

Times Group Inc appeal to OMB
Suggested resolution for Consideration by Council on April 27, 2010

ONTARIO MUNICIPAL BOARD APPEALS
1771107 ONTARIO LIMITED (THE TIMES GROUP)
CENTRE NORTH PRECINCT PLAN
SOUTH SIDE OF HIGHWAY 7, EAST OF WARDEN AVENUE
FILE NOS. ZA 07 133350 AND SU 07 133313

That the zoning by-law amendments attached hereto be endorsed for approval by the Ontario Municipal Board substantially in the form attached, subject to any minor amendments arising from a peer review by the Town's peer reviewer.

That the conditions of draft approval attached hereto be endorsed for approval by the Ontario Municipal Board substantially in the form attached, subject to final refinement to the satisfaction of the Commissioner of Development Services.

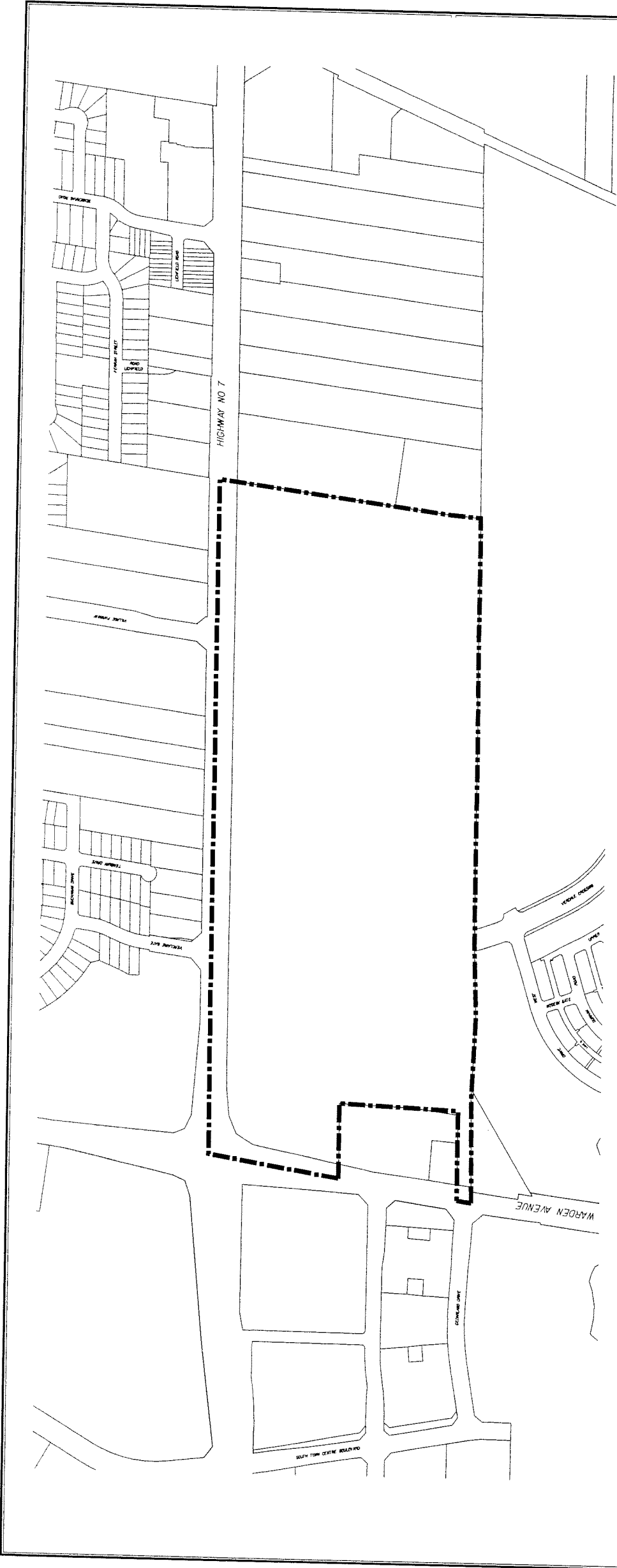
That the Precinct Plan for both the Aryeh and Times lands dated April 2010 be endorsed, in principle, except for Section 3.30 and Figure 39 as they relate to the Aryeh lands, and that final approval be delegated to the Commissioner of Development Services.

That staff be authorized to do all things necessary to give effect to these resolutions.

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, is hereby further amended by deleting the lands identified as Part of Lot 10, Concession 5 as shown on Schedule 'A' attached hereto from the designated area of By-law 304-87, as amended.
2. This By-law shall not come into effect until By-law 2010-XXXX amending By-law 2004-196, as amended, comes into effect, and the lands as shown on Schedule 'A' attached hereto, are incorporated into the designated area of By-law 2004-196, 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.



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:

A by-law to amend the Markham Centre
Zoning By-law 2004-196, as amended

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

1. Zoning By-law 2004-196, as amended, be and the same is hereby further amended as follows:

- 1.1 By expanding the designated area of By-law 2004-196, as amended, to include those lands comprising Part of Lot 10, Concession 5, as more particularly outlined on Schedule 'A' hereto.

- 1.2 By zoning the lands:

Markham Centre Downtown Two *11 (Hold 1 Hold 2)
- MC-D2*11 (H1 H2)
Markham Centre Downtown Two *11*14 (Hold 1 Hold 2)
- MC-D1*11*14 (H1 H2)
Markham Centre Downtown Five *12 – MC-D5*12
Markham Centre Public Space One *13 - MC-PS1*13
Markham Centre Public Space Two - MC-PS2

As shown on Schedule 'F1' attached hereto;

- 1.3 By amending Section 1.2 of By-law 2004-196, as amended, by deleting the words "Schedules A1 to A4, B1 to B4, C1 to C4, D1 to D4 and E1 to E4" and replacing them with the words "Schedules A1 to A4, B1 to B4, C1 to C4, D1 to D4, E1 to E4 and F1 to F4."
- 1.4 By amending Section 2.2 of By-law 2004-196, as amended, by replacing the words "Schedules A1, B1, C1, D1 and E1" and replacing them with the words "Schedules A1, B1, C1, D1, E1 and F1."
- 1.5 By amending Sections 2.6, 2.6.1 and 2.6.2 of By-law 2004-196, as amended, by replacing all references to "Schedules X1, X2, X3 and X4" with "Schedules X1, X2, X3, X4 and X5."
- 1.6 By adding the following new subsection to **Section 6 – Exceptions** to By-law 2004-196:

6.11 Special Provisions – Lands south side of Highway 7, east of Warden Avenue.

Notwithstanding any other provisions of this By-law, the following provisions shall apply to the lands denoted by the symbol *11 (Exception 11) on the schedules to this By-law. All other provisions, unless specifically modified/amended by this section, continue to apply to the lands subject to this section.

6.11.1 Additional Uses Permitted

The following additional uses are permitted:

- a) Schools, Public
- b) Home occupations within the first and second storeys of apartment buildings.

6.11.2 Special Site Provisions

The following additional provisions apply:

- a) Dwelling units are permitted on any floor, including the first storey, of an apartment building, except in the area shown in hatching on Schedule F2.
- b) Special Provision (2) to Table A1 shall not apply.
- c) The minimum ceiling height of the first storey shall be 3.6 metres.

6.11.3 Special Parking Provisions

The following special parking provisions shall apply:

- a) The parking space requirement for Apartment Dwellings and Multiple Dwellings shall be as follows:
 - A minimum of 0.8 parking space per dwelling unit and a maximum of 1 parking space per dwelling unit plus 0.2 parking spaces per dwelling unit for visitors. The provision of additional parking spaces is not permitted. A maximum of 5% of the parking spaces required shall be located in a surface parking area.
- b) A premises that includes both a residential and commercial uses shall provide parking at the residential rate only provided that the commercial component does not exceed 50% of the floor area of the premises.

6.11.4 Special Holding Provision

The following special holding provision shall apply:

- a) Holding provision H1 shall only be lifted when the applicable criteria outlined in Section 2.6.1 and the following provisions have been met:
 - A developers group agreement or other cost sharing arrangement for community infrastructure and facilities has been entered into to the satisfaction of the Town's Commissioner of Development Services and the Town Solicitor.
 - Execution of a Section 37 Agreement between the Town and the Owner regarding a contribution by the Owner pursuant to Section 37 of the Planning Act and in accordance with the Town's official plan policies regarding Section 37 contribution to the satisfaction of the Town.

- 1.7 By adding the following new subsection to **Section 6 – Exceptions** to By-law 2004-196:

6.12 School Site south of Highway 7 and east of Warden Avenue

Notwithstanding any other provisions of this By-law, the following provisions shall apply to the lands denoted by the symbol *12 (Exception 12) on the schedules to this By-law. All other provisions, unless specifically modified/amended by this section, continue to apply to the lands subject to this section.

6.12.1 Special Site Provision

- a) Only the following uses are permitted:

Schools, Public
Parks

- 1.8 By adding the following new subsection to **Section 6 – Exceptions** to By-law 2004-196:

6.13 Public Parks south of Highway 7, east of Warden Avenue.

Notwithstanding any other provisions of this By-law, the following provisions shall apply to the lands denoted by the symbol *13 (Exception 13) on the schedules to this By-law. All other provisions, unless specifically modified/amended by this section, continue to apply to the lands subject to this section.

6.13.1 Special Site Provision

- a) The following additional use is permitted:

Parking Garages constructed completely below the established grade, including associated ventilation shafts and housing and similar facilities associated with below grade parking garages.

- 1.9 By adding the following new subsection 6.14 (*14) to Section 6 – Exceptions:

6.14 Special Provisions – Interim Commercial Development Southeast of Highway 7 and Birchmount Road

Notwithstanding any other provisions of this By-law, the following provisions shall apply to the lands denoted by the symbol *14 (Exception 14) on the schedules to this By-law. All other provisions, unless specifically modified/amended by this section, continue to apply to the lands subject to this section.

6.14.1 Additional Permitted Use

- a) The following additional use is permitted:

One (1) supermarket with a maximum permitted net floor area of 4000 square metres.

6.14.2 Special Use Provision

- a) Special Provision (2) to Table A1 shall not apply.

6.14.3 Special Site Provision

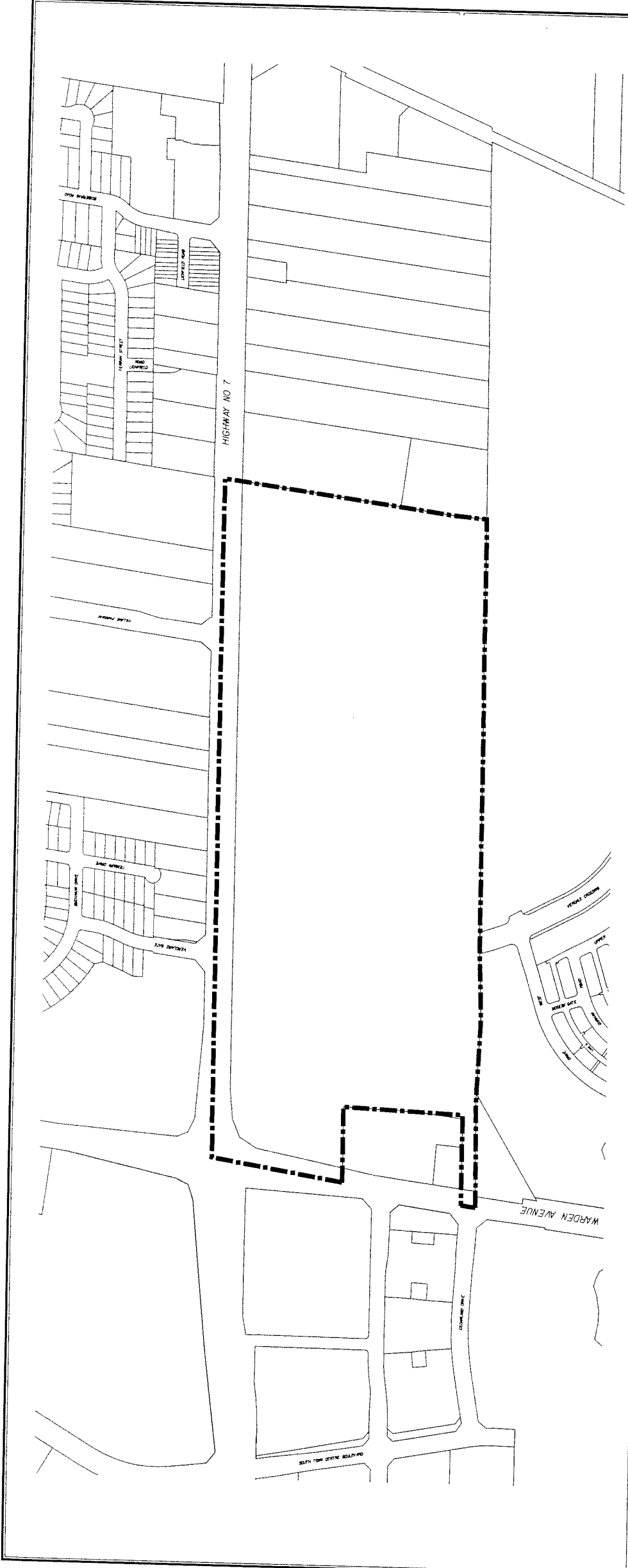
- a) The minimum gross floor area of any building constructed on the lands identified on Schedule F2 shall be 1858 square metres.

6.14.4 Special Parking Provisions

- a) Notwithstanding the provisions of Section 4.14.1:
 - the provision of additional parking spaces for non-residential uses shall be permitted.
 - all required parking spaces for non-residential uses may be located in a surface parking area.
- b) Section 4.14.7 shall not apply to parking spaces for non-residential uses.

1.10 By adding the following schedules to By-law 2004-196, as amended Schedule F1, F2, F3, F4 and X5.

- 2. All other provisions of By-law 2004-196, as amended, not inconsistent with the provisions of this by-law shall continue to apply.



DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 2004-196



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
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SCALE 1:

HIGHWAY No. 7



A BY-LAW TO AMEND BY-LAW 2004-196

THIS IS SCHEDULE F-10 BY-LAW

PASSED

MAYOR

CLERK

MC-D2 ZONE

MC-D5 ZONE

MC-PS2

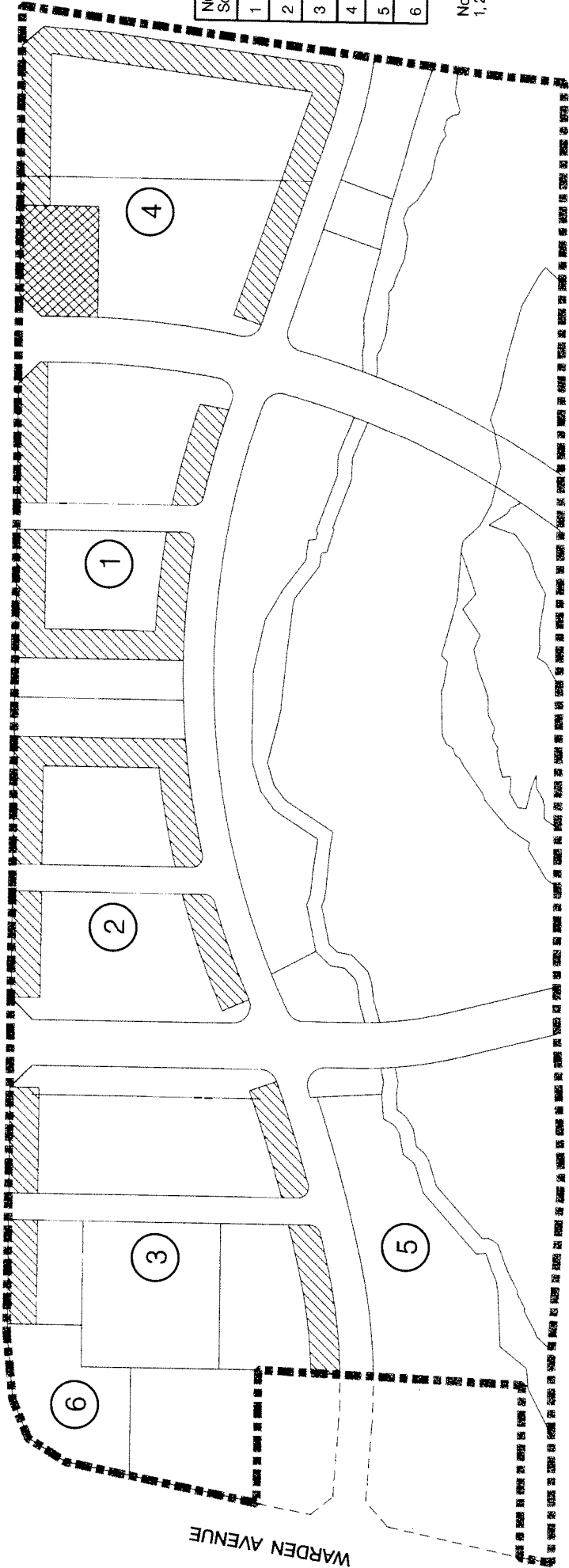
MC-PS1

* REFER TO SECTION 6 OF THE BY-LAW



markham
centre

HIGHWAY No. 7



Schedule F2
Permitted net floor
area & dwelling
units.

Number on Schedule F2	Maximum Net Floor Area (M2)	Maximum Number of Dwelling Units
1	non-residential 2000	1150
2	non-residential 2200	300
3	non-residential 4000	2400
4	non-residential 12000	500
5	n/a	0
6	non-residential 50000	0

Note: The maximum number of dwelling units in areas 1, 2, 3 and 4 combined shall be 4500.



DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 2004-196

THIS IS SCHEDULE 'F2' TO BY-LAW
PASSED
.....MAYOR
.....CLERK

BOUNDARY OF AREA COVERED BY THIS BY-LAW

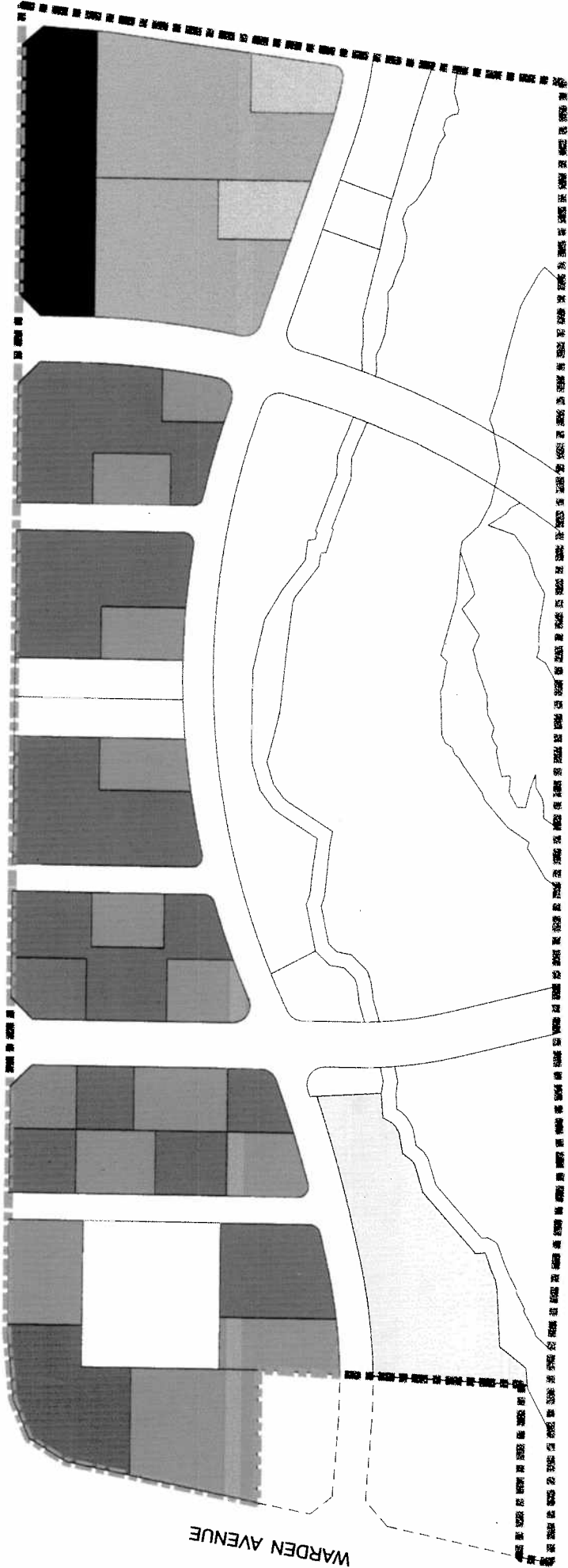
REFER TO SECTION 6.11.2 OF THE BY-LAW
REFER TO SECTION 6.14.3 OF THE BY-LAW

NOTE: REFERENCE SHOULD BE MADE TO
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Schedule F3
Minimum
& Maximum
Building Heights

HIGHWAY No. 7



WARDEN AVENUE












DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 2004-196

THIS IS SCHEDULE 'F3' TO BY-LAW
PASSED
.....MAYOR
.....CLERK

BOUNDARY OF AREA COVERED BY THIS BY-LAW

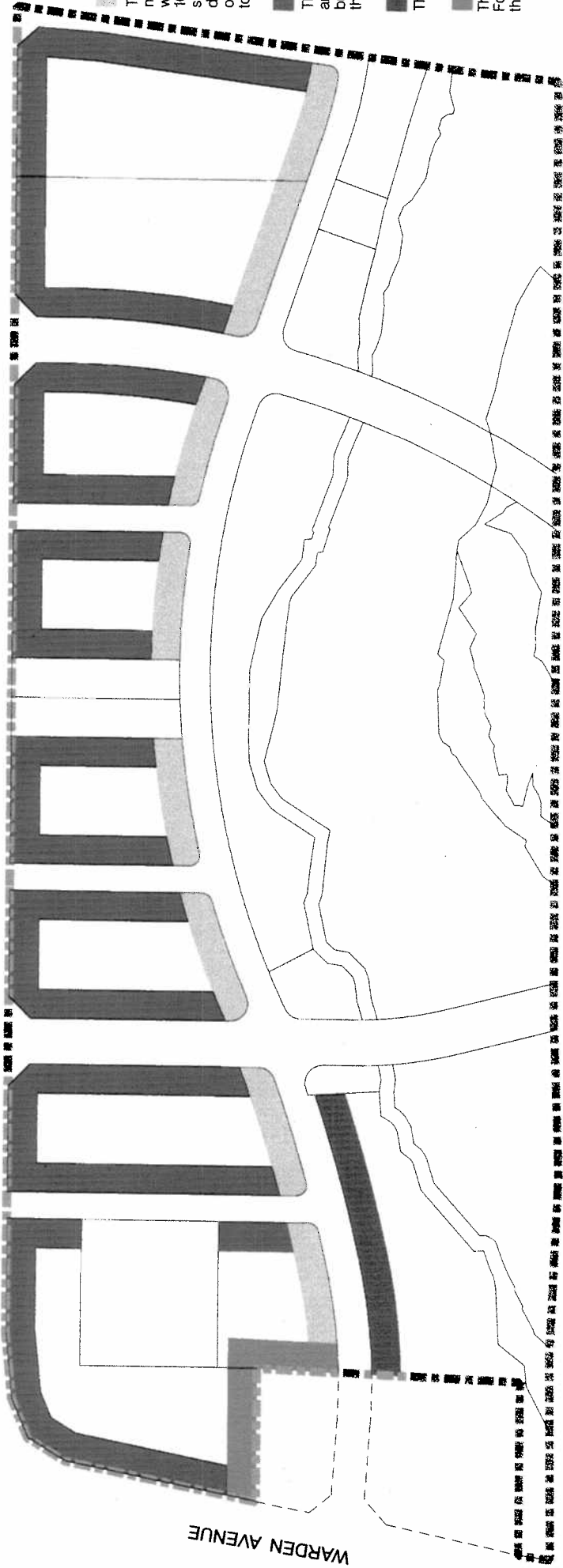
	MIN 5.0 m - MAX 30.0m		MIN 5.0 m - MAX 50.0m		MIN 6.0m - MAX 15m
	MIN 6.0 m - MAX 30.0m		MIN 6.0 m - MAX 50.0m		MIN 6.0 m - MAX 55.0m
	MIN 6.0 m - MAX 60.0m		MIN 7.0 m - MAX 30.0m		MIN 30.0 m - MAX 60.0m

NOTE: REFERENCE SHOULD BE MADE TO
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Schedule F4
Setbacks

HIGHWAY No. 7



The minimum building setback shall be 4 metres except where any part of any dwelling unit within the first storey of a building is located within 10 metres of the streetline, the minimum building setback shall be 5 metres. Where no part of any dwelling unit within the first storey is within 10 metres of the streetline, 25% of building may encroach down to not less than 3 metres from the streetline.

The minimum setback shall be 2 metres except where any part of any dwelling unit within the first storey of a building is located within 10 metres of the streetline, the minimum building setback shall be 3 metres.

The minimum setback shall be 0 metres.

The minimum building setback shall be 6 metres. For any portion of a building with a height of greater than 30 metres, the minimum setback shall be 17 metres.



DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 2004-196



THIS IS SCHEDULE 'E' TO BY-LAW
PASSED
.....MAYOR
.....CLERK

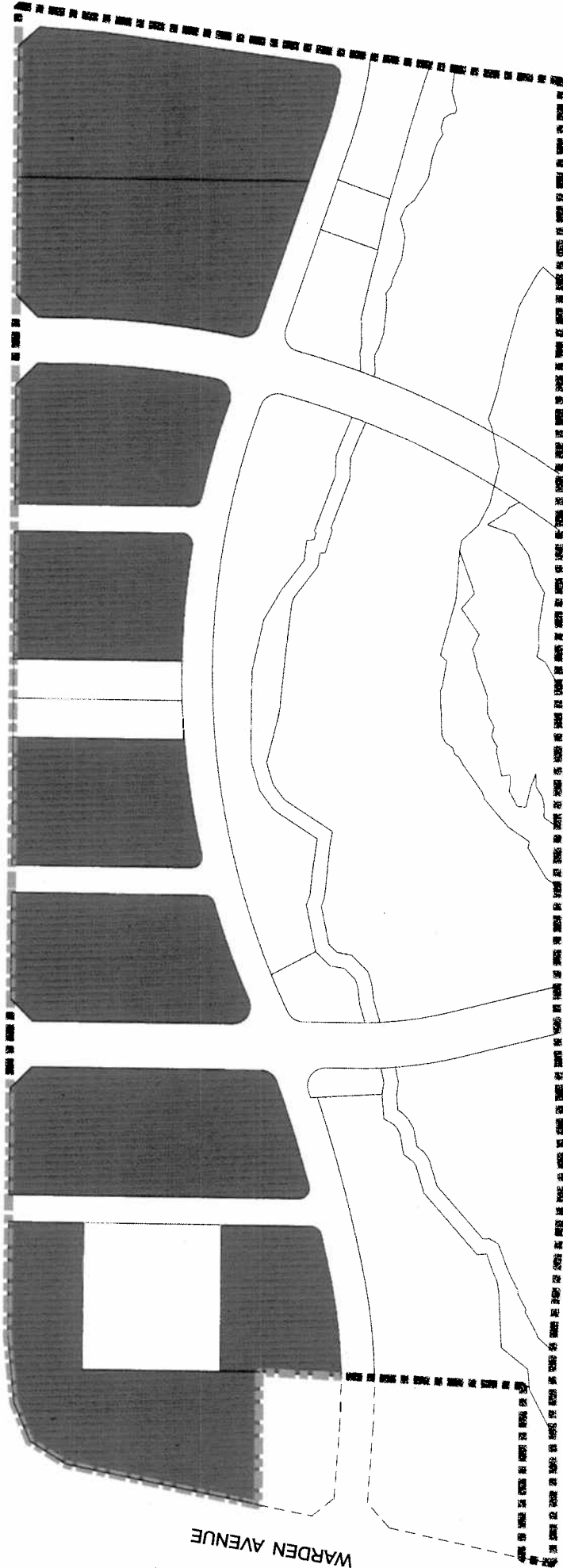
BOUNDARY OF AREA COVERED BY THIS BY-LAW

NOTE: REFERENCE SHOULD BE MADE TO
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Schedule X5
Holding Zones

HIGHWAY No. 7



DEVELOPMENT SERVICES COMMISSION

A BY-LAW TO AMEND BY-LAW 2004-196



THIS IS SCHEDULE 'X5' TO BY-LAW
PASSED
.....MAYOR
..... CLERK

BOUNDARY OF AREA COVERED BY THIS BY-LAW



H1 & H2



NOTE: REFERENCE SHOULD BE MADE TO
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THE OFFICE OF THE CLERK



**THE CONDITIONS OF THE COUNCIL OF THE TOWN OF
MARKHAM TO BE SATISFIED PRIOR TO RELEASE FOR
REGISTRATION OF PLAN OF SUBDIVISION 19TM-070003
(INSERT NUMBERED COMPANY AKA THE TIMES GROUP
INC.) ARE AS FOLLOWS:**

1 General

1.1 Approval shall relate to a draft plan of subdivision prepared by Malone Given Parsons Ltd., identified as Project Number 07-1787, dated April 18, 2007 and with a last revision date of XXXXXXXX (the "Draft Plan") incorporating the following redline revisions:

- Any modifications to the Draft Plan required to ensure consistency with the finalized Precinct Plan.
- Revise the boundary between Park Block 9 and Mixed Use Blocks 1 and 13 to incorporate the private roads shown on the finalised Precinct Plan, into development Blocks 1 and 13.
- Revise the boundary between Mixed Use Block 4 and Park Block 10 to incorporate private road shown on the finalized Precinct Plan into development Block 4.
- Modify the street rights-of-way (ROWs) as per Attachment A to these Conditions of Draft Plan Approval. The ROWs shall accommodate the vehicle travel lanes, bike lanes, on-street parking, medians, and boulevards in accordance with the recommendations of the Traffic Impact Study which is to be finalized. The minimum ROWs requirements for various streets are given below:
 - Street A ____
 - Street B ____
 - Street C ____
 - Street D ____
 - Street E ____
 - Street F ____
- Show corner rounding radii / daylight triangles for all roadway intersections to the satisfaction of the Director of Engineering and the Regional Municipality of York.
- Any modifications to the Draft Plan required by external agencies.
- Confirm the sizes of Blocks 19 and 20 based on the recommendations of the approved Master Environmental Servicing Plan and stormwater management report and revise or relocate the blocks accordingly, if required.
- Any modification to the Draft Plan required by the Toronto and Region Conservation Authority (TRCA) as a result of its review of the Master Environmental Servicing Plan and the Municipal Class Assessment study for Verclaire / Birchmount, which are to be finalized.

1.2 This Draft Plan Approval shall apply for a maximum period of three (3) years from date of issuance by the Town, and shall accordingly lapse on ----- unless one or more

phases is registered or draft approval is extended by the Town, upon application by the Owner, prior to the lapsing of Draft Plan Approval.

- 1.3 The Owner shall enter into a subdivision agreement with the Town for each phase agreeing to satisfy all conditions of the Town and public agencies including the Regional Municipality of York, the York Region District School Board, the Toronto and Region Conservation Authority, Markham District Energy, Canada Post, and other applicable public agencies financial and otherwise, prior to final approval of any phase of the draft plan.
- 1.9 Prior to final approval of any phase of the Draft Plan, amendments to Zoning By-laws 304-87 and 2004-196 to implement the Draft Plan shall have come into effect in accordance with the provisions of the Planning Act.
- 1.10 The Owner shall agree in the subdivision agreement that the holding zoning (H) provision(s) shall not be removed by the Town until the conditions outlined in the zoning by-law have been satisfied to the satisfaction of the Town.
- 1.11 The Owner acknowledges and agrees that the Draft Plan and associated conditions of Draft Plan Approval may require revisions, to the satisfaction of the Director of Engineering, to implement or integrate any recommendations from studies required as a condition of draft approval, including, but not limited to, Traffic Impact Study, Master Environmental Servicing Plan, Stormwater Management Study (Environmental Master Drainage Plan), Internal Servicing Study, Noise Impact Study, Phasing Plan, Precinct Plan, confirmation of alignment of roads with the locations shown in the draft approved plans, as well as any comments and conditions received from municipal departments, external agencies, Markham District Energy, and utility companies after draft approval is granted.
- 1.12 The owner acknowledges agrees that the Town may update the conditions of draft approval and require revisions to the Draft Plan for any phase beyond the first phase to respond to updates to the Secondary Plan and implementing studies/plans/guidelines, and Town and Public Agency requirements.

2 Precinct Plan

- 2.1 Prior to execution of the subdivision for the first phase of the Draft Plan, the Owner and Aryeh Construction Ltd. shall finalize the Precinct Plan endorsed in principle by the Development Services Committee of Markham Council on February 20, 2010 to the satisfaction of the Town and for approval by the Commissioner of Development Services, addressing the following design elements of the Plan:
 - Complete community Circulation Plan to include public and private street network, cycling plan, pedestrian routes and facilities (including public access easements, mid-block connections and access to transit);
 - Open Space Plan to include public and private open space network;
 - Greenlands Strategy

- Parking Plan to illustrate short-term and long-term parking strategies;
 - Social and Cultural facilities plan and strategy;
 - Public Realm strategy; and
 - Public Art strategy.
- 2.2 Any substantive changes to the Precinct Plan shall require the approval of the Council of the Town of Markham.
- 2.3 The Owner shall agree in the subdivision agreements for all phases to incorporate the requirements and criteria of the approved Precinct Plan into all municipal works, public and private infrastructure, site plan and building permit applications within the plan of subdivision.
- 2.4 The Owner acknowledges that the Town may require the Owner to undertake additional studies or prepare additional guidelines to address particular design objectives.
- 2.5 The owner acknowledges agrees that the Town may require the Precinct Plan to be updated for any phase beyond the first phase to respond to updates to the Secondary Plan and implementing studies/plans/guidelines, and Town and Public Agency requirements.

3 Phasing

- 3.1 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner shall submit a development phasing plan for approval by the Council of the Town of Markham. The development phasing plan shall address the infrastructure and transportation requirements associated with each phase of development as per the finalized Precinct Plan. .
- 3.2 Prior to release for registration of Phase 1 of the Draft Plan, the Owner shall enter into a phasing agreement with the Town to secure the recommendations of the approved development phasing plan.
- 3.3 The Owner acknowledges and agrees that the Town will not release for registration any phase of the Draft Plan and release any holding provisions from the zoning except in accordance with the provisions of the approved development phasing plan and the phasing agreement.
- 3.4 The owner acknowledges agrees that the Town may require the phasing plan and the phasing agreement to be updated for any phase beyond the first phase to respond to updates to the Secondary Plan and implementing studies/plans/guidelines, and Town and Public Agency requirements.

4 Developers Group and Servicing Allocation

- 4.1 Prior to the release for registration of any phase of the Draft Plan, the Owner shall enter into a developers group agreement or make other alternative arrangements with the Town to

ensure the fair and equitable cost sharing of community infrastructure and facilities, to the satisfaction of the Town's Commissioner of Development Services and the Town Solicitor.

- 4.2 Prior to release for registration of the first phase of the Draft Plan, the trustee of the applicable developer's group shall provide a certificate confirming completion of such agreement to the Town, to the satisfaction of the Town Solicitor.
- 4.3 The Owner shall agree in the subdivision agreements that final approval of any phase shall be subject to the Town's Commissioner of Development Services being satisfied that adequate water supply and sanitary sewer capacity is available and allocated to service the applicable phase of the Draft Plan in accordance with the current Council resolution regarding servicing allocation, and the formal granting of allocation by Markham Town Council.
- 4.4 The Owner shall agree in the subdivision agreement that building permits shall not be sought or issued for any residential uses within the Draft Plan for which servicing allocation has not been confirmed.
- 4.5 Prior to the issuance of draft plan approval by the Town's Director of Planning and Urban Design, the Owner shall enter into an agreement with the Town securing his commitment not to market any residential units for which servicing allocation has not been confirmed by the developers' group trustee and the Town.
- 4.6 Prior to final approval of any phase of the Draft Plan, the trustee of the applicable developers' group(s) shall deliver a release to the Town indicating the Owner has satisfied all conditions of the group agreement(s) and the trustee has no objection to the registration of the applicable phase of the plan.
- 4.7 The Town reserves the right to revoke or reassign 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 Markham Centre community, in consultation with the applicable developer group(s).

5 Holding Provisions

- 5.1 The zoning of the Draft Plan shall be subject to holding (H) provisions. Prior to the release of any lands for development, the Owner shall apply to the Town to release the hold (H) provisions. Additional studies and supporting material may be required to the satisfaction of the Town and other approval agencies/authorities and that additional agreements may be required to be executed, and financial guarantees submitted, prior to the Town releasing the hold (H) provisions. The Town will not be obliged to release the hold (H) provisions unless adequate road, transit, or other infrastructure is in place and water servicing capacity and sanitary sewer capacity has been confirmed and allocation assigned, or if the lands for which the hold (H) provision is requested to be lifted do not comply with the Council approved development phasing plan or any conditions precedent (triggers) set out in the applicable zoning bylaw for removal of the hold (H).

6 Environmental Sustainability Measures

- 6.1 The Owner shall agree in the subdivision agreement to incorporate the following features into the design and construction of all buildings and structures to be developed on the lands within the Draft Plan, to the satisfaction of the Town's Commissioner of Development Services:
- LEED Gold certification.
 - connection to district energy system.
 - travel demand management plan including, but not limited to, participation in a car share program and provision of bicycle facilities and storage.
 - building design and management to minimize bird strikes.
 - features to reduce heat island effect, minimize storm water run-off, increase infiltration, provide for rain water harvesting, grey water re-use, cool roofs or/and green roofs, permeable paving, urban landscaping and usable private open space, energy efficiency and general water conservation.
 - Markham Centre Advisory Performance Measures
 - Other Town sustainability requirements
- 6.2 The Owner acknowledges and agrees that the Town may update its environmental sustainability requirements over time and that the subdivision agreements for phases beyond the first phase may require additional environmental sustainability measures to be incorporated into the design and construction of buildings and structures.

7 Heritage

- 7.1 Prior to final approval of the Draft Plan or any phase thereof, the Owner shall retain a qualified person to carry out and submit for approval a cultural heritage resource assessment for the lands within the Draft Plan or any phase thereof, to ensure the assessment and identification of appropriate treatment of archaeological resources, and further to mitigate any identified adverse impacts to significant heritage resources to the satisfaction of the Town's Director of Planning & Urban Design and the Ontario 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 to its satisfaction.
- 7.2 The subdivision agreement shall require the Owner to implement any measures recommended by the cultural heritage resource assessment, to the satisfaction of the Town's Director of Planning & Urban Design and the Ministry of Culture.

8 Transportation Study

- 8.1 Prior to execution of the subdivision agreement for all phases of the Draft Plan, the Owner shall prepare and submit an internal Functional Traffic Impact Study to the satisfaction of the Town's Director of Engineering and the Region of York. The Owner

shall incorporate and implement the requirements and criteria of the Traffic Impact Study into the draft approved Draft Plan and subdivision agreement.

9 Roads

- 9.1 The road allowances within the Draft Plan shall be named to the satisfaction of the Town and the Region of York.
- 9.2 The road allowances within the Draft Plan shall be dedicated to the Town as a public highway, free of all costs and physical or title encumbrances (except as may be authorized in writing by the Town Solicitor) to the satisfaction of the Town's Director of Engineering and Town Solicitor, in accordance with the approved development phasing plan.
- 9.3 The Owner shall convey all or portions of road allowances of Streets "A", "B" and "C" on the Draft Plan to the Town when requested to do so by the Town.
- 9.4 The Owner shall agree in the subdivision agreement to construct all roads and to install all required municipal services and utilities (above and below grade) within the Draft Plan in accordance with the approved development phasing plan or such other development agreement to be entered into with the Town and all approved site servicing drawings, and to provide financial security in respect of such work, notwithstanding that title to the road lands may be vested in the Town.
- 9.5 Prior to execution of the subdivision agreement for the Phase 1 of the Draft Plan, the Owner shall complete the Municipal Class Environmental Assessment for the Birchmount Road crossing (bridge) over the Rouge River in accordance with the Environmental Assessment Act, R.S.O. 1990, c. E.18, and to the satisfaction of the Director of Engineering.
- 9.6 The subdivision agreement shall require the Owner to:
 - design and construct the Public Works in accordance with the Town's Design Criteria and Standard Drawings and the Markham Centre Streetscape Standards to the satisfaction of the Director of Engineering and the Director of Planning and Urban Design.
 - design and construct temporary turning circles, where required. When directed by the Director of Engineering, temporary turning circles shall be removed and the road completed to the ultimate condition. The design of the temporary turning circles, and any implications on surrounding land use, including posting of a separate Letter of Credit for their removal, shall be addressed in the subdivision agreement to the satisfaction of the Director of Engineering and the Director of Planning and Urban Design.
- 9.7 The Owner shall convey 0.3m reserves at the west limit of Street 'C' and along the east limit of Street 'G' at the Draft Plan property boundaries to the Town, free of all costs and physical or title encumbrances, upon registration of the plan of subdivision.

- 9.8 Hold for clause to address Sheridan Nurseries settlement.
- 9.9 The Owner shall covenant and agree in the subdivision agreement to implement the traffic calming measures identified in the Internal Functional Traffic Study, including all required traffic signals identified in the report. The Owner shall further covenant and agree to implement additional traffic calming measures, prior to assumption of the plan of subdivision, if it is determined by the Town that additional traffic calming measures are required.
- 9.10 The Owner shall covenant and agree in the subdivision agreement for the first phase and subsequent phases to monitor traffic movements, including potential traffic infiltration into the residential community north of Highway 7 by conducting traffic surveys, in consultation with the Town, and prepare a mitigation report to the satisfaction of the Director of Engineering. The Owner shall further covenant and agree to implement mitigation measures, including but not limited to turn and/or through movement restrictions at Highway 7 intersections as recommended in the mitigation report and required by the Director of Engineering.
- 9.11 The Owner shall covenant and agree in the subdivision agreement for all phases that construction access will be restricted to Highway 7 and/or Warden Avenue, and that construction vehicles shall not be permitted to use Village Parkway and Verclaire Gate. Prior to any site alteration works, the Owner shall obtain the approval from the Region of York and provide the Director of Engineering with a copy of the Region's approval.
- 9.12 The Owner is proposing to include private condominium roads as part of the local road network. Such roads shall be subject to the following requirements:
- Finalize the alignment of the private road located partially within the Aryeh Construction lands in consultation with Aryeh Construction Limited.
 - The roadway, sidewalk, boulevard and illumination design shall be consistent with Town standards for public roads.
 - The private roads shall be designed in accordance with the guidance contained in the finalised Precinct Plan, to the satisfaction of the Town.
 - The roads shall be designed to seamlessly transition to the public road network.
 - The boulevard design, illumination, street furniture and street planting along private roads shall follow the Markham Centre Streetscape standards and the guidelines contained in the Streetscape Manual 2009.
 - The east-west private condominium road parallel to Highway 7 shall align directly across all intersecting north-south roads.
- 9.13 Prior to release for registration of any phase containing a private condominium road(s) referred to in Clause 9.12, the Owner shall convey public access easements to the Town over the private condominium road(s), and enter into agreement(s) with the Town governing the manner in which these roads will function, including level of service and maintenance obligations.

- 9.14 The Owner shall agree to above conditions in the subdivision agreement for each phase.

10 Transportation Demand Management (TDM)

- 10.1 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner shall prepare a Transportation Demand Management Plan (TDM Plan), for review and approval by the Town that will outline a strategy, for the subject area, that will improve available transportation options, reduce auto dependence and increase the mode share of non-auto modes. The Owner shall covenant and agree in the subdivision agreement for the first phase and subsequent phases to implement the recommendations of the TDM plan, which shall be binding on future owners of the development blocks and condominium corporations.
- 10.2 The subdivision agreement shall include warning clauses regarding requirements of the TDM Plan that future owners shall implement. Requirements of the TDM Plan may include, but not be limited to, registration and participation with Smart Commute 407-7 or similar transportation management associations, provision of shuttle bus and other transit services, reduced parking standards, provision of car share facilities/membership, provision of transit use incentive programs, unbundling the sale of parking spaces from the residential unit, and the provision of enhanced pedestrian and cyclist facilities.
- 10.3 The owner acknowledges agrees that the Town may require the TDM Plan to be updated for any phase beyond the first phase to respond to updates to the Secondary Plan and implementing studies/plans/guidelines, and Town and Public Agency requirements.

11 Non-motorised travel (cycling, walking and wheeling)

- 11.1 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner and Aryeh Construction Limited shall submit a comprehensive plan for the Centre North Precinct for review and approval by the Town (Director of Engineering) illustrating how the transportation system will accommodate bicycle usage and pedestrian activity within Markham Centre, and in the context of the **Markham Cycling, Pathways and Trails Master Plans**, how the system would connect to the overall bicycle and pedestrian network. The Owner shall covenant and agree in the subdivision agreement for the first phase and subsequent phases to implement the recommendations of the comprehensive plan.

12 Noise

- 12.1 Prior to execution of a subdivision agreement for any phase of the Draft Plan, the Owner shall submit a preliminary Noise Impact Study, prepared by a qualified noise consultant, for the applicable phase, with recommended mitigation measures for noise generated by road traffic and other identified noise sources, 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 preliminary Noise Impact Study.

- 12.2 The Owner shall covenant and agree in the subdivision agreement to incorporate noise warning clauses such that owner of each development block shall be required to carry out detailed noise studies at the site plan application stage and to implement recommendations from such studies.

13 Stormwater Management

- 13.1 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner and Aryeh Construction Limited shall update the Master Environmental Servicing Plan (MESP) titled "Master Environment Servicing Plan for the Central North Precinct 5 Markham Centre", prepared by SCS Consulting Group Ltd., dated May 2009, and submit it to the Town (Commissioner of Development Services) and the TRCA for review and approval.
- 13.2 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner shall submit detailed designs for the proposed stormwater management facilities to be located on Blocks 19 and 20 of the Draft. The designs shall be prepared by a qualified engineer, in accordance with the accepted stormwater management study and Town's and the TRCA's requirements. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the accepted stormwater management study and the detailed designs. The Owner shall acknowledge and agree in the subdivision agreement that it shall construct the proposed stormwater management facilities and overland routes, provide any easements or lands for stormwater and overland flow purposes free of all costs and physical and title encumbrances, to the satisfaction of the Town Solicitor.
- 13.3 Prior to execution of the subdivision agreement for any phase 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 approval by the Town and the TRCA.
- 13.4 Prior to release for registration of any phase of the Draft Plan, the Owner shall provide a sample monitoring and periodic maintenance program for review and acceptance by the Director of Engineering. The Owner shall covenant and agree in the subdivision agreement to include warning clauses to be registered on title regarding ownership, monitoring, operations, Town's right to access and inspect, compliance requirements, and periodic maintenance program of private stormwater management facilities by the future condominium corporations.
- 13.5 Upon registration of the applicable phase of the plan of subdivision, the Owner shall convey Blocks 19 and 20 to the Town, for stormwater management purposes, free of all costs and physical and title encumbrances, to the satisfaction of the Town and the TRCA.

- 13.6 The Owner shall covenant and agree in the subdivision agreement to obtain approval of Site Alteration Plans in accordance with the Town's Standards and all applicable guidelines prior to proceeding with any on-site works and more particularly topsoil stripping.
- 13.7 The Owner shall covenant and agree in the subdivision agreement to replace, at its sole cost and expense, the conveyance function of the Flaska Ditch with appropriately sized storm pipes from north side of Highway 7 discharging to the Rouge River at no cost to the Town. The storm pipe shall convey flows up to the 100-years storm event from the drainage area north of the Highway 7 as per the accepted MESP.

14 Environmental Site Assessment (ESA)

- 14.1 Prior to the execution of the subdivision agreement for each phase of the Draft Plan, the Owner shall submit an environmental site assessment report(s) prepared by a Qualified Person for the applicable phase in accordance with the Record of Site Condition Regulation (O. Reg. 153/04). The report(s) shall describe the current conditions of the land to be conveyed to the Town and any proposed remedial action plan, for peer review and concurrence. The Owner shall pay all costs associated with the Town retaining a third-party reviewer for the peer review service.
- 14.2 At the completion of any necessary site remediation process, the Owner shall submit certification from the Qualified Person that the necessary clean up has been carried out and that the land to be conveyed to the Town meets the Site Condition Standards of the intended land use.
- 14.3 The Owner shall file a Record of Site Condition on the Provincial Environmental Site Registry for the land to be conveyed to the Town.
- 14.4 The Owner shall covenant and agree in the subdivision agreement that if during construction of any infrastructure or building within the subdivision contaminated soils are discovered, the Owner shall submit a further remedial action plan to the Town for peer review and concurrence prior to carrying out the clean up, to the satisfaction of the Director of Engineering.
- 14.5 Prior to execution of the subdivision agreement, the Owner shall provide a letter of credit, in an amount to be determined by the Director of Planning and Urban Design, to ensure compliance with the provisions of this Section.

15 Monitoring of Stormwater Management Facilities in Blocks 19 and 20

- 15.1 The Owner shall covenant and agree in the subdivision agreement for the applicable phases to submit a detailed stormwater management facility (SWM Facility) monitoring and evaluation program to the Director of Engineering for review and acceptance. The Owner agrees to monitor the SWM Facilities as per the accepted program for a period of five (5) years from the date of operation of the facility.

- 15.2 The Owner shall submit bi-annual monitoring reports and a Final Report at the end of monitoring period. The Final Report shall determine future inspection and maintenance requirements of the SWM Facilities. The Director of Engineering may further extend the monitoring period up to an additional two (2) years, if in his opinion, further monitoring is necessary.

16 Well Monitoring Program and Mitigation Plan

- 16.1 Prior to execution of the subdivision agreement or start of construction, whichever is earlier, of the applicable phase, the Owner shall investigate any existing water wells within 500m of the boundary of the Draft Plan or any phase thereof (Zone of Influence). If the investigation shows that there are active water wells, the Owner shall submit a well monitoring program and mitigation plan to the Director of Engineering for review and acceptance.
- 16.2 If there are active water wells, the Owner shall covenant and agree in the subdivision agreement to provide financial securities to ensure the well monitoring program and mitigation plan are implemented and to implement the recommendations prior to any dewatering activity.

17 Municipal Services

- 17.1 The Owner shall acknowledge and agree in the subdivision agreement that final approval of the Draft Plan shall be subject to adequate sanitary sewer capacity and water supply being allocated to the Draft Plan by Town Council.
- 17.2 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner shall prepare, to the satisfaction of the Director of Engineering, 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(s).
- 17.3 The Owner shall covenant and agree in the subdivision agreement that they shall 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 Director of Engineering.
- 17.4 Prior to execution of the subdivision agreement for any phase 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, pavement marking and signage plans, stormwater management detail plans, etc. to the satisfaction of the Director of Engineering.

- 17.5 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 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.
- 17.6 The Owner shall acknowledge and agree in the subdivision agreement that, notwithstanding that the Town may approve an interim servicing connection for a portion of the lands/development within the Draft Plan, no building permits will be issued for any development beyond that which can be adequately serviced by the interim connection, and that prior to the issuance of further building permits a sanitary sewer on Highway 7 to service the balance of the lands in the Draft Plan or remaining phases, must be constructed and operational to the satisfaction of the Director of Engineering and a further servicing allocation approved by Council.
- 17.7 The Owner shall covenant and agree to pay \$200.00 per unit as its proportionate share for the cost of the Highway 48 Flow Control System which is required to create the sanitary sewer capacity for this Plan of Subdivision.
- 17.8 The Owner covenants and agrees to size the sanitary sewer on Highway 7, as required by the Director of Engineering from Main Street to Warden Avenue. The Owner agrees not to seek any compensation for oversizing of the sewers for the existing residential community North of Highway 7 and East of Warden Avenue. The Owner acknowledges that future reimbursement for the sewer oversizing to accommodate redevelopment of the Civic Centre is subject to Markham Council approval.

18 Recycling (waste management to confirm)

- 18.1 The Owner shall covenant and agree in the Subdivision Agreement to:
- purchase from the Town two recycling containers upon application for occupancy permits so that each purchaser may participate in a waste diversion program;
 - ensure that the containers and educational materials are deposited in each home on or before the day closing;
 - contact the Town at least four weeks in advance of occupation to arrange an appointment time in which blue boxes, green bins and kitchen collectors are to be collected by the Owner;
 - pay the Town the cost for the containers and units. 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.

19 Development Charges

- 19.1 The Owner covenants and agrees to pay all Area Specific and Town-Wide Development Charges at the subdivision agreement stage or in the case of a Site Plan application, at the Site Plan Agreement stage as per the Development Charge By-law in place at the time of

approval.

- 19.2 The Owner covenants and agrees to provide written notice of all development charges related to the subdivision development, including payments made and any amounts owing, to all first purchasers of lands within the plan of subdivision at the time the lands are transferred to the first purchasers.

20 Easements

- 20.1 The Owner shall grant required easements to the appropriate authority for public utilities, drainage purposes or turning circles, upon registration of any phase of the Draft Plan. Any off-site easements and works necessary to connect watermain, storm and sanitary sewers to outfall trunks and stormwater management facilities shall be satisfactory to, and dedicated to, the Town.

21 Utilities

- 21.1 Prior to execution of the subdivision agreement for any phase of the Draft Plan, the Owner shall prepare an overall utility distribution plan (Composite Utility Plan), if required by the Town, to the satisfaction of the Town and all affected authorities.
- 21.2 The Owner shall covenant and agree in the subdivision agreement that hydro electric, telephone, gas, district energy, Canada Post 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.
- 21.3 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 individual buildings within the subdivision as and when each building is constructed.
- 21.4 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including Canada Post, Markham Hydro, Markham District Energy, Enbridge Gas, telecommunications companies, etc. and to undertake to provide the services in a manner which complies with approved streetscape design criteria for Markham Centre, and which serves to minimize the exposure of above grade service structure/equipment.
- 21.5 The Owner shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the 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 approved streetscape design criteria for Markham Centre.

- 21.6 The Owner shall covenant and agree in the Subdivision Agreement to construct streets in accordance with municipal standards; grade all streets to final elevation prior to the installation of the gas lines, and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution Inc. or other gas distribution supplier, and the Town.
- 21.7 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.
- 21.8 The Owner shall covenant and agree in the subdivision agreement to enter into any agreement or agreements required by any applicable utility companies, including PowerStream, Enbridge, telecommunications companies, etc.
- 21.9 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 release for registration of any phase of the draft plan 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.

22 Fire Department

- 22.1 The Owner shall covenant and agree in the subdivision agreement to:
- provide watermains which are of a size that is acceptable to the Fire Department to meet requirements for firefighting purposes.
 - provide fire hydrants spaced at intervals satisfactory to the Fire Chief or his designate.
 - provide two water supply connections, to the satisfaction of the Fire Chief, or his designate, to ensure adequacy and reliability of water supply at all times for firefighting purposes.
 - provide two means of access, independent of one another, into the development to ensure access for Fire Department vehicles under all conditions to the satisfaction of the Fire Chief or his designate.

23 Place of Worship

- 23.1 In accordance with Town of Markham policy regarding the reservation of sites for places of worship, one place of worship site is required within the draft plan. Given the urban

nature of this development, the Town and the Owner agree that the required place of worship should be accommodated within a mixed-use building, rather than being on a separate block.

- 23.2 Prior to the execution of the subdivision agreement for the first phase of the Draft Plan, the Owner shall enter into an agreement with the Town to secure the Owner's commitment to accommodate the required place of worship that the place of worship within the Draft Plan.

24 Section 37 Contribution

- 24.1 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner shall enter into a Section 37 Agreement with the Town regarding a financial or in-kind contribution equivalent to \$XX for the provision of community services.
- 24.2 The Owner is advised that the Town has identified a potential requirement for a satellite community centre facility within the Draft Plan. This facility could be accommodated within either a mixed-use building or a commercial building.

Urban Design

25 Tree Preservation

- 25.1 The Owner shall submit a Tree Inventory and Preservation Plan, 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 a subdivision agreement for any phase or portion of the draft plan of subdivision or prior to requesting and prior to issuance of any site alteration permits and prior to the issuance of site plan approval for any applicable phase of development. The Tree Inventory and Preservation Plan shall follow the guidance contained in the Town's Streetscape Manual 2009 are subject to review and approval by the Town.
- 25.2 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, location of protective hoarding, final grading, proposed municipal services and utilities, and conceptual building envelopes and driveway locations.
- 25.3 The Owner shall covenant and agree in the subdivision agreement to adhere to the approved Tree Preservation Plan and agree in the subdivision agreement to obtain written approval of the Director of Planning and Urban Design prior to the removal of any trees within the area of the draft plan.
- 25.4 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.

26 Design Guidelines

26.1 Prior to execution of the subdivision agreement for the first phase of the Draft Plan, the Owner and Aryeh Construction Limited shall finalise the Precinct Plan by addressing the following design elements of the Plan in context of the Phasing Plan to satisfaction of the Town:

- Complete community Circulation Plan to include public and private street network, cycling plan, pedestrian routes and facilities (including public access easements, mid-block connections and access to transit);
- Open Space Plan to include public and private open space network;
- Parking Plan to illustrate short-term and long-term parking strategies;
- Social and Cultural facilities plan and strategy;
- Design guidance for sites in transition and interim uses;
- Public Realm strategy; and
- Public Art strategy.

26.2 Prior to execution of the subdivision agreement for the first phase, the Owner and Aryeh Construction Limited shall prepare the Centre North Community Urban Design Guidelines for review and approval of the Director of Planning and Urban Design. The Urban Design guidelines shall contain guidance for the development and shall be included in the finalized Precinct Plan. The guidance shall address, but shall not be limited to, the following issues:

- Creating sense of place and identity;
- Achieving human scale of development;
- Consideration for solar orientation, microclimate (including wind), views and view corridors, the existing site topography and future adaptability of development;
- Providing/creating transition between uses;
- Creating quality pedestrian environment and opportunities for social interaction;
- Mitigating appearance of the above-grade parking facilities;
- Minimising vehicular access across main pedestrian and bicycling routes;
- Providing usable private open spaces for residents;
- Providing well-designed publicly accessible open spaces;
- Providing quality architectural detailing and quality exterior materials for new development;
- Contributing to urban forest and high level of landscaping based on principles of local ecosystems; creating opportunities for urban gardens;
- Screening of utilities, garage vents and service areas, noise mitigation,
- Following the principles of inclusive design;
- Including principles of heritage commemoration and reference;
- Improving personal safety and security.

- 26.3. The owner acknowledges agrees that the Town may require the Design Guidelines to be updated for any phase beyond the first phase to respond to updates to the Secondary Plan and implementing studies/plans/guidelines, and Town and Public Agency requirements.

27 Community Landscape

- 27.1 Prior to final approval of the draft plan or any phase thereof, the Owner shall prepare at no cost to the Town and submit Community Landscape Plan based on the finalized Precinct Plan and the applicable streetscape standards, to the satisfaction of the Director of Planning and Urban Design. The Plan is to be prepared by a qualified landscape architect in good standing with the O.A.L.A. and shall include the following:
- Boulevard design and street tree planting in accordance with Markham Centre Streetscape Standards and Streetscape Manual 2009;
 - Streetscape along Highway 7, Warden Avenue, and Street "G";
 - Any other landscaping as determined by the Precinct Plan and approved Site Plans;
 - Grading and composite utility information;
 - Street furniture and lighting details;
 - Proposed public art locations and details;
 - Future transit stops locations and details.
- 27.2 Prior to final approval of the draft plan or any phase thereof, the Owner covenants and agrees to provide a phasing plan for Community Landscape and Implementation Strategy and Plan. The phasing plan is to include triggers for the installation of upgraded landscape and streetscape works based on the finalized Precinct Plan and the approved Phasing Plan.
- 27.3 The Town recognises that the final streetscaping and landscaping will be phased and there may be the need for an interim treatment for the public right-of-way. The Owner covenants and agrees that any interim treatment that does not conform to the Community Landscape Plan shall be fully removed and replaced at the Owner's expense in accordance with the Community Landscape Plan.
- 27.4 The Owner covenants and agrees that the detailed design and construction management of all landscaping shall be at no cost to the Town and in accordance with the provisions of the approved landscape plans.
- 27.5 Streetscaping and landscaping shall be completed by the Owner at its expense and shall be in accordance with the approved Community Streetscape Plan, subject to detailed site plans approved by the Town. The Owner agrees to pay for all landscaping requirements including street tree planting adjacent to and for planting of the medians in accordance with the Community Landscape Plan. This payment shall be made at the time of execution of the Site Plan Agreement for each phase of development to the satisfaction of the Commissioner of Development Services.

- 27.6 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 the approved Community Landscape Plan and Implementation Plan.
- 27.7 The owner acknowledges agrees that the Town may require the Community Landscape plan to be updated for any phase beyond the first phase to respond to updates to the Secondary Plan and implementing studies/plans/guidelines, and Town and Public Agency requirements.

28 Public Parks

- 28.1 The Owner covenants and agrees to enter into the finalised Markham Centre Parkland Delivery Agreement prior to execution of the subdivision agreement for the first phase or to prepare and enter into alternate Centre North Parkland Delivery Agreement to satisfaction of the Town Solicitor and the Commissioner of Development Services prior to execution of the subdivision agreement for the first phase.
- 28.2 The Owner shall convey Block 9, Block 10, Block 11, Block 14, Block 19, Block 15, Block 17, Block 18 and Block 20, as amended in accordance with these conditions and with the provisions of the finalized Precinct Plan, to the Town for park purposes, free of all costs and physical and title encumbrances, save and except those permitted circumstances, and in accordance with the finalised Markham Centre Parkland Delivery Agreement or the Centre North Community Park Delivery agreement. These Blocks shall be conveyed in a physical condition which is satisfactory to the Town. The timing and conditions to be met by the developer prior to the land being conveyed to the Town shall be outlined in the Delivery Agreement to satisfaction of the Town Solicitor and the Commissioner of Development Services. The Agreement shall include requirements related to interim physical conditions, interim public use and private maintenance obligations for the future public park blocks prior to the time of conveyance.
- 28.3 The Town and owner acknowledge that certain lands outside of this plan of subdivision known as 8263 Warden Avenue may be conveyed to the Town for parks purposes, free of all costs and physical and title encumbrances, with an appropriate parkland credit being assigned to this plan of subdivision to reflect the tableland component of the conveyance. The tableland component of the conveyance will be determined through consultation with the TRCA and submission of an appropriate survey to the satisfaction of the TRCA and Town.
- 28.4 The Owner acknowledges that the parkland dedication requirements have been established based upon the finalised Precinct Plan and that additional cash-in-lieu for parkland dedication may be required at the time of review and approval of subsequent planning applications and/or proposals, should the person-per-unit calculations increase or the mix of commercial and retail floor area change or any amendments are made to the finalised Precinct Plan.
- 28.5 The Owner acknowledges and agrees that the determination of value of the required parkland for each phase shall be determined at the time of registration of the applicable

phase consistent with the values set at the time by the Town, provided the Owner is a member in good standing of a recognized landowners group.

- 28.6 The Town reserves the right to require, as an alternative or in the event that the Owner fails to comply with any of the conditions outlined herein, 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.
- 28.7 The Owner proposes to convey the surface strata of Blocks 9, 10 and 11 to the Town for public park use and retain the below grade strata for private use. The Town will accept conveyance of these blocks as public parks, subject to the conditions outlined herein.
- 28.8 The Owner covenants and agrees to enter into Maintenance, Easement and Continuing Indemnity Agreement for each of the blocks with encumbrances to satisfaction of the Town Solicitor.
- 28.9 The Owner covenants and agrees to enter into agreements with the Town, to the satisfaction of the Town Solicitor and the Commissioner of Development Services, to be registered on title to each of the blocks, to secure arrangements for the park development process, design elements, engineering details, any required additional studies and the process for conveyance of the blocks for public parks in accordance with the finalised Precinct Plan, the Park Delivery Agreement, and Phasing Plan.
- 28.10 All park blocks shall be conveyed in a physical condition which is satisfactory to the Director of Engineering and Director of Planning and Urban Design.
- 28.11 The Owner agrees to complete to the Town's satisfaction the Final Park Plans in accordance with the finalised Precinct Plan, Phasing Plan and Park Delivery Agreement in consultation with the Town and the public, and prepare contract documents, cost estimates and supervise construction to the satisfaction of the Town.
- 28.12 The Owner shall covenant and agree in the subdivision agreement to post approved copies of any Conceptual Park Development Master Plans for the park blocks in all sales offices for dwelling units within the draft plan of subdivision.
- 28.13 The Owner agrees to implement construction of the public parks per the applicable agreements and acknowledges that should the works not be completed 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, including a 10% Contract Administration fee.
- 28.14 The Owner agrees to install interim landscaping in accordance with the finalised Precinct Plan, Park Delivery Agreement and Phasing Plan, if required, for the park blocks and adjoining future building phases. The Owner agrees to be responsible for all costs associated with maintaining any interim landscaping on the park blocks and adjoining future building phases. The Owner agrees that should be maintenance works not be implemented 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, including a 10% Contract Administration fee.
- 28.15 The Owner agrees to be responsible for the maintenance of the park to Town standards from the time it is built until such time as the Town has assumed the park or parts of the

park for maintenance. Prior to the Town accepting the park for maintenance, the Owner shall enter into agreements relating to the maintenance of the interface between the public and private lands.

- 28.16 The Owner agrees to tender out all phases of construction of the park works in accordance with Markham's Purchasing By-law.

Public Agencies

29 Bell Canada

- 29.1 Prior to the execution of the subdivision agreement for the first phase, the Owner shall enter into an agreement (Letter of Understanding) with Bell Canada complying with any underground servicing conditions imposed by the municipality, and if no such conditions are imposed the owner shall advise the municipality of the arrangement made for such servicing.

The Owner shall provide to Bell Canada one or more conduit or conduits of sufficient size from each unit to the electrical room and one or more conduits from the electrical room to street line.

30 Canada Post

- 30.1 The Owner shall covenant and agree in the subdivision agreement to facilitate the construction of Canada Post facilities at locations and in manners agreeable to the 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 approved streetscape design criteria for Markham Centre.

Prior to execution of the subdivision agreement for any phase of the draft plan, the Owner will consult with Canada Post Corporation and work co-operatively with the Town to identify suitable locations for Canada Post facilities, such as within or adjacent to buildings.

31 Enbridge Consumers Gas

- 31.1 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 Consumers Gas; and
 - coordinate the preparation of an overall utility distribution plan to the satisfaction of all effected authorities.

32 Markham District Energy

- 32.1 Prior to release for registration of any phase of the draft plan, the Owner shall enter into an agreement with Markham District Energy for the provision of a centralized heating and cooling system for all buildings in the draft plan. Prior to execution of the subdivision agreement for any phase, the design of the District Energy network and trench requirements in all right-of-ways shall be reviewed and approved by the Director of Engineering in consultation with Markham District Energy.

33 Powerstream

- 33.1 Prior to release for registration of any phase of the draft plan, and at least 9 months prior to construction of the subdivision, the Owner shall contact Powerstream to review the proposed development draft plan, and provide Powerstream with all required information including draft plans of subdivision, legal plans, the legal name of the subdivision and developer, and any additional information required by Powerstream to design and estimate the costs of electrical services required for the subdivision.

34 Regional Municipality of York

35 Toronto and Region Conservation Authority

36 Transport Canada

- 36.1 Prior to the release of any lands for development the Owner shall confirm that the proposal complies with Transport Canada's height requirements for the Buttonville Airport, and any other applicable height regulations, shall incorporate any noise warning clauses in purchase and sale agreements, and any other applicable requirements dealing with matters such as waste disposal and lighting, and comply with the provisions of any Clearance Form which may be issued.

37 York Region District School Board

38. External Clearances

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 Conditions 43.1 to 43.X have been satisfied.
- (b) The Toronto and Region Conservation Authority shall advise that Conditions 44.1 to 44.X have been satisfied.
- (c) The York Region District School Board shall advise that Conditions 46.1 to 46.X have been satisfied.
- (d) The Ministry of Culture shall advise that Condition 7.1 has been satisfied.

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)

ISSUED: XXXX, XX, 2010

XXXXXXXXXXXXXXXXXXXXX

Director of Planning and Urban Design