in an enhanced state, within the urban context, using private dollars. The Principles have been amended to add No. 12, which speaks to the manner in which compensation of 'overdedicated' parties by 'underdedicated' parties outside the

Developers Group is intended to be managed by the Town. The Principles, as amended, should support the proposed terms of settlement to resolve the outstanding appeals for the Remington draft plan approval.

Value for Cash-in-lieu of Parkland Payment to be Set by the Town

The value of Markham Centre land for participating landowners will continue to be established by an annual appraisal obtained by the Town, as an average across the whole of the Markham Centre Secondary Plan area, and confirmed by a report to Council. The land value would be calculated as of the day before draft approval of plans of subdivision and up-dated annually. This value will be reported separately to Council.

For non-participating landowners, the Town may choose to take land and/or cash-in-lieu to address their parkland obligations. The land value for non-participating owners will be calculated as of the day before issuance of a building permit, by site specific appraisal, completed in accordance with terms of reference to be provided by the Town.

Park Delivery Agreement is Required

The Town will negotiate a Parks Delivery Agreement with the Trustee of the Markham Centre Landowners Cost Sharing Agreement. This agreement will include provisions related, but not limited to, securing the required Markham Centre parkland dedication; by park size and location; establishing a trust account for cash-in-lieu of parkland contributions; establishing levels of improvements for parks, by location and type; procedures for delivery of required parkland (in an improved state) to the Town, including the design, construction, contract administration, public consultation; and Town review and approval of park design.

In addition, the agreement will require the return of any remaining cash-in-lieu of parkland dollars, retained by the Trustee, following park build-out, to the Town, and address any credit for, or reimbursement from the Town of an appropriate portion of the park development component of the Town wide soft services development charge. The requirement for an annual up-date of the appraisal value for cash-in-lieu payments will also be contained in the agreement.

Alternate Arrangements for Developers who are Dedicating Land

In order to resolve the appeals of the Remington draft plan approval, it is proposed to provide all landowners in Markham Centre the choice of entering into the Cost Sharing Agreement, or not. Where landowners do not participate, alternate arrangements need to be put in place to deal not only with the delivery of enhanced parks, but also address the issues associated with fair compensation on a broader basis for those who provide land, rather than cash-in-lieu. The determination of land versus cash in lieu, and the terms of dedication/payment, is to be as outlined in this report and the revised Parkland Principles attached as Appendix 'A'.

Financial Modelling has been Done to Ensure Implementation of Parkland Strategy

Preliminary modelling undertaken by the Finance Department reviewed various scenarios to determine the Town's ability to deliver the enhanced parks programme based on a mix of landowners who may or may not be signatories to the Cost Sharing Agreement. These models project that, based on revised Parkland Principles, and on the complete build-out of Markham Centre at today's population and unit forecasts, sufficient funds will be available through cash-in-lieu payments to deliver the parks at the level of enhancements required by the Town.

The modelling will need to ensure that through a combination of cash-in-lieu payments and land dedication on the part of non-participating landowners, the components of the enhanced parks programme associated with these lands can also be delivered. The timing of cash-in-lieu payments and available funds may however affect the timing of the delivery of certain parks, especially those with larger capital expenditures associated with them such as the Civic Mall and the central amenity feature within the Remington plan.

Staff are also satisfied that there are unique circumstances specific to Markham Centre and this OMB settlement that justify the approach recommended; the Town continues to support the general requirement for Developer Group Agreements for the equitable cost sharing of community and common facilities in emerging development areas.

Staff to Report on Implementation Strategies

Implementation of the revised Parkland Principles will require amendments to the Remington Draft Plan Conditions, as well as adjustments to certain schedules within the Secondary Plan (OPA 21), including Appendix I, Central Area Statistics. These matters will be the subject of a future report to Council, following resolution of the appeal of the Remington Group's draft plan approval to the Ontario Municipal Board.

FINANCIAL TEMPLATE:

(Not applicable)

ENVIRONMENTAL CONSIDERATIONS:

This report addresses a process to obtain enhanced parkland within Markham Centre, including identify opportunities to increase the total overall amount of parkland to be delivered.

ACCESSIBILITY CONSIDERATIONS:

There are no accessibility issues with respect to this application.

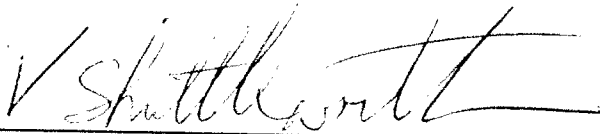
ENGAGE 21ST CONSIDERATIONS:

This proposal aligns with the following key Town of Markham Corporate Goals: Managed Growth, Quality Community and Infrastructure Management.

BUSINESS UNITS CONSULTED AND AFFECTED:

The report reflects discussions between Planning, Urban Design, Legal and Finance staff, as well as representatives of the development community and the Trustee for the Landowners Cost Sharing agreement.

RECOMMENDED BY:



Valerie Shuttleworth, M.C.I.P., R.P.P.
Director of Planning & Urban Design



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

ATTACHMENTS:

Appendix A: Revised Parkland Principles

Appendix B: Original Parkland Principles

Schedule A: Revised Parkland Distribution Model

APPENDIX 'A'

Parkland Principles for Markham Centre

These parkland principles are intended to guide the dedication and delivery of public parks, squares and urban plazas throughout the Markham Centre Secondary Plan area.

1. The park dedication standards established in OPA 21 are to be maintained through the build-out of Markham Centre. The 3 acre per 1000 population residential, and 2% commercial (and combined rated for mixed-use developments) parkland dedication standard is a fundamental structuring element in the delivery of the Markham Centre vision and plan. For the purpose of calculating residential population to determine the parkland dedication requirements a base rate of 2.2 persons per unit across all unit types is currently used. In the event the persons per unit figures increase, additional lands and/or cash-in-lieu requirements may be identified.
2. The Markham Centre parkland dedication requirements will be achieved through a combination of land dedications and cash-in-lieu of parkland payments. Approximately 60% of the total dedication requirement will be through land dedication, the balance of approximately 40% is to be provided by cash-in-lieu. A Markham Centre Land Owners Cost Sharing Agreement has been established for the purpose of cost sharing of community and common facilities, including parkland. For land owners who elect to enter into the Markham Centre Land Owners Cost Sharing Agreement ("Participating Landowners"), any cash-in-lieu of parkland dedication owing over and above actual land dedication required by the Town shall be paid to the Town or the Trustee of the Markham Centre Land Owners Group, in accordance with the cost sharing agreement and the Parks Delivery Agreement between the Town and the Trustee. For land owners who elect not to participate in the Markham Centre Land Owners Cost Sharing Agreement ("Non-Participating Landowners"), any cash-in-lieu of parkland dedication owing over and above actual land dedication required by the Town shall be paid to the Town at the time of site plan approval, valued at the day before issuance of building permits.
3. The value of Markham Centre land, for the purpose of cash-in-lieu of parkland, will be established as follows:
 - a) For Participating Landowners, the land value will be established annually by an appraisal obtained by the Town, as an average across the whole of the Markham Centre Secondary Plan area, and confirmed by a report to Council. The land value will be calculated as of the day before draft approval of plans of subdivision.
 - b) For Non-participating Landowners, the land value will be calculated as of the day before issuance of a building permit (as per section 42(6) of the Planning Act), by site specific appraisal, completed in accordance with terms of reference to be provided by the Town.
4. The Town will use all or part of the cash-in-lieu monies collected to purchase parkland, including improved parkland at an enhanced urban standard, within Markham Centre, or in other strategic areas of the Town to address the recreational requirements of Markham Centre residents.

5. The Town may take parkland in Markham Centre into Town ownership at the earliest opportunity, or alternatively, where the developer or the Trustee for the Developers Group has made satisfactory arrangements to improve the parkland to standards established through this policy and the Parks Delivery agreement, the Town may defer acquisition to a point in time when the parkland has been improved. Conveyances of parkland will be subject to and in accordance with approved phasing plans, where applicable, to the satisfaction of the Town.
6. The majority of parkland within Markham Centre will be urban in character and quality and developed to a higher standard of design and finish. While the Town's goal is to achieve a higher order urban park design standard that is delivered at a minimum standard in the order of 3 times the Town-wide park development standard, the Town reserves the right to determine the level of improvement for each park. The Town acknowledges that there may be unique circumstances which warrant the development of certain parks to an even higher standard of finish (i.e. Civic Mall and the central park.)
7. Lands offered for parkland by a developer shall demonstrate a substantial public benefit, as opposed to a private benefit. The lands to be dedicated for parks purposes will be determined by the Town through a detailed Precinct Plan, Zoning, Draft Plan and Site Plan review and approval process. Parkland dedication may include lands which are encumbered by parking structures or other infrastructure (see Section 10), as determined through this detailed review and approval process, and subject to conditions and covenants to the satisfaction of the Town. The timing of land dedication and/or cash-in-lieu payments shall be at the discretion of the Town, to be confirmed through development agreements.
8. An Owner wishing to convey improved parkland to the Town on a phased basis shall enter into an agreement with the Town satisfactory to the Town Solicitor and the Commissioner of Development Services and shall ensure, at its own expense, and with no credit, that:
 - The lands to be conveyed are subject to an approved phasing plan;
 - A registered reference plan to describe the lands is prepared by the Owner;
 - The lands are maintained by the Owner in a physical condition to the satisfaction of the Commissioner of Development Services, until such time as final improvements are completed and the conveyance to the Town is completed;
 - The capital costs associated with the enhanced improvements to the parks construction will be indexed to reflect the timing of the phased delivery of the improved parkland (i.e. the Owner shall be responsible for the full cost of providing the improvements agreed upon by the Owner and the Town, notwithstanding any increase in the cost of providing such improvements due to the phasing of the park delivery);
 - The lands, if required by the Town, shall be temporarily improved for interim park use, by the Owner at the Owner's expense until such time as final improvements are undertaken by the Owner and such temporary improvements are not creditable towards development charges otherwise payable;
 - The lands are free of encumbrances at the time of conveyance, unless otherwise acknowledged in conditions of approval;
 - The Town has received an environmental clearance, to the satisfaction of the Commissioner of Development Services, confirming that the lands are in a condition suitable for their intended use;

- The lands can only be used for parks purposes from and after approval and prior to conveyance to the Town, subject to any additional rights granted by the Town;
 - Notwithstanding any phasing plan, the lands will be conveyed to the Town on or before a fixed date, as determined by the Town; and
 - Following construction of a park, the owner will maintain the park at its own expense until delivered to the Town as provided for through the Park Delivery Agreement, following which a warranty period (to be determined) will apply.
9. The Town may provide an Owner with a credit against the parkland development component of development charges for the conveyance of improved parkland as set out below:
- The Town may credit the Owner for improvements to parkland up to the value of the parkland development component of the Town-wide Soft Services Development Charge as it exists from time to time on a Town-wide basis.
 - The amount of any credit for improvements to parkland will be negotiated and determined having regard to the extent of public benefit that is derived from the park and the improvements. The proportion of public and private benefits will be assessed based on the types of uses adjacent to the parkland, facilities within the park, the extent and proximity of those uses to the parkland at grade and the relationship of built form to the parkland edges. (Generally, parks abutting private residential uses will be given a lower credit and those abutting retail or public uses, including roads, a higher credit).
10. The Town may consider granting below grade rights for the development of structured parking facilities beneath parkland where:
- The opportunity and benefits of granting below grade rights will be assessed in the context of each development application as it comes forward;
 - Compensation to the Town will be required for any conveyance of below grade rights to Owners for private use will be negotiated at the time of conveyance;
 - The requirement for compensation can be reduced or waived to the extent that below grade parking provides a demonstrated public benefit and/or can be secured for public use;
 - Detailed studies (including tree preservation) demonstrate that the park can be delivered with a suitable design that addresses the Town's programming requirements.
11. The Town will negotiate a Parks Delivery Agreement with the Trustee and/or the Markham Centre Landowners Group. This agreement will include provisions related, but not limited to the following:
- Securement of all the required Markham Centre parkland dedications, by park size and location;
 - Establishment of a trust account for cash-in-lieu of parkland contributions;
 - Proper and professional accounting practices and regular reporting procedures, including independent audits, related to the trust account for parks delivery;
 - Establishment of levels of improvements for parks, by location and type;
 - Procedures for delivery of required parkland (in an improved state) to the Town, including the design, construction, contract administration, public consultation, and Town review and approval of park design;
 - Arrangements for project management, satisfactory to the Commissioner of Development Services;

- Return of any remaining cash-in-lieu of parkland dollars, retained by the Trustee, following park build-out, to the Town;
- Credit for, or reimbursement from the Town of an appropriate portion of the park development component of the Town wide soft services development charge
- Mandatory and regular updating of the agreement;
- Establishing a timing and terms for the termination of the agreement and possible clause/conditions for its extension; and,
- On-going monitoring and tracking of development approvals, density and unit counts and associated parkland requirements and, up-date reports to Council to identify any necessary adjustments to the Parkland Principles for Markham Centre.

12. On a Secondary Plan wide basis, approximately 60% of the total parkland dedication will be through land and approximately 40% through cash-in-lieu, it is acknowledged that the ratio will vary between landowners. This has been the subject of much debate between the landowners in the course of negotiating the cost sharing agreement, as those providing more land dedication deem this to be an unfair burden. It is further acknowledged that the majority of the actual parkland dedication is to be situate on lands owned by “Participating Owners” (i.e. those that are signatory to the agreement). In consideration of the equity issues surrounding the actual dedication of parkland, as opposed to the payment of cash-in-lieu, the following policy shall apply to those “Participating Owners” who are being required to provide more than 60% of their parkland assessment in actual land dedication:

- a) the first 60% of the parkland assessment shall be conveyed to the Town as parkland dedication, as a condition or development approval, subject to the principles outlined above and the terms and conditions of any applicable development agreements, the Cost Sharing Agreement, and the Parks Delivery Agreement between the Town and the Trustee.
- b) For the remaining 40% of the parkland assessment, the owner shall pay to the Town or the Trustee cash-in-lieu of parkland at the land value rate established annually by the Town for participating Owners (calculated as of the day before draft approval of plans of subdivision). The Town will then use the proceeds from cash-in-lieu of parkland payments by “Non-Participating Owners” (valued at the day before building permit) to acquire the parkland “over dedication” (i.e. actual land dedication beyond 60% of the parkland assessment) at the then prevailing rate of value. The Town shall not provide more compensation for current market land value than the actual rate of value collected by the Town from Non-Participating Owners. The Town may opt to purchase the parkland in an improved state (with funding from cash-in-lieu and Development Charges), in which case the compensation paid to the landowner providing the improved parkland shall also reflect the value of the improvements, to the satisfaction of the Town.

Dated: October 17, 2006

APPENDIX B



Parkland Principles for Markham Centre

These parkland principles are intended to guide the dedication and delivery of public parks, squares and urban plazas throughout the Markham Centre Secondary Plan area.

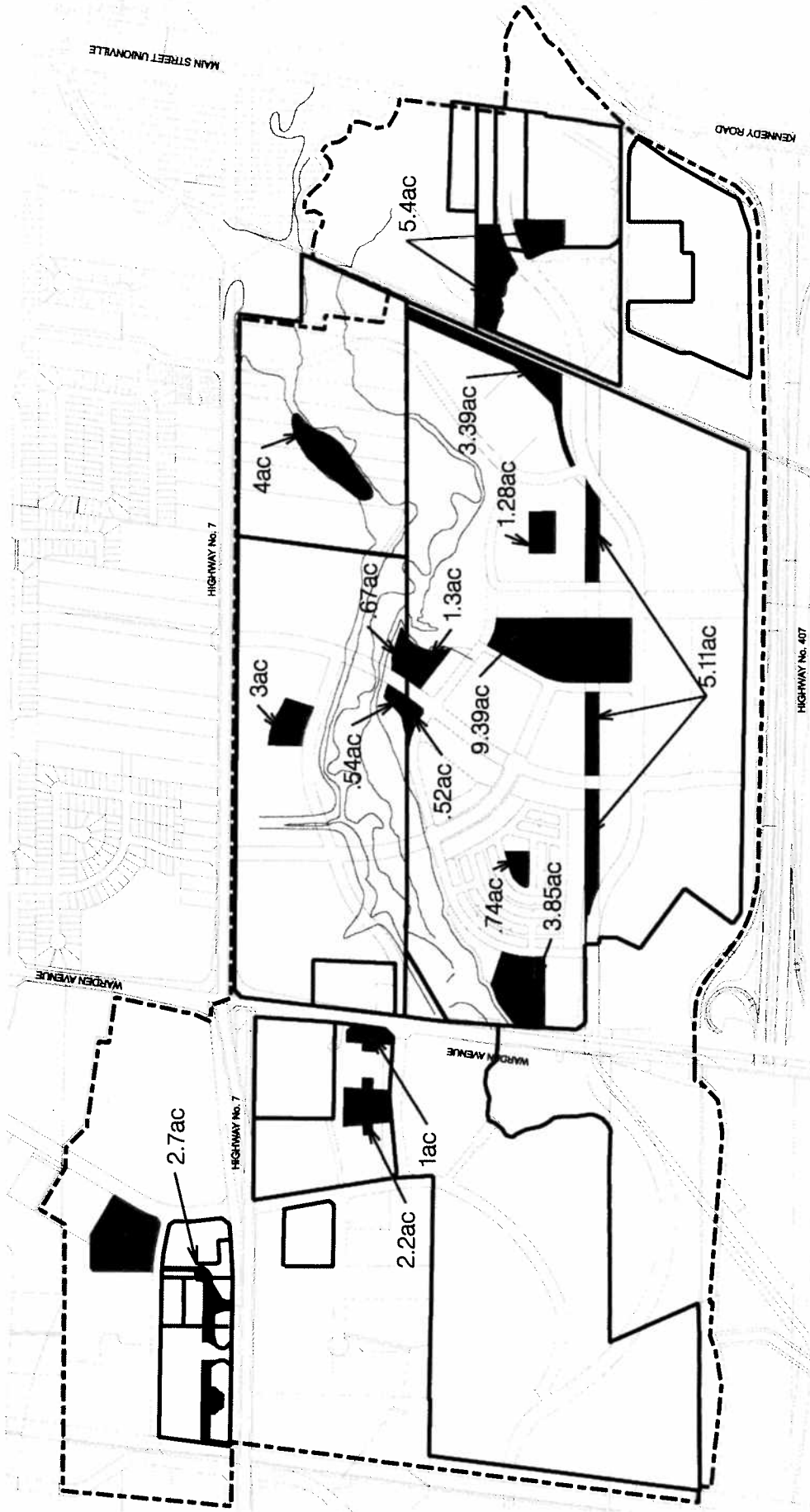
1. The park dedication standards established in OPA 21 are to be maintained through the build out of Markham Centre.
 - The 3 acre per 1000 population residential and 2% commercial parkland dedication standard is a fundamental structuring element in the delivery of the Markham Centre vision and plan.
1. The majority of Markham Centre parkland dedication requirements should be achieved in land.
 - Any shortfall in land dedication will be made up by payments of cash-in-lieu
 - Cash-in-lieu payments will be made to the Town at the time of the first development agreement – per project
2. The value of Markham Centre land will be established annually by appraisal as an average across the whole of the Markham Centre Secondary Plan area, and brought forward through a report to Council.
 - The land value will be calculated as of the day before draft approval of a plan of subdivision
3. The Town may use cash-in-lieu monies to purchase parkland, including improved parkland within Markham Centre.
4. The Town will take all parkland in Markham Centre into Town ownership at the earliest opportunity.
 - The conveyance will be subject to and in accordance with approved phasing plans, where applicable.
5. The majority of developed parkland in Markham Centre will be urban in nature and developed to a higher standard of design and finish.
 - The Town's goal is to achieve a higher order urban park design standard that is delivered at a value up to a maximum of 3 times the park development standard, as it exists from time to time on a Town-wide basis (currently \$85,000 per acre).

6. An owner shall, where required by the Town, convey improved parkland to the Town.
 - Lands offered for parkland by a developer shall demonstrate a substantial public benefit, as opposed to private benefit.
7. An owner may convey improved parkland to the Town on a phased basis.
 - The lands to be conveyed will be subject to an approved phasing plan
 - The lands identified for conveyance will be subject to arrangements satisfactory to the Town to ensure that:
 - i. A registered reference plan to describe the lands is prepared by the owner
 - ii. The lands are maintained by the owner until such time as final improvements are completed.
 - iii. Where an owner is conveying improved parkland to the Town, the Owner shall agree to construct improvements based on the park design and specifications and the quality agreed to at the time of development approval, even if construction is phased over time and the cost of the park increased as a consequence of the deferral of construction.
 - iv. The lands, if required by the Town, are temporarily improved for interim park use, by the owner at the owner's cost until such time as final improvements are undertaken by the owner and such temporary improvements are not creditable
 - v. The lands are free of encumbrances at the time of conveyance
 - vi. The lands have environmental clearance, to the satisfaction of the Town, prior to conveyance
 - vii. The lands can be transferred to the Town of Markham only together with construction or other warranties that would normally apply
 - viii. The lands can only be used for parks purposes from and after approval and prior to conveyance to the Town, subject to any rights granted by the Town
 - ix. Notwithstanding any phasing plan, the lands will be conveyed to the Town on or before a fixed date
9. The Town will credit an owner for the conveyance of improved parkland.
 - The Town will credit the owner for the improved parkland as land dedication at a base rate equal to the Park Development Charge rate as it exists from time to time on a Town-wide basis (currently \$85,000/acre)
 - The Town will credit any enhanced improvements to the parkland beyond the base rate towards cash-in-lieu of land dedication otherwise payable, up to a maximum of three times.
 - The proportion of public and private benefits will be assessed based on the types of uses adjacent to the parkland, the extent and proximity of those uses to the parkland at grade and the relationship of built form to the parkland edges. (Generally, private residential uses adjacent to parkland will be given a lower credit and retail or public uses a higher credit.)
 - Should construction of park improvements be phased over time, no additional credit will be granted for any increased construction costs.

10. The Town will consider granting below grade rights for the development of structured parking facilities.
 - The opportunity and benefits of granting below grade rights will be assessed in the context of each development application as it comes forward.
11. Compensation to the Town will be required for any conveyance of below grade rights to owners for private use.
 - The requirement for compensation can be reduced or waived to the extent that below grade parking provides a demonstrated public benefit and/or can be secured for public use.

SCHEDULE 'A' PARKLAND DISTRIBUTION MODEL:(OCT. 2006)

PARK LOCATIONS SHOWN IN OPA 21 AND/OR CURRENT PRECINCT PLANS (+/-50 ACRES)



NB: BASED ON CURRENT PROJECTIONS AND A 6040 LAND TO CASH IN LIEU RATIO, A MINIMUM ADDITIONAL 3 ACRES OF PARKLAND WILL BE REQUIRED AS FURTHER PRECINCT PLANS AND DEVELOPMENT APPLICATIONS COME FORWARD.