

SCHEDULE OF DRAFT PLAN CONDITIONS 19T(W)-22.004

Willowgrove Residences Corp.
11861 and 12045 McCowan Road, Town of Whitchurch-Stouffville
Original Council Approval: June 26, 2024
Council Revisions to Draft Approval: June 18, 2025

1.0	General
1.1	Approval shall relate to a Draft Plan of Subdivision prepared by Bousfields Inc, Drawing No. 23170-67dp, dated April 23, 2025.
1.2	This Draft Approval shall lapse on June 26, 2027 for each or any phase that is not registered by this date unless extended by the Town upon application by the Owner in accordance with the Planning Act.
1.3	The Owner agrees and covenants that the Draft Plan of Subdivision and associated conditions of Draft Approval may require revisions, to the satisfaction of the Town, to implement or integrate any recommendations resulting from studies or submissions required as a condition of Draft Approval.
1.4	The Town's Commissioner of Development Services is authorized to approve any red-lining, minor revisions to the Draft Plan of Subdivision or draft plan conditions as a result of errors, omissions or any other revisions as required through detailed Engineering design.
1.5	The Owner shall enter into a Subdivision Agreement and/or other Town agreements with the Town to satisfy all conditions, financial or otherwise of the Town, with regard to such matters as the Town may consider necessary.
1.6	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the Owner shall save harmless the Town and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
1.7	The Owner agrees and covenants to enter into agreement(s) with the Town, City of Markham and/or York Region, if required, to address any cross jurisdictional (cross municipal) matters and requirements, as identified and to the satisfaction of the Town, City of Markham and York Region.
1.8	<p>The developer will join the Landowner's Group for all the lands between McCowan Road, the eastern tributary of the Rouge River in Stouffville (Little Rouge Creek in Markham), southern boundary of the Town, Stouffville Road, the Gateway West Lands and the Western Approach Lands to:</p> <ul style="list-style-type: none"> a) Produce a comprehensive FSR (of all the lands) to the satisfaction of the Town and the Region; b) Design, implement and pay for all underground infrastructure upgrades beyond what is included in the Town's 2018 DC Background Study and the Town's November 2018 Water and Wastewater Master Plan Report; c) Prepare a Highway Access Management Plan if applicable/required,

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	<p>Transportation Impact Study and Functional Internal Traffic Study to the Satisfaction of the Town, the Region and the MTO.</p> <p>d) Design, implement and pay for all road infrastructure upgrades along Highway 48 as specified in the Highway Access Management Plan, Transportation Impact Study and Functional Internal Traffic Study.</p>
1.9	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreements to design, construct, and/or pay for the construction of public highways, bicycle lanes, curbs, gutters, sidewalks, underground and above ground services, streetlights, stormwater management facilities/modifications to the stormwater management facilities, street and directional signs, 911/building numbering signs, traffic calming controls, off-street trails and paths, etc. to the satisfaction of the Town. The Owner shall be responsible for, including all financial burdens associated with, the ongoing maintenance of the above-mentioned infrastructure until the Subdivision is assumed and/or the site plans are complete in accordance with the governing agreements, all to the satisfaction of the Town.</p>
1.10	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the Plan of Subdivision has been presented as one development and notwithstanding possible construction phasing, the plan will be assumed by the Town in its entirety as one development.</p>
1.11	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the development of the site is subject to a phasing plan to the satisfaction of the Commissioner of Engineering and Public Works. Further, the site is required to have 2 roadway accesses and 2 watermain connections for each phase of construction to the satisfaction of the Town prior to the commencement of construction of any dwelling. Said connections are to be completed to watermains that are fully operational.</p>
1.12	<p>Prior to the issuance of Final Approval of the Plan, the Owner shall satisfy the Town and other agency stakeholders (Region of York and City of Markham), in concert with the other benefitting landowners, any financial obligations (through the appropriate mechanisms) for the external municipal works identified in the Master Environmental Servicing Plan that are necessary to facilitate the development of the Draft Plan of Subdivision Lands prior to the execution of a Servicing Agreement, Subdivision Agreement or other agreement for municipal works that are not included in the Town's Development Charges Background Study.</p>
1.13	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreements to provide written notice of all Development Charges related to the Subdivision, including payments made and any amounts owing, to all first purchasers of Lands within the Plan at the time the Lands are transferred to the first purchasers.</p>
1.14	<p>The Owner shall pay any and all outstanding application fees to the Town in accordance with the in-effect Fees and Charges By-law as amended from time-to-time.</p>
1.15	<p>The Owner agrees to provide a Record of Site Condition for all lands within the subdivision to be conveyed indicating that no further environmental</p>

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	assessment is required in order to file a Record of Site Condition for the applicable land use (If the land use is unknown, Table 2 Residential/Parkland/Institutional Property Use shall be used). Once completed, the Owner shall provide a Letter of Acknowledgement of the filing and approval of a Record of Site Condition from the Ministry of Environment, Conservation and Parks for the land parcel for the applicable land use.
1.16	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements not to commence the stripping of topsoil or rough grading on the site, or, the removal of any trees, or construction of underground services and road construction in the absence of an approved Subdivision Agreement or other agreement with the Town and the submission and approval of a fill management plan.
1.17	The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreements to not stockpile or permit stockpiling of topsoil or any other materials at any time on Lands to be conveyed to the Town.
1.18	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that all lots or blocks to be left vacant for longer than a specified period of time shall be graded, seeded, and maintained to the satisfaction of the Town.
1.19	The Owner agrees and covenants not to commence construction of underground services and road construction in the absence of a Subdivision Agreement or other agreement that is satisfactory to the Town.
1.20	Where the Owner proposes to proceed with the construction of a model home(s) prior to registration of the Plan, the Owner agrees to enter into an agreement with the Town, setting out the conditions, and shall fulfill relevant conditions of that agreement prior to issuance of a Building Permit.
1.21	Full building permits will not be requested until servicing of the site is satisfactory to the Town Engineer. The owner may apply for a Conditional Building permit with the Town CBO. The Town CBO is not bound by the conditions of this approval to issue a conditional permit for any building within this development.
1.22	The Owner shall provide, prior to execution of the Subdivision Agreement, detailed engineering drawings that have been prepared by a qualified engineer, which will include, but not be limited to grading control plans, plan and profile drawings of all underground and above ground services, general plans, drainage plans, composite utility plans, stormwater management detail plans, etc. to the satisfaction of the Town Engineer.
1.23	The Owner shall submit a Master Environmental Servicing Plan (MESP) prepared by qualified professionals to the satisfaction of the Town Engineer, Toronto & Region Conservation Authority, Region of York, and the City of Markham, prior to the submission of detailed engineering drawings and supporting documentation. The MESP terms of reference will be approved by all stakeholders prior to commencement of the study. The MESP shall include for all proposed and future development lands within the area bounded by Highway 48, Stouffville Road, McCowan Road and the south Town limit. The MESP shall include but not be limited to the following areas

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	<p>of review:</p> <ul style="list-style-type: none"> a) Natural Heritage Evaluation; b) Hydrogeological Assessment; c) Geotechnical Study; d) Traffic Impact Study; e) Water Balance Study, including Feature based Water Balance; and f) Master Servicing Evaluation.
1.24	<p>The Owner agrees and covenants that in the Subdivision Agreement and/or other Town Agreements that the final placement of all internal streets and all associated infrastructure needed to service the development shall be determined upon the following studies being finalized and approved to the Town's and TRCA's satisfaction:</p> <ul style="list-style-type: none"> a) Environmental Impact Study; b) Functional Servicing and Stormwater Management Study; c) Hydrogeology Report and Water Balance Report; d) Geotechnical Study; e) Traffic Impact Study; and f) Noise Feasibility Study
1.25	<p>The Owner agrees to submit a soils/geotechnical report, prepared by a qualified Engineer that addresses the suitability of the lands for residential development, the construction of municipal roads and infrastructure to the Town for review and approval before the detailed engineering drawings are signed by the Town Engineer. The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to carry out, or cause to carry out, the recommendations of the report including pavement design, pipe bedding, cathodic protection, etc., for ideal and non-ideal conditions to the satisfaction of the Town.</p>
1.26	<p>The Owner agrees that firebreak lots within the Draft Plan of Subdivision shall be designated in the Subdivision Agreement, to the satisfaction of the Fire Chief. The Owner shall provide a Letter of Credit in the Subdivision Agreement in an amount to be determined by the Town at the Subdivision Agreement stage to ensure compliance with this condition.</p>
1.27	<p>The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements that the Owner shall not enter into any contract for the performance of any of the Works or begin performing any of the works in accordance with the approved engineering drawings unless and until the form and provisions of the contract, the contractor's guarantees and the contractor have been first approved by the Town Engineer and a copy of the executed documentation has been provided to the Town for record keeping purposes, which approval shall not be unreasonably withheld. The contract or contracts shall provide that the Town Engineer may inspect the construction of any and all work under the contracts and that the Town Engineer shall have authority</p>

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	to instruct the contractor or contractors to stop work should any construction be undertaken contrary to the Town's requirements.
1.28	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreements that any future construction of buildings shall be designed in such a manner that the building foundation footing and associated weeper shall be constructed and installed a minimum of 0.6 metres above the observed and historic high groundwater elevation for this development. Observed and historic high ground water elevations shall be documented in a Hydrogeological Study prepared by a qualified professional and approved by the Town. The Owner shall retain qualified professionals to confirm in writing to the Town that the proposed footing elevations and associated weepers specified are a minimum of 0.6 metres above the observed and historic high groundwater elevations noted above.</p>
1.29	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreements to prepare a Neighbourhood Information Plan for review and approval by the Town as a part of the first Engineering Submission prior to installation in every sales office associated with this plan for the benefit of prospective purchasers. This Neighbourhood Information Plan shall contain, at a minimum, the following as information becomes available:</p> <ul style="list-style-type: none"> a) Sidewalks, including sidewalks connecting to existing external b) subdivisions; c) Driveways; d) Above ground utilities; e) Naturalized areas; f) Stormwater management facilities, including wet ponds, g) underground tanks, hydrodynamic separators and maintenance h) accesses; i) Low impact development measures (i.e. infiltration facilities, etc.); j) Parks and open space blocks; k) Transit routes and transit stops (existing and proposed); l) Information of the development of the other Lands owned by the m) applicant. n) Active transportation routes; o) Canada Post boxes; p) Street furniture; and, q) Location of high schools and elementary schools. <p>The content of the Neighbourhood Information Plan will be subject to direction by the Town and it will also be subject to revisions as determined by the Town as the detailed design and approval of the services and features of the plan are finalized. The Town may also require that adjacent land uses be shown as well. The Owner shall agree to implement and post revisions of the Neighbourhood Information Plan as directed by the Town. All display plans shall be reviewed and approved by Town staff prior to their display in the sales office.</p>

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1.30	<p>The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements that the Owner shall prepare a notice for future purchasers that provides the following:</p> <ul style="list-style-type: none"> a) Role and function of roads within and adjacent to the subdivision; b) The responsibility of the developer with respect to unassumed roads; c) The nature of any easements; d) The location and purpose of all low impact development measures (i.e. rain barrels, infiltration facilities, etc.) located on private lots; f) The location of sidewalks; g) The extent of the private lots as it relates to the curb; h) On-street parking rules; i) Maintain the original lot plan; and, j) Driveway locations. <p>The Town shall review the notice prior to its release.</p>
1.31	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements that, prior to registration of the plan, documentation of the land transfer between Block “O” and the abutting property to the south on the draft plan shall be provided.
1.32	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements to apply civic number signs to lots/blocks to the satisfaction of the Town’s Chief Building Official and Fire Chief prior to registration of the plan and as per the Town’s Building Numbering By-Law following registration of each phase of the plan and erection of the building. Buildings with access off of rear lanes are to be affixed with street names and civic numbers at the front and rear building elevations of each dwelling unit all to the satisfaction of the Town.
1.33	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that a site plan application will be required for the proposed Farmer’s Market site located within the Block G2 (Greenbelt) and all new impervious surfaces are to be located outside of the NHS. The Owner also agrees to retain the existing residential dwelling on Block G2. Also Refer to Conditions 8.17, 8.18, and 8.19.
1.34	The Owner agrees and covenants to submit a Notice of Entry into the Ontario Public Register of Archaeological Reports for the Stage 3 Archaeological Assessment of 11861 McCowan Road to the satisfaction of the Town’s heritage planner.
1.35	The Owner agrees and covenants to submit a Cultural Heritage Impact Assessment for the farm complex including any opportunities for interpretation to the satisfaction of the Town’s heritage planner, and to implement any measures recommended by the Cultural Heritage Impact Assessment to the satisfaction of Town
2.0	Road Allowances and Transportation
2.1	The Owner agrees and covenants in the Subdivision Agreement and/or other

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	Town Agreements that the public highways shall be designed and constructed in accordance with established municipal standards or as established and outlined in the approved MESP to the satisfaction of the Town.
2.2	The road allowances included within this Draft Plan of Subdivision shall be dedicated as public highways without monetary consideration and shall be free of all encumbrances.
2.3	The road allowances included within this Draft Plan of Subdivision shall be named to the satisfaction of the Town and York Region.
2.4	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to provide temporary turning circles and any necessary easements (if and where required) at the Owner's expense. The Owner also agrees and covenants in the Subdivision Agreement to remove the temporary turning circles and restore the streets to their normal condition at the Owner's expense when required by the Town and to the satisfaction of the Town.
2.5	All required 0.3 metre reserves as identified by the Town shall be conveyed to the Town without monetary consideration and shall be free of all encumbrances.
2.6	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that an appropriate noise study that recommends noise attenuation features shall be prepared to the satisfaction of the Town prior to the entering into of a Site Plan Agreement for the said Blocks. The Owner agrees and covenants in the future Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved report, to the satisfaction of the Town.
2.7	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that if deemed appropriate, noise fences adjacent to municipal roads will be constructed on the private side of the 0.3 metre reserve and may be a maximum of 2.2 metres in height, subject to the Town's concurrence.
2.8	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to submit a Streetscape Plan, prepared by a qualified Landscape Architect in good standing with the O.A.L.A., to the satisfaction of the Town. The Streetscape Plan shall include all roads internal to the Subdivision. The Streetscape Plan shall include a street tree planting plan which shall include a target of one tree per residential lot (at a minimum), spaced at average intervals of 10 metres, recognizing the constraints associated with driveway locations and the placement of above ground utility pads/pedestals, etc. The minimum caliper of trees shall be 70 mm. Where the Owner cannot achieve the tree-planting scheme noted above the Owner shall provide alternate locations for the trees within the municipal right of way or at another location to the satisfaction of the Town. The size, spacing and species selected shall be as per the approved Landscape Plans and coordinated with the Composite Utility Plan all to the satisfaction of the Town.
2.9	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the detailed design and the construction of all

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	approved landscaping shall be completed in accordance with the provisions of the approved Streetscape Plan and at no cost to the Town.
2.10	The Owner agrees to submit a Traffic Impact Study (TIS) for review and approval by the Town and York Region. The recommendations of the TIS shall be incorporated into the design prior to final approval by the Town and Region.
2.11	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to prepare an Active Transportation Plan and/or Traffic Control Plan that provides details including but not limited to all traffic control measures, on-street parking locations, sidewalks and bicycle routes to the satisfaction of the Town and York Region. The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to carry out, or cause to carry out, the recommendations set out in the Active Transportation Plan and/or the Traffic Control Plan to the satisfaction of the Town.
2.12	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the sidewalks internal to the Plan shall be constructed within the road allowance to the satisfaction of the Town and the Region of York.
2.13	The Owner agrees that at the detailed design stage the alignment of Street I at the intersection of Street E will be revised to ensure that the centreline a pavement is continuous through that intersection and that the Street I centreline tangent east of Street E meets the minimum geometric requirements of the Towns Engineering Guidelines Section B3.00, Table B-1.
3.0	Land Conveyances - Town
3.1	<p>The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements to convey the following lands to the Town free of all costs and encumbrances to the satisfaction of the Town:</p> <ul style="list-style-type: none"> a) Underground Storm Water Facility/Open Space – Block B (size and configuration subject to change); b) Open Space Vista – Block C; c) Storm Water Management Facility – Block D; d) Walkway – Block F; e) Greenbelt – Blocks G1 and G2 - Refer to Conditions 8.17, 8.18, 8.19; f) Oak Ridges Moraine Block H2; g) Natural Heritage System Buffers – Blocks I and J; and h) Overland Flow – Block K.
3.2	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements to convey the following lands to the Town free of all costs and encumbrances to the satisfaction of the Town:

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	a) Block H1 (11.566 hectares).
3.3	The Owner shall not be required to convey Block H1 to the Town, provided that the Town secures the conveyance of ORM lands within the lands subject to O.Reg 610/20 through Draft Plan Approval (File No. 19T(W)-22.008).
3.4	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements to convey a 0.8 hectare Block to the Town, free of all costs and encumbrances, for the purposes of a Fire Station. The location of this future Block will be within Block H1, as determined by the Town.
4.0	York Region
Clauses to be included in Subdivision Agreement	
4.1	<p>The Owner agrees that upon draft plan approval that it shall, within 60 days of receiving draft plan approval, enter into an agreement with the Region of York and Town of Whitchurch-Stouffville (as may be applicable), which agreement shall be registered on title, committing the owner to:</p> <p style="padding-left: 40px;">A. Include a Warning Clause in any/all agreements of purchase and sale that advises that the Plan of Subdivision cannot be registered until:</p> <p>a)</p> <p style="padding-left: 40px;">i. The Town of Whitchurch-Stouffville confirms in writing that municipal water and wastewater infrastructure is available to service the subject lands; and</p> <p style="padding-left: 40px;">ii. The Town of Whitchurch-Stouffville has allocated, within the limit of the Regional capacity assignment, adequate water and wastewater servicing capacities to the subject development; and,</p> <p style="padding-left: 40px;">iii. York Region has advised in writing that it is no earlier than twelve (12) months prior to the expected completion of all applicable Regional water and wastewater infrastructure to support the subject development;</p> <p>OR</p> <p>b)</p> <p style="padding-left: 40px;">i. the Regional Commissioner of Public Works and the Town of Whitchurch-Stouffville confirm servicing capacity for this development by a suitable alternative method and the Town allocates the capacity to this development.</p> <p style="text-align: center;">AND</p>

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	<p>B. Not enter into any agreements of purchase and sale with non-end users for the subject lands unless the agreement of purchase and sale contains a condition that requires the purchaser and any subsequent purchasers to enter into a separate agreement with the Town. This agreement shall be registered on title, committing the owner to the same terms as set out in item A above.</p> <p>(*) the term 'end users' for the purpose of the above-noted condition is defined as the eventual homeowner who is purchasing an individual lot containing a dwelling for the purpose of occupancy.</p>
4.2	<p>Upon Draft Approval the Owner shall enter into an indemnity agreement with York Region, which agreement shall be registered on title, acknowledging that the municipal water and wastewater servicing plans for the development of the subject lands have not been approved at the time of issuance of these conditions, and agreeing to save harmless York Region from any claim or action as a result of York Region releasing conditions of draft approval as part of the draft approval of Plan of Subdivision 19T(W)-22.004 / SUBP.23.W.0007, or any phase thereof, including, but not limited to claims or actions resulting from water or sanitary sewer service not being available when anticipated. The agreement shall include a provision that requires all subsequent purchasers of the subject lands, to enter into a separate agreement with York Region as a condition of the agreement of purchase and sale, agreeing to indemnify York Region on the same terms and conditions as the owner.</p>
4.3	<p>The Owner acknowledges that a Master Environmental Servicing Plan (MESP) for the Hwy 48 Block shall be completed and approved to the satisfaction of the Town and Region, prior to final approval.</p>
4.4	<p>The Owner shall design, construct, install and commission the proposed interim water booster pumping station and connections to the Regional trunk watermain and trunk sewer infrastructure, as well as to any terms related to the foregoing, such as decommissioning of temporary infrastructure, all to the satisfaction of York Region.</p>
4.5	<p>The Region makes no commitment to advance or fund the construction of the North Markham Water and Wastewater Servicing project to service the subject development. At the time of issuing these conditions, timing of the North Markham Water and Wastewater Servicing project are as per the 2022 Water and Wastewater Master Plan and Capital Plan.</p>
4.6	<p>The Owner shall save harmless the Town of Whitchurch-Stouffville and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.</p>
4.7	<p>The Owner shall agree that no private vehicular access will be provided to Blocks 5, 280, 281, B, H1, H3, I3 and P to McCowan Road, access shall be provided through local roads.</p>

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4.8	The Owner shall agree in the Subdivision Agreement to implement the recommendations of the revised Transportation Study, including TDM measures and incentives, as approved by the Region.
4.9	<p>The Owner shall agree to reserve unobstructed locations for the future construction of passenger standing areas/shelter pads identified below:</p> <p>On Street: Westbound on Street D At Street: East of Street C Location: on Lot 156 Standard Specifications: YRT 1.01</p> <p>On Street: Southbound on Street F At Street: North of Street I Location: on Block 279 Medium Density Condominium Specifications: YRT 1.01</p> <p>On Street: Southbound on Street F At Street: North of Street J Location: on Lot 34, adjacent to Lot 21 Standard Specifications: YRT 1.01</p> <p>On Street: Westbound on Street J At Street: West of Street L Location: centered between lots 70 and 71 Standard Specifications: YRT 1.01</p> <p>On Street: Northbound on McCowan Road At Street: South of Street D Location: On Block 280 High Density Mixed Use Standard Specifications: YRT 1.01</p> <p>On Street: Eastbound on Street D At Street: West of Street F Location: on Block 279 Medium Density Condominium Standard Specifications: YRT 1.01</p> <p>On Street: Northbound on Street F At Street: South of Street D Location: On Block 282 Mixed Use Hub Standard Specifications: YRT 1.01</p> <p>On Street: Northbound on Street F At Street: North of Street M/Farmer's Market Access Road Location: Block A USWMF/Open Space, approximately 12.0 m north of the curb return Standard Specifications: YRT 1.01</p>

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4.10	Landscaping should not interfere with the identified bus stop[s], passenger standing area[s], shelter[s] or corner sightlines. Bus stop[s] located in front of the employment areas shall be incorporated into the landscape design.
4.11	Where a bike path/MUP is planned, unobstructed lands reserved for the future construction of a bus stop shall be located in front of the bike path/MUP.
4.12	The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services in this development. The Owner/consultant is to contact YRT Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
4.13	The Owner shall agree in the subdivision agreement, in wording satisfactory to Development Engineering, that a Site Plan Application approval from Region is required to be in place before the commencement of any site alteration or construction works for Blocks M, B, H1, H3, I3, P, 280, and 281 abutting McCowan Road.
4.14	The Owner shall agree where enhanced landscape features beyond street tree planting, sod and concrete walkways are proposed in the York Region Right-Of-Way by the Owner or the area municipality, these features must be approved by Development Engineering and shall be maintained by the owner before assumption and the area municipality after assumption of said features. Failure to maintain these landscape features to York Region's satisfaction will result in the Owner or the area municipality incurring the cost of maintenance and/or removal undertaken by the Region depending on the status of assumption
4.15	The Owner shall agree, in wording satisfactory to Development Engineering, 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 the Environment, Conservation and Parks guidelines and the York Region Noise Policy.
4.16	<p>The following warning clause shall be included in a registered portion of the Subdivision Agreement with respect to the lots or blocks affected:</p> <p style="text-align: center;"><i>"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".</i></p>
4.17	Where noise attenuation features will abut a York Region right-of-way, the Owner shall agree, in wording satisfactory to York Region's Development Engineering, as follows:

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	<ul style="list-style-type: none"> 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; and c) That maintenance of the noise barriers and fences bordering on York Region right-of-way shall not be the responsibility of York Region.
4.18	The Owner shall agree that prior to the development approval of Blocks M, B, H1, H3, I3, P, 280, and 281, that access to Blocks M, B, H1, H3, I3, P, 280, and 281 shall be via the internal road network and direct access to McCowan Road will not be permitted.
4.19	The Owner shall agree, in the wording satisfactory to Development Engineering, 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.
Conditions to be Satisfied Prior to Final Approval	
4.20	The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town and York Region.
4.21	The Functional Servicing Report for the subject development shall be updated to conform to the water and wastewater servicing strategy in the approved Master Environmental Servicing Plan (MESP) for the Hwy 48 Block.
4.22	The Owner shall enter into an agreement with York Region which shall set out terms and conditions relating to financial arrangements for the proposed interim water booster pumping station as well as the terms under which the facility shall be constructed and commissioned, all to the satisfaction of York Region.
4.23	In the event that wastewater services are being provided through the City of Markham owned infrastructure, the Owner shall provide confirmation to the Region that the Town of Whitchurch-Stouffville and City of Markham have agreed to this arrangement.
4.24	The Owner shall provide a detailed population and infrastructure phasing plans for the full buildout of the subdivision and any associated future applications, to the satisfaction of the Region.

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4.25	<p>The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the Town of Whitchurch-Stouffville:</p> <ul style="list-style-type: none"> a) A copy of the Council resolution confirming that the Town of Whitchurch-Stouffville has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan of subdivision. b) A copy of an email confirmation by Town of Whitchurch-Stouffville staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
4.26	<p>The Owner shall provide an electronic set of the final engineering drawings showing the water and wastewater infrastructure for the proposed development to the Region for record.</p>
4.27	<p>A design drawing shall be provided for the access locations at McCowan Road showing the exclusive turn lanes, designed to Regional standards, to the satisfaction of the Region.</p>
4.28	<p>The Owner shall provide a M-Plan that addresses all of the Region's comments to the Region of York's satisfaction.</p>
4.29	<p>The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required road improvements for this subdivision. The report/plan, submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.</p>
4.30	<p>The Owner shall provide a set of engineering drawings and reports, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:</p> <ul style="list-style-type: none"> a) Plan and Profile for the York Region road and intersections; b) Cross Section on York Region right-of-way at 20m interval where the site is abutting; c) Grading and Servicing Plans; d) Intersection/Road Improvements, including the recommendations of the Transportation/Traffic Report; e) Construction Access Design; f) Utility and underground services Location Plans; g) Signalization and Illumination Designs;

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	<ul style="list-style-type: none"> h) Line Painting; i) Traffic Control/Management Plans; j) Erosion and Siltation Control Plans; k) Landscaping Plans, including tree preservation, relocation and removals; l) Arborist Report; m) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva; n) Functional Servicing Report (water, sanitary and storm services); o) Water supply and distribution report and model; p) Engineering drawings showing plan and profile views of proposed works related to connections to or crossing of Regional watermain or sewer, including the following, as applicable: <ul style="list-style-type: none"> a. Disinfection Plan b. MOECC Form 1 – Record of Watermain Authorized as a Future Alteration q) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
4.31	The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region right-of-way. Only those works located in their ultimate location based on the next planning upgrade for this right-of-way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
4.32	The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality.
4.33	The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
4.34	The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.

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4.35	The Owner shall demonstrate, to the satisfaction of Development Engineering, that elevations along the streetline shall be 0.2 metres above the centreline elevations of the York Region roadway, unless otherwise specified by Development Engineering.
4.36	The Owner shall have prepared, by a qualified Tree Professional, a Tree Inventory and Preservation / Removals Plan and Arborist Report identifying all existing woody vegetation within the York Region Right-Of-Way to be removed, preserved or relocated. The report / plan, submitted to Development Engineering for review and approval, shall adhere to the requirements outlined in the York Region Street Tree and Forest Preservation Guidelines and shall be to the satisfaction of York Region Natural Heritage and Forestry Staff.
4.37	The Owner shall have prepared, by a qualified professional Landscape Architect, landscape design plans detailing landscape works and street tree planting in the York Region Right-Of-Way as required by any and/or all of the following, York Region's Streetscaping Policy, York Region's Street Tree Preservation and Planting Design Guidelines, any prevailing Streetscape Masterplan or Secondary Plan or as required by Urban and Architectural Design Guidelines.
4.38	The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
4.39	The Owner shall implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.
4.40	The Region requires the Owner submit a Phase One Environmental Site Assessment ("ESA") in general accordance with the requirements of the <i>Environmental Protection Act</i> and O. Reg. 153/04 Records of Site Condition, as amended ("O. Reg. 153/04"). The Phase One ESA must be for the Owner's property that is the subject of the application and include the lands to be conveyed to the Region (the "Conveyance Lands"). The Phase One ESA cannot be more than two (2) years old at: (a) the date of submission to the Region; and (b) the date title to the Conveyance Lands is transferred to the Region. If the originally submitted Phase One ESA is or would be more than two (2) years old at the actual date title of the Conveyance Lands is transferred to the Region, the Phase One ESA will need to be either updated or a new Phase One ESA submitted by the Owner. Any update or new Phase One ESA must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. The Region, at its discretion, may require further study, investigation, assessment, delineation and preparation of reports to determine whether any action is required regardless of the findings or conclusions of the submitted Phase One ESA. The further study, investigation, assessment, delineation and subsequent

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	<p>reports or documentation must be prepared to the satisfaction of the Region and in general accordance with the requirements of O. Reg. 153/04. Reliance on the Phase One ESA and any subsequent reports or documentation must be provided to the Region in the Region's standard format and/or contain terms and conditions satisfactory to the Region.</p> <p>The Region requires a certified written statement from the Owner that, as of the date title to the Conveyance Lands is transferred to the Region:</p> <ul style="list-style-type: none"> a) There are no contaminants of concern within the meaning of O. Reg. 153/04, which are present at, in, on, or under the property, or emanating or migrating from the property to the Conveyance Lands at levels that exceed the MOECC full depth site condition standards applicable to the property; b) no pollutant, waste of any nature, hazardous substance, toxic substance, dangerous goods, or other substance or material defined or regulated under applicable environmental laws is present at, in, on or under the Conveyance Lands; and c) there are no underground or aboveground tanks, related piping, equipment and appurtenances located at, in, on or under the Conveyance Lands. Any stormwater facility outlet to Region owned or Region Conveyed Lands is to be designed and constructed to satisfaction of York Region. <p>The Owner shall be responsible for all costs associated with the preparation and delivery of the Phase One ESA, any subsequent environmental work, reports or other documentation, reliance and the Owner's certified written statement.</p>
4.41	<p>Upon registration of the plan, the Owner shall convey the following lands to York Region for public highway purposes, free of all costs and encumbrances, to the satisfaction of the Regional Solicitor:</p> <ul style="list-style-type: none"> a) A widening across the full frontage of the site where it abuts McCowan Road of sufficient width to provide a minimum of 18 metres from the centreline of construction of McCowan Road and any lands required for additional turn lanes at the intersections; b) A 15 metre by 15 metre daylight trapezoid at the Street D and McCowan Road intersection; c) A 15 metre by 15 metre daylight trapezoid at the Street J and McCowan Road intersection; and, d) 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 McCowan road and adjacent to the above noted widening(s).

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4.42	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.
4.43	The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's right-of-way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
4.44	The Owner shall provide an executed copy of the subdivision agreement with the local municipality to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
4.45	For any applications (Site Plan or Zoning By-law Amendment) deemed complete after January 1, 2020, the Owner shall enter into a Development Charge Rate Freezing Agreement with York Region to freeze/lock in the Development Charge rate at the time the site plan application or Zoning Bylaw Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.
5.0	Water and Sanitary
5.1	The Owner shall submit an updated Preliminary Servicing Study and Stormwater Management Analysis prepared by a qualified professional to the satisfaction of the Town Engineer before the detailed engineering drawings are signed by the Town Engineer. If construction phasing of the plan is proposed, the study shall document proposed phasing of services. The documentation shall detail further, all roads and services should be designed in accordance with the Functional Servicing Study (FSS) for the Town of Whitchurch-Stouffville, as prepared by IBI Consulting Group and dated May 2013, subject to amendment by subsequent studies approved by the Town including the Transportation Master Plan and the Water and Wastewater Master Plan. The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to carry out, or cause to carry out, the recommendations set out in the approved study, to the satisfaction of the Town.
5.2	The Owner is required to provide hydraulic modelling of the proposed water system to the satisfaction of the Town. The owner shall submit a Water System Analysis and Report prepared by a qualified professional that

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	addresses internal and external impacts of the Draft Plan of Subdivision on the existing water system. This shall include updating and calibrating the existing model, at the discretion of the Town Engineer. The report shall be submitted prior to execution of the detailed engineering drawings by the Town Engineer. The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to carry out, or cause to carry out, the recommendations set out in the approved report, to the satisfaction of the Town.
5.3	No service allocation shall be provided to this development until a satisfactory servicing solution is designed by the Owner's Consultants and approved by the Town in collaboration with peer reviews including Town Water and Wastewater Model Analysis all to the sole satisfaction of the Town Engineer. Staff will report back to Council with allocation requests for this development when satisfactory servicing is designed for this development or a strategy for servicing is approved by the Town Engineer.
5.4	The Owner shall design, construct, maintain, operate and be financially responsible for a private temporary sanitary pumping station (SPS) to service the subject lands until it is assumed by the City of Markham. The design of said temporary SPS shall be provided to the Town and the approval authorities for review and acceptance. The Owner shall enter into agreement with the City of Markham for the ownership, maintenance and operation of the SPS located in the Markham lands. A copy of the executed agreement shall be provided to the Town.
5.5	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to be responsible for maintenance of adequate Chloramine residuals in the watermains within the Plan after successful testing and connection to the potable municipal water system and continue until such time as determined by the Town or until assumption of the Plan. In order to maintain adequate chloramine residuals, the Owner will be required to pay for the costs of the Town's contractor who will undertake the necessary measures including flushing the water system and sampling for chlorine residuals on a regular basis determined by the Town. The Owner shall also be responsible for the costs associated with the metered consumption of water used in the program.
5.6	The Owner shall undertake the design and construction of the Development Charge Eligible projects W59, W61, W62, and W63 as part of the internal servicing of their lands and shall construct these projects to the sole satisfaction of the Town Engineer. The proposed water system will be required to include at minimum two independent connections to the existing water system in all independent phases of development.
5.7	The Owner shall submit a detailed Hydrogeological Impact Study for the review and approval of the Town that identifies, if any, local wells in the Town

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	and the City of Markham that may be influenced by construction and, if necessary, outline a monitoring program to be undertaken before, during and after construction of the subdivision. The hydrogeological study is also to provide technical input to proposed servicing of the site with respect to conflicts with groundwater, control of groundwater during servicing, the need to obtain a Permit to Take Water and specifically the proposed design of Low Impact Development measures. The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to carry out, or cause to carry out, the recommendations set out in the approved report, to the satisfaction of the Town.
5.8	Where proposed water system and sanitary sewer alignments are within privately owned lands outside the subject development, the Owner shall secure easement agreements with these external landowners to the satisfaction of the Town. Should these lands become registered as public road allowances prior to decommissioning on the works, the noted easement agreements will be transferred to the Town. All costs associated with said agreements will be borne by the Owner.
5.9	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that Final Approval of the Draft Plan of Subdivision, or any phase thereof, shall be subject to adequate sanitary sewer capacity and water supply being allocated to the Subdivision by the Town.
5.10	The Owner shall contribute in concert with the benefitting landowners to design, construct, maintain, operate and be financially responsible for an independent forcemain discharging to the YDSS sewer. Alternatively, the Owner in collaboration with other benefitting landowners shall design, construct, maintain, operate and be financially responsible for a gravity sewer to an approved outlet, until such time as this sewer is assumed by the appropriate approval authority in accordance with future agreements. Under no circumstance will a gravity sewer discharging to a sanitary pumping station be assumed by the Town. Under no circumstance shall a proposed forcemain be discharged to an existing forcemain connected to an independent SPS. The proposed forcemain or gravity sewer will be a non-DC project with all the costs to be borne by owner/s or its successors.
5.11	Where a privately owned forcemain is located within a public road allowance at the time of registration of said road allowance, the Owner shall enter into an easement agreement with the Town. All costs associated with said agreements will be borne by the Owner.
5.12	The temporary SPS and forcemain will be decommissioned to the satisfaction of the applicable approval authority at such time as a permanent sanitary infrastructure servicing solution is available. The cost of decommissioning will be the financial responsibility of the Owner.

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5.13	A downstream sanitary solution, water booster pumping station and looped water system shall be designed and approved with milestone dates established (linked to plan registration, building permits, etc.) to the satisfaction of the Town, and the Region of York and City of Markham as required.
5.14	<p>The Owner shall provide to the Region the following documentation to confirm that water and wastewater services are available to the subject development and have been allocated by the Town:</p> <ul style="list-style-type: none"> a) a copy of the Council resolution confirming that the Town has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this Draft Plan of Subdivision, or any phase thereof; and b) a copy of an email confirmation by Town staff stating that the allocation to the subject development remains valid at the time of the request for Regional clearance of this condition.
5.15	The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Submission requirements will be determined at the time of the Detailed Design submission.
5.16	The Owner shall provide drawings for the proposed servicing of the site, stamped and signed by a professional engineer, to be reviewed by the Town Engineer, or their approved alternate, and MECP forms together with any supporting information shall be submitted to Town Engineer for review and endorsement.
6.0	Stormwater Management
6.1	The Owner agrees to provide a final Stormwater Management Report to the Town addressing outstanding requirements including, but not limited to, determining the post development drainage boundaries, providing sufficient areas for infiltration to ensure the water balance requirements are met and providing acceptable methods of achieving the water quality requirements, all to the satisfaction of the Town.
6.2	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the stormwater management design must be based on providing Enhanced Level water quality control as per the MECP's Stormwater Management and Planning Manual, 2003. In accordance with the Town's Consolidated Linear Infrastructure Environmental Compliance Approval (CLI-ECA) any manufactured treatment device shall be tested in accordance with the TRCA protocol Procedure for Laboratory Testing of OGSs and testing data verified in accordance with the ISO 14034 Environmental Technology Verification (ETV) protocol.

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6.3	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the underground stormwater management tank shall be designed to the satisfaction of the Town engineer, including providing a tank product that is approved by the Town engineer.
6.4	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements in wording acceptable to the Town that the cost of perpetual maintenance for the purpose of operating and maintaining the stormwater management facility shall be submitted to the Town prior to registration of the development. The perpetual maintenance shall be determined by the Owner to the satisfaction of the Town and shall include all operations and maintenance costs and the lifecycle replacement costs.
6.5	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to implement Low Impact Development (LID) initiatives within Lands in conjunction with TRCA permits and approvals at no cost to the Town and the TRCA. The LID initiatives will be vetted with the Town and TRCA prior to design finalization and any recommendations by the Town and/or TRCA shall be incorporated into the design of the LIDs all to the satisfaction of the Town Engineer.
6.6	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the provision of LID strategies within this site may not be used to offset the hydrologic and/or hydraulic considerations for the stormwater management facilities for this site.
6.7	The Owner agrees that all proposed LID facilities shall be designed in such a manner that the base of the LID shall be constructed and installed in accordance with the MECP requirements, and that best efforts shall be made to maintain a minimum of 1.0 metre separation above the observed and historical high groundwater elevation. Separations of less than 1.0 metre will require approval from the TRCA.
6.8	The Owner agrees that Stormwater Management Blocks may be increased in size, should refinement of design parameters, including but not limited to changes to the imperviousness values, result at the detailed design stage. SWM Block expansion will be required fully on developable lands and not within development buffers.
6.9	The Owner agrees in the subdivision agreement that construction on development lands east of Block G1 (Greenbelt) cannot proceed until the sanitary and storm sewers and the stormwater management facility identified as SWMF #3 located on Draft Plan of Subdivision 19T(W) 22.008 have been constructed.
6.10	Part of a stormwater management pond is permitted to be located in Block G2 (Greenbelt) provided the pond is located outside of any Key Natural

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	Heritage Features, Key Hydrological Features and associated Minimum Vegetation Protection Zones, and that the criteria outlined in S. 4.2.1.2 and 4.2.3 of the Greenbelt Plan, is satisfied through the technical review of the Environmental Impact Study and/or Stormwater Management Pond design to ensure these requirements have been adequately addressed.
7.0	Environmental
7.1	<p>That prior to any site alteration and prior to the registration of this plan or any phase thereof, the Owner shall submit a detail engineering report (or reports) and plans, in accordance with the Functional Servicing and Preliminary Stormwater Management Report, prepared by C.F. Crozier & Associates Inc., dated April 2024, as amended to the satisfaction of Toronto and Region Conservation Authority (TRCA) and the Town of Whitchurch-Stouffville. This submission shall include:</p> <ul style="list-style-type: none"> a) A detailed description of the storm drainage systems (quantity and quality) for the proposed development, as well as a description of the capture and control of all external drainage areas; b) Plans illustrating how this drainage system will tie into surrounding drainage systems, i.e., identifying if it is part of an overall drainage scheme, how external flows will be accommodated, the design capacity of the receiving system; c) Appropriate stormwater management techniques which may be required to control minor and major flows; d) The Stormwater Management Facilities shall be appropriately sized to control the minor and major flows (up to the 100-year design storm) to the allowable release rates. Should the stormwater management facilities require additional area it will not be extended into the environmental features and/or hazard lands and their associated buffers as identified to the approval of the TRCA; e) Appropriate Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of ground and surface water resources as it related to the natural system, both aquatic and terrestrial; f) Low Impact Development (LID) measures to promote infiltration, reduce run-off and maintain water balance for the plan area to achieve average annual water balance and 5 mm on-site retention; g) Detailed plans and calculations for the proposed lot-level, conveyance, and end-of-pipe controls to be implemented on the site; h) Proposed measures to maintain feature-based water balance and to mitigate impacts to those natural features that have been assessed to be likely impacted by the development;

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	<ul style="list-style-type: none"> i) An evaluation that addresses the need for groundwater dewatering during construction, including but not limited to details for its disposal, potential impacts to natural features due to groundwater withdrawal, mitigation, and any permitting requirements; j) Grading plans for the subject lands; k) An erosion and sediment control report and plans for the subject lands that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction; and, l) The location and description of all outlets and other facilities or works which may require permits from TRCA pursuant to the <i>Development, Interface with Wetlands and Alterations to Shorelines and Watercourses Regulation</i> (Ontario Regulation 166/06), as may be amended.
7.2	That prior to any site alteration and prior to the registration of this plan or any phase thereof, the Owner shall obtain required permits or provide confirmation that all requirements have been satisfied, from the Ministry of the Environment, Conservation and Parks (MECP) including those under the Endangered Species Act, to the satisfaction of the Town.
7.3	The Owner agrees to provide a final Arborist Report and Tree Preservation plan to the satisfaction of the Town.
7.4	The Owner agrees to provide a final Hydrogeological Study and a Water Balance Report to the Town which references the proposed design and provides recommendations for site servicing and grading, minimum clearance to basement elevations, groundwater control and infiltration.
7.5	The Owner agrees to provide a final Geotechnical Report to the Town which references the proposed design and provides recommendations for site servicing and grading, road construction and building construction.
7.6	The Owner agrees to provide a final Environmental Impact Study to the Town. The final study must include a discussion of how the relevant sections of the Oak Ridges Moraine Conservation Plan have been met. The final study must also confirm the limits of development and the location and extent of wetland compensation areas, and may result in required red-line revisions to the Draft Approved Plan of Subdivision.
8.0	Parks and Open Space
8.1	The Owner shall provide, prior to execution of the Subdivision Agreement, detailed grading drawings that have been prepared by a qualified engineer that provide for the construction of trails in accordance with the approved Master Environmental Servicing Plan and the Accessibility for Ontarians with Disabilities Act requirements without the need for retaining walls or grading within natural buffers, unless otherwise approved by the Town and the TRCA.

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8.2	The Owner shall agree to construct standard engineered walkways to facilitate pedestrian circulation as determined by the Development Services Department and Leisure and Community Services Departments. The Owner shall be required to convey the walkway block(s) to the Town at plan registration and develop them to Town standards, at no cost to and to the satisfaction of the Town. No credit for the block(s) in question will be given against parkland dedication requirements associated with the subject plan.
8.3	An entry feature block(s) may be identified at both corners of the intersection of Street D and McCowan Road and Street J and McCowan Road. The entry feature block(s) will be located behind the daylight triangle.
8.4	The Owner shall make satisfactory arrangements with the Town to provide fencing, at their cost, in accordance with the Town Fencing Policy and the approved Design, Standards and Guidelines document (as applicable), for incorporation into the landscape drawings' submission, to the satisfaction of the Town.
8.5	The Owner shall agree to contribute a maintenance fee for any landscape item deemed necessary by the Owner, but which exceeds the Town standard. This may include, but not be limited to special entry feature structures and centre medians, irrigation systems, acoustical walls and architectural landscape elements located on public property.
8.6	Prior to plan registration, the Owner shall provide detailed working drawings for all identified park blocks, Natural Heritage System (NHS), landscape buffer blocks, streetscape planting, walkways and fencing to the satisfaction of the applicable approving departments and in accordance with the latest Town standards. Fencing shall be included along properties that abut the plan, subject to the approval of the existing property owners. The Owner shall comply with both the facility fit/concept plan approved prior to draft plan approval and/or the recommendations of the approved Design Brief.
8.7	Prior to plan registration the Owner shall submit a comprehensive signage package for the NHS lands, to the satisfaction of the Town.
8.8	Prior to registration, and in conjunction with the final landscape submission, the Owner agrees to provide the Town with a detailed summary of all areas of parkland, open space, stormwater management ponds, valleylands, woodlots, and buffers including quantities or areas of boulevard and buffer sod, boulevard and buffer trees, shrub beds and irrigation systems that will be installed by the Owner and will become the Town's responsibility to maintain.
8.9	Prior to registration, the Owner shall provide restoration-planting drawings that detail compensation plantings for tableland trees removed to accommodate the development. Compensation plantings shall be in accordance to current Town of Whitchurch-Stouffville compensation planting

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	standards. Compensation plantings shall be provided by the Owner at no cost to the Town. Prior to registration, the Owner shall provide restoration-planting drawings that detail compensation plantings for tableland trees removed to accommodate the development. Compensation plantings shall be in accordance to current Town of Whitchurch-Stouffville compensation planting standards. Compensation plantings shall be provided by the Owner at no cost to the Town.
8.10	<p>A Tree Evaluation Report, shall be finalized and approved in accordance with the Town's Tableland Tree Assessment Guidelines, to the satisfaction of the Town.</p> <p>Note: The Owner shall ensure that no trees are removed or damaged prior to by-law approval or during any phase of the servicing and construction of the site, if applicable, without the prior approval of the Planning and Development Services and Public Works & Engineering Departments.</p>
8.11	<p>Prior to registration, the Owner shall ensure that the following warning clauses are included in all Offers of Purchase and Sale for all lot or blocks:</p> <p style="padding-left: 40px;">a) abutting blocks designated for park, NHS, open space and/or stormwater management blocks:</p> <p style="padding-left: 40px;">“The subject blocks (insert name of block(s) here) may contain active recreational facilities. Purchasers are advised that residents close to these blocks may be disturbed by users and/or facilities within the subject blocks. For more information, please call the Town of Whitchurch-Stouffville's Development Services Department at 905640-0270”.</p> <p style="padding-left: 40px;">b) Abutting or in close proximity to the Willowgrove Farm Property:</p> <p style="padding-left: 40px;">“The properties to the south, municipally known as 11737 and 11775 McCowan Road, may contain active agricultural operations which may include seasonal spraying of crops and spreading of manure”.</p>
8.12	<p>Prior to registration, the Owner shall ensure that the following warning clause is included in all Offers of Purchase and Sale:</p> <p style="padding-left: 40px;">“The Owner is required to provide street trees at regular intervals on all public boulevards within this subdivision. Local site conditions may not allow a tree to be planted in front of some homes. For more information, please call the Town of Whitchurch-Stouffville's Development Services Department at 905-640-0270”.</p>
8.13	The Owner shall submit a Woodland Assessment Plan to the satisfaction of the Town and TRCA. The final study must show the extent of proposed encroachment of the proposed farmers' market site into woodland and woodland buffers, and any required compensation.
8.14	Parkland Dedication requirements for the subject lands (File No. 19T(W)-22.004) shall be deemed satisfied upon conveyance to the Town of the Park Block located within the Draft Plan of Subdivision for the lands municipally

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	known as 11776 Highway 48 (File No. 19T(W)-20.004); as well as the Community Centre Block and Oak Ridges Moraine Blocks on the lands identified on the Draft Plan of Subdivision under File No. 19T(W)-22.008 (ie. Blocks ORM2, ORM4. And Block A).
8.15	The Town will enter into necessary agreements with the Operators of the Farmers Market site and the associated farmed lands, located in the Block G1, with respect to the functionality, easements, maintenance, liabilities, and any costs associated with Block G2.
8.16	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that, prior to transfer of the lands identified as Block G2 to the Town, as follows:</p> <ol style="list-style-type: none"> a. Final Planning Justification Report demonstrating how all proposed uses are permitted in their respective location and meet all applicable policies. This includes demonstrating how the proposed uses (e.g., Farmers Market, Urban Agriculture Area, any community gardens, etc.) within the Greenbelt Plan. b. The Owner shall retain the existing residential structure located in the Framers Market site in Block G2. c. Prior to the conveyance of any lands, building and structures within the Block G2, further Planning justification shall be provided to the Town to confirm the uses and lot/block creation in the greenbelt lands. d. The Owner shall construct a farmer's market structure and associated auxiliary structures on said lands to the satisfaction of the Town. Refer to Conditions 1.34 and 1.35 related to cultural heritage matters for the existing building.
8.17	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to enter into the necessary agreements with the Town and any Third Party to operate a Farmer's market and the associated farmed lands for a period of not less than 10 years from the date of 50% occupancy of the Subdivision, at no cost to the Town.</p> <p>A. The Owner shall covenant and agree in the Subdivision Agreement to prepare and implement a marketing plan, to the satisfaction of the Commissioner of Development Services, which details the ways and means Farmers Market will be marketed to prospective operators/purchasers.</p>
8.18	The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that if during construction of any infrastructure or buildings within the Subdivision contaminated lands are discovered, the Owner shall undertake, at their expense, the necessary measures to identify and deal with the contaminant, in accordance with Ministry of the Environment, Conservation and Parks guidelines, the Town's current Fill By-Law 2017-017-RE as may be amended from time to time and or other guidelines as

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	appropriate, to the satisfaction of the Town.
8.19	As the site is within a Wellhead Protection Area, the Owner is encouraged to use best management practices during construction and post-construction with respect to the handling and storage of chemicals.
9.0	TRCA
9.1	That this Draft Plan of Subdivision shall be subject to red-line revision(s) in order to satisfy all applicable Toronto Region Conservation Authority (TRCA) policies, requirements, comments and conditions of draft plan approval including TRCA correspondence dated March 23, 2023, February 2, 2024 and May 27, 2024, and any subsequent comments. Should additional lands be required to satisfy requirements related to the protection natural hazards, natural features, buffers, access to environmental lands, stormwater management, water balance / Low Impact Development measures, the additional lands shall be provided from blocks/lots that are proposed for development.
9.2	That prior to the Owners entering into any Agreements of Purchase and Sale for any lots or blocks, and prior to the registration of any phase of this Draft Plan of Subdivision, the owners shall resolve defining the limits of natural hazards, natural features, and limits of development, defining and addressing the stormwater management criteria, defining and addressing the water balance criteria (for stormwater, natural features and WHPA-Q), defining and addressing the hydrogeological conditions/concerns, and evaluating and mitigating any dewatering on natural hazards or other regulated features to the satisfaction of TRCA and the Town and red-line revise the Draft Plan of Subdivision, as necessary. This condition shall be implemented by the Owners entering into a “no sales or marketing agreement” with the Town, to the satisfaction of the Town Solicitor, by no later than 60 days following approval of the Draft Plan of Subdivision in question, which agreement would prohibit the sale, marketing or other disposition of the lands described in this condition, until such time as the provisions of this condition have been satisfied. Immediately upon the aforementioned matters being resolved to the satisfaction of TRCA and the Town, this condition shall cease to apply, and the Town shall immediately do all things necessary to release the subject area to allow the sale of the lots or blocks.
9.3	That prior to the advancement of detailed design submissions, clearance of draft plan conditions or the registration of any phases of this Draft Plan of Subdivision, the associated Master Environmental Servicing Plan (MESP) shall be finalized <u>to the satisfaction of TRCA</u> . All technical reports and plans associated with this Draft Plan of Subdivision shall be updated for consistency with the MESP requirements.

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9.4	<p>That prior to initiation of topsoil stripping, grading, installation of services and registration of this Plan of Subdivision or any phase thereof, the following technical reports and plans shall be submitted <u>to the satisfaction of TRCA</u> which confirm the location and status of the natural hazards, natural features, applicable buffers, proposed management strategy (i.e., protection in-situ, relocation, compensation and/or removal) and overall limits of development:</p> <ul style="list-style-type: none"> a) Provide a flood plain report, mapping and modelling illustrating the extent of the Regulatory flood plain on and adjacent to the property. Where impacts to the flood plain are unavoidable and may be considered by TRCA (e.g., road or infrastructure crossings), impacts must be shown and described, and it must be demonstrated how the impacts are consistent applicable technical guidelines and policy requirements. Once the final flood plain limits have been determined, provide detailed plans demonstrating a 10 metre buffer to the Regulatory flood plain to the satisfaction of TRCA. b) Provide a Geotechnical Slope Stability Assessment and Fluvial Geomorphic Assessment which determine the erosion hazard limits and the design of crossings. These assessments shall reflect feature stakings. Where impacts to erosion hazards are unavoidable and may be considered by TRCA (e.g., road or infrastructure crossings), impacts must be shown and described, and it must be demonstrated how the impacts are consistent applicable technical guidelines and policy requirements. Once the final erosion hazard limits have been determined, provide detailed plans demonstrating a 10 metre buffer to the Regulatory flood plain to the satisfaction of TRCA (or greater buffer if required by the Town in accordance with provincial or municipal policy). c) Provide a final Natural Heritage Evaluation/Environmental Impact Study and associated plans/drawings identifying all natural features and their proposed management strategy to the satisfaction of the TRCA and the Town, in accordance with relevant policies. These materials are to reflect feature stakings and delineations completed with TRCA. <p>All PSWs are to be provided with 30-metre buffers as per TRCA policies and all other wetlands, pursuant to the definition provided in the <i>Conservation Authorities Act</i>, are to be identified and assessed against TRCA policy to determine their management strategy (i.e., protection in-situ with applicable buffer, relocation with applicable buffer, and/or compensation). The status of all Headwater Drainage Features (HDFs) and management of the feature(s) must be provided to the satisfaction of TRCA in accordance with TRCA's Evaluation, Classification and Management of HDFs Guidelines.</p> <p>Where impacts to natural features are unavoidable and may be considered by TRCA and the Town, this report shall detail and quantify the impacts, how the impacts are consistent applicable policies, and</p>
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	<p>provide a detailed compensation strategy that satisfies TRCA and Town requirements and compensation guidelines. On-site compensation areas shall be reflected in detailed plans.</p> <p>d) Should environmental lands be dedicated to TRCA (in lieu of the Town or other public agencies), provide detailed plans showing access to the dedicated lands from a public road (minimum 3 metre wide) and that all structures above and below ground (e.g., buildings, retaining walls, etc.) will be set back from lands to be dedicated to TRCA (3 meters or as required by TRCA). Maintenance easements across TRCA lands are generally discouraged but may be considered at TRCA's sole discretion (further discussion would be required).</p> <p>e) Plans illustrating that all proposed development works, including all residential, commercial, institutional, agricultural, recreational uses (e.g., farmers market, community gardens), stormwater management/servicing, associated grading, site alteration, and materials associated with these activities will not encroach or be placed on lands referenced in a-d which form the limit of development. Exceptions may be considered for road or infrastructure crossings, trails, and outfalls, as permitted by TRCA and the Town.</p>
9.5	<p>Prior to initiation of topsoil stripping, grading, installation of services and registration of this Plan of Subdivision or any phase thereof the Owner shall confirm to TRCA and Town satisfaction that the Regional Stormwater Management controls within the subdivision lands at 5474 19th Avenue and 5662 19th Avenue, Markham (Orca Markham) have been constructed and are fully operational.</p>
9.6	<p>Prior to the initiation of topsoil stripping, grading, installation of services and registration of this Plan of Subdivision or any phase thereof, the owners or their agents shall submit the following plans and reports <u>to the satisfaction of TRCA</u>:</p> <p>a) Provide a development phasing plan illustrating the various phases of development and associated timing of construction to implement the Draft Plan of Subdivision.</p> <p>b) Provide a final consolidated, detailed Stormwater Management Report and associated detailed plans to achieve the applicable stormwater management criteria (i.e., quantity, quality, erosion control, and water balance) in accordance with TRCA's stormwater management guidelines and the final Master Environmental Servicing Plan. This report shall include, but is not limited to:</p> <p>i. Confirmation of the applicable stormwater management criteria (i.e., quantity, quality, erosion control, and water balance) in accordance with TRCA's stormwater management guidelines and the final Master Environmental Servicing Plan, and provide</p>

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	<p>all calculations and a detailed strategy to meet each of these requirements.</p> <ul style="list-style-type: none"> ii. Plans illustrating the existing drainage systems internal and external to the site, and how the proposed drainage plan will tie into surrounding drainage systems. Plans which demonstrate the proposed stormwater management techniques which are required to control minor and major flows, and, if applicable, Regulatory flows. Confirmation must be provided with respect to how target flows as per the hydrologic studies will be achieved during and post-development. iii. Provisions for appropriately sized Stormwater Management Practices (SWMPs) to be used to treat stormwater in accordance with TRCA's current Stormwater Management Guidelines. The existing drainage patterns should be maintained, to the greatest extent possible, and the existing hydrologic function of any wetlands is to be maintained, consistent with TRCA's guidelines. iv. Proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction, in accordance with the TRCA's Erosion and Sediment Control (ESC) guidelines. Erosion and sediment control plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included. v. Detailed plans and mapping indicating location, orientation, size and description of all stormwater management features, including outlet structures, all other proposed servicing facilities (i.e., lot level LIDs, pumping stations, access roads), grading, site alterations, development, infrastructure and watercourse alterations, which are required to service or facilitate the development of the subject lands, which may require a permit from the TRCA pursuant to the Conservation Authorities Act and its Regulation. vi. Measures for minimizing and mitigating erosion related impacts on downstream areas (during and post construction), which are to be integrated into the stormwater management plan to the satisfaction of the TRCA. vii. Design of flow dispersal measures associated with the stormwater management outlets to reduce potential erosion and maximize potential infiltration, and the integration of a naturalized outlet channel and/or wetland, where applicable, to the satisfaction of the TRCA. viii. Stormwater Management facility and outlet design details. Design requirements shall conform to the requirements
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	<p>outlined in the Ministry of Environment, Conservation and Parks (MECP) guidelines, TRCA's Stormwater Management Criteria Document, and TRCA's LID Stormwater Management Planning and Design Guide, and all applicable municipal design standards.</p> <ul style="list-style-type: none"> ix. Detailed grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to valley and stream corridor blocks. All modifications to existing slopes (as may be permitted) must result in geotechnically-stable slopes to the satisfaction of the TRCA. x. Detailed drawings for all road crossings of natural hazards or natural features satisfying TRCA's technical requirements and guidelines. <p>c) A final Groundwater Constraint Assessment that will examine existing groundwater levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. If impacts to groundwater levels are anticipated, the report must identify any potential impacts to TRCA regulated surface water receivers and their inherent hazards must be assessed and any potential impacts mitigated, to the satisfaction of the TRCA.</p> <p>d) Provide a Dewatering Report and detailed plans detailing all anticipated dewatering associated with the proposed development, including anticipated volumes, potential impacts on natural hazards or features regulated by TRCA, duration, discharge locations, and filtration media and erosion protection works to the satisfaction of TRCA.</p> <p>e) Provide a final Feature-Based Water Balance Report and associated detailed plans identifying the measures to be implemented to maintain the pre-development hydrologic function of wetland features within and adjacent to the development lands and providing a monitoring plan for all stages of construction.</p> <p>f) Provide a Final WHPA-Q Water Balance Report and associated detailed plans demonstrating how pre-development recharge will be maintained in accordance with Policy REC-1 of the CTC Source Protection Plan has been satisfied. The report shall include, at a minimum, reference to Policy REC-1 and the applicable water balance/criteria, a detailed mitigation strategy, and water balance calculations for the existing condition, post-development without mitigation, and post-development with mitigation. The mitigation strategy shall be implemented on the detailed plans.</p>
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	<p>g) Provide restoration plans for all buffer areas, compensation areas, as well as the removal and restoration of any historical or man-made intrusions and debris in the natural system.</p> <p>h) Provide detailed trails plans demonstrating that trails have been located outside of the natural hazards and natural features and preferably outside of the buffers, but if not possible, on the outermost edge of the buffer on the development side, and demonstrating all required grading, mitigation and restoration measures.</p>
9.7	<p>That prior to initiation of topsoil stripping, grading installation of services and registration of this Plan of Subdivision or any phase thereof, the Owner shall obtain and necessary permits from TRCA pursuant to the <i>Conservation Authorities Act</i>, as required by TRCA.</p>
9.8	<p>That all blocks and lots containing environmental lands (natural hazards, natural features, buffer areas, compensation areas) be gratuitously dedicated to the Town or TRCA, in a condition that is satisfactory to the Town or TRCA as appropriate. Should the lands be dedicated to TRCA, the following will be required to our satisfaction prior to registration of the plan:</p> <ul style="list-style-type: none"> a) Plans providing the specific blocks to be dedicated and the associated environmental hazard/feature/buffer/etc. located within the block; b) Plans demonstrating that all infrastructure (e.g., outfalls, servicing, etc.), structures, residential, commercial, institutional, agricultural and community uses (aside from trails) are located outside of lands to be dedicated to TRCA. c) Plans demonstrating that above and below grade structures will be set back a from lands to be conveyed to TRCA (3 meters or as required by TRCA). Maintenance easements across TRCA lands are generally discouraged but may be considered at TRCA's sole discretion (further discussion would be required). d) Plans demonstrating that the lands will have suitable public access points (typically a minimum 3 metre wide paved or gravel access from a public road). e) Plans demonstrating that a fence and access gate will be installed on the private lands abutting the lands to be dedicated. Fencing shall be installed inset 0.3 metres on the development/private property side adjacent to the lands to be dedicated. f) Approval by TRCA's Board of Directors for the dedication of the environmental blocks. The request for Board Approval requires the completion of a Phase I Environmental Site Assessment (ESA) and further Phases of ESA, if required, to the satisfaction of TRCA staff at least three months prior to the Board of Directors meeting. The ESA(s) shall not be completed during snow cover. <p>Please be advised that further requirements may arise as part of the land</p>

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	dedication process between registration and assumption.
9.9	<p>As part of the gratuitous dedication of environmental lands to TRCA, at a minimum the requirements below must be addressed to demonstrate that the lands are in a condition to the satisfaction of TRCA. It is the owner's responsibility to obtain all necessary permits from TRCA in accordance with the Conservation Authorities Act for these works and ensure that all requirements have been addressed in a timely manner.</p> <ul style="list-style-type: none"> a) Confirmation that all required remediation works have been completed in accordance with the approved ESA reports and disturbed areas have been restored to a natural condition; b) Confirmation that all conditions imposed by the Board of Directors have been satisfied; c) Confirmation that a permanent fence and access gate has been installed on the private lands abutting the lands to be dedicated to TRCA; d) Confirmation that the 3 metre wide access to the lands to be dedicated to TRCA has been paved or treated with gravel (if it does not have municipal frontage); e) Confirmation that all historical man-made intrusions and structures and any hazardous trees identified in consultation with TRCA have been removed from the lands to be dedicated to TRCA, including but not limited to, paths, culverts, structures, buildings, weirs, dams, fences, debris, waste, and hazardous trees , and that all disturbed areas have been restored to a natural state with native plantings; and f) Confirmation that all required planting works on the lands to be conveyed have been successfully completed and warranty period has ended or the plantings secured by the municipality.
9.10	<p>That the owners provide the following items to TRCA as part of any future clearance request to TRCA for registration of the Draft Plan of Subdivision:</p> <ul style="list-style-type: none"> a) A comprehensive table outlining how each TRCA draft plan condition has been fulfilled; b) A copy of the approved Conditions of Draft Plan Approval and Draft Plan of Subdivision; c) A copy of the Minister's Zoning Order and Map/Schedule; d) A copy of the Draft M-Plan (signed); e) A copy of the executed (signed) subdivision agreement; f) Payment of TRCA clearance fees (to be confirmed with TRCA prior to submission).

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9.11	<p>That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA:</p> <ul style="list-style-type: none"> a) To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions. b) To implement the requirements of the TRCA's conditions in wording acceptable to the TRCA. c) To design and implement on-site erosion and sediment controls in accordance with current TRCA standards. d) To maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA. e) To obtain all necessary permits pursuant to <u>regulations made under the Conservation Authorities Act</u> from the TRCA. f) To erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting natural areas and their buffers (if gratuitously dedicated to the TRCA). g) To implement all water balance/infiltration measures identified in the submitted studies that have or are to be completed for the subject property. h) Implement all adaptive management and mitigation measures identified in the submitted design reports that have or are to be completed for the subject property. i) To provide for the warning clauses and information identified in TRCA's conditions. j) That where required to satisfy TRCA's conditions, development shall be phased within this plan. k) That prior to a request for renewal of draft approval of any phase of this subdivision, that the owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet current day requirements, and that the owner update any studies and plans, as required, to reflect current day requirements. l) To gratuitously dedicate all environmental lots and blocks (e.g., natural hazards, natural features, buffer areas, compensation areas) to the Town of Whitchurch-Stouffville or TRCA, in a condition that is satisfactory to the Town or TRCA as appropriate.
10.0	Utilities
10.1	The Owner shall prepare an overall composite utility plan for each phase to the satisfaction of the Town and all affected authorities/service providers, prior

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	to the execution of the Subdivision Agreement and or other Town agreement.
10.2	The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreement that hydroelectric, telephone, high speed broadband width telecommunication services, gas and television cable services, shall be constructed at no cost to the Town, as underground facilities within the public highway allowances or within other appropriate easements, as approved on the Composite Utility Plan for each phase, to the satisfaction of the Town and affected authorities/service providers.
10.3	The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreement to enter into any Agreement(s) required by any applicable utility companies to undertake the installation of utilities consistent with the approved Composite Utility Plan for each phase.
10.4	<p>The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreement with respect to the provision of natural gas distribution to:</p> <ul style="list-style-type: none"> a) make satisfactory arrangements with the appropriate service authority to install all of the natural gas distribution system within the proposed public highway allowance; b) grade all streets to final elevation prior to the installation of the gas lines; and, c) Provide the necessary field survey information required for the installation of the gas distribution system, all to the satisfaction of the Town and the service provider.
11.0	Communication Companies
11.1	The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC licensed telecommunications companies intending to serve the Subdivision (the "Communications Service Providers") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
11.2	The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision and will cause the registration of all such easements on title to the property.
11.3	The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
11.4	The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be

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	responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.
11.5	The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
11.6	The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.
12.0	Canada Post
12.1	<p>The Owner will consult with Canada Post Corporation and the Town to determine suitable locations for the placement of community mailboxes, and, will indicate on the appropriate servicing plans:</p> <ul style="list-style-type: none"> a) The location of community mailboxes; b) An appropriately sized section of concrete pad as per municipal standards to place the community mailbox on; c) Any required walkways across the boulevard, as per Town requirements; and, d) Any required curb depressions for wheelchair access to the satisfaction of the Town and Canada Post.
12.2	The Owner will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
12.3	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements to 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.
12.4	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements 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

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	will be prepared a minimum of 30 days prior to the date of first occupancy.
12.5	The Owner will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
12.6	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements that, 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 Town.
12.7	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements 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.
12.8	The Owner shall be responsible to ensure that the correct pads are constructed satisfactory to Canada Post and sufficient for the intended purpose as determined by Canada Post. Prior to Final Acceptance as requested by Canada Post the Owner shall make provision for temporary Mailbox Locations to remedy any immediate delivery issues.
13.0	Architectural Control & Urban Design
13.1	The Owner agrees and covenants in the Subdivision Agreement and/or other Town agreement to prepare an Urban Design and Architectural Control Manual to the satisfaction Town, which incorporates recommendations of the approved Urban Design Direction Brief prepared by Bousfields Inc. dated May 2024.
13.2	The owner agrees and covenants in the Subdivision Agreement and/or other Town agreement to incorporate the requirements and criteria of the Town approved Urban Design and Architectural Control Manual into all municipal works and landscaping, where relevant, future Site Plan and Building Permit applications within the Draft Plan of Subdivision. All future Site Plan Applications will be subject to the requirements of the Town approved Urban Design and Architectural Control Manual.
13.3	The Owner agrees and covenants in the Subdivision Agreements and/or other Town Agreements to have the design consultant who prepared the Town approved Urban Design and Architectural Control Manual to certify that each residential building permit application is designed in accordance with the said

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	approved manual prior to the building permit being issued by the Chief Building Official. Further, the cost associated with the review and certification of the residential building permit application by the control architect shall be borne by the Owner.
13.4	The Owner shall comply with the recommendations of the Town approved Urban Design and Architectural Control Manual. Prior to plan registration, the Owner shall make satisfactory arrangements with the Town, through the Subdivision Agreement and the landscape drawings' submission, to provide street trees along all internal streets within the subject plan and along immediately abutting street, including the implementation of boulevard and buffer planting, and entry features.
14.0	Administration
14.1	Prior to release for registration of the Draft Plan, or any phase thereof, clearance letters, containing a brief statement detailing how conditions have been met, will be required from authorized agencies as per the respective sections above.