

ALCORN & ASSOCIATES LIMITED

Land Planning and Development Consultants

May 20, 2025

Ms. Hena Kabir
Manager of Development Services
Town of Whitchurch-Stouffville
111 Sandiford Drive
Stouffville, Ontario
L4A 0Z8

via email: hena.kabir@townofw.ca

Dear Ms. Kabir,

RE: Far Sight Homes - 4th Submission
Planning Applications OPA 19.002, ZBA19.002, 19T(W)-19.001 and
CMD- 2020-001 5426, 5452 and 5584 Lakeshore Road, Ballantrae

By this letter, we are submitting our 4th submission for the Far Sight planning applications process that includes an updated response matrix to the March 2023 comments of the Town, Region of York, Lake Simcoe Conservation Authority and others. As well, this submission includes the February 16, 2025 revised subdivision plan and updated support reports and plans identified in the attached Technical Support Studies/Plans list dated May 2025.

To assist the Town, we have prepared a draft list of Conditions of draft plan of subdivision approval based on the April 2, 2024 received Conditions of the Region of York, with the Conditions of the Town and LSRCA respecting the 19T(W)-16.001 Ballymore Subdivision. Non-applicable Conditions and text are lined-out, with red text edits added unique to Far Sight. This list of Conditions is relevant to addressing and implementing peer-review comments as noted in the Matrix responses.

We are of the opinion that all comments have been reasonably responded to, for those deemed “addressed” or “acknowledged” from the 3rd Submission peer-review Comments. Where appropriate, we have made reference to details being provided at the post-draft plan of subdivision “detailed-design stage” for clearance to Conditions.

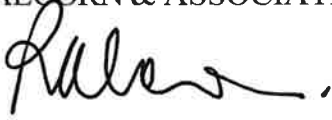
We trust that this submission satisfactorily addresses the March 2023 peer-review comments to enable preparation of your report to Town Council recommending:

- adoption of the Zoning By-law Amendment
- approval of the Subdivision Plan subject to Conditions, and,
- approval of the Request for Exemption from an application for Draft Plan of Condominium.

May 20, 2025

Should additional clarification or information be required, please do not hesitate to contact the undersigned.

Yours truly,
ALCORN & ASSOCIATES LIMITED

A handwritten signature in black ink, appearing to read 'Randy Alcorn', followed by a comma.

Randy Alcorn
President

cc: Robert Schickedanz
Dwayne Tapp dwayne.tapp@townofws.ca

RA/sc

TECHNICAL SUPPORT STUDIES/PLANS, 4th SUBMISSION

Prepared and submitted in support of the Far Sight planning applications:

1. Submission Transmittal Letter, Alcorn & Associates Limited, May 20, 2025
2. Draft Plan of Subdivision, Alcorn & Associates Limited, February 16, 2025
3. Planning Justification Report, Alcorn & Associates Limited, May 2025
4. Environmental Impact Statement, Roots Environmental, May 2025
5. Functional Servicing and Stormwater Management Report, Sabourin Kimble & Associates Ltd., April 2025
6. Traffic Impact/Entrance Study, BA Consulting Group Ltd., April 2025
7. Landscape and Environmental Enhancement Master Plan, Schollen & Company Inc., April 2025
8. Updated Comments/Responses Matrix, May 2025
9. Conceptual Communal Water System Design Report, R.V. Anderson Associates Limited, February 25, 2025
10. Conceptual Design Report, Sewage Pumping Station and Forcemain Design Development, R.V. Anderson Associates Limited, December 2024
11. Groundwater Supply Assessment, WPS Canada Inc., July 2024
12. Tree Inventory and Assessment Report, Schollen & Company Inc., December 2024
13. Ministry of Tourism, Culture and Sport, Clearance Letter. April 28, 2018

Previously Submitted

14. Natural Heritage System Plan, Alcorn & Associates Limited, November 2022
15. Technical Design Brief, Geo Morphix, November 2022
16. Hydrogeological and Water Balance Assessment, WSP Canada Inc., April 2021
17. Geotechnical Investigation Report, WSP Canada Inc., May 2021
18. Tree Inventory and Assessment Report, Schollen & Company Inc., July 2023
19. Tree Inventory and Assessment Report, Schollen & Company Inc., July 2021
20. Preliminary Environmental Noise Study, Jade Acoustics Inc., December 2018
21. Phase One Environmental Site Assessment, WSP Canada Inc., May 2017
22. Phase Two Environmental Site Assessment, WSP Canada Inc., August 2018
23. Archaeology Stages 1, 2 and 3 Reports, The Archaeologist Inc., 2017, 2018
24. Draft Plan of Common Elements Condominium, JD Barnes Surveying, November 22, 2018
25. Direction of Groundwater Flow, Ballantrae Golf & Country Club, Alpha Environmental Services, June 23, 2020
26. Ballantrae WWTP Capacity Evaluation, Hatch Ltd., March 25, 2020

ADDITIONAL INFORMATION
Required Under Section 51 of the
Planning Act R.S.O., 1990

- a) shown on draft plan
- b) shown on key map
- c) shown on schedule of land use
- d) shown on site plan
- e) shown on draft plan
- f) shown on draft plan
- g) shown on draft plan
- h) on-site communal water system
- i) sand, silty sand
- j) shown on draft plan
- k) connection to existing WWTP
- l) none

Note: Contours relate to Canadian
Geodetic Datum



SCHEDULE OF LAND USE

Lots 1-145 - Condominium Single Detached Residential	7.72 ha	47 %
Blocks 146-148 - Storm Water Management (SWM)	0.43 ha	2 %
Blocks 149-151 - Open Space Conservation	5.33 ha	32 %
Blocks 152-154 - Open Space	0.09 ha	1 %
Block 155 - Emergency Access	0.01 ha	1 %
Block 156 - Utilities	0.11 ha	1 %
Block 157 - Private Roads (21.4m-11.0m)	2.29 ha	12 %
Block 158 - Road Widening	0.23 ha	1 %
Block 159 - Future Development	0.07 ha	1 %
Block 160 - Temporary Turning Circle	0.03 ha	1 %
Block 161 - 0.3m Reserve	0.01 ha	1 %
TOTAL	16.32 ha	100.0%

OWNER'S AUTHORIZATION

We, hereby, authorize Alcorn & Associates Limited to prepare and submit this Revised Draft Plan of Subdivision 19T(W)14.003 to the Town of Whitchurch-Stouffville.

Original Signed Dec 20, 2018
Date
2506330 Ontario Inc.

Original Signed Dec 20, 2018
Date
Richard Schickelbauer

SURVEYOR'S CERTIFICATE

We, hereby, certify that the boundaries of the lands to be subdivided and their relationship to adjacent lands are accurately drawn and correctly shown.

Original Signed Nov 13, 2018
Date
Greg Robinson, O.L.S.

JD Barnes Limited

**Draft Plan of
Subdivision
19T(W)-19.001**

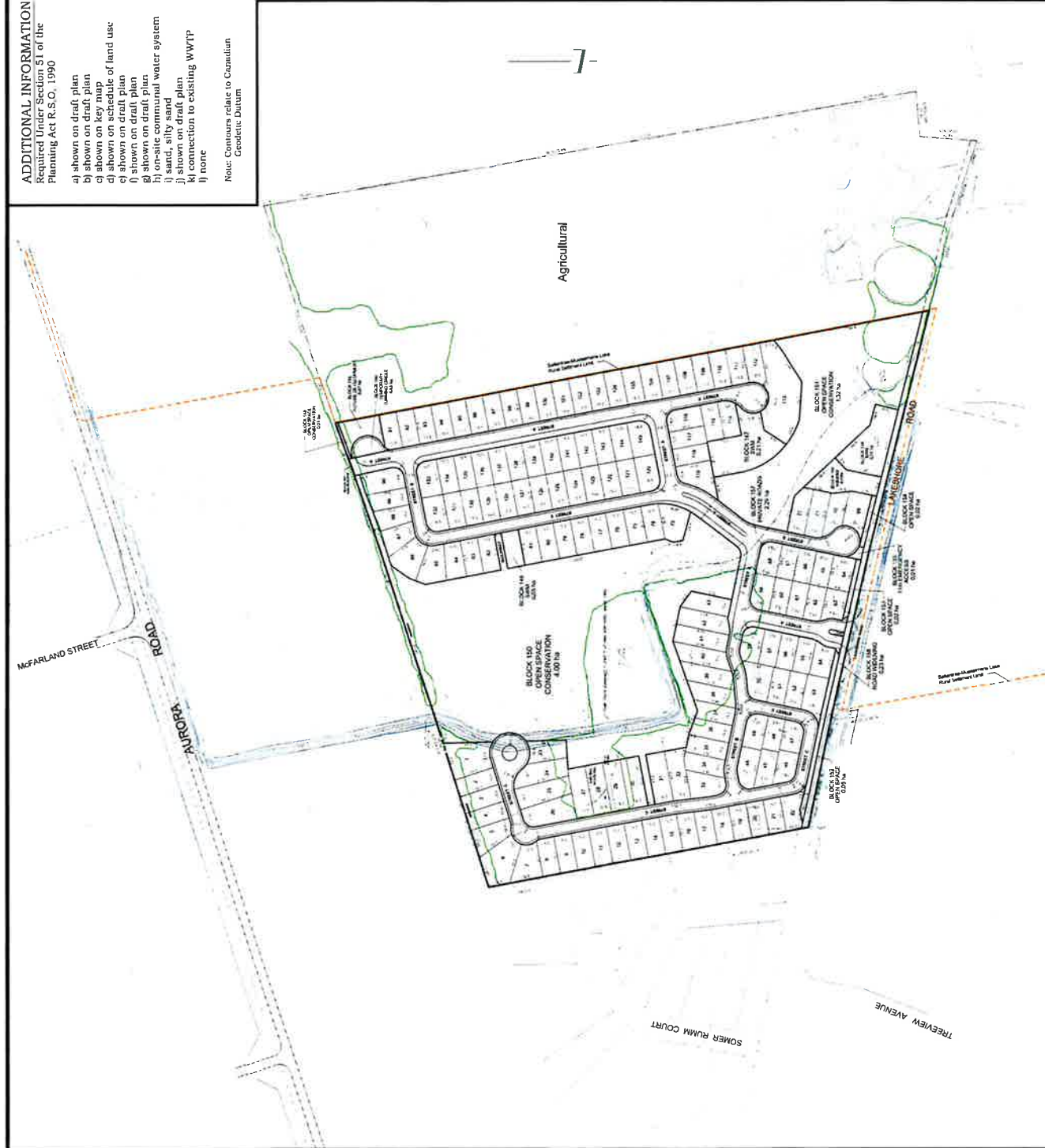
PART OF LOTS 19 & 20, CONCESSION 8
TOWN OF WHITCHURCH - STOUFFVILLE
REGIONAL MUNICIPALITY OF YORK
Farsight Developments Ballantrae Inc.
5426, 5452 and 5584 Lakeshore Road, Ballantrae

SCALE 1:1500

ALCORN & ASSOCIATES LIMITED
Land Planning and Development Consultants

12 Greenvalley Circle,
Stouffville, Ontario L4A 2A4

February 16, 2025
Tel: (905) 940 0911



ENVIRONMENTAL BENEFITS:

PROPOSED WOODLANDS, WETLANDS, COMMUNITY OPEN SPACES,
BUFFER PLANTINGS AND SWM FACILITIES

4.38 ha 26.83%

- PROPOSED WOODLANDS
- PROPOSED WETLANDS
- PROPOSED COMMUNITY OPEN SPACE
- PROPOSED SWM FACILITIES

2.66 ha 16.30%
1.20 ha 7.35%
0.09 ha 0.55%
0.43 ha 2.63%

EXISTING WOODLANDS TO REMAIN
EXISTING WETLANDS TO REMAIN
EXISTING POND TO REMAIN

1.1 ha 6.70%
0.3 ha 1.90%
0.07 ha 0.36%

TOTAL NATURAL / OPEN SPACES SYSTEM

5.85 ha 35.79%

PROPOSED RESIDENTIAL DEVELOPMENT INCLUDING RESIDENTIAL
LOTS, ROADS, BOULEVARDS, ETC.

10.47 ha 64.21%

TOTAL 16.32 ha 100.00%

EXISTING WETLANDS TO BE REMOVED
EXISTING WOODLANDS TO BE REMOVED

0.4 ha 2.45%
0.26 ha 1.59%



FARSIGHT HOMES LAKESHORE ROAD COMMUNITY TOWN OF WHITCHURCH-STOUFFVILLE

LANDSCAPE AND ENVIRONMENTAL ENHANCEMENT MASTER PLAN

May 20, 2025

LEGEND

- EXISTING FLOODLINE (SKA)
- PROPOSED FLOODLINE (TOWN)
- PROPOSED TOWN TRAIL
- PROPOSED PRIVATE TRAIL



SCHOLLEN & Company Inc.
332 Sherburne Court, Unit 10
Whitchurch-Stouffville, Ontario L4R 9P9
Tel: 905-885-0300
Fax: 905-885-0310
PROJECT NO: 1806

FARSIGHT
HOMES

**DRAFT SCHEDULE OF TOWN, REGION AND LSRCA CONDITIONS PLAN OF SUBDIVISION
APPROVAL OF 19T(W)-19.001 (PREPARED BY ALCORN & ASSOCIATES LIMITED FOR THE
OWNER/APPLICANT)**

**Far Sight Ballantrae Developments, 2506339 Ontario Inc. and R. Schickedanz
Part of Lots 19 & 20, Concession 8
5426, 5452 and 5584 Lakeshore Road, Ballantrae**

1.0 Town (based on 19T(W)-16.001)

1.1 Approval shall relate to a Draft Plan of Subdivision 19T(W)-19.001 by Alcorn & Associates Limited, dated June 12, 2024 from which the Owner shall prepare the draft M-Plan of Subdivision to enable Final Plan Approval for registration, subject to clearance of the Conditions herein.

1.2 This Draft Approval shall lapse in 3 years unless extended by the Town upon application by the Owner in accordance with the Planning Act.

1.3 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements, in wording satisfactory to the Town, to include in the Condominium Declaration, as a duty of the condominium corporation, the obligation to enter into an Agreement with the Town within 30 days following registration of the condominium, for the following:

- i. Easement(s) and/or right of access by the Municipality and its agents, including for garbage collection over the private roads and lanes.
- ii. An acknowledgement that the Condo Corporation will be responsible for the maintenance and snow clearing of all private roads and the emergency access (Block 155);
- iii. ~~Easement(s) over Street 'A' for which the Condo Corporation will be responsible for the on-going maintenance and repair of same, including those watermains, sewers, and other services located within Street 'A';~~
- iv. ~~Easement(s) over the stormwater management facility (Blocks 146-148); and~~
- v. ~~Easement(s) over that portion of Landscape Buffer/Open Space Blocks 152-154 within which the Town may construct a future sidewalk (3.0m in width). Block 158, -Road Widening, is to be conveyed to the Town. It is acknowledged that the Town will be responsible for the construction, maintenance and repair of a sidewalk located within Block 158 along Lakeshore Road.~~
- vi. An acknowledgement that the Condominium Corporation will be responsible for the maintenance of the landscape buffers/Open Space (Blocks 152-154), the stormwater management facilities (Blocks 146-148), the Utilities (Block 156) and the Open Space Conservation (Blocks 149-151).
- vii. An emergency access easement over the entire Street A for public vehicles and pedestrians for temporary use as determined by the Town in the case of vehicular blockage on Lakeshore Road between Highway 48 and Ninth Concession Road. To accommodate such public emergency vehicular and pedestrian through access from Lakeshore Road to Aurora Road **along Street A**. Street A is to have an 8.50m asphalt road surface, 1.50m sidewalk on the west, north and western side with a temporary turning circle (Block 160) and 0.3m reserve (Block 16) conveyed to the Town to be lifted when provision of Street A through access is extended by others to Aurora Road for the aforementioned emergency purposes.
- viii. An easement for public pedestrian access over the 2.5 m wide north-south trail through the subject lands from Lakeshore Road to the north boundary limit within Blocks 150 and 151, and across Street A, all owned by the Condominium Corporation, with such access to come into effect when the trail is completed northerly to Aurora Road through Town owned land in Lot 20, Concession 8.

1.4 The Owner shall enter into a Subdivision Agreement and other Town agreements with the Town to satisfy

all conditions related to the Plan of Subdivision, financial or otherwise of the Town, with regard to such matters as the Town may consider necessary.

- 1.5 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 Plan of Subdivision including payments made and any amounts owing to all first purchasers of lands within the first phase of the Draft Plan at the time the lands are transferred to the first purchasers.
- 1.6 The Owner shall provide a copy of the draft Subdivision Agreement to the York Region Corporate Services Department, outlining all requirements of the Corporate Services Department, prior to Final Approval.

The Owner shall provide a copy of the draft Plan of Common Elements Condominium to the Town that is prepared based on the approved draft plan in Condition 1.1.

- 1.7 The Owner agrees and covenants in the Subdivision Agreement and other Town agreements with the Town, in wording satisfactory to the Town, to undertake the following:
- That any existing domestic water wells on site not required for the proposed private communal water supply system shall be decommissioned.
 - That the Town storm drainage easement on Part 1, Plan 65R -4860 shall be replaced by a new easement over the new drainage flow route within Blocks 150 and 151 extending from the north limit southerly to the existing pond on-site Lakeshore Road.
 - That the Functional Servicing Report and a hydrogeologic assessment **the Groundwater Supply Assessment, WSP Canada Inc., July 2024** respecting the private communal on-site water supply well(s) to be drilled, design below 245 of metres above sea level pursuant to policy 11.7.2.1 of OPA 136 to the satisfaction and approval of the Region and the Town, at their sole discretion. ~~The owner shall submit a Communal Wastewater System Report of the proposed private communal wastewater system and forcemain for conveyance of wastewater to the existing communal wastewater treatment plant of the Ballantrae Golf and Residential Community to the satisfaction of the Town and Region following wastewater system design guidelines and terms of reference acceptable to the Town and Region, inclusive of noise mitigation of adjacent residential lots.~~
 - The Owner shall submit a final Environmental Impact Study report.
 - The owner shall identify noise mitigation in the design of the utility building within Block 156 including mechanical and generator equipment to the satisfaction of the Town.**
 - ~~The Owner shall submit a final Environmental Impact Study report to bring forward recommendations provided by Stantec into the main body of the EIS.~~
 - The Owner shall submit to the Town a detailed design drawings and a final technical design brief for Town review and approval of the proposed new flow channel and new Town stormwater drainage easement thereon.
 - The Owner shall submit to the Town detailed engineering design drawings and final design brief for Town and Region review and approval of the forcemain within the 20m Town property and Region of York Aurora Road right of way.
 - The Owner shall submit to the Town detailed design drawings and final design brief for Town review and approval of the trail within Blocks 150 and 151 connecting to Lakeshore Road R.O.W. ~~and northern 20m Town lands~~ to the northern property limit.
 - The Owner shall submit to the Town a detailed plan for recreational amenity space within Blocks 150 and/or 151 (i.e. play site) for Town review and approval.

- k. The Owner shall submit a final ~~Arborist/Tree Inventory Report~~ **Woodland Management Plan/tree restoration planting plan** to supplement the Schollen reports of 2021 and design responses to the ~~peer review comments referencing this "1.2j Condition"~~ **to the satisfaction of the Town.**
 - l. The Owner shall include a Warning Clause in the subdivision Agreement for benefit of future home owners respecting awareness of adjacent private condominium owned open space blocks 147-148, 149-151 and 152-154 and Blocks 155-156 respecting users, nature of permitted use, play spaces, leashed barking dogs and possible noise.
- 1.8 The Owner shall provide a copy of the draft Subdivision Agreement to the LSRCA prior to Final Approval, along with a detailed letter to the LSRCA indicating how and when each applicable LSRCA condition of Draft Approval has been addressed.
- 1.9 The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges in effect at the time that Regional Development Charges, or any part thereof, are payable.
- 1.10 The Owner shall pay any and all outstanding application fees to the Town in accordance with the current Fees and Charges By-law as may be amended from time-to-time.
- 1.10 The Owner shall satisfy the Town with respect to any and all financial obligations for external municipal works that are necessary to facilitate the development of the draft plan lands prior to the execution of a servicing agreement or a Subdivision Agreement or other agreement for municipal works that are not included in the Town's Development Charges Background Study.
- 1.11 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that prior to the issuance of the first building, the private water supply system, storm water management facility, storm sewers and the sanitary sewerage system, including the sanitary sewerage conveyance system within the Subdivision and the **forcemain connection to the** private communal Waste Water Treatment Facility (WWTF) owned and operated by Schickedanz Bros. Limited has have been constructed in accordance with the approved drawings and are certified by the Owner's Professional Engineer that said works are substantially complete / functional.
- 1.12 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that prior to the issuance of the first building permit, the sanitary sewerage conveyance system ~~between~~ **for** the Subdivision has been constructed in accordance with the approved drawings and is certified by the Professional Engineer that said works are substantially complete / functional **as in Condition 1.11.**
- 1.13 The Owner acknowledges and agrees that the Draft Plan of Subdivision and associated conditions of Draft Approval may require revisions, to the satisfaction of the Town and Owner, to implement **lot line adjustments or possible three lot creations within Lot 113** or integrate any recommendations resulting from studies or submissions required as a condition of Draft Approval and shall be deemed to be minor **without formal application(s).**
- 1.14 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.

- 1.15** The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the site is required to have one distinct main roadway entrance/egress access for access to the internal subdivision streets and residences, one distinct/emergency access for the EMS services and/or residences and public as required at the time of emergency or maintenance (Block 155) and two watermain connections for each phase of construction to the satisfaction of the Town prior to the commencement of construction of any dwelling. Said water supply connections are to be completed to watermains that are fully operational.
- 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, in the absence of an approved Subdivision Agreement or other agreement or approval with the Town.
- ~~**1.17** The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to be permitted to place topsoil on the Park Block for no longer than 36 months from the start of construction on the site. After the 36 month period described above, the Owner shall ensure that the Park Block is graded and topsoiled with 0.3 metres of topsoil to the satisfaction of 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 to submit a soils/geotechnical report, prepared by a qualified Engineer that addresses the suitability of the lands for residential development, the construction of private 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 **a final updated Geotechnical Investigation Report, by WSP Canada Inc.** report including pavement design, pipe bedding, cathodic protection, etc., for ideal and non-ideal conditions to the satisfaction of the Town.
- 1.20** The Owner acknowledges and agrees 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.
- 1.21** 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/private roads highways, bicycle lanes, emergency access roads, curbs, gutters, sidewalks, underground and above ground services, streetlights, storm water management facilities/modifications to the storm water management facilities, street and directional signs, 911/building numbering signs, traffic calming controls, off-street trails & paths, etc. to the satisfaction of the Town and in accordance with Town and AODA standards. The Owner shall be responsible including all financial burdens associated with the ongoing maintenance of the above-mentioned infrastructure.
- 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 for Street 'A', the by-pass storm sewer and all external sewers, general plans, drainage plans, composite utility plans, stormwater management **report and** detail plans, Neighbourhood Information Plans etc. **prepared** to the satisfaction of the Town Engineer.

- 1.23 The Owner shall submit a complete and 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 ~~designed~~ prepared in accordance with the Functional Servicing Study (FSS) for submitted to the Town of Whitchurch-Stouffville, subject to amendment by subsequent studies approved by the Town including the Transportation 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.possible refinements and improvements.
- 1.24 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that any future residential construction 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 level. The Owner shall undertake the necessary excavation of test pits throughout the site, at a spacing interval to be established by the Town, and, to have the test pits inspected and confirmed by the Town. The Owner shall retain a geotechnical Engineer to confirm in writing to the Town that the proposed grading plan and the minimum footing elevations specified are a minimum 0.6 metres above the observed and historic high groundwater levels noted above, to be addressed in the final updated Geotechnical Investigation Report required by the Town in Condition 1.19.
- 1.25 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.
- 1.26 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 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 where applicable:
- Sidewalks;
 - Driveways;
 - Above ground utilities;
 - Naturalized areas and trails;
 - Stormwater management facilities and maintenance accesses;
 - Park areas and open space blocks;
 - Transit routes and transit stops (existing and proposed) (as applicable);
 - ~~School block showing driveway locations;~~
 - Active transportation routes;
 - Canada Post boxes; and,
 - Street furniture.

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 obtained. 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.

1.27 Agreements that the Owner shall prepare a notice for future purchasers that provides discusses the following:

- Role and function of **private** roads within and **public roads** adjacent to the subdivision;
- The responsibility of the Owner/developer with respect to **unassumed** roads;
- The nature of any easements **and trails**;
- The location of sidewalks;
- The extent of the private lots as it relates to the **street/road** curb;
- On-street parking rules; and,
- Driveway locations.

The Town shall review the notice, before it is released.

1.29 The Owner agrees that firebreak lots within the Draft Plan 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.

1.30 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to apply civic numbers 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 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.

1.31 ~~The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to install a new board on board privacy fence (where required by the Town) on his property for all existing residential properties that either back or flank onto the future lots within the subdivision.~~

1.32 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to rectify any drainage and/or erosion issues that may be as a direct result from the activities associated with the development of its lands.

1.34 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to design and construct an emergency access including providing an easement in favour of the Town over Block 155 including any necessary works within the existing Town road allowance for emergency services

vehicles.

- 1.35** The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to provide the Block 158 Road Widening dedication **to Lakeshore Road** and conveyance to the Town. The Owner agrees to prepare and submit to the Town for approval Landscape drawings for Open Space/Buffer Blocks 152, 153 and 154 adjacent to the widened Lakeshore Road. The Landscape design shall include sufficient clear space as determined by the Town for the Town to construct and maintain a future municipal sidewalk on Block 158. ~~The Owner further agrees and covenants in the Subdivision Agreement to provide an easement over Blocks 83 and 84 for the future construction and maintenance of a future municipal sidewalk and for public access.~~ Maintenance of the sidewalk in Block 158, including landscaping elements, is agreed to be the responsibility of the Town. ~~All works and easements associated with Blocks 83 and 84 shall be to the satisfaction of the Town.~~
- 1.36** Any vegetation that is removed due to the construction of external works will be replaced with vegetation of equivalent caliper size (or approved replacement equivalent), in accordance with the Tree Inventory Report prepared by the Owners consulting landscape architect.
- 1.37** The Owner's consulting engineer shall prepare a Construction Management Plan for all works to be constructed by the Owner's forces and contractor.
- 1.38** The Owner agrees and covenants in the Subdivision Agreement to grant to the Town an emergency access easement over private Street A travel surface and sidewalk for Lakeshore Road vehicular and pedestrian traffic **to use temporarily** in the event of an emergency blockage of the eastern and western intersections of Lakeshore Road with 9th Concession Road or Highway 48, respectively **as agreed to with engineering staff and the Owner as a "connecting link" resolution.**

2.0 — Town Roads

- 2.1** ~~Street 'A' right of way included within this Draft Plan of Subdivision shall be dedicated as a public highway without monetary consideration and shall be free of all encumbrances. All other road allowances included within this Draft Plan of Subdivision shall be private roadways owned by the condominium corporation. All public and private right of ways, streets, roadways and lanes will be the responsibility of the Owner and or future Condominium Corporation regarding insurance, maintenance and financial costs.~~
- 2.2** ~~The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to provide municipal and public access easements to the Town over the shared or common condominium owned areas of the Draft Plan of Subdivision.~~
- 2.3** The **private** road allowances included within this Draft Plan of Subdivision shall be named to the satisfaction of the Town and York Region.
- 2.4** 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.
- 2.5** ~~The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the public highways shall be designed and constructed in accordance with established municipal standards to the satisfaction of the Town.~~

- 2.6 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to provide a temporary turning circle (Block 160) and any necessary easements (if and where required) at the Owner's expense. The Owner also acknowledges 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.
- 2.7 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 private 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 15 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.
- 2.8 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the detailed design and the construction of all approved landscaping shall be completed in accordance with the provisions of the approved Streetscape Plan and at no cost to the Town.
- 2.9 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to prepare an Active Transportation 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.
- 2.10 The Owner shall construct a 1.5 meter-wide sidewalk on **one** side of **private** Street 'A' **as per Condition 1.39 or as renumbered**. ~~The Owner (and/or the condominium corporation) agrees and covenants in the Subdivision Agreement and/or other Town Agreements to enter into an Agreement with the Town prior to Registration of the plan of subdivision to design, construct, operate, maintain, rehabilitate and replace as necessary in perpetuity all aboveground and underground infrastructure, services and landscaping on Street 'A'. Operation and maintenance will include:~~
- ~~a) Yearly inspections of infrastructure by a Civil Engineer licensed to practice in the province of Ontario and yearly inspections of street trees and vegetation by a Landscape Architect or Arborist licensed to practice in the province of Ontario;~~
 - ~~b) Regular maintenance and/or replacement as identified in the yearly inspections;~~
 - ~~c) Continuous snow removal, sanding and salting of the road and sidewalks on Street 'A' within eight hours after a snow event and/or after 24 hours after the beginning of the snow event, whichever event occurs first; and,~~
 - ~~d) Other requirements as may be deemed necessary by the Town, the Region of York or the Ministry of Transportation.~~
- 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 and covenants in the Subdivision Agreement and/or other Town Agreements that all commercial vehicle deliveries (net vehicle weight in excess of 1 tonne) associated with the construction activity with the Plan shall be from Highway 48.
- 2.14** ~~The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to provide a complete and final Traffic Impact Study prepared by a qualified professional that includes among other analysis a detailed design of the proposed roundabout at the intersection. The roundabout shall be based on design criteria prescribed by the Town.~~
- 2.15** ~~The Owner agrees that if additional land is required to provide for the roundabout and other municipal services and utilities in the road allowance, the Owner agrees that the draft plan will be modified, and appropriate widenings will be provided. 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.~~
- 2.16** The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to prepare a Traffic Control Plan which will include on-street parking in accordance with a Terms of Reference to be prepared by the Town identifying proposed locations for on-street parking. 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 Traffic Control Plan to the satisfaction of the Town.

3.0 Grading

- 3.1** ~~The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to provide a retaining wall along Lots 55-64 and plant a hedge along the rear of the lots if such measures are determined necessary at the sole discretion of the Town to provide privacy for the existing owners at the east side of the subdivision. If determined necessary by the Town, the Owner shall be responsible for all costs associated with the retaining wall and will identify on engineering, landscaping and any other drawings to the satisfaction of the Town. The developer agrees and covenants in the Subdivision Agreement that the existing retaining wall and the evergreen hedge along the east side of Block 82 shall be left in place.~~
- 3.2** ~~The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the existing galvanized chain-link fence along Lots 55-64 and Block 82 shall be left in place.~~
- ~~The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the Owner will be required to provide a board-on-board privacy fence at the west side of the public park (Block 81).~~

4.0 Parks and Open Space

- 4.1** ~~The Park Block (Block 81) shall be dedicated to the Town without monetary consideration and shall be~~

free of all encumbrances.

- 4.2 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that in accordance with the provisions of Section 51.1 of the *Planning Act*, that Park Block 81 be dedicated to the Town as part of the 5% parkland contribution. The Owner acknowledges that the dedication of Block 81 does not fully satisfy the parkland dedication requirements and that the shortfall in the required 5% parkland contribution shall be comprised of a cash-in-lieu payment to the Town pursuant to Section 51.1 of the *Planning Act*. After accounting for the dedication of parkland within Subdivision File No. 19T(W)-1.001 the net under dedication of parkland in this Plan is 0.134 hectares. The Owner shall also be responsible for the cost of the appraisal to be completed by a firm to the satisfaction of the Town.

5.0 Water

- 5.1 The developer shall provide the Town 72 hours' notice prior to connecting to the Town watermain and shall only connect to the watermain in the presence of the Town's Public Works inspector(s).

6.0 Stormwater Management

- 6.1 The Owner (and/or the condominium corporation) agrees and covenants in the Subdivision Agreement and/or other Town agreements to design, construct, operate and maintain the stormwater management facilities (SWMF) in Blocks 145-148 and the oil/grit separators (OGS) on the Private Roads-G in perpetuity. Operation and maintenance shall include but is not limited to:
- a) Weekly inspections of the SWMF for grass cutting, maintenance and replacement (if required) of planting, and trash removal;
 - b) Yearly inspections of the hard infrastructure within the SWMF by a qualified person to the satisfaction of the Town;
 - c) Regular maintenance and/or replacement of the SWMF infrastructure as identified in the yearly inspections; and
 - d) Annual inspections of the OGS by a qualified person to the satisfaction of the Town; and
 - e) Regular maintenance and/or replacement of the OGS (as identified in the quarterly inspections).
- 6.2 The Owner (and/or the condominium corporation) agrees and covenants in the Subdivision Agreement and/or other Town Agreements to design, construct, operate and maintain the external by-pass storm sewer (and all associated appurtenances including the infiltration trenches and perforated pipe infiltration system) along Highway 48, Street 'A', Private Road C and within the SWMF (Block 82) in perpetuity.
- 6.3 The Owner (and/or the condominium corporation) agrees and covenants in the Subdivision Agreement and/or other Town Agreements to design, obtain all approvals, provide securities to the Town and construct an external minor system storm sewer from Block 82 in the Pettet Road and Tranmere Road road allowances to an existing drainage easement between 11/15 Tranmere Road. The Owner further agrees to enter into a maintenance agreement with the Town for a minimum period of two years before the Town will assume ownership and maintenance responsibility for the storm sewer. Operation and maintenance of all infrastructure shall be to the satisfaction of the two during the two (2) year maintenance period.

7.0 Noise

- 7.1 The Owner agrees to implement the recommendations of the Environmental Noise Study prepared by Jade Acoustics Inc. dated December 2018, as may be amended **using the approved draft plan of subdivision**, ~~including the provision of an acoustic barrier to benefit Lots 1-4 and Block 79 as noise mitigation measures.~~

8.0 Architectural Control

- 8.1 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to incorporate the requirements and criteria of the Town approved architectural control manual for this subdivision ~~prepared by MBTW/wai, dated September 11, 2017~~ into all site plan and building permit applications within the Draft Plan, and where relevant, municipal works and landscaping.
- 8.2 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to have the design consultant who prepared the approved architectural control manual to certify that each residential building permit application is designed in accordance with the said 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.

9.0 Utilities

- 9.1 The Owner shall prepare an overall composite utility plan to the satisfaction of the Town and all affected authorities/service providers, prior to the execution of the Subdivision Agreement and/or other Town Agreements.
- a. The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to set out specific Conditions of:
- Rogers Communications Canada
 - Canada Post
 - Hydro One
- 9.2 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that hydroelectric, telephone, high speed broadband width telecommunication services, gas and television cable services, fiber optic conduit and/or cable shall be constructed at no cost to the Town, as underground facilities within the private roads ~~public highway allowances or within other appropriate easements~~, as approved on the Composite Utility Plan, to the satisfaction of the Town and affected authorities/service providers.
- 9.3 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements 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.

9.4 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements with respect to the provision of natural gas distribution to:

- a) Make satisfactory arrangements with the appropriate service authority to install all of the natural gas distribution system within the proposed private roads ~~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.
- d) 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.

9.5 All switchgear distribution infrastructure shall not be located on Municipally owned Lands including ~~but not limited to Right of Ways, Ponds and Park Block.~~

10.0 Canada Post

10.1 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:

- a) The location of community mail boxes;
- 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.

10.2 The Owner shall notify the purchaser of the exact Community Mailbox locations prior to the closing of any unit sale.

10.3 The Owner agrees and covenants in the Subdivision Agreement to determine and provide a suitable temporary Community Mailbox location(s), which may be utilized by Canada Post until the curbs, sidewalks and final grading have been completed at the permanent Community Mailbox locations. This will enable Canada Post to provide mail delivery to the new homes as soon as they are occupied.

11.0 Sustainability of Development

11.1 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to prepare a sustainability handout that will be provided to all future homeowners. This handout will be prepared to the satisfaction of the Town.

11.2 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements that the following upgrade options to be provided to a minimum of 50% of lots/homebuyers:

- a) ~~Rain Barrels;~~
- b) Solar Ready Package;
- c) Programmable Thermostats;
- d) 90ER Condensing Hot Water heater;
- e) Dual flush toilets;
- f) Low Flow Shower Heads;
- g) Spray Foam Insulation of Garage;
- h) Energy Saving Lights (100% CFL);
- i) Hot Water Thermostat; and,
- j) Clothes Line.

11.3 The Owner agrees and covenants in the Subdivision Agreement and/or other Town Agreements to prepare a construction waste plan to ensure diversion of at least 50% of the waste generated from the Draft Plan to the landfill.

12.0 ~~Ministry of Transportation~~

12.1 ~~Prior to final approval, the owner must submit to the Ministry of Transportation for review and approval a copy of Stormwater Management Report, Site Grading and Servicing Plan, addressing the intended treatment of the calculated runoff.~~

12.2 ~~Prior to final approval, the owner must submit to the Ministry of Transportation for review and approval a copy of the proposed site and street Lighting Design and Calculations in the isometric format, using AGI-32 and Auto-Lux.~~

12.3 ~~Prior to final approval, the owner must submit to the Ministry of Transportation for review and approval copy of the detailed Traffic Impact Study addressing the anticipated traffic volumes and their impact on Highway 48.~~

12.4 ~~Proposed Emergency Access to Highway 48, is not allowed and must be removed from all documents and drawings. The access can be obtained via local streets.~~

12.5 ~~Ministry clearance letter must be issued before the Draft Plan of Subdivision can be registered.~~

12.6 ~~If the site is going to be constructed in phases, each phase will require a separate clearance letter from the Ministry.~~

13.0 Regional Municipality of York **(19T(W)-19.001 Conditions of Draft Plan of Subdivision Approval** **Clauses to be included in the Subdivision Agreement (April 2, 2024)**

13.1 Approval shall relate to Draft Plan of Subdivision by Alcorn & Associates Limited dated June 12, 2024
February 16, 2025.

- 13.2** The Owner shall agree in the Condominium Agreement to provide for warning clauses in all offers of purchase and sale for the condominium units and in the Declaration acknowledging that:
- a) the wastewater and water supply servicing systems are privately owned and operated and are not the responsibility of York Region;
 - b) special levies may be charged against condominium unit owners to correct and/or rectify system deficiencies and malfunctions or for covering shortfalls that may arise from unanticipated or occasional expenses.
- 13.3** The Owner shall agree to implement the Transportation Demand Management plan outlined in the Transportation Mobility Plan, to the satisfaction of the Region.
- 13.4** The Owner shall agree to advise all potential purchasers of the existing and future introduction of transit services. The Owner/consultant is to contact YRT Contact Centre (tel. 1-866-668-3978) for route maps and the future plan maps.
- 13.5** The Owner shall enter into an agreement with York Region agreeing to satisfy all conditions, financial and otherwise, of the Region; Regional Development Charges are payable in accordance with the Development Charge Rate Freezing Agreement and in accordance with the Regional Development Charges Bylaw in effect at the time that Regional development charges, or any part thereof, are payable.
- 13.6** The Owner shall agree to be responsible for determining the location of all utility plants within York Region Right-of-Way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

Conditions to be Satisfied

- 13.7** The Owner shall submit an updated Functional Servicing Report to the satisfaction of York Region.
- 13.8** The Owner shall submit a Communal Water System Report for the proposed communal water system to the satisfaction of the Region following the Private Communal Water and Wastewater Systems Guidelines and Terms of Reference provided by the Region.
- 13.9** The Owner shall design the proposed communal water system to the satisfaction of the Region following the Region's Private Communal Water Systems design standards.
- 13.10** The Owner shall obtain applicable regulatory approvals and permits for construction and operation of the proposed private communal water system.
- 13.11** The Owner shall provide to the Region a capacity evaluation of the Ballantrae Golf and Country Club Wastewater Treatment Plant completed by a third-party Consultant demonstrating, to the satisfaction of the Region, that the Plant can service additional residential units proposed in the subject development

and complies with the applicable environmental approvals.

- 13.12** The Owner shall confirm to the Region that an amendment to the existing restated Municipal Responsibility Agreement for the Ballantrae Golf and Country Club Wastewater Treatment Plant has been executed to the satisfaction of the Region.
- 13.13** The Owner shall enter into a municipal responsibility agreement with the Region in respect of the proposed communal water system agreeing to, but not limited to the following:
- a) Reporting obligations to support environmental and other contractual compliance;
 - b) Granting of any easements as maybe required by the Region;
 - c) Obligations of the Condominium Corporation, including the requirement to enter into a Reciprocal Agreement and obligations under Condominium Act;
 - d) Insurance and indemnification requirements;
 - e) Financial obligations for maintenance, operation and eventual replacement of private communal system; and
 - f) Contingency plans and other plans as required to meet regulatory requirements.
- 13.14** The road allowances included within the draft plan of subdivision shall be named to the satisfaction of the Town of Whitchurch-Stouffville and York Region.
- 13.15** 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.
- 13.16** 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 By-law Amendment is deemed complete submission, satisfy all conditions, financial and otherwise, and confirm the date at which Regional development charge rates are frozen; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional development charges, or any part thereof, are payable. Please contact Fabrizio Filippazzo, Manager, Development Financing Administration to initiate a Development Charge Agreement with York Region.
- 13.17** Concurrent with the submission of the subdivision servicing application (MECP) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
- a) Plan and Profile for the York Region road;
 - b) Grading and Servicing;
 - c) Utility and underground services Location Plans based on SUE Investigation with Level A accuracy for the crossings and Level B accuracy for alignment;
 - d) Traffic Control/Management Plans;
 - e) Erosion and Siltation Control Plans;
 - f) Landscaping Plans, including tree preservation, relocation and removals;
 - g) Arborist Report
 - h) Functional Servicing Report (water, sanitary and storm services); and
 - i) Water supply and distribution report.

- 13.18** 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.
- 13.19** The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
- 13.20** 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.
- 13.21** The Regional Corporate Services Department shall advise that Conditions 1 to 21 inclusive, have been satisfied.

14.0 Lake Simcoe Region Conservation Authority (LSRCA) (based on 19T(W)-16.001)

- 14.1 That prior to final plan approval and any major site alteration **within the LSRCA Regulation Area**, the following shall be prepared to the satisfaction of the LSRCA and municipality:
- a) A detailed Stormwater Management Report in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan, as well as the LSRCA Technical Guidelines for Stormwater Management Submissions (2016);
 - b) A detailed overall erosion and sediment control plan;
 - c) A detailed overall grading and drainage plan;
 - d) A detailed landscaping plan for the proposed stormwater pond;
 - e) A detailed geotechnical report for the proposed stormwater pond;
 - f) A detailed Low Impact Design (LID) Report demonstrating the means to maximize the use of low impact development measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement; and,
 - g) A detailed phosphorus budget and water balance to address designated policy 4.8 (d) & (e) of the Lake Simcoe Protection Plan.
- 14.2 That prior to final plan approval, a detailed Hydrogeological Report shall be prepared to the satisfaction of the LSRCA and Town demonstrating how Land Use Policies 11, 12 and 13 of the South Georgian Bay Lake Simcoe Source Protection Plan have been addressed.
- 14.3 That prior to final plan approval, the owner shall demonstrate that the downstream stormwater management outlet can effectively convey the proposed drainage and downstream features will not be negatively impacted by the proposed development through the completion of an erosion threshold analysis to the satisfaction of the LSRCA.
- 14.4 That prior to final plan approval, the Town shall provide written confirmation that they are willing to accept the drainage from the proposed stormwater management outlet onto their lands.
- 14.5 That prior to final plan approval, a detailed ecological offsetting strategy will be provided and implemented to the satisfaction of the LSRCA to compensate for the loss of **wetland** as a result of this development in accordance with the approved LSRCA Ecological Offsetting Plan.
- 14.6 That the Owner shall agree in the Subdivision Agreement to implement any improvements downstream to correct any impacts caused by this development.
- 14.7 That the Owner shall agree in the Subdivision Agreement to design and construct stormwater management facilities ~~and ponds~~ to the satisfaction of the Town and LSRCA. Should the final ~~pond~~ design require a larger ~~pond~~ size, necessary amendments (i.e. redline revisions) will be made to the Draft Plan of Sub division and implementing Zoning By-law.
- 14.8 That the Owner shall agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and requirements contained within the plans and reports as approved by the LSRCA.
- 14.9 That the Owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in

writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA.

- 14.10** That the Owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
- 14.11** That the Owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a maximum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
- 14.12** That the Owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Town.
- 14.13** That prior to final plan approval, the Owner shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the *Conservation Authorities Act*.

15.0 Clearances (External and Internal to the Town)

- 15.1** 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. The Owner Shall provide the Town with a summary indicating how each Draft Plan Condition was satisfied with the registration Plans package to the Town for review and concurrence.

16.0 Scoped List of Drawings, Reports and Studies required in support of the Plan to be submitted to the Town for record keeping, review and/or approvals as appropriate

- Geotechnical Investigation Report as per condition 1.19;
- Engineering Drawings as per condition 1.16, 1.21 and 1.22;
- Functional Servicing and Stormwater Management Report as per 1.23;
- Neighbourhood Information Plan as per condition 1.24;
- Landscape Drawings as per condition 1.36;
- Construction Management Plan as per condition 1.37;
- Streetscape Plan as per condition 2.7;
- Active Transportation Plan as per condition 2.9;
- Traffic Impact /Entrance Study as per condition 2.14;
- Traffic Control Plan as per condition 2.16;
- Architectural Control manual as per condition 8.1;
- Composite Utility Plan as per condition 9.1;
- Sustainability Handout as per condition 11.1;

- ~~MTO Reports and Studies as per condition 12.1, 12.2, 12.3;~~
- Stormwater Management Report and all other documentation identified as per condition 14.1;
- Hydrogeological and Water Balance Report as per condition 14.2;
- ~~Detailed Ecological Offsetting Strategy as per condition 14.5; and,~~
- Grading and Drainage Plan and Erosion and Sediment Control Plan as per condition 14.10.