

MEMORANDUM

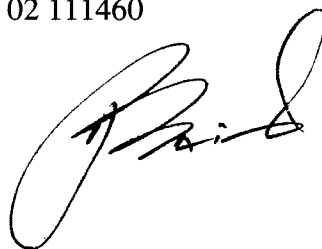
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To: Mayor and Members of Council

From: Biju Karumanchery, Development Manager, East District

Date: March 27, 2007

RE: Draft Plan of Subdivision 19TM-95081 (Matrundola et. al, Phase 1)
Revisions to Recommended Conditions of Draft Approval

BK. 

The above noted Plan of subdivision was dealt with by Development Services Committee at its meeting held on March 20, 2007. At that meeting Committee received a letter from the applicant's consultant dated March 14, 2007 requesting certain revisions to the Conditions of Draft Approval recommended by staff. The requests related to servicing allocation (allocation for 6 additional units and the Town's retention of the right to revoke servicing allocation should construction not proceed in a timely manner) were dealt with by Committee. The applicant's remaining requests related to the Conditions regarding the woodlot within Block 72 of the Draft Plan.

It was noted at the meeting that recent discussions between staff and the applicant had resulted in an agreement on the acceptable wording for the Conditions related to the woodlot. Committee directed staff to bring forward a memorandum to Council detailing the recommended modifications. The modifications to the woodlot conditions requested by the applicant and Staff's recommendations, agreed to with the applicant, are as follows:

Condition 4.1 - *The Owner shall acknowledge in the subdivision agreement that the Town's Official Plan and Wismer Commons Secondary Plan designate a portion of the woodlot on Block 72 Environmental Protection Area and Open Space/Environmentally Significant Area respectively.*

Staff can agree that this Condition be deleted as requested by the applicant. As this condition was only an acknowledgement of the status of the woodlot within the Official Plan and the Wismer Commons Secondary plan, staff agreed with the applicant that this condition is not necessary at this time. The operative Conditions pertaining to the woodlot are those that follow.

Condition 4.2 - *The Owner shall agree in the subdivision agreement to preserve a portion of the woodlot, including a 10m environmental buffer, on Block 72 (in private or public ownership) in accordance with the woodlot evaluation report prepared by Harrington and Hoyle Ltd., dated February 7, 1998.*

Staff recommend that this condition be modified to address the applicant's concern that they are being tied to a report prepared in 1998. The condition has been modified so that the details of the woodlot preservation can be dealt with at the time of site plan approval having regard for the aforementioned report. This gives the applicant the flexibility to update the woodlot evaluation report to reflect current conditions, as appropriate.

Staff did not agree with the applicant's request to limit the 10m environmental buffer to the east side of the woodlot.

Condition 4.3 - *The Owner shall agree in the subdivision agreement that Block 72 shall not be zoned to permit development until a detailed development proposal is approved by the Town, with provisions for the retention of the identified portion of the woodlot, to the satisfaction of the Town.*

Staff recommend that this Condition be retained without modification. The applicant wished to modify the Condition such that there would not be any provisions in the Subdivision Agreement related to the retention of the woodlot. The applicant has now agreed to leave the Condition unchanged.

Condition 4.4 - *The Owner shall agree in the subdivision agreement that no trees will be removed from Block 72 until the block is rezoned and site plan approved to permit development.*

Modification to this Condition was not requested.

Condition 4.5 - *The Owner shall agree in the subdivision agreement that should the woodlot on Block 72 be conveyed into public ownership, that provision shall be made in Phase 2 of the proposed plan of subdivision for pedestrian access to the woodlot from Hammersly Boulevard, to the satisfaction of the Town.*

Staff can agree that this Condition be deleted as requested by the applicant. This Condition involves a matter that is more appropriately dealt with in Phase 2 where the potential walkway would be located in the event that arrangements can be put in place for the woodlot to be retained in public ownership.

Condition 4.6 - *The Owner shall include Block 72 with the residential portion of Phase 1 on the final 65M plan so that the above requirements related to the woodlot and commercial lands can be included in the subdivision agreement and registered on title to this Block.*

Staff can agree that this condition be modified to address the applicant's concern. The applicant wished to delete the reference to the woodlot from the condition. Removing the reference to the woodlot has no impact on the effect of the Condition which is to allow the Town to

address matters related to the woodlot in the Subdivision Agreement as part of Phase 1.

The revised woodlot related Conditions (Conditions 4.1 to 4.6) are attached to this memorandum for reference. The revised woodlot related Conditions as well as the acknowledgement that an additional six (6) units of allocation is being granted to the above noted subdivision have been incorporated into the overall Conditions of Draft Approval currently before Council.

Revised Woodlot Conditions

4. Woodlot Preservation

- 4.1 The Owner shall agree in the subdivision agreement to preserve a portion of the woodlot, including 10m environmental buffers as appropriate, on Block 72 (in private or public ownership) with the details of such woodlot preservation to be dealt with at the time of site plan approval, having regard for the woodlot evaluation report prepared by Harrington and Hoyle Ltd., dated February 7, 1998.
- 4.2 The Owner shall agree in the subdivision agreement that Block 72 shall not be zoned to permit development until a detailed development proposal is approved by the Town, with provisions for the retention of the identified portion of the woodlot, to the satisfaction of the Town.
- 4.3 The Owner shall agree in the subdivision agreement that no trees will be removed from Block 72 until the block is rezoned and site plan approved to permit development.
- 4.4 The Owner shall include Block 72 with the residential portion of Phase 1 on the final 65M plan so that it can be referenced in the subdivision agreement and registered on title to this Block.

APPENDIX 'A'
RECOMMENDED CONDITIONS OF DRAFT APPROVAL
PLAN OF SUBDIVISION 19TM-95081 (PHASE 1)
(MATRUNDOLA, BLACKMORE, PACITTO AND RIZZI)

1. General

- 1.1 Approval shall relate to a draft plan of subdivision prepared by Masongsong Associates Engineering Ltd., identified as Project Number 93266, dated May 2005, revised March 6 2007, subject to the following redline revisions:
- Provision of 0.3m reserves in accordance with Condition No. 2.4
 - Provision of 5m roundings at all road intersections
 - Block 72 be identified as a "Future Development Block"
- 1.2 This draft approval shall apply for a maximum period of three (3) years from date of issuance by the Town, and shall accordingly lapse on March 27, 2010 unless extended by the Town upon application by the Owner.
- 1.3 The Owner shall enter into a subdivision agreement with the Town agreeing to satisfy all conditions of the Town and Agencies, financial and otherwise, prior to final approval.
- 1.4 The Owner acknowledges and understands that prior to final approval of this draft plan of subdivision, 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.
- 1.5 The Owner acknowledges and agrees that the draft plan of subdivision and associated conditions of draft approval may require revisions, to the satisfaction of the Town, (Commissioner of Development Services) to implement or integrate any recommendations resulting from studies required as a condition of draft approval.

2. Roads

- 2.1 The road allowances within the draft plan shall be named to the satisfaction of the Town and the Region of York.
- 2.2 The road allowances within the draft plan shall be dedicated as public highway, free of all costs and encumbrances.
- 2.3 The Owner shall covenant and agree in the subdivision agreement that the public highways shall be designed and constructed in accordance with

established municipal standards to the satisfaction of the Town (Commissioner of Development Services).

- 2.4 The Owner shall convey 0.3m reserves at the north end of Street 'A' where it abuts Phase 2 of the plan of subdivision (future development lands), including Blocks 73 to 75, inclusive, and Block 76 to the Town, free of all costs and encumbrances, upon registration of the plan of subdivision.

3. Landscaping

- 3.1 Prior to final approval of the draft plan, the Owner shall submit landscape plans based on the approved Wismer Commons Design Plan, to the satisfaction of the Town. These plans are to be prepared by a qualified landscape architect in good standing with the O.A.L.A. and shall include the following:
- a) street tree planting, including a minimum of one tree per residential lot with a maximum space of 12 metres between trees. The size, spacing and species selected shall be to the satisfaction of the Town (Commissioner of Development Services)
 - b) privacy fencing in exterior side yards of residential lots abutting roadways
 - c) 1.5m black vinyl chain link fencing along the rear property line of Lots 1 to 11 and Block 64
 - d) noise attenuation fencing in accordance with the approved noise study, wholly on residential lots
 - e) any other landscaping as determined by the Wismer Commons Design Plan
- 3.2 The Owner covenants and agrees that the detailed design and construction of all landscaping shall be at no cost to the Town and in accordance with the provisions of the approved landscape plans.
- 3.3 The Owner shall covenant and agree that provision shall be made in the subdivision agreement for a letter of credit, in an amount to be determined by the Town, to ensure compliance with applicable fencing, streetscape, and other landscaping requirements.
- 3.4 The Owner shall covenant and agree in the subdivision agreement to prohibit all builders from imposing an extra charge to home purchasers for the items listed in Condition 2.1.

- 3.5 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 TOWN OF MARKHAM HAS REQUIRED THE DEVELOPER TO UNDERTAKE AND BEAR THE COST OF THE FOLLOWING ITEMS:

- STREET TREES (TREES PLANTED IN THE TOWN BOULEVARD)
- CORNER LOT FENCING
- REAR LOT LINE FENCING AT LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)
- TREE PLANTING IN REAR YARDS ADJOINING THE LANES (IF SPECIFICALLY REQUIRED BY THE TOWN)
- 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 TOWN.

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

- 3.6 The Owner shall provide to the Town, prior to the issuance of building permits, a certificate from the purchasers/builders of lots certifying that the warning clause identified in Condition 3.8 has been included in all agreements of purchase and sale.

4. Woodlot Preservation

- 4.1 The Owner shall agree in the subdivision agreement to preserve a portion of the woodlot, including 10m environmental buffers as appropriate, on Block 72 (in private or public ownership) with the details of such woodlot preservation to be dealt with at the time of site plan approval, having regard for the woodlot evaluation report prepared by Harrington and Hoyle Ltd., dated February 7, 1998.
- 4.2 The Owner shall agree in the subdivision agreement that Block 72 shall not be zoned to permit development until a detailed development proposal is approved by the Town, with provisions for the retention of the identified portion of the woodlot, to the satisfaction of the Town.
- 4.3 The Owner shall agree in the subdivision agreement that no trees will be removed from Block 72 until the block is rezoned and site plan approved to permit development.
- 4.4 The Owner shall include Block 72 with the residential portion of Phase 1 on the final 65M plan so that it can be referenced in the subdivision agreement and registered on title to this Block.

5. Noise Impact Study

- 5.1 Prior to final approval of the draft plan, the Owner shall submit a detailed Noise Impact Study, prepared by a qualified noise consultant, with recommended mitigation measures for noise generated by road traffic on Markham Road/Hwy. 48 and Edward Jeffreys Avenue and by any other identified noise sources (eg., future commercial uses on Block 72), to the satisfaction of the Town, in consultation with the Region of York. The Owner further agrees to make any revisions to the draft plan that may be required to achieve the recommendations of the detailed Noise Impact Study.
- 5.2 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 Town (Commissioner of Development Services), in consultation with the Region of York. The Owner will be responsible for including all noise warning clauses in the Offers of Purchase and Sale, for affected lots including any Offers of Purchase and Sale entered into prior to execution of the subdivision agreement.

6. Stormwater Management

- 6.1 Prior to final approval of the draft plan, the Owner shall submit a stormwater management study, prepared by a qualified engineer, detailing the provision of water quality and quantity management facilities, hydraulic gradelines, overland flow routes, and erosion and siltation controls for the draft plan for approval by the Town and the Toronto and Region Conservation Authority. The Owner acknowledges and agrees that they will be required to construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater and overland flow purposes, and to revise the draft plan accordingly, as may ultimately be required.
- 6.2 The Owner shall covenant and agree in the subdivision agreement to undertake, in conjunction with the other landowners in the Wismer Commons Developers' Group, 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 Town.

7. Municipal Services

- 7.1 Prior to final approval of the draft plan, the Owner shall prepare, to the satisfaction of the Town (Commissioner of Development Services), a Functional Servicing Report to determine the infrastructure required for all municipal services internal to the subdivision. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement.
- 7.2 The Owner shall acknowledge and agree in the subdivision agreement that building permits will not be issued until the Director of Building Services has been advised by the Director of Engineering that water, sewage treatment, utilities and roads satisfactory to the Director of Engineering are available to service the lands, except that building permits may be issued for model homes upon terms and conditions established by the Town (Commissioner of Development Services).
- 7.3 The Owner shall satisfy the Town with respect to any and all financial obligations for external municipal works prior to release for registration of the plan of subdivision.
- 7.4 The Owner shall covenant and agree to pay for the relocation of existing service connections on abutting roads owned by the Town and for the relocation of any infrastructure within the abutting roads, if required, to the satisfaction of the Director of Engineering.

- 7.5 Prior to registration of this draft plan of subdivision, the Owner shall provide the necessary storm and sanitary sewers external to the plan of subdivision, including all required easements, to ensure adequate storm and sanitary outfalls.
- 7.6 The Owner shall covenant and agree in the subdivision agreement that the public highways, curbs, gutters, sidewalks, underground and aboveground services, street lights, street signs, etc, shall be designed in accordance with the Town's design criteria, standards and general engineering principles and establish municipal standards to the satisfaction of the Town (Commissioner of Development Services)
- 7.7 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), underground and above ground services, street lights, street signs, utilities, stormwater management facilities etc., to the satisfaction of the Town (Commissioner of Development Services).
- 7.8 Prior to final approval of the draft plan, detailed engineering drawings shall be provided by the Owner which will include, but not be limited to grading control plans, plan and profile drawings of all underground and aboveground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, erosion and sedimentation control plans, etc. to the satisfaction of the Town (Commissioner of Development Services).
- 7.9 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.
- 7.10 The Owner shall covenant and agree in the subdivision agreement to obtain a Site Alteration approval in accordance with By-Law 2006 – 97.
- 7.11 The Owner acknowledges and agrees that the servicing allocation for this plan of subdivision includes 61 units from the total allocation for the Wismer Commons Developers' Group as identified in the Markham Council resolution dated June 27, 2006 and 6 units from the Town reserve.

- 7.12 The Owner acknowledges that the Town reserves the right to revoke or reallocate servicing allocation should construction not proceed in a timely manner, or in accordance with on-going monitoring to ensure a reasonable distribution of servicing allocation among landowners in the Wismer Commons Community, in consultation with the Developers' Group.
- 7.13 The Owner shall pay \$100.00 per unit as their proportionate share of the cost of the Hwy. 48 Flow Control System which is required to create the sanitary sewer capacity for this project.

8. Community Design Plan

- 8.1 The Owner shall agree to follow and implement the Wismer Commons Community Design Plan, Town of Markham, prepared by NAK Design Group in collaboration with Viljoen Architect Inc. and KLM Planning Partners Inc., dated April 3, 2000.
- 8.2 The Owner shall agree to the Architectural Control Guidelines, prepared by Watchorn Architect Inc., dated March 2000 and retain a design consultant to implement the Architectural Control Guidelines.
- 8.3 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.
- 8.4 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.

9. Traffic Impact Study

- 9.1 An update dated May 2003 to the Wismer Commons Internal Traffic Study and the Wismer Commons Phasing Plan Traffic Impact Study as prepared by Entra Consultants, has been submitted to the satisfaction of the Town. The Owner covenants and agrees that the recommendations, requirements and criteria of both studies shall be incorporated into the final plan and the subdivision agreement.
- 9.2 The Owner understands that the Town reserves the right to require updates to the 1998 Wismer Internal Traffic Study and Wismer Traffic Phasing Plan to update the delivery of necessary infrastructure with the development schedule. The Owner agrees to provide, in conjunction with

the other landowners in the Wismer Commons Developers' Group, these updates as required by the Town.

10. Easements

- 10.1 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 watermains, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the Town.

11. Utilities

- 11.1 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 Town 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 Town (Commissioner of Development Services) and authorized agencies.
- 11.2 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Power Stream, Enbridge, telecommunications companies, etc.
- 11.3 The Owners shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the Town 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.
- 11.4 The Owners shall covenant and agree in the subdivision agreement to include on all offers of purchase and sale a statement that advises prospective purchasers that mail delivery will be from a designated Community Mailbox. The Owners will further be responsible for notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sale.
- 11.5 The Owners shall covenant and agree in the subdivision agreement to provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations.

This will enable Canada Post to provide mail delivery to new residents as soon as homes are occupied.

- 11.6 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 Town in consultation with Canada Post.
- 11.7 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 Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to individual dwelling units within the subdivision as and when each dwelling unit is constructed.
- 11.8 The Owner covenants and agrees to provide easements for utilities/telecommunications/vaults as required by the Town to the satisfaction of the Town.
- 11.9 The Owner covenants and agrees to advise all utility and telecommunications carriers that plans for medium and large sized vaults are to be submitted to the Town for review and approval. Drawings are to be approved by the Commissioner of Development Services and are to include location, grading, fencing, landscaping, access, elevations, etc.

12. Development Charges

- 12.1 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.
- 12.2 The Owner shall pay all fees and development charges as set out in the subdivision agreement.

13. Environmental Assessment

13.1 The Owner covenants and agrees that prior to any lands being conveyed to the Town and the execution of a subdivision agreement:

- a) to submit an Environmental Site Assessment (ESA) Phase I report, prepared by a Qualified Person in accordance with the Record of Site Condition Regulation (O. Reg. 153/04) describing the current conditions of all lands and any proposed remedial action plan.
- b) at the completion of any necessary site remediation process, to submit certification from the Qualified Person that the necessary clean up has been carried out and that all lands, including the lands to be conveyed to the Town, meet the Site Condition Standards of the intended land use;
- c) file a Record of Site Condition on the Provincial Environmental Site Registry for the lands to be conveyed to the Town; and
- d) pay all costs associated with the Town retaining a third-party reviewer for the peer review service.

14. Heritage

14.1 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 Town (Commissioner of Development Services) and the Ministry of Culture (Heritage Branch). 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 (Heritage Branch) to the Town indicating that all matters relating to heritage resources have been addressed in accordance with licensing and resource conservation requirements.

- 14.2 The Owner shall covenant and agree in the subdivision agreement to implement any measures recommended by the heritage resource assessment, to the satisfaction of the Town and the Ministry of Culture (Heritage Branch).

15. Other Town Requirements

- 15.1 Prior to final approval of the draft plan or any phase 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 in the Wismer Commons Secondary Plan PD 36 area, to the satisfaction of the Town (Commissioner of Development Services and Town Solicitor), and a certificate confirming completion of such agreement(s) shall be provided to the Town by the Developers Group Trustee to the satisfaction of the Town Solicitor.
- 15.2 Prior to final approval, the Trustee of the Wismer Commons Developers' Group agreement shall deliver a release to the Town indicating the Owner has satisfied all conditions of the Group agreement and the Trustee has no objection to the registration of this draft plan of subdivision.
- 15.3 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.
- 15.4 The Owner shall covenant and agree in the subdivision agreement that Blocks 64 to 71, shall be developed only in conjunction with abutting Blocks in plan of subdivision 19TM-01020 (Wynberry Dev. Inc.) and that no building permits will be issued for said blocks until combined with the abutting blocks to create building lots in conformity with the zoning by-law and all applicable fees have been paid.
- 15.5 The Owner shall covenant and agree in the subdivision agreement to include warning clauses in agreements of purchase and sale for all units with single car garages advising purchasers of the following:
- the Town's parking by-law requires a minimum of two parking spaces, one in the driveway and one in the garage
 - the Town's zoning by-law restricts the width of the driveway to a maximum of 3.5 metres, this width does not allow two cars to park side by side

- overnight street parking will not be permitted unless an overnight street parking permit system is implemented by the Town

16. Region of York

- 16.1 The Region shall confirm that adequate water supply capacity and sewage treatment capacity are available and have been allocated by the Town of Markham for the development proposed within this draft plan of subdivision or any phase thereof..
- 16.2 The owner shall enter into an agreement with the Regional Municipality of York, 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-laws DC-0005-2003-050 and # DC-0005(a)-2005-060.

17. External Clearances

- 17.1 Prior to final approval of the draft plan of subdivision, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as follows:
- a) The Regional Municipality of York Planning Department shall advise that Conditions 2.1, 5.1, 5.2, 16.1 and 16.2 have been satisfied.
 - b) The Toronto and Region Conservation Authority shall advise that Condition 6.1 has been satisfied.
 - c) The Ministry of Culture (Heritage Branch) shall advise that Conditions 14.1 and 14.2 have been satisfied.

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Revised: Mar. 22/07