

PL171423 – Schedule 4

CONDITIONS OF APPROVAL

DRAFT PLAN OF SUBDIVISION (SUB-2015-03)

CHARLIEVILLE DEVELOPMENTS LIMITED

45 Tyler Street, legally described as Lot 26 and Part Lots 24, 25 and 27, Plan 9 (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 THE ONTARIO LAND TRIBUNAL. 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 Groundswell Urban Planners Inc. dated March 14, 2015 (revised July 7, 2020) with respect to the creation of 5 blocks 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 execution of the Development Agreement, the Owner shall submit, to the satisfaction of the Planning Division, an electronic and hardcopy version of the signed final draft of the M-Plan and related 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

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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. A clause shall be added to the Development Agreement stating that the Owner shall obtain part lot control exemption to divide Block A on the Plan to create 70 townhouse dwelling units onto a private condominium road on the Plan and register a condominium plan to create a condominium road on Block A of the Draft Plan as provided for in the Condominium Act, 1998, S.O. 1998, c. 19, s. 9 (2), as amended, at the sole expense of the Owner (the "Condo Plan")
6. 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.
7. 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.
8. Prior to the execution of the Development Agreement, the Owner shall submit a detailed 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.
9. Prior to the execution of the Development Agreement, the Owner shall submit urban design guidelines (not architectural 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

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strictly carry out or cause to be carried out any and all the recommendations of the guidelines.

10. A clause shall be added to the Development Agreement stating that the Owner shall satisfy any technical review comments provided by the Town's peer review consultants to the satisfaction of the Planning Division.
11. A clause shall be added to the Development Agreement stating that the Owner shall commemorate the Old Colis Leather Tannery, formerly situated on the Lands to the satisfaction of the Planning Division by: a) street naming; and b) obtaining and erecting at the Owner's sole expense, a heritage plaque commemorating the Lands which plaque shall incorporate materials to be salvaged from the demolished building.
12. 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.
13. 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.
14. 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 Development 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 Building Division and Engineering 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, environmental protection areas, stormwater management ponds, landscaping, entranceway features, noise attenuation measures (both internal and

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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).

Legal Services Division Conditions

- 15. Prior to the execution of the Development Agreement, the Owner shall submit a draft Solicitor's Title Opinion for the Lands to the satisfaction of the Town Solicitor.
- 16. 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.
- 17. 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.
- 18. A clause shall be added to the Development Agreement stating that, immediately following the registration of the Plan, the Owner shall register at its sole expense, an Application to Annex Restrictive Covenants S. 118 which restricts the transfer of the lots on the Plan prior to the registration of the Condo Plan without the consent of the Town to the satisfaction of the Town Solicitor at the sole cost of the Owner. The Town's consent to the Owner's registration of the deletion of the Restrictive Covenant at the Owner's sole cost

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shall be provided by the Town immediately after the registration of the related the Condo Plan.

Engineering Division Conditions

Private Wells:

19. A clause shall be added in the Development Agreement stating that prior to the release for registration of the Plan, 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 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.
20. 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.
21. 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.
22. 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:

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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 saltwater management plan. The report shall provide details and methods whereby salt and saltwater is to be mitigated 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.

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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 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.
28. 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.
29. 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.
30. 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 and the Chief Building Official.

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31. 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 6% 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.
32. 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.
33. A clause shall be added to the Development Agreement stating that the Owner shall construct and pay for the boundary water meter chambers 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 street lighting maintenance costs within the Plan based on the current level of occupancy to the satisfaction of the Engineering Division.
35. A clause shall be added to the Development Agreement stating that the Owner shall connect the sanitary servicing within the Plan to the sanitary sewer on Tyler Street and that no Development Charge Credits shall apply to the said connection.
36. 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

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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.

37. 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.
38. 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.
39. 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.
40. 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 onto roadways that have/will have transit services.
41. Prior to the execution of the Development Agreement, the Owner shall submit an internal and external traffic management plan including internal traffic study 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

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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.

42. 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.
43. 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.
44. 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.
45. 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

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such CCTV inspection and rectifications, if any, are completed to the satisfaction of the Engineering Division.

46. 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.

Noise Attenuation Barrier Conditions:

47. 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.

Parks Division Conditions

Open Space Lands:

48. A clause shall be added to the Development Agreement stating that the Owner shall carry out or cause to be carried out mitigation, rehabilitation and restoration on the open space Block(s) on the Plan in accordance with the

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recommendations of the Environmental Impact Study prepared by Beacon Environmental dated January 2019, or any subsequent addendums thereto, to the satisfaction of the Parks Division.

Vegetation Management:

49. 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;
 - 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

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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; and

50. 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.
51. 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.

Fencing:

52. A clause shall be added to the Development Agreement stating that the Owner shall install onsite black vinyl chain link fencing to Town standards on the municipal side of lot lines for all lots and blocks on the Plan that are adjacent to municipal lands.

Landscaping:

53. Prior to the execution of the Development Agreement, the Owner shall submit landscape design plans and implement landscape works in accordance with the requirements of the Town's Landscape Design Guidelines for all proposed fencing, landscape structures, 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.
54. 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 boulevard areas

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designated for street tree plantings, storm water management facilities and landscape and grading buffers.

55. 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.
56. 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 based on the percentage amount of estimated landscape works provided by the consulting landscape architect and approved by the Town.

Building Division Conditions

57. 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.
58. 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.
59. 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. 350/06332/12 (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 Building Division and 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 Building Division.

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60. 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.
61. 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.

Noise Impact Study:

62. 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 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. 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.

Warning Clauses:

63. 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, as required by the Town:

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- 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 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."
- c) "Purchasers are advised that the Ministry of Conservation, Environment and Parks (MOECP) has issued a Certificate of Permitted Use respecting the subject lands related to soil and groundwater contamination identified on the subject property from former industrial land uses. And that the Owner covenants and agrees to provide purchasers copies of the MOECP issued CPU.
- d) "Purchasers are advised that all sanitary sewers, storm sewers, storm water management ponds, watermains, roadways, curbs, sidewalks, streetlights and other services situated within and servicing the condominium development are under the private ownership and responsibility of the condominium corporation and comprise part of the Common Elements and that all required actions, works, costs and expenses with respect to the use, operation, maintenance, repair, replacement and alteration of these services are the responsibility, liability and obligation of the condominium corporation and the Purchaser acknowledges that the Town shall have no responsibility, liability, or obligation whatsoever with

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respect to any other use, operation, maintenance, repair, replacement and alteration of these services.

External Agency Conditions

64. Prior to the release of the Plan for registration, the Owner shall submit clearances in writing to the Planning Division from the following external agencies with respect to the Owner's fulfillment of their related conditions of approval:

York Region Conditions

Clauses to be Included in the Town's Development Agreement

65. The Owner shall save harmless the Township of Aurora and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
66. The Owner shall agree to implement all recommendations of the Traffic Report as approved by York Region.
67. The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.

Conditions to be Satisfied Prior to Final Approval

68. The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town of Aurora and York Region.
69. Prior to final approval, the Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the residential portion of the subject development and have been allocated by the Town of Aurora:
 - a copy of the Council resolution confirming that the Town of Aurora has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan of subdivision.
 - a copy of an email confirmation by Town of Aurora staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
70. The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to

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Community Planning and Development Services and the Infrastructure Asset Management branch for record.

71. The Owner shall provide an updated Transportation Demand Management (TDM) Plan to address the following comments to the satisfaction of the Region
 - A TDM checklist that summarizes the programs and measures, estimated costs and responsibility of the applicant to implement TDM recommendations. Estimated costs for any items that are provided by the Region or the Municipality shall be identified as "TBD" (To be determined).
 - A TDM communication strategy, to assist the Region and the Town of Aurora to effectively deliver the Information Packages and pre-loaded PRESTO Cards to residents. This strategy shall also include a physical location for distribution of the Information Packages and pre-loaded PRESTO Cards. The applicant is responsible for the coordination and for providing a venue for the distribution of PRESTO cards. Each event, approximately 4 hours of staff time, can serve approximately 100 residential units. The applicant shall coordinate specific event details with York Region/York Region Transit Staff allowing a minimum of 2 months notice.
72. The Owner shall provide an executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
73. 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 Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable.
74. The Regional Corporate Services Department shall advise that Conditions 68 to 76 inclusive, have been satisfied.

Lake Simcoe Region and Conservation Authority Conditions

75. That this approval is applicable to the Draft Plan of Subdivision prepared by Groundswell Urban Planners Inc., (July 20, 2020) and may be subject to redline revisions based on the detailed technical plans and studies.
76. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and the Town of Aurora:
 - a) A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater

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Management Submissions and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan;

- 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;
- e) A Detailed Geotechnical Report;
- 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 (2014);
- g) A detailed planting plan and detailed restoration plan

77. 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

78. 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

79. That prior to final plan approval, the owner shall successfully apply and amend the Zoning By-Law by zoning Block D Environmental Protection (EP).

80. That the owner shall agree in the Subdivision Agreement to adequately demarcate the environmentally significant area located in Block D by means such as fencing (e.g. cedar rail, living) and signage.

81. 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 Town of Aurora.

82. 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 Town of Aurora.

83. 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

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approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.

84. That the owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Town of Aurora.
85. 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.
86. 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.
87. 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.
88. That prior to final approval the provisions of the Endangered Species Act shall be addressed to the satisfaction of the Ministry of the Environment Conservation and Parks.
89. 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.

Central York Fire Services Conditions

90. A clause shall be added to the Subdivision Agreement to ensure that prior to and during construction, a minimum of temporary street signage must be in place to assist emergency responses and access for emergency vehicles shall be maintained at all times.
91. A clause shall be added to the Subdivision Agreement to ensure that prior to and during construction, all roads must be complete to a minimum base coat and be able to support emergency vehicles with site access acceptable to Central York Fire Services.

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92. A clause shall be added to the Subdivision Agreement to ensure that prior to and during construction, water supply for firefighting, including hydrants must be installed and operational. Private hydrants shall be installed in accordance with Town of Aurora Engineering Design Standards.
93. A clause shall be added to the Subdivision Agreement to ensure that prior to and during construction, 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.
94. A clause shall be added to the Subdivision Agreement to ensure that prior to and during construction, provisions are provided for secondary access for emergency vehicles.
95. A clause shall be added to the Subdivision Agreement to ensure that upon completion of construction of buildings, approved signs shall be installed to indicate the location of the designated fire route. Signs to indicate by-law number 4574-04.T. Authorized signs shall be placed at the points of commencement and termination of the fire route, respectively, and at 23.0 metre intervals in between the said points of the commencement and termination. Where the fire route abuts the face of a building, fire route signs may be affixed to the face of the building at a minimum height of 2.0 metres, and a maximum height of 2.75 metres. Where the fire route abuts a sidewalk or landscaped area, fire route signs shall be erected on permanent posts at a minimum height of 2.0 metres, and a maximum height of 2.75 metres.

Ministry of Tourism and Sport

96. 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.

Canada Post

97. The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
98. 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

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any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.

99. 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.
100. 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.
101. The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
102. The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser/tenants 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/tenants of any established easements granted to Canada Post.
103. The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.
104. Developer is to inform Canada Post (Delivery Service Officer) of homeowner's taking occupancy a minimum of 1 year prior to first move in date.

Alectra Utilities

105. 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

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Utilities. The owner/developer is responsible to provide proof of the executed OTC to the municipality to have this condition met.

Ministry of Environment, Conservation and Parks

106. The owner/developer shall satisfy the requirements of the Ministry of Environment, Conservation and Parks with respect to obtaining any required Risk Assessment approvals, including implementing and registering the issued Certificate of Permitted Uses on title of the subject lands and future condominium corporation.

Clearances

107. The Town's Planning Division shall advise that Conditions 1 to 14 have been satisfied, stating briefly how each condition has been met.
108. The Town's Legal Services Division shall advise that Conditions 15 to 18 have been satisfied, stating briefly how each condition has been met.
109. The Town's Engineering Division shall advise that Conditions 19 to 47 have been satisfied, stating briefly how each condition has been met.
110. The Town's Parks Division shall advise that Conditions 48 to 56 have been satisfied, stating briefly how each condition has been met.
111. The Town's Building Division shall advise that Conditions 57 to 62 have been satisfied, stating briefly how each condition has been met.
112. York Region shall advise that Conditions 65 to 74 have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
113. The Lake Simcoe Region Conservation Authority shall advise that Conditions 75 to 89 have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
114. Central York Fire Services shall advise that Conditions 90 to 95 have been satisfied; the clearance letter shall include a brief statement detailing how the condition has been met.
115. The Ministry of Tourism shall advise that Condition 96 have been satisfied; the clearance letter shall include a brief statement detailing how this condition has been met.

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116. Canada Post shall advise that Conditions 97 to 104 have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
117. Alectra Utilities shall advise that Condition 105 has been satisfied; the clearance letter shall include a brief statement detailing how the condition has been met.
118. The Ministry of Environment, Conservation and Parks shall advise that Condition 106 has been satisfied; the clearance letter shall include a brief statement detailing how the condition has been met.