

Schedule "A"

THE CORPORATION OF THE TOWN OF AURORA SCHEDULE OF CONDITIONS OF APPROVAL SUB-2012-06

EDENBROOK (AURORA) INC.

929 St. John's Sideroad, legally described as Part of Part Lot 25, Concession 2
(PIN 03642-5971) (the "Lands")

1. Approval shall relate to Draft Plan of Subdivision SUB-2012-06 prepared by Evans Planning dated June 3, 2014, and redlined by MEHI Planning Services on July 12, 2022 (collectively, the "Draft Plan").
2. The Draft Plan and associated conditions of draft approval may require revisions, to the satisfaction of the Town, to implement or integrate any recommendations resulting from studies required as a condition of draft approval. Further, minor redline revisions to the Draft Plan of Subdivision to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to this Draft Plan of Subdivision may also be required.

Planning Division Requirements

3. The lands within this Draft Plan of Subdivision shall be 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*"). The Holding provisions of Section 36 of the Planning Act may be used in conjunction with any zone category to be applied to the subject lands in order to ensure that development does not occur until such time as the Holding "H" symbol is removed in accordance with the provisions of the *Planning Act*. The Zoning By-law Amendment shall specify the terms under which Council will consider the removal of the Holding "H" symbol. The terms may include:
 - (i) confirmation that there is adequate water, sanitary, storm and/or transportation services and facilities available to accommodate the Draft Plan or any phase thereof; and
 - (ii) the removal of the "H" represents a logical and orderly progression of development.
4. The Owner shall enter into and execute agreement(s) with The Corporation of the Town of Aurora, including but not limited to a Subdivision Agreement, agreeing to satisfy all conditions, legal, financial and otherwise of the Town. The Subdivision Agreement and related documents shall be registered on title against the lands to which it applies, as provided for in the *Planning Act*, at the sole expense of the Owner.
5. The Owner shall agree in the Subdivision Agreement to implement any and all recommendations of the Environmental Impact Study (EIS) as prepared by

Beacon Environmental dated September 2012 and the Addendum dated July 10, 2013.

6. The Owner shall agree in the Subdivision Agreement to implement the recommendations and measures contained within The Bayview Northeast Neighbourhoods Architectural Design Guidelines prepared by Planning Partnership dated October 2, 2002 for the design and construction of all residential dwelling units, walkways, landscaping and all other elements within the Plan. Strict compliance with these approved urban design guidelines shall be undertaken unless otherwise approved by the Town's Director of Planning & Development Services.
7. The Owner shall agree in the Subdivision Agreement to satisfy any cash-in-lieu of parkland requirements to the satisfaction of the Town's Director of Planning & Development Services and in accordance with: a) the Town's By-law Number 6534-23, as amended or successor thereto, and all applicable policies; and b) any related Parkland Agreements imposed by the Town.
8. The Owner shall agree in the Subdivision Agreement that, if required by the Town, the Owner shall enter into a Cost Sharing Agreement with the other 2B Group of residential landowners, and the Owner shall pay its proportionate share for any oversized works previously constructed outside the draft plan to compensate the other 2B Group of residential landowners who installed said oversized works to accommodate the development of the draft plan lands. These oversized works may include, but are not limited to, stormwater management facilities, ponds, sewers, and roundabouts. Compensation for the oversized works shall be determined in accordance with the subdivision agreement(s) entered into between the Town and the other 2B Group of residential landowner(s).

Legal Services Division Conditions

9. Prior to the release for registration of the Plan, the Owner provide, to the satisfaction of the Town Solicitor, a Solicitor's Title Opinion for the Lands, together with:
 - a) the final draft M-Plan signed by the Surveyor and related Plan Document as preapproved by the Land Registry Office to be submitted for registration;
 - b) the Surveyor's Frontage and Area Certificate for the draft M-Plan;
 - c) an updated copy of the title PIN(s) for the Lands;
 - d) all electronic documents (in final draft form) required to be registered on title to the Lands in accordance with the Subdivision Agreement; and
 - e) a Certificate of Corporate Status and Clear Writ of Execution for the Owner.

10. A clause shall be added to the Subdivision 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.
11. A clause shall be added to the Subdivision 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 Subdivision Agreement; and any ancillary agreements required by the Town, in priority of all encumbrances and at the sole cost of the Owner and to the satisfaction of the Town Solicitor.
12. The Owner shall pay to Legal Services all applicable fees for the preparation, review, and registration of documents, in accordance with the Town's Fees and Charges By-law, as amended or successor thereto.

Noise Impact Study

13. Prior to the execution of the Subdivision Agreement, the Owner shall submit a Noise Impact Study (Environmental Noise Analysis), which assesses projected nuisances caused by noise or vibration (as necessary), within the development, prepared by a qualified noise consultant. The Noise Impact Study shall provide recommended mitigation measures for noise generated by road traffic, including on St John's Sideroad and Mavrinac Boulevard, or by any other identified noise sources, to the satisfaction of the Town's Engineering Division, in consultation with the Region of York.
14. The Owner shall make any revisions to the Draft Plan of Subdivision that may be required to achieve the recommendations of the Noise Impact Study. The Noise Impact Study shall demonstrate how noise levels can be made to be acceptable in accordance with current Provincial standards and Town policies, and address the long-term functionality and maintenance of any recommended mitigation measures which are deemed appropriate and acceptable to the Town's Engineering Division.
15. The Owner shall agree in the Subdivision Agreement to implement the recommendations and measures of the approved Noise Impact Study. The recommendations of the aforementioned Noise Impact Study shall address to the satisfaction of the Town's Engineering Division, the 55dBA limit on all Lots and/or Blocks on the Draft Plan of Subdivision. All attenuation measures and mitigating measures proposed for acoustical purposes shall be approved by the Town's Engineering Division, Parks Division, Chief Building Official, and the York Region Transportation Services Department.

16. The Owner shall agree in the Subdivision Agreement to implement noise control measures and warning clauses as recommended by the approved Noise Impact Study, to the satisfaction of the Town's Engineering Division, in consultation with the Region of York.
17. Details of the noise attenuation measures shall be clearly indicated on the detailed engineering plans and include location, elevations of top and bottom of wall and details of any berming. All details shall be approved by the Town's Engineering Division.

Stormwater Management

18. The Owner shall submit a detailed Stormwater Management Report to the satisfaction of the Town's Engineering Division to substantiate that the Draft Plan of Subdivision lands meet the current stormwater quantity and quality requirements in accordance with the latest Ministry of Environment guidelines, the Town's Design, Safety and Maintenance requirements, and LSRCA requirements. The Owner shall also meet the erosion control criteria established in the latest modeling for Marsh Creek in accordance with the requirements of the LSRCA. In accordance with the Town's Policy # 68, the Owner shall agree to provide the Town with a cash contribution to be determined based on the contributing area to the existing Stormwater Management facility as per the recommended maintenance and monitoring requirements, to the satisfaction of the Town's Engineering Division.
19. Owner shall recognize the recommendations contained in the Functional Servicing and Stormwater Management Report by EMC Group Limited dated August 2013, as amended June 2014.

Roads and Municipal Services

20. The Owner shall prepare and submit 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 Public Works Design Criteria Manual to the satisfaction of the Town's Engineering Division.
21. The Owner shall provide detailed engineering drawings which will include but not 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), drainage plans, composite utility plans (to include above and non-standard below ground utilities, services, driveways and boulevard tree locations etc), stormwater management plans, detail plans, erosion and sediment control plans, illumination and signalization plans etc. to the satisfaction of the Town's Engineering Division. If infiltration devices are required to be constructed on private property(s), a clause shall be

- added to the Development Agreement stating that the owner(s) of private lands containing infiltration devices shall be solely responsible to maintain and protect the structural integrity of any infiltration devices installed on their lot(s) at all times, at their sole cost and expense, and shall retain in their sole discretion, any legal advice or professional engineering advice necessary in order to maintain compliance with the Plans related to infiltration trenches and the related homeowner's brochure to be provided to the homeowner by the Owner. A further clause shall be added stating that the Owner shall indemnify the Town from all claims related to the construction, inspection, certification, or maintenance of said infiltration system.
22. 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's Engineering Division.
 23. The Owner shall submit plans acceptable to the Town's Engineering Division, detailing any phasing of construction and development, together with the means by which construction access to the site will be gained during any construction or phasing. Should phasing be necessary or requested, the Owner shall agree in the Subdivision Agreement to comply with the phasing plan and make all builders aware of the phasing plan.
 24. The Owner shall agree that all construction access to the completion of house construction may be limited to one access point as may be determined in consultation with the Town's Engineering Division and the Region to the satisfaction of the Town and approved by Central York Fire Services until such time as the first occupancy (as approved by the Town's Chief Building Official) of the subdivision.
 25. The Owner shall provide engineering fees to the Town at the time of submission for the review of the detailed engineering drawings for the construction of services within the development. Said engineering fees shall be based on the estimated cost of all the works, to the satisfactory approval of the Town, as necessary for the construction of the subdivision servicing including all grading, drainage and infrastructure works etc., as estimated by the consultant and in accordance with the Town's Fees and Charges By-Law Number 6656-24, as amended or successor thereto. The fee is to be provided prior to final approval of the Subdivision Agreement and to the satisfaction of the Town.
 26. The Owner shall agree in the Subdivision Agreement to provide servicing securities to the Town, in a form acceptable to the Town and in an amount approved by the Town.
 27. The Owner shall agree in the Subdivision Agreement 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 subdivision to the satisfaction of the Town.

28. The Owner shall agree in the Subdivision Agreement to construct services on a portion of Lot 19 on the Draft Plan to the existing house located on Block 35 and all Lots and Blocks within the Draft Plan for storm, sanitary and water to the satisfaction of the Town's Director of Infrastructure & Environmental Services. The Owner shall also agree in the Subdivision Agreement to provide the Town with easements in favour of the Town with respect to any services so constructed under any Lot or Block on the Draft Plan, to the satisfaction of the Town. The Owner shall also agree in the Subdivision Agreement to provide the Town with easements in favour of the Town with respect to any services so constructed under any Lot or Block on the Draft Plan, to the satisfaction of the Town.
29. The Owner shall agree in the Subdivision Agreement to compensate the Town for snow removal and winter maintenance costs for the roads and sidewalks within the subdivision based on the ratio of occupied/unoccupied units and/or Lots and Blocks within the M-Plan as determined by the Town
30. The Owner shall agree in the Subdivision Agreement to compensate the Town for street lighting maintenance costs within the subdivision based on the current level of occupancy, with such cost to be determined to the satisfaction of the Town.
31. The Owner shall agree in the Subdivision Agreement to construct a temporary turning circle on Street B and on the lots and Blocks adjacent to the westerly terminus of Street B, and enter into a temporary turning circle agreement with the Town, to the satisfaction of the Town, should the adjacent future development noted as Luvian Homes not construct its roads and services concurrently with the Draft Plan.
32. Prior to undertaking any grading on the site, and in connection with the Town's issuance of a Topsoil Removal Permit (if required), the Owner shall prior to final approval of the M-Plan submit a Lot Grading and Erosion Control Plan for any grading within the Draft Plan of Subdivision for approval by the Town and Lake Simcoe Region Conservation Authority that shall include proposed methods for:
 - a) erosion and sediment control prior to and during construction including the extent of grading/filling, the access location and erosion control detail, the location of spoil pile storage and the location and nature of sediment control works;
 - b) progressive stripping and grading to ensure minimum duration of exposed soil areas to the extent practical; and

- c) Certificate of Decommissioning for any well(s) and septic systems.
33. The Owner shall acknowledge that the suitability of the land for the proposed use is the responsibility of the landowner, and that prior to the registration of the M-Plan, the Owner shall have an Environmental Site Assessment (under O. Reg. 153/04 as amended O. Reg. 511/09) 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 and the Town. The Owner undertakes to do further investigative studies and to do all work required to make the lands suitable for the proposed use.
34. The Owner shall agree in the Subdivision Agreement that all Lots and/or Blocks on the M-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 to the satisfaction of the Town.
35. The Owner shall grant required easements to 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 execution of the Subdivision Agreement.
36. The Owner shall agree in the Subdivision Agreement to construct, or pay for the construction, or provide cash-in-lieu for the costs of the proposed and/or future construction of, a concrete pedestrian sidewalk to Town and Region requirements, along the frontage of the Draft Plan lands along St. John's Sideroad to the satisfaction of the Town. Any cash or payment may be subject to any inclusions or requirements set forth under the Town's Development Charge By-Law Number 6592-24, as amended, including by By-Law Numbers 6614-24 and 6644-24, or successor thereto, prior to execution of the Subdivision Agreement.
37. The Owner shall satisfy York Region Transportation and Works Department that the services to be installed within, and in conjunction with the Draft Plan of Subdivision will provide for sidewalks which meet the local municipality's standards along the subject lands' frontage onto roadways that have/will have transit services.
38. The Owner shall satisfy York Region Transportation and Works Department that the services include illumination in accordance with the local municipality's

- design standards along all streets which have or will have transit services, sidewalks, pedestrian access and bus stop locations.
39. The Owner shall agree in the Subdivision Agreement that all exterior side yards of lots that require wood fencing shall have solid wood fences with 150mmx150mm posts with house returns of a design approved by the Town (unless specified otherwise).
 40. 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 Town's Chief Building Official.
 41. The Owner shall agree that any proposed final grading shall eliminate retaining walls. Where retaining walls are to be included in the plans (subject to the approval of the Town), construction details including height (TW/BW), length and materials shall be detailed on the engineering plans and approved by the Town. Retaining walls shall only be constructed on private property and are not allowed within the SWM facility. Armor stone may be considered for use as a landscape feature and grade changes subject to the limitation of height and approval of the Town. All retaining walls are to include drainage systems and outlets. Surface drainage shall not be permitted to drain over the top of wall. If retaining walls are required to be constructed on private property, a clause shall be added to the Subdivision Agreement stating that the owner(s) of private lands containing retaining wall(s) shall be solely responsible to maintain and protect the structural integrity of any retaining wall(s) constructed on their lot(s) at all times, at their sole cost and expense, and shall retain, in their sole discretion, any legal advice or professional engineering advice necessary in order to maintain compliance with the Plans related to retaining walls, especially before excavating or extracting any earth for any purpose such as tree planting and landscaping, or before erecting or constructing any accessory structures on their lot, including, but not limited to garden sheds, gazebos, hot tubs or above or below ground swimming pools. A further clause shall be added stating that the Owner shall indemnify the Town from all claims related to the construction, inspection, certification, or maintenance of said retaining walls.
 42. The Owner shall, prior to final approval of the M-Plan, submit Internal and External Traffic Studies for review and approval by the Town. The Owner shall agree in the Subdivision Agreement that all road work and construction shall be in accordance with the approved Internal Traffic Study, which shall include works relating to road cross-sections (in accordance with the latest ADS or Alternative 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 and other requirements as set out in the said Internal Traffic Study.

43. The Owner shall demonstrate compliance with the Town's standard configuration with respect to all road bends on the M-Plan, to the satisfaction of the Town.
44. The Owner shall agree in the Subdivision Agreement to design, pay for and construct all traffic control devices (including temporary pavement markings) as specified in the approved Internal Traffic Study prior to the occupancy of any dwelling, to the satisfaction of the Town.
45. The Owner shall ensure that all dead end streets, sides of road allowances requiring restricted access, and exterior side yard and rear yard flankages of the Lots or Blocks on the M-Plan requiring restricted access as designated by the Town shall be terminated in 0.3 metre reserves to prohibit access at certain locations. The 0.3 metre reserves shall be established as public highways by the Town at such times as determined by the Town.
46. The Owner shall submit reference plans, engineering details and specifications and recommendations for any retaining walls to be constructed on the lands 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 and O. Reg. 163/24 (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 Town's Chief Building Official. A clause shall be added to the Subdivision Agreement stating that the owner(s) of private lands abutting municipal lands containing retaining wall(s) shall be solely responsible to maintain and protect the structural integrity of any retaining wall(s) constructed on their lot(s) at all times, at their sole cost and expense, and shall retain, in their sole discretion, any legal advice or professional engineering advice necessary in order to maintain compliance with the Plans related to retaining walls, especially before excavating or extracting any earth for any purpose such as tree planting and landscaping, or before erecting or constructing any accessory structures on their lot, including, but not limited to garden sheds, gazebos, hot tubs or above or below ground swimming pools. A further clause shall be added stating that the Owner shall indemnify the Town from all claims related to the construction, inspection, certification, or maintenance of said retaining walls.
47. The Owner shall agree in the Subdivision Agreement to provide sanitary sewer and storm sewer inspection testing and acceptance. Sanitary sewer inspection testing and acceptance shall be in accordance with the York Region Sanitary Inspection, Testing and Acceptance Guideline requirements dated September 2011 and as amended from time to time and Town of Aurora Design Criteria Manual dated April 2014 or latest edition. Storm sewer and manhole inspection testing and acceptance to follow the requirements and policies as determined by the Town.

48. The Owner shall agree in the Subdivision Agreement to retain and pay for a qualified company acceptable to the Town to provide a video (CCTV) inspection of all sanitary and storm sewers and prepare a letter report of the findings and conclusions within 6 months prior to the Owner requesting assumption of the subdivision by the Town.

The report shall summarize and identify sewer pipe material used in accordance to Town and Region Specification and any deleterious materials to be cleaned, settlements or deflections, if any, and provide qualified justification stamped by a Professional Engineer registered in the Province of Ontario, for possible deviation from required Region, Town and OPS standards and specifications with recommendations to mitigate construction impacts if any.

The Owner shall agree that if as a result of carrying out the video (CCTV) inspection and modifications or rectifications are required, the Owner shall at its own expense provide for such rectifications through such means as agreed to by the Town.

The Owner shall further agree that final release of securities and assumption of the works by the Town will not be requested by the Owner nor provided by the Town until such CCTV inspection and rectifications, if any, are complete and accepted by the Town.

49. The Owner shall submit a revised Stormwater Management and Hydrogeological Reports addressing water balance. Such report shall also demonstrate that the post development water balance is acceptable and provide any recommendations required for mitigation. The Owner shall agree in the Subdivision Agreement to carry-out said recommendations/mitigation measures to the satisfaction of the Town and the Lake Simcoe Region Conservation Authority.
50. The Owner shall agree in the Subdivision Agreement to prepare and submit an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-grade, above-grade or non-standard below grade, including on-site drainage and servicing facilities and streetscaping). This utility distribution plan shall be to the satisfaction of the Town, having considered the requirements of those utility providers (including natural gas, hydro, and telecommunications service providers) that will conduct works within the subdivision. Further, the utility distribution plan shall consider the respective standards and specification manuals, where applicable, of the utility providers. Street light designs shall use a pedestal and base UP2022 style base with insert so that all street light (SL) pedestals shall be meter ready, all to the satisfaction of the Town.
51. The Owner shall agree in the Subdivision Agreement that natural gas, telecommunication service providers and cable television services, including other street hardware, where possible, shall be constructed underground within

the road allowances or other appropriate easements to the satisfaction of the Town.

52. The Owner shall agree in the Subdivision Agreement to grant access, on reasonable terms and conditions, to any telecommunications service providers indicating an interest to locate within a municipal right-of-way. The Owner shall further agree to 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 Corporation of the Town of Aurora, and to satisfy all conditions, financial and otherwise of the Town.
53. The Owner shall agree in the Development Agreement to pay to the Town a bulk water usage fee for water usage during construction, in addition to paying the prescribed rate for water that is registered on a Town water meter on the Lands, if applicable, all to the satisfaction of the Town and in accordance with the Town's Fees and Charges By-law and the Municipal Waterworks Distribution By-law, each as amended or their successors.

Public Lands

54. The Owner shall agree in the Subdivision Agreement to convey Block 48 on the Draft Plan to the Town for open space purposes, at no cost and free of all encumbrances, to the satisfaction of the Town.
55. The Owner shall agree in the Subdivision Agreement to convey Block 49 on the Draft Plan to the Town for public walkway purposes, at no cost and free of all encumbrances, to the satisfaction of the Town's Parks Division. The Owner shall also agree in the Subdivision Agreement to construct adequate privacy fencing on the Lots adjacent to Block 49 in accordance with Town standards and all to the satisfaction of the Town's Parks Division.
56. The Owner shall agree in the Subdivision Agreement not to disturb or otherwise use any portion of Block 48 on the Draft Plan for the storage of topsoil or fill materials. The Owner shall further agree in the Subdivision Agreement to provide temporary Paige wire protection fencing along the boundaries of Block 48 on the Draft Plan, and not to encroach thereon without prior written approval of the Town's Parks Division.
57. The Owner shall agree in the Subdivision Agreement to install 1.2 metre black vinyl chain link fencing on the municipal side of lot lines for all Lots and Future Development Blocks abutting Block 48 on the Draft Plan, all in accordance with Town standards, to the satisfaction of the Town's Parks Division. Further, the Owner shall agree to include a clause within all Offers of Purchase and Sale Agreements with prospective purchasers of Lots and Future Development Blocks adjacent to Block 48 on the Draft Plan, in a manner satisfactory to the Town's Parks Division, advising that fence gates and/or other means of access

will not be permitted to access Block 48 on the Draft Plan from residential properties.

58. The Owner shall agree in the Subdivision Agreement to include in all Offers or Purchase and Sale Agreements with purchasers of Lots and Future Development Blocks adjacent to Block 48 on the Draft Plan, a notice clearly advising that: (a) the open space lands adjacent to their lot or Block is intended for conservation and naturalization, and portions may be used for a public trail system; (b) the lands are to remain as much as possible in their natural state; and (c) the Town of Aurora will not be responsible for any inconvenience or nuisance which may present itself as a result of the environmental protection lands and associated trail system.
59. The Owner shall provide identification of the trail system on display plans within the Sales Office.

Vegetation Management

60. The Owner shall agree in the Subdivision Agreement to provide and implement on-site a Vegetation Management Plan to the satisfaction of the Town's Parks Division which shall include the following:
- a) a detailed vegetation inventory and assessment including species, size and condition and identifying all vegetation greater than 80mm DBH for individual tree assessments and/or identifying perimeter at canopy of woodlands, groups or stands or vegetation, and identifying vegetation on adjacent property that may be impacted;;
 - b) identification of all vegetation removals and all protection measures for vegetation designated to be preserved, and an at-grade impact assessment to support vegetation removals and/or preservation measures;
 - c) an International Society of Arboriculture (or approved equal) monetary evaluation for all vegetation identified to be damaged or removed;
 - d) provision of compliance monitoring and protection/mitigation specifications including all arboricultural requirements for trees designated to be preserved during construction; provision of post construction performance monitoring and rehabilitation specifications. Include the Town's minimum tree preservation standards;
 - e) a compensation planting plan providing plantings equal to or greater than the assessed value of vegetation designated to be damaged or removed from the site, which compensation planting shall be in addition to the Town's minimum planting standards; and

- f) coordination of vegetation related recommendations from environmental reports, as applicable.
61. Other than as permitted pursuant to the Town's By-law Number 5850-16, as amended or successor thereto (the "Tree By-law"), the Owner shall only be permitted to remove trees on any Lots or Blocks within the proposed Draft Plan in accordance with the Tree By-law and upon meeting the following conditions with respect to tree removal, preservation, payment of fees, and any other such related items, all to the satisfaction of the Town's Parks Division: (a) the submission of a Vegetation Management Plan and the execution of the Subdivision Agreement; or (b) prior to the execution of the Subdivision Agreement, the submission of a Vegetation Management Plan and the execution of a Vegetation Management Agreement.
62. The Owner shall agree in the Subdivision Agreement to construct temporary Paige post and wire protection fencing for all vegetation and natural areas to be preserved, in accordance with the Vegetation Management Plan. Protection fencing to Town standards shall be installed prior to commencement of any demolition, topsoil removal, grading or construction activities on the lands, and shall be maintained in good condition for the duration of development on the lands.

General Landscaping Conditions

63. The Owner shall agree in the Subdivision Agreement to provide landscape design plans and implement landscape works on-site for street tree planting on all road allowances within the Draft Plan in accordance with Town standards and to the satisfaction of the Town's Parks Division. As an alternative, the Town may consider through the Subdivision Agreement, requesting cash-in-lieu of the value of street tree plantings, in accordance with the approved landscape plans, to the satisfaction of the Town's Parks Division.
64. The Owner shall agree in the Subdivision Agreement at the time of street tree installations to distribute to each prospective purchaser of lands within the Draft Plan, a copy of the Town's "Boulevard Tree" Information Brochure. The Owner will obtain the Brochures from the Town's Parks Division at no cost to the Owner.
65. The Owner shall agree in the Subdivision Agreement to provide landscape design plans and implement landscape works on-site for all proposed fencing, landscape structures, subdivision entry features, or any other landscape features required by urban design guidelines, to the satisfaction of the Town's Parks Division.
66. The Owner shall agree in the Subdivision Agreement to provide a consistent and continuous 300mm depth topsoil for all areas associated tree and shrub plantings within the M-Plan, to the satisfaction of the Town's Parks Division.

These areas shall include all boulevards designated for street tree plantings and grading buffers, where applicable.

67. The Owner shall agree in the Subdivision Agreement to provide the Town the first right of refusal of surplus topsoil and shall provide the Town with prior notification of topsoil removal from the M-Plan.
68. The Owner shall agree in the Subdivision Agreement to perform topsoil testing by an approved agency to determine nutrient availability for all topsoil sources to be utilized within the M-Plan. The Owner shall further agree to implement fertilizers and soil amendments in accordance with topsoil test recommendations, to the satisfaction of the Town's Parks Division.
69. The Owner shall agree in the Subdivision Agreement to include in all Offers or Purchase and Sale Agreements with purchasers of Lots and Future Development Blocks within the Plan, a notice clearly setting out the details of any fencing or urban design feature that is to be installed on the lot or Block being purchased. Such notice shall clearly identify specifications relating to location, timing of installation, colour, materials, height and other design details of the fencing or urban design features. Further, the Owner shall agree in the Subdivision Agreement that any fencing that is required by the Town and/or York Region shall be included in the purchase price of the Lot or Block. The Owner shall be required to demonstrate compliance with this condition for any sales that occur prior to the execution of the Subdivision Agreement.

Landscape Securities and Fees

70. The Owner shall agree in the Subdivision Agreement to provide 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 design guidelines. The amount of the contribution shall be equal to twenty-five percent (25%) of the total cost of all plant material installations on municipal lands within the M-Plan, with the exception of plantings on Block 48 on the Draft Plan.
71. The Owner shall agree in the Subdivision Agreement to provide landscape securities in a manner satisfactory to the Town and in the amount of one hundred percent (100%) of the estimated costs of the Landscape Works as estimated by the consulting landscape architect and approved by the Town, to ensure performance and compliance of the works to the satisfaction of the Town's Parks Division.
72. The Owner shall covenant and agree in the Subdivision Agreement to provide landscape fees, in a manner satisfactory to the Town, based on the percentage amount of estimated landscape works as set out in the Parks & Recreation Services schedule of the Town's current Fees and Charges By-law. The

estimated cost of the Landscape Works shall be provided by the consulting landscape architect and approved by the Town. Landscape fees are required for the review of landscape plans and the administration of implementation of the Landscape Works to the satisfaction of the Town's Parks Division.

Building Division Requirements

73. The Owner shall register on title to the satisfaction of the Town's Chief Building Official and the Town Solicitor such application(s) to effectively merge Blocks 36 to 47 inclusive on the Draft Plan with the adjacent lots and blocks thereto on adjoining lands as indicated on the Draft Plan.
74. The Owner shall submit a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots or Blocks within the Draft Plan, to the satisfaction of the Town's Chief Building Official.
75. The Owner shall engage the services of a qualified noise consultant to complete a Noise Study which assesses projected nuisances caused by noise or vibration within the development. The Study shall demonstrate how noise levels can be made to be acceptable in accordance with current Provincial standards and Town of Aurora policies, and address the long-term functionality and maintenance of any recommended mitigation measures, which are deemed appropriate and acceptable to the Town. The Owner shall agree in the Subdivision Agreement to implement the recommendations and measures of the approved Noise Study to the satisfaction of the Town's Chief Building Official.
76. 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 service construction, to the satisfaction of the Town's Chief Building Official and Engineering Division.

Miscellaneous

77. The Owner shall agree in the Subdivision Agreement that, prior to the issuance of building permits for sales trailers for the purposes of marketing residential units on the M-Plan, the Owner shall submit and obtain the written approval from the Town's Director of Planning & Development Services with respect to the location of sales trailers and with respect to the display plans and other information to be used for sales and/or marketing purposes. Such information shall include the following:
 - a) the latest version of the approved M-Plan or registered M-Plan, including any phasing;

- b) a plan showing the entire 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, 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 Subdivision Agreement (as soon as it is available); and
- d) a 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) to the satisfaction of the Town.

The Owner shall further agree to keep all of the above materials up-to-date, to reflect the most current approvals, and/or submissions regarding the M-Plan, and/or engineering design drawings, and other such matters as may be required by the Town's Director of Planning & Development Services, and Chief Building Official.

- 78. The Owner shall agree in the Subdivision Agreement that no grading or other soil disturbances shall take place on the M-Plan lands prior to the Ministry of Tourism, Culture and Sport confirming that all archaeological resource concerns have met licensing and resource conservation requirements.
- 79. The Owner shall agree in the Subdivision Agreement to erect and maintain signs on any vacant land within the M-Plan indicating the designated or proposed use of all Lots and/or Blocks (including temporary turning circles) on the M-Plan, other than those lots designated for residential purposes.
- 80. The Owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale Agreements for residential lots within the M-Plan the following warning clause:

"Purchasers are advised that conditions of approval of the subdivision within which this lot is located, the town of aurora has required the developer to undertake and bear the cost of the following items:

- a) Street trees (trees planted in the town boulevards);
- b) Corner lot fencing as directed on the approved engineering plans;
- c) Rear lot fencing as directed on the approved engineering plans;
- d) Noise attenuation fencing and berms as identified in the approved noise impact study and the approved engineering plans;

- e) Fencing (if required) along school blocks, park blocks and environmental protection area lands on the approved engineering plans; and
- f) Subdivision entry features and fencing (if any approved) as identified on the landscape plans approved by the town.

The developer has borne the cost of these items and the home purchaser is not required to pay this expense.”

81. The Owner shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale Agreements for residential lots within the M-Plan the following warning clause:
- a) There are less than three (3) on-site parking spaces on their lot; and
 - b) The construction of catholic and public schools on designated school block sites within the 2c community is not guaranteed. Purchasers are advised that sufficient accommodation may not be available for students residing in this area, and you are notified that students may be accommodated in temporary facilities and/or bused to existing facilities outside the area. The applicable school board will in its discretion designate pick-up points for students who qualify for transportation.
82. The Owner shall agree in the Subdivision Agreement to include in the Offers of Purchase and Sale Agreements for residential lots within the M-Plan that back onto or are adjacent to walkways or trail blocks, stormwater management blocks, or commercial blocks, any other warning clauses required to the satisfaction of the Town.

External Agency Conditions

York Region

83. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the area municipality and York Region.
84. Prior to final approval, York Region shall confirm that adequate water supply and sewage servicing capacity are available and have been allocated by the Town of Aurora for the development proposed within this draft plan of subdivision or any phase thereof. Registration of the plan of subdivision shall occur in phases based on the availability of water supply and sewage servicing allocation.
85. The Owner shall agree in the subdivision agreement that 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.
86. Prior to final approval, the Preliminary Functional Servicing Report prepared by EMC Group Limited dated October 2012 shall be finalized to the satisfaction of York Region’s Capital Planning and Delivery Branch.

87. For all lands, the Holding (H) provisions of Section 36 of the Ontario Planning Act shall be used in conjunction with all residential zone categories in order to ensure that final plan approval and development of these lands does not occur until such time as the Holding (H) symbol is removed in accordance with the provisions of the Ontario Planning Act. The Zoning Bylaw shall specify the terms under which Council may consider the removal of the Holding (H) symbol. Said terms shall include a minimum of the following:
- the Town of Aurora approves a transfer of servicing allocation to this development that is not dependent upon the completion of infrastructure; or,
 - York Region has advised in writing that the required infrastructure to support the capacity assignment associated with this development will be completed within a time period acceptable to the Region (usually 6 months depending on the complexity of the development) to permit the plan registration; or,
 - the Regional Commissioner of Environmental Services confirms servicing allocation for this development by a suitable alternative method and the Town of Aurora allocates the capacity to this development.
88. Given the proximity of the subject site to York Region municipal production wells, prior to final approval, the Owner shall conduct a subsurface investigation to identify any need for dewatering and/or groundwater depressurization, and where applicable, submit a detailed dewatering plan prepared by a qualified professional to the Region for approval
89. Prior to final approval, the Owner shall agree to provide direct walking connections to St. John's Sideroad and adjacent land uses to promote the usage of non-auto travel modes.
90. Prior to final approval, the Owner shall agree to provide on-street cycling connections to the boundary regional roadways in accordance with the Region and Town's cycling network plans.
91. Prior to final approval, the Owner shall submit detailed engineering drawings, to the Transportation and Community Planning Department for review and approval, that incorporate the recommendations of the functional transportation report/plan as approved by the Transportation and Community Planning Department. Additionally, the engineering drawings shall include the subdivision storm drainage system, erosion and siltation control plans, site grading and servicing, plan and profile drawings for the proposed intersections, construction access and mud mat design, utility and underground servicing location plans, pavement markings, electrical drawings for intersection

signalization and illumination design, traffic control/construction staging plans and landscape plans.

92. Prior to final approval, 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 the Environmental Services Engineer of the Transportation and Community Planning Department.
93. Prior to final approval, the location and design of the construction access for the subdivision work shall be completed to the satisfaction of the Transportation and Community Planning Department and illustrated on the Engineering Drawings.
94. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation and Community Planning Department, 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.
95. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation and Community Planning Department that elevations along the streetline shall be 0.3 metres above the centreline elevations of the York Region roadway, unless otherwise specified by the Transportation and Community Planning Department.
96. Prior to final approval, the Owner shall submit drawings depicting the following to the satisfaction of York Region staff:
 - a) All existing woody vegetation within the York Region road right of way,
 - b) Tree protection measures to be implemented on and off the York Region road right of way to protect right of way vegetation to be preserved,
 - c) Any woody vegetation within the York Region road right of way that is proposed to be removed or relocated. However, it is to be noted that tree removal within York Region road right's of way shall be avoided to the extent possible/practical. Financial or other compensation may be sought based on the value of trees proposed for removal.
 - d) A planting plan for all new and relocated vegetation to be planted within the York Region road right of way, based on the following general guideline:

Tree planting shall be undertaken in accordance with York Region standards as articulated in Streetscaping Policy and using species from the York Region Street Tree Planting List. These documents may be

obtained from the Forestry Section. If any landscaping or features other than tree planting (e.g. flower beds, shrubs) are proposed and included in the Subdivision Agreement, they will require the approval of the Town and be supported by a Maintenance Agreement between the Town and the Region for Town maintenance of these features; any such Maintenance Agreement should indicate that where the area municipality does not maintain the feature to York Region's satisfaction, the area municipality will be responsible for the cost of maintenance or removal undertaken by the Region.

97. Prior to final approval, the Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of the Transportation and Community Planning Department recommending noise attenuation features.
98. The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation and Community Planning Department, to implement the noise attenuation features as recommended by the noise study and to the satisfaction of the Transportation and Community Planning Department.
99. The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation and Community Planning Department, 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.
100. The following warning clause shall be included in a registered portion of the subdivision agreement 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".
101. Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree in the subdivision agreement, in wording satisfactory to York Region's Transportation and Community Planning Department, 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-ways shall not be the responsibility of York Region; and
 - d) that any landscaping provided on York Region right-of-way by the Owner or the area municipality for aesthetic purposes must be approved by the Transportation and Community Planning Department and shall be maintained by the area municipality with the exception of the usual grass maintenance.
102. Prior to final approval, the Owner shall agree that the following lands will be conveyed to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of York Region 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 metres from the centreline of construction of St. John's Sideroad, and
 - b) a 15 metre by 15 metre daylight triangle at the southeast corner of St. John's Sideroad and Mavrillac Boulevard, and
 - 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(s).
103. 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.
104. Prior to final approval, York Region requires the Owner to submit to it, in accordance with the requirements of the *Environmental Protection Act* and O. Reg. 153/04 *Records of Site Condition Part XV.1 of the Act* (as amended), a Phase I environmental site assessment prepared and signed by a qualified professional, of the Owner's lands and more specifically of the lands to be conveyed to York Region (the "Assessment"). Based on the findings and results of the Assessment, York Region may require further study, investigation, assessment and delineation to determine whether any remedial or other action is required. The Assessment and any subsequent environmental reports or other documentation prepared in respect of the environmental condition of the lands to be conveyed must to be addressed to York Region, contain wording to the effect that York Region shall be entitled to rely on such reports or documentation in their entirety, and such reports or documentation shall be satisfactory to York Region.

Prior to final approval, the Owner shall certify, in wording satisfactory to the Transportation and Community Planning Department, that no contaminant, pollutant, waste of any nature, hazardous substance, toxic substance,

dangerous good, or other substance or material defined or regulated under applicable environmental laws is present at, on, in or under all lands to be conveyed to York Region (including soils, substrata, surface water and groundwater, as applicable): (i) at a level or concentration that exceeds the *Environmental Protection Act* O. Reg. 153/04 full depth generic site condition standards applicable to the intended use that such lands will be put by York Region at the time of conveyance or any other remediation standards published or administered by governmental authorities applicable to the intended land use; and (ii) in such a manner, condition or emanating from such lands in such a way, that would result in liability under applicable environmental laws. The Assessment, any subsequent environmental reports or other documentation and the Owner's certification shall be done at no cost to York Region.

105. The Owner shall agree in the subdivision agreement, in wording satisfactory to the Transportation and Community Planning Department, to be responsible to decommission any existing wells on the owner's lands in accordance with all applicable provincial legislation and guidelines and to the satisfaction of the area municipality.
106. The Owner shall agree, prior to the development approval of Block 36, that direct vehicle access from Blocks 36 to St. John's Sideroad will not be permitted. Access must be obtained through the internal road network.
107. Prior to final approval, the Owner shall demonstrate, to the satisfaction of the Transportation and Community Planning Department, 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.
108. The Owner shall agree in the Subdivision Agreement, in wording satisfactory to the Transportation and Community Planning Department that the Owner will 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.
109. Prior to final approval, the Owner shall submit engineering plans for York Region's approval that identify on the plans the Transit requirements.

110. Prior to final approval, the Owner shall provide a copy of the Subdivision Agreement to the Transportation and Community Planning Department, outlining all requirements of the Transportation and Community Planning Department.
111. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with By-law Number 2022-31, as amended or successor thereto.

Lake Simcoe Region Conservation Authority

112. That prior to final approval and any major site alterations, the following shall be prepared to the satisfaction of the Region, Town, and the Lake Simcoe Region Conservation Authority (LSRCA):
 - a) A detailed Stormwater Management Report in conformity with the designated stormwater management policies of the Lake Simcoe Protection Plan (LSPP) (DP-4.8 – 4.11) and LSRCA Technical Guidelines for Stormwater Management submissions;
 - b) A detailed Erosion/Sedimentation Control Plan;
 - c) A detailed Grading and Drainage Plan;
 - d) A detailed Geotechnical Analysis for the Cut/Fill Areas; and
 - e) A detailed Water Balance as per Designated Policy 4.8 of the LSPP.
113. That prior to final approval, an Edge Management Plan and Landscape Restoration Plan be prepared to the satisfaction of the Town and the LSRCA demonstrating no net loss of forest cover as per the recommendation of the Environmental Impact Study prepared by Beacon Environmental dated September 2012.
114. 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, reports, and studies as approved by the LSRCA.
115. 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, reports, and studies as approved by the LSRCA.
116. That the Owner shall agree in the Subdivision Agreement that prior to any major site alteration or grading, proper erosion and sediment control measures must be put in place in accordance with the approved Erosion and Sedimentation Control Plan and Grading Plan.

117. That the Owner shall agree in the Subdivision Agreement that prior to the creation of any impervious surface such as roads and buildings, stormwater management facilities must be put in place in accordance with the approved plans.
118. That prior to final approval a qualified professional shall provide certification to the LSRCA demonstrating the grading has been undertaken in accordance with the approved cut/fill drawings and calculations prepared by EMC Group, dated May 2014.
119. That the Owner shall agree in the Subdivision Agreement to ensure the following measures are implemented in accordance with 4.20-DP of the Lake Simcoe Protection Plan:
 - a) Keep the removal of vegetation, grading and soil compaction to the minimum necessary to carry out development activity;
 - b) Removal of vegetation shall not occur more than 30 days prior to grading and construction;
 - c) Put in place structures to control and convey run-off;
 - d) Minimize sediment that is eroded offsite during construction;
 - e) Seed exposed soils once constructed is complete and seasonal conditions permit; and
 - f) Ensure erosion and sediment controls are implemented effectively.
120. That the Owner shall agree in the Subdivision Agreement to monitor, inspect and maintain the stormwater management works on a periodic basis in accordance with 4.10 & 4.11 – DP of the LSPP.
121. That the Owner shall agree in the Subdivision Agreement to grant any easements required for stormwater management purposes to the Town.
122. That the Owner shall agree in the Subdivision Agreement to dedicate and convey Block 48 (Open Space) to the Town.
123. That the Owner successfully amend the Town of Aurora Zoning By-law, as amended, by rezoning Block 48 (Open Space) to a site specific Environmental Protection (EP-VV) Zone.
124. That the Owner shall agree in the Subdivision Agreement to demarcate Lots 19, 20, 23, 24, 25, 26, 27, 29, 35 and 47 with fencing to prevent multiple accesses to Block 48 (Open Space).

125. That prior to final plan approval and any site alteration works commencing, the Owner shall obtain a permit from the LSRCA for any works within an area subject to Ontario Regulation 179/06 under the *Conservation Authorities Act*.
126. That prior to final plan approval, the Owner shall pay all the required development fees to the Conservation Authority in accordance with the LSRCA's Fees Policy under the *Conservation Authorities Act*.

Central York Fire Services

127. The Owner shall agree to provide a secondary means of emergency access/egress from Street A acceptable to CYFS and Aurora Engineering.
128. Prior to building construction adequate street signage shall be installed.
129. Roads must be complete to a minimum base coat of asphalt prior to construction of houses.
130. Access for emergency vehicles shall be maintained at all times during construction.
131. Fire hydrants shall be installed in accordance with the applicable Municipal Design Standards and Criteria.
132. Site servicing plans shall detail all water supply mains and fire lines with sizes that ensure an adequate water supply for fire fighting.
133. Plans shall include provisions for emergency vehicle access to be maintained during construction.
134. Concrete and grass pavers used as part of the Fire Department access must meet the same requirements for location, design and maintenance. Provisions must be included to make any such access routes clearly visible and kept clear of any obstructions, including snow.
135. A schedule of Firebreak lots/blocks shall be submitted to Central York Fire Services, Fire Prevention Division for approval.

Canada Post

136. The owner/developer will consult with Canada Post to determine suitable locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
137. The owner/developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily

available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the City of Brampton.

138. The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
139. The owner/developer agrees to provide the following for each Community Mailbox site and include these requirements on appropriate servicing plans:
- a) A Community Mailbox concrete base pad per Canada Post specifications;
 - b) Any required walkway across the boulevard, as per municipal standards;
 - c) Any required curb depressions for wheelchair access; and
 - d) The owner/developer will confirm to Canada Post that the final secured locations of the Community Mailbox sites 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.
140. The owner/developer further agrees to determine, provide and maintain a suitable and safe temporary Community Mailbox location(s) to be “fit up” prior to first occupancy. This temporary site will be utilized by Canada Post until the above mentioned criteria is completed at the permanent CMB site locations. This is will enable Canada Post to provide mail service to new residences as soon as homes are occupied.

PowerStream Inc.

141. It is the responsibility of the Owner or his agent to contact our office and discuss all aspects of the project above. The Owner or his agent is responsible to maintain proper clearances from the building to PowerStream’s plant (refer to appropriate specification(s) by various authorities). We will require draft M-Plans, legal plans, site plan, and architectural design drawings. We also require information about the number of units/lots in the subdivision and type of subdivision (i.e., single family residential, town homes, condominium town homes, industrial, etc.) nine months prior to the construction. Based on this information, we can then determine the estimated cost and type of installation required to supply this project.

Enbridge Gas Distribution Inc.

142. The developer is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities.
143. Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities.
144. The developer shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information required for the installation of the gas lines.
145. The developer shall provide current Town approved road cross-sections showing all Utilities in the configuration proposed for all of the street widths within the development. The gas location must be a minimum of 0.6 metres from the street line.

Clearances

146. The Town's Planning Division shall advise that Conditions 1-8 inclusive, and 77, 79-82 inclusive, have been satisfied, stating briefly how each condition has been met.
147. The Town's Engineering Division shall advise that Conditions 12-53 inclusive and 74 have been satisfied, stating briefly how each condition has been met.
148. The Town's Parks Division shall advise that Conditions 15 and 54-72 inclusive have been satisfied, stating briefly how each condition has been met.
149. The Building Division shall advise that Conditions 15, 46 and 73-76 inclusive have been satisfied, stating briefly how each condition has been met.
150. The Town's Legal Services Division shall advise that Conditions 9-12 inclusive and 73 have been satisfied, stating briefly how each condition has been met.
151. The Ministry of Tourism, Culture and Sport shall advise that Condition 78 has been satisfied; the clearance letter shall include a brief statement detailing how the condition has been met.
152. York Region shall advise that Conditions 15, 16, 83-111 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
153. The Lake Simcoe Region Conservation Authority shall advise that Conditions 112-126 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.

154. Central York Fire Services shall advise that Conditions 127-135 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how the condition has been met.
155. Canada Post shall advise that Conditions 136-140 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
156. PowerStream Inc. shall advise that Condition 141 has been satisfied; the clearance letter shall include a brief statement detailing how the condition has been met.
157. Enbridge Gas Distribution Inc. shall advise that Conditions 142-145 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.