

Appendix "A"

CONDITIONS OF APPROVAL

**DRAFT PLAN OF SUBDIVISION (SUB-2021-01)
SHINING HILL ESTATES COLLECTION INC.**

**162, 306, 370, 434 and 488 St. John's Sideroad,
legally described as the following:**

**Part of Lot 86, Concession 1 (King), Part 1, PL 65R-26049 Aurora
Part of Lot 86, Concession 1 (King), Part 2, PL 65R-37588 Aurora
Part of Lot 86, Concession 1 (King), Part 2, PL 65R-36724 Township of King
Part of Lot 86, Concession 1 (King), Part 1, PL 65R-37588 Aurora
Part of Lot 86, Concession 1 (King), Part 1, PL 65R-36724 Township of King
(the "Lands")**

DRAFT PLAN APPROVAL AND THE FOLLOWING DRAFT PLAN CONDITIONS LAPSE AT THE EXPIRATION OF THREE YEARS FROM THE DATE THAT THE DRAFT PLAN OF THE LANDS HAS BEEN APPROVED BY COUNCIL, BEING MARCH 7, 2023. PROVIDED THAT DRAFT PLAN APPROVAL HAS NOT LAPSED, COUNCIL MAY, AT ITS SOLE DISCRETION, EXTEND THE APPROVAL.

THE CONDITIONS OF AURORA COUNCIL THAT SHALL BE SATISFIED BY THE OWNER OF THE LANDS (THE "OWNER") PRIOR TO THE RELEASE FOR REGISTRATION OF ANY M-PLAN OF THE LANDS (THE "PLAN"), ARE AS FOLLOWS:

Planning Division Conditions

- 1) The final draft plan prepared by Malone Given Parsons dated March 8, 2021, with respect to the creation of eighty seven (87) single detached lots, five (5) townhouse blocks (21 units), additional blocks for school, park, trailhead/SWM, servicing, access to school, vistas/open space, overland flow, road widening, temporary emergency access purposes, and four (4) streets on a plan of subdivision (the "Draft Plan") and associated conditions of Draft Plan approval shall be amended to the satisfaction of the Planning Division, if revisions are required to implement or integrate any recommendations resulting from studies required as a condition of Draft Plan approval. Further, minor redline revisions to the Draft Plan may also be required to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to the Draft Plan.
- 2) Prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Planning Division, the final draft M-Plan in the following form:
 - a) an electronic and hardcopy version of the signed white paper print approved by the Land Registry Office for registration;
 - b) one (1) original mylar;
 - c) two (2) mylar duplicates; and
 - d) three (3) white paper prints, one (1) of which contains an A.O.L.S form.
- 3) Prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Planning Division, an electronic and hardcopy version of the signed final draft Reference Plan(s) as approved by the Land Registry Office for registration.

- 4) Prior to the release for registration of the Plan, the Owner shall enter into and execute agreement(s) with The Corporation of the Town of Aurora agreeing to satisfy all conditions, legal, financial (including fees and securities) and otherwise of the Town (collectively the "Development Agreement"). The Development Agreement and related documents shall be registered on title against the Lands, as provided for in the *Planning Act*, and, if applicable, at the sole expense of the Owner.
- 5) Prior to the execution of the Development Agreement, the Lands shall be:
 - a) appropriately designated in the Official Plan by an official plan by-law that has come into effect in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, as amended (the "*Planning Act*"); and
 - b) appropriately zoned by a zoning by-law that has come into effect in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, as amended (the "*Planning Act*"), including any terms under which the Town's Council will consider the removal of a holding "H" symbol, if applicable.
- 6) Prior to the execution of the Development Agreement, the Owner shall submit a Green Building and Development Report related to environmental protection, energy efficiency, solar gain, energy technologies, water conservation, green materials and waste reduction, reduction of noise pollution, indoor air quality and residential information/education package to the satisfaction of the Planning Division. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations of the report.
- 7) Prior to the execution of the Development Agreement, the Owner shall submit a final environmental impact study/natural heritage evaluation to the satisfaction of the Planning Division and Lake Simcoe Region Conservation Authority and in accordance with the *Endangered Species Act*, 2007, S.O. 2007, c.6. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations of the study/evaluation. In addition, the report is to include:
 - a. The Owner shall construct nesting kiosks for Barn Swallows, providing approximate locations of 16 nest cups on the subject lands.
- 8) Prior to the execution of the Development Agreement, the Owner shall submit final urban design guidelines for the design and construction of all residential dwelling units, walkways, landscaping and all other elements on the Plan to the satisfaction of the Planning Division. A clause shall be added to the Development Agreement stating that the Owner shall strictly carry out or cause to be carried out any and all the recommendations of the guidelines.
- 9) Prior to the execution of the Development Agreement, the road allowances on the Plan shall be named to the satisfaction of the Planning Division and the Region of York.
- 10) A clause shall be added to the Development Agreement stating that the Owner shall erect and maintain signs on any vacant land within the Plan indicating the designated or proposed use of all lots and/or blocks (including temporary turning circles) on the Plan, other than those lots designated for residential purposes.

- 11) Prior to the release for registration of the Plan, the Owner shall satisfy any requirements in accordance with: a) the Town's Parkland/Cash-in-lieu By-law, as amended or successor thereto and applicable policies; and b) any related Parkland Agreements imposed by the Town.

- 12) A clause shall be added to the Development Agreement stating that prior to the Owner offering any lots or blocks on the Plan for sale, the Owner shall obtain the written approval from the Planning Division of the following information with respect to the location of sales trailers, display plans and other information to be used for sales and/or marketing purposes, which information and related materials are required to be kept up-to-date to reflect the most current approvals, and/or submissions related to the Plan, and/or engineering design drawings, and other such matters as may be required by the Planning Division:
 - a) the latest version of the approved Plan(s) or registered Plan(s), including any phasing;
 - b) the Draft Plan and adjacent lands including all sidewalks and walkways, community mail boxes, parks by type (including all recreational facilities to be provided), schools, churches, open space areas, trails, environmental protection areas, stormwater management ponds, landscaping, entranceway features, noise attenuation measures (both internal and external to the dwelling unit), erosion control facilities, buffer areas, watercourses, and surrounding land uses;
 - c) a copy of the approved zoning by-law for the Lands together with a copy of the executed Development Agreement (as soon as it is available); and
 - d) a copy of the approved grade and utility composite plan showing the location of all community facilities (community mail boxes, bus shelter and stops, street trees, sidewalks, street light poles, hydrants, cable boxes, transformers or any other above grade facilities).

13. A clause shall be added to the Development Agreement stating that the Owner shall include in Offer to Purchase Agreements with prospective purchasers, warning clauses, including, but not limited to the following, if applicable, as required by the Town:
 - a) "Purchasers are advised that the developer is required to undertake and has borne the sole cost of the following items:
 - i) street trees;
 - ii) corner lot fencing as identified on the approved engineering plans;
 - iii) rear lot fencing as identified on the approved engineering plans;
 - iv) noise attenuation fencing and berms as identified in the approved noise impact study and the approved engineering plans;
 - v) fencing (if required) along school blocks, park blocks and environmental protection block(s) as identified on the approved engineering plans; and
 - vi) entry features and fencing (if required) as identified on the approved landscape plans."

 - b) "Purchasers/tenants are advised that:

- i) if sound levels are expected to exceed the noise criteria of the Municipality and the Ministry of the Environment, there may be noise warnings or noise control features associated with certain lots or blocks on the Plan required in accordance with an approved noise study;
- ii) if there are lands adjacent to their lot or block on the Plan which are intended for conservation and naturalization, although they are to remain as much as possible in their natural state, portions may be used for active recreational use, a public trail system and trail amenities, and the Town will not be responsible for pedestrian traffic, night lighting, noise or any inconvenience or nuisance which may present itself as a result of the lands and associated trail system and recreational amenities;
- iii) fence gates and/or other means of access will not be permitted to access adjoining municipal lands (including, but not limited, to municipal lands used for parks, open space, environmental and stormwater management purposes) from residential properties; and
- iv) if retaining walls are installed on their lot or block on the Plan, restrictive covenants may be registered against the title in accordance with the terms of the Development Agreement.”

Legal Services Division Conditions

- 14. Prior to the execution of the Development Agreement, the Owner shall provide a draft Solicitor’s Title Opinion for the Lands to the satisfaction of the Town Solicitor.
- 15. A clause shall be added to the Development Agreement stating that immediately following registration of the Plan, the Owner shall, at the sole cost of the Owner, free of all encumbrances and to the satisfaction of the Town Solicitor: a) grant any and all easements to the Town required for municipal purposes; b) convey any and all lands to the Town required for municipal purposes, including 0.3m reserves; and c) dedicate to the Town as public highways on the Plan, any and all streets and road widenings required for municipal purposes. The Owner shall pay associated fees upon execution of the Development Agreement in accordance with the Town’s Fees and Charges By-law, as amended or successor thereto.
- 16. A clause shall be added to the Development Agreement stating that, immediately following the registration of the Plan, the Owner shall consent to the Town’s registration of an inhibiting order, if required; the Development Agreement; and any ancillary agreements required by the Town, in priority of all encumbrances and at the sole cost of the Owner to the satisfaction of the Town Solicitor. The Owner shall pay associated fees upon execution of the Development Agreement in accordance with the Town’s Fees and Charges By-law, as amended or successor thereto.

Engineering Division Conditions

Private Wells:

17. Prior to the execution of the Development Agreement, the Owner shall provide the Town with a survey and written report to study nearby private wells on lands external to the Plan, including information on water quality and quantity. Water sampling and analysis on external lands shall be completed at selected wells where existing water quality concerns are suspected upon obtaining legal access from external land owners. The study shall provide yearly information and a clause shall be added to the Development Agreement stating that the recommendations contained therein shall be carried out by the Owner for a minimum of 2 years after completion of any construction of servicing or until any noted concerns are mitigated.
18. A clause shall be added to the Development Agreement stating that the Owner shall retain a hydrogeological consultant to monitor the groundwater table and submit for the Town's approval a letter report of the findings and conclusions prior to any site alteration within the Plan, and on a yearly basis, which summarizes and identifies groundwater fluctuations, if any, and provides qualified justification for possible fluctuations including recommendations to mitigate construction impacts, if any. A further clause shall be added to the Development Agreement stating that if as a result of carrying out the monitoring and design, modifications are recommended, the Owner shall, at its own expense, provide for such modifications to the satisfaction of the Director.
19. A clause shall be added in the Development Agreement stating that the Town may require the Owner to provide confirmation that there will be no future ground source heat pump installations involving wells associated with the Plan and that all existing private wells on the Plan will be located and properly abandoned.
20. A clause shall be added to the Development Agreement stating that the Owner shall properly abandon and plug any unused wells on the Plan in accordance with the *Ontario Water Resources Act*, R.S.O.1990, c. O.40, and R.R.O. 1990, Reg. 903.

Stormwater Management:

21. A clause shall be added to the Development Agreement stating that the Owner shall convey at no cost and free of encumbrances to the Town, the blocks on the Plan for stormwater management purposes to the satisfaction of the Town's Engineering Division.
22. Prior to the execution of the Development Agreement, the Owner shall submit a detailed stormwater management report to substantiate that the Lands meet the current stormwater balance, quantity and quality requirements in accordance with the latest Ministry of Environment guidelines and the Town's Infrastructure & Environmental Services Department Policy #68 (Stormwater Management Pond and Pond Block Design, Safety and Maintenance) to the satisfaction of the Engineering Division. The Owner shall meet the stormwater management control targets to protect surface and ground water and other natural resources in accordance with the criteria and objectives set out in the Town's master plan for stormwater management. The Owner shall also provide a separate operations and maintenance manual quantifying the frequency of inspections and maintenance requirements and costs for individual items and areas of the stormwater management system to the satisfaction of the Town. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations contained in the report to the

satisfaction of the Engineering Division. A further clause shall be added to the Development Agreement stating that in accordance with the Town's Policy # 68, the Owner shall pay to the Town upon execution of the Development Agreement a non-refundable cash contribution to be determined by and to the satisfaction of the Town, in accordance with the recommended maintenance and monitoring requirements of the report. The contribution shall provide for the long term operation and maintenance costs of the stormwater management facilities based on a 50-year life cycle cost determined through a present day cost analysis to the satisfaction of the Town.

23. Prior to the execution of the Development Agreement, the Owner shall submit a Stormwater Management Report and a Hydrogeological Report which addresses water balance and phosphorous removal; demonstrates that the post development water balance and phosphorous removal is acceptable; and provides any recommendations required for mitigation to the satisfaction of the Town and the Lake Simcoe Region Conservation Authority. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations/mitigation measures set out in the reports.
24. Prior to the execution of the Development Agreement, the Owner shall submit a salt water management plan. The report shall provide details and methods whereby salt and saltwater is to be prevented from entering the groundwater and creeks to the satisfaction of the Engineering Division and in accordance with the LSRCA requirements for salt water management. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations of the report.

Roads and Municipal Services:

25. Prior to the execution of the Development Agreement, the Owner shall submit a functional servicing report with detailed engineering design drawings and reports for the layout and construction of roads and services (i.e. water, storm and sanitary) in accordance with the Town of Aurora Infrastructure and Environmental Services Design Criteria Manual (with sanitary sewers to be constructed outside of the Region of York's r.o.w.) to the satisfaction of the Engineering Division. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out any and all recommendations of the reports.
26. Prior to the execution of the Development Agreement, the Owner shall submit detailed engineering drawings which will include, but not be limited to, grading control plans (including any retaining walls and details), plan and profile drawings of all underground and above ground services, general plans (notes, above and below ground and updated to conform to current construction requirements to reduce infiltration), drainage plans, composite utility plans (to include above and non-standard below ground utilities, services, driveways and boulevard tree locations, etc. signed as approved by all related utility providers and Canada Post), stormwater management plans, detail plans, erosion and sediment control plans, construction mitigation plan, illumination (to be controlled to the sidewalk and road and being "dark sky" compliant), and signalization plans, if any, etc. to the satisfaction of the Engineering Division. The drawings shall include the details of related works on external lands, where applicable. Any proposed final grading shall eliminate retaining walls, unless approved otherwise by the Engineering Division, and if retaining walls are approved, and when there is the

option, they shall be located on private property instead of public property. Construction details and notes, material descriptions, location and dimensions including top and bottom of wall elevations, heights and length of all retaining walls approved by the Engineering Division shall be provided in the detailed engineering plans stamped by a professional engineer registered in the Province of Ontario. Any approved retaining walls shall include drainage systems with positive outlets, shall not permit surface drainage to drain over the top of wall, unless otherwise certified by a professional engineer.

27. Prior to the execution of the Development Agreement, the Owner shall submit reference plan(s); and engineering details, specifications and recommendations from the Owner's engineer for any retaining walls to be constructed within the Plan for which a building permit is required under the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, and O. Reg. 350/06 (Building Code), (the "*Building Code Act*"), indicating therein any restrictions such as setback limits for structures, in-ground or above ground pools, trees and landscaping etc. to the satisfaction of the Engineering Division. If any such restrictions are identified, a clause shall be added to the Development Agreement stating that the Owner shall register the Restrictive Covenants on title to the restricted lands to the satisfaction of the Engineering Division.
28. Prior to the execution of the Development Agreement, the Owner shall submit a capacity study of the Town's water distribution system to the Lands in order to determine that the proposed development can be adequately serviced to the satisfaction of the Town. As part of the study, should the use of a pressure reducing valve (PRV) be required, consideration should be given to individual PRV's, as well as a review and confirmation of PRV requirements following the water meters.
29. Prior to the execution of the Development Agreement, the Owner shall submit a detailed sanitary sewer capacity study including review of existing sewer conditions in order to determine that the proposed development can be adequately serviced to the satisfaction of the Engineering Division. A clause shall be added to the Development Agreement stating that the Owner shall upgrade or remediate any sewers that the study reports require remediation or upgrading.
30. Prior to the execution of the Development Agreement, the Owner shall submit plans detailing any phasing of construction and development, together with the means by which construction access to the Lands will be gained during any construction or phasing to the satisfaction of the Engineering Division. Should phasing be necessary or requested, a clause shall be added to the Development Agreement stating that the Owner shall comply with the phasing plan and make all builders aware of the phasing plan.
31. A clause shall be added to the Development Agreement stating that construction access may be limited until such time as the first occupancy of any lot or block on the Plan if determined by the Town in consultation with York Region and approved by Central York Fire Services, the Chief Building Official and the Director.
32. At the time of second submission of detailed engineering drawings, the Town, in its sole discretion, may request the Owner to pay engineering fees to the Town in the amount of 1% of the estimated cost of all the works necessary for the construction of the servicing including all grading, drainage and infrastructure works etc., as estimated

- by the consultant for the project. Upon execution of the Development Agreement, the Owner shall pay any additional engineering fees to a total fee of 7% of the estimated cost of all work to the satisfaction of the Engineering Division in accordance with the Town's Fees and Charges By-Law, as amended or successor thereto.
33. A clause shall be added to the Development Agreement stating that the Owner shall submit detailed engineering drawings and be required to construct or pay for the construction of roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with applicable Town policy), underground and above ground services, street lights and illumination, street signs, utilities, storm water management facilities, etc., and any and all other works necessary for the development and servicing of the Lands to the satisfaction of the Engineering Division.
 34. A clause shall be added to the Development Agreement stating that the Owner shall reimburse the Town for snow removal and winter maintenance costs for the roads and sidewalks within the Plan based on the ratio of occupied/unoccupied units/ lots and blocks within the Plan as determined by the Engineering Division.
 35. A clause shall be added to the Development Agreement stating that the Owner shall reimburse the Town for street lighting maintenance costs within the Plan based on the current level of occupancy to the satisfaction of the Engineering Division.
 36. Prior to undertaking any grading within the Plan, and in connection with the Town's issuance of a Site Alteration Permit (if required), the Owner shall submit a lot grading and erosion control plan and other required documentations for any grading within the Plan to the satisfaction of the Town and the Lake Simcoe Region Conservation Authority.
 37. Prior to the execution of the Development Agreement, the Owner shall submit a geotechnical report for review and approval by the Town, which deals with the relative elevations of foundations and footings, the requirements for engineered fill based on existing subsurface conditions, and the requirements for road and municipal services construction, to the satisfaction of the Building Division. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations of the report.
 38. Prior to the execution of the Development Agreement, the Owner shall complete an Environmental Site Assessment in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, O. Reg. 153/04 and O. Reg. 511/95, all as amended, undertaken by a qualified person registered to ensure that the land is suitable for the proposed use. If in the opinion of the qualified person, the Environmental Site Assessment indicates the land may not be suitable for the proposed uses, the qualified person shall so advise the Ministry of the Environment, Conservation and Parks and the Town. Prior to the release for registration of the Plan, the Owner shall do further investigative studies and do all work required to make the Lands suitable for the proposed use.
 39. A clause shall be added to the Development Agreement stating for any land to be conveyed to the Town including roads, storm water management facilities, open space, parks, (ravines and buffer areas/natural heritage system etc.), the Owner shall undertake an environmental audit (under *Environmental Protection Act*, regulation O. Reg. 153/04) and shall, prior to the release for registration of the Plan, obtain any

further investigative studies as necessary to complete all required works to clean the said lands of soil contamination to make the lands suitable for the proposed uses.

40. A clause shall be added to the Development Agreement stating that all lots and/or blocks on the Plan to be left vacant for longer than six (6) months, and all portions of public highways that are not paved, together with all drainage swales, shall be graded, seeded and/or sodded and maintained by the Owner to the satisfaction of the Town.
41. A clause shall be added to the Development Agreement stating that the Owner shall grant easements required by the appropriate authority for public utilities, drainage purposes, turning circles, or any other services as deemed necessary. Any off site easements and works necessary to connect watermains, storm sewers and sanitary sewers to outfall trunks and storm water management facilities on external lands shall be satisfactory to and granted to the appropriate authorities. No works off site or connections to existing infrastructure may be undertaken prior to such approvals and easements being in place.
42. Prior to the execution of the Development Agreement, the Owner shall satisfy the Engineering Division that the services to be installed within, and in conjunction with the Plan will provide for sidewalks which meet the Town's standards along the frontage of the Lands, if required.
43. Prior to the execution of the Development Agreement, the Owner shall submit an internal and external traffic management plan including internal traffic study and updated Pavement Marking and Signage Plan (PMSP) for review and approval by the Engineering Division. A clause shall be added to the Development Agreement stating that all road work and construction shall be completed in accordance with the approved internal traffic study, which shall include works relating to road cross-sections (in accordance with the latest development standards as approved by the Town), parking controls, bike ways, pavement markings, pedestrian crossings, sidewalks, access driveways locations, traffic signage including bicycle route signage on the collector or minor collector road in accordance with the Town's Traffic Demand Management Policy, and other requirements as set out in the said internal traffic study. All traffic control devices (including temporary pavement markings) as specified in the internal traffic study shall be constructed to the satisfaction of the Engineering Division prior to the occupancy of any dwelling. Regardless of any alternative design standards, the right-of-way shall be a minimum of 22 metres.
44. Prior to the execution of the Development Agreement, the Owner shall submit detailed engineering drawings to demonstrate compliance with the Town's standard configuration with respect to all road bends on the Plan to the satisfaction of the Engineering Division.
45. Prior to the execution of the Development Agreement, the Owner shall ensure that all dead end public highways and sides of municipal road allowances requiring restricted access as designated by the Engineering Division, shall be terminated in 0.3 metre reserves to prohibit access at certain locations either temporarily or permanently in the sole discretion of the Town.
46. A clause shall be added to the Development Agreement stating that the Owner shall provide sanitary sewer and storm sewer inspection testing and acceptance in

accordance with the latest standards and certifications of the National Association of Sewer Service Companies. Sanitary sewer inspection testing and acceptance shall be in accordance with York Region Sanitary Inspection, Testing and Acceptance Guideline requirements dated September 2011, as amended from time to time and the requirements of the Town. Storm sewer and manhole inspection testing and acceptance shall be in accordance with the requirements and policies of the Town.

47. A clause shall be added to the Development Agreement stating that the Owner shall retain, at its sole expense, a qualified company acceptable to the Town to provide a video (CCTV) inspection of all sanitary and storm sewers and to prepare a report of the findings and conclusions. The report shall summarize and identify sewer pipe material used in accordance with the Town's and Region of York's specifications as well as any deleterious materials to be cleaned, settlements, or deflections, if any, with qualified justification provided which are stamped by a professional Engineer registered in the Province of Ontario for possible deviation from Region of York, Town and OPS standards and specifications with recommendations to mitigate construction impacts, if any. If as a result of carrying out the video (CCTV) inspection, modifications or rectifications are required, provide for, at its own expense, such modifications or rectifications as required, the Owner shall, at its sole expense and prior to the Town's final release of securities, provide for such modifications or rectifications as required through such means as agreed to by the Town until such CCTV inspection and rectifications, if any, are completed to the satisfaction of the Engineering Division.
48. Prior to the execution of the Development Agreement, that the Owner shall submit an overall composite utility plan showing the location (shared or otherwise) of all required utilities (on-grade, or above-grade or non-standard below grade, including on-site servicing facilities and streetscaping) to the satisfaction of the Engineering Division. The plan shall consider the requirements of those utility providers (including natural gas, hydro, and telecommunications service providers) that will conduct works within the Plan and the respective standards and specification manuals, where applicable, of the utility providers. Utilities shall not be constructed on any portion of the Lands to be either conveyed to the Town or granted to the Town for easement purposes, and where possible, shall be constructed underground within the road allowances or other appropriate easements. The Owner shall advise any telecommunications service provider intending to locate within a municipal right-of-way, of the requirement to enter into a Municipal Access Agreement with the Town, and to satisfy all conditions, financial and otherwise of the Town.
49. Upon execution of the Development Agreement, the Owner shall pay a per unit bulk water fee in accordance with the Town's Fees and Charges By-law, as amended or successor thereto in such amount as prescribed by the Town to the satisfaction of the Director.

Noise Attenuation:

50. Prior to the execution of the Development Agreement, the Owner shall submit a noise attenuation study in accordance with the Ministry of Environment and Climate Control, the Region of York and Town requirements (the Town's max dba is 55dba with no acceptance of the +5dba difference). A clause shall be added to the Development Agreement stating that the Owner shall be responsible to construct, install, maintain, inspect, alter, remove and reconstruct any noise attenuation walls in accordance with

the approved noise study to the satisfaction of the Engineering Division. Attenuation barriers must not be located on Town property and the Town will not accept or provide maintenance of attenuation barriers. Details of the noise attenuation barriers for outdoor living areas, location, dimensions, including top and bottom of barrier elevations, and construction details and notes shall be provided on the detailed engineering plans and approved by the Engineering Division.

51. All attenuation measures and mitigating measures proposed for acoustical purposes shall be approved by the Engineering Division and the Region of York Transportation and Works Department. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the recommendations and measures of the approved noise impact study, including, but not limited to, noise, and, or, vibration control measures and warning clauses to the satisfaction of the Town, in consultation with the Region of York.
52. Prior to the execution of the Development Agreement, the Owner shall submit a noise impact study (environmental noise analysis) prepared by a qualified noise consultant which assesses projected nuisances caused by noise or vibration (as necessary) within the Plan including any recommended mitigation measures for noise generated by the private internal road network, road traffic on external roads or by any other identified source to the satisfaction of the Town's Engineering Division, Chief Building Official and the Region of York, if necessary. The noise impact study shall demonstrate how noise levels can be made to be acceptable in accordance with current Ministry of Environment and Energy guidelines, Provincial standards and Town and Regional policies, and address the long-term functionality and maintenance of any recommended mitigation measures, which are deemed appropriate and acceptable to the Town and the Region of York. The recommendations of the noise impact study shall address the 55dBA limit on all lots, blocks and/or units on the Plan.
53. Upon execution of the Development Agreement, the Owner shall provide securities to the Town in such amount as prescribed by the Town representing fifty percent (50%) of the estimated costs to ensure performance and compliance of all engineering works to the satisfaction of the Engineering Division.

Site Specific Engineering Conditions:

54. A clause shall be added to the Development Agreement stating that the Owner shall obtain written confirmation from the Town of Newmarket to construct at the owners sole cost, a temporary turning circle on the adjoining lands located within the Town of Newmarket in conjunction with the construction of the works for the northern terminus of Street "A" on the Draft Plan in accordance with the Town of Aurora Design Criteria Manual to the satisfaction of the Engineering Division and the Town of Newmarket. A further clause shall be added to the Development Agreement stating that a future maintenance agreement of the turning circle shall be required until such time the as the Town of Newmarket extends the road.
55. A clause shall be added to the Development Agreement stating that the Owner shall pay the Town for the costs for the Town to construct a future sidewalk along St John's Sideroad from the westerly limit of Block 108 on the Draft Plan to Yonge Street, including but not limited to its design, construction, and any environmental reports

- required to determine the best location for the sidewalk's creek crossing(s) to the satisfaction of the Engineering Division.
56. A clause shall be added to the Development Agreement stating that the Owner shall provide ducting for future signalization at Willow Farm Lane and Street "A" on the Draft Plan.
 57. A clause shall be added to the Development Agreement stating that the Owner shall design and pay for all traffic control devices (including temporary pavement markings) to the satisfaction of the Engineering Division.
 58. A clause shall be added to the Development Agreement stating that the Owner shall pay a sanitary sewer model master update fee in accordance with the Town's Fees and Charges By-law, as amended or as approved by the Director.
 59. If the Owner is not required to construct a traffic signal at St. John's Sideroad and Street "A" on the Draft Plan, a clause shall be added to the Development Agreement stating that the Owner shall pay a fee the Town for the costs for the Town to construct a future traffic signal at St John's sideroad and Street "A" on the Draft Plan to the satisfaction of the Director.
 60. A clause shall be added to the Development Agreement stating in the event that Block 102 is required to be a municipal road the owner shall convey Block 102 as a municipal road to the satisfaction to the satisfaction of the Director.
 61. Prior to the execution of the Development Agreement, that the Owner shall submit a Construction Management Plan/Report detailing the construction activities to be implemented during construction to the satisfaction of the Director.

Parks Division Conditions

Public Lands:

62. A clause shall be added to the Development Agreement stating that the Owner shall convey the following lands on the Draft Plan to the Town to the satisfaction of the Parks Division:
 - a) Block 94 for parkland purposes;
 - b) Block 95 for Natural Heritage System/Open Space; and
 - c) Block 96, and Blocks 101,103, 104, 105, 106 & 107, for open space purposes.
63. A clause shall be added to the Development Agreement stating that the Owner shall design and install on-site all necessary utilities and services required by the Town within Block 94 on the Draft Plan, including, but not limited to water, sanitary and storm sewers, and hydro electric services to be installed in accordance with all applicable Town standards; and also pre-grade and provide 300mm of topsoil to the satisfaction of the Parks Division.

Public Lands:

64. A clause shall be added to the Development Agreement, to the satisfaction of the Town, stating that the Owner shall, in regards to the parkland, open space and environmental protection Block(s) on the Plan:
- a) not disturb or otherwise use any portion of these lands for the storage of topsoil or fill materials;
 - b) not encroach into these lands without prior written approval of the Parks Division;
 - c) not alter grades within buffers on these lands;
 - d) provide a forest edge enhancement and management plan addressing invasive species removal, native restoration plantings, and removal of dead or hazardous trees and limbs within these lands;
 - e) install on-site temporary Paige wire protection/silt fencing along the boundaries of these lands prior to any adjacent development disturbance, and maintain in place the temporary fencing for the duration of development construction; and
 - f) restore and revegetate any proposed disturbance or grading activities within these lands with extensive plantings using native species compatible with the surrounding environment.
 - g) install permanent black vinyl chain link fencing in accordance with Town standards, on the municipal side of lot lines for all residential Lots and Blocks adjacent to Town lands;
 - h) include the following warning clauses within all Offers of Purchase and Sale Agreements with prospective purchasers of Lots and Blocks adjacent to Public Lands, advising in a manner satisfactory to the Parks Division:
 - that fence gates and/or other means of access will not be permitted to access public lands from residential properties;
 - that environmental protection/open space blocks are intended for conservation and naturalization, and portions may be used for a public trail system and trail amenities and that these lands are to remain as much as possible in their natural state and the Town of Aurora will not be responsible for any inconvenience or nuisance which may present itself as a result of the natural lands and associated trail system;
 - that parkland blocks near or adjacent to their Lot or Block are intended for active recreational use and there is potential for exposure to night lighting, pedestrian traffic, and noise that may occur from time to time.

Trails:

65. A clause shall be added to the Development Agreement stating that the Owner shall submit a trails plan in accordance with the standards set out in the Town of Aurora Trails Master Plan dated November 2011, to the satisfaction of the Parks Division.
66. A clause shall be added to the Development Agreement stating that the Owner shall identify the adjacent existing trail system and proposed trail connections on display plans within the Sales Office.

Vegetation Management:

67. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out and all recommendations of a vegetation management plan (the "VMP") submitted by the Owner to the satisfaction of the Parks Division, which VMP shall be prepared by a consulting landscape architect in coordination with a certified arborist or registered professional forester, or other environmental specialist, as required, and shall include, but not be limited to, the following:
- a) a detailed vegetation inventory and assessment identifying all vegetation 50mm caliper or greater for individual tree assessments and/or perimeter at canopy of woodland, groups or stands of vegetation; identifying trees and vegetation on adjacent property that may be impacted; and including inventory that identifies species, size and condition;
 - b) identification of all vegetation removals and identification of all protection measures including tree preservation zones for vegetation designated to be preserved; an at-grade impact assessment to support vegetation removals; and/or preservation measures;
 - c) a monetary vegetation appraisal in order to determine compensation planting in accordance with the Town's Tree Removal/Pruning & Compensation Policy;
 - d) provisions for compliance monitoring and protection/mitigation specifications and implementation of all arboricultural requirements for trees designated to be preserved during construction; and provisions for post construction performance monitoring and rehabilitation specifications;
 - e) the Town's minimum tree preservation standards, and for trees in close proximity to existing and proposed residential infrastructure, ensure trees designated to remain are safe, healthy, structurally sound and free of all hazard conditions, and trees in poor or declining health being removed with all Ash (*Fraxinus*) species being designated for removal due to exposure to Emerald Ash Borer;
 - f) coordination with existing homeowners for trees located on property boundaries that require removal with homeowner's approval for removals and coordination, method of removal, and replacement being obtained; and
 - g) a compensation planting plan providing plantings equal to or greater than the appraised value of vegetation designated to be removed within the Plan, which compensation planting shall be completed in addition to the Town's minimum planting standards, and where compensation plantings cannot be provided within the Plan in the full assessed value, the Owner shall pay a fee to the Town equal to the value of the balance of compensation plantings, to the satisfaction of the Parks Division.
68. A clause shall be added to the Development Agreement stating that prior to the commencement of any demolition, topsoil removal, grading or construction activities within the Plan, the Owner shall construct temporary Paige post and wire protection fencing for all vegetation and natural areas to be preserved, in accordance with the VMP; that the Owner shall maintain this fencing in good condition for the duration of development within the Plan; and provide signage panels on protection fencing identifying the purpose of the fencing and indicating no disturbance beyond the fence to the satisfaction of the Parks Division.
69. Prior to the execution of the Development Agreement, the Owner shall only be permitted to remove trees within the Plan upon the execution of an agreement with the

Town with respect to tree removal, preservation, payment of fees, and any such other related items to the satisfaction of the Parks Division.

Landscaping:

70. Prior to the execution of the Development Agreement, the Owner shall submit landscape design plans for approval by the Parks Division detailing landscape works for street tree planting on all road allowances within the Plan. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out the landscape works in accordance with Town standards and to the satisfaction of the Parks Division, or as an alternative, and at sole the discretion of the Town, pay cash-in-lieu of the value of street tree plantings to the Town in accordance with the approved landscape plans to the satisfaction of the Parks Division.
71. A clause shall be added to the Development Agreement stating that the Owner shall, at the time of street tree installations, distribute to each prospective purchaser of lots within the Plan, a copy of the Town's "Boulevard Tree" information brochure. The Owner shall obtain the Brochures from the Parks Division at no cost to the Owner.
72. Prior to the execution of the Development Agreement, the Owner shall submit landscape design plans for all proposed fencing, landscape structures, Development entry features, buffer plantings or any other landscape features required by urban and architectural design guidelines or as required by Town standards, to the satisfaction of the Parks Division. A clause shall be added to the Development Agreement stating that the Owner carry out or cause to be carried out the landscape works.
73. A clause shall be added to the Development Agreement stating that the Owner shall provide consistent and continuous minimum 300mm depth topsoil for all areas associated with tree and shrub plantings within the Plan, to the satisfaction of the Parks Division. These areas shall include all boulevards designated for street tree plantings, storm water management facilities and landscape and grading buffers.
74. A clause shall be added to the Development Agreement stating that the Owner shall provide the Town the with a right of first refusal of surplus topsoil at no cost to the Town prior to topsoil removal within the Plan.
75. A clause shall be added to the Development Agreement stating that the Owner shall perform topsoil testing in accordance with Town standards by an approved agency to determine nutrient availability for all topsoil sources to be utilized within the Plan and that the Owner shall implement fertilizers and soil amendments in accordance with topsoil test recommendations to the satisfaction of the Parks Division.
76. A clause shall be added to the Development Agreement stating that the Owner shall pay a one-time financial contribution for the purposes of supplementing the Town's on-going annual maintenance costs associated with landscape works on municipal lands, such works as required by the Town's standards and/or approved urban and architectural design guidelines. The amount of the contribution shall be equal to twenty-five percent (25%) of the total cost of plant material installed on municipal lands within the Plan, with the exception of naturalization and restoration plantings within the Plan.

77. Upon execution of the Development Agreement, the Owner shall pay landscape fees in accordance with the Town's Fees and Charges By-law, as amended or successor thereto in such amount as prescribed by the Town representing the percentage amount of estimated landscape works provided by the consulting landscape architect and approved by the Town.
78. Upon execution of the Development Agreement, the Owner shall provide securities to the Town, in such amount as prescribed by the Town representing one hundred percent (100%) of the estimated costs to ensure performance and compliance of all landscape works to the satisfaction of the Parks Division.

Building Division Conditions

79. Prior to the execution of the Development Agreement, the Owner shall submit a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the proposed lots, blocks and/or units within the Plan, to the satisfaction of the Chief Building Official.
80. A clause shall be added to the Development Agreement stating that prior to the release for registration of the Plan, the Owner shall obtain a permit under the *Building Code Act* for the decommissioning of any septic system and shall submit a consultant's certificate upon completion of the decommissioning to the satisfaction of the Town's Chief Building Official.
81. A clause shall be added to the Development Agreement stating that prior to the release for registration of the Plan, the Owner shall obtain a permit under the *Building Code Act* for the demolition of any buildings or structures prior to the demolition of said buildings or structures to the satisfaction of the Town's Chief Building Official.

82. York Region Conditions

The Owner shall satisfy all the conditions listed under Schedule A.1 attached hereto and forming part of these Conditions of Approval to the satisfaction of York Region.

83. Lake Simcoe Region and Conservation Authority Conditions

The Owner shall satisfy all the conditions listed under Schedule A.2 attached hereto and forming part of these Conditions of Approval to the satisfaction of the Lake Simcoe Region and Conservation Authority.

84. Central York Fire Services Conditions

- 1) A minimum of temporary street signage must be in place to assist emergency responses prior to construction of buildings.
- 2) All roads must be complete to a minimum base coat and be able to support emergency vehicles with site access and a minimum width of 6m for fire route to be provided and not be impacted by any on street parking acceptable to Central York Fire Services prior to any building construction.
- 3) Access for emergency vehicles shall be maintained at all times during construction.

- 4) Ensure construction materials do not accumulate in the fire access routes during construction.
- 5) Fire Hydrants along with an adequate water supply shall be provided in accordance with applicable municipal design standards and criteria.
- 6) A schedule of Firebreak lots/blocks is submitted to Central York Fire Services for approval prior to construction of buildings. Builders/developers will not make application for building permits for designated firebreak lots/blocks without written release of firebreak designation from Central York Fire Services. The minimum width for a firebreak is 9m. A maximum of six single home lots in a row are permitted to be under construction consequently before a fire break is required. The designation of Firebreak lots shall be included into the Development Agreement.
- 7) The Owner shall covenant and agree in the subdivision agreement that prior to the issuance of Building permits, the Owner shall provide any supporting documentations as required by the Town to the satisfaction of the Central York Fire Services.
- 8) Prior to any servicing or pre-servicing of the site or registration of the Plan, whichever comes first, the Owner shall provide a fire safety design plan to address the response time for all lots within the Plan of Subdivision as required by Central York Fire Services' Fire Master Plan to the satisfaction of Central York Fire Services and the Director of the Town's Planning Division. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement any and all recommendations from the Owner's Fire Safety Design Plan.
- 9) Immediately following registration of the M-Plan the owner shall convey Block 111 to the Town for emergency access purposes and be included in the Subdivision Agreement.
- 10) The owner shall carry out or cause to be carried out all the recommendations in accordance with the Plans which includes the design, construction of an emergency access to the satisfaction of the Director of Planning and Development Services and Central York Fire Services
- 11) The owner shall include a warning clauses within Offer to Purchase and Sale Agreements with perspective purchasers of lots 70 and 79 , that the Town will not be responsible for any exposure to night lighting, noise, pedestrian traffic, emergency vehicles, inconvenience or nuisance which may present itself as a result of the use of the emergency access area.

85. Ministry of Tourism and Sport Conditions

A clause shall be added to the Development Agreement stating that the Owner shall not grade or otherwise disturb the soil on the Lands prior to the Ministry of Tourism Culture and Sport confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

86. Canada Post Conditions

- 1) That the owner covenants and agrees to provide the Town of Aurora with evidence that satisfactory arrangements, financial or otherwise, have been made with Canada Post Corporation for installation of Lockbox Assemblies as required by Canada Post Corporation and as shown on the approved engineering design drawings/draft plan, as the time the sidewalk and/or curb installation. The owner further covenants and agrees to provide communication to prospective purchasers

of the location of the Lockbox Assemblies and that home/business mail delivery will be provided via Lockbox Assemblies or Mailroom.

- 2) The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes or Lock box Assemblies (Mail Room). The developer will then indicate these locations on the appropriate servicing plans.
- 3) The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
- 4) The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
- 5) The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings

- 6) The developer agrees to provide the following for each Community Mail Boxes or Lock Box Assemblies, and to include these requirements on the appropriate servicing plans: (if applicable)
 - a. Any required walkway across the boulevard, per municipal standards
 - b. If applicable, any required curb depression for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications)

87. Alectra Utilities Conditions

The owner/developer shall complete a subdivision application form and enter into a legal binding Offer to Connect (OTC) agreement with Alectra Utilities which outline roles and responsibilities pertaining to the design, installation, energization and servicing of the Electrical Distribution System (EDS) for the subdivision. Design and Installation of the EDS can only commence once all monies, securities, easements and executed OTC have been received by Alectra Utilities. The owner/developer is responsible to provide proof of the executed OTC to the municipality to have this condition met.

Clearances

- 1) The Town's Planning Division shall advise that Conditions 1 to 13 inclusive have been satisfied, stating briefly how each condition has been met.
- 2) The Town's Legal Services Division shall advise that Conditions 14 to 16 inclusive have been satisfied, stating briefly how each condition has been met.

- 3) The Town's Engineering Division shall advise that Conditions 17 to 61 inclusive have been satisfied, stating briefly how each condition has been met.
- 4) The Town's Parks Division shall advise that Conditions 62 to 78 inclusive have been satisfied, stating briefly how each condition has been met.
- 5) The Town's Building Division shall advise that Conditions 79 to 81 inclusive have been satisfied, stating briefly how each condition has been met.
- 6) The Owner shall advise that Region of York Condition 82 has been satisfied, stating briefly how each condition has been met in the related clearance letter.
- 7) The Owner shall advise that Lake Simcoe Region Conservation Authority Condition 83 has been satisfied, stating briefly how each condition has been met in the related clearance letter.
- 8) Central York Fire Services shall advise that Condition 84 has been satisfied, stating briefly how each condition has been met in the related clearance letter.
- 9) The Owner shall advise that Ministry of Tourism Condition 85 has been satisfied, stating briefly how each condition has been met in the related clearance letter.
- 10) The Owner shall advise that Canada Post Condition 86 has been satisfied stating briefly how each condition has been met in the related clearance letter.
- 11) The Owner shall advise that Alectra Utilities Condition 87 has been satisfied, stating briefly how each condition has been met in the related clearance letter.

Schedule A.1

Schedule of Conditions
Draft Plan of Subdivision
SUB-2021-01
(Shining Hill Estate Collections Inc.)
162, 306, 370, 434, 488 St. Johns Sideroad
Town of Aurora

Re: Malone Given Parsons, Project No.: 15-2374, dated March 8, 2021, Revised January 4, 2023

Clauses to be Included in the Town's Subdivision Agreement

1. The Owner shall save harmless the Town of Aurora and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
2. The Owner shall agree to implement all recommendations, including TDM measures and incentives, as recommended in the Transportation Mobility Plan, as approved by the Region.
3. The Owner shall agree that no private vehicular access will be provided to St. John's Sideroad through Blocks 1, 79-87, 96 and 98.
4. The Owner shall agree to construct an in-boulevard active transportation facility on the north side of St John's Sideroad, to the satisfaction of the Region.
5. The Owner shall agree to construct the improvements to the eastbound approach at the intersection of Yonge Street / St John's Sideroad, to the satisfaction of the Region.
6. The Owner shall agree where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region Right-Of-Way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the area municipality. Failure to maintain these landscape features to York Region's satisfaction will result in the area municipality incurring the cost of maintenance and/or removal undertaken by the Region.
7. The Owner shall agree to implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
8. The Owner shall agree that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.
9. The following warning clause shall be included with respect to the lots or blocks affected:

“Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants”.

10. Where noise attenuation features will abut a York Region Right-Of-Way, the Owner shall agree in wording satisfactory to York Region’s Development Engineering, as follows:
 - a. That no part of any noise attenuation feature shall be constructed on or within the York Region Right-Of-Way;
 - b. That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
 - c. That maintenance of the noise barriers and fences bordering on York Region Right-Of-Way’s shall not be the responsibility of York Region.

11. The Owner shall agree to be responsible for determining the location of all utility plants within York Region Right-Of-Way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority’s minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

Conditions to be Satisfied Prior to Final Approval

12. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town of Aurora and York Region.

13. The Owner shall provide to York Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the Town of Aurora:
 - a. A copy of the Council resolution confirming that the Town of Aurora has allocated unrestricted servicing capacity, specifying the specific source of the capacity to the development proposed within this draft plan, or any phase thereof.

 - b. A copy of an email confirmation by a Town of Aurora staff member stating that allocation to the subject development remains valid at the time of the request for regional clearance of this condition.

14. The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services and the Infrastructure Asset Management for record.

15. The Owner shall provide a detail design of the improvements to the north side of St John's Sideroad to provide an in-boulevard active transportation facility from the westerly limits of Phase 2 of Shining Hills to Yonge Street. These improvements shall be designed to Regional standards.
16. The Owner shall provide a detailed design for the improvements to the eastbound approach at the intersection of Yonge Street / St. John's Sideroad, to the satisfaction of the Region.
17. Prior to final approval and concurrent with the submission of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
 - a. Plan and Profile for the York Region road and intersections
 - b. Grading and Servicing
 - c. Intersection/Road Improvements, including the recommendations of the Traffic Report
 - d. Construction Access Design
 - e. Utility and underground services Location Plans
 - f. Illumination Designs
 - g. Line Painting
 - h. Traffic Control/Management Plans
 - i. Erosion and Siltation Control Plans
 - j. Landscaping Plans, including tree preservation, relocation and removals
 - k. Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva
 - l. Functional Servicing Report (water, sanitary and storm services)
 - m. Storm Water Management Report
 - n. Dewatering Discharge Plan
 - o. Water supply and distribution report
 - p. Engineering drawings showing plan and profile views of proposed works related to connections to or crossing of Regional watermain or sewer, including the following, as applicable:
 - Disinfection Plan
 - MOECC Form 1- Record of Watermains Authorized as a Future Alteration
 - q. Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
18. The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Three (3) sets of engineering drawings (stamped and signed by a professional engineer), and MOE forms together with any supporting information shall be submitted to Development Engineering, Attention: Mrs. Eva Pulnicki, P.Eng.

19. The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
20. The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
21. The Owner shall demonstrate, to the satisfaction of Development Engineering that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
22. The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation / Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region Right-Of-Way to be removed, preserved or relocated. The report / plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
23. The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of-Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
24. The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
25. The Owner shall implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
26. Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:
 - a. A widening across the full frontage of the site where it abuts St. John's Sideroad of sufficient width to provide a minimum of 18.0 metres from the centreline of construction of St. John's Sideroad;
 - b. A 15 metre by 15 metre daylight triangle at the northeast and northwest corners of Willow Farm Lane and St. John's Sideroad;
 - c. A 0.3 metre reserve across the full frontage of the site, except at the approved access location, adjacent to the above noted widening, where it abuts St. John's Sideroad and adjacent to the above noted widening; and,

- d. an additional 2.0 metre widening, 30 metres in length, together with a 70 metre taper for the purpose of an westbound right turn lane at the proposed access to St. John's Sideroad.
27. Prior to final approval, the Owner shall provide a solicitor's certificate of title in a form satisfactory to York Region Solicitor, at no cost to York Region with respect to the conveyance of the above noted lands to York Region.
 28. The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the *Environmental Protection Act* and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.

The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region: (i) there are no contaminants of concern, within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; (ii) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and (iii) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands.

The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.

29. The Owner shall demonstrate, to the satisfaction of Development Engineering that Street 'A' shall be designed to intersect St. John's Sideroad at a right angle, or on a common tangent.
30. The the Owner shall demonstrate, to the satisfaction of Development Engineering, that the throat width of Street 'A' shall be designed to accommodate the recommendations of the transportation report approved by York Region.
31. The intersection of St. John's Sideroad and Street 'A' shall be designed to the satisfaction of Development Engineering with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by Development Engineering.
32. Prior to final approval, the Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right-of-Way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
33. For any applications (Site Plan or Zoning By-law Amendment) completed after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.
34. The Owner shall provide an executed copy of the subdivision agreement with the local municipality.
35. The Regional Corporate Services Department shall advise that Conditions 1 to 34 inclusive, have been satisfied.



LSRCA CONDITIONS OF DRAFT PLAN APPROVAL

February 4, 2022

306, 370, 434 and 488 St. John's Sideroad, Town of Aurora
LSRCA File SD-40061-020321

-
- C-1 That this approval is applicable to the Draft Plan of Subdivision prepared by Malone Given Parsons, (March 8, 2021 – Revision Date November 1, 2021) and may be subject to redline revisions based on the detailed technical plans and studies.
- C-2 That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and Municipality:
- a) A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan;
 - i) appropriate flow velocity reduction and erosion protection measures are to be provided for the proposed storm outfalls as per the LSRCA Technical Guidelines for Stormwater Management Submissions
 - ii) the proposed SWM & LID facilities, and associated storm outfalls are to be designed in accordance with the LSRCA Technical Guidelines for Stormwater Management Submissions and the LID and MOE Design Manuals.
 - b) A detailed erosion and sediment control plan;
 - c) A detailed grading and drainage plan;
 - d) A detailed water balance and phosphorus budget in concert with 4.8-DP of the Lake Simcoe Protection Plan and 6.40-DP of the Lake Simcoe Protection Plan if applicable;
 - e) A Detailed Geotechnical Report for the proposed Stormwater Pond;
 - f) A Detailed Low Impact Development (LID) Evaluation demonstrating the means to maximize the use of LID measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2020);
 - g) A Natural Heritage Evaluation
 - h) A Trails Impact Study
 - i) A catchment based water balance which demonstrates how current hydrologic inputs will be maintained post-development.
- C-3 That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the South Georgian Bay Lake Simcoe Source Protection Plan:
- a) Detailed Hydrogeological Report / Water Balance

- b) Compensatory Measures if required
- C-4 That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy:
- a) Phosphorus budget
 - b) Compensatory measures if required
- C-5 That the owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the Municipality.
- C-6 That the owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA and the Municipality.
- C-7 That the owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
- C-8 That the owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Municipality.
- C-9 That prior to final plan approval, the owner shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the *Conservation Authorities Act*.
- C-10 That prior to final plan approval, the Owner shall prepare an Ecological Offsetting Strategy to the satisfaction of the LSRCA.
- C-11 That prior to final plan approval, a restoration planting plan for the vegetation protection zone to natural heritage features shall be prepared to the satisfaction of the LSRCA.
- C-12 That prior to final plan approval, all mitigation measures, such as an edge management plan for any newly created forest edge, shall be prepared to the satisfaction of the LSRCA and municipality demonstrating, among other matters, the means to address sunscald, wind-throw, and invasive species.
- C-13 That the owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
- C-14 That prior to final plan approval, the owner shall obtain a permit from the LSRCA for any development within an area subject to Ontario Regulation 179/06 under the Conservation Authorities Act.

- C-15 That prior to final approval the provisions of the Endangered Species Act shall be addressed to the satisfaction of the Ministry of Environment Conservation and Parks.
- C-16 The Owner shall agree in the Subdivision Agreement to indemnify and save harmless the municipality and the LSRCA from all costs, losses, damages, judgements, claims, demands, suits, actions, or complaints resulting from any increased flooding or erosion to property and people as a result of the approved storm water management scheme. The Owner shall obtain and maintain in full force and effect during the term of this agreement general liability insurance with respect to the storm water management works and system.

Notes to Draft Approval

The LSRCA will require the following prior to the issuance of a clearance letter:

1. A copy of the executed subdivision agreement.
2. A copy of the draft M-Plan.
3. A letter from the developer's planning consultant detailing how each LSRCA condition of draft plan approval has been fulfilled to the satisfaction of the conservation authority.