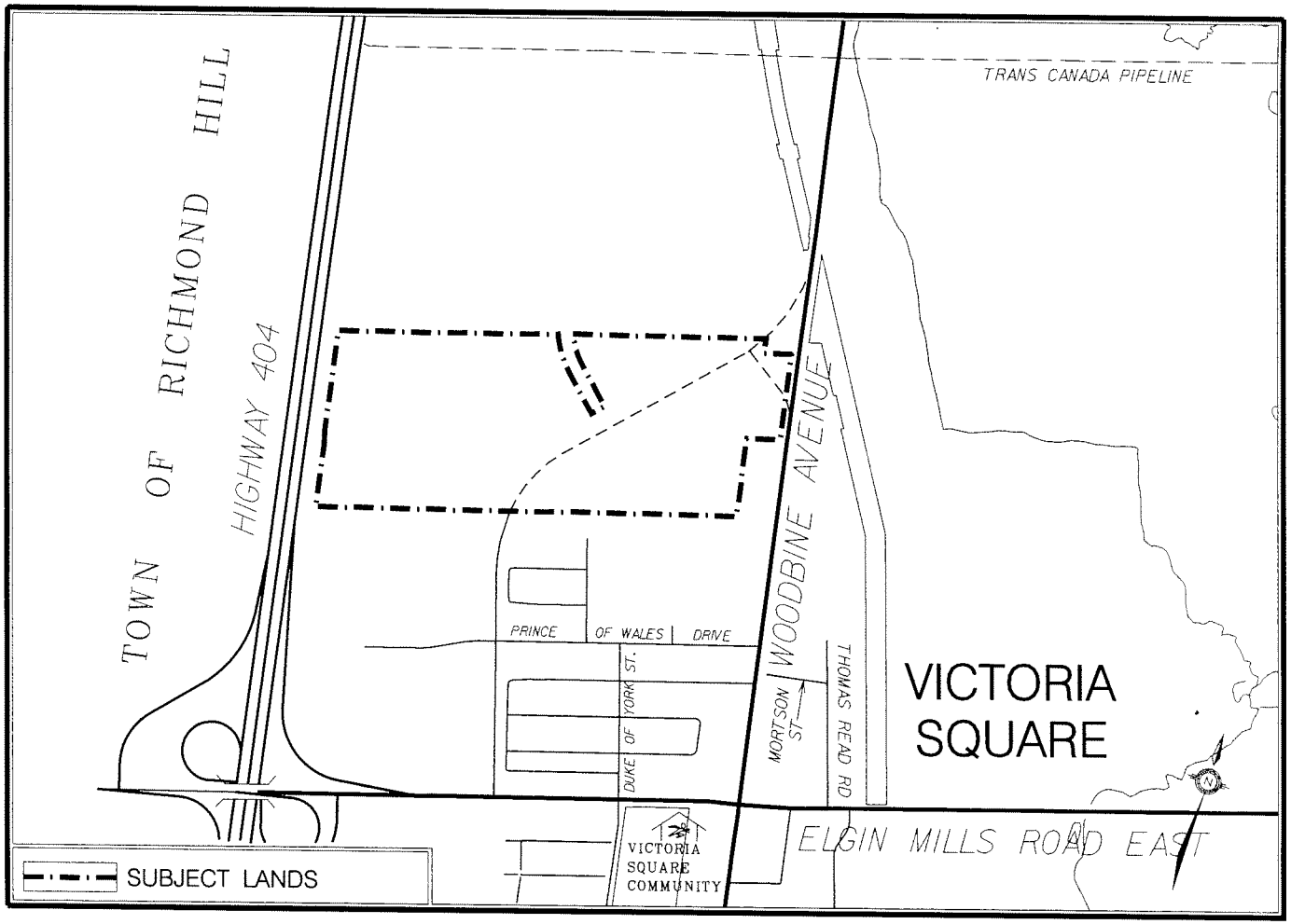

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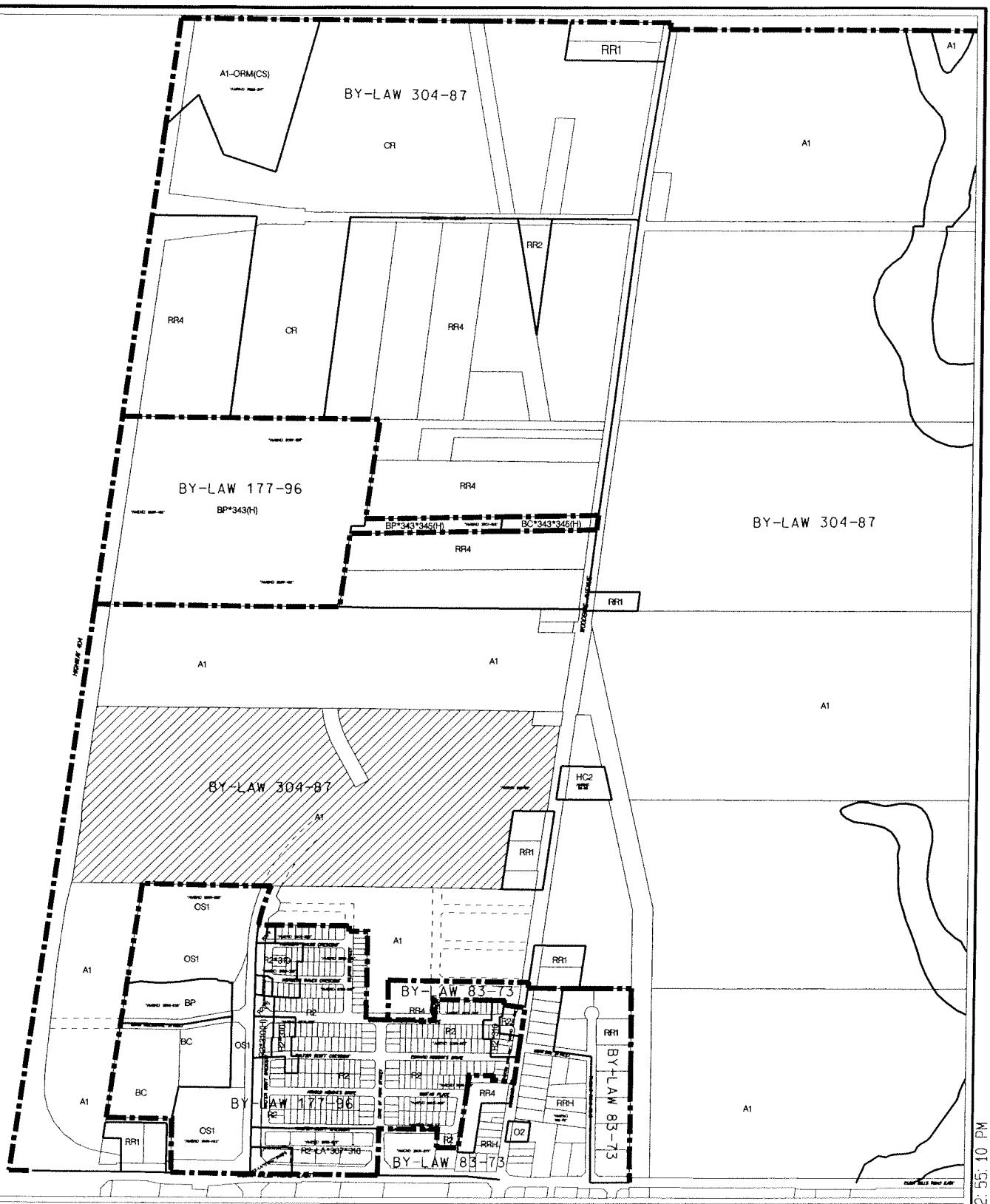

AREA CONTEXT/ZONING

APPLICANT: VETMAR
11050 WOODBINE AVENUE

FILE No: SU07127303(DG)

SUBJECT LANDS

DATE: 03/14/08

MARKHAM DEVELOPMENT SERVICES COMMISSION DWN BY: DD CHK BY: GD SCALE 1:

FIGURE No.2

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AIR PHOTO 2007

APPLICANT: VETMAR
11050 WOODBINE AVENUE

FILE No: SU07127303(DG)

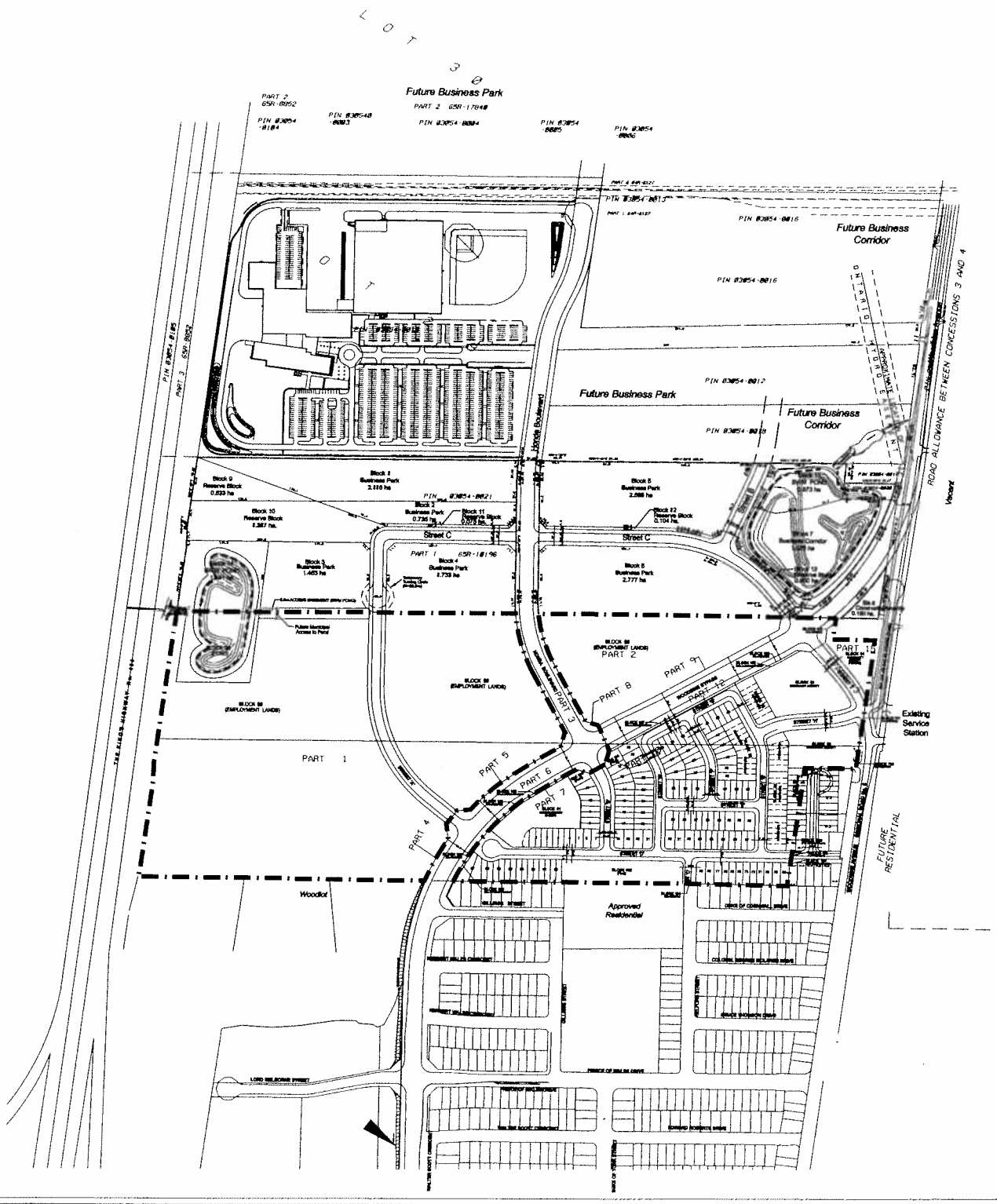
SUBJECT LANDS

DATE: 03/14/08

MARKHAM DEVELOPMENT SERVICES COMMISSION

DWN BY: DD CHK BY: GD SCALE 1:

FIGURE No.3



PROPOSED DRAFT PLAN

APPLICANT: VETMAR
11050 WOODBINE AVENUE

SUBJECT LANDS

FILE No: SU07127303(DG)

DATE: 11/24/09

MARKHAM DEVELOPMENT SERVICES COMMISSION

DWN BY: DD CHK BY: GD SCALE 1:

FIGURE No. 4

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THE CONDITIONS OF THE COUNCIL OF THE TOWN OF MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR REGISTRATION OF PLAN OF SUBDIVSION 19TM-07001 (VETMAR) ARE AS FOLLOWS:

1. General

1.1 Approval shall relate to a Draft Plan of Subdivision 19TM-07001 prepared by Flato Management Inc., identified as Project Number 08395, Drawing Number 107, dated June 2009, revised on November 11, 2009.

1.2 The Owner acknowledges that revisions to the draft plan of subdivision may be required in order to meet the requirements of Conditions 22 and 23, if necessary, to the satisfaction of the Region of York and the TRCA.

1.3 Prior to release for registration of the draft plan, the Owner shall submit a concept plan for the lands bounded by Woodbine By-Pass, Victoria Square Boulevard and Woodbine Avenue, and the lands adjacent to the east side of Woodbine Avenue to ensure orderly development of the land and adequate vehicular access, and shall make the necessary revisions to the draft plan, to the satisfaction of the Town.

1.4 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 December 14, 2012, unless extended by the Town upon application by the Owner.

1.5 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.

1.6 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.

1.7 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, TRCA and Region 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 to the satisfaction of the Town of Markham.

2.3 Prior to release for registration of the draft plan, the Owner, in consultation with the adjacent land owner to the north, shall provide detailed design of the intersection at Woodbine By-Pass, Street 'I', and extension Street 'I' located within the plan of subdivision to the north, to the satisfaction of Director of Engineering.

2.4 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).

2.5 The Owner shall convey, upon registration of the plan of subdivision, 0.3m reserves as required by the Town of Markham or other agencies free of all costs and encumbrances, to the satisfaction of the Town of Markham.

2.6 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 Town, to the satisfaction of the Town (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 Town.

2.7 The Owner shall covenant and agree in the subdivision agreement to obtain Region of York approval to provide direct construction access from any Regional roads and to provide the Town with a copy of this approval.

2.8 The Owner shall covenant and agree in the subdivision agreement that the Owner will make best efforts that no construction traffic shall be allowed through the intersection of Woodbine Avenue and Elgin Mills Road.

2.9 The Owner acknowledges and agrees that the road allowances and intersection configuration within the draft plan shall have right-of-way widths satisfactory to the Town in accordance with the Traffic Impact Study.

2.10 The Owner shall covenant and agree in the subdivision agreement to design Street 'H' to align with the intersection of Street 'I' and future Cul-De-Sac at Woodbine Avenue, to the satisfaction of Director of Engineering.

3. Noise Impact Study

3.1 Prior to release for registration of the draft plan, the Owner shall submit a Noise Impact Study, prepared by a qualified noise consultant, recommending outdoor and indoor noise control measures for the proposed development, including specific details relating to the width of buffer blocks and height of noise fences, 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 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 Town (Commissioner of Development Services), in consultation with the Region of York.

3.3 The Owner shall covenant and agree in the subdivision agreement to convey the necessary Blocks to the Town as buffer blocks, free of all costs and encumbrances. These Blocks shall be conveyed in a physical condition that is satisfactory to the Town.

4. Tree Preservation Plan and Analysis Report

4.1 The Owner shall submit an overall tree preservation plan along with an analysis report, which has been prepared by a qualified Landscape Architect in good standing with the O.A.L.A., or a certified Arborist, to the satisfaction of the Commissioner of Development Services, prior to execution of the subdivision agreement. The tree preservation plan shall be based on information taken from a registered survey plan, showing the exact location of the trees to be preserved and trees to be removed within 6.0m of property boundaries, existing elevations at the base of trees, location of protective hoarding, final grading, proposed municipal services and utilities, and conceptual building envelopes and driveway locations.

4.2 The Owner shall agree to identify all trees which are greater than 20cm with a tag number on the preservation plan and referenced to the Preservation and Analysis Report. Existing grades are required to be indicated at the base of trees. A corresponding identification chart with the tag number, species, size, condition rating, comments and recommendations should also be included.

4.3 The Owner shall covenant and agree in the subdivision agreement to provide a letter of credit to secure preservation of trees.

4.4 The Owner shall agree to replace trees to be removed at the site on the basis of the following:

1) Trees between 20cm and 40cm shall be replaced at a ratio of 2:1.
2) Trees over 40cm DBH shall have an individual valuation submitted to the Town by an ISA certified Arborist in accordance with the Council of Tree and Landscape Appraisers (CTLA) Guide for Plant Appraisal (2000).

Where a site does not allow for 2:1 replacement, the Town will require a credit for tree planting on alternate sites. Tree replacement must occur within 5 years of tree removal.

4.5 The Owner shall prepare and submit site specific grading/tree preservation plans, with respect to trees to be preserved on any portion of the plan of subdivision, showing the location of buildings and structures to be erected and proposed municipal services and utilities in that area, in accordance with the approved Tree Preservation Plan for the approval of the Town (Commissioner of Development Services) prior to the issuance of building permits.

4.6 The Owner shall agree in the subdivision agreement to obtain written approval of the Town prior to the removal of any trees within the area of the draft plan.

4.7 Prior to registration of the first phase, the Owner shall provide documentation for the natural features identified by the town of Markham Official Plan amendment No. 52(Natural features). This documentation is to show the mapping of the drip line by survey, an assessment of the possible impacts from development of the lands surrounding the designated areas, preparation of a natural features management plan, safeguards to preserve the woodlot and valley land features and mitigating and restorative measures required as a result of the proposed development.

5. Parks and Open Space

5.1 The Owner shall convey blocks 102, 103 and 104 to the Town for parks purposes free of all costs and encumbrances, upon registration of the plan of subdivision. The Blocks shall be conveyed in a physical condition which is satisfactory to the Town. The Town reserves the right to require, as an alternative, payment of cash-in-lieu for any part of the said conveyance of lands for parks purposes and that the draft plan be revised accordingly.

5.2 The Owner covenants and agrees to work with the Developer's Group to secure terms and conditions to the satisfaction of the Town which would guarantee, in perpetuity, the complete and unencumbered conveyance of all parkland as required within the Vetmar Community as shown within the approved Vetmar Neighbourhood Design Brief.

5.3 Prior to the registration of the first phase, the Owner agrees to convey to the Town, free of all costs and encumbrances, the parks and buffer blocks within this draft plan. The Owner acknowledges and understands that these conveyances shall not comprise part of the required dedication for park purposes. These Blocks shall be conveyed in a physical condition which is satisfactory to the Town.

5.4 The Owner shall covenant and agree to rough grade, topsoil, seed and maintain (free of stock piles and debris) all park blocks and vacant lands within the subdivision to the satisfaction of the Town. The park blocks shall be maintained until such time as the parks have been constructed and assumed by the town for maintenance. Other vacant blocks shall be maintained until such time as the ownership of the blocks has been transferred. No stockpiling of materials, including topsoil and fill, shall occur on any lands to be conveyed to the Town. Topsoil stockpiling shall be limited to areas in a second or subsequent phase of subdivision build-out.

5.5 The Owner acknowledges that should these works not be completed and maintained to the satisfaction of the Commissioner of Development Services, the Town will do the work as required and draw on the letters of credit for all costs so incurred plus 10% for contract administration.

5.6 The Owner shall covenant and agree that provision shall be made in the subdivision agreement to post approved copies of the Community Design Plan Open Space Plans, Park Development Concept Plans and the Conceptual Facility Fit Plan for the parks and school campus in all sales offices for dwelling units within the draft plan of subdivision.

6. Streetscape and Landscape Plans

6.1 Prior to final approval of the draft plan, the Owner shall submit landscape plans based on the approved Vetmar Neighbourhood design brief, 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) streetscape plans, including a minimum of one tree per residential lot with a maximum space of 10 metres between trees. The size, spacing

and species selected shall be to the satisfaction of the Town (Commissioner of Development Services). Should this objective not be achieved the Town will reserve the right to negotiate a credit for tree planting in alternate locations.

b) detailed landscape plans for blocks 105-108.

c) 1.5 metre high black vinyl chain link fencing where residential lots abut the neighbourhood parks, open spaces, and woodlots.

d) an enhanced fence design for the side yards of lots 11 and 12 where flanking park blocks 103 and 104.

e) 1.5 metre high black vinyl chain link fencing where industrial blocks abut the woodlots, open space blocks, storm water management ponds, agricultural land and the Highway 404.

f) 1.8 metre high wood screen fence where community amenity blocks abut existing residential or commercial lands.

g) 1.8 metre high wood screen fence and/or buffer planting where proposed residential lots abut existing residential lots.

h) 1.8 metre high privacy fencing on exterior rear side yards of residential units abutting roads and laneways.

i) noise attenuation fencing in accordance with the approved noise study.

j) landscape plans and landscape works for the storm water management ponds, including naturalized planting and pathways

k) review of any parks and open space plans to be used for promotional purposes.

l) any other landscaping as determined by the Community Design Plan

6.2 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.

6.3 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 tree preservation, fencing, streetscape, storm water management ponds, buffers, walkways and other landscaping requirements.

6.4 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 above.

6.5 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)
- NOISE ATTENTUATION FENCING AS IDENTIFIED IN THE NOISE IMPACT STUDY
- 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."

7. Community Design Plan

7.1 The Owner shall covenant and agree in the subdivision agreement to incorporate the requirements and criteria of the Vetmar Neighbourhood Design Brief into all municipal works, site plan and building permit applications within the plan of subdivision.

7.2 The Owner shall covenant and agree to submit a concept plan for the design of Street "H" prior to approval of the Engineering Drawings for this plan of subdivision. The intent of this plan is to demonstrate the way the street and boulevard will reinforce the future retail character of the street.

8. Architectural Control

8.1 The Owner shall retain a design consultant to prepare Architectural Design Guidelines for the Cathedral Community, in conjunction with the Developer's Group, to be submitted to the Town for approval, prior to final approval of the draft plan and shall covenant and agree in the subdivision agreement to implement the architectural control guidelines.

8.2 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. No permits shall be issued for model homes prior to the approval of the Town of the architectural control guidelines.

8.3 The Owner shall ensure that the design architect for any buildings within the plan of subdivision shall not assume the role of control architect for the plan of subdivision.

9. Stormwater Management

9.1 The Owner shall incorporate the requirements and criteria of the approved Stromwater Management Study of 404 North Secondary Plan Area (OPA 149) prepared by SCS Consulting Group Ltd., into the draft plan and subdivision agreement.

9.2 The Owner acknowledges and agrees that the Master Environmental Servicing Plan (MESP) has not been approved by the Town and that the recommendations of the approved MESP shall be reflected in the Stormwater Management Study. The Owner further agrees to make any revisions to the draft plan that may be required to achieve recommendations of the MESP and revised Stormwater Management Study.

9.3 Prior to release for registration of the draft plan, the Town and the Toronto and Region Conservation Authority shall approve a stormwater management design brief, prepared by a qualified engineer on behalf of the Owner, addressing the water quality and quantity controls, hydraulic grade lines, overland flow routes, and erosion and siltation controls for the draft plan. 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 both internal or external to the subdivision for stormwater and overland flow purposes, and to revise the draft plan accordingly, as may ultimately be required.

9.4 Upon registration of the plan of subdivision, the Owner shall convey all necessary Blocks or transfer easements to the Town as determined by the Town for stormwater management purposes, including overland flow routes, free of all costs and encumbrances, in accordance with the recommendations of the Stormwater Management Study, to the satisfaction of the Town and the TRCA.

9.5 Prior to registration of the plan of subdivision, the Owner shall make arrangements with the adjacent owner to the north to complete the construction of the stormwater management pond and to provide an easement to stormwater management pond block to the north of Block 98, to the satisfaction of the Director of Engineering.

9.6 The Owner acknowledges that the stormwater management pond for this plan of subdivision is located outside the draft plan area and the Owner relies on the adjacent land owner to the north to construct the stormwater management pond. The Owner shall covenant and agree in the subdivision agreement not to commence construction of the storm sewer system within its plan of subdivision until the stormwater management pond is completed.

9.7 The Owner shall covenant and agree in the subdivision agreement to prepare a Watercourse Monitoring Program, as per the requirements of the Town's Watercourse Monitoring Master Plan, for review and acceptance by the Director of Engineering. The Owner shall implement the accepted Watercourse Monitoring Program and any subsequent addenda or reports accepted by the Director of Engineering. Notwithstanding the above provisions, the Owner has the option to pay a cash-in-lieu amount towards a Town wide monitoring program administered by the Town. If the Owner exercises this option, the Owner shall pay to the Town $200 per gross area of the Plan of Subdivision in hectares, being one time payment for a Town wide monitoring program. The Owner shall implement, to the satisfaction of the Director of Engineering, the recommendations of the Final Report regardless of whether the Town or the Owner conducted the monitoring program.

9.8 The Owner shall incorporate the requirements and criteria from the approved Water Balance Study into the draft plan and provide for same in the subdivision agreement.

10. Municipal Services

10.1 The Owner shall acknowledge and agree in the subdivision agreement that final approval of the draft plan shall be subject to the Town being satisfied that adequate water supply and sanitary sewer allocation is available to service the development in accordance with the May 26, 2009 Council resolution regarding community water supply allocations and sanitary sewage allocation.

10.2 Prior to release for registration of the draft plan, the Owner shall prepare, to the satisfaction of the Town, a Functional Servicing Report, in accordance with the approved Master Servicing Plan for 404 North Secondary Plan Area (OPA 149) prepared by SCS Consulting Group Ltd.,

to determine the infrastructure required for all municipal services internal and external to the subdivision, including but not limited to, sewers, water mains, and roads. Any requirements resulting from this Report shall be incorporated into the draft plan and provided for in the subdivision agreement.

10.3 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 the lands, except that building permits may be issued for model homes upon terms and conditions established by the Town (Commissioner of Development Services).

10.4 Prior to release for registration of the draft plan, detailed engineering drawings shall be provided by the Owner in accordance with all technical studies and submissions 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, and any other plans as required to the satisfaction of the Director of Engineering.

10.5 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 established municipal standards to the satisfaction of the Director of Engineering.

10.6 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.

10.7 The Owner shall prepare and submit an analysis of water supply and pressures for the internal water system to the satisfaction of the Director of Engineering, and comply with any applicable requirements, conditions or assessed costs established by the Town, the Region of York or any other authorized agencies prior to the registration of any portion of the draft approved plan.

10.8 The Owner shall covenant and agree in the subdivision agreement that prior to any construction activities the Owner shall prepare a Well

Monitoring Program and Mitigation Plan, as per the Town's requirements for review and acceptance by the Director of Engineering. The Owner shall implement the accepted Well Monitoring Program and Mitigation Plan and any subsequent addenda or reports accepted by the Director of Engineering. Prior to Acceptance for Maintenance, the Owner shall provide the findings and recommendations in the Final Report to the Director of Engineering for review and acceptance at the end of the monitoring period. Further, the Owner shall covenant and agree at the time of Subdivision Agreement to provide sufficient securities to the Town to ensure that the well monitoring and mitigation program is implemented to the satisfaction of the Director of Engineering.

10.9 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 adequate water supply for firefighting operations and acceptable access for fire fighting equipment are available.

10.10 The Owner shall covenant and agree in the subdivision agreement to pay $200.00 per unit as their proportionate share for the cost of the Highway 48 Flow Control System which is required to create the sanitary sewer capacity for the project.

10.11 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 to the satisfaction of the Director of Engineering.

10.12 Prior to release for registration of the draft plan, the Owner shall prepare a Hydrogeological Study in accordance with the approved Water Balance Study, to determine the mitigation measures required for all municipal services internal and external to the subdivision including sewers, watermains, and roads. Any requirements resulting from this report shall be incorporated into the draft plan and provided in the subdivision agreement.

10.13 The Owner covenants and agrees that no pre-servicing will occur until the engineering drawings are approved, a pre-servicing agreement is executed, site alteration drawings have been approved, and the necessary securities are provided.

11. Traffic Impact Study

11.1 Prior to release for registration of the draft plan, the Owner shall prepare, in consultation with the owners of other lands within the 404 North

Secondary Plan Area, an Internal Functional Traffic Design Study to the satisfaction of the Town and the Region of York. The Owner shall incorporate the requirements and criteria of these studies into the Functional Servicing Report required in Condition 10.2, the draft approved plan and the subdivision agreement, to the satisfaction of the Director of Engineering.

12. Easements

12.1 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.

12.2 The Owner shall covenant and agree to provide temporary easement for a temporary road between Street 'H' and Street 'D', east of Block 89, to the satisfaction of Director of Engineering.

12.3 The Owner shall covenant and agree in the subdivision agreement to provide an easement for the municipal access to stormwater management pond Block 98 to the satisfaction of Director of Engineering.

13. Utilities

13.1 Prior to release for registration of the draft plan, the Owner shall prepare an overall utility distribution plan (Composite Utility Plan) to the satisfaction of the Town and authorized agencies.

13.2 The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, gas and television cable services, and any other form of telecommunication services shall be constructed at no cost to the 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.

13.3 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including PowerStream, Enbridge Gas, Telecommunications Companies, etc. in order to service the development.

13.4 The Owner shall covenant and agree in the subdivision agreement that it will permit any telephone or telecommunication service provider to locate

its plant in a common trench within the proposed subdivision prior to registration provided the telephone or telecommunications services provider has executed a Municipal Access Agreement with the Town. The Owner shall ensure that any such service provider will be permitted to install its plant so as to permit connection to commercial/residential units within the subdivision as and when each unit is constructed.

13.5 The Owner shall covenant and agree in the subdivision agreement to advise all utility and telecommunication carriers that plans for medium or large size 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, and elevations of structures, etc.

14. Telephone or telecommunication provider:

14.1 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 Town. 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.

14.2 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.

14.3 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.

15. Canada Post:

15.1 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.

15.2 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.

15.3 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.

15.4 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 Town (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.

15.5 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 Town in consultation with Canada Post.

15.6 At the developer/owners expense, for non-residential buildings containing 3 or more units the developer/owner must supply, install and maintain a central mail facility to Canada Post specifications; ensure that all mail delivery equipment is installed in a location that is readily accessible to the occupants and Canada Post personnel; and, ensure that all mail is accessible by persons with physical disabilities.

15.7 For non-residential buildings with less than 3 units, the developer/owner is required to contact Canada Post in order to arrange mail delivery options.

16. Enbridge Gas Distribution:

16.1 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

17. Development Charges

17.1 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.

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

18. Phase 1 Environmental Site Assessment (ESA)

18.1 Prior to release for registration of the draft plan, the Owner shall:

(i) Submit environmental site assessment reports prepared by a Qualified Person in accordance with the Record of Site Condition Regulation (O. Reg. 153/04) for peer review and concurrence, to the satisfaction of the Director of Engineering for all lands to be conveyed to the Town;

(ii) Carry out all necessary site remediation to meet the provincial soil groundwater and sediment conditions;

(iii) Submit certificate from a Qualified Person that the necessary clean up has been done and the land is in an environmental condition satisfactory to the Town;

(iv) Pay for all costs associated with the peer review service.

18.2 The Owners shall covenant and agree in the subdivision agreement that if during construction of any infrastructure or buildings within the

subdivision contaminated soils are discovered, the Owners shall undertake, at their expense, the necessary measures to identify and deal with the contaminate, in accordance with the Record of Site Condition Regulation (O.Reg. 153/04).

19. Heritage

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

19.2 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.

19.3 The Owner shall covenant and agree in the subdivision agreement to provide and install at its cost, an interpretative baked enamel plaque commemorating the former farmstead and barns, in a publicly visible location on the property. The plaque is to be designed according to the specifications of the "Markham Remembered" program, and outline the history of the property. Details of the design and location of the plaque are to be submitted for review and approval of the Town (Heritage Section);

20. Other Town Requirements

20.1 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 Highway 404 North Community, to the satisfaction of the 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.

20.2 The Owner shall covenant and agree in the Subdivision Agreement to:

a) purchase from the Town 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 Town 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 Town the cost for the containers and units as outlined in condition 20.2 a). The Owner covenants and agrees to collect from the Town all required recycling containers, and that all containers shall be provided to the purchasers at the same cost as paid to the Town;

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 Town'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 Town

20.3 The Town 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.

20.4 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.

20.5 The Owner acknowledges that Part Block 99 will be shown as 1 block on the registered plan and will only be divided via part lot control, if required, once they are developed in conjunction with lands to the east.

20.6 The Owner shall covenant and agree in the subdivision agreement to provide energy star high efficiency furnaces, energy star hot water tanks, and, where purchased through the builder, energy star air conditioning units for all residential units within the subdivision and to ensure that any appliances included in the sale of the houses are energy star certified.

21. Fire Department

21.1 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.

21.2 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.

22. Region of York

Region of York's conditions to be included when received

23. Toronto and Region Conservation Authority

TRCA's conditions to be included when received

24. Ministry of Transportation

24.1 Prior to final approval, the owner shall submit to the Ministry of Transportation for review and approval a copy of Stormwater Management Plan, Site Grading and Servicing Plan, addressing the intended treatment of the calculated runoff.

24.2 Prior to final approval, the owner shell submit to the Ministry of Transportation for review and approval a copy of a detailed Traffic Impact Study.

24.3 Prior to final approval, the owner shell submit to the Ministry of Transportation for review and approval a copy of a detailed calculation and illumination plan.

25 External Clearances

25.1 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 Toronto and Region Conservation Authority shall advise that their conditions and requirements have been satisfied.
(c) The telephone or telecommunications provider shall advise that their conditions and requirements have been satisfied.
(d) Canada Post Corporation shall advise that their conditions and requirements have been satisfied.
(e) Enbridge Consumers Gas shall advise that their conditions and requirements have been satisfied.
(f) The Ministry of Culture shall advise that their conditions and requirements have been satisfied.

ISSUED:

Biju Karumanchery, M.C.I.P., R.P.P.
Senior Development Manager
Planning and Urban Design

EXPLANATORY NOTE

BY-LAW 2009 -

A by-law to amend By-law 304-87, as amended

Vetmar Limited
19TM-07001
Part of Lot 27 &28, Concession 3

LANDS AFFECTED
The by-law applies to a is 33.495 ha (82.77 acre) site, located within the Highway 404 North Community, on the west side of Woodbine Avenue, north of Elgin Mills Road, municipally known as 11050 Woodbine Avenue in the Highway 404 North Secondary Plan Area.

EXISTING ZONING
The lands subject to this By-law are presently zoned Agriculture One (A1) by By-law 304-87, as amended.

PURPOSE AND EFFECT
The purpose and effect of this by-law is to delete the lands from By-law 304-87, as amended, so that they may be incorporated into By-law 177-96, as amended, to permit 30 single detached units, 114 semi-detached units, 38 townhouse units, 19 townhouse units with private lane access, 65 residential units within the 3 Community Amenity blocks, 3 Business Park Blocks, 3 park blocks and part of a 2.134 ha (5.27 ac) Stormwater Management Pond.

By-law 304-87 is the Town's rural area by-law.

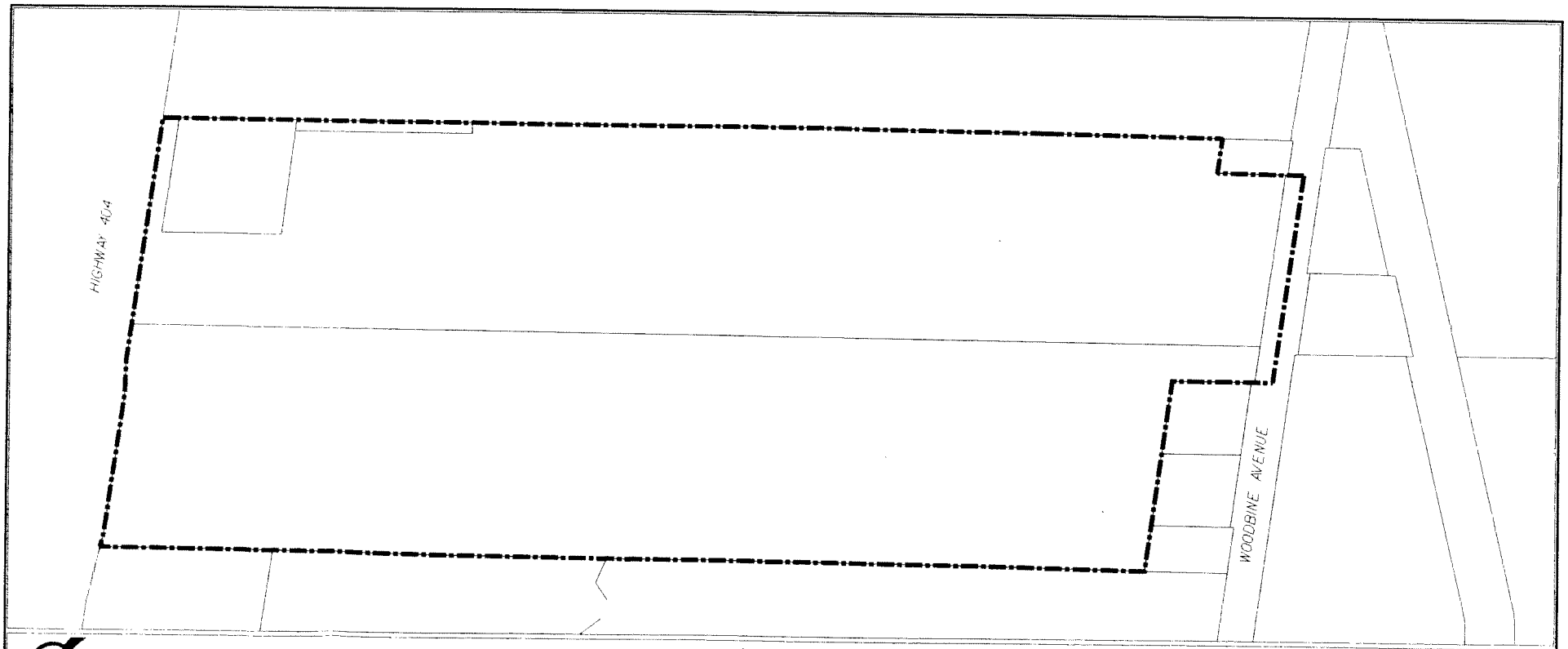
A by-law to amend By-law 304-87, as amended

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

1. By-law 304-87, as amended, be and the same is hereby further amended by deleting the lands outlined on Schedule 'A' hereto from the designated area of By-law 304-87, as amended.

2. This By-law shall not come into force until By-law 2009-XX, amending By-law 177-96, as amended, comes into force and the subject lands of this by-law become incorporated into the designated area of By-law 177-96, as amended.

3. All other provisions of By-law 304-87, as amended, not inconsistent with the provisions of this by-law shall continue to apply.



MARKHAM DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 304-87

THIS IS SCHEDULE 'A' TO BY-LAW .....
PASSED THIS ..... DAY .....

.....MAYOR

.....CLERK

BOUNDARY OF AREA COVERED BY THIS BY-LAW

NOTE: 1) DIMENSIONS ARE IN METRES
2) REFERENCE SHOULD BE MADE TO THE ORIGINAL BY-LAW LODGED IN THE OFFICE OF THE CLERK

SCALE 1:

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EXPLANATORY NOTE

BY-LAW 2009 -

A By-law to amend By-law 177-96, as amended

Vetmar Limited
19TM-07001
Part of Lot 27 &28, Concession 3

LANDS AFFECTED
The by-law applies to a is 33.495 ha (82.77 acre) site, located within the Highway 404 North Community, on the west side of Woodbine Avenue, north of Elgin Mills Road, municipally known as 11050 Woodbine Avenue in the Highway 404 North Secondary Plan Area.

EXISTING ZONING
The lands subject to this By-law are presently zoned Agriculture One (A1) by By-law 304-87 as amended.

PURPOSE AND EFFECT
The purpose of this by-law is to incorporate the lands into appropriate zone categories within By-law 177-96, as amended. The proposed zoning designations are Residential Two Special Hold [R2-S (H)], Residential Two Special *400 Hold [R2-S * 400(H)], Residential Two-Lane Access *401 Hold [R2-LA *401(H)], Residential Two Special *402 Hold [R2-S * 402(H)], Community Amenity One Hold [CA1(H)], Business Park (BP), Open Space One (OS1), Open Space Two (OS2). The effect would be to allow for a mixed use draft plan of subdivision comprised of 30 single detached units, 114 semi-detached units, 38 townhouse units, 19 townhouse units with private lane access, 65 residential units within the 3 Community Amenity blocks, 3 Business Park Blocks 3 park blocks and part of a 2.134 ha (5.27 ac) Stormwater Management Pond within the Highway 404 North Planning District.

The following are the conditions for lifting the Holding (H) Zone:

a) York Region has advised in writing that the expected completion of the Duffin Creek Water Pollution Control Plan expansion project and the YDSS Flow Control Structures project will be within six (6) months.

BY-LAW 2009-XXX

A By-law to amend the Urban Expansion Area Zoning By-law 177-96, as amended (To incorporate Draft Plan 19TM-07001 into the Highway 404 North Secondary Plan Area)

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

1. By-law 177-96, as amended is hereby further amended as follows:

1.1 By expanding the designated area of the By-law to include those lands comprising Part of Lot 23, Concession 4, outlined on Schedule 'A' hereto.

1.2 By zoning the lands:

Residential Two Special Hold [R2-S (H)]
Residential Two Special *400 Hold [R2-S * 400(H)]
Residential Two Lane Access *401 Hold [R2-LA *401(H)]
Residential Two Special *402 Hold [R2-S * 402(H)]
Community Amenity One Hold [CA1(H)]
Business Park (BP)
Open Space One (OS1)
Open Space Two (OS2)

By adding the following new subsections to Section 7 – EXCEPTIONS to By-law 177-96:

7.400 Vetmar Limited 19TM-07001, Part of Lot 27 &28, Concession 3 19TM-07001

Notwithstanding any other provision of this By-law, the provisions in this section shall apply to those lands denoted by the symbol *400 on the Schedule to this By-law. All other provisions of this By-law, unless specifically modified/amended by this section, continue to apply to the lands subject to this Section.

7.400.1 **Only Uses Permitted**

The following are the only uses permitted:

a) *Semi-detached dwellings*

7.400.2 **Zone Standards**

The following specific zone standards apply:

a) Minimum lot frontage for semi-detached units: 8.0 metres per unit
b) If two semi-detached units are located on a corner lot, the minimum lot frontage is 18.5 metres
c) Maximum *height* – 12.0m

By adding the following new subsections to Section 7 – EXCEPTIONS to By-law 177-96:

7.401 Vetmar Limited 19TM-07001, Part of Lot 27 &28, Concession 3 19TM-07001

Notwithstanding any other provision of this By-law, the provisions in this section shall apply to those lands denoted by the symbol *401 on the Schedule to this By-law. All other provisions of this By-law, unless specifically modified/amended by this section, continue to apply to the lands subject to this Section.

7.401.1 **Only Uses Permitted**

The following are the only uses permitted:

a) *Townhouse dwellings*

7.401.2 **Zone Standards**

The following specific Zone Standards apply:

a) Minimum required *exterior side yard* - 1.8m
b) Maximum *height* – 12.0m
c) A *private garage* is permitted to be within or attached to the *main building*, if the lot is accessed by a *lane*
d) Rear yard provisions for *main building* with attached *private garage*
   i) Minimum required *rear yard* – 5.8m
   ii) Maximum required *rear yard* – 6.5 m

e) In the case of a *lot* where any part of the *rear lot line* is curved or at an angle greater than 90 degrees to the *interior side lot line*, any portion of the *main building* with attached *private garage* may be located farther than 6.5 metres from the *rear lot line*, provided the portion or point of the *main building* with attached *private garage* closest to the *rear lot line* is no more than 6.5 metres from the *rear lot line*.
f) Minimum area of o*utdoor amenity space* – 22.5m^2
g) The outdoor amenity area above an attached *private garage* may be used as a portion of the *outdoor amenity space*

h) A *deck* and associated stairs is permitted to encroach into the o*utdoor amenity space*
i) Provisions for *Parking Pads*
   i) Minimum width of a *parking pad* – 2.6m
   ii) Minimum *interior side yard* – 0.0m on one side and 0.8m on the other side
   iii) Minimum *exterior side yard* – 1.8m
   iv) *Parking Pads* may be located in the required *rear yard* setback area
j) *Porches* may encroach into the required *interior side yard* a distance of not more than 50% of the required *interior side yard*
k) For the purpose of this section, a *lot* that abuts a *lane* shall be deemed to abut a *street*;
l) For the purposes of this section, the *lot line* that abuts the buffer area shall be deemed the *front lot line;*
m) Minimum *lot depth* - 26.0 m

By adding the following new subsections to Section 7 – EXCEPTIONS to By-law 177-96:

7.402 Vetmar Limited 19TM-07001, Part of Lot 27 &28, Concession 3 19TM-07001

Notwithstanding any other provision of this By-law, the provisions in this section shall apply to those lands denoted by the symbol *402 on the Schedule to this By-law. All other provisions of this By-law, unless specifically modified/amended by this section, continue to apply to the lands subject to this Section.

7.402.1 **Only Uses Permitted**

The following are the only uses permitted:
a) *Townhouse dwellings*

7.402.2 **Zone Standards**

The following specific zone standards apply:

a) Minimum lot frontage for end units on a corner lot: 9.0 metres
b) Maximum *height* – 12.0m

1.3 HOLDING PROVISIONS

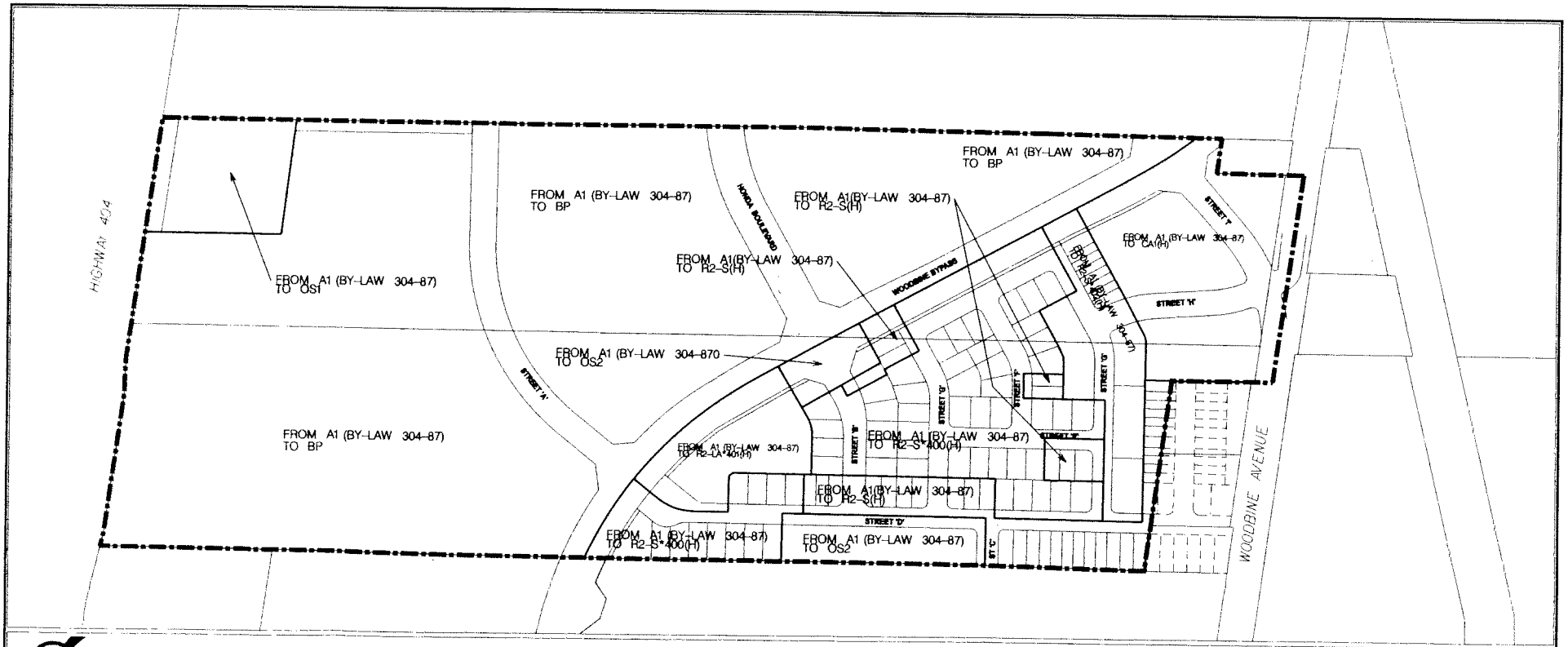
For the purpose of this By-law, Hold (H) *zones* are hereby established and are identified on Schedule 'A' attached hereto by the letter (H) in parenthesis following the zoning symbol.

No person shall hereafter *erect* or *alter* any *building* or *structure* on lands subject to '(H)' provisions for the purpose permitted under this By-law until amendments to this By-law to remove the letters '(H)' have come into effect pursuant to the provisions of Section 36 of the Planning Act.

Prior to removing the '(H)' Hold provision, the following conditions must be met to the satisfaction of the Town of Markham:

a) York Region has advised in writing that the expected completion of the Duffin Creek Water Pollution Control Plan expansion project and the YDSS Flow Control Structures project will be within six (6) months.

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



MARKHAM DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 177-96

THIS IS SCHEDULE 'A' TO BY-LAW .....
PASSED THIS ..... DAY .....

.....MAYOR

..... CLERK

	BOUNDARY OF AREA COVERED BY THIS BY-LAW		ZONE BOUNDARY
R2-S	RESIDENTIAL TWO-SPECIAL	OS1	OPEN SPACE ONE
R2-LA	RESIDENTIAL TWO-LANE ACCESS	OS2	OPEN SAPCE TWO
BP	BUSINESS PARK	*(No)	EXCEPTION NUMBER
CA1	COMMUNITY AMENITY ONE	(H)	HOLD PROVISION
A1	AGRICULTURE ONE		

NOTE: 1) DIMENSIONS ARE IN METRES
2) REFERENCE SHOULD BE MADE TO THE ORIGINAL BY-LAW LODGED IN THE OFFICE OF THE CLERK

SCALE 1:

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