

January 24, 2024

GSAI File: Multiple Files

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: City-Initiated Amendment to the Zoning By-law**  
**Item 7.3 - Report No. Planning, Bldg & Growth Mgt-2024-064**  
**Interior Garage Space Zoning Standard**

Glen Schnarr & Associates Inc. ('GSAI') has been actively monitoring the City's Housekeeping Amendments to its Zoning By-law that would have the effect of increasing the overall minimum garage standard from 2.7m by 5.4m to 3.3m by 7m. Our office has submitted correspondences on this matter on behalf of:

- The Block 47-1 and 47-2 Landowner Groups;
- Heritage Heights Landowner Group;
- Landowners/Builders, which include: 2769197 Ontario Inc., 1951 Queen Street West Inc., Falco Group, Ashley Group of Companies, and Diagram Developments.

These submissions are attached herein.

At this time, our team has not received any response or formal analysis regarding the concerns raised by GSAI's clients. It is recognized that in response to concerns raised regarding the transition of the proposed regulations, the City has proposed a one-year transition regulation, ending on January 1, 2025. Based on the Staff Recommendation Report, we understand any development application that only has planning approvals but no building permits or has not received planning approvals prior to January 1st, 2025, will be required to comply with the proposed new garage dimensions. The proposed transition regulation does not provide the development industry sufficient time to respond to the proposed change.

While we appreciate staff's effort, we request that the Planning and Development Committee (PDC) defer the proposed by-law for Attached Garage or Carports (Section 10.5) in Item 7.3 on the January 29<sup>th</sup> PDC agenda.

Deferral of this matter, while enabling the rest of the housekeeping Zoning By-law to proceed, would allow our team and the development industry (such as BILD) an opportunity to work with

City staff on the proposed interior garage space standards and potentially resolve the comments/concerns raised by the development industry.

Thank you for the opportunity to provide these comments. Kindly accept this letter as our formal request to be notified of all future Planning and Development Committee and Council meetings regarding this matter. We request notification of the passage of any and all By-laws and/or Notices on this matter.

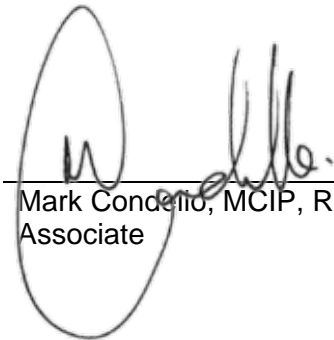
Should you have any questions, please contact the undersigned.

Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



Colin Chung, MCIP, RPP  
Managing Partner



Mark Condello, MCIP, RPP  
Associate

Cc. S. Sandhu, City of Brampton

Attachment(s)

1. GSAI Letter on behalf of Falco Group, dated November 17, 2023;
2. GSAI Letter on behalf of 1212949 Ontario Inc. (Ashley Group of Companies), dated November 17, 2023;
3. GSAI Letter on behalf of 2769197 Ontario Inc., dated November 17, 2023;
4. GSAI Letter on behalf of 1951 Queen Street West Inc., dated November 16, 2023;
5. GSAI Letter on behalf of Heritage Heights Landowner Group, dated November 17, 2023;
6. GSAI Letter on behalf of Diagram Developments Brampton Inc., dated November 20, 2023 (multiple letters).
7. GSAI Letter on behalf of Diagram Developments Countryside Inc., dated November 20, 2023;
8. GSAI Letter on behalf of Block 47-1 and Block 47-2 Landowner Group Inc. dated January 19, 2024;

November 17, 2023

GSAI File: 1490-004

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: November 20, 2023 Planning and Development Committee  
City-Initiated Amendment to the Zoning By-law  
Item 5.1 - Report No. Planning, Bld & Growth Mgt-2023-904  
City of Brampton**

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Glen Schnarr & Associates Inc. (GSAI) are the Planning Consultants representing the Falco Group (“the Landowner”). On their behalf, we are pleased to provide this Comment Letter in relation to Item 5.1 - ‘City-Initiated Amendment to the Zoning By-law’ on the November 20th Planning and Development Committee Agenda.

For context to this Comment Letter, GSAI and the Landowner are actively working on an Official Plan and Zoning By-law Amendment application for lands municipally addressed 8799 Heritage Road Heritage Road, Brampton under City File # PRE-2022-0172. The proposal is for a medium density, mixed-use development, which includes a Draft Plan of Subdivision to complete the lotting fabric of the surrounding area for single detached dwellings.

We understand City staff are advancing a City-Initiated Amendment to the Zoning By-law to assist with the interpretation and application of the Zoning By-law and help reduce the number of minor variance applications submitted to the City. Included in the proposed amendments is an amendment to Section 5. (c) of the Zoning By-law to increase the minimum interior length and width of residential garages. More specifically, we understand City staff are proposing to increase the minimum interior space of a garage from 2.7 m by 5.4 m to 3.3 m by 7 m, on the basis that the *“increased garage size will accommodate a functional parking space and storage for waste bins while also enhancing residential streetscape”*.

On behalf of the Landowner Group, we offer the following comments and observations dealing with the 'City-Initiated Amendment to the Zoning By-law':

- We understand the City has satisfied themselves on alternative garage standards less than 3.3 m by 7 m elsewhere in the City. We appreciate Planning Act applications are reviewed on their own merits and that consistency is required on how minimum garage templates are applied throughout the City; however, the proposed minimum standards (3.3 m by 7 m) are in excess of what has been discussed with the development industry on Planning Act applications
- The City's presentation states the proposed increase in the garage dimension to accommodate storage for waste bins. It is important to note that the Region of Peel's 'Waste Collection Design Standard Manual' (2020) states that garage storage can be provided in the garage, backyard **or** side yard for storage carts, with direct access to the collection point location. Increasing the garage length to 7 m assumes that an applicant must provide waste storage within a garage whereas the Region's standards allow for flexibility in where waste storage can be accommodated.
- The City of Brampton's Development Design Guidelines states that "*garage widths shall be a balance within the proportions of the house and lot width they serve. To advert negative impacts on the streetscape, large garages on narrow lots are to be avoided.*" It is our opinion that the proposed 3.3 m by 7.0 m minimum requirement could result in disproportionate streetscape design for residential units. The proposed amendments could create challenges with facilitating compact built forms and affordable housing since livable space will be taken up by larger garages to accommodate convenient storage and movement of garbage bins.

The current staff proposal to increase the interior garage space from a minimum of 2.7 m by 5.4 m (14.58m<sup>2</sup> or 157sf) to 3.3 m by 7.0 m (23.1 m<sup>2</sup> or 248.6 sf) would result in the removal of 8.52 m<sup>2</sup> or 91.7 sf of living space on every unit. **This is basically equivalent to a loss of a bedroom on each unit, which does not support larger, family sized dwelling units.**

With the current housing market conditions and the priority for delivering more affordable housing, we feel that the increased interior garage standard just to conveniently store and move the garbage bins is counter-intuitive to achieving these priorities. Furthermore, there is no assurance that increasing the garage space will result in occupants not putting garbage bins in the front yard – this is a zoning enforcement issue and could continue to be a zoning enforcement issue even if the minimum garage size is increased if the occupant uses the extra space for other storage needs. **As such, we ask that City Council maintain the current minimum interior garage standard of 2.7 m by 5.4 m**

**and that staff be directed to assess the convenient storage and movement of waste bins in the garage on a site by site basis.**

Thank you for the opportunity to provide these comments. We respectfully request that our comments be considered by City Staff in formulating any final recommendations to City Council on this matter. We would be happy to meet with City Staff and discuss our comments.

Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



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Colin Chung, MCIP, RPP  
Managing Partner



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Jennifer Staden, MCIP, RPP  
Associate

November 17, 2023

GSAI File: 601-001

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: November 20, 2023 Planning and Development Committee  
City-Initiated Amendment to the Zoning By-law  
Item 5.1 - Report No. Planning, Bld & Growth Mgt-2023-904  
City of Brampton**

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Glen Schnarr & Associates Inc. (GSAI) are the Planning Consultants for 1212949 Ontario Inc. (Ashley Group of Companies). On their behalf, we are pleased to provide this Comment Letter in relation to Item 5.1 - 'City-Initiated Amendment to the Zoning By-law' on the November 20<sup>th</sup> Planning and Development Committee Agenda.

For context to this Comment Letter, GSAI and 1212949 Ontario Inc. are actively working on clearing the draft conditions of approval for Subdivision File 21T-10001B (Blocks 96 and 97) under City of Brampton File C05W01.005, which includes single detached dwellings of various sizes. This work will facilitate a complete community and represents Phase 2 of registered Plan 43M-2002.

We understand City staff are advancing a City-Initiated Amendment to the Zoning By-law to assist with the interpretation and application of the Zoning By-law and help reduce the number of minor variance applications submitted to the City. Included in the proposed amendments is an amendment to Section 5. (c) of the Zoning By-law to increase the minimum interior length and width of residential garages. More specifically, we understand City staff are proposing to increase the minimum interior space of a garage from 2.7 m by 5.4 m to 3.3 m by 7 m, on the basis that the *“increased garage size will accommodate a functional parking space and storage for waste bins while also enhancing residential streetscape”*.

On behalf of 1212949 Ontario Inc., we offer the following comments and observations regarding the 'City-Initiated Amendment to the Zoning By-law':

- We understand the City has satisfied themselves on alternative garage standards less than 3.3 m by 7 m elsewhere in the City. We appreciate Planning Act applications are reviewed on their own merits and that consistency is required on how minimum garage templates are applied throughout the City; however, the proposed minimum standards (3.3 m by 7 m) are in excess of what has been discussed with the development industry on Planning Act applications
- The City's presentation states the proposed increase in the garage dimension is to accommodate storage for waste bins. It is important to note that the Region of Peel's 'Waste Collection Design Standard Manual' (2020) states that garage storage can be provided in the garage, backyard **or** side yard for storage carts, with direct access to the collection point location. Increasing the garage length to 7 m assumes that an applicant must provide waste storage within a garage whereas the Region's standards allow for flexibility in where waste storage can be accommodated.
- The City of Brampton's Development Design Guidelines states that "*garage widths shall be a balance within the proportions of the house and lot width they serve. To advert negative impacts on the streetscape, large garages on narrow lots are to be avoided.*" It is our opinion that the proposed 3.3 m by 7.0 m minimum requirement could result in disproportionate streetscape design for residential units. The proposed amendments could create challenges with facilitating compact built forms and affordable housing since livable space will be taken up by larger garages to accommodate convenient storage and movement of garbage bins.

The current staff proposal to increase the interior garage space from a minimum of 2.7 m by 5.4 m (14.58 m<sup>2</sup> or 157 ft<sup>2</sup>) to 3.3 m by 7.0 m (23.1 m<sup>2</sup> or 248.6 ft<sup>2</sup>) would result in the removal of 8.52 m<sup>2</sup> or 91.7 sf of living space on every unit. **This is basically equivalent to a loss of a bedroom on each unit, which does not support larger, family sized dwelling units.**

With the current housing market conditions and the priority for delivering more affordable housing, we feel that the increased interior garage standard just to conveniently store and move the garbage bins is counter-intuitive to achieving these priorities. Furthermore, there is no assurance that increasing the garage space will result in occupants not putting garbage bins in the front yard – this is a zoning enforcement issue and could continue to be a zoning enforcement issue even if the minimum garage size is increased if the occupant uses the extra space for other storage needs. **As such, we ask that City Council maintain the current minimum interior garage standard of 2.7 m by 5.4 m and that staff be directed to assess the convenient storage and movement of waste bins in the garage on a site by site basis.**

Subdivision 21T-10001B is already Draft Approved with a site-specific Zoning By-law approved. It is one of the many approved projects, not yet at Building Permit stage, which could be negatively impacted by the proposed, broad sweeping changes to the minimum garage dimensions. Should Council decide to approve the increase in minimum garage dimensions, we strongly suggest transition provisions be included to appropriately transition projects which have been approved to date, but not yet at Building Permit stage. This will help prevent further delays in delivering much needed housing.

Thank you for the opportunity to provide these comments. We respectfully request that our comments be considered by City Staff in formulating any final recommendations to City Council on this matter. We would be happy to meet with City Staff and discuss our comments.

Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



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Colin Chung, MCIP, RPP  
Managing Partner



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Jennifer Staden, MCIP, RPP  
Associate



November 17, 2023

GSAI File: 1328-003

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: November 20, 2023 Planning and Development Committee  
City-Initiated Amendment to the Zoning By-law  
Item 5.1 - Report No. Planning, Bld & Growth Mgt-2023-904  
City of Brampton**

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Glen Schnarr & Associates Inc. (GSAI) are the Planning Consultants 2769197 ONTARIO INC. (the 'Landowner'). On behalf of the Landowner, we are pleased to provide this Comment Letter in relation to Item 5.1 - 'City-Initiated Amendment to the Zoning By-law' on the November 20<sup>th</sup> Planning and Development Committee Agenda.

For context to this Comment Letter, GSAI and the Landowner are actively working on an Official Plan and Zoning By-law Amendment application for lands municipally addressed 8957 Heritage Road, Brampton under City File # PRE-2022-0109. The proposal is for a medium density, mixed-use development, which includes dual frontage townhouses and street townhouses. We anticipate filing formal planning applications in the upcoming weeks.

We understand City staff are advancing a City-Initiated Amendment to the Zoning By-law to assist with the interpretation and application of the Zoning By-law and help reduce the number of minor variance applications submitted to the City. Included in the proposed amendments is an amendment to Section 5. (c) of the Zoning By-law to increase the minimum interior length and width of residential garages. More specifically, we understand City staff are proposing to increase the minimum interior space of a garage from 2.7 m by 5.4 m to 3.3 m by 7 m, on the basis that the "*increased garage size will accommodate a functional parking space and storage for waste bins while also enhancing residential streetscape*".

On behalf of the Landowner, we offer the following comments and observations dealing with the 'City-Initiated Amendment to the Zoning By-law':

- We understand the City has satisfied themselves on alternative garage standards less than 3.3 m by 7 m elsewhere in the City. We appreciate Planning Act applications are reviewed on their own merits and that consistency is required on how minimum garage templates are applied throughout the City; however, the proposed minimum standards (3.3 m by 7 m) are in excess of what has been discussed with the development industry on Planning Act applications
- The City's presentation states the proposed increase in the garage dimension to accommodate storage for waste bins. It is important to note that the Region of Peel's 'Waste Collection Design Standard Manual' (2020) states that garage storage can be provided in the garage, backyard **or** side yard for storage carts, with direct access to the collection point location. Increasing the garage length to 7 m assumes that an applicant must provide waste storage within a garage whereas the Region's standards allow for flexibility in where waste storage can be accommodated.
- The City of Brampton's Development Design Guidelines states that "*garage widths shall be a balance within the proportions of the house and lot width they serve. To advert negative impacts on the streetscape, large garages on narrow lots are to be avoided.*" It is our opinion that the proposed 3.3 m by 7.0 m minimum requirement could result in disproportionate streetscape design for residential units. The proposed amendments could create challenges with facilitating compact built forms and affordable housing since livable space will be taken up by larger garages to accommodate convenient storage and movement of garbage bins.

The current staff proposal to increase the interior garage space from a minimum of 2.7 m by 5.4 m (14.58m<sup>2</sup> or 157sf) to 3.3 m by 7.0 m (23.1 m<sup>2</sup> or 248.6 sf) would result in the removal of 8.52 m<sup>2</sup> or 91.7 sf of living space on every unit. **This is basically equivalent to a loss of a bedroom on each unit, which does not support larger, family sized dwelling units.**

With the current housing market conditions and the priority for delivering more affordable housing, we feel that the increased interior garage standard just to conveniently store and move the garbage bins is counter-intuitive to achieving these priorities. Furthermore, there is no assurance that increasing the garage space will result in occupants not putting garbage bins in the front yard – this is a zoning enforcement issue and could continue to be a zoning enforcement issue even if the minimum garage size is increased if the occupant uses the extra space for other storage needs. **As such, we ask that City Council maintain the current minimum interior garage standard of 2.7 m by 5.4 m**

**and that staff be directed to assess the convenient storage and movement of waste bins in the garage on a site by site basis.**

Thank you for the opportunity to provide these comments. We respectfully request that our comments be considered by City Staff in formulating any final recommendations to City Council on this matter. We would be happy to meet with City Staff and discuss our comments.

Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



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Colin Chung, MCIP, RPP  
Managing Partner



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Jennifer Staden, MCIP, RPP  
Associate

November 16, 2023

GSAI File: 960-002

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: Public Input - City-Initiated Amendment to the Zoning By-law**  
**Item 5.1 - Report No. Planning, Bld & Growth Mgt-2023-904**  
**City of Brampton**  
**1951 Queen Street West Inc.**

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Glen Schnarr & Associates Inc. (GSAI) are the Planning Consultants for 1951 Queen Street West Inc., the registered owner of the property municipality known as 1951 Queen Street (herein referred to as the '**Subject Property**') in the City of Brampton. On behalf of the 1951 Queen Street West Inc., we are providing this Comment Letter in relation to Item 5.1 - 'City-Initiated Amendment to the Zoning By-law' on the November 20<sup>th</sup> Planning and Development Committee Agenda.

For context to this Comment Letter, the Local Planning Appeal Tribunal (now the Ontario Land Tribunal (OLT)) in its procedural order dated August 18, 2020 approved a settlement between the City of Brampton and 1951 Queen Street West Inc., for an Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision to facilitate a residential development consisting of single detached dwellings, street townhouses and a condominium townhouse block, which would include traditional townhouses, back-to-back townhouses and dual frontage townhouses. Attached for ease of reference is a copy of the LPAT Decision dated August 18, 2020.

1951 Queen Street West Inc. is a participating landowner within the Queen Street Tertiary Plan Area, has advanced detailed engineering submissions for its Plan of Submission (**City File No. 21T-16010B**) and has also submitted a Site Plan Application (**City File No. SPA-2021-0184**) for its condominium block that fronts onto Queen Street.

We understand City staff are advancing a City-Initiated Amendment to the Zoning By-law to assist with the interpretation and application of the Zoning By-law and help reduce the

number of minor variance applications submitted to the City. Included in the proposed amendments is an amendment to Section 10.5 (c) of the Zoning By-law to increase the minimum interior length and width of residential garages. We understand City staff are proposing to increase the minimum interior space of a garage from 2.7 metres by 5.4 metres to 3.3 metres by 7 metres, on the basis that the “*increased garage size will accommodate a functional parking space and storage for waste bins while also enhancing residential streetscape*”.

On behalf of the 1951 Queen Street West Inc., we offer the following comments and observations dealing with the ‘City-Initiated Amendment to the Zoning By-law’:

- The design of the dwelling units as approved through the LPAT settlement proceedings relied on the existing zoning provision in Section 10.5 (c). At that time, 1951 Queen Street West Inc. did not see a need to introduce minimum garage standards into its site-specific Zoning By-law when it was recognized that Section 10.5 (c) could be relied upon. 1951 Queen Street West Inc., has concerns that expanding the garage dimensions will impose new conditions on its development that has advanced detailed designs through a site planning process and detailed engineering submissions.
- The City’s presentation states the proposed increase in the garage dimension is in order to accommodate storage for waste bins. It is important to note that the Region of Peel’s ‘Waste Collection Design Standard Manual’ (2020) states that garage storage can be provided in the garage, backyard or side yard for storage carts, with direct access to the collection point location. Increasing the garage length to 7 m predetermines that an applicant must provide waste storage within a garage whereas the Region’s standards allow for flexibility in where waste storage can be accommodated.
- The City of Brampton’s Development Design Guidelines states that “*garage widths shall be a balance within the proportions of the house and lot width they serve. To advert negative impacts on the streetscape, large garages on narrow lots are to be avoided.*” It is our opinion that the proposed 3.3 m by 7.0 m minimum requirement could result in disproportionate streetscape design for residential units. The proposed amendments could create challenges with facilitating compact built forms and affordable housing since livable space will be taken up by larger garages to accommodate storage and movement of garbage bins.

The current staff proposal to increase the interior garage space from a minimum of 2.7 m by 5.4 m (14.58m<sup>2</sup> or 157sf) to 3.3 m by 7.0 m (23.1 m<sup>2</sup> or 248.6 sf) would result in the removal of 8.52 m<sup>2</sup> or 91.7 sf of living space on every unit. **This is basically equivalent to a loss of a bedroom on each unit.**

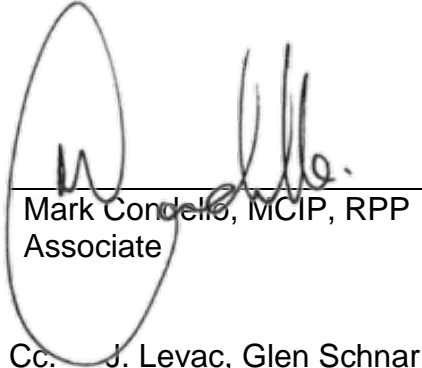
On behalf of 1951 Queen Street West Inc., we recommend that the existing provision 10.5 (c) “*the interior space of a garage shall have a rectangular area not less than 2.7*

*metres by 5.4m metres with no more than one step encroachment” be maintained and that staff be directed to assess the storage and movement of waste bins in the garage on a site by site basis. This would ensure that these amendments do not create unintended consequences of having existing designs and approvals that would now be non compliant with the City’s new by-law standards. If the City proceeds with this proposed amendment to the zoning by-law that an appropriate transition provisions be added to the by-law to ensure that approved draft plans and developments are exempt.*

Thank you for the opportunity to provide these comments. We respectfully request that our comments be considered by City Staff in formulating any final recommendations to City Council on this matter.

Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



Mark Condello, MCIP, RPP  
Associate

Cc. J. Levac, Glen Schnarr & Associates Inc.  
C. Cesta, 1951 Queen Street West Inc.  
M. Flynn-Guglietti, McMillan LLP

Attachment:

1. LPAT Decision dated August 18, 2020.

# Local Planning Appeal Tribunal Tribunal d'appel de l'aménagement local



**ISSUE DATE:** AUGUST 18, 2020

**CASE NO.:**

PL171311

The Ontario Municipal Board (the “OMB”) is continued under the name Local Planning Appeal Tribunal (the “Tribunal”), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

**PROCEEDING COMMENCED UNDER** subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 1951 Queen Street West Inc. (Cesta Homes)  
Subject: Request to amend the Official Plan - Failure of the City of Brampton to adopt the requested amendment  
Existing Designation: Residential Low Density 1 and Special Policy Area 2  
Proposed Designated: Low Density 11  
Purpose: To permit 33 single-detached dwelling units on public streets  
Property Address/Description: 1951 Queen Street West  
Municipality: City of Brampton  
Approval Authority File No.: C04W05.012  
OMB Case No.: PL171311  
OMB File No.: PL171311  
OMB Case Name: 1951 Queen Street West Inc. (Cesta Homes) v. Brampton (City)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 1951 Queen Street West Inc. (Cesta Homes)  
Subject: Proposed Plan of Subdivision - Failure of the City of Brampton to make a decision  
Purpose: To permit 33 single-detached dwelling units on public streets

Property Address/Description: 1951 Queen Street West  
 Municipality: City of Brampton  
 Municipality File No.: C04W05.012  
 OMB Case No.: PL171311  
 OMB File No. PL171313

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 1951 Queen Street West Inc. (Cesta Homes)  
 Subject: Application to amend Zoning By-law No. 270-2004 -  
 Neglect of City of Brampton to make a decision  
 Existing Zoning: Agricultural A and Residential Hamlet One (RHM1)  
 Proposed Zoning: Residential Single-Detached F X RIF-X Zone  
 Purpose: To permit 33 single-detached dwelling units on public  
 streets  
 Property Address/Description: 1951 Queen Street West  
 Municipality: City of Brampton  
 Municipality File No.: C04W05.012  
 OMB Case No.: PL171311  
 OMB File No.: PL171312

BEFORE:

BLAIR S. TAYLOR ) Monday, the 17th day of  
 MEMBER )  
 ) August 2020

**THIS MATTER** having come on for public hearing,

**THE TRIBUNAL ORDERS** that the appeal filed by 1951 Queen Street West Inc. (Cesta Homes) with respect to the Official Plan Amendment is allowed in part, and that the City of Brampton Official Plan, including the Credit Valley Secondary Plan, is hereby amended in the manner set out in **Attachment 1** to this Order. The Tribunal authorizes the municipal clerk to assign a number to this by-law for record keeping purposes.



**THE TRIBUNAL ORDERS** that the appeal filed by 1951 Queen Street West Inc. (Cesta Homes) with respect to the Zoning By-law Amendment is allowed in part, and that the City of Brampton Zoning By-law No. 270-2004, as amended, is hereby amended in the manner set out in **Attachment 2** to this Order. The Tribunal authorizes the municipal clerk to assign a number to this by-law for record keeping purposes.

**AND THE TRIBUNAL ORDERS** that the appeal filed by 1951 Queen Street West Inc. (Cesta Homes) with respect to the Draft Plan of Subdivision is allowed in part, and the Draft Plan of Subdivision dated June 19, 2020 and shown in **Attachment 3** to this Order is approved subject to the fulfilment of the City of Brampton Draft Plan Conditions dated July 9, 2020 set out in **Attachment 4** to this Order and Final Version of the Region of Peel Draft Plan Conditions dated June 3, 2020 set out as **Attachment 5** to this order

**AND THE TRIBUNAL FURTHER ORDERS** that pursuant to subsection 51(56.1) of the *Planning Act*, the City of Brampton, as the approval authority in which the lands are situated, shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of subsection 51(58) of the *Planning Act*.

This is the Order of the Tribunal.

“Becky Fong”

BECKY FONG  
REGISTRAR

If there is an attachment referred to in this document, please visit [www.olt.gov.on.ca](http://www.olt.gov.on.ca) to view the attachment in PDF format.

Local Planning Appeal Tribunal  
A constituent tribunal of Ontario Land Tribunals  
Website: [www.olt.gov.on.ca](http://www.olt.gov.on.ca) Telephone: 416-212-6349 Toll Free: 1-866-448-2248



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number \_\_\_\_\_

To adopt Amendment Number OP2006-  
to the Official Plan of the  
City of Brampton Planning Area

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The Council of The Corporation of the City of Brampton, in accordance with the provisions of the *Planning Act*, R.S.O., 1990, c.P. 13, hereby ENACTS as follows:

1. Amendment Number OP2006-\_\_\_\_\_ to the Official Plan of the City of Brampton Planning Area is hereby adopted and made part of this By-law.

READ a FIRST, SECOND and THIRD TIME, and PASSED in OPEN COUNCIL,

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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PATRICK BROWN, MAYOR

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PETER FAY, CITY CLERK

AMENDMENT NUMBER OP 2006 –  
to the Official Plan of the  
City of Brampton Planning Area

AMENDMENT NUMBER OP 2006-\_\_\_\_\_  
TO THE OFFICIAL PLAN OF THE  
CITY OF BRAMPTON PLANNING AREA

1.0 PURPOSE:

The purpose of this Amendment is to amend the Credit Valley Secondary Plan to change the land use designation of the lands shown outlined on Schedule 'A' to this amendment to permit the development of detached dwellings, semi-detached dwellings and townhouse dwellings.

2.0 LOCATION:

The lands subject to this amendment are located south of Queen Street West and east of Mississauga Road. The lands have a frontage of approximately 104 metres (341 feet) on Queen Street West. The lands are located at 1951 Queen Street West and comprise a single parcel totaling approximately 3.73 hectares (9.22 acres). The lands are legally described as Part of Lot 5, Concession 4, W.H.S.

3.0 AMENDMENTS AND POLICIES RELEVANT THERETO:

The portions of the document known as Credit Valley Secondary Plan, being Chapter 45, of Part II of the City of Brampton Official Plan, as amended, is hereby further amended:

- a) by changing on Schedule SP45(A) of Chapter 45 of Part II: Secondary Plans, the land use designations of the lands shown outlined on Schedule 'A' to this amendment from "Residential - Low Density 1" to Residential - Medium Density" and "Open Space - Primary Valleyland" to "Residential - Medium Density".
- b) by adding the following clauses under Section 6.2, Special Policy Area 2:

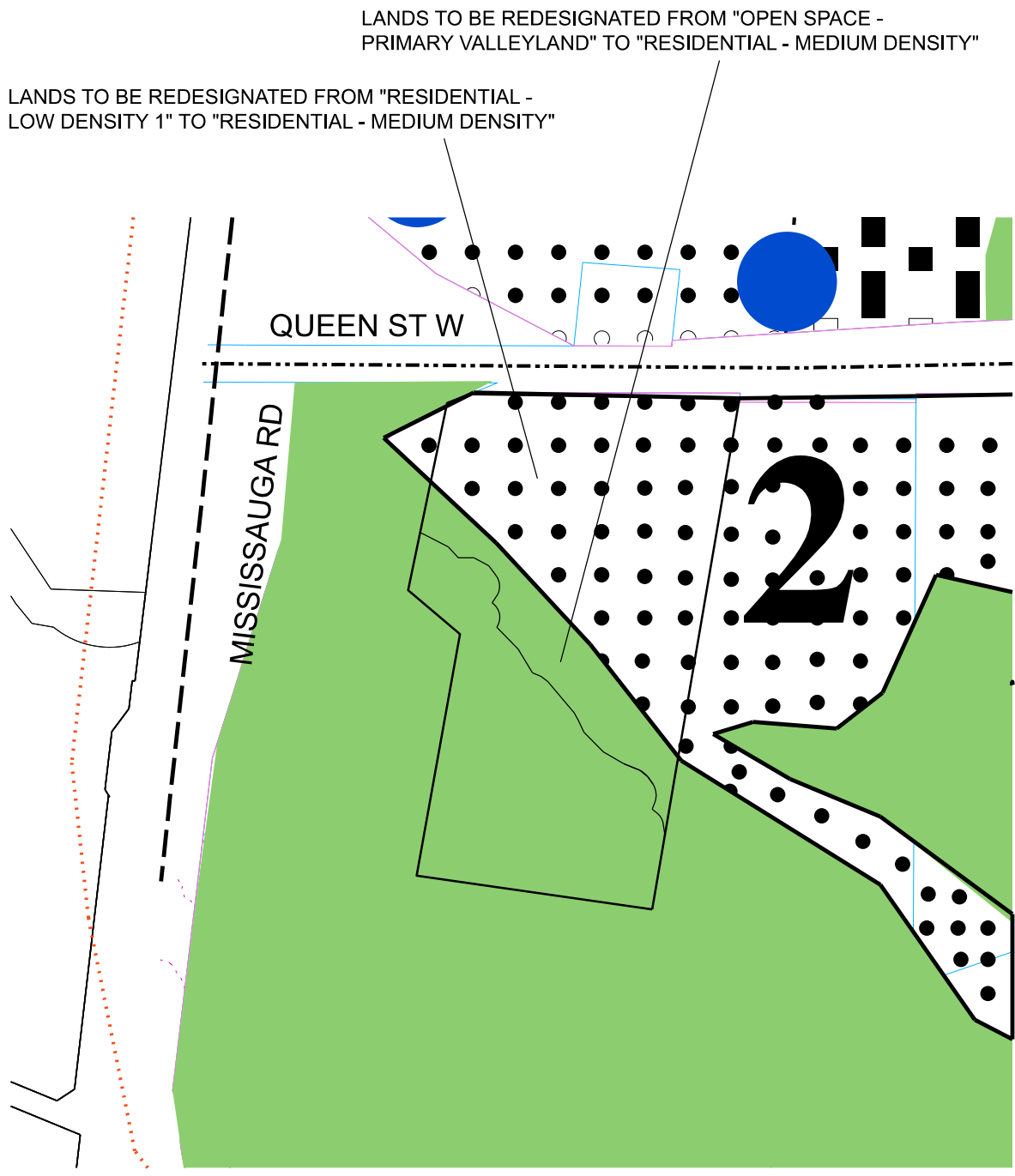
"6.2.6 The lands municipally known as 1951 Queen Street West shall be subject to the following:

  - i) Notwithstanding the provisions of the "Medium Density" designation, a maximum density of 50 units per net residential hectare may be permitted for the subject lands.
  - ii) The development of the lands shall implement the design principles and standards of the Upscale Executive Housing policies established in the Official Plan.
  - iii) For the purposes of this Subsection, the "Medium Density" designation may include, Single-Detached, Semi-Detached and Street Townhouses in addition to Front-Loaded Townhouses, Dual Frontage Townhouses, and Back-to-Back Townhouses."

Approved as to Content:

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Allan Parsons, MCIP, RPP  
Director, Planning and Development Services



EXTRACT FROM SCHEDULE SP45(A) OF THE DOCUMENT KNOWN AS THE CREDIT VALLEY SECONDARY PLAN

RESIDENTIAL		INFRASTRUCTURE	
	<b>Executive Residential</b>		<b>Minor Arterial Roads</b>
	<b>Low Density 1</b>		<b>Collector Roads</b>
	<b>Medium Density Residential</b>		<b>Special Policy Area</b>
	<b>OPEN SPACE</b>		<b>Secondary Plan Boundary</b>
	<b>Primary Valleyland</b>		
	<b>Potential Stormwater Management Ponds</b>		



**THE CORPORATION OF THE CITY OF BRAMPTON**

**BY-LAW NUMBER 2020 - \_\_\_\_\_**

To amend By-law 270-2004, as amended

The Council of The Corporation of the City of Brampton, in accordance with the provisions of the Planning Act, R.S.O. 1990, c.P. 13, hereby ENACTS as follows:

1. By-law 270-2004, as amended, is hereby further amended:

- (1) by changing on Schedule A thereto, the zoning designation of the lands as shown outlined on Schedule A to this by-law:

From:	To:
AGRICULTURAL ZONE (A)	RESIDENTIAL SINGLE DETACHED F - 9.0 – SECTION 2970 (R1F - 9.0 - 2970)
	RESIDENTIAL SEMI-DETACHED E - 7.5 – SECTION 2971 - (R2E - 7.5 - 2971)
	RESIDENTIAL TOWNHOUSE E - 5.5 - SECTION 2972 (R3E - 5.5 - 2972)
	RESIDENTIAL TOWNHOUSE C – SECTION 2973 (R3C - 2973)
	FLOODPLAIN ZONE (F)
	OPEN SPACE ZONE (OS)

- (2) by adding thereto, the following sections:

“2970 The lands designated R1F - 9.0 - 2970 on Schedule A to this by-law:

2970.1 Shall only be used for the purposes permitted in an R1F-x zone.

2970.2 Shall be subject to the following requirements and restrictions:

- (1) Minimum Lot Area:  
Interior Lot – 225.0 square metres
- (2) Minimum Lot Width:  
Interior Lot – 9.0 metres
- (3) Minimum Lot Depth: 25 metres
- (4) Minimum Front Yard:
  - a) 3.0 metres;

- b) 5.5 metres to a garage door facing the front lot line;
- (5) Minimum Rear Yard Depth:
  - a) 6.0 metres;
  - b) 3.5 metres to a deck off the main floor;
  - c) 4.5 metres to an open roofed balcony and/or uncovered terrace from the second storey of a dwelling;
- (6) Minimum Interior Side Yard Width:
  - a) 1.2 metres on one side and 0.6 metres on the other side;
  - b) Interior side yards between two lots can be paired at 0.6 metres per paired lots, and/or 1.2 metres and 0.6 metres per paired lots and/or 1.2 metres and 1.2 metres per paired lots;
  - c) 1.2 metres where the side yard abuts a non-residential zone;
- (7) Maximum Building Height: 12.0 metres
- (8) The following provisions apply to garages:
  - a) maximum cumulative garage door width: 3.7 metres;
  - b) the maximum interior garage width, of an attached garage, shall be 0.9 metres wider than the maximum permitted cumulative garage door width;
- (9) Notwithstanding Section 6.13, the following encroachment shall be permitted:
  - a) a porch and/or balcony with or without a foundation or cold cellar may encroach 2.0 metres into the minimum front yard;
  - b) a bay window, bow window or box window with or without a foundation or cold cellar may encroach 1.0 metre into the minimum front yard;
- (10) Notwithstanding Section 6.13, Table 6.13.A, the following shall apply:
  - a) the maximum width of a bay, bow or box window with or without a foundation shall be 4.5 metres;
  - b) the maximum depth of a bay, bow or box window with or without a foundation shall be 1.0 metre;
  - c) a bay, bow or box window with a maximum depth of 0.6 metres is not required to include side windows;
  - d) a bay, bow or box window with a depth greater than 0.6 metres up to a maximum depth of 1.0 metre shall include side windows;

2970.3 Shall also be subject to the requirements and restrictions related to the R1F-x zone and all the general provisions of this by-law, which are not in conflict with those set out in Section 2970.



- 2971 The lands designated R2E - 7.5 - 2971 on Schedule A of this by-law:
- 2971.1 Shall only be used for the purposes permitted in an R2E-x zone.
- 2971.2 Shall be subject to the following requirements and restrictions:
- (1) Minimum Lot Area:  
Interior Lot – 185 square metres
  - (2) Minimum Lot Width:  
Interior Lot – 7.5 metres
  - (3) Minimum Lot Depth: 25.0 metres
  - (4) Minimum Front Yard Depth:
    - a) 3.0 metres;
    - b) 5.5 metres to a garage door facing the front lot line;
  - (5) Minimum Rear Yard Depth:
    - a) 5.0 metres for an interior lot;
    - b) 3.5 metres to a deck off the main floor;
  - (6) Minimum Interior Side Yard Width:
    - a) 1.2 metres;
    - b) 0.0 metres when abutting side lot line coincides with a common wall between two Dwelling Units;
    - c) 0.0 metres when abutting side lot line coincides with a common wall between two garages;
  - (7) Maximum Building Height: 12.0 metres
  - (8) The following provisions shall apply to garages:
    - a) the maximum cumulative garage door width shall be 3.7 metres;
    - b) the maximum interior garage width, of an attached garage, shall be 0.9 metres wider than the maximum permitted cumulative garage door width;
  - (9) Notwithstanding Section 6.13, the following shall be permitted:
    - a) a porch and/or balcony with or without a foundation or cold cellar may encroach 2.0 metres into the minimum front yard;
    - b) a bay window, bow window or box window with or without a foundation or cold cellar may encroach 1.0 metre into the minimum front yard;
    - c) a bay window bow window or box window with or without a foundation or cold cellar may encroach a maximum of 0.7 metres into the interior side yard
  - (10) Notwithstanding Section 6.13, Table 6.13.A, the following shall apply:

- a) the maximum width of a bay, bow or box window with or without foundation shall be 4.5 metres;
- b) a bay, bow or box window with a maximum depth of 0.6m is not required to include side windows;
- c) a bay, bow or box window with a depth greater than 0.6m up to a maximum depth of 1.0 metres shall include side windows;

2971.3 Shall be subject to the requirements and restrictions related to the R2E-x zone and all the general provisions of this by-law, which are not in conflict with those set out in Section 2971.

2972 The lands designated R3E - 5.5 - 2972 on Schedule A to this by-law:

2972.1 Shall only be used for purposes permitted in an R3E-x zone.

2972.2 Shall be subject to the following requirements and restrictions:

- (1) Minimum Lot Area:  
Interior Lot – 135.0 square metres;  
Corner Lot – 210.0 square metres;  
End Lot – 165.0 square metres;
- (2) Minimum Lot Width:  
Interior Lot – 5.5 metres;  
Corner Lot – 8.5 metres;  
End Lot – 6.7 metres;
- (3) Minimum Lot Depth: 25.0 metres
- (4) Minimum Front Yard:
  - a) 3.0 metres;
  - b) 5.5 metres to garage door facing the front lot line;
- (5) Minimum Exterior Side Yard:
  - a) 3.0 metres;
  - b) the main wall of a dwelling may encroach into the exterior side yard to within 1.0 metres of a daylight rounding/triangle;
- (6) Minimum Rear Yard:
  - a) 5.0 metres for an interior lot;
  - b) 3.5 metres to a deck off the main floor;
- (7) Minimum Interior Side Yard:
  - a) 1.2 metres and 0.0 metres when abutting side lot line coincides with a common wall between two Dwelling Units;
- (8) Maximum Building Height: 12.0 metres
- (9) Minimum Dwelling Unit Width: 5.0 metres
- (10) The following provisions shall apply to garages:

- a) the maximum cumulative garage door width shall be 3.0 metres;
- b) the maximum interior garage width, of an attached garage, shall be 0.9 metres wider than the maximum permitted cumulative garage door width;

(11) For lands designated R3E-5.5-2972, Section 10.13.2 shall not apply.

2972.3 Shall also be subject to the requirements and restrictions relating to the R3E-x zone and all the general provisions of this by-law, which are not in conflict with those set out in Section 2972.

2973 The lands designated R3C - 2973 on Schedule A to this by-law:

2973.1 Shall only be used for the following purposes:

- a) Townhouse Dwelling;
- b) Back to Back Townhouse Dwelling;
- c) Rear Lane Townhouse Dwelling;

2973.2 For land designated R3C-2973, Section 10.13.2 shall not apply.

2973.3 For the purposes of this by-law, a Townhouse Dwelling shall be subject to the following requirements and restrictions:

- (1) Minimum Lot Area:  
Interior Lot – 135.0 square metres;  
Corner Lot – 210.0 square metres;  
End Lot – 165.0 square metres;
- (2) Minimum Lot Width:  
Interior Lot – 5.5 metres;  
Corner Lot – 7.0 metres;  
End Lot – 6.7 metres;
- (3) Minimum Lot Depth: 25.0 metres
- (4) Minimum Front Yard Depth:
  - a) 3.0 metres;
  - b) 5.5 metres to garage door facing the front lot line;
- (5) Minimum Exterior Side Yard Width:
  - a) 1.2 metres;
  - b) the main wall of a dwelling may encroach into the exterior side yard to within 1.0 metres of a daylight rounding/triangle;
- (6) Minimum Rear Yard Depth:
  - a) 5.0 metres for an interior lot;
  - b) 3.0 metres for a corner lot provided that not less than 50% of the unit width is setback 5.0 metres from the rear lot line;
  - c) 3.5 metres to a deck off the main floor;

- d) 4.5 metres for open roofed porches and/or uncovered terraces on second floor;
  - e) 0.6 metres to the side wall of a garage, where access to the garage is from the exterior side yard;
- (7) Minimum Interior Side Yard Width:
- a) 1.2 metres; for a total separation of a minimum of 2.4 metres between townhouse blocks;
  - b) 0.0 metres when abutting side lot line coincides with a common wall between two dwellings;
- (8) Maximum Building Height: 12.0 metres
- (9) Minimum Dwelling Unit Width: 5.0 metres
- (10) Minimum Landscape Open Space: No requirement
- (11) The following provisions shall apply to garages:
- a) the maximum cumulative garage door width shall be 3.0 metres;
  - b) the maximum interior garage width, of an attached garage, shall be 0.9 metres wider than the maximum permitted cumulative garage door width;

2973.4 For the purposes of this by-law a Back to Back Townhouse Dwelling shall be subject to the following requirements and restrictions:

- (1) Minimum Lot Area:  
Interior Lot – 72 square metres;  
Corner Lot – 108 square metres;  
End Lot – 95 square metres;
- (2) Minimum Lot Width:  
Interior Lot – 6.0 metres;  
Corner Lot – 9.0 metres;  
End Lot – 7.2 metres;
- (3) Minimum Front Yard Depth:
  - a) 3.0 metres;
  - b) 5.5 metres to a garage door facing the front lot line;
- (4) Minimum Exterior Side Yard Width:
  - a) 1.2 metres to a public road;
  - b) 1.2 metres where a side yard abuts a common amenity area;
- (5) Minimum Rear Yard Depth: 0.0 metres
- (6) Minimum Interior Side Yard Width:
  - a) 1.2 metres;
  - b) 0.0 metres when abutting a side lot line that coincides with the shared common wall between two dwellings;

- (7) Maximum Building Height: 12.0 metres, except that a mechanical penthouse, access to a roof terrace and parapet may project beyond the permitted building height by a maximum of 3.5 metres;
- (8) For Back to Back Townhouses, a maximum of 16 Dwelling Units may be attached in a contiguous structure, provided the structure is only 8 units wide and 2 units deep;
- (9) Minimum Amenity Area:
  - a) 3.5 square metres shall be provided either on a balcony/uncovered terrace on the second floor or third floor or in the front yard at ground level;
- (10) Minimum Landscape Open Space: No requirement
- (11) Air conditioning units may be located on a balcony or uncovered terrace.
- (12) The following provisions shall apply to garages:
  - a) the maximum cumulative garage door width shall be 3.0 metres;
  - b) the maximum interior garage width, of an attached garage, shall be 0.9 metres wider than the maximum permitted cumulative garage door width;

2973.5 For the purposes of this by-law a Rear Lane Townhouse Dwelling shall be subject to the following requirements and restrictions:

- (1) For the purpose of this by-law, the front lot line for a Rear Lane Townhouse shall be deemed to be Queen Street West.
- (2) Minimum Lot Area:  
Interior Lot – 84 square metres;  
Corner Lot – 120 square metres;  
End Lot – 90 square metres;
- (3) Minimum Lot Width:  
Interior Lot – 5.5 metres;  
Corner Lot – 8.0 metres;  
End Lot – 6.2 metres;
- (4) Minimum Front Yard Depth:
  - a) 1.40 metres;
  - b) the main wall of a dwelling may encroach into the front yard within 1.0 metre of a daylight rounding/triangle;
- (5) Minimum Exterior Side Yard Width:
  - a) 1.2 metres;
  - b) the main wall of a dwelling may encroach into the exterior side yard to within 1.0 metre of a daylight rounding/triangle

- (6) Minimum Rear Yard Depth:
  - a) 1.0 metres;
  - b) 5.5 metres to garage door facing the rear lot line;
  - c) the main wall of a dwelling may encroach into the rear yard to within 1.0 metre of a daylight rounding/triangle;
- (7) Minimum Interior Side Yard Width:
  - a) 1.2 metres; for a total separation of a minimum of 2.4 metres between townhouse blocks;
  - b) 0.0 metres when abutting side lot line coincides with a common wall between two dwellings;
  - c) 0.0 metres when abutting side lot line coincides with a common wall between two garages;
- (8) Maximum Building Height: 12.0 metres
- (9) Minimum Dwelling Unit Width: 5.5 metres
- (10) Minimum Amenity Area:
  - a) 3.5 square metres shall be provided either on a balcony/uncovered terrace on the second floor or third floor or in the front yard at ground level;
- (11) Minimum Landscape Open Space: No requirement.
- (12) The following shall apply to garages:
  - a) the maximum cumulative garage door width shall be 3.0 metres;
  - b) the interior garage width, as calculated 3.0 metres from the garage opening shall be a maximum 0.9 metres greater than the maximum garage door width permitted on the lot;
- (13) Air conditioning units may be located on a balcony or uncovered terrace or rear yard.
- (14) Maximum fence height permitted within the front yard: 1.2 metres.

2973.6 Notwithstanding Section 6.13, the following encroachments shall be permitted:

- a) a porch and/or balcony with or without a foundation or cold cellar may encroach 1.4 metres into the minimum front yard;
- b) a bay window, bow window or box window with or without a foundation or cold cellar may encroach 1.0 metre into the minimum front yard;
- c) a bay window, bow window or box window with or without a foundation or cold cellar may encroach a maximum of 0.7 metres into a 1.2 metre interior side yard;

- 2973.7 Notwithstanding Section 6.13, Table 6.13.A, the following shall apply:
- a) the maximum width of a bay, bow or box window with or without foundation shall be 4.5 metres;
  - b) the maximum depth of a bay, bow or box window with or without foundation shall be 1.0 metre;
  - c) a bay, bow or box window with a maximum depth of 0.6metres is not required to include side windows;
  - d) a bay, bow or box window with a depth greater than 0.6m up to a maximum depth of 1.0 metres shall include side windows;

2973.8 Shall also be subject to the requirements and restrictions to the R3C zone and all the general provisions of this by-law, which are not in conflict with those set out in Section 2973.”

READ a FIRST, SECOND AND THIRD TIME, AND PASSED IN OPEN COUNCIL,  
this            day of            2020.

\_\_\_\_\_  
Patrick Brown, Mayor

\_\_\_\_\_  
Peter Fay, City Clerk

Approved as to Content:

\_\_\_\_\_  
Richard Forward, MCIP, RPP  
Commissioner

## **EXPLANATORY NOTE**

### **THE PURPOSE OF BY-LAW - 20**

The purpose of By-law -20 is to amend comprehensive Zoning By-law 270-2004, as amended pursuant to an application by Glen Schnarr & Associates Inc. for 1951 Queen Street Holdings (File No. 21T-16010B / C04W05.012).

### **EFFECT OF THE BY-LAW**

The effect of By-law -20 is to permit 5 single detached dwellings, 2 semi-detached dwellings, 14 street townhouse dwellings, 59 condominium townhouse dwellings with a condominium road as well as, 2 residential reserve blocks, part of a stormwater management block and part of a park block.

### **LOCATION OF LANDS AFFECTED**

The lands affected by By-law -20 are located at 1951 Queen Street West, Part of Lot 5, Concession 4, West of Hurontario Street in the Geographic Township of Chinguacousy in the City of Brampton.

**Any further inquiries or questions should be directed to Krista Walkey City of Brampton Planning and Infrastructure Services Department, 905-874-2089.**



MISSISSAUGA ROAD

QUEEN STREET W (45m ROW)

R3C-2973

R3E-5.5  
-2972

R2E-7.5-2971

R1F-9.0  
-2970

OS

F

 ZONE BOUNDARY

PART OF LOT 5,  
CONCESSION 4, W.H.S.

**CITY OF BRAMPTON**  
PLANNING, DESIGN, AND DEVELOPMENT



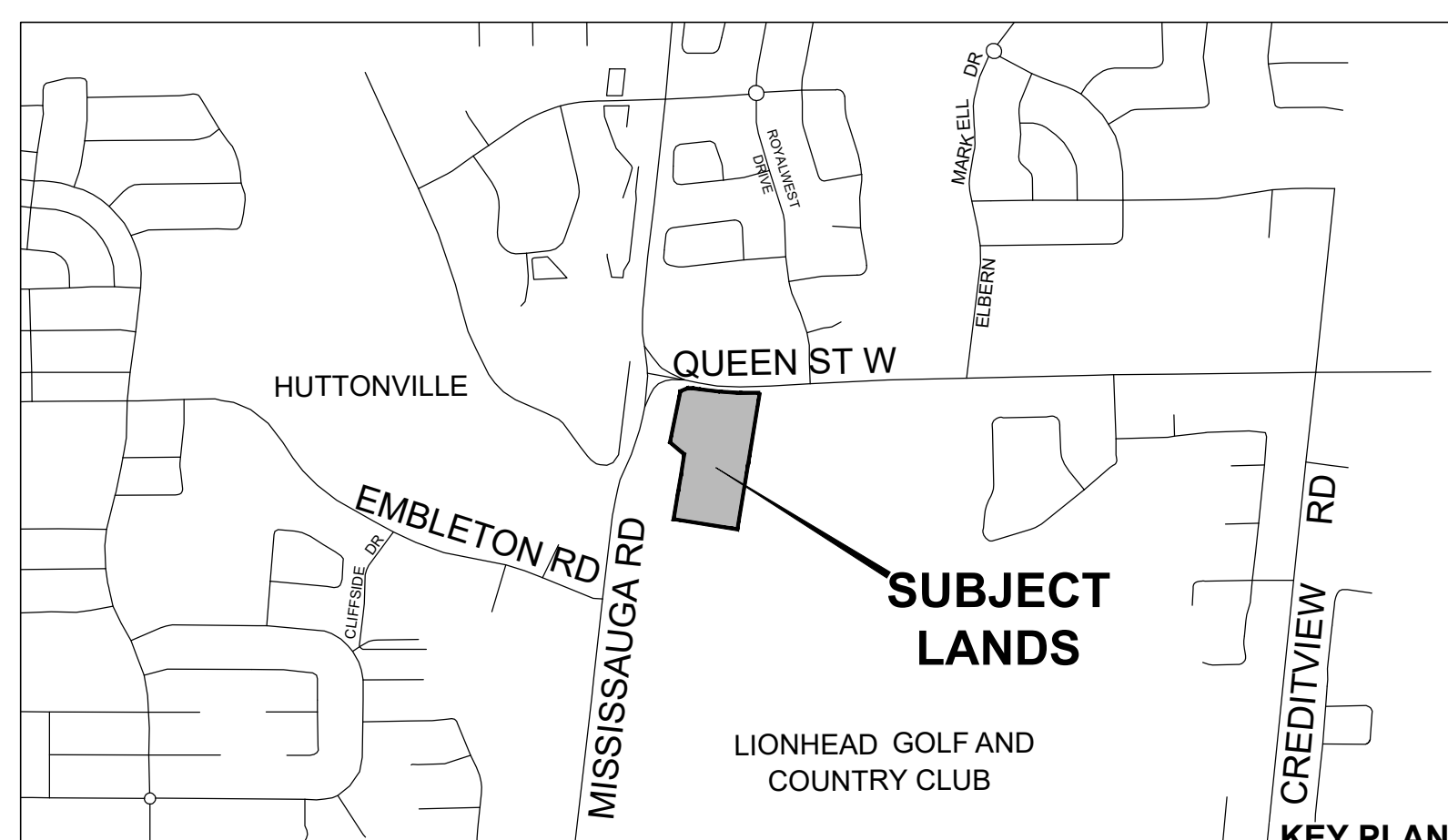
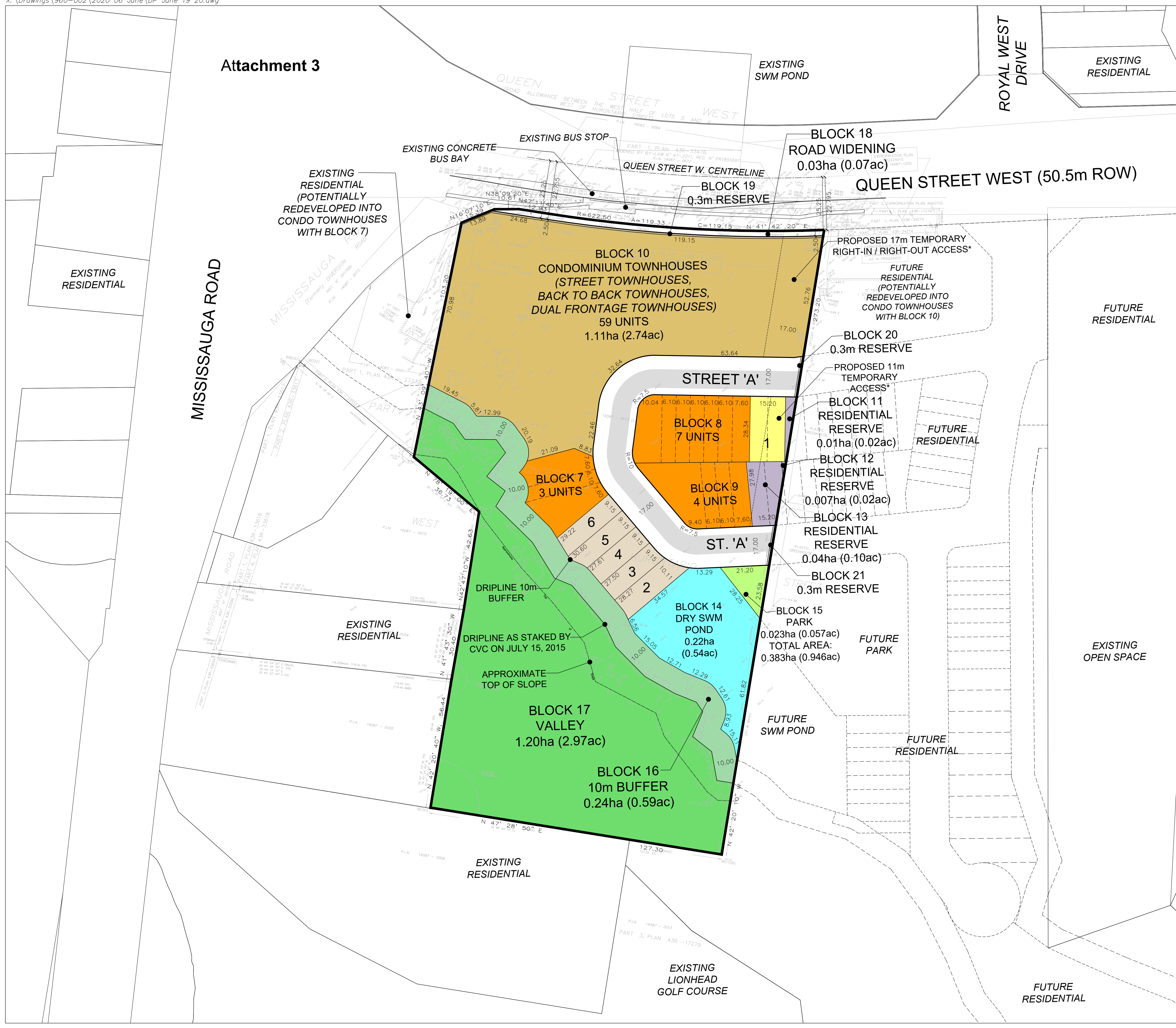
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DATE:  
FEBRUARY, 2020

DRAWN BY:

BY-LAW \_\_\_\_\_ SCHEDULE A

Attachment 3



**DRAFT PLAN OF SUBDIVISION**  
**FILE # 21T-16010B & C04W05.012**  
**1951 QUEEN STREET HOLDINGS INC.**

1951 QUEEN STREET WEST,  
 BLOCK 45-4  
 PART OF LOT 5, CONCESSION 4, W.H.S.  
 CITY OF BRAMPTON  
 REGIONAL MUNICIPALITY OF PEEL

**OWNERS CERTIFICATE**

I HEREBY AUTHORIZE GLEN SCHNARR & ASSOCIATES INC. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE CITY OF BRAMPTON FOR APPROVAL.

SIGNED *[Signature]* DATE APRIL 1, 2016  
 CARMINE CESTA  
 1951 QUEEN STREET HOLDINGS INC.

**SURVEYORS CERTIFICATE**

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE CORRECTLY AND ACCURATELY SHOWN.

SIGNED *[Signature]* DATE APRIL 4, 2016  
 DAVID HAWLEY O.L.S.  
 LAND SURVEY GROUP  
 777 THE QUEENSWAY, UNIT 1  
 TORONTO ON, M8Z 1N4  
 PHONE: (416) 252-2511  
 EMAIL: dave@landsurveygroup.com

**ADDITIONAL INFORMATION**

(UNDER SECTION 51(17) OF THE PLANNING ACT) INFORMATION REQUIRED BY CLAUSES A,B,C,D,E,F,G, & J ARE SHOWN ON THE DRAFT AND KEY PLANS.

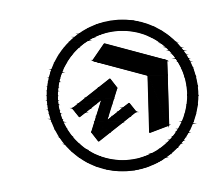
- H) MUNICIPAL AND PIPED WATER TO BE PROVIDED
- I) SANDY LOAM AND CLAY LOAM
- K) SANITARY AND STORM SEWERS TO BE PROVIDED

**LAND USE SCHEDULE**

LAND USE	LOTS / BLOCKS	AREA (ha)	AREA (ac)	UNITS
DETACHED - 9.15m (30')	2-6	0.14	0.35	5
SEMI-DETACHED - 15.20 (50')	1	0.04	0.10	2
STREET TOWNHOUSES - 6.1m (20')	7-9	0.34	0.84	14
CONDOMINIUM TOWNHOUSES	10	1.11	2.74	59
RESIDENTIAL RESERVE	11-13	0.05	0.12	
DRY SWM POND	14	0.22	0.54	
PARK	15	0.023	0.06	
10m BUFFER	16	0.24	0.59	
VALLEY	17	1.20	2.97	
ROAD WIDENING	18	0.03	0.07	
0.3m RESERVE	19-21	0.00	0.00	
17.0m ROW (195.9m)		0.34	0.84	
<b>TOTAL</b>	<b>21</b>	<b>3.73</b>	<b>9.22</b>	<b>80</b>

**NOTES**

- PAVEMENT ILLUSTRATION IS DIAGRAMMATIC
- \* DETAILED DESIGN OF TEMPORARY ACCESS\* TO BE SHOWN ON R-PLAN



SCALE: 1:750  
 (24 x 36)  
 JUNE 19, 2020



**SCHEDULE A  
CONDITIONS OF DRAFT APPROVAL**

**DRAFT APPROVAL DATE:** xxxxxx XX, 2020

**SUBJECT:** **Draft Plan of Subdivision  
GLEN SCHNARR & ASSOCIATES INC  
1951 QUEEN STREET HOLDINGS INC (CESTA)  
City of Brampton  
City File: C04W05.012 & 21T-16010B  
Planner: Toula Theocharidis**

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In accordance with By-law 216-2017 the Commissioner of Planning and Development Services of the City of Brampton has made a decision to authorize the draft approval of the above noted draft plan of subdivision subject to the following conditions.

**PRE-APPROVAL CONDITIONS**

Prior to the issuance of the Tribunal's Order for draft approval, the following conditions shall be satisfied:

- a) Prior to draft plan approval and any site grading or servicing taking place as part of the first engineering submission, the Owner shall submit a Stormwater Management Report for the ultimate common pond on the Cesta and the Mocon lands (1957 Queen Street West) (the "Mocons" and/or "Mocon Lands"), which describes the existing and proposed stormwater drainage systems for the proposed development to the satisfaction of the City's Development Engineering Services.
- b) Prior to submission of the first engineering submission, the Owner shall submit a Functional Servicing Report for the ultimate common pond on the Cesta and Mocon lands, to address items including but not limited to the following to the satisfaction of the Commissioner of Public Works and Engineering.
  - i. Confirmation of the existing drainage pattern and outlet location of the site, to the satisfaction of the Credit Valley Conservation Authority (CVC) and the City's Development Engineering Services.
  - ii. The proposed servicing, grading and design of the Stormwater Management pond including its size, location and outlet configuration for the interim and ultimate development conditions, to the satisfaction of the CVC and the City's Development Engineering Services.

- iii. The proposed stormwater management strategy of the site shall not aggravate and/or create adverse effects on adjacent properties without the consent of all affected landowners.

### **Approved Plan and Redlines**

1. The final plan shall conform to the draft plan (C04W05.012 & 21T-16010B) prepared by Glen Schnarr & Associates, dated June 19, 2020, subject to any revisions required in accordance with the conditions of Draft Plan of Subdivision approval.

### **Subdivision Agreement**

2. The Owner covenants and agrees to enter into a Subdivision Agreement and any other agreements deemed necessary by the City of Brampton, Region or any other approval authority.

These agreements shall deal with any matter and include any term or condition which an approval authority may require, where such matters, terms, or conditions, are reasonable in the opinion of the approval authority, having regard to the nature of the development proposed for the subdivision, in accordance with s.51 of the *Planning Act*. These agreements may address matters including but not limited to the following:

- 2.1 Planning matters such as parkland/open space, valley land dedications and development, residential reserves, buffer blocks, tree preservation, trails, site development plan, utilities, architectural control, homebuyers information map, heritage conservation and landscape plan approvals, phasing/staging of development, cost-sharing, warning clauses and notices.
- 2.2 Engineering matters such as municipal services, road widening, construction and reconstruction, transit infrastructure, traffic signals, grading, fencing, well monitoring, septic systems, waste management, pressure testing/chlorination, noise mitigation and warning clauses.
- 2.3 Financial issues such as cash contributions, levies (development charges), land dedications or reserves, securities or letters of credit;
- 2.4 Details regarding all matters and requirements referenced in these conditions of draft approval may be provided by way of Comments and Conditions Memos from approval authorities, or from agencies and departments of the City and/or Region, in response to the circulation of the draft plan of subdivision. The conditions expressly identified in the Comments and Conditions Memos as referenced in this draft approval and/or any such additional or amended Comments and Conditions Memos as may be provided to the Owner in accordance with this draft approval shall be deemed to be conditions for the purposes of this draft approval. General requirements of the City's Subdivision Manual, Development Design Guidelines, Region's Design Criteria and Material Specification Manual, and Landscape Guidelines, as applicable and as amended or replaced from time to time, shall be implemented through the terms and conditions of the Subdivision Agreement.

3. The Owner shall acknowledge and agree in the Subdivision Agreement that the underground and aboveground municipal services are to be constructed in accordance with the latest O.P.S. and/or City standards and requirements, as applicable. Development of the lands shall be staged to the satisfaction of the City. The owner shall to provide the City with comprehensive insurance coverage, a financial guarantee for the installation of municipal works and maintain the municipal works in accordance with Clauses 27 (Insurance), 24 (Financial) and 17 (Maintenance Periods) respectively, of the applicable standard Subdivision Agreement.

### **Fees**

4. Prior to registration, all processing and administrative fees shall be paid. Such fees will be charged at prevailing rates of approved City and Regional Policies and By-laws on the day of payment.

### **Zoning**

5. The Zoning By-law implementing the subject plan shall be approved under Section 34 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, and be in full force and effect prior to registration of the plan.

### **Easement and Land Dedication within the Plan**

6. The Owner acknowledges and agrees in the Subdivision Agreement to shall gratuitously convey and/or dedicate any required road or highway widening, 0.3 m reserves (**Block 18, 19 and 20**), walkways, sight triangles, radius roundings, buffer blocks other land required for municipal purposes and utility or drainage easements to the satisfaction of the City, Region, or other authority.
7. The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey land to the City/Region and/or convey easements to the affected property Owners as may be required, in general conformity with the Queen Street West Tertiary Plan approved by the of Brampton Council.
8. The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey all Stormwater Management Blocks (**Block 14**), NHS Blocks (NHS) (**Block 17**) and Environmental Buffer Blocks (**Block 16**) and Park Block (**Block 15**) to the City, to the satisfaction of to the Director of Environment & Development Engineering.

### **External Easements and Land Dedications**

9. The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey all necessary external easements and lands for access, drainage, servicing, utility purposes and for any other municipal purposes, as may be required, to the appropriate municipality, agency or public authority. The Owner is advised that no servicing works shall be permitted until the detailed engineering drawings are approved and external easements and lands granted. All lands which are to be conveyed to the City shall be free and clear of any encumbrances, unless otherwise approved by the City.

10. The Owner acknowledges and agrees in the Subdivision Agreement to convey lands gratuitously to the City for municipal purposes, and where the lands have been so conveyed to the City, and where prior to assumption of the plan the City determines in its sole and absolute discretion that said lands (or any interest therein) are surplus to its requirements and are no longer required, then the City may re-convey said lands (or any interest therein) to the Owner, gratuitously, provided that the Owner shall be required to pay for any fees, taxes, and/or disbursements related to the re-conveyance, including but not limited to registration fees and the cost of preparing and filing a reference plan.
11. The Owner acknowledges and agrees in the Subdivision Agreement to satisfy the City 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 the Subdivision Agreement or other agreement for municipal works.

### **Studies**

12. Prior to registration, the Owner shall provide any and all outstanding reports, plans or studies required by the City, agency or public authority, and shall update any and all plans, studies, and reports required to be updated in the discretion of the City, to the satisfaction of the applicable commissioner, and shall implement all recommendations of such updated plans, studies and reports, including but not limited to gratuitously conveying additional lands and easements to the City, all to the satisfaction of the applicable Commissioner, in consultation with any applicable agency and/or public authority.

### **Archaeological**

13. The Owner acknowledges and agrees in the Subdivision Agreement that should any archaeological resources be discovered they may constitute a new archaeological site, and therefore be subject to Section 48 (1) of the Ontario Heritage Act. Upon the discovery of the archaeological resource(s) any alteration of the Lands must immediately be ceased, a licensed archaeologist shall be engaged to carry out the archaeological field work in compliance with Section 48 (1) of the Ontario Heritage Act, and the City's Policy Division (Heritage Section) of the City's Planning & Development Services Department shall be notified.
14. The Owner acknowledges and agrees in the Subdivision Agreement that the Funeral, Burial and Cremation Services Act, 2002 requires any persons discovering human remains to notify the police or coroner and the Registrar of Cemeteries at the Ministry of Government and Consumer Services. No further work will be permitted on the Lands until such permission, in the form of a written notice from the City is provided to the Owner. The Owner agrees that it releases and forever discharges the City, its elected officials, employees, agents and contractors, and any others for whom it is responsible at law, from any and all claims, demands, actions, cause of actions and other proceedings and any liability for damages, costs and expenses for or relating to any loss which the Owner may suffer arising out of, incidental to, or in connection with:
  - a) an archaeological assessment(s) and/or field work that is inaccurate, incomplete, misleading or fraudulent; or

- b) the issuance of any written notice from the City's Policy Division (Heritage Section) of the City's Planning & Development Services Department permitting the Owner to continue to work on the Lands; or
  - c) the period of time during which the Owner is not allowed to work on the Lands.
15. The Owner acknowledges and agrees in the Subdivision Agreement to indemnify and forever save harmless the City, its elected officials, employees, agents and contractors, and any others for whom it is responsible at law from and against any claim, suit, demand, causes of action, and proceedings by whomsoever made or brought, in respect of any costs, expenses, loss, damage or injury including death as well as legal fees arising out of, incidental to or in connection with items (a), (b), or (c) listed above.

### **Staging**

16. Development of the plan shall be staged to the satisfaction of the City and the Region in accordance with the approved Growth Management Staging and Sequencing Strategy. In this regard provision shall be made in the Subdivision Agreement to allow for the registration of this plan in phases, only in accordance with the approved Growth Management Staging and Sequencing Strategy.

Where a Growth Management Staging and Sequencing Strategy has not been required by the City, staging shall be based on the timing of essential services that serve the plan including, but not limited to: servicing capacity, road improvements, school availability, etc. In this regard the Owner shall agree to enter into a phasing agreement, the provisions of which may be incorporated into the Subdivision Agreement to allow the registration of this plan in phases.

### **Drawings**

17. Prior to registration the Owner agrees to submit drawings to the satisfaction of the City in consultation with the applicable agency and/or public authority for approval.

### **Cost Sharing**

18. Prior to registration, the Owner shall enter into a Landowners Cost Sharing Agreement (and/or make other satisfactory arrangements to the Director of Policy Planning), and provide the City's Planning & Development Services Department with a written acknowledgment from the Trustee that the Owner has signed the agreement, or made other satisfactory arrangements, thereby confirming that the Owner has met all obligations for its proportionate share of shared infrastructure within the Tertiary Pan area that directly benefits the development of the Owner's Lands.

### **Site Grading/Erosion and Sediment Control By-law**

19. The Owner acknowledges and agrees in the Subdivision Agreement to be responsible for the proper drainage of all lands abutting the plan. An overall lot/block grading plan must be prepared by the Owner's Engineering Consultant to form part of the Subdivision Agreement in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan.

20. The Owner acknowledges and agrees in the Subdivision Agreement that Draft Plans which are within 30 metres of the watercourse and/or which are comprised of an area in excess of 1 hectare shall be subject to the provisions of the Fill By-law No.143-95, as amended. The owner will be required to apply for and obtain a Fill Permit prior to undertaking any land stripping or regrading activities within these lands. An irrevocable letter of credit is required to cover 100% of the estimated cost of site control measures plus 10% allowance for contingencies, as per Schedule 'A' to the By-law.

### **Storm Drainage**

21. The Owner acknowledges and agrees in the Subdivision Agreement that Storm Drainage Storm sewer works including connections to each lot and building block shall be designed in such a manner and be of adequate size and depth to provide for the drainage of the weeping tiles, for the development of all lands lying upstream within the watershed and/or provide for the drainage of such areas as may be designated in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan to the satisfaction of the Commissioner of Public Works & Engineering.
22. Prior to registration, as a part of detailed processing of servicing submissions, the Owner's consultant shall submit a drawing outlining the proposed overland flow route on these lands. The internal route is to coincide with roadways as much as possible. Should this route direct drainage along a lot's side lot line, the size of the concerned lot(s) is to be increased in width to account for this route in addition to the usual lot sizes. All overland flow routes to be located on private lands shall be covered by a municipal easement to the satisfaction of the City and the appropriate Conservation Authority. All storm drainage shall be conducted to an outlet considered adequate in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan in the opinion of the Commissioner of Public Works & Engineering.

### **Sanitary and Water Service**

23. Prior to registration or servicing, the Region shall confirm to the City that all portions of this Draft Plan will be provided with adequate water and sanitary servicing in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan.

### **Construction /Staging/Traffic Route**

24. The Owner acknowledges and agrees in the Subdivision Agreement to submit plans for construction staging areas, staging and construction vehicle parking to the City's satisfaction. The construction access shall be provided only in a location approved by the City and Region.
25. The Owner acknowledges and agrees in the Subdivision Agreement to be responsible for maintaining City roadways within and in the vicinity of this development in a state satisfactory to the Commissioner of Public Works & Engineering until all construction and building activity is complete. Securities shall be included in the Security & Payment Statement section of the Subdivision Agreement.



26. Prior to registration, the Owner shall submit a construction access and the route for same will be finalized during processing of detailed engineering submissions to the satisfaction of the Commissioner of Public Works & Engineering.
27. The Owner acknowledges and agrees in the Subdivision Agreement that the construction access shall remain open at the discretion of the Commissioner of Public Works & Engineering.

### **Road Design**

28. The Owner acknowledges and agrees in the Subdivision Agreement that all internal roads shall be constructed by the Owner and shall have asphalt pavement complete with concrete curbs and gutters designed and constructed in accordance with the latest Ontario Provincial Standards and/or City standards and requirements, as applicable. The horizontal and vertical alignments of all roads, including their relative intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern may be required to accommodate intersection alignments and locations specified for bus bays and loading platforms. All connecting roads shall be located such that they align precisely with their continuation beyond the limits of this Draft Plan in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan.
29. The Owner acknowledges and agrees in the Subdivision Agreement to sodding of the boulevards and private Lands/Maintenance of Undeveloped Lands.
30. The Owner acknowledges and agrees in the Subdivision Agreement that all portions of road allowance not covered by roads, sidewalks, splash pads, etc. shall be placed with 150 mm of topsoil and sodded with number 1 nursery sod.
31. Prior to registration, the Owner shall submit to the City securities to ensure that each of the lots will be sodded and topsoiled to City standards with driveways being provided. A security is to be established at time of detailed processing and is to be maintained with the City until substantial completion of the lots, and the securities reduced at the discretion of the Commissioner of Public Works & Engineering. Lots and blocks with which there are no immediate development proposals shall be graded, seeded and maintained to the satisfaction of the Commissioner of Public Works & Engineering, and securities shall be included in the Security & Payment Statement of the Agreement to guarantee this.

### **Community Postal Boxes**

32. Prior to registration, the Owner shall submit servicing drawings identifying the Community Postal Delivery Box locations as approved by Canada Post and are to be installed to City and Canada Post requirements by the Owner when required by Canada Post or when constructing aboveground works, whichever is appropriate.

### **Preservicing**

33. The Owner acknowledges and agrees in the Subdivision Agreement that preservicing will not be permitted until satisfactory arrangements have been made to the satisfaction of the Commissioner of Public Works & Engineering for the necessary outlets for the municipal services and adequate access roads to service

the lands. Preservicing will not be permitted until the zoning for the development of the lands is in effect or has been approved by the Local Planning Appeal Tribunal. Any external land dedications or easements required to service the property must be obtained by the owner and conveyed gratuitously to the City or the Region prior to the commencement of preservicing of the lands in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan.

### **Street Lighting**

34. Prior to registration, the Owner shall submit a street lighting plan in accordance with the City's latest standards and requirements. In addition to streetlighting within the plan, the facilities at the intersections of the proposed road(s) with the boundary roads are to be examined and if necessary, upgraded.

### **Noise Attenuation**

35. Prior to registration and first engineering submission and prior to the Owner entering into any Purchase and Sale Agreements, the Owner shall submit a final Noise Feasibility Study, prepared by HGC Engineering (dated May 2016, revised November 2019, as amended) to the satisfaction of the City and Region. The study shall address methods of dealing with acoustical aspects evolving from all noise sources. The report should also detail the type of noise attenuation to be implemented for all noise sources. A copy of this report shall be submitted to the City's Chief Building Official.
36. The Owner acknowledges and agrees in the Subdivision Agreement that the noise control measures and noise warnings recommended by the Noise Feasibility Study shall be implemented to the satisfaction of the City and Region, as required.
37. The Owner acknowledges and agrees in the Subdivision Agreement the following clause in the Noise Schedule of the Subdivision Agreement: "Prior to the issuance of any Building Permits, the Owner agrees to submit to the City's Chief Building Official with a certificate certifying that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved noise report and the approved plans".
38. Prior to registration, the Owner shall submit a Noise Attenuation Statement to the satisfaction of the City, a copy of which shall be submitted to the City's Chief Building Official.
39. Prior to the issuance of any building permits, the Owner shall submit to the City's Chief Building Official with a certificate indicating that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved Noise Feasibility Study and the approved plans.

### **Architectural Control**

40. Prior to registration, the Owner shall submit final Community Design Guidelines, in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan, prepared by a John. G. Williams Limited (dated May 2016, as revised on September 3, 2019), to the satisfaction of the City and shall implement the Architectural Control Guidelines for Ground Related residential Development, the Development Design Guidelines (Chapter 7) and Architectural Control Protocol

Summary (Appendix 2 – Architectural Control report), as per the City’s By-law 177-2008. The Owner agrees to the following:

- a) Select an approved Control Architect from the short list of firms established by the City;
- b) The Control Architect shall organize information meeting with the builders, Designers, key stakeholders and City staff to identify the City’s expectations, key issues and, the process and milestones of Architectural Control Compliance. Written confirmation of the participant’s attendance and their understanding of the entire process will be provided to the City.
- c) The Control Architect shall submit a Clearance Letter to the City, certifying their preliminary review and approval of models;
- d) To pay all associated fees to the City, as per By-law 110-2010;
- e) After registration, the Control Architect shall submit to the City during construction, Quarterly Site Monitoring reports; and
- f) Upon completion of the Subdivision, the Control Architect shall submit to the City a final Completion Letter.

41. The Owner acknowledges and agrees in the Subdivision Agreement to implement the final Community Design Guidelines, including, but not limited to the provision of appropriate building architecture, landscape treatments and other arrangements to accommodate the consolidation of street accessories such as newspaper boxes, mail boxes, utility boxes, etc., to the satisfaction of the Commissioner of Planning & Development Services. In this regard, minor revisions to the plan may be necessary to provide sufficient space for such features.

### **Street Naming**

42. Prior to registration, the Owner agrees that the name for streets shall be approved by the City’s Street Naming Committee and included on the final draft plan.

### **Stormwater Management**

43. Prior to registration and any site grading or servicing taking place as part of the first engineering submission, the Owner shall submit a Stormwater Management Report, in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan, which describes the existing and proposed stormwater drainage systems for the proposed development, which may accommodate stormwater drainage from the lands located to the west including 1879 Queen Street West and 1857 Queen Street West to the satisfaction of the City’s Development Engineering Services.

44. Prior to registration and the first engineering submission, the Owner shall submit a Functional Servicing Report, for the Tertiary Plan, prepared by Crozier and Associates and a final Functional Servicing Report prepared by Skira & Associates to address items including but not limited to the accommodation of stormwater drainage from the lands located to the west including including 1879 Queen Street West and 1857 Queen Street West, as well as the following to the satisfaction of the Commissioner of Public Works and Engineering.

- i) Confirmation of the existing drainage pattern and outlet location of the site, to the satisfaction of the Credit Valley Conservation Authority (CVC) and the City's Development Engineering Services.
- ii) The proposed servicing, grading and design of the Stormwater Management pond including its size, location and outlet configuration for the interim and ultimate development conditions, to the satisfaction of the CVC and the City's Development Engineering Services.
- iii) The proposed stormwater management strategy of the site shall not aggravate and/or create adverse effects on adjacent properties without the consent of all affected landowners. If required, the Stormwater Management Strategy shall accommodate access for affected property owners to the Stormwater Management Pond and its outlets in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan. The necessary easements for Stormwater Works shall be provided gratuitously to affected property owners in accordance with Section 7 above.

### **Registration Timing**

- 45. Prior to registration, the Owner shall demonstrate to the satisfaction of the Director of Environment & Development Engineering Division, and the Development Services Division how the plan will have temporary access to the greater public road network and municipal services.

### **Road Reconstruction/Cash Contributions**

- 46. The Owner acknowledges and agrees in the Subdivision Agreement to provide cash-in-lieu for any infrastructure internal to the plan that cannot be feasibly constructed, to the subdivision limits, due to grading and/or other servicing constraints. The value of the cash-in-lieu shall be established by the City's Commissioner of Public Works & Engineering or designate prior to the registration of the subdivision.

### **Sidewalks**

- 47. Prior to registration, in conjunction with the first submission the Owner shall submit a sidewalk and parking plan to the satisfaction of the City's Commissioner of Public Works & Engineering.

### **Access & Site Servicing**

- 48. The Owner acknowledges and agrees in the Subdivision Agreement that the registration of this plan is dependent on the prior registration of the adjacent plan(s) to the East for access and/or servicing. In the event that the adjacent plan(s) to the East is unable to register prior to the registration of this plan, the Owner agrees to:
  - a) Provide a 17.0m public access and servicing easement, in favour of the City and the Region, for a temporary road constructed to the local road City standard drawing #200 from Street "A" to Queen Street West.
  - b) Provide a temporary 11.0m public access and servicing easement in favour of the City and the Region over **Lots 1** and **Blocks 11, 12 and 13**

between Street "A". **Lots 1** shall not be offered for sale as such time as the easement has been released.

- c) Not offer for sale to the public any Lots or Blocks in this plan until the owner has obtained an easement, in favour of the City, from the affected land owners to the east, for a storm water management facility, outlet, and overland flow route supporting the servicing of this plan.
49. The Owner acknowledges and agrees in the Subdivision Agreement that this plan shall not be assumed until the adjacent plan(s) to the East is registered and the roads and services in that plan(s) have been constructed and have been granted preliminary acceptance by the City and the Region of Peel. The Owner further agrees that all temporary infrastructure shall be removed and disturbed areas reinstated to the satisfaction of the City and the Region of Peel and shall be secured accordingly at the Owners sole cost.
50. Omitted
51. The Owner its successors and/or assignees shall provide an easement over **Block 10** for access and servicing in favour of the lands to the west should they ever be developed.
52. Prior to registration, in conjunction with the first submission of detailed engineering drawings, the Owner shall submit a final Transportation Impact Study and a Parking Justification Study, prepared by NextTrans Engineering (dated May 2016, revised August 2019, as amended) to the satisfaction of the City's Environment and Development Engineering Division. Designs are to adhere to the City standards and requirements and must include immediate adjacent right-of-way (Queen Street West), including lane configurations, sidewalks, curb radii, driveway locations, pavement markings, visitor parking and signage, in addition to interim and ultimate lane configurations subject to City standards or alternate satisfactory arrangements as determined by the City's Environment and Development Engineering Division.
53. The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey 0.3m reserves (**Block 18 and Block 19**) at the easterly terminus points of Street 'A' as a temporary measure until the lands to the immediate east are developed and Street 'A' can be extended.
54. The Owner acknowledges and agrees in the Subdivision Agreement to provide temporary right in / right out access at the easterly limit of the subject lands to Queen Street West. A temporary right in/ right out municipal access to Queen Street shall be provided until a permanent access can be obtained through the lands to the east, opposing the Royal West Drive intersection. The design of the temporary access shall be a minimum of 11.0 metres and designed to the City's satisfaction and shall adhere to the City's right-of-way standards.
55. The Owner acknowledges and agrees in the Subdivision Agreement to provide temporary road elbows and all associated easements at the Owner's expense. The Owner also acknowledges and covenants in the Subdivision Agreement to remove the temporary road elbows and restore the streets to their normal condition at the Owner's expense when required by the City and to the satisfaction of the City.

56. The Owner acknowledges and agrees in the Subdivision Agreement to retain Ownership of all Residential Reserve Blocks (**Block 11, Block 12 & Block 13**) proposed to be developed in the future in conjunction with the adjacent lands to the east.
57. The Owner acknowledges and agrees in the Subdivision Agreement to provide for public vehicular/pedestrian access from Queen Street West to the lands municipally known as 1957 Queen Street West by conveying an access easement over the Cesta lands in favor of the City for public vehicular/pedestrian access from Queen Street West to the lands municipally known as 1957 Queen Street West.
58. Prior to registration, the Owner agrees to submit drawings satisfactory to the City's Environment and Development Engineering Division, to confirm that all driveways shall not encroach within intersection daylighting (rounded or triangles), and/or all driveway locations shall adhere to Section 10.12 of the residential zoning bylaw, which states "The minimum distance measured along a lot line between a driveway and the actual or projected point of intersection of two streets shall be 6.0 metres." Where intersection daylighting exceeds 6.0 metres, driveway locations will not be permitted to encroach within intersection daylighting.
59. Prior to registration, Owner agrees to submit detailed drawings, satisfactory to the City's Environment and Development Engineering Division to address the following City Standards:
  - i. That grade changes in excess of 2% must be designed by means of a vertical curve for the design speed specified and depicted on the first engineering drawings to the satisfaction of the Commissioner of Public Works & Engineering.
  - ii. That horizontal and vertical alignments of all roads, including their intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern and intersection alignments may be required.
  - iii. That road elbows adhere to City standard drawing #215.
  - iv. That right-of-way widths adhere to City standard drawings (Minimum 17.0 metre, 20.0 metre, 23.0 metres);
  - v. That driveways width requirements are met (3.5m (single), 6.0m (double), 7.3m (shared)).
  - vi. That the minimum separation for driveways are met (from adjacent property lines unless coupled is 0.6 metres).
  - vii. That a utility clearance of 1.5 metres be met from all residential driveways.

### **Streetscaping**

60. The Owner acknowledges and agrees in the Subdivision Agreement to make satisfactory arrangements with the City, to provide street trees along all internal streets within the plan and immediately abutting boulevards of adjacent streets.

The Owner shall comply with the recommendations of the approved Community Design Guidelines to the satisfaction of the City.

61. The Owner acknowledges and agrees in the Subdivision Agreement to implement, at the Owner's expense, all works shown on the approved streetscape plans in accordance with the Subdivision Agreement and the approved Community Design Guidelines and shall include the implementation of all applicable boulevard and buffer planting, and entry features including all structures and planting to the satisfaction of the City
62. The Owner acknowledges and agrees in the Subdivision Agreement that prior to issuance of final acceptance of all landscape works the Owner shall submit as-built drawings in the form of digital files for all dedicated open space, landscape buffer blocks, etc. The submission of these drawings will meet the latest digital standards as prescribed by the City.
63. The Owner acknowledges and agrees in the Subdivision Agreement that prior to assumption, any material identified in the Tree Evaluation Report as hazardous, or identified for removal for accessibility or safety reasons, and any deleterious materials and debris not normally found in NHS lands, as determined by the City, shall be removed at the Owner's expense.
64. Prior to registration, detailed landscaping plans are to be provided to the satisfaction of the Director of Environmental and Development Engineering to demonstrate that any dwelling units that have a front to rear yard access through non-habitable rooms, with more than two steps, are designed with a front yard that will require minimal maintenance and grass cutting.

### **Fencing**

65. Prior registration, the Owner shall submit detailed engineering and landscape plans for the development of fencing on all lots and blocks to the satisfaction of the Director of Environment & Development Engineering. The Owner shall not be eligible for development charges credit against work performed, in accordance with City Standards and the current Development Charges By-Law.

### **Landscape Works**

66. Prior registration, the Owner shall pay a maintenance fee for any landscape items deemed necessary by the Owner, but which exceeds the City standard. This may include, but not be limited to special entry features structures, irrigation systems, acoustical walls and architectural landscape elements located on public property.
67. The Owner acknowledges and agrees in the Subdivision Agreement that prior to issuance of final acceptance of all landscape works, and the Owner shall submit as-built drawings in the form of digital files for all dedicated park, open space, stormwater management, entry feature, landscape buffer blocks, etc. The submission of these drawings will meet the latest digital standards as prescribed by the City.

### **Building Permits**

68. The Owner acknowledges and agrees in the Subdivision Agreement to comply with Condition 83.

### **Utilities**

69. The Owner acknowledges and agrees in the Subdivision Agreement that prior to preservicing and/or execution of the Subdivision Agreement, the Owner shall name his/her telecommunication provider. As part of the first engineering submission, the City will also request telecommunications providers that have entered into a Letter of Understanding or a Municipal Access Agreement with the City whether they intend to install their plant within the streets of the proposed subdivision.
70. The Owner acknowledges and agrees in the Subdivision Agreement to permit the telecommunication providers named by the City to locate their plants within the streets of the proposed development. The Owner, under separate arrangements or agreement with the various utility companies, is to determine the precise extent of their requirements.
71. The Owner acknowledges and agrees in the Subdivision Agreement that to submit in writing evidence to the Commissioner of Public Works & Engineering that satisfactory arrangements have been made with the Telecommunications provider, Cable TV, Gas and Hydro for the installation of their plant in a common trench, within the prescribed location on the road allowance.

### **Signage**

72. Prior to registration and in conjunction with the first engineering submission, the Owner shall erect and maintain signs in accordance with the provisions of the Subdivision Agreement by and at the expense of the Owner and in the following locations and in the following manner:
- a) On Buffer Block (**Block 16**) and NHS Block (**Block 17**) indicating it will be developed as part of a NHS containing important environmental features and systems. This Block is to be left in a naturalized state in order to preserve, protect, and enhance the NHS. This Block may receive minimal maintenance such as the periodic removal of paper and debris, vegetation removal and grass cutting. For more information, please contact the Manager of Environmental Planning, City of Brampton, Environment and Development Engineering Division at (905) 874-2050.

### **Open Space**

73. Prior to registration, the Owner shall submit a final Sustainability Score and Summary in conjunction with the Community Design Guidelines to the satisfaction of the Director of Environment & Development Engineering. The Sustainability Score and Summary shall comply with the latest requirements set out by the City for the development of such documents.
74. Prior to registration, the Owner shall submit a final Tree Evaluation Report, prepared by Strybos Barron King dated, August 19, 2019, in accordance with the City's Tableland Tree Assessment Guidelines, to the satisfaction of the Director of Environment & Development Engineering. The Owner shall ensure that no trees are removed or damaged prior to any approval or during any phase of the servicing and construction of the site, if applicable, without the prior approval of the



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City's Planning and Development Services and Public Works & Engineering  
Departments.

75. Prior to registration and in conjunction with the first engineering submission, the Owner agrees to erect and maintain in good condition, hoarding along the buffer of the NHS Block (**Block 17**), and/or along the drip line of any vegetation identified for preservation in the approved Tree Evaluation Report, to the satisfaction of the Director of Environment & Development Engineering.
76. Prior to registration and in conjunction with the first engineering submission, the Owner agrees to install and maintain notification signage, to City standards, advising future residents of the future uses of all identified park, open space and stormwater management blocks. The signs will be installed on the subject blocks, along all public road frontages, and will state the name of the City of Brampton, provide a schematic of the facilities (if any) to be included on the subject block, the telephone number where additional information can be obtained and the date the sign is installed.
77. The Owner acknowledges and agrees in the Subdivision Agreement to provide fencing, at the Owner's expense, in accordance with the City's Fencing Policy and the approved Community Design Guidelines, for incorporation into the landscape drawings' submission, to the satisfaction of the Director of Environment & Development Engineering.
78. The Owner acknowledges and agrees in the Subdivision Agreement to provide a cash contribution in accordance with Council Resolution 181-2014 towards the long-term management of all NHS lands conveyed to the City. The payment shall be calculated at a rate of \$5,000 / hectare of NHS lands conveyed (per the final Draft Plan) and shall be documented in Schedule 'G' of the Subdivision Agreement.
79. Prior to registration, the Owner shall provide detailed working drawings for all identified park blocks, NHS blocks, landscape buffer blocks, streetscape plantings, walkways and fencing to the satisfaction of the applicable approving departments and in accordance with the latest City standards. Fencing shall be included along any holdout properties where they abut the Draft Plan, subject to the approval of the existing property Owners. The Owner shall comply with both the Concept Plan Facility Fit Plan approved and/or the recommendations of the approved Community Design Guidelines.
80. The Owner agrees that proposed Park Block 15, which is shared between the subject plan and the adjacent plan to the East (i.e. Mocon), shall be designed and constructed in its entirety within 2 years from the registration of any phases of the plan to the East (i.e. Mocon). In the interim, the Owner agrees that proposed Park Block 15 be graded and sodded to the satisfaction of the Director, Environment & Development Engineering.
81. Prior to registration, and in conjunction with the final landscape submission, the Owner shall provide street trees along all internal streets within the subject plan and along immediately abutting streets, including the implementation of boulevard and buffer plantings, and entry features (where applicable). The Owner shall comply with the recommendations of the approved Community Design Guidelines (as amended and as applicable).

82. Prior to registration, and in conjunction with the final landscape submission, the Owner shall provide a detailed summary of all areas of parkland, open space, stormwater management ponds, valleylands 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 to become the City's responsibility to maintain.
83. Prior to registration, the Owner shall submit restoration-planting drawings that detail compensation plantings for tableland trees to be removed to accommodate the development. Compensation plantings shall be in accordance with the City's compensation planting standards and provided by the Owner at no cost to the City.

### **Parkland Dedication**

84. The Owner acknowledges and agrees in the Subdivision Agreement that Parkland Dedication requirements for the plan shall be in accordance with the Planning Act, R.S.O. 1990, c.P.13 as amended (the Planning Act) and the City's Parkland Dedication By-law, as amended. The current Plan yields a projected Parkland Dedication requirement of 0.2733 ha (0.6753 ac.), based on Section 51.1 of the Planning Act. The Owner is proposing to convey Block 15 totaling 0.023 ha (0.057 ac.) to the City, as partial fulfillment of the Parkland Dedication requirements. This results in a projected Parkland under-dedication of 0.1502 ha (0.3711 ac.). Prior to registration, the Owner shall be required to compensate the City in accordance with the Parkland Dedication By-law (as amended) and the City's current policies, for the projected under-dedication balance, in the form of a Cash In Lieu of Parkland Payment. *Note: Final calculations will be undertaken as part of the Subdivision Agreement review process and represented in Schedule 'D' of the Agreement.*

### **Building**

85. Prior to registration, the Owner agrees to remove any existing buildings on the subject lands that will not conform to the requirements of the Zoning By-law after registration of the plan
86. Prior to registration and the initiation of any site grading or servicing, the Owner shall submit to the City's Environment and Development Engineering Division, a final detailed soils investigation prepared by a qualified geotechnical engineer. A copy of the soils report shall be submitted to the City's Chief Building Official.
87. Prior to registration and the initiation of any site works, the Owner shall submit for approval to the City's Chief Building Official:
  - i. A Phase 1 Environmental Site Assessment, in compliance with the most current regulations;
  - ii. A Phase 2 Environmental Site Assessment if required as a result of the Phase 1 Environmental Site Assessment, in compliance with the most current regulations; and,

- iii. A decommissioning report if contaminated material has been identified and is removed, or alternatively, a copy of the Certificate of Property Use approved by the Ministry of Environment and Climate Change.
- 88. Prior to registration, Owner shall submit confirmation to the City's Chief Building Official of the filing of the Record of Site Condition and the Environmental Site Registry in compliance with most current regulations. A copy of the Environmental Site Assessments shall be provided to the Director of Environment & Development Engineering Services.
- 89. Prior to registration, Owner shall submit confirmation to the City's Chief Building Official of the filing of the Record of Site Condition and the Environmental Site Registry in compliance with most current regulations. A copy of the Environmental Site Assessments shall be provided to the Director of Environment & Development Engineering.
- 90. The Owner acknowledges and agrees in the Subdivision Agreement that where a building still incorporating all exposed basement is proposed, the external treatment of the exposed basement shall be consistent with exterior treatment of the balance of the structure.
- 91. The Owner acknowledges and agrees in the Subdivision Agreement that for those lots designated as fire break lots by the City's Building Division in the direction of this superstructure shall be permitted only upon the approval of the City's Chief Building Official.
- 92. Prior to the issuance of any building permit, the Owner shall provide an engineering report to the satisfaction of the City's Chief Building Official indicating special foundation requirements if any to support structures that may be erected on disturbed ground or lots/blocks where filling has occurred.

### **Municipal Addressing**

- 93. Prior to registration, the Owner shall forward the proposed plan of subdivision to be registered in digital format (Autocad) to the GIS Services in the City's Digital Innovation & Information Technology Department.

### **Credit Valley Conservation (CVC)**

- 94. Prior to registration, the Owner shall submit a final Scoped Environmental Impact Study, prepared by Beacon Environmental, to the satisfaction of the City and CVC. If necessary, the plan shall be redline revised to implement the findings of the amended Environmental Impact Study.
- 95. Prior the first engineering submission, the Owner shall submit a complete Functional Servicing Report, prepared by Skira and Associates to the satisfaction of the City and the CVC. If necessary, the plan shall be redline revised to implement the findings of the amended Functional Servicing Report.
- 96. Prior to registration, the Owner shall submit a final Slope Stability Study, prepared by Terraprobe, to the satisfaction of the CVC.

97. Owner acknowledges and agrees in the Subdivision Agreement that the City's Restricted Area Zoning By-law shall contain provisions, which will place all lands within **Blocks 14, 16 and 17** in the appropriate public open space category.
98. Prior to the first engineering submission and any grading and servicing, the Owner shall submit the following information in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan, to the satisfaction of the CVC and City:
- a) Detailed engineering and grading plans for the overall draft plan;
  - b) Appropriate sediment and erosion control measures to be implemented, as approved by the CVC and City;
  - c) Plans/reports demonstrating the details of any proposed LID measures to be implemented, as per the approved Functional Servicing Report;
  - d) Plans/reports demonstrating the details of a storm outfall, including the fulfilling all requirements for the issuance of a permit, pursuant to Ontario Regulation 160/06;
99. Prior to the registration and site grading and servicing, in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan, the Owner shall submit the following information to the satisfaction of the CVC and City:
- a) That prior to the issuance of building permits, confirmation be received from a qualified professional that the Stormwater Management Facility has been constructed in accordance with the approved plans;
  - b) That buffer restoration and landscape plans are submitted to the satisfaction of the CVC and City, in accordance with the approved Environmental Impact Study;
  - c) That the Servicing Agreement between the Owner and the City contains provisions wherein the Owner acknowledges and agrees to:
    - i. Carry out the works noted and above noted conditions;
    - ii. A warning clause in the Agreement of Purchase and Sale advising future landowners of **Blocks 14, 16 and 17** that the adjacent public land (ie. NHS) will remain as a low maintenance environment; and
    - iii. That a Homeowners Fact sheet that describes the benefits of some landscape naturalization for lights backing onto the NHS, as an educational tool to promote enhancement, be completed and included as part of the purchase of sale agreement prior to closing.

### **Sales Office Home Information Map**

100. The Owner acknowledges and agrees in the Subdivision Agreement to prepare a Preliminary Homebuyers Information Map of the subdivision which along with a copy of the City of Brampton Council approved Queen Street West Tertiary Plan shall be posted in a prominent location in each sales office where homes in the subdivision are being sold. The information on the map shall generally include but not be limited to the following:

- a) The proposed land uses within a subdivision based on the latest draft plan, including the location of the temporary access on Queen Street West;
- b) Where applicable, a statement indicating that place of worship and school sites may be used for residential uses if they are not acquired for their original purpose within the time specified in the Subdivision Agreement;
- c) The immediately surrounding existing and proposed land uses will be in general conformity with the City of Brampton Council approved Queen Street West Tertiary Plan;
- d) Those lots or blocks that have existing and potential noise environmental problems based on the Noise Feasibility Study, including all relevant warning clause is on the map;
- e) The approximate locations of noise attenuation walls and berms;
- f) The approximate locations and types of other fencing within the subdivision;
- g) Where parks and open space, stormwater management facilities and walkways or retaining walls are located;
- h) The types and locations or parks, valley lands and other open space passive or active and a general description of their proposed facilities and anticipated level of maintenance to be confirmed in each case with the City's Environment and Development Engineering Division;
- i) Potential locations of all Canada Post community mailboxes on corner lots except corner lots at the intersection of an arterial road;
- j) The locations of all Brampton Transit routes throughout the subdivision; and,
- k) The proposed standard notes, using capital letters where noted below:

**“NOTICE AND ADVICE TO PURCHASERS:**

- I. THIS MAP IS INTENDED TO PROVIDE HOMEBUYERS WITH GENERAL INFORMATION ABOUT THE SUBDIVISION AND THE SURROUNDING AREA. THE FOLLOWING IS A LIST OF POTENTIAL CONCERNS THAT HOMEBUYERS MAY HAVE AND THE TELEPHONE NUMBERS AT CITY HALL IF YOU NEED MORE INFORMATION. FOR THE BEST SERVICE YOU ARE ENCOURAGED TO CALL DURING NORMAL BUSINESS HOURS WHICH ARE 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY.

**PLEASE NOTE:**

THIS MAP IS BASED ON INFORMATION AVAILABLE ON (MONTH/2020) AND MAY BE REVISED WITHOUT NOTICE TO PURCHASERS. HOWEVER, ANY CHANGE IN PERMITTED LAND-USE INVOLVES THE PLANNING PROCESS, INCLUDING PUBLIC NOTIFICATION IN ACCORDANCE WITH THE PLANNING ACT.

- ii. Dwelling units within **Blocks 7, Block 8 and Block 9** may have front to rear yard access through non-habitable rooms, with more than the City's standard two step maximum. Prospective purchasers may have concerns with potential inconvenience of transporting yard maintenance equipment through the dwelling. This inconvenience may be reduced by the developer designing the front yard landscaping to require minimal maintenance and grass cutting
- iii. There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.
- iv. Some streets in the subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- v. There may be catch basins or utility easements located on some lots/blocks the subdivision. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- vi. Some lots/blocks will be affected by noise from adjacent roads, industries or aircraft and warning clauses will apply as well to purchasers. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- vii. The map shows that some of the lots/blocks affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- viii. The final location of walkways or retaining walls may change without notice.
- ix. Door to door mail delivery will not be provided in the subdivision and community mailboxes will be directly beside some lots/blocks. If you have any questions please call 1-800-267-1177.
- x. Sidewalks on both sides of the street while others will have them on only one side or not at all. If you have any questions please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- xi. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- xii. There may be Brampton Transit bus routes within the subdivision with stops beside some homes. The City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions please call (905)874-2750 or email [transit@brampton.ca](mailto:transit@brampton.ca).

- xiii. Boulevard trees will be planted according to City requirements approximately 12 to 18 m apart and a tree will not necessarily be located in front of every home.
- xiv. The offer of Purchase and Sale Agreement may contain itemized charges for features covered in the City's Subdivision Agreement. These features may include street trees driveway paving, siding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may be also described in general terms, such as "community aesthetics enhancements". Despite paying this charge, the purchaser may be left without a tree on the lots/blocks in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- xv. The City will not reimburse purchasers, nor assist in any recovery of monies paid, under any circumstance.
- xvi. 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 City of Brampton's Public Works & Engineering Department at (905) 874-2050.
- xvii. 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 City of Brampton's Environment and Development Engineering Division at (905) 874-2050.
- xviii. The Stormwater Management Block (**Block 14**), NHS Block (**Block 17**) and Park Block (**Block 15**) 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 City of Brampton's Environment and Development Engineering Division at (905) 874-2050.
- xix. The City of Brampton's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permit a driveway width for your lot.
- XX. FOR FURTHER INFORMATION, ON PROPOSED AN EXISTING LAND USE, PLEASE CALL (905)874-2050 OR EMAIL [PLANNING.DEVELOPMENT@BRAMPTON.CA](mailto:PLANNING.DEVELOPMENT@BRAMPTON.CA).
- XXI. FOR DETAILED BERMING AND GRADING INFORMATION, PLEASE CALL THE SUBDIVIDER'S ENGINEERING CONSULTANT.
- XXII. FOR DETAILED INFORMATION PERTAINING TO STREETScape, PARKS OR OPEN SPACE, PLEASE CALL THE SUBDIVIDER'S LANDSCAPE ARCHITECTURE CONSULTANT."

**Digital Submission of Plans**

- 101.** Prior to registration, the Owner shall submit a digital subdivision of the current draft plan, in accordance with the City's Planning & Development Services digital submission requirements.

### **Prior to the Sale of Units**

- 102.** The Owner acknowledges and agrees in the Subdivision Agreement that prior to the sale of any units within the subdivision, to update any and all plans, studies, and reports required to be updated in the discretion of the City, to the satisfaction of the applicable commissioner, and shall implement all recommendations of such updated plans, studies and reports, including but not limited to gratuitously conveying additional lands and easements to the City, all to the satisfaction of the applicable Commissioner.

### **Final Homebuyers Information Map**

- 103.** The Owner shall prepare a detailed final Homebuyers Information Map, based on the final plan, and approved by the City to replace the Preliminary Homebuyers Information Map in all affected sales offices. The City of Brampton Council approved Queen Street West Tertiary Plan shall continue to be posted in all affected sales offices. The Map shall contain the following information:
- a) All of the information required on the preliminary map;
  - b) The locations of all sidewalks and walkways;
  - c) The locations of all rear yard catch basins and utilities easements on private property where applicable;
  - d) The locations of all above ground utilities;
  - e) The locations of all bus stops if known;
  - f) The final locations of all Canada Post community mailboxes; and
  - g) The location of the temporary access on Queen Street West.
- 104.** The Owner acknowledges and agrees in the Subdivision Agreement to ensure that each builder selling homes within the subdivision:
- a) Provides prospective purchasers with a notice from the City in the prescribed format that includes all of the notes required on the Homebuyers Information Map; and,
  - b) Attached is a copy of the Preliminary Homebuyers Information Map to each offer of Purchase and Sale Agreement.
- 105.** The Owner agrees to include in all offers of purchase and sale warning clauses in bold type for all lots/blocks within the plan, generally including, but not limited to the following:
- a) The Owner shall include the following warnings in bold type in all offers of Purchase and Sale for **Blocks 7, Block 8 and Block 9** within the plan:
    - i) Dwelling units in the aforementioned blocks may have front to rear yard access through non-habitable rooms, with more than the City's standard two step maximum. Prospective purchasers may have concerns with potential inconvenience of transporting yard maintenance equipment through the



- dwelling. This inconvenience may be reduced by the developer designing the front yard landscaping to require minimal maintenance and grass cutting
- b) There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.
  - c) Some streets in the subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - d) There may be catch basins or utility easements located on some lots in the subdivision. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - e) Some lots/blocks will be affected by noise from adjacent roads, industries or aircraft and warning clauses will apply as well to purchasers. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - f) Some lots/blocks will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - g) The final location of walkways or retaining walls may change without notice.
  - h) Door to door mail delivery will not be provided in the subdivision and community mailboxes will be directly beside some lots/blocks. If you have any questions please call 1-800-267-1177.
  - i) Some streets will have sidewalks on both sides while others will have them on only one side or not at all. If you have any questions please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - j) The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - k) There may be Brampton Transit bus routes within the subdivision with stops beside some homes. The City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions please call (905)874-2750 or email [transit@brampton.ca](mailto:transit@brampton.ca).
  - l) Boulevard trees will be planted according to City requirements approximately 12 to 18 m apart and a tree will not necessarily be located in front of every home.
  - m) The offer of Purchase and Sale Agreement may contain itemized charges for features covered in the City's Subdivision Agreement. These features may include street trees driveway paving, siding, fencing, noise barriers, or

gateway features, etc., on the public right of way. They may be also described in general terms, such as “community aesthetics enhancements”. Despite paying this charge, the purchaser may be left without a tree on the lot/block in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).

- n) The City will not reimburse purchasers, nor assist in any recovery of monies paid, under any circumstance.
- o) The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, at the City’s discretion, without notification to purchasers. Builders’ sales brochures may depict these features differently from what is showing on the Community Design Guidelines or the as-built drawings. This City has no control over builder’s sales brochures.
- p) The City of Brampton’s Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permit a driveway width for your lot.
- q) The Owner/developer 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 City of Brampton’s Environment and Development Engineering Division at (905) 874-2050.
- r) The Stormwater Management Block (**Block 14**) and NHS Block (**Block 17**) and Park Block (**Block 15**) 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 City of Brampton’s Environment and Development Engineering Division at (905) 874-2050.

### **Dufferin-Peel Catholic District School Board**

**106.** Prior to registration, the Owner shall undertake the following to the satisfaction of the Dufferin-Peel Catholic District School Board:

- a) The Owner shall agree in the servicing and/or Subdivision Agreement to erect and maintain information signs at all major entrances to the proposed development advising of the following:

“Notice: Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available.”

These signs shall be to the Dufferin-Peel Catholic District School Board’s specifications, at locations determined by the Board and erected prior to registration.

- b) The Owner shall agree in the Servicing and/or Subdivision Agreement to include the following warning clauses in all offers of Purchase and Sale of residential lots:
  - i). “Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.”
  - ii). “That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.”

### **Peel District School Board**

**107.** Prior to registration, the Owner shall undertake the following to the satisfaction of the Peel District School Board:

- a) The Owner shall agree to erect and maintain signs at the entrances to the development which shall advise prospective purchasers that due to present school facilities, some of the children from the development may have to be accommodated in temporary facilities or bused to schools, according to the Board’s Transportation Policy.
- b) The Board requires that the following clauses be placed into any agreements of sale and purchase entered into with regard to any units in this plan to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the Plan:
  - i). “Whereas despite the best efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board’s Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine the exact schools.”
  - ii). “The purchaser agrees that for the purposes of transportation to school, the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Board.”

### **Canada Post**

- 108.** Prior to registration, the Owner shall undertake the following to the satisfaction of Canada Post:
- a) Make satisfactory arrangements with Canada Post and the Director of Environment & Development Engineering Division, for the provision of suitable sites for the installation of Canada Post Community Mailboxes, which are not in conflict with any other utility (including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements and bus pads), and shall indicate these locations on the appropriate servicing plans, including the granting of any easements as deemed applicable that may be required in order to locate the Canada Post Community Mailboxes with a safe setback from the travelled portion of roadways.
  - b) Prior to offering any of the residential units for sale, the Owner agrees to place a 'Display Map' on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the City of Brampton.
  - c) Provide the following for each Community Mailbox site, as per Canada Post and City of Brampton standards:
    - i) an appropriately sized sidewalk section (concrete pad), per municipal standards, to place the Community Mailbox on;
    - ii) any required walkway across the boulevard, as per municipal standards; and
    - iii) any required curb depressions for wheelchair access.
  - d) Determine, provide and maintain a suitable and safe temporary Community Mailbox location(s) to Canada Post's satisfaction. This temporary site will be utilized by Canada Post until the above mentioned criteria is completed at the permanent Community Mailbox site locations. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
  - e) Include in all offers of Purchase and Sale a statement advising the prospective new home purchasers that mail delivery will be from a designated community mail box, include exact locations of each of these community mailbox locations, and advise any affected homeowners of any established easements granted to Canada Post.

**Enbridge Gas Distribution**

**109.** Prior to registration, the Owner shall undertake the following to the satisfaction of Enbridge Gas Distribution:

- a) The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea20@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
- b) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
- c) In the event that easement(s) are required to service this development and any future adjacent developments, the Owner will provide all easement(s) to Enbridge Gas Distribution at no cost.
- d) In the event a pressure reducing regulator station is required, the Owner is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea20@enbridge.com.
- e) The Owner will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

### **Rogers Telecommunications**

**110.** Prior to registration, the Owner shall undertake the following to the satisfaction of Rogers Communications:

- a) At its own cost, grant all necessary easements and maintenance agreements required by those CRTC-licensed telephone companies and broadcasting distribution companies intending to serve the Subdivision (collectively the "Communications Service Providers").
- b) In consultation with the applicable utilities and Communications Service Providers, prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.

### **Bell Canada**

**111.** Prior to registration, the Owner shall undertake the following to the satisfaction of Bell Canada:

- a) The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication / telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
- b) That Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are located to the street line.
- c) Prior to commencing any work, the Owner shall confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Owner shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.

### **Alectra Utilities**

**112.** The following conditions shall be included in the Subdivision Agreement to the satisfaction of Alectra Utilities:

- a) The Owner shall grant all necessary aerial or underground easements, as may be required to service this development, at no cost to Alectra Utilities. These will be confirmed during the final design of the roads and subdivision.
- b) The Owner shall enter to a Servicing Agreement (offer-to-connect) and will be responsible for the cost sharing as detailed in the offer-to-connect.
- c) The Owner shall be responsible for the costs of the relocation of existing plant to accommodate the new road(s).
- d) The Owner shall contact Alectra Utilities Subdivisions Department for the availability of adjacent plant capable of servicing this site and to discuss the electrical service installation requirements and schedule.
- e) The Owner shall be responsible for the costs associated with the hydro plant expansion to supply the development.
- f) The Owner or their representative shall consult Alectra Utilities' Conditions of Service, as they must adhere to all conditions.

### **Hydro/Telecommunications**

**113.** Prior to registration, the Owner must submit in writing, evidence to the Commissioner of Planning & Development Services that satisfactory arrangements have been made with the telecommunications and hydro providers for the installation of their plants in the common trench, within the prescribed location in the road allowances.

### **Region of Peel**

- 114.** Prior to execution of the Subdivision Agreement by the Region, the Developer shall:
- a. Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Developer's knowledge at the time of the submission and to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan; and
  - b. Pay to the Region the appropriate hard service residential development charges (water, wastewater and road service components), pursuant to the Region's Development Charges By-law, as amended from time to time, calculated based on the information provided in the Residential Development Charges Payment Form.
- 115.** Provision shall be made in the Subdivision Agreement with respect to:
- a. Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
  - b. Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks);

Pursuant to the Region's Development Charges By-law, as amended from time to time.

### **Water Meter Fees**

- 116.** In respect of the water meter fees:
- a. Prior to registration of the plan of subdivision, the Developer shall pay to the Region the appropriate water meter fees, in accordance with the Region's Fees By-law, as amended from time to time for residential building lots (singles, semi-detached and freehold townhomes) to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan for the Lands;
  - b. A clause shall be included in the Subdivision Agreement that water meter fees for future residential development (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable to the Region prior to issuance

of building permits, in accordance with the Region's Fees By-law, as amended from time to time; and

- c. A clause shall be included in the Subdivision Agreement that in the event of an underpayment of water meter fees, the Developer shall be responsible for payment thereof forthwith upon request.

### **Land Dedications**

**117.** As a condition of registration of this Plan or any phase thereof, the Developer shall gratuitously dedicate, free and clear of all encumbrances and to the satisfaction of the Region:

- a. A road widening pursuant to the Region's Official Plan along Regional Road #6 (Queen Street West). The Region's Official Plan road widening requirement for mid-block along Queen Street West is 45.0 metres right-of-way (22.5 metres from the centerline). Additional property pursuant to the Region's Official Plan will be required within 245 metres of intersections as a result of design necessities to protect for the provision of but not limited to; utilities, sidewalks, multiuse pathways and transit bay/shelters: 50.5 metres for a single left turn lane intersection configuration (25.25 metres from the centerline of Queen Street West). The Developer must submit supporting surveys acceptable to the Region to confirm the Region's land dedication requirements.
- b. A 0.3 metre reserve along the frontage of Queen Street behind the property line, except at the approved location of the temporary access.

**118.** The Developer shall gratuitously transfer to the Region free and clear of all encumbrances and to the satisfaction of the Region:

- a. All necessary easements for proposed and existing Regional infrastructures as required by the Region to service the proposed plan and external lands.

All costs associated with land transfers and easements shall be 100% the responsibility of the Developer.

Clauses shall be included in the Subdivision Agreement in respect of same.

### **Access**

**119.** In respect of the water meter fees:

- a. Prior to the Registration of the Plan of Subdivision the Developer shall remove any existing driveway/accesses, along the frontage of Queen Street West that do not conform to the approved plans at its sole cost.



- b. The Developer acknowledges and agrees that at such time as the owner of the adjacent lands to the west, municipally known as 1957 Queen Street, submits an application for development, the Developer will provide access to the Tertiary Plan road network pursuant to a shared access agreement, or other such arrangements as approved by the Region.
- c. No lots or blocks shall have direct access to Queen Street West.

Clauses shall be included in the Subdivision Agreement in respect of same.

**120.**

- a. The Developer hereby acknowledges and agrees that a temporary access is needed and it consists of a single interim restricted right in/right out access to be equipped with a right turn lane with storage and a taper to facilitate this development. A functional design is required to be provided to the Region for our review and approval. The Developer acknowledges and agrees that all costs associated with design and construction the interim road and access works is 100% the Developer's responsibility. Prior to construction within the Region's right of way a detailed engineering submission designed, stamped, and dated by a Professional Licensed Ontario Engineer and a detail cost estimate of the proposed road and access works will be required to be submitted to the Region for review and approvals. The engineering submission MUST include removals, new construction and grading, typical sections, and pavement marking and signage drawings, as well as plan and profile drawings.
- b. The Developer shall include warning clauses reflecting the aforementioned access restriction in all Purchase and Sale and Lease Agreements.
- c. The Region will accept in principle, the Ultimate Access as one full movement access aligned with Royal West Drive. Any ultimate improvements at the proposed access to facilitate the development will be determined at the engineering design stage: Including but not limited to auxiliary lanes, centre medians, pavement marking and signage.
- d. The Developer hereby acknowledges and agrees that ultimate road works required at the intersection of Queen Street West and Royal West Drive/Street "A" to facilitate properties within the approved Queen Street Tertiary Plan will be at the sole cost of the Developers. The Developers will be responsible for the design and construction of the access and any required road works including but not limited to traffic control signals, auxiliary lanes etc., required to service this development, and all costs shall be 100% at the expense of the Developers. All costs associated with the ultimate the road works shall be shared between the lands benefitting from the ultimate access as shown on the approved Queen Street Tertiary Plan. Prior to construction within the Region's right-of-way a detailed engineering submission designed, stamped, and dated by a Professional Licensed Ontario Engineer and a detail cost estimate of the

proposed road and access works will be required to be submitted to the Region for review and approvals. The engineering submission MUST include removals, new construction and grading, typical sections, and pavement marking and signage drawings, as well as plan and profile drawings.

- e. At such time the lands to the east develop, the ultimate road works required at the intersection of Queen Street West and Royal West Drive/Street "A" is to be constructed. Conditions pertaining to the timing of the required construction will be outlined within Subdivision Agreement.
- f. At such time the ultimate road works required at the intersection of Queen Street West and Royal West Drive/Street "A" is constructed, the Interim Access and associated road works constructed to facilitate the Interim Access are to be removed and restoration completed to the satisfaction of the Region. All costs associated with the removal are to be borne by the Developer. Conditions pertaining to the timing of the required removal works will be outlined within Subdivision Agreement.
- g. Prior to registration engineering drawings related to the removal and restoration works are to be provided to the Region for review and approval. An approved cost estimate and securities related to the removal and restoration works are to be provided to the Region.
- h. The Developer and Region acknowledge and agree that, due to the shared nature of the ultimate road works required at the intersection of Queen Street West and Royal West Drive/Street "A" between all lands contained within the Queen Street Tertiary Plan, there will be a need for the Developer to execute an agreement with the neighboring land Owners regarding the construction and sharing of costs for the Ultimate Access ("Shared Access Agreement and "Cost Sharing Agreement", if applicable).
- i. Prior to registration the ultimate road works required at the intersection of Queen Street West and Royal West Drive/Street "A" indicated on the approved Queen Street Tertiary Plan will benefit the applicant as well as the adjacent property owners to provide full movement access across from Royal West Drive, as such, the Region requires a cost sharing agreement between the benefitting land owners. The Region will require proof and copies of such shared access agreement.

**121.** Prior to the registration of this Plan, or any phase thereof;

- a. The Developer shall provide to the Region's Public Works Department a Letter of Credit for its proportionate share of future traffic control signals at the intersection of Queen Street West and Royal West Drive/Street "A". All actual costs associated with the traffic control signals at the Regional road intersections shall be 100% the Tertiary Plan Landowners' expense. Any costs associated with future traffic control signals at the intersection of Queen Street West and Royal

West Drive/Street "A" as shown on the approved Queen Street Tertiary Plan shall be shared between the lands benefitting from the ultimate access as shown on the approved Queen Street Tertiary Plan. A clause shall be included in the Subdivision Agreement in respect of same.

- b. The Developer shall provide to the Region, Public Works Department, a certified cheque for its proportionate share of maintenance of future traffic control signals at the intersection of Queen Street West and Royal West Drive/Street "A". Any costs associated with maintenance of future traffic control signals at the intersection of Queen Street West and Royal West Drive/Street "A" as shown on the approved Queen Street Tertiary Plan shall be shared between the lands benefitting from the ultimate access. A clause shall be included in the Subdivision Agreement in respect of same.
- c. The Developer shall provide to the Region's Public Works Department a Letter of Credit for its proportionate share of \$10,000.00 for pavement markings on Queen Street West and for the intersection of Queen Street West and Royal West Drive/Street "A" along the frontage of proposed development. The Developer shall also be responsible for pavement markings maintenance. The Letter of Credit will be released once all necessary pavement markings are completed and the intersection improvement works are assumed by the Region. Pavement markings along Regional roads shall be in accordance with the Region's specifications and standards, as amended from time to time. Any costs associated with for pavement markings on Queen Street West and for the intersection of Queen Street West and Royal West Drive/Street "A" along the frontage of proposed development as shown on the approved Queen Street Tertiary Plan shall be shared between the lands benefitting from the ultimate access. A clause shall be included in the Subdivision Agreement in respect of same.

Clauses shall be included in the Subdivision Agreement in respect of same.

### **Traffic/Development Engineering Conditions**

#### **122.**

- a. The Developer shall acknowledge and agree that landscaping, signs, fences, gateway features, and any other encroachments will not be permitted within the Region's easements and right-of-way;
- b. The Developer shall acknowledge and agree that the Region's storm sewers are designed to convey run-offs from the right-of-way of regional roads only. All costs associated with the storm sewer conveyance shall be 100% the responsibility of the Developer.
- c. The Region will not permit any alteration to grading within the Queen Street West right-of-way along the frontage of the Lands.

- d. The Developer shall be responsible for the design and construction of the mutual access. The Developer shall make necessary arrangements in respect of the design and/or construction of the mutual access, at the sole cost and expense of the Developer.
- e. A detailed engineering submission designed, stamped, and dated by a Professional Licensed Ontario Engineer shall be submitted to the Region for review and approval prior to construction. The engineering submission MUST include removals, new construction and grading, typical sections, and pavement and signage drawings, and shall include plan and profile drawings.
- f. The Developer shall be responsible for 100% of the boulevard works. Prior to the commencement of such works within the Region's right-of-way, the Developer shall submit to the Region the following:
  - i. A Letter of Credit in the amount of 100% of the estimated cost to construct the required road and access works within the Region's right-of-way; and
  - ii. Engineering and inspection fees in the amount of 7% of the estimated cost of road and access works.
- g. The location, design and implementation of the construction access for the subdivision work must be acceptable to the Region and interim road works may be required to that effect.
- h. Prior to any grading, servicing and construction, the Developer shall obtain from the Region's Public Works Department a road occupancy permit and construction access permit for all works within the Region's road right-of-way, including access works, and obtains such permit at least 48 hours prior to the commencement of work. Additional documentation, fees and securities shall be required with respect to the works for which the permit was obtained. All costs associated with the access and road works within the Region's right-of-way shall be borne entirely by the Developer. The location, design and implementation of the construction access must be acceptable to the Region. A clause shall be included in the Subdivision Agreement in respect of same.

### **Drawings – Servicing and “As Constructed”**

- 123. Prior to servicing, the Developer's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.
- 124. Within (60) days of preliminary acceptance of the underground services, the Developer's engineer shall submit “As Constructed” drawings in digital format, pursuant to the latest Region's Digital Format Guidelines. The Developer's engineer shall also provide ties to all main line valves, ties to individual water service boxes, linear ties to sanitary sewer services and GPS coordinates of all

watermain and sanitary sewer appurtenances in accordance with the latest requirements of the Region "Development Procedure Manual". A clause shall be included in the Subdivision Agreement in respect of same.

### **General Conditions**

- 125.** Prior to registration of the subdivision, the Developer shall execute a Subdivision Agreement with the local municipality and Region for the construction of municipal sanitary sewer, water, and regional roads associated with the lands. The Developer shall construct and design these services in accordance with the latest Region standards and requirements.
- 126.** Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval:
  - a) Revised Functional Servicing Report showing the proposed sanitary sewer, storm sewer and water servicing plans for the development; and
  - b) Storm Drainage Study Report to determine and demonstrate, to the satisfaction of the Region, that there is no adverse effect of the proposal on the existing structures and drainage along Queen Street West.
- 127.** Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.
- 128.** The subject lands are part of a Tertiary Plan. The Developer will be proceeding with its development prior to the lands to the east (1879 Queen Street West) and intends to provide temporary servicing through its temporary access, wholly contained within its lands. The ultimate servicing will be through Street A as identified on the Tertiary plan approved by the Council of the City of Brampton at the time that the property to the east is developed. Temporary servicing easements are not the preferred option and will only be considered where there is no other alternative available. Should subject development proceed with the temporary servicing option, the Developer will be required to provide a Letter of Credit for future abandonment of temporary water and wastewater services within Queen Street West right of way and within the external easements. Letter of Credit amount will be determined during development engineering review stage and it will need to be submitted prior to development engineering approval of the Development. All costs associated with the permanent/temporary servicing works shall be at the sole expense of the Developer.
- 129.** Prior to registration of the plan of subdivision, the Developer shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Developer. The cost shall be based on a "per kilometre" basis for combined watermains and sanitary sewers installed pursuant to the Region's latest User Fees By-law.

**130.** Prior to registration of the plan of subdivision, the Developer shall ensure that:

- a) All lots and blocks must be serviced via an internal road network;

Clauses shall be included in the Subdivision Agreement in respect of same.

**131.** Prior to servicing the Region may require the Developer to construct a sampling hydrant (at the Developers cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.

**132.** The Developer agrees that the Region shall hold back a portion of the Letter of Credit to cover the costs of services completed by the Region on a time and material basis pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.

**133.** The Developer will maintain adequate chlorine residuals in the watermains within the plan from the time the watermains are connected to the municipal system until such time as the Region issues Final Acceptance. To maintain adequate chlorine residuals, the Developer shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Developer pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.

**134.**

- a. In respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;
- b. Until the issuance of Final Acceptance a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including

deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.

- c. The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
  - i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
    - a) Bacteriological Analysis - Total coliform and E-coli counts
    - b) Chemical Analysis - Nitrate Test
    - c) Water level measurement below existing grade
  - d. In the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
  - e. Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.

Clauses shall be included in the Subdivision Agreement in respect of same.

- 135.** Prior to registration of the plan of subdivision a noise abatement report is required for lots adjacent to Queen Street West.
- 136.** Prior to registration of the plan of subdivision, the Developer shall submit draft reference plan(s) for the Region's review and approval prior to such plans being deposited. All costs associated with preparation and depositing of the plans and transfer of lands shall be at the sole expense of the Developer
- 137.** The Developer agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:
  - a. A copy of the final signed M-Plan
  - b. A copy of the final draft R-Plan(s); and
  - c. The documents required pursuant to Schedule B of the Subdivision Agreement and all associated documents.

A clause shall be included in the Subdivision Agreement in respect of same.

### **Waste Management**

**138.** Prior to Registration of the Subdivision, the Region will require a satisfactory Waste Collection Plan demonstrating all the collection requirements outlined in the most current version of the Region's Waste Collection Design Standards Manual. The Waste Collection Plan must take into consideration the interim and ultimate road network for the subject lands based on the approved Tertiary Plan.

**Administrative – Clearance of Conditions**

**139.** Prior to the signing of the final plan by the Commissioner of Planning & Development Services, or his designate, they shall be advised that the above noted conditions have been carried out to the satisfaction of the appropriate agencies and the City.

**NOTE 1:**

In accordance with City Council resolution C003-97, draft approval granted under Section 51 of the *Planning Act*, R.S.O., 1990, c.P.13 is valid until draft approval is either withdrawn, or the plan is registered. The conditions of draft approval will, however, be reviewed initially 3 years after draft approval is granted and subsequently every 2 years to determine if the conditions are appropriate or whether draft approval should be withdrawn.

**NOTE 2:**

In order to expedite the clearance of conditions, we suggest that a copy of the signed Subdivision Agreement be forwarded to the following agencies upon execution:

Mr. Chris Fearon  
Delivery Planning  
Canada Post Corporation  
5210 Bradco Blvd, Suite 200  
Mississauga, Ontario L4W 1G7

Ms. Stephanie Cox  
The Dufferin-Peel Catholic District School Board  
40 Matheson Boulevard West  
Mississauga, Ontario L5R 1C5

Ms. Bianca Bielski  
Manager of Planning  
Peel District School Board  
5650 Hurontario Street  
Mississauga, Ontario L5R 1C6

Ms. Nikki DeGroot  
Enbridge Gas Distribution Inc.  
500 Consumers Road



North York, Ontario M2J 1P8

Mr. Henry Gamboa  
Alectra Utilities  
175 Sandalwood Parkway West  
Brampton, Ontario L7A 1E8

Ms. Meghan Palynchuk  
Bell Canada  
Floor 5, 100 Borough Drive  
Scarborough, Ontario M1P 4W2

Mr. Andrew Leung  
Rogers Cable Communications Inc.  
3573 Wolfedale Road  
Mississauga, Ontario L5C 3T6

Mr. John Hardcastle  
Region of Peel  
10 Peel Centre Drive  
Brampton, Ontario L6T 4B9

Dorothy DiBerto  
Credit Velley Conservation  
1255 Old Derry Road  
Mississauga Ontario L5N 6R4

NOTE 4:

The costs of any relocations or revisions to Alectra Utilities facilities which are necessary to accommodate this subdivision will be borne by the Owner, and further any easement rights of Alectra Utilities are to be respected. The Owner should contact the local Alectra Utilities Area office to verify if any low voltage distribution lines may be affected by the proposal.

NOTE 5:

It is recommended that the Owner or their consultant contact the CVC to clarify specific requirements prior to preparation of detailed engineering reports.

The Regional Municipality of Peel

CONDITIONS OF DRAFT APPROVAL

Plan of Subdivision  
1951 Queen Street West  
1951 Queen Street Holdings Inc. (Cesta Homes)  
City File: C04W05.012  
Regional File: 21T-16010B

As per the Conditions of Draft Approval for Draft Plan of Subdivision 21T-16004B, the developer is required to fulfill the above Conditions to the satisfaction of the Region. Release for Registration will not be provided by the Region until such time as all Regional requirements have been satisfactorily addressed.

Conditions of Draft Approval for Draft Plan of Subdivision

**Development Charges**

1. Prior to execution of the Subdivision Agreement by the Region, the Developer shall:
  - a. Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Developer's knowledge at the time of the submission and to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan; and
  - b. Pay to the Region the appropriate hard service residential development charges (water, wastewater and road service components), pursuant to the Region's Development Charges By-law, as amended from time to time, calculated based on the information provided in the Residential Development Charges Payment Form.
2. Provision shall be made in the Subdivision Agreement with respect to:
  - a) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
  - b) Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks);

pursuant to the Region's Development Charges By-law, as amended from time to time.

**Water Meter Fees**

3. In respect of the water meter fees:
  - a. Prior to registration of the plan of subdivision, the Developer shall pay to the Region the appropriate water meter fees, in accordance with the Region's Fees By-law, as amended from time to time for residential building lots (singles, semi-detached and freehold townhomes) to

the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan for the Lands;

- b. A clause shall be included in the Subdivision Agreement that water meter fees for future residential development (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable to the Region prior to issuance of building permits, in accordance with the Region's Fees By-law, as amended from time to time; and
- c. A clause shall be included in the Subdivision Agreement that in the event of an underpayment of water meter fees, the Developer shall be responsible for payment thereof forthwith upon request.

### **Land Dedications**

- 4. As a condition of registration of this Plan or any phase thereof, the Developer shall gratuitously dedicate, free and clear of all encumbrances and to the satisfaction of the Region:
  - a. A road widening pursuant to the Region's Official Plan along Regional Road #6 (Queen Street West). The Region's Official Plan road widening requirement for mid-block along Queen Street West is 45.0 metres right-of-way (22.5 metres from the centerline). Additional property pursuant to the Region's Official Plan will be required within 245 metres of intersections as a result of design necessities to protect for the provision of but not limited to; utilities, sidewalks, multiuse pathways and transit bay/shelters: 50.5 metres for a single left turn lane intersection configuration (25.25 metres from the centerline of Queen Street West). The Developer must submit supporting surveys acceptable to the Region to confirm the Region's land dedication requirements.
  - b. A 0.3 metre reserve along the frontage of Queen Street behind the property line, except at the approved location of the temporary access.
- 5.
  - a. The Developer shall gratuitously transfer to the Region free and clear of all encumbrances and to the satisfaction of the Region:
    - i. All necessary easements for proposed and existing Regional infrastructures as required by the Region to service the proposed plan and external lands.
    - ii. All costs associated with land transfers and easements shall be 100% the responsibility of the Developer.

Clauses shall be included in the Subdivision Agreement in respect of same.

### **Access**

- 6.

- a. Prior to the Registration of the Plan of Subdivision the Developer shall remove any existing driveway/accesses, along the frontage of Queen Street West that do not conform to the approved plans at its sole cost.
- b. The Developer acknowledges and agrees that at such time as the owner of the adjacent lands to the west, municipally known as 1957 Queen Street, submits an application for development, the Developer will provide access to the Tertiary Plan road network pursuant to a shared access agreement, or other such arrangements as approved by the Region.
- c. No lots or blocks shall have direct access to Queen Street West.

Clauses shall be included in the Subdivision Agreement in respect of same.

7.

- a. The Developer hereby acknowledges and agrees that a temporary access is needed and it consists of a single interim restricted right in/right out access to be equipped with a right turn lane with storage and a taper to facilitate this development. A functional design is required to be provided to the Region for our review and approval. The Developer acknowledges and agrees that all costs associated with design and construction the interim road and access works is 100% the Developer's responsibility. Prior to construction within the Region's right of way a detailed engineering submission designed, stamped, and dated by a Professional Licensed Ontario Engineer and a detail cost estimate of the proposed road and access works will be required to be submitted to the Region for review and approvals. The engineering submission MUST include removals, new construction and grading, typical sections, and pavement marking and signage drawings, as well as plan and profile drawings.
- b. The Developer shall include warning clauses reflecting the aforementioned access restriction in all Purchase and Sale and Lease Agreements.
- c. The Region will accept in principle, the Ultimate Access as one full movement access aligned with Royal West Drive. Any ultimate improvements at the proposed access to facilitate the development will be determined at the engineering design stage: Including but not limited to auxiliary lanes, centre medians, pavement marking and signage.
- d. The Developer hereby acknowledges and agrees that ultimate road works required at the intersection of Queen Street West and Royal West Drive/Street "A" to facilitate properties within the approved Queen Street Tertiary Plan will be at the sole cost of the Developers. The Developers will be responsible for the design and construction of the access and any required road works including but not limited to traffic control signals, auxiliary lanes etc., required to service this development, and all costs shall be 100% at the expense of the Developers. All costs associated with the ultimate the road works shall be shared between the lands benefitting from the ultimate access as shown on the approved Queen Street Tertiary Plan. Prior to construction within the Region's right-of-way a detailed engineering submission designed, stamped, and dated by a Professional Licensed Ontario Engineer and a detail cost estimate of the proposed road and access works will be required to be submitted to the Region for review and approvals. The engineering submission MUST include removals, new construction and grading, typical sections, and pavement marking and signage drawings, as well as plan and profile drawings.

- e. At such time the lands to the east develop, the ultimate road works required at the intersection of Queen Street West and Royal West Drive/Street "A" is to be constructed. Conditions pertaining to the timing of the required construction will be outlined within Subdivision Agreement.
  - f. At such time the ultimate road works required at the intersection of Queen Street West and Royal West Drive/Street "A" is constructed, the Interim Access and associated road works constructed to facilitate the Interim Access are to be removed and restoration completed to the satisfaction of the Region. All costs associated with the removal are to be borne by the Developer. Conditions pertaining to the timing of the required removal works will be outlined within Subdivision Agreement.
  - g. Prior to registration engineering drawings related to the removal and restoration works are to be provided to the Region for review and approval. An approved cost estimate and securities related to the removal and restoration works are to be provided to the Region.
  - h. The Developer and Region acknowledge and agree that, due to the shared nature of the ultimate road works required at the intersection of Queen Street West and Royal West Drive/Street "A" between all lands contained within the Queen Street Tertiary Plan, there will be a need for the Developer to execute an agreement with the neighboring land Owners regarding the construction and sharing of costs for the Ultimate Access ("Shared Access Agreement and "Cost Sharing Agreement", if applicable).
  - i. Prior to registration the ultimate road works required at the intersection of Queen Street West and Royal West Drive/Street "A" indicated on the approved Queen Street Tertiary Plan will benefit the applicant as well as the adjacent property owners to provide full movement access across from Royal West Drive, as such, the Region requires a cost sharing agreement between the benefitting land owners. The Region will require proof and copies of such shared access agreement.
8. Prior to the registration of this Plan, or any phase thereof;
- a. The Developer shall provide to the Region's Public Works Department a Letter of Credit for its proportionate share of future traffic control signals at the intersection of Queen Street West and Royal West Drive/Street "A". All actual costs associated with the traffic control signals at the Regional road intersections shall be 100% the Tertiary Plan Landowners' expense. Any costs associated with future traffic control signals at the intersection of Queen Street West and Royal West Drive/Street "A" as shown on the approved Queen Street Tertiary Plan shall be shared between the lands benefitting from the ultimate access as shown on the approved Queen Street Tertiary Plan. A clause shall be included in the Subdivision Agreement in respect of same.
  - b. The Developer shall provide to the Region, Public Works Department, a certified cheque for its proportionate share of maintenance of future traffic control signals at the intersection of Queen Street West and Royal West Drive/Street "A". Any costs associated with maintenance of future traffic control signals at the intersection of Queen Street West and Royal West Drive/Street "A"

as shown on the approved Queen Street Tertiary Plan shall be shared between the lands benefitting from the ultimate access. A clause shall be included in the Subdivision Agreement in respect of same.

- c. The Developer shall provide to the Region's Public Works Department a Letter of Credit for its proportionate share of \$10,000.00 for pavement markings on Queen Street West and for the intersection of Queen Street West and Royal West Drive/Street "A" along the frontage of proposed development. The Developer shall also be responsible for pavement markings maintenance. The Letter of Credit will be released once all necessary pavement markings are completed and the intersection improvement works are assumed by the Region. Pavement markings along Regional roads shall be in accordance with the Region's specifications and standards, as amended from time to time. Any costs associated with for pavement markings on Queen Street West and for the intersection of Queen Street West and Royal West Drive/Street "A" along the frontage of proposed development as shown on the approved Queen Street Tertiary Plan shall be shared between the lands benefitting from the ultimate access.

Clauses shall be included in the Subdivision Agreement in respect of same.

#### **Traffic/Development Engineering Conditions**

9.
  - a. The Developer shall acknowledge and agree that landscaping, signs, fences, gateway features, and any other encroachments will not be permitted within the Region's easements and right-of-way;
  - b. The Developer shall acknowledge and agree that the Region's storm sewers are designed to convey run-offs from the right-of-way of regional roads only. All costs associated with the storm sewer conveyance shall be 100% the responsibility of the Developer.
  - c. The Region will not permit any alteration to grading within the Queen Street West right-of-way along the frontage of the Lands.
  - d. The Developer shall be responsible for the design and construction of the mutual access. The Developer shall make necessary arrangements in respect of the design and/or construction of the mutual access, at the sole cost and expense of the Developer.
  - e. A detailed engineering submission designed, stamped, and dated by a Professional Licensed Ontario Engineer shall be submitted to the Region for review and approval prior to construction. The engineering submission MUST include removals, new construction and grading, typical sections, and pavement and signage drawings, and shall include plan and profile drawings.
  - f. The Developer shall be responsible for 100% of the boulevard works. Prior to the commencement of such works within the Region's right-of-way, the Developer shall submit to the Region the following:
    - i. A Letter of Credit in the amount of 100% of the estimated cost to construct the required road and access works within the Region's right-of-way; and

- ii. Engineering and inspection fees in the amount of 7% of the estimated cost of road and access works.
- g. The location, design and implementation of the construction access for the subdivision work must be acceptable to the Region and interim road works may be required to that effect.
- h. Prior to any grading, servicing and construction, the Developer shall obtain from the Region's Public Works Department a road occupancy permit and construction access permit for all works within the Region's road right-of-way, including access works, and obtains such permit at least 48 hours prior to the commencement of work. Additional documentation, fees and securities shall be required with respect to the works for which the permit was obtained. All costs associated with the access and road works within the Region's right-of-way shall be borne entirely by the Developer. The location, design and implementation of the construction access must be acceptable to the Region. A clause shall be included in the Subdivision Agreement in respect of same.

#### **Drawings – Servicing and “As Constructed”**

- 10. Prior to servicing, the Developer's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.
- 11. Within (60) days of preliminary acceptance of the underground services, the Developer's engineer shall submit “As Constructed” drawings in digital format, pursuant to the latest Region's Digital Format Guidelines. The Developer's engineer shall also provide ties to all main line valves, ties to individual water service boxes, linear ties to sanitary sewer services and GPS coordinates of all watermain and sanitary sewer appurtenances in accordance with the latest requirements of the Region “Development Procedure Manual”. A clause shall be included in the Subdivision Agreement in respect of same.

#### **General Conditions**

- 12. Prior to registration of the subdivision, the Developer shall execute a Subdivision Agreement with the local municipality and Region for the construction of municipal sanitary sewer, water, and regional roads associated with the lands. The Developer shall construct and design these services in accordance with the latest Region standards and requirements.
- 13. Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval:
  - a. Revised Functional Servicing Report showing the proposed sanitary sewer, storm sewer and water servicing plans for the development;
  - b. Storm Drainage Study Report to determine and demonstrate, to the satisfaction of the Region, that there is no adverse effect of the proposal on the existing structures and drainage along Queen Street West;
- 14. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.

15. The subject lands are part of a Tertiary Plan. The Developer will be proceeding with its development prior to the lands to the east (1879 Queen Street West) and intends to provide temporary servicing through its temporary access, wholly contained within its lands. The ultimate servicing will be through Street A as identified on the Tertiary plan approved by the Council of the City of Brampton at the time that the property to the east is developed. Temporary servicing easements are not the preferred option and will only be considered where there is no other alternative available. Should subject development proceed with the temporary servicing option, the Developer will be required to provide a Letter of Credit for future abandonment of temporary water and wastewater services within Queen Street West right of way and within the external easements. Letter of Credit amount will be determined during development engineering review stage and it will need to be submitted prior to development engineering approval of the Development. All costs associated with the permanent/temporary servicing works shall be at the sole expense of the Developer.
16. Prior to registration of the plan of subdivision, the Developer shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Developer. The cost shall be based on a "per kilometre" basis for combined watermains and sanitary sewers installed pursuant to the Region's latest User Fees By-law.
17. Prior to registration of the plan of subdivision, the Developer shall ensure that:
  - a. All lots and blocks must be serviced via an internal road network;Clauses shall be included in the Subdivision Agreement in respect of same.
18. Prior to servicing the Region may require the Developer to construct a sampling hydrant (at the Developers cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.
19. The Developer agrees that the Region shall hold back a portion of the Letter of Credit to cover the costs of services completed by the Region on a time and material basis pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.
20. The Developer will maintain adequate chlorine residuals in the watermains within the plan from the time the watermains are connected to the municipal system until such time as the Region issues Final Acceptance. To maintain adequate chlorine residuals, the Developer shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Developer pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.
21.
  - a. In respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;



- b. Until the issuance of Final Acceptance a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.
- c. The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
  - i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
    - a) Bacteriological Analysis - Total coliform and E-coli counts
    - b) Chemical Analysis - Nitrate Test
    - c) Water level measurement below existing grade
  - d. In the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
  - e. Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.

Clauses shall be included in the Subdivision Agreement in respect of same.

- 22. Prior to registration of the plan of subdivision a noise abatement report is required for lots adjacent to Queen Street West.
- 23. Prior to registration of the plan of subdivision, the Developer shall submit draft reference plan(s) for the Region's review and approval prior to such plans being deposited. All costs associated with preparation and depositing of the plans and transfer of lands shall be at the sole expense of the Developer
- 24. The Developer agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:
  - a. A copy of the final signed M-Plan
  - b. A copy of the final draft R-Plan(s); and

- c. The documents required pursuant to Schedule B of the Subdivision Agreement and all associated documents.

A clause shall be included in the Subdivision Agreement in respect of same.

### **Waste Management**

25. Prior to Registration of the Subdivision, the Region will require a satisfactory Waste Collection Plan demonstrating all the collection requirements outlined in the most current version of the Region's Waste Collection Design Standards Manual. The Waste Collection Plan must take into consideration the interim and ultimate road network for the subject lands based on the approved Tertiary Plan.

November 17, 2023

GSAI File: 700-001

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: City-Initiated Amendment to the Zoning By-law**  
**Item 5.1 - Report No. Planning, Bld & Growth Mgt-2023-904**  
**Comments from the Heritage Heights Landowners Group**

Glen Schnarr & Associates Inc. (GSAI), as joint planning consultant team with Gagnon Walker Domes Ltd. (GWD), represent the Heritage Heights Landowners Group ("HHLOG"). The participating owners in the HHLOG that this submission represents are:

- Bruce and Shirley Reed;
- James Reed;
- Bramwest Development Corp.;
- Maplequest Ventures Inc.;
- Seconfar Holdings Limited and 2266591 Ontario Inc. (D'Orazio Group & Mattamy Homes);
- Primont Homes;
- Wanless Properties Ltd.;
- Amber Forest Land Development Corporation (Great Gulf Homes);
- Tiber Brampton Holdings Inc.;
- Mattamy Homes;
- Argo TFP Brampton III Limited and Argo TFP Brampton IV Limited (Argo Developments).

The HHLOG collectively own approximately 492 hectares (1,215 acres) within the Heritage Heights Secondary Plan (HHSP) area in the City of Brampton. On behalf of the HHLOG and individual landowners, we are pleased to provide this Comment Letter in relation to Item 5.1 - 'City-Initiated Amendment to the Zoning By-law' on the November 20<sup>th</sup> Planning and Development Committee Agenda.

We understand City staff are advancing a City-Initiated ‘housekeeping’ amendment to the Zoning By-law to assist with the interpretation and application of the Zoning By-law and to reduce the number of minor variance applications submitted to the Committee of Adjustment particularly related to zoning standards to allow 2<sup>nd</sup> dwelling units.

However, included in the proposed amendments is a change to Section 10.5 (c) of the Zoning By-law to increase the minimum interior length and width of residential garages. More specifically, we understand City staff are proposing to increase the minimum interior space of a garage from 2.7m by 5.4m to 3.3m by 7.0m on the basis that the “*increased garage size will accommodate a functional parking space and storage for waste bins while also enhancing residential streetscape*”.

The City is currently looking to advance the Comprehensive Review of its Zoning By-law which brings to question why this interior garage standard is not included as part of that comprehensive review but included in a ‘housekeeping’ by-law process that does not warrant full and thorough public and stakeholder consultation that the Comprehensive Zoning By-law Review process provides.

On behalf of the HHLOG and individual landowners, we offer the following comments and observations dealing with the ‘City-Initiated Amendment to the Zoning By-law’:

- We understand City staff participated in a BILD Peel Forum on October 3, 2023 and made a preliminary presentation on the City’s ongoing Zoning By-law and Urban Design review. We also understand public consultation on the City’s Comprehensive Zoning By-law Review could begin as early as Q1 2024. It is our opinion, that City staff proposal to increase the minimum zoning standard for interior garage space should be removed from the ‘housekeeping’ zoning amendment process and included as part of the upcoming comprehensive review and public consultation of the City’s Zoning By-law. During that time, the City would have the ability to host workshops with the residents, the public and the development industry on the proposed changes.
- We recognize that a minimum garage dimension of 2.7m by 5.4m is challenging to ‘conveniently’ store and move garbage bins without moving the vehicle(s) out of the garage. However, the proposed minimum standards are in excess of what has been discussed with the development industry on *Planning Act* applications. There are many approved projects, not yet at the Building Permit stage, which could be negatively impacted by the proposed, broad sweeping changes to the minimum garage dimensions. Should Council decide to approve an increase in the minimum garage dimensions, it is our opinion that appropriate transition provisions should be included to exempt those planning applications that are substantially advanced or obtained Council endorsement of the proposal. This will help prevent further delays in delivering much-needed housing and for the City to be closer to meeting the Housing Pledge made to the Province.

- The City's presentation states the proposed increase in the garage dimensions to accommodate storage for waste bins. It is important to note that the Region of Peel's 'Waste Collection Design Standard Manual' (2020) states that garage storage can be provided in the garage, backyard **or** side yard for storage carts, with direct access to the collection point location. Increasing the minimum interior garage width to 3.3m and length to 7.0m does not assure the City that the occupant of the dwelling unit will utilize that extra space for storing garbage and recycling bins. The undesirable view of bins in front of the garage door is a zoning enforcement issue and if increasing the interior garage space does not transpire into removing the bins in front of the garage, this increased standard could further impact the streetscape concerns by having garages as more dominant aspect of the house that is inconsistent with current urban design aspirations.
- The City of Brampton's Development Design Guidelines states that "*garage widths shall be a balance within the proportions of the house and lot width they serve. To advert negative impacts on the streetscape, large garages on narrow lots are to be avoided.*" It is our opinion that the proposed 3.3m by 7.0m minimum requirement could result in disproportionate streetscape design for residential units. The proposed amendments could create challenges with facilitating compact built forms and affordable housing since livable space will be taken up by larger garages to accommodate storage and movement of garbage bins.

The current staff proposal to increase the interior garage space from a minimum of 2.7m by 5.4m (14.58m<sup>2</sup> or 157sf) to 3.3m by 7.0m (23.1m<sup>2</sup> or 248.6sf) would result in the removal of 8.52m<sup>2</sup> or 91.7sf of living space on every unit. **This is basically equivalent to a loss of a bedroom on each dwelling unit.**

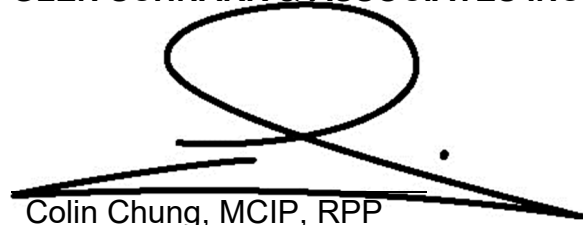
With the current housing market conditions and the priority for delivering more affordable housing, we feel that the increased interior garage standard just to conveniently store and move the garbage bins is counter-intuitive to achieving these priorities. As such, we ask that City Council direct staff to:

1. maintain the current minimum interior garage standard of 2.7m by 5.4m and that staff be directed to assess the convenient storage and movement of waste bins in the garage on a site-by-site basis as part of the planning application review; and,
2. thoroughly assess the need for increasing the minimum standard for interior garage space as part of the upcoming Comprehensive Review of the City's Zoning By-law to ensure the public, the residents, stakeholders and the development industry are afforded the opportunity to provide input.

Thank you for the opportunity to provide these comments. We respectfully request that our comments be considered by City Staff in formulating any final recommendations to City Council on this matter. We would be happy to meet with City Staff and discuss our comments.

Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



Colin Chung, MCIP, RPP  
Managing Partner

cc. Heritage Heights Landowners Group (HHLOG)

November 20, 2023

GSAI File: 1329-001

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: November 20, 2023 Planning and Development Committee  
City-Initiated Amendment to the Zoning By-law  
Item 5.1 - Report No. Planning, Bld & Growth Mgt-2023-904  
0 Mayfield Road, Brampton, ON  
City of Brampton  
City File: OZS-2021-0004 & 21T-21001B**

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Glen Schnarr & Associates Inc. (GSAI) are the Planning Consultants for Digram Developments Brampton Inc. On their behalf, we are pleased to provide this Comment Letter in relation to Item 5.1 - 'City-Initiated Amendment to the Zoning By-law' on the November 20<sup>th</sup> Planning and Development Committee Agenda.

In the context of this Comment Letter, GSAI and Digram Developments Brampton Inc. worked on securing the approvals for the Draft Plan of Subdivision, Official Plan Amendment, and Zoning By-Law Amendment under City of Brampton File # (OZS-2021-0004 & 21T-21001B) on lands municipally addressed as 0 Mayfield Road, Brampton, ON. In addition, the Site Plan Approval application has also been submitted for the medium-density condominium block within the Subject Site. This work encompasses a range of single detached, and townhouse dwellings varying in sizes, as well as a medium density condominium block, contributing to the establishment of a completed community in Block Plan Area 48-2.

We understand City staff are advancing a City-Initiated Amendment to the Zoning By-law to assist with the interpretation and application of the Zoning By-law and help reduce the number of minor variance applications submitted to the City. Included in the proposed amendments is an amendment to Section 10.5. (c) of the Zoning By-law to increase the

minimum interior length and width of residential garages. More specifically, we understand City staff are proposing to increase the minimum interior space of a garage from 2.7 m by 5.4 m to 3.3 m by 7 m, on the basis that the *“increased garage size will accommodate a functional parking space and storage for waste bins while also enhancing residential streetscape”*.

On behalf of Digram Developments Brampton Inc., we offer the following comments and observations regarding the ‘City-Initiated Amendment to the Zoning By-law’:

- We understand the City has satisfied themselves on alternative garage standards less than 3.3 m by 7 m elsewhere in the City. We appreciate Planning Act applications are reviewed on their own merits and that consistency is required on how minimum garage templates are applied throughout the City; however, the proposed minimum standards (3.3 m by 7 m) are in excess of what has been discussed with the development industry on Planning Act applications.
- The City’s presentation states the proposed increase in the garage dimension is to accommodate storage for waste bins. It is important to note that the Region of Peel’s ‘Waste Collection Design Standard Manual’ (2020) states that garage storage can be provided in the garage, backyard **or** side yard for storage carts, with direct access to the collection point location. Increasing the garage length to 7 m assumes that an applicant must provide waste storage within a garage whereas the Region’s standards allow for flexibility in where waste storage can be accommodated.
- The City of Brampton’s Development Design Guidelines states that *“garage widths shall be a balance within the proportions of the house and lot width they serve. To advert negative impacts on the streetscape, large garages on narrow lots are to be avoided.”* It is our opinion that the proposed 3.3 m by 7.0 m minimum requirement could result in disproportionate streetscape design for residential units. The proposed amendments could create challenges with facilitating compact built forms and affordable housing since livable space will be taken up by larger garages to accommodate convenient storage and movement of garbage bins.

The current staff proposal to increase the interior garage space from a minimum of 2.7 m by 5.4 m (14.58 m<sup>2</sup> or 157 ft<sup>2</sup>) to 3.3 m by 7.0 m (23.1 m<sup>2</sup> or 248.6 ft<sup>2</sup>) would result in the removal of 8.52 m<sup>2</sup> or 91.7 sf of living space on every unit. **This is basically equivalent to a loss of a bedroom on each unit, which does not support larger, family sized dwelling units.**

With the current housing market conditions and the priority for delivering more affordable housing, we feel that the increased interior garage standard just to conveniently store and move the garbage bins is counter-intuitive to achieving these priorities. Furthermore, there is no assurance that increasing the garage space will result in occupants not putting garbage bins in the front yard – this is a zoning enforcement issue and could continue to



be a zoning enforcement issue even if the minimum garage size is increased if the occupant uses the extra space for other storage needs.

Subdivision 21T-21001B is already Draft Approved with a site-specific Zoning By-law approved. It is one of the many approved projects, not yet at Building Permit stage, which could be negatively impacted by the proposed, broad sweeping changes to the minimum garage dimensions. Should Council decide to approve the increase in minimum garage dimensions, **we strongly suggest transition provisions be included to appropriately transition projects which have been approved to date, but not yet at Building Permit stage. This will help prevent further delays in delivering much needed housing.**

Thank you for the opportunity to provide these comments. We respectfully request that our comments be considered by City Staff in formulating any final recommendations to City Council on this matter. We would be happy to meet with City Staff and discuss our comments.

Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



Colin Chung, MCIP, RPP  
Managing Partner



Andrew Leung  
Planner

November 20, 2023

GSAI File: P – 0 Torbram

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: November 20, 2023 Planning and Development Committee  
City-Initiated Amendment to the Zoning By-law  
Item 5.1 - Report No. Planning, Bld & Growth Mgt-2023-904  
0 Torbram Road, Brampton, ON  
City of Brampton  
City File: C06E16.004**

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Glen Schnarr & Associates Inc. (GSAI) are the Planning Consultants for Digram Developments Brampton Inc. On their behalf, we are pleased to provide this Comment Letter in relation to Item 5.1 - 'City-Initiated Amendment to the Zoning By-law' on the November 20<sup>th</sup> Planning and Development Committee Agenda.

For context to this Comment Letter, the Local Planning Appeal Tribunal (now the Ontario Land Tribunal (OLT)) in its procedural order dated June 25, 2020 approved a settlement between the City of Brampton and Digram Developments Brampton Inc., for an Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision to facilitate a residential development consisting of single detached, townhouse and condominium dwellings on lands municipally addressed as 0 Torbram Road, Brampton, ON (File # C06E16.004). Attached for ease of reference is a copy of the LPAT Decision dated June 25, 2020. Digram Developments Brampton Inc. is currently awaiting for advancing the detailed engineering design submission upon the neighbouring landowner receiving Draft Plan approval.

We understand City staff are advancing a City-Initiated Amendment to the Zoning By-law to assist with the interpretation and application of the Zoning By-law and help reduce the number of minor variance applications submitted to the City. Included in the proposed amendments is an amendment to Section 10.5. (c) of the Zoning By-law to increase the

minimum interior length and width of residential garages. More specifically, we understand City staff are proposing to increase the minimum interior space of a garage from 2.7 m by 5.4 m to 3.3 m by 7 m, on the basis that the *“increased garage size will accommodate a functional parking space and storage for waste bins while also enhancing residential streetscape”*.

On behalf of Digram Developments Brampton Inc., we offer the following comments and observations regarding the ‘City-Initiated Amendment to the Zoning By-law’:

- The design of the dwelling units as approved through the LPAT settlement proceedings relied on the existing zoning provision in Section 10.5 (c). At that time, Digram Developments Brampton Inc. did not see a need to introduce minimum garage standards into its site-specific Zoning By-law when it was recognized that Section 10.5 (c) could be relied upon. Digram Developments Brampton Inc. has concerns that expanding the garage dimensions will impose new conditions on its development that has advanced detailed designs through a site planning process and detailed engineering submissions.
- We understand the City has satisfied themselves on alternative garage standards less than 3.3 m by 7 m elsewhere in the City. We appreciate Planning Act applications are reviewed on their own merits and that consistency is required on how minimum garage templates are applied throughout the City; however, the proposed minimum standards (3.3 m by 7 m) are in excess of what has been discussed with the development industry on Planning Act applications.
- The City’s presentation states the proposed increase in the garage dimension is to accommodate storage for waste bins. It is important to note that the Region of Peel’s ‘Waste Collection Design Standard Manual’ (2020) states that garage storage can be provided in the garage, backyard or side yard for storage carts, with direct access to the collection point location. Increasing the garage length to 7 m assumes that an applicant must provide waste storage within a garage whereas the Region’s standards allow for flexibility in where waste storage can be accommodated.
- The City of Brampton’s Development Design Guidelines states that *“garage widths shall be a balance within the proportions of the house and lot width they serve. To avert negative impacts on the streetscape, large garages on narrow lots are to be avoided.”* It is our opinion that the proposed 3.3 m by 7.0 m minimum requirement could result in disproportionate streetscape design for residential units. The proposed amendments could create challenges with facilitating compact built forms and affordable housing since livable space will be taken up by larger garages to accommodate convenient storage and movement of garbage bins.

The current staff proposal to increase the interior garage space from a minimum of 2.7 m by 5.4 m (14.58 m<sup>2</sup> or 157 ft<sup>2</sup>) to 3.3 m by 7.0 m (23.1 m<sup>2</sup> or 248.6 ft<sup>2</sup>)

would result in the removal of 8.52 m<sup>2</sup> or 91.7 sf of living space on every unit. **This is basically equivalent to a loss of a bedroom on each unit, which does not support larger, family sized dwelling units.**

With the current housing market conditions and the priority for delivering more affordable housing, we feel that the increased interior garage standard just to conveniently store and move the garbage bins is counter-intuitive to achieving these priorities. As such, we ask that City Council maintain the current minimum interior garage standard of 2.7 m by 5.4 m and that staff be directed to assess the convenient storage and movement of waste bins in the garage on a site by site basis.

Subdivision 21T-17006B is Draft Approved with site-specific Zoning By-law also approved. They are two of the many approved projects, not yet at Building Permit stage, which could be negatively impacted by the proposed, broad sweeping changes to the minimum garage dimensions. Should Council decide to approve the increase in minimum garage dimensions, **we strongly suggest transition provisions be included to appropriately transition projects which have been approved to date, but not yet at Building Permit stage. This will help prevent further delays in delivering much needed housing.**

Thank you for the opportunity to provide these comments. We respectfully request that our comments be considered by City Staff in formulating any final recommendations to City Council on this matter. We would be happy to meet with City Staff and discuss our comments.

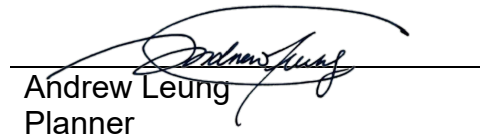
Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



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Colin Chung, MCIP, RPP  
Managing Partner



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Andrew Leung  
Planner

**Local Planning Appeal Tribunal**  
Tribunal d'appel de l'aménagement  
local



**ISSUE DATE:** June 25, 2020

**CASE NO(S):** PL180292  
PL180294

The Ontario Municipal Board (the “OMB”) is continued under the name Local Planning Appeal Tribunal (the “Tribunal”), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	Digram Developments Brampton Inc.
Subject:	Application to amend Zoning By-law No. 270-2004 - Refusal or neglect of City of Brampton to make a decision
Existing Zoning:	Agriculture “A”
Proposed Zoning:	Residential Single Detached F-11.0 - Section AAAA (R1 F-11.0 - AAAA)", "Residential Townhouse E-4.5 - Section BBBB (R3E-4.5 - BBBB)", Residential Apartment A - Section CCCC (R4A-CCCC)" and "Open Space (OS)" zones
Purpose:	To permit residential development
Property Address/Description:	Part of Lot 16, Concession 5, East of Hurontario Street
Municipality:	City of Brampton
Municipality File No.:	C06E16.004
OMB Case No.:	PL180292
OMB File No.:	PL180292
OMB Case Name:	Digram Developments Brampton Inc. v. Brampton (City)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	Digram Developments Brampton Inc.
Subject:	Proposed Plan of Subdivision - Failure of City of Brampton to make a decision
Purpose:	To permit residential development
Property Address/Description:	Part of Lot 16, Concession 5, East of

Municipality: Hurontario Street  
City of Brampton  
Municipality File No.: 21T-17006B  
OMB Case No.: PL180292  
OMB File No.: PL180293

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Digram Developments Countryside Inc.  
Subject: Application to amend Zoning By-law No. 270-2004 - Refusal or neglect of City of Brampton to make a decision

Existing Zoning: Agriculture "A"  
Proposed Zoning: Residential Single Detached F-11.0 Section AAAA (R1 F-11.0 - AAAA)", "Residential Townhouse E-4.5 - Section - 8888 (R3E-4.5 - 8888)" and "Open Space (OS)" zones

Purpose: To permit residential development  
Property Address/Description: 11223 Torbram Road  
Municipality: City of Brampton  
Municipality File No.: C06E16.007  
OMB Case No.: PL180294  
OMB File No.: PL180294  
OMB Case Name: Digram Developments Countryside Inc. v. Brampton (City)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Digram Developments Countryside Inc.  
Subject: Proposed Plan of Subdivision - Failure of City of Brampton to make a decision

Purpose: To permit residential development  
Property Address/Description: 11223 Torbram Road  
Municipality: City of Brampton  
Municipality File No.: 21T-17009B  
OMB Case No.: PL180294  
OMB File No.: PL180295

## **APPEARANCES:**

### **Parties**

City of Brampton

### **Counsel\*/Representative**

A. Wilson-Peebles and  
A.G. D'Andrea

Digram Developments Countryside  
Inc. and Digram Developments  
Brampton Inc.

M. Flowers

695904 Ontario Ltd.

K. Sliwa

**AMENDING DECISION OF THE TRIBUNAL DELIVERED BY R.G.M. MAKUCH**

[1] In accordance with Rule 24.4 of the Tribunal's *Rules of Practice and Procedure*, whereby the Tribunal may at any time and without prior notice to the parties correct a technical or typographical error made in a decision or order, the Memorandum of Oral Decision and Order ("Decision") issued on June 10, 2020, is hereby amended with consent of the parties:

- By correcting the order of the Attachments to Schedule 1 and Schedule 2 to the Decision and replacing it with Schedules 1 and 2 to this Decision.
- By correcting the spelling of the name from Yarrenton to Yarranton throughout the Decision.

[2] In all other respects the Tribunal's Decision remains the same.

*"R.G.M. Makuch"*

R.G.M. MAKUCH  
VICE-CHAIR

If there is an attachment referred to in this document,  
please visit [www.elto.gov.on.ca](http://www.elto.gov.on.ca) to view the attachment in PDF format.

**Local Planning Appeal Tribunal**

A constituent tribunal of Tribunals Ontario - Environment and Land Division  
Website: [www.elto.gov.on.ca](http://www.elto.gov.on.ca) Telephone: 416-212-6349 Toll Free: 1-866-448-2248

## SCHEDULE 1



# Local Planning Appeal Tribunal Order

**ISSUE DATE:**

**CASE NO.:**

PL180292

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Digram Developments Brampton Inc.  
Subject: Application to amend Zoning By-law No. 270-2004 - Refusal or neglect of City of Brampton to make a decision

Existing Zoning: Agriculture "A"  
Proposed Zoning: "Residential Single Detached F-11.0 Section AAAA (R1 F-11.0 - AAAA)", "Residential Townhouse E-4.5 - Section - BBBB (R3E-4.5 - BBBB)", "Residential Apartment A – Section CCCC (R4A-CCCC)" and "Open Space (OS)" zones

Purpose: To permit residential development  
Property Address/Description: Part of Lot 16, Concession 5, East of Hurontario Street

Municipality: City of Brampton  
Municipality File No.: C06E16.004  
LPAT Case No.: PL180292  
LPAT File No.: PL180292  
LPAT Case Name: Digram Developments Brampton Inc. v. Brampton (City)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990,c.P.13,as amended

Applicant and Appellant: Digram Developments Brampton Inc.  
Subject: Proposed Plan of Subdivision - Failure of City of Brampton to make a decision

Purpose: To permit residential development  
Property Address/Description: Part of Lot 16, Concession 5, East of Hurontario Street

Municipality: City of Brampton  
Municipality File No.: 21T-1700BB  
LPAT Case No.: PL180292  
LPAT File No.: PL180293



**WHEREAS** the Tribunal has received and reviewed the Affidavit of Mark Yarranton, MCIP, RPP, sworn on May 5, 2020, in support of the settlement of the above appeals;

**AND WHEREAS** the Tribunal has received submissions in support of the settlement of the above appeals from counsel to Digram Developments Brampton Inc. (“Digram”) and the City of Brampton;

**THE TRIBUNAL ORDERS** that Digram’s appeal of its zoning by-law amendment application is allowed and City of Brampton Zoning By-law 270-2004 is hereby amended in accordance with Attachment 1 to this Order;

**AND THE TRIBUNAL FURTHER ORDERS** that Digram’s appeal of its subdivision application is allowed and the Draft Plan of Subdivision prepared by KLM Planning Partners Inc., February 11, 2020, attached as Attachment 2 to this Order, is hereby approved, subject to the conditions of approval set out in Attachment 3 to this Order;

**AND THE TRIBUNAL FURTHER ORDERS** that, in accordance with s.51(56.1) of the *Planning Act*, the City of Brampton shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of s.51(58) of the *Planning Act*;

**AND THE TRIBUNAL FURTHER ORDERS** that it may be spoken to in the event that there are any issues arising from the implementation of this Order.

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TRIBUNAL REGISTRAR



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2020

To amend Comprehensive Zoning By-law 270-2004

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The Council of the Corporation of the City of Brampton ENACTS as follows  
By-law 270-2004, as amended, is hereby further amended:

1. By changing Schedule A thereto, the zoning designation of the lands as shown outlined on Schedule A to this by-law:

From:	To:
Agricultural (A)	Residential Single Detached F (H)11.6 - Section 2983 (R1F(H) – 11.6 - Section 2983);  Residential Townhouse E (H) – 6.0 – Section 2984 (R3E(H)-6.0-2984)  Residential Townhouse E (H) – 4.5 – Section 2985 (R3E(H)-4.5-2985)  Residential Apartment A (H) – 2986 (R4A(H)-2986)  Open Space OS

By adding the following Sections:

“2983 The lands designated R1F(H)-11.6-Section 2983 on Schedule A to this By-law:

2983.1 Shall only be used for the following purposes:

- 1) Shall only be used for the purposes permitted within the R1F-x zone.

2983.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;

- 2) Maximum cumulative garage door width: 5.5 metres

2983.3 The Holding (H):

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Bramalea Road and Torbram Road as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy.

2984 The lands designated R3E(H)-6.0-Section 2984 on Schedule A to this By-law:

2984.1 Shall only be used for the following purposes:

- 1) Shall only be used for the purposes permitted within the R3E-x-x zone.

2984.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;
- 2) Minimum building setback to a daylighting triangle/rounding: 1.5 metres
- 3) Minimum lot width for a lot abutting a daylighting triangle: 7.0 metres
- 4) No minimum dwelling unit width shall apply;
- 5) Minimum Interior Side Yard Width:
  - a. 1.2 metres; or
  - b. 0.0 metres abutting a side lot line that coincides with a shared common wall between two dwellings;
- 6) Maximum Lot Coverage: No requirement
- 7) Maximum garage door width: 3.5 metres

2984.3 The Holding (H) :

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.

- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
- a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Bramalea Road and Torbram Road as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy.

2985 The lands designated R3E(H)-4.5-Section 2985 on Schedule A to this By-law:

2985.1 Shall only be used for the following purposes:

- 1) Permitted uses:
  - a. Purposes permitted within the R3E-x zone
  - b. Dual Frontage Townhouse Dwelling;

2985.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;
  - 2) Minimum building setback to a daylighting triangle/rounding: 1.5 metres
  - 3) No minimum dwelling unit width shall apply;
  - 4) Minimum Rear Yard Depth 4.5 metres to any living space above a garage
  - 5) Minimum setback to a garage door: 0.0 metres when accessed from from the rear yard
  - 6) Minimum Interior Side Yard Width:
    - a. 1.2 metres; or
    - b. 0.0 metres abutting a side lot line that coincides with a shared common wall between two dwellings;
  - 7) Minimum Front Yard Depth: 3.0 metres
- For the purposes of lands zoned R3E(H)-4.5-Section 2982, the front lot line shall be deemed to be Torbram Road.
- 8) Maximum Building Height: 14.0 metres
  - 9) Maximum Lot Coverage: no requirement

10) The requirement for maintaining a minimum 0.6 metre wide permeable landscape surface abutting one side lot line shall not apply;

11) Maximum garage door width: 3.5 metres

2985.3 The Holding (H) :

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Bramalea Road and Torbram Road as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy.

2986 The lands designated R4A(H)-Section 2986 on Schedule A to this By-law:

2986.1 Shall only be used for the following purposes:

- 1) Permitted uses
  - a. Permitted uses within the R4A zone;
  - b. Townhouse Dwellings;
  - c. Rear Lane Townhouse Dwellings;
  - d. Stacked Townhouse Dwellings;
  - e. Live-work Townhouse Dwellings.

2986.2 The Holding (H):

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Bramalea Road and Torbram Road

as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy.”

ENACTED and PASSED this [enter date] day of [enter month], 2020.

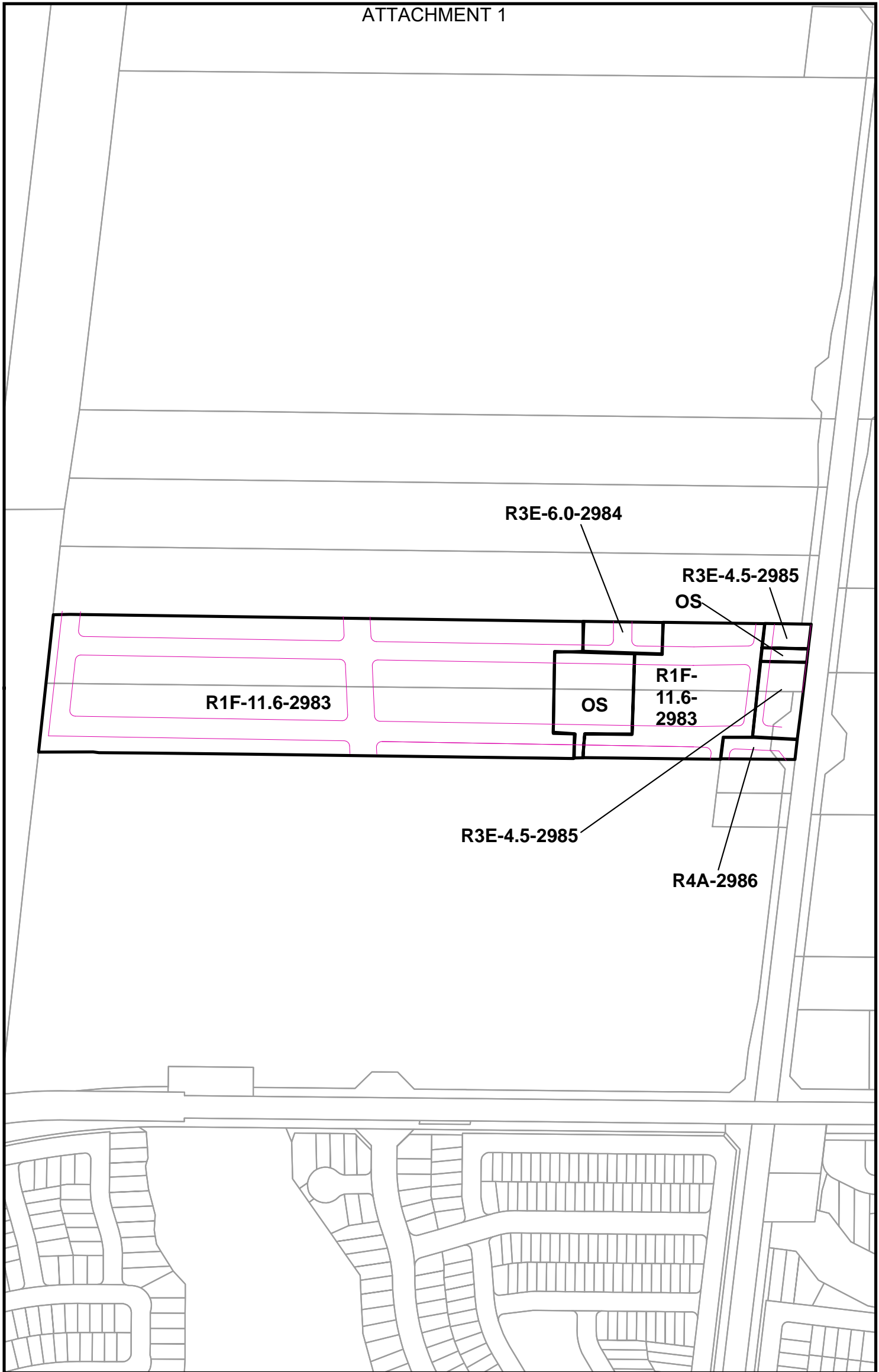
Approved as to  
form.  
20\_\_/\_/month/day  
[insert name]

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to  
content.  
20\_\_/\_/month/day  
[insert name]

\_\_\_\_\_  
Peter Fay, City Clerk

(C06E16.007)









**SCHEDULE A  
CONDITIONS OF DRAFT APPROVAL**

**DRAFT APPROVAL DATE:** Month, Day, Year

**SUBJECT:** Draft Plan of Subdivision  
Digram Developments Inc. - KLM Planning  
Partners Inc.  
City of Brampton  
City File: C05E16.004 & 21T-17006B  
Planner: Stephen Dykstra

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In accordance with By-law 216-2017 the Commissioner of Planning and Development Services of the City of Brampton has made a decision to authorize the draft approval of the above noted draft plan of subdivision subject to the following conditions.

**Approved Plan and Redlines**

1. The final plan is to generally conform to the draft plan (C05E16.004 & 21T-17006B) prepared by KLM Planning Partners Inc., dated February 11, 2020, herein referred to as 'Plan', subject to any revisions required in accordance with the conditions of Draft Plan of Subdivision approval.

**Plans and Studies**

2. The following plans and studies shall be submitted and approved by the City in accordance with the details set out below:
  - 2.1 Functional Servicing Report – Prior to sales of units
  - 2.2 Tree Inventory and Preservation Plan – prior to Registration
  - 2.3 Transportation Impact Study – prior to Registration
  - 2.4 Record of Site Condition – prior to Registration
  - 2.5 Planning Justification Report – Prior to Sale of Units
  - 2.6 Facility Fit Plans – prior to Registration
  - 2.7 Geotechnical Study – prior to Registration
  - 2.8 Preliminary Hydrogeological Investigation Report – prior to Registration
  - 2.9 Architectural Control Compliance – prior to Sale of Units
  - 2.10 Noise Attenuation Statement – Prior to Registration

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**Subdivision Agreement**

3. Prior to registration, the Owner acknowledges and agrees to enter into a Subdivision Agreement and any other agreements deemed necessary by the City of Brampton, Region or any other approval authority.

These agreements shall deal with any matter and include any term or condition which an approval authority may require, where such matters, terms, or conditions, are reasonable in the opinion of the approval authority, having regard to the nature of the development proposed for the subdivision, in accordance with s.51 of the *Planning Act*. The owner shall be required in the Subdivision Agreement to comply with all applicable City standards, specifications, guidelines, manuals etc. These agreements may address matters including but not limited to the following:

- 3.1 Planning matters such as parkland/open space dedications and development, residential reserves, buffer blocks, tree preservation, trails, site development plan, utilities, architectural control, homebuyers information map, landscape plan approvals, phasing/staging of development, warning clauses and notices, all in accordance with the approved plans and studies.
  - 3.2 Engineering matters such as municipal services, road widening, construction and reconstruction, transit infrastructure, traffic signals, active transportation including but not limited to design, construction, maintenance and security, all to the satisfaction of the Commissioner, Planning and Development Services, grading, fencing, well monitoring, septic systems, waste management, pressure testing/chlorination, cost-sharing, noise mitigation and warning clauses.
  - 3.3 Financial issues such as cash contributions, levies (development charges), land dedications or reserves, securities or letters of credit; unless otherwise provided for in these conditions, all works show on the plans, except those works that are Development Credit eligible, drawings and studies referred to in these conditions, shall be at the owner's sole cost and expense.
  - 3.4 All matters required by these conditions to be included in the Subdivision Agreement shall be addressed therein through terms and conditions satisfactory to the Commissioner, Planning and Development Services. Unless otherwise indicated in these conditions, all such matters shall be provided at no cost to the City, except those works that are Development Credit eligible.
4. The Owner shall acknowledge and agree in the Subdivision Agreement that the underground and aboveground municipal services are to be constructed in accordance with the latest City standards and requirements, as applicable. Development of the lands shall be staged to the satisfaction of the City. The owner shall provide the City with comprehensive insurance coverage, a financial

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guarantee for the installation of municipal works and maintain the municipal works in accordance with Clauses 27 (Insurance), 24 (Financial) and 17 (Maintenance Periods) respectively, of the applicable standard Subdivision Agreement.

### **Fees**

5. Prior to registration of the plan, all processing and administrative fees shall be paid. Such fees will be charged at prevailing rates of approved City and Regional Policies and By-laws on the day of payment.

### **Zoning**

6. The Zoning By-law implementing the subject plan shall be approved under Section 34 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, and be in full force and effect prior to registration of the plan.

### **Easement and Land Dedication within the Plan**

7. The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey and/or dedicate any required road or highway widening, 0.3 m reserves, walkways, sight triangles, radius roundings, buffer blocks other land required for municipal purposes and utility or drainage easements within the Plan to the satisfaction of the City, Region, or other authority.
8. The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey land to the City or convey easements within the Plan from the property Owner to the City/ Region as may be required.

### **External Easements and Land Dedications**

9. The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey all necessary external easements and lands for access, drainage, servicing, utility purposes and for any other municipal purposes, as may be required, to the appropriate municipality, agency or public authority. The Owner is advised that no servicing works shall be permitted until the detailed engineering drawings are approved and external easements and lands identified on the detailed engineering drawings as being required for the proposed development of the lands are granted. All lands which are to be conveyed to the City shall be free and clear of any encumbrances, unless otherwise approved by the City.
10. The Owner acknowledges and agrees in the Subdivision Agreement to convey lands gratuitously to the City for municipal purposes, and where the lands have been so conveyed to the City, and where prior to assumption of the plan the City determines in its sole and absolute discretion that said lands (or any interest therein) are surplus to its requirements and are no longer required, then the City may re-convey said lands (or any interest therein) to the Owner, gratuitously,

provided that the Owner shall be required to pay for any fees, taxes, and/or disbursements related to the re-conveyance, including but not limited to registration fees and the cost of preparing and filing a reference plan.

11. The Owner acknowledges and agrees in the Subdivision Agreement to satisfy the City 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 the Subdivision Agreement or other agreement for municipal works.

### **Studies**

12. Prior to registration of the plan, the Owner shall provide any and all outstanding reports, plans or studies required by the City, agency or public authority, and shall update any and all plans, studies, and reports required to be updated to the discretion of the City, to the satisfaction of the applicable commissioner, and shall implement all recommendations of such updated plans, studies and reports, including but not limited to gratuitously conveying additional lands and easements to the City, all to the satisfaction of the applicable Commissioner, in consultation with any applicable agency and/or public authority.

### **Archaeological**

13. The Owner acknowledges and agrees in the Subdivision Agreement that should any archaeological resources be discovered they may constitute a new archaeological site, and therefore be subject to Section 48 (1) of the Ontario Heritage Act. Upon the discovery of the archaeological resource(s) any alteration of the Lands must immediately be ceased, a licensed archaeologist shall be engaged to carry out the archaeological field work in compliance with Section 48 (1) of the Ontario Heritage Act, the City's Policy Division (Heritage Section) of the City's Planning & Development Services Department shall be notified.
14. The Owner acknowledges and agrees in the Subdivision Agreement that the Funeral, Burial and Cremation Services Act, 2002 requires any persons discovering human remains to notify the police or coroner and the Registrar of Cemeteries at the Ministry of Government and Consumer Services. No further work will be permitted on the Lands until such permission, in the form of a written notice from the City is provided to the Owner. The Owner agrees that it releases and forever discharges the City, its elected officials, employees, agents and contractors, and any others for whom it is responsible at law, from any and all claims, demands, actions, cause of actions and other proceedings and any liability for damages, costs and expenses for or relating to any loss which the Owner may suffer arising out of, incidental to, or in connection with:
  - a) an archaeological assessment(s) and/or field work that is inaccurate, incomplete, misleading or fraudulent; or

- b) the issuance of any written notice from the City's Policy Division (Heritage Section) of the City's Planning & Development Services Department permitting the Owner to continue to work on the Lands; or
  - c) the period of time during which the Owner is not allowed to work on the Lands.
15. The Owner acknowledges and agrees in the Subdivision Agreement to indemnify and forever save harmless the City, its elected officials, employees, agents and contractors, and any others for whom it is responsible at law from and against any claim, suit, demand, causes of action, and proceedings by whomsoever made or brought, in respect of any costs, expenses, loss, damage or injury including death as well as legal fees arising out of, incidental to or in connection with Conditions 13 (a), (b), or (c) listed above.

### **Staging**

16. Development of the plan shall be staged to the satisfaction of the City and the Region in accordance with the approved Growth Management Staging and Sequencing Strategy. In this regard provision shall be made in the subdivision agreement to allow for the registration of this plan in phases, only in accordance with the approved Growth Management Staging and Sequencing Strategy (GMSSS).
17. Prior to registration that the implementing conditions included within the approved GMSSS, as amended from time to time, are fulfilled. This includes, but is not limited to, the timing of Inspire Boulevard and its associated intersections, servicing to the satisfaction of the Commissioner of Planning and Development Services.

### **Drawings**

18. Prior to registration, the Owner shall submit drawings to the satisfaction of the City in consultation with the applicable agency and/or public authority for approval.

### **Servicing**

19. Prior to registration of the plan, the recommendations of the approved Functional Servicing Report shall have been incorporated into all engineering plans.

### **Cost Sharing**

20. Prior to registration of the plan, the Owner shall enter into a Landowners Cost Sharing Agreement (and/or other agreements) to the satisfaction of the Commissioner of Planning and Development Services, and sign the Agreement (and/or other agreements), and provide the City's Planning & Development Services Department with a written acknowledgment from the Trustee appointed pursuant to the agreement, that the Owner has signed the agreement and has delivered the deeds or made the payments required by the agreement, and that the plan may be released for registration.

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**Site Grading/Erosion and Sediment Control By-law**

21. The Owner acknowledges and agrees in the Subdivision Agreement to be responsible for the proper drainage of all lands abutting the plan. An overall lot/block grading plan must be prepared by the Owner's Engineering Consultant to form part of the Subdivision Agreement.

**Storm Drainage**

22. The Owner acknowledges and agrees in the Subdivision Agreement that Storm Drainage Storm sewer works including connections to each lot and building block shall be designed in such a manner and be of adequate size and depth to provide for the drainage of the weeping tiles, for the development of all lands lying upstream within the watershed and/or provide for the drainage of such areas as may be designated to the satisfaction of the Commissioner of Public Works & Engineering.
23. Prior to registration, as a part of detailed processing of servicing submissions, the Owner's consultant shall submit a drawing outlining the proposed overland flow route on these lands. The internal route is to coincide with roadways as much as possible. Should this route direct drainage along a lot's side lot line, the size of the concerned lot(s) is to be increased in width to account for this route in addition to the usual lot sizes. All overland flow routes to be located on private lands shall be covered by a municipal easement to the satisfaction of the City and the appropriate Conservation Authority. All storm drainage shall be conducted to an outlet considered adequate in the opinion of the Commissioner of Public Works & Engineering.
24. Prior to registration or servicing, the Owner shall have an approved Stormwater management outlet and pond constructed in accordance with the approved Block Plan or other stormwater management solutions to the satisfaction of the Commissioner of Public Works and Engineering.

**Sanitary and Water Service**

25. Prior to registration or servicing, the Region shall confirm to the City that all portions of this Draft Plan will be provided with adequate water and sanitary servicing.

**Construction /Staging/Traffic Route**

26. The Owner acknowledges and agrees in the Subdivision Agreement to submit plans for construction staging areas, staging and construction vehicle parking to the City's satisfaction. The construction access shall be provided only in a location approved by the City and Region.

27. The Owner acknowledges and agrees in the Subdivision Agreement to be responsible for maintaining City roadways within and in the vicinity of this development in a state satisfactory to the Commissioner of Public Works & Engineering until all construction and building activity is complete. Securities shall be included in the Security & Payment Statement section of the Subdivision Agreement.
28. Prior to registration, the Owner shall submit a construction access and the route for same will be finalized during processing of detailed engineering submissions to the satisfaction of the Commissioner of Public Works & Engineering.
29. The Owner acknowledges and agrees in the Subdivision Agreement that the construction access shall remain open at the discretion of the Commissioner of Public Works & Engineering.

### **Road Design**

30. The Owner acknowledges and agrees in the Subdivision Agreement that all internal roads shall be constructed by the Owner and shall have asphalt pavement complete with concrete curbs and gutters designed and constructed in accordance with the latest Ontario Provincial Standards and/or City standards and requirements, as applicable. The horizontal and vertical alignments of all roads, including their relative intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern may be required to accommodate intersection alignments and locations specified for bus bays and loading platforms. All connecting roads shall be located such that they align precisely with their continuation beyond the limits of this Draft Plan. . Street 4 and Street 6 intersections with Street 3, have been reviewed by City Staff and have been located such that they will allow for the extensions of these Streets to align precisely with their continuation beyond the limits of this Draft Plan.
31. The Owner acknowledges and agrees in the Subdivision Agreement to sodding or seeding of the boulevards and private Lands/Maintenance of Undeveloped Lands.
32. The Owner acknowledges and agrees in the Subdivision Agreement that all portions of road allowance not covered by roads, sidewalks, splash pads, etc. shall be placed with a minimum of 150 mm of topsoil and sodded with number 1 nursery sod.
33. Prior to registration, the Owner shall submit to the City securities to ensure that each of the lots will be sodded and topsoiled to City standards with driveways being provided. A security is to be established at time of detailed processing and is to be maintained with the City until substantial completion of the lots, and the securities reduced at the discretion of the Commissioner of Public Works & Engineering. Lots and blocks with which there are no immediate development

proposals shall be graded, seeded and maintained to the satisfaction of the Commissioner of Public Works & Engineering, and securities shall be included in the Security & Payment Statement of the Agreement to guarantee this.

### **Community Postal Boxes**

34. Prior to registration, the Owner shall submit servicing drawings identifying the Community Postal Delivery Box locations as approved by Canada Post and are to be installed to City and Canada Post requirements by the Owner when required by Canada Post or when constructing aboveground works, whichever is appropriate.

### **Preservicing**

35. The Owner acknowledges and agrees in the Subdivision Agreement that preservicing will not be permitted until satisfactory arrangements have been made to the satisfaction of the Commissioner of Public Works & Engineering for the necessary outlets for the municipal services and adequate access roads to service the lands. Preservicing will not be permitted until the zoning for the development of the lands is in effect or has been approved by the Local Planning Appeal Tribunal and that zoning is in full force and effect. Any external land dedications or easements required to service the property must be obtained by the Owner and conveyed gratuitously to the City or the Region prior to the commencement of preservicing of the lands.

### **Street Lighting**

36. Prior to registration, the Owner shall submit a street lighting plan in accordance with the City's latest standards and requirements. In addition to streetlighting within the plan, the facilities at the intersections of the proposed road(s) with the boundary roads are to be examined and if necessary, upgraded.

### **Brampton Transit**

37. The Owner acknowledges and agrees in the Subdivision Agreement to provide transit infrastructure at the Owner's expense, to the City's satisfaction per Brampton Standard Drawing #260, where identified.

### **Noise Attenuation**

38. Prior to registration and first engineering submission and prior to the Owner entering into any Purchase and Sale Agreements, the Owner shall submit a final Noise Feasibility Study, to the satisfaction of the City and Region. The study shall address methods of dealing with acoustical aspects evolving from all noise sources. The report should also detail the type of noise attenuation to be implemented for all noise sources. A copy of this report shall be provided to the City's Chief Building Official.



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39. The Owner acknowledges and agrees in the Subdivision Agreement that the noise control measures and noise warnings recommended by the Noise Feasibility Study shall be implemented to the satisfaction of the City and Region, as required.
  40. The Owner acknowledges and agrees in the Subdivision Agreement the following clause in the Noise Schedule of the Subdivision Agreement: "Prior to the issuance of any Building Permits, the Owner agrees to submit the City's Chief Building Official with a certificate certifying that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved noise report and the approved plans".
  41. Prior to registration, the Owner shall submit a Noise Attenuation Statement to the satisfaction of the City, a copy of which shall be submitted to the City's Chief Building Official.
  42. Prior to the issuance of any building permits, the Owner shall provide to the City's Chief Building Official with a certificate indicating that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved Noise Feasibility Study and the approved plans.

### **Architectural Control**

43. Prior to sale of units, the Owner shall implement the Architectural Control Guidelines for Ground Related residential Development, the Development Design Guidelines (Chapter 7) and Architectural Control Protocol Summary (Appendix 2 – Architectural Control report), as per the City's By-law 177-2008. The Owner agrees to the following:
  - a) Select an approved Control Architect from the short list of firms established by the City;
  - b) The Control Architect shall organize information meeting with the builders, Designers, key stakeholders and City staff to identify the City's expectations, key issues and, the process and milestones of Architectural Control Compliance. Written confirmation of the participant's attendance and their understanding of the entire process will be provided to the City.
  - c) The Control Architect shall submit a Clearance Letter to the City, certifying their preliminary review and approval of models;
  - d) To pay all associated fees to the City, as per By-law 110-2010;
  - e) After registration, the Control Architect shall submit to the City during construction, Quarterly Site Monitoring reports; and

- f) Upon completion of the Subdivision, the Control Architect shall submit to the City a final Completion Letter.
44. The Owner acknowledges and agrees in the Subdivision Agreement to implement the final Community Design Guidelines, including, but not limited to the provision of appropriate building architecture, landscape treatments and other arrangements to accommodate the consolidation of street accessories such as newspaper boxes, mail boxes, utility boxes, etc., to the satisfaction of the Commissioner of Planning & Development Services. In this regard, minor revisions to the plan may be necessary to provide sufficient space for such features.

### **Street Naming**

45. Prior to registration, the Owner agrees that the street names shall be approved by the City's Street Naming Committee and included on the final draft plan.

### **Environmental**

46. Prior to registration and the initiation of any grading or construction on the site, the Owner shall install adequate sediment and erosion control measures to the satisfaction of the City and Toronto and Region Conservation Authority (TRCA). These measures shall remain in place until all grading and construction on the site are completed or stabilized to the satisfaction of the City and Toronto and Region Conservation Authority (TRCA).

### **Stormwater Management**

47. Prior to registration and any site grading or servicing taking place as part of the first engineering submission, the Owner shall complete a Stormwater Management Report, which describes the existing and proposed stormwater drainage systems for the proposed development to the satisfaction of the City Development Engineering Services.
- i) Confirmation of the existing drainage pattern and outlet location of the site, to the satisfaction of the TRCA and the City's Development Engineering Services.
  - ii) The proposed servicing, grading and design of the Stormwater Management pond including its size, location and outlet configuration for the interim and ultimate development conditions, to the satisfaction of the TRCA and the City's Development Engineering Services.
  - iii) The proposed stormwater management strategy of the site shall not aggravate and/or create adverse effects on adjacent properties without the consent of all affected landowners.

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**Transportation**

48. Prior to registration, in conjunction with the first engineering submission of detailed drawings, the Owner shall submit a final Transportation Impact Study, to the satisfaction of the City's Engineering Division. Designs are to adhere to the City standards and requirements and must include immediate adjacent right-of-way, including lane configurations, sidewalks, curb radii, driveway locations, pavement markings, visitor parking and signage, in addition to interim and ultimate lane configurations subject to City standards or alternate satisfactory arrangements as determined by the City's Engineering Division.
49. The Owner acknowledges and agrees in the Subdivision Agreement to make satisfactory arrangements with the adjacent lands for reciprocal access and servicing easements over the permanent private road access when required by City's Engineering Division.
50. Prior to registration, the Owner shall demonstrate to the satisfaction of the Director of Environment & Development Engineering Division, and the Development Services Division how the plan will have temporary access to the greater public road network and municipal services.

**Access & Site Servicing – Sale of Lots / Blocks**

51. The Owner acknowledges and agrees in the Subdivision Agreement that the registration and development of this plan is dependent on the services provided on the adjacent plans for access and servicing. Prior to the adjacent plans to the North, East and South providing the required access and services, the Owner agrees to:
  - a) Not offer for sale to the public any Lots or Blocks in this plan until the owner has obtained an easement or provided in full to the satisfaction of the City's Commissioner of Public Works & Engineering, in favour of the City, from the affected land owners to the north, east and south as required, for a storm water management facility, outlet, and overland flow route supporting the servicing of this plan.
  - b) Not offer for sale to the public any Lots or Blocks in this plan until the owner has obtained an easement or satisfactory arrangements to the satisfaction of the City's Commissioner of Public Works & Engineering, in favour of the City, from the affected land owners to the north, east and south as required, for vehicular access.
  - c) Not offer for sale to the public any Lots or Blocks in this plan until the holding provisions within the Zoning By-law have been lifted.

**Streetscaping**

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52. The Owner acknowledges and agrees in the Subdivision Agreement to make satisfactory arrangements with the City, to provide street trees along all internal streets within the plan and immediately abutting boulevards of adjacent streets. The Owner shall comply with the recommendations of the approved Community Design Guidelines to the satisfaction of the City.
  53. The Owner acknowledges and agrees in the Subdivision Agreement to implement, at the Owner's expense, all works shown on the approved streetscape plans in accordance with the Subdivision Agreement and the approved Community Design Guidelines and shall include the implementation of all applicable boulevard and buffer planting, and entry features including all structures and planting to the satisfaction of the City
  54. The Owner acknowledges and agrees in the Subdivision Agreement that prior to issuance of final acceptance of all landscape works the Owner shall submit as-built drawings in the form of digital files for all dedicated open space, landscape buffer blocks, etc. The submission of these drawings will meet the latest digital standards as prescribed by the City.
  55. The Owner acknowledges and agrees in the Subdivision Agreement that prior to assumption, any material identified in the Tree Evaluation Report as hazardous, or identified for removal for accessibility or safety reasons, and any deleterious materials and debris not normally found in a NHS lands, as determined by the City, shall be removed at the Owner's expense.

### **Fencing**

56. Prior to registration, the Owner shall submit detailed engineering and landscape plans for the development of fencing on all lots and blocks to the satisfaction of the Director of Environment and Development Engineering. The Owner shall not be eligible for development charges credit against work performed, in accordance with City Standards and the current Development Charges By-Law.

### **Landscape Works**

57. Prior to registration, the Owner shall pay a maintenance fee for any landscape items deemed necessary by the Owner, but which exceeds the City standard. This may include, but not be limited to special entry features structures, irrigation systems, acoustical walls and architectural landscape elements located on public property.
58. The Owner acknowledges and agrees in the Subdivision Agreement that prior to issuance of final acceptance of all landscape works, the Owner shall submit as-built drawings in the form of digital files for all dedicated park, open space, stormwater management, entry feature, landscape buffer blocks, etc. The

submission of these drawings will meet the latest digital standards as prescribed by the City.

59. The Owner shall implement, at their expense and to the satisfaction of the City, all works shown on the approved streetscape plans in accordance with the Subdivision Agreement and the approved *Countryside Villages Block Plan 48-2 Community Design Guidelines* (where applicable) and will include the implementation of boulevard and buffer planting, and entry features including all structures and planting.
60. In conjunction with plan registration, the Applicant is responsible for the development of all dedicated parks (e.g. Neighbourhood parklands, stormwater management) in accordance with the approved plans.

*N.B The Applicant shall be entitled to compensation for select works in accordance with the most recently approved Development Charge Background Study document. Where applicable, arrangements for development charge credits/compensation select works will be concluded upon in conjunction with the development of the block. The identified works shall be completed within twelve (12) months of the first building permit being issued for any lot or block in the plan of subdivision, unless an extension has been granted in writing by the City or unless a more rapid delivery of the (e.g. park/valleyland) block(s) is required to service existing residents.*

61. Following completion of park development works, the Owner shall invoice the City for the cost of all DC eligible works completed, not including components considered to be non-standard, which are the sole cost of the developer. The City will inspect the works for completion and issue payment in accordance with the approved cost estimates. Notwithstanding the date upon which works are completed, no payment shall be made to the Owner as compensation payable for the design and construction of identified works until after completion and sign off by the City and approval of the funding for such works in the City's Capital Budget

### **Building Permits**

62. The Owner acknowledges and agrees in the Subdivision Agreement that prior to the issuance of Building Permits, the Owner agrees to make satisfactory arrangements with the Realty Services Section of the Buildings and Property Management Department and the Finance Department with respect to the payment of Cash-In-Lieu of Parkland in accordance with the required Parkland Dedication within Condition 73.

### **Signage**

63. Prior to registration and in conjunction with the first engineering submission, the Owner shall erect and maintain signs in accordance with the provisions of the

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Subdivision Agreement by and at the expense of the Owner and in the following locations and in the following manner:

- a) On Park Block (Block 173) indicating it will be developed as part of a Park containing an active park. This Block will receive regular maintenance such as the periodic removal of paper and debris, vegetation removal and grass cutting.

For more information, please contact the Manager of Environmental Planning, City of Brampton, Environment and Development Engineering Division at (905) 874-2050.

- b) A name for the park block shall be selected from the list of Council approved names. Park Planning and Development will identify and finalize names for the identified blocks, in conjunction with the applicant, Development Services and in accordance with the Parks and Open Space Naming Policy, prior to Registration. In this regard, the following blocks have been identified and the following names are recommended:
  - a. Park Block 173 - to be determined

### **Utilities**

64. The Owner acknowledges and agrees in the Subdivision Agreement that prior to preservicing and/or execution of the Subdivision Agreement, the owner shall name his/her telecommunication provider. As part of the first engineering submission, the City will also request telecommunications providers that have entered into a Letter of Understanding or a Municipal Access Agreement with the City whether they intend to install their plant within the streets of the proposed subdivision.
65. The Owner acknowledges and agrees in the Subdivision Agreement to permit the telecommunication providers named by the City to locate their plants within the streets of the proposed development. The Owner, under separate arrangements or agreement with the various utility companies, is to determine the precise extent of their requirements.
66. The Owner acknowledges and agrees in the Subdivision Agreement that to submit in writing evidence to the Commissioner of Public Works & Engineering that satisfactory arrangements have been made with the Telecommunications provider, Cable TV, Gas and Hydro for the installation of their plant in a common trench, within the prescribed location on the road allowance.

### **Open Space**

67. Prior to registration, the Owner shall submit an addendum to the Community Design Guidelines (CDG), prepared by a qualified architect to the satisfaction of

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the Commissioner of Planning & Development Services, in accordance with City standards. The addendum shall include:

- a) Concept Plans/Facility Fit Plans for Park Block 173,
  - b) Updates to the existing plans within the CDG and the costs matrix as applicable.
68. Prior to registration, the Owner shall submit a final Sustainability Score and Summary to the satisfaction of the Director of Environment & Development Engineering. The Sustainability Score and Summary shall comply with the latest requirements set out by the City for the development of such documents.
  69. Prior to registration and in conjunction with the first engineering submission, the Owner agrees to install and maintain notification signage, to City standards, advising future residents of the future uses of all identified open space and stormwater management blocks. The signs will be installed on the subject block(s), along all public road frontages, and will state the name of the City of Brampton, provide a schematic of the facilities (if any) to be included on the subject block, the telephone number where additional information can be obtained and the date the sign is installed.
  70. The Owner acknowledges and agrees in the Subdivision Agreement to provide fencing, at the Owner's expense, in accordance with the City's Fencing Policy, for incorporation into the landscape drawings' submission, to the satisfaction of the Director of Environment & Development Engineering.
  71. Prior to registration, the Owner shall submit detailed working drawings for all identified landscape buffer blocks, streetscape plantings, walkways and fencing to the satisfaction of the applicable approving departments and in accordance with the latest City standards. Fencing shall be included along any properties where they abut the Draft Plan, subject to the approval of the existing property Owners. The Owner shall comply with both the Concept Plan Facility Fit Plan approved and/or the recommendations of the approved CDG.
  72. Prior to registration, and in conjunction with the final landscape submission, the Owner shall provide street trees along all internal streets within the subject plan and along immediately abutting streets, including the implementation of boulevard and buffer plantings, and entry features (where applicable). The Owner shall comply with the recommendations of the approved CDG (as amended and as applicable).
  73. Prior to registration, and in conjunction with the final landscape submission, the Owner shall provide a detailed summary of all areas of open space, park, 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 to become the City's responsibility to maintain.

74. Prior to registration, the Owner shall provide restoration-planting drawings that detail compensation plantings for tableland trees to be removed to accommodate the development. Compensation plantings shall be in accordance with the City's compensation planting standards and provided by the Owner at no cost to the City.
75. All identified parks shall be conveyed to the City in a form and condition satisfactory to the Director, Environment and Development Engineering.

### **Parkland Dedication**

76. The Owner acknowledges and agrees in the Subdivision Agreement to adhere to the Parkland Dedication requirements in accordance with the Planning Act R.S.O. 1990, c.P.13 as amended and the City's Parkland Dedication By-law, as amended. The current Plan yields a projected Parkland Dedication requirement of 0.493 ha (1.219 ac.), based on the Section 51.1 of the Planning Act. The Applicant shall convey Blocks 173 to the City, as partial fulfillment of the Parkland Dedication requirements. This results in a projected Parkland under-dedication of 0.063 ha (0.1557 ac.). Prior to registration, the Applicant shall be required to compensate the City in accordance with the Parkland Dedication By-law (as amended) and the City's current policies for the projected under-dedication balance, in the form of a Cash In Lieu of Parkland Payment.

*Final calculations will be undertaken as part of the Subdivision Agreement review process.*

### **Building**

77. Prior to registration, the Owner shall remove any existing buildings on the subject lands that will not conform to the requirements of the Zoning By-law after registration of the plan.
78. Prior to registration and the initiation of any site grading or servicing, the Owner shall submit to the City's Environment and Development Engineering Division, a final detailed soils investigation prepared by a qualified geotechnical engineer. A copy of the soils report shall be submitted to the City's Chief Building Official.
79. Prior to registration and the initiation of any site works, the Owner shall submit for approval to the City's Director of Environment and Development Engineering:
  - i. A Phase 1 Environmental Site Assessment, in compliance with the most current regulations;



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- ii. A Phase 2 Environmental Site Assessment if required as a result of the Phase 1 Environmental Site Assessment, in compliance with the most current regulations;
  - iii. A decommissioning report if contaminated material has been identified and is removed, or alternatively, a copy of the Certificate of Property Use approved by the Ministry of Environment and Climate Change.
80. Prior to registration, Owner shall submit confirmation to the City's Director of Environment and Development Engineering of the filing of the Record of Site Condition and the Environmental Site Registry in compliance with most current regulations. A copy of the Environmental Site Assessments shall be submitted to the Director of Environment and Development Engineering.
81. The Owner acknowledges and agrees in the Subdivision Agreement that prior to the initiation of any site grading or servicing, to submit a report identifying all existing water wells and private sewage disposal systems on the Draft Plan lands. The Owner shall agree to provide verification to the satisfaction of the City's Chief Building Official that all wells and septic systems identified have been decommissioned in accordance with all applicable laws and regulations.
82. The Owner acknowledges and agrees in the Subdivision Agreement that where a building still incorporating all exposed basement is proposed, the external treatment of the exposed basement shall be consistent with exterior treatment of the balance of the structure.
83. The Owner acknowledges and agrees in the Subdivision Agreement that for those lots designated as fire break lots by the City's Building Division in the direction of this superstructure shall be permitted only upon the approval of the City's Chief Building Official.
84. Prior to the issuance of any building permit, the Owner shall submit an engineering report to the satisfaction of the City's Chief Building Official indicating special foundation requirements if any to support structures that may be erected on disturbed ground or lots/blocks where filling has occurred.

### **Municipal Addressing**

85. Prior to registration, the Owner shall forward the proposed plan of subdivision to be registered in digital format (Autocad) to the GIS Services in the City's Digital Innovation & Information Technology Department.

### **Toronto and Region Conservation Authority (TRCA)**

### **Red-line Revisions**

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86. The final Plan shall be in general conformity with the draft Plan prepared by KLM Planning Partners Inc., dated October 16, 2019 , and will be revised, prior to a request for clearance for registration of any phase of this plan, to:
- a) meet the requirements of TRCA's conditions, including the adjustment of lot lines to the satisfaction of the City of Brampton and TRCA as a result of the completion of the Functional Servicing Report (FSR) and associated studies.
87. Prior to registration of the Plan of Subdivision, revise the M-Plan to show the adjusted lot lines, additional blocks and any other required revisions to the satisfaction of the City and the TRCA.

Prior to Works Commencing

88. That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
- a) A Functional Servicing Report (FSR) that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan, Environmental Implementation Report (EIR) and TRCA requirements. This report shall include:
    - i. plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how target flows as per the hydrologic studies will be achieved during and post-development.
    - ii. 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, including how it relates to terrestrial and aquatic species and their habitat, in addition to natural features and systems.
    - iii. proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction, in accordance with the current Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included.
    - iv. location and description of all outlets and other facilities, grading, site alterations, development, infrastructure (including water and wastewater.

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- v. sewer mains), which are required to service or facilitate the development of the subject lands, which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, with all supporting technical information.
  - vi. mapping of proposed interim and ultimate stormwater management measures, with consideration for existing vegetation to be disturbed, grade differentials and grading required.
  - vii. 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.
  - viii. the integration of Low Impact Development (LID) measures and the employment of source and conveyance controls to mimic, to meet the target rates, including infiltration, as per the Block Plan Environmental Implementation Report (EIR) to the satisfaction of the TRCA.
  - ix. Preliminary plans illustrating Erosion and Sediment Control measures including construction staging and phasing.
  - x. A groundwater constraint assessment that will examine existing and proposed ground water levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. Interactions between untreated (or insufficiently treated) surface and groundwater, shallow ground water, and dewatering requirements must be identified, with refinements and/or revisions made as necessary to the stormwater management system to mitigate against any potential impacts, to the satisfaction of the TRCA. No permanent dewatering of groundwater or interflow associated with any component of this development shall be permitted. The need for liners and/or plugs associated with the stormwater management system shall be assessed, and suitable liners and/or plugs shall be provided where necessary. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated.
  - xi. Information detailing all anticipated temporary dewatering that may be required during the construction phase, including anticipated volumes, duration, discharge locations, and filtration media - as required, to the satisfaction of the TRCA, for the purposes of determining whether a TRCA permit and/or Fisheries Act review is required.

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- xii. Overall site-level Water Balance analysis that will identify measures that will be implemented during pre and post development that:
- 1) mimic the pre-development surface and groundwater water balance for the overall site to meet the target rates, including infiltration, as per the Block Plan EIR to the satisfaction of the TRCA;
  - 2) maintain pre-development flow regimes and hydroperiods (e.g. quality, volume, rate, duration, timing, frequency and spatial distribution of water) to significant natural features;
  - 3) demonstrate how post-development conditions will retain a minimum of the first 5 mm of rainfall over the entire site, including best efforts for infiltration measures to the satisfaction of the TRCA;
  - 4) mitigate against any potential on-site or downstream erosion associated with the stormwater management system;
  - 5) maintain baseflow contributions at pre-development levels, duration and frequency, in all areas of affected watercourses to the satisfaction of TRCA staff; and
  - 6) provide detailed design of the system(s), and implementation information and measures.
- xiii. An overall monitoring plan that outlines short (i.e. during construction), medium and long term (i.e. post-construction and operational) monitoring activities and responsibilities.
- b) That the size and location of all Low Impact Development (LID) measures associated with this development be confirmed to the satisfaction of the TRCA and the City of Brampton. And, if required to meet TRCA requirements, red-line revisions be made to the plan to provide for necessary blocks within the Plan, or modify their size or configuration into surrounding lands within this subdivision which are currently proposed for development.
  - c) Confirmation be provided with respect to whether permits and/or permissions are required from the Ministry of Natural Resources and Forestry (MNR) under the Endangered Species Act. And, that the applicant commit to attaining all necessary approvals and permissions from the MNR, and from Fisheries and Oceans Canada that may be required for this development, its servicing, or any component thereof.
  - d) That the applicant attain all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required, and those related to any associated infrastructure or stormwater

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management works required to support this development that may be located off of the subject property, prior to request for registration of this Plan or any phase thereof.

### Subdivision Agreement

89. That the owner agree in the subdivision agreement, in wording acceptable to the TRCA:
- 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 control 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 Ontario Regulation 166/06 from the TRCA, in addition to all permits and approvals from Fisheries and Oceans Canada, and the MNRF;
  - f) to implement all water balance/infiltration measures identified in the water balance study that is to be completed for the subject property.
  - g) to design a monitoring protocol and provide the requisite funding and permissions for the construction and long-term monitoring and maintenance of the site level water balance and infiltration measures on this site (including LIDs), and to provide the requisite funding for the long-term monitoring of this system (3 years once the facility is operational) to the satisfaction of the TRCA.
  - h) that, where required to satisfy TRCA's conditions, development shall be phased within this Plan.
  - i) 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.

To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures) prior to assumption of the subdivision by the City of Brampton. And, to include appropriate clauses in all agreements of purchase and sale and/or condominium agreements, for lots or blocks on which stormwater management measures are being constructed to identify the presence of such measures and to clearly identify the owners responsibilities for long-term maintenance, and any restrictions to uses on any portion of their property that these may require.

### **Sales Office Home Information Map**

90. Prior to the offering of any lots/dwellings for sale, the Homebuyers Information Map is to be approved by the City. Owner acknowledges and agrees in the Subdivision Agreement to prepare a Homebuyers Information Map of the subdivision to be provided to City Development Services staff for review and approval, and thereafter posted in a prominent location in each sales office where homes in the subdivision are being sold. The map shall contain the following information and clauses as applicable:

- a) The proposed land uses within a subdivision based on the latest draft plan;
- b) Where applicable, a statement indicating that place of worship and school sites may be used for residential uses if they are not acquired for their original purpose within the time specified in the Subdivision Agreement;
- c) The immediately surrounding existing and proposed land uses;
- d) Those lots or blocks that have existing and potential noise environmental problems based on the Noise Feasibility Study, including all relevant warning clause is on the map;
- e) The approximate locations of noise attenuation walls and berms;
- f) The approximate locations and types of other fencing within the subdivision;
- g) Where parks and open space, stormwater management facilities and walkways are located;
- h) The types and locations or parks, valley lands and other open space passive or active and a general description of their proposed facilities and anticipated level of maintenance to be confirmed in each case with the City's Environment and Development Engineering Division;
- i) Potential locations of all Canada Post community mailboxes on corner lots except corner lots at the intersection of an arterial road;

j) The locations of all Brampton Transit routes throughout the subdivision; and

k) The proposed standard notes, using capital letters where noted below:

**“NOTICE AND ADVICE TO PURCHASERS:**

- I. THIS MAP IS INTENDED TO PROVIDE HOMEBUYERS WITH GENERAL INFORMATION ABOUT THE SUBDIVISION AND THE SURROUNDING AREA. THE FOLLOWING IS A LIST OF POTENTIAL CONCERNS THAT HOMEBUYERS MAY HAVE AND THE TELEPHONE NUMBERS AT CITY HALL IF YOU NEED MORE INFORMATION. FOR THE BEST SERVICE YOU ARE ENCOURAGED TO CALL DURING NORMAL BUSINESS HOURS WHICH ARE 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY.

**PLEASE NOTE:**

THIS MAP IS BASED ON INFORMATION AVAILABLE ON (MONTH/2020) AND MAY BE REVISED WITHOUT NOTICE TO PURCHASERS. HOWEVER, ANY CHANGE IN PERMITTED LAND-USE INVOLVES THE PLANNING PROCESS, INCLUDING PUBLIC NOTIFICATION IN ACCORDANCE WITH THE PLANNING ACT.

- ii. There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.
- iii. Some streets in the subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- iv. There may be catch basins or utility easements located on some lots/blocks the subdivision. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- v. Some lots/blocks will be affected by noise from adjacent roads, industries or aircraft and warning clauses will apply as well to purchasers. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- vi. The map shows that some of the lots/blocks affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).

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- vii. The final location of walkways or retaining walls may change without notice.
  - viii. Door to door mail delivery will not be provided in the subdivision and community mailboxes will be directly beside some lots/blocks. If you have any questions please call 1-800-267-1177.
  - ix. That sidewalks may be provided on both sides of the street while other streets will have them on only one side or not at all. If you have any questions please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - x. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - xi. There may be Brampton Transit bus routes within the subdivision with stops beside some homes. The City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions please call (905)874-2750 or email [transit@brampton.ca](mailto:transit@brampton.ca).
  - xii. Boulevard trees will be planted according to City requirements approximately 12 to 18 m apart and a tree will not necessarily be located in front of every home.
  - xiii. The offer of Purchase and Sale may contain itemized charges for features covered in the cities subdivision agreement. These features may include street trees driveway paving, siding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may be also described in general terms, such as “community aesthetics enhancements”. Despite paying this charge, the purchaser may be left without a tree on the lots/blocks in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - xiv. The City will not reimburse purchasers, nor assist in any recovery of monies paid, under any circumstance.
  - xv. 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 City of Brampton’s Environment and Development Engineering Division at (905) 874-2050.



- xvi. The Park Block (Block 173) 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 City of Brampton's Environment and Development Engineering Division at (905) 874-2050.
- xvii. The design of features on public lands may change. Features shown in the Community Design Guidelines and its associated addendum may be constructed as shown or altered, at the City's discretion, without notification to purchasers. Builders' sales brochures may depict these features differently from what is showing on the Community Design Guidelines or the as-built drawings. This City has no control over builder's sales brochures.
- xviii. The City of Brampton's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permit a driveway width for your lot.
- XIX. FOR FURTHER INFORMATION, ON PROPOSED AN EXISTING LAND USE, PLEASE CALL (905)874-2050 OR EMAIL PLANNING.DEVELOPMENT@BRAMPTON.CA.
- XX. FOR DETAILED BERMING AND GRADING INFORMATION, PLEASE CALL THE SUBDIVIDER'S ENGINEERING CONSULTANT.
- XXI. FOR DETAILED INFORMATION PERTAINING TO STREETScape, PARKS OR OPEN SPACE, PLEASE CALL THE SUBDIVIDER'S LANDSCAPE ARCHITECTURE CONSULTANT."

### **Digital Submission of Plans**

91. Prior to registration, the Owner shall submit a digital subdivision of the current draft plan, in accordance with the City's Planning & Development Services digital submission requirements.

### **Prior to the Sale of Units**

92. The Owner acknowledges and agrees in the Subdivision Agreement that prior to the sale of any units within the subdivision, to update any and all plans, studies, and reports required to be updated in the discretion of the City as set out in Condition #2, to the satisfaction of the applicable commissioner. Furthermore, the Owner shall implement all recommendations of such updated plans, studies and reports, including but not limited to gratuitously conveying additional lands and easements to the City, all to the satisfaction of the applicable Commissioner prior to the sale of any units within the subdivision.

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**Final Homebuyers Information Map**

93. Prior to registration, the Owner shall prepare a detailed final Homebuyers Information Map, based on the final plan, and approved by the City to replace the Preliminary Homebuyers Information Map in all affected sales offices. This map shall contain the following information:
- a) All of the information required on the preliminary map;
  - b) The locations of all sidewalks and walkways;
  - c) The locations of all rear yard catch basins and utilities easements on private property where applicable;
  - d) The locations of all above ground utilities;
  - e) The location of the park;
  - f) The locations of all bus stops if known; and,
  - g) The final locations of all Canada post community mailboxes
94. The Owner acknowledges and agrees in the Subdivision Agreement to ensure that each builder selling homes within the subdivision:
- a) Provides prospective purchasers with a notice from the City in the prescribed format that includes all of the notes required on the Homebuyers Information Map; and,
  - b) Attach a copy of the Preliminary Homebuyers Information Map to each offer of Purchase and Sale Agreement.
95. The Owner shall include the following warnings in bold type in all offers of Purchase and Sale for all lots/blocks within the plan:
- a) There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.
  - b) Some streets in the subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - c) There may be catch basins or utility easements located on some lights in the subdivision. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - d) Some lots/blocks will be affected by noise from adjacent roads, industries or aircraft and warning clauses will apply as well to purchasers. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).

- e) Some lots/blocks will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- f) The final location of walkways or retaining walls may change without notice.
- g) Door to door mail delivery will not be provided in the subdivision and community mailboxes will be directly beside some lots/blocks. If you have any questions please call 1-800-267-1177.
- h) Some streets will have sidewalks on both sides while others will have them on only one side or not at all. If you have any questions please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- i) The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- j) There may be Brampton Transit bus routes within the subdivision with stops beside some homes. The City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions please call (905)874-2750 or email [transit@brampton.ca](mailto:transit@brampton.ca).
- k) Boulevard trees will be planted according to City requirements approximately 12 to 18 m apart and a tree will not necessarily be located in front of every home.
- l) The offer of Purchase and Sale may contain itemized charges for features covered in the cities subdivision agreement. These features may include street trees driveway paving, siding, fencing, noise barriers, or gateway features, etc., on the public right of way. They may be also described in general terms, such as "community aesthetics enhancements". Despite paying this charge, the purchaser may be left without a tree on the lot/block in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- m) The City will not reimburse purchasers, nor assist in any recovery of monies paid, under any circumstance.

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- n) That the subdivision is not currently serviced by required infrastructure (water, septic, roads), and the construction of homes cannot commence until the completion of such infrastructure. The date of construction of the infrastructure, and thus the homes in the subdivision, is unknown at this time. The City will not be responsible for any costs incurred by purchasers related to the timing of construction of the required infrastructure and/or of the homes in the subdivision.
  - o) The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, at the City's discretion, without notification to purchasers. Builders' sales brochures may depict these features differently from what is showing on the community design guidelines or the as-built drawings. This City has no control over builder's sales brochures.
  - p) The City of Brampton's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permit a driveway width for your lot.
  - q) The Owner/developer 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 City of Brampton's Environment and Development Engineering Division at (905) 874-2050.
  - r) The Park Block (Block 173) may contain active recreational. 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 City of Brampton's Environment and Development Engineering Division at (905) 874-2050.

### **Dufferin-Peel Catholic District School Board**

96. Prior to registration, the Owner shall undertake the following to the satisfaction of the Dufferin-Peel Catholic District School Board:

- a) The Owner shall agree in the subdivision agreement to erect and maintain information signs at all major entrances to the proposed development advising of the following:

"Notice: Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available."

These signs shall be to the Dufferin-Peel Catholic District School Board's specifications, at locations determined by the Board and erected prior to

registration.

- b) The Owner shall include the following warning clauses in all offers of Purchase and Sale of residential lots:
- i). “Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.”
  - ii). “That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.”

### **Peel District School Board**

97. Prior to registration, the Owner shall undertake the following to the satisfaction of the Peel District School Board:
- a) The Owner shall agree to erect and maintain signs at the entrances to the development which shall advise prospective purchasers that due to present school facilities, some of the children from the development may have to be accommodated in temporary facilities or bused to schools, according to the Board’s Transportation Policy.
  - b) The Board requires that the following clauses be placed into any agreements of sale and purchase entered into with regard to any units in this plan to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the Plan:
    - i). “Whereas despite the best efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board’s Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine the exact schools.”
    - ii). “The purchaser agrees that for the purposes of transportation to school, the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Board.”

**Canada Post**

98. Prior to registration, the Owner shall undertake the following to the satisfaction of Canada Post:
- a) Make satisfactory arrangements with Canada Post and the Director of Environment and Development Engineering, for the provision of suitable sites for the installation of Canada Post Community Mailboxes, which are not in conflict with any other utility (including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements and bus pads), and shall indicate these locations on the appropriate servicing plans, including the granting of any easements as deemed applicable that may be required in order to locate the Canada Post Community Mailboxes with a safe setback from the travelled portion of roadways.
  - b) Prior to offering any of the residential units for sale, the Owner agrees to place a 'Display Map' on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the City of Brampton.
  - c) Provide the following for each Community Mailbox site, as per Canada Post and City of Brampton standards:
    - i) an appropriately sized sidewalk section (concrete pad), per municipal standards, to place the Community Mailbox on;
    - ii) any required walkway across the boulevard, as per municipal standards; and
    - iii) any required curb depressions for wheelchair access.
  - c) Determine, provide and maintain a suitable and safe temporary Community Mailbox location(s) to Canada Post's satisfaction. This temporary site will be utilized by Canada Post until the above mentioned criteria is completed at the permanent Community Mailbox site locations. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
  - d) Include in all offers of Purchase and Sale a statement advising the prospective new home purchasers that mail delivery will be from a designated community mail box, include exact locations of each of these community mailbox locations, and advise any affected homeowners of any established easements granted to Canada Post.

**Enbridge Gas Distribution**

99. Prior to registration, the Owner shall undertake the following to the satisfaction of Enbridge Gas Distribution:
- a) The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea20@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
  - b) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
  - c) Easement(s) are required to service this development and any future adjacent developments. The Owner will provide all easement(s) to Enbridge Gas Distribution at no cost.
  - d) In the event a pressure reducing regulator station is required, the Owner is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea20@enbridge.com.
  - e) The Owner will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

**Rogers Telecommunications**

100. Prior to registration, the Owner shall undertake the following to the satisfaction of Rogers Communications:
- a) At its own cost, grant all necessary easements and maintenance agreements required by those CRTC-licensed telephone companies and broadcasting distribution companies intending to serve the Subdivision (collectively the "Communications Service Providers").
  - b) In consultation with the applicable utilities and Communications Service Providers, prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Subdivision, as well as

the timing and phasing of installation.

### **Bell Canada**

101. Prior to registration, the Owner shall undertake the following to the satisfaction of Bell Canada:
- a) The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication / telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
  - b) That Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are located to the street line.
  - c) Prior to commencing any work, the Owner shall confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Owner shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.

### **Alectra Utilities**

102. The following conditions shall be included in the Subdivision Agreement to the satisfaction of Alectra Utilities:
- a) The Owner acknowledges that easement requirements will be required, and that this will be confirmed as part of final design and approvals associated with the subdivision and road widening requirements.
  - b) The Owner agrees to obtain written approval from Alectra Utilities indicating acceptance of meter locations prior to their installation. Any relocations required will be at the Owner's expense.
  - c) Electric service for this site will originate from the adjacent lands and as such, is dependent on the construction of these developments.
  - d) Owner will be responsible for the costs associated with all distribution, feeder, and switchgear installations as a requirement for the servicing of this site.



- e) Alectra Utilities requires a 5m x 7m switchgear easements to service this project. The exact location and number will be determined as part of the design process.
- f) Easement requirements along Mayfield Road, in conjunction with future road widening, may be required. This will be confirmed during final design of the road widening and subdivision.

### **Hydro/Telecommunications**

103. Prior to registration, the Owner must submit in writing, evidence to the Commissioner of Planning & Development Services that satisfactory arrangements have been made with the telecommunications and hydro providers for the installation of their plants in the common trench, within the prescribed location in the road allowances.

### **Region of Peel**

#### **Development Charges**

104. Prior to execution of the Subdivision Agreement by the Region, the Developer shall:
- a) Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Developer's knowledge at the time of the submission and to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan; and
  - b) Pay to the Region the appropriate hard service residential development charges (water, wastewater and road service components), pursuant to the Region's Development Charges By-law, as amended from time to time, calculated based on the information provided in the Residential Development Charges Payment Form.
105. Provision shall be made in the Subdivision Agreement with respect to:
- a) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
  - b) Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks);

Pursuant to the Region's Development Charges By-law, as amended from time to time.

#### **Water Meter Fees**

106. In respect of the water meter fees:
- a) Prior to registration of the plan of subdivision, the Developer shall pay to the Region the appropriate water meter fees, in accordance with the

Region's Fees By-law, as amended from time to time for residential building lots (singles, semi-detached and freehold townhomes) to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan for the Lands;

- b) A clause shall be included in the Subdivision Agreement that water meter fees for future residential development (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable to the Region prior to issuance of building permits, in accordance with the Region's Fees By-law, as amended from time to time; and
- c) A clause shall be included in the Subdivision Agreement that in the event of an underpayment of water meter fees, the Developer shall be responsible for payment thereof forthwith upon request.

#### Drawings – Servicing and “As Constructed”

- 107. Prior to servicing, the Developer's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.
- 108. Within (60) days of preliminary acceptance of the underground services, the Developer's engineer shall submit “As Constructed” drawings in digital format, pursuant to the latest Region's Digital Format Guidelines. The Developer's engineer shall also provide ties to all main line valves, ties to individual water service boxes, linear ties to sanitary sewer services and GPS coordinates of all watermain and sanitary sewer appurtenances in accordance with the latest requirements of the Region “Development Procedure Manual”.

A clause shall be included in the Subdivision Agreement in respect of same.

#### General Conditions

- 109. A clause shall be included in the Subdivision Agreement stating that the Developer acknowledges and agrees that landscaping, signs, fences, gateway features, and any other encroachments shall not be permitted within the Region's easements and right-of-way.
- 110. A clause shall be included in the Subdivision Agreement that a restriction on transfer or charge for all lots and blocks within the plan of subdivision, save and except those to be conveyed to the City and the Region, shall be registered on title to said lots and blocks prohibiting any transfer or charge of said lots and blocks without the consent of the Region until all external sanitary sewers and watermains to service this plan have been completed to the Region's satisfaction. The Developer shall be responsible for all costs in respect of said restriction on title.
- 111. Prior to registration of the subdivision, the Developer shall execute a Subdivision Agreement with the local municipality and Region for the construction of

municipal sanitary sewer, water, and regional roads associated with the lands. The Developer shall construct and design these services in accordance with the latest Region standards and requirements.

112. Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval:
  - a) A satisfactory Functional Servicing Report showing the proposed sanitary sewer and water servicing plans for the development;
113. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.
114. Prior to registration of the plan of subdivision, the Developer shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Developer. The cost shall be based on a "per kilometre" basis for combined watermains and sanitary sewers installed pursuant to the Region's latest User Fees By-law.
115. Prior to registration of the plan of subdivision, the Developer shall ensure that:
  - a) All lots and blocks must be serviced via an internal road network;

A clause shall be included in the Subdivision Agreement in respect of same.

116. Prior to servicing the Region may require the Developer to construct a sampling hydrant (at the Developers cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.
117. The Developer agrees that the Region shall hold back a portion of the Letter of Credit to cover the costs of services completed by the Region on a time and material basis pursuant to the current Region's User Fee By-Law.

A clause shall be included in the Subdivision Agreement in respect of same.

118. The Developer will maintain adequate chlorine residuals in the watermains within the plan from the time the watermains are connected to the municipal system until such time as the Region issues Final Acceptance. To maintain adequate chlorine residuals, the Developer shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Developer pursuant to the current Region's User Fee By-Law.

A clause shall be included in the Subdivision Agreement in respect of same.

- 
- a) In respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;
  - b) Until the issuance of Final Acceptance, a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.
  - c) The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
    - i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
      - a) Bacteriological Analysis - Total coliform and E-coli counts
      - b) Chemical Analysis - Nitrate Test
      - c) Water level measurement below existing grade
  - d) In the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
  - e) Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.

Clauses shall be included in the Subdivision Agreement in respect of same.

119. The Developer shall agree that neither the Developer nor any Builder will apply for building permits for any lots or blocks within the plan of subdivision until the Region's Public Works Department has issued Preliminary Acceptance and provided notice to the local municipality stating that internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing that the internal and external sanitary sewers and watermains, including fire protection, have been constructed, inspected and shall function in accordance with the detailed design as approved by the Region.

A clause shall be included in the Subdivision Agreement in respect of same.

120. Provision shall be made in the Subdivision Agreement that the Developer shall grant/obtain ( at no cost to the Region) all necessary easements for proposed /existing Regional infrastructures located in the vicinity of the proposed development, as this may be required by the Region to service proposed development and/or external lands.
121. Prior to registration of the plan of subdivision, the Developer shall submit draft reference plan(s) for the Region's review and approval prior to such plans being deposited. All costs associated with preparation and depositing of the plans and transfer of lands shall be at the sole expense of the Developer.
122. The Developer agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:
- a) A copy of the final signed M-Plan
  - b) A copy of the final draft R-Plan(s); and
  - c) The documents required pursuant to Schedule B of the Subdivision Agreement and all associated documents.

A clause shall be included in the Subdivision Agreement in respect of same.

### Waste Management

123. Prior to Registration of the Subdivision, the Region will require a satisfactory Waste Collection Plan demonstrating all the collection requirements outlined in the most current version of the Region's Waste Collection Design Standards Manual

### Administrative – Clearance of Conditions

Prior to the signing of the final plan by the Commissioner of Planning & Development Services, or his designate, they shall be advised that the above noted conditions have been carried out to the satisfaction of the appropriate agencies and the City.

NOTE 1:

In accordance with City Council resolution C003-97, draft approval granted under Section 51 of the *Planning Act*, R.S.O., 1990, c.P.13 is valid until draft approval is either withdrawn, or the plan is registered. The conditions of draft approval will, however, be reviewed initially 3 years after draft approval is granted and subsequently every 2 years to determine if the conditions are appropriate or whether draft approval should be withdrawn.

NOTE 2:

In order to expedite the clearance of conditions, we suggest that a copy of the signed Subdivision Agreement be forwarded to the following agencies upon execution:

Mr. Chris Fearon  
Delivery Planning  
Canada Post Corporation  
5210 Bradco Blvd, Suite 200  
Mississauga, Ontario L4W 1G7

Ms. Stephanie Cox  
The Dufferin-Peel Catholic District School Board  
40 Matheson Boulevard West  
Mississauga, Ontario L5R 1C5

Ms. Bianca Bielski  
Manager of Planning  
Peel District School Board  
5650 Hurontario Street  
Mississauga, Ontario L5R 1C6

Ms. Nikki DeGroot  
Enbridge Gas Distribution Inc.  
500 Consumers Road  
North York, Ontario M2J 1P8

Mr. Henry Gamboa  
Alectra Utilities  
175 Sandalwood Parkway West  
Brampton, Ontario L7A 1E8

Ms. Meghan Palynchuk  
Bell Canada  
Floor 5, 100 Borough Drive  
Scarborough, Ontario M1P 4W2

Mr. Andrew Leung  
Rogers Cable Communications Inc.  
3573 Wolfedale Road  
Mississauga, Ontario L5C 3T6

Mr. John Hardcastle  
Region of Peel  
10 Peel Centre Drive  
Brampton, Ontario L6T 4B9

NOTE 4:

The costs of any relocations or revisions to Alectra Utilities facilities which are necessary to accommodate this subdivision will be borne by the Owner, and further any easement rights of Alectra Utilities are to be respected. The Owner should contact the local Alectra Utilities Area office to verify if any low voltage distribution lines may be affected by the proposal.

NOTE 5:

It is recommended that the Owner or their consultant contact the Toronto and Region Conservation Authority to clarify specific requirements prior to preparation of detailed engineering reports.

## SCHEDULE 2



# Local Planning Appeal Tribunal Order

**ISSUE DATE:**

**CASE NO.:** PL180294

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Digram Developments Countryside Inc.  
Subject: Application to amend Zoning By-law No. 270-2004 - Refusal or neglect of City of Brampton to make a decision

Existing Zoning: Agriculture "A"  
Proposed Zoning: Residential Single Detached F-11.0 Section AAAA (R1 F-11.0 - AAAA)", "Residential Townhouse E-4.5 - Section - 8888 (R3E-4.5 - 8888)" and "Open Space (OS)" zones

Purpose: To permit residential development  
Property Address/Description: 11223 Torbram Road  
Municipality: City of Brampton  
Municipality File No.: C06E16.007  
LPAT Case No.: PL180294  
LPAT File No.: PL180294  
LPAT Case Name: Digram Developments Countryside Inc. v. Brampton (City)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Digram Developments Countryside Inc.  
Subject: Proposed Plan of Subdivision - Failure of City of Brampton to make a decision

Purpose: To permit residential development  
Property Address/Description: 11223 Torbram Road  
Municipality: City of Brampton  
Municipality File No.: 21T-17009B  
OMB Case No.: PL180294  
OMB File No.: PL180295



**WHEREAS** the Tribunal has received and reviewed the Affidavit of Mark Yarranton, MCIP, RPP, sworn on May 5, 2020, in support of the settlement of the above appeals;

**AND WHEREAS** the Tribunal has received submissions in support of the settlement of the above appeals from counsel to Digram Developments Countryside Inc. (“Digram”) and the City of Brampton;

**THE TRIBUNAL ORDERS** that Digram’s appeal of its zoning by-law amendment application is allowed and City of Brampton Zoning By-law 270-2004 is hereby amended in accordance with Attachment 1 to this Order;

**AND THE TRIBUNAL FURTHER ORDERS** that Digram’s appeal of its subdivision application is allowed and the Draft Plan of Subdivision prepared by KLM Planning Partners Inc., dated September 20, 2019, attached as Attachment 2 to this Order, is hereby approved, subject to the conditions of approval set out in Attachment 3 to this Order;

**AND THE TRIBUNAL FURTHER ORDERS** that, in accordance with s.51(56.1) of the *Planning Act*, the City of Brampton shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of s.51(58) of the *Planning Act*;

**AND THE TRIBUNAL FURTHER ORDERS** that it may be spoken to in the event that there are any issues arising from the implementation of this Order.

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TRIBUNAL REGISTRAR



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2020

To amend Comprehensive Zoning By-law 270-2004

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The Council of the Corporation of the City of Brampton ENACTS as follows  
By-law 270-2004, as amended, is hereby further amended:

1. By changing Schedule A thereto, the zoning designation of the lands as shown outlined on Schedule A to this by-law:

From:	To:
Agricultural (A)	Residential Single Detached F (H) 11.6 - Section 2987 (R1F(H) – 11.6 - Section 2987);  Residential Single Detached F (H) 14.2 - Section 2988 (R1F(H) – 14.2 - Section 2988);  Residential Townhouse E (H)– 6.0 – Section 2989 (R3E(H)-6.0-2989)  Open Space OS

By adding the following Sections:

“2987 The lands designated R1F(H)-11.6-Section 2987 on Schedule A to this By-law:

2987.1 Shall only be used for the following purposes:

- 1) Shall only be used for the purposes permitted within the R1F-x zone:

2987.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;
- 2) Maximum cumulative garage door width: 5.5 metres

2987.3 Holding (H):

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Torbram Road and Countryside Drive as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - f) Confirmation that the Hewson Farmhouse Heritage Impact Assessment has been completed to the satisfaction of the Commissioner of Development Services.

2988 The lands designated R1F(H)-14.2 Section 2988 on Schedule A to this By-law:

2988.1 Shall only be used for the following purposes:

- 1) Shall only be used for:
  - a) A single detached dwelling

2988.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;
- 2) An attached garage and / or carport shall not be permitted;
- 3) A detached garage having a minimum gross floor area of 30 square metres shall be provided;
- 4) Maximum cumulative garage door width: 6 metres
- 5) Minimum rear yard to a detached garage: 0.60 metres
- 6) Minimum interior side yard to a detached garage: 0.60 metres
- 7) Minimum Driveway Width: 2.8 metres
- 8) Minimum Rear Yard Depth: 10 metres
- 9) Minimum Interior Side Yard Width to an Open Space zone:
  - a) 1.7 metres provided that the combined total of the interior side yards is not less than 5.5 metres;

- b) A window bay, with or without foundation, may encroach a maximum 0.5 metres into the required side yard;
- 10) The length of the rear wall of the dwelling shall be a minimum 2 metres less than the length of the front wall of the dwelling;
- 11) For the purpose of Sentence 10) above, the “rear wall” shall mean the main wall of the dwelling most closely opposite and parallel to the rear lot line and the “Front wall” shall mean the main wall of the dwelling most closely opposite and parallel to the front lot line.

2988.3 The Holding (H):

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Torbram Road and Countryside Drive as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - f) Confirmation that the Hewson Farmhouse Heritage Impact Assessment has been completed to the satisfaction of the Commissioner of Development Services.

2989 The lands designated R3E(H)-6.0-Section 2989 on Schedule A to this By-law:

2989.1 Shall only be used for the following purposes:

- 1) Purposes permitted within the R3E-x zone;

2989.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;
- 2) Minimum building setback to a daylighting triangle/rounding: 1.5 metres
- 3) Minimum lot width for a lot abutting a daylighting triangle: 7.0 metres
- 4) No minimum dwelling unit width shall apply;
- 5) Minimum Interior Side Yard Width:

- i. 1.2 metres; or
  - ii. 0.0 metres abutting a side lot line that coincides with a shared common wall between two dwellings;
- 6) Maximum Building Height: 14.0 metres
- 7) Maximum Lot Coverage: no requirement
- 8) The requirement for maintaining a minimum 0.6 metre wide permeable landscape surface abutting one side lot line shall not apply;
- 9) Maximum cumulative garage door width: 3.5 metres

2989.3 The Holding (H) :

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Torbram Road and Countryside Drive as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - f) Confirmation that the Hewson Farmhouse Heritage Impact Assessment has been completed to the satisfaction of the Commissioner of Development Services.”

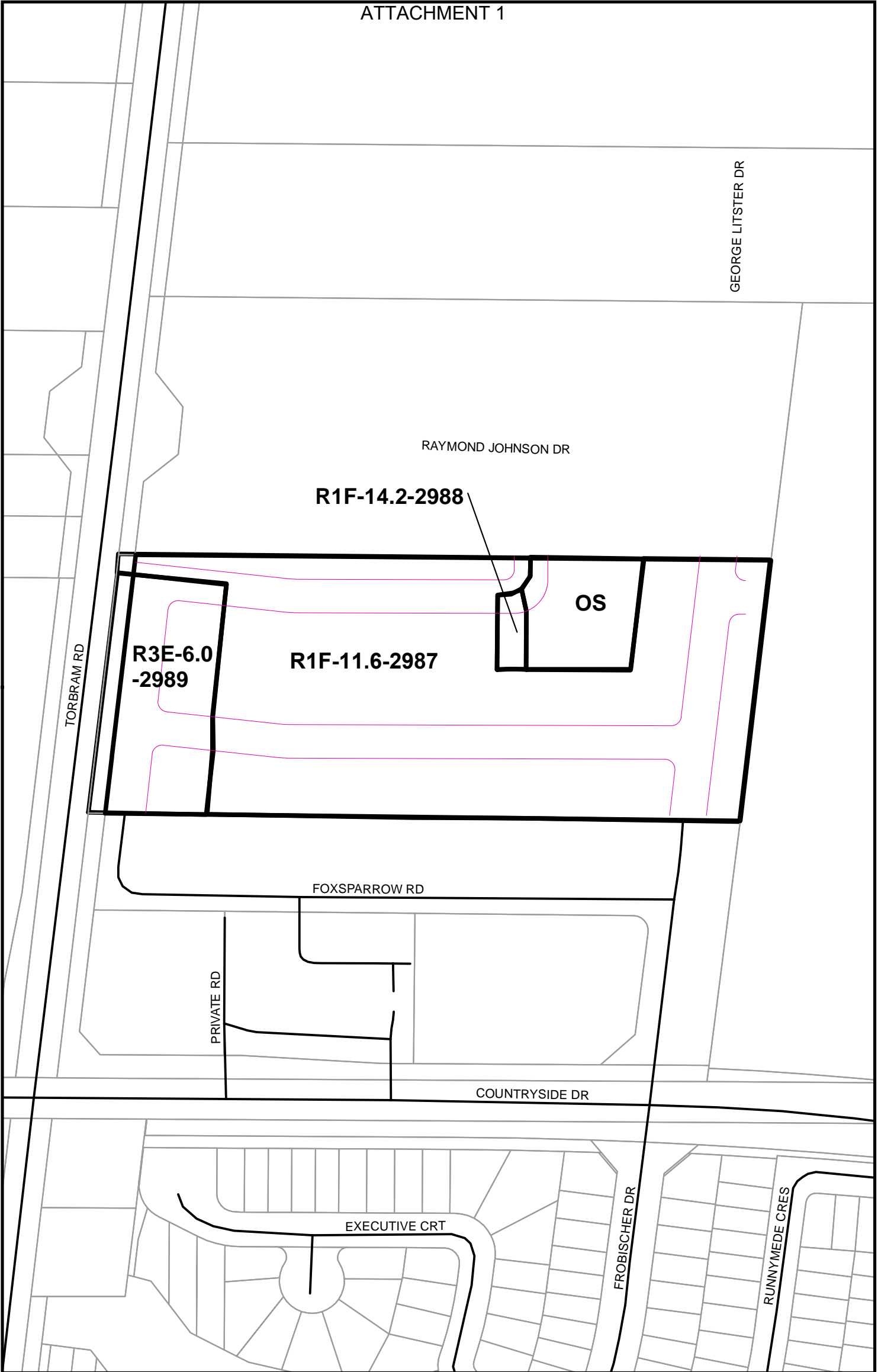
ENACTED and PASSED this [enter date] day of [enter month], 2020.

Approved as to form.  
 20 \_\_/month/day  
 [insert name]

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to content.  
 20 \_\_/month/day  
 [insert name]

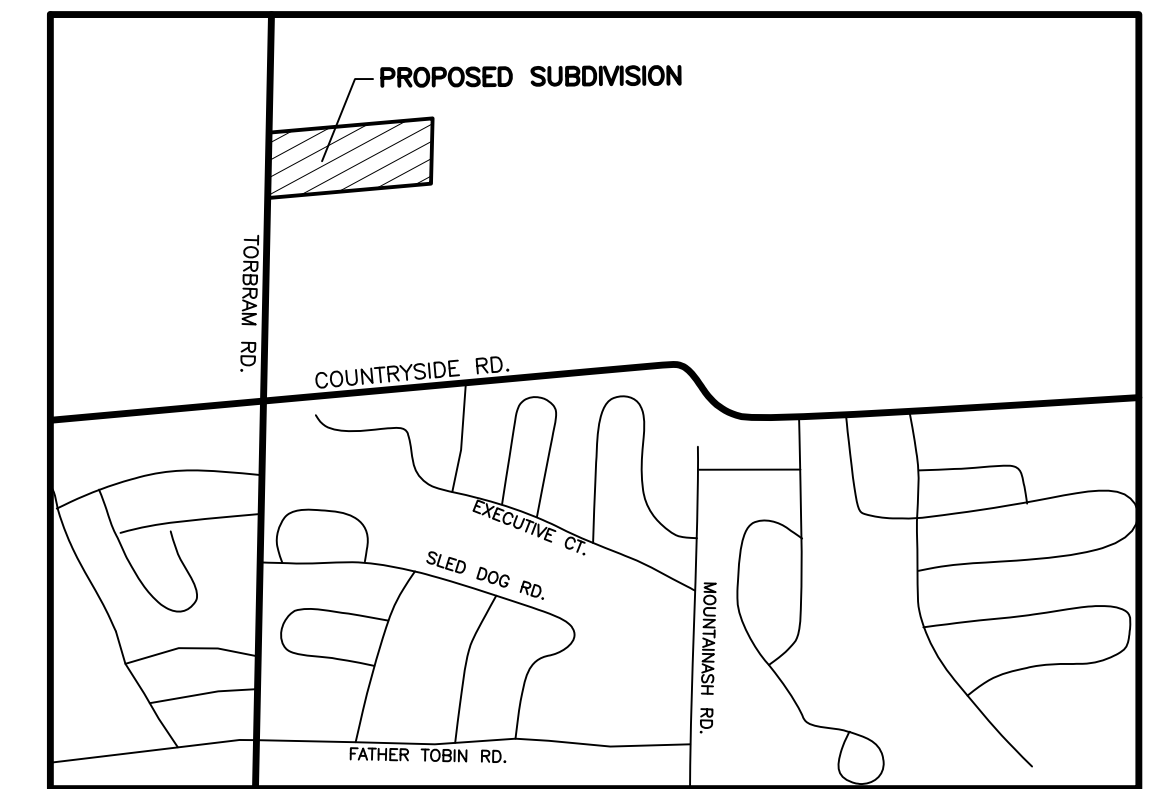
\_\_\_\_\_  
Peter Fay, City Clerk



# ATTACHMENT 2

DRAFT PLAN OF SUBDIVISION  
 PART OF LOT 16, CONCESSION 6  
 EAST OF HURONTARIO STREET  
 (GEOGRAPHIC TOWNSHIP OF CHINGUACOUSY)  
 CITY OF BRAMPTON  
 REGIONAL MUNICIPALITY OF PEEL

DRAFT PLAN 21T-17009B



KEY PLAN

## SECTION 51, PLANNING ACT, ADDITIONAL INFORMATION

- A. AS SHOWN ON DRAFT PLAN
- B. AS SHOWN ON DRAFT PLAN
- C. AS SHOWN ON DRAFT PLAN
- D. SEE SCHEDULE OF LAND USE
- E. AS SHOWN ON DRAFT PLAN
- F. AS SHOWN ON DRAFT PLAN
- G. AS SHOWN ON DRAFT PLAN
- H. MUNICIPAL PIPED WATER AVAILABLE AT TIME OF DEVELOPMENT
- I. CLAY-LOAM
- J. AS SHOWN ON DRAFT PLAN
- K. SANITARY AND STORM SEWERS, GARBAGE COLLECTION, FIRE PROTECTION
- L. AS SHOWN ON DRAFT PLAN

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AS SHOWN ON THIS PLAN, AND THEIR RELATIONSHIP TO THE ADJACENT LAND ARE ACCURATELY AND CORRECTLY SHOWN.

HOLDING JONES VANDERVEEN INC.

DATE Nov 23, 2015

GARY B. VANDERVEEN  
 ONTARIO LAND SURVEYOR

## OWNER'S CERTIFICATE

I AUTHORIZE KLM PLANNING PARTNERS INC. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE CITY OF BRAMPTON FOR APPROVAL.

OWNER

DIGRAM DEVELOPMENTS  
 COUNTRYSIDE INC.

ABUBAKAR MASOOD A.S.O.

## SCHEDULE OF LAND USE

TOTAL AREA OF LAND TO BE SUBDIVIDED = 3.994±Ha. ( 9.869±Acs)

DETACHED DWELLINGS	BLOCKS	LOTS	UNITS	±Ha.	±Acs.
LOTS 1-7, 12, 27-31, 34, 35 and 54 <small>MIN. LOT FRONTAGE=12.45m. MIN. LOT AREA=443.48sq.m.</small>		16	16	0.612	1.512
plus Block 68	1		0.5 *	0.033	0.082
LOTS 8-11, 13-26, 36-53 and 55-57 <small>MIN. LOT FRONTAGE=11.0m. MIN. LOT AREA=319.00sq.m.</small>		39	39	1.241	3.067
plus Blocks 58-67 and 69-81	23		11.5 *	0.335	0.828
TOWNHOUSE DWELLINGS					
BLOCKS 32 and 33 <small>MINIMUM UNIT FRONTAGE 6.0m.</small>	2		12.0	0.248	0.612
<b>SUBTOTAL</b>	<b>26</b>	<b>55</b>	<b>79.0*</b>	<b>2.469</b>	<b>6.101</b>
BLOCK 82 - PARK	1			0.283	0.699
BLOCK 83 - BUFFER	1			0.002	0.005
<b>STREETS</b>				1.240	3.064
18.5m. WIDE TOTAL LENGTH= 124m. AREA= 0.2294Ha.					
18.0m. WIDE TOTAL LENGTH= 129m. AREA= 0.2324Ha.					
16.5m. WIDE TOTAL LENGTH= 472m. AREA= 0.7794Ha.					
<b>TOTAL</b>				<b>1.240</b>	<b>3.064</b>
<b>TOTAL</b>	<b>28</b>	<b>55</b>	<b>79.0*</b>	<b>3.994</b>	<b>9.869</b>

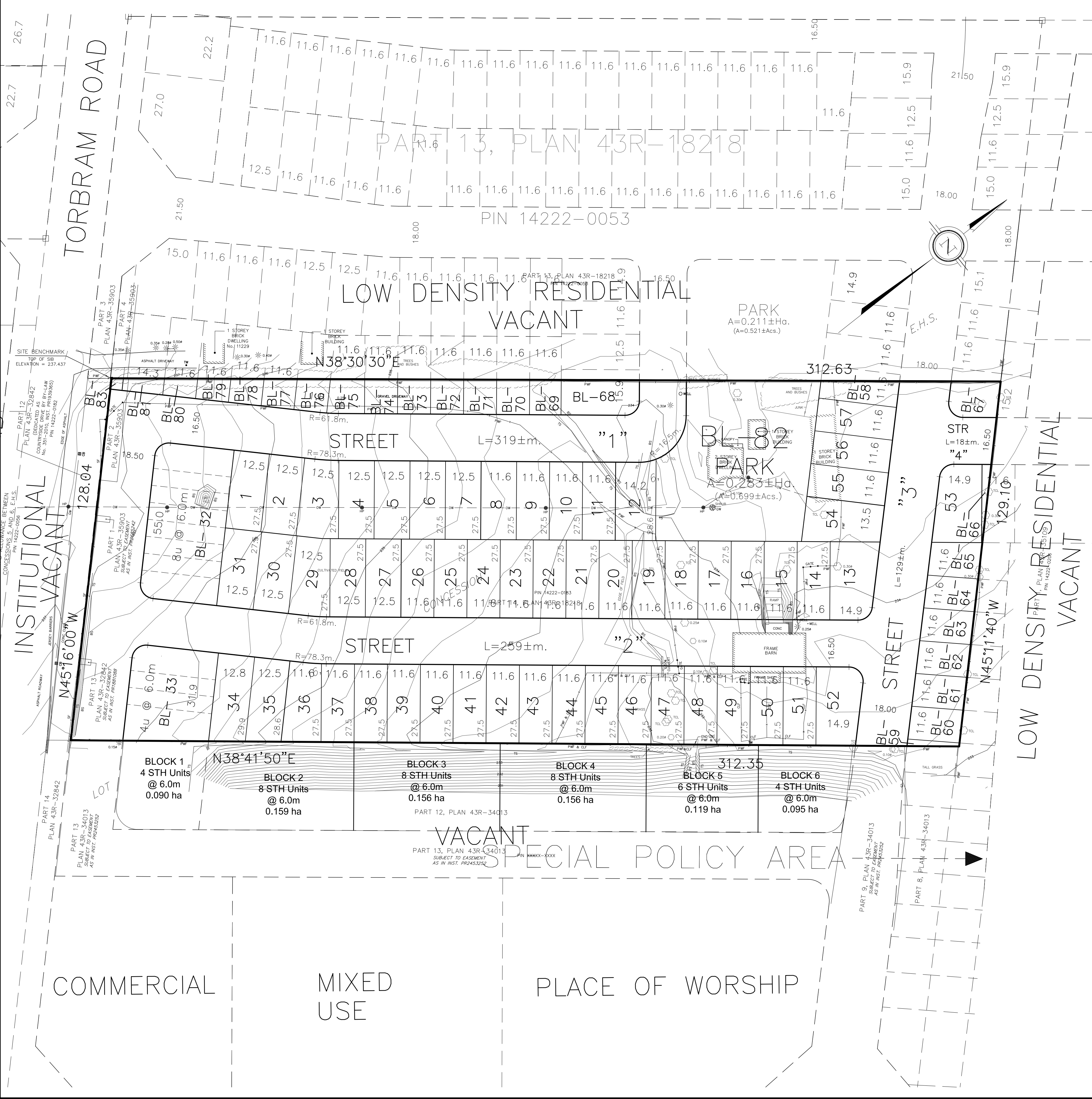
NOTE - \* SUBJECT TO FINAL CALCULATION

NOTE - ELEVATIONS RELATED TO CANADIAN GEODETIC DATUM

PROJECT No. P-2624  
 SCALE 1:750 SEPT. 20, 2019  
 (2624DES6) X-REF: (2624MAS2 & 2624TOPO)

**KLM** DWG. No. - 19:1  
 64 JARDIN DRIVE - UNIT 1B, CONCORD ONTARIO L4K 3P3  
 PLANNING PARTNERS INC. TEL: (905) 669-4055 FAX: (905) 669-0097 design@klmplanning.com

Planning • Design • Development





**SCHEDULE A  
CONDITIONS OF DRAFT APPROVAL**

**DRAFT APPROVAL DATE:** Month, Day, Year

**SUBJECT:** Draft Plan of Subdivision  
Digram Developments Inc. - KLM Planning  
Partners Inc.  
City of Brampton  
City File: C06E16.007 & 21T-17009B  
Planner: Stephen Dykstra

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In accordance with By-law 216-2017 the Commissioner of Planning and Development Services of the City of Brampton has made a decision to authorize the draft approval of the above noted draft plan of subdivision subject to the following conditions.

**Approved Plan and Redlines**

1. The final plan is to generally conform to the draft plan (C06E16.007 & 21T-17009B) prepared by KLM Planning Partners Inc., dated September 20, 2019, herein referred to as 'Plan', subject to any revisions required in accordance with the conditions of Draft Plan of Subdivision approval.

**Plans and Studies**

2. The following plans and studies shall be submitted and approved by the City in accordance with the details set out below:
  - 2.1 Functional Servicing Report – Prior to sales of units
  - 2.2 Tree Inventory and Preservation Plan – prior to Registration
  - 2.3 Transportation Impact Study – prior to Registration
  - 2.4 Record of Site Condition – prior to Registration
  - 2.5 Planning Justification Report – Prior to Sale of Units
  - 2.6 Facility Fit Plans – prior to Registration
  - 2.7 Geotechnical Study – prior to Registration
  - 2.8 Preliminary Hydrogeological Investigation Report – prior to Registration
  - 2.9 Architectural Control Compliance – prior to Sale of Units
  - 2.10 Noise Attenuation Statement – Prior to Registration



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### **Subdivision Agreement**

3. Prior to registration, the Owner acknowledges and agrees to enter into a Subdivision Agreement and any other agreements deemed necessary by the City of Brampton, Region or any other approval authority.

These agreements shall deal with any matter and include any term or condition which an approval authority may require, where such matters, terms, or conditions, are reasonable in the opinion of the approval authority, having regard to the nature of the development proposed for the subdivision, in accordance with s.51 of the *Planning Act*. The owner shall be required in the Subdivision Agreement to comply with all applicable City standards, specifications, guidelines, manuals etc. These agreements may address matters including but not limited to the following:

- 3.1 Planning matters such as parkland/open space dedications and development, residential reserves, buffer blocks, tree preservation, trails, site development plan, utilities, architectural control, homebuyers information map, heritage conservation and landscape plan approvals, phasing/staging of development, warning clauses and notices, all in accordance with the approved plans and studies.
  - 3.2 Engineering matters such as municipal services, road widening, construction and reconstruction, transit infrastructure, traffic signals, active transportation including but not limited to design, construction, maintenance and security, all to the satisfaction of the Commissioner, Planning and Development Services, grading, fencing, well monitoring, septic systems, waste management, pressure testing/chlorination, cost-sharing, noise mitigation and warning clauses.
  - 3.3 Financial issues such as cash contributions, levies (development charges), land dedications or reserves, securities or letters of credit; unless otherwise provided for in these conditions, all works show on the plans that are Development Credit eligible, drawings and studies referred to in these conditions, shall be at the owner's sole cost and expense.
  - 3.4 All matters required by these conditions to be included in the Subdivision Agreement shall be addressed therein through terms and conditions satisfactory to the Commissioner, Planning and Development Services. Unless otherwise indicated in these conditions, all such matters shall be provided at no cost to the City, except those works that are Development Credit eligible.
- 4 The Owner shall acknowledge and agree in the Subdivision Agreement that the underground and aboveground municipal services are to be constructed in accordance with the latest City standards and requirements, as applicable. Development of the lands shall be staged to the satisfaction of the City. The owner

shall provide the City with comprehensive insurance coverage, a financial guarantee for the installation of municipal works and maintain the municipal works in accordance with Clauses 27 (Insurance), 24 (Financial) and 17 (Maintenance Periods) respectively, of the applicable standard Subdivision Agreement.

### **Fees**

- 5 Prior to registration of the plan, all processing and administrative fees shall be paid. Such fees will be charged at prevailing rates of approved City and Regional Policies and By-laws on the day of payment.

### **Zoning**

- 6 The Zoning By-law implementing the subject plan shall be approved under Section 34 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, and be in full force and effect prior to registration of the plan.

### **Easement and Land Dedication within the Plan**

- 7 The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey and/or dedicate any required road or highway widening, 0.3 m reserves, walkways, sight triangles, radius roundings, buffer blocks other land required for municipal purposes and utility or drainage easements within the Plan to the satisfaction of the City, Region, or other authority.
- 8 The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey land to the City or convey easements within the Plan from the property Owner to the City/ Region as may be required.

### **External Easements and Land Dedications**

- 9 The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey all necessary external easements and lands for access, drainage, servicing, utility purposes and for any other municipal purposes, as may be required, to the appropriate municipality, agency or public authority. The Owner is advised that no servicing works shall be permitted until the detailed engineering drawings are approved and external easements and lands identified on the detailed engineering drawings as being required for the proposed development of the lands are granted. All lands which are to be conveyed to the City shall be free and clear of any encumbrances, unless otherwise approved by the City.
- 10 The Owner acknowledges and agrees in the Subdivision Agreement to convey lands gratuitously to the City for municipal purposes, and where the lands have been so conveyed to the City, and where prior to assumption of the plan the City determines in its sole and absolute discretion that said lands (or any interest therein) are surplus to its requirements and are no longer required, then the City

may re-convey said lands (or any interest therein) to the Owner, gratuitously, provided that the Owner shall be required to pay for any fees, taxes, and/or disbursements related to the re-conveyance, including but not limited to registration fees and the cost of preparing and filing a reference plan.

- 11 The Owner acknowledges and agrees in the Subdivision Agreement to satisfy the City 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 the Subdivision Agreement or other agreement for municipal works.

### **Studies**

- 12 Prior to registration of the plan, the Owner shall provide any and all outstanding reports, plans or studies required by the City, agency or public authority, and shall update any and all plans, studies, and reports required to be updated to the discretion of the City, to the satisfaction of the applicable commissioner, and shall implement all recommendations of such updated plans, studies and reports, including but not limited to gratuitously conveying additional lands and easements to the City, all to the satisfaction of the applicable Commissioner, in consultation with any applicable agency and/or public authority.

### **Archaeological**

- 13 The Owner acknowledges and agrees in the Subdivision Agreement that should any archaeological resources be discovered they may constitute a new archaeological site, and therefore be subject to Section 48 (1) of the Ontario Heritage Act. Upon the discovery of the archaeological resource(s) any alteration of the Lands must immediately be ceased, a licensed archaeologist shall be engaged to carry out the archaeological field work in compliance with Section 48 (1) of the Ontario Heritage Act, the City's Policy Division (Heritage Section) of the City's Planning & Development Services Department shall be notified.
- 14 The Owner acknowledges and agrees in the Subdivision Agreement that the Funeral, Burial and Cremation Services Act, 2002 requires any persons discovering human remains to notify the police or coroner and the Registrar of Cemeteries at the Ministry of Government and Consumer Services. No further work will be permitted on the Lands until such permission, in the form of a written notice from the City is provided to the Owner. The Owner agrees that it releases and forever discharges the City, its elected officials, employees, agents and contractors, and any others for whom it is responsible at law, from any and all claims, demands, actions, cause of actions and other proceedings and any liability for damages, costs and expenses for or relating to any loss which the Owner may suffer arising out of, incidental to, or in connection with:
  - a) an archaeological assessment(s) and/or field work that is inaccurate, incomplete, misleading or fraudulent; or

- b) the issuance of any written notice from the City's Policy Division (Heritage Section) of the City's Planning & Development Services Department permitting the Owner to continue to work on the Lands; or
  - c) the period of time during which the Owner is not allowed to work on the Lands.
- 15 The Owner acknowledges and agrees in the Subdivision Agreement to indemnify and forever save harmless the City, its elected officials, employees, agents and contractors, and any others for whom it is responsible at law from and against any claim, suit, demand, causes of action, and proceedings by whomsoever made or brought, in respect of any costs, expenses, loss, damage or injury including death as well as legal fees arising out of, incidental to or in connection with Conditions 13 (a), (b), or (c) listed above.

### **Heritage**

- 16 Prior to Registration, the owner will enter into a heritage easement agreement with the City and register on title the heritage easement agreement, by which the owner will be required to construct a commemorative gothic revival house and install a commemorative plaque on a private lot located on the lands identified as "Lot 12" on the proposed Plan.
- 17 Prior to Registration, the owner and the City agree and acknowledge that the lot identification number and/or lot dimensions may be subject to any revisions as part of the plan of subdivision approval process, but that the entire lot of the lands identified as "Lot 12" on the Plan will be the lands subject to the heritage easement agreement required in condition 16.
- 18 Prior to Registration, the owner provides a Reference Plan to the City's satisfaction to identify the lands that will be subject to the heritage easement agreement required in condition 16.
- 19 Prior to Registration, the owner completes a park design (facility fit) to the City's satisfaction that includes, but is not limited to, a shade structure, commemorative trees, salvaged materials of the barn on the property incorporated into the park furniture, in situ ground markings demarking the site of the former Hewson farmhouse and a commemorative plaque denoting the cultural heritage significance of the park and property.
- 20 Prior to obtaining a demolition permit or Registration, whichever comes first, the owner obtain an approved salvage plan for the barn on the property to the satisfaction of the Commissioner of Planning and Development.
- 21 Prior to Registration, the owner obtain an approved heritage impact assessment to the satisfaction of the Commissioner of Planning and Development.

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- 22 Prior to Registration, the owner obtain approval for a full set of architectural plans and drawings for the commemorative gothic revival house to the satisfaction of the Commissioner of Planning and Development.
  - 23 Concurrent with the first engineering submission, the owner submit a commemoration and interpretation plan, and a landscape plan for both the park and commemorative gothic revival house, to the satisfaction of the Commissioner of Planning and Development.
  - 24 Prior to Registration, the owner shall obtain approval of an itemized list of costs associated with the construction of the commemorative gothic revival house, commemorative plaques, park design and construction of the features within the park including, but not limited to, the shade structure, commemorative trees, salvaged materials of the barn on the property incorporated into the park furniture, in situ ground markings demarking the site of the former Hewson farmhouse and a commemorative plaque denoting the cultural heritage significance of the park and property, to the satisfaction of the Commissioner of Planning and Development.
  - 25 The Owner acknowledges and agrees within the Subdivision Agreement to provide securities for the full amount of the commemorative items within the public domain, for the works shown in the commemoration and interpretation and landscape plans for both the commemorative gothic revival house and park, including, but not limited to, the construction of the commemorative gothic revival house, the construction and installation of the commemorative plaque, and the construction and development of the park and all its features, all to the satisfaction of the Commissioner of Planning and Development.
  - 26 Prior to Registration the lands identified as "BL-82 Park" as having approximately 0.283 hectare on the proposed Plan, will be designated under Part IV, section 29 of the Ontario Heritage Act as being of cultural heritage value or interest.
  - 27 Prior to Registration, the owner and the City agree and acknowledge that the lot identification number and/or lot dimensions may be subject to any revisions as part of the plan of subdivision approval process, but that the entire lot of the lands identified as "BL-82 Park" and as having approximately 0.283 hectare on the Plan will be the lands subject to the designation referenced in condition 26.
  - 28 Prior to Registration, the owner provides a Reference Plan to the satisfaction of the Commissioner of Planning and Development to identify the lands that will be subject to the designation reference in condition 26.
  - 29 That a provision be included within the Subdivision Agreement that the building permit for the commemorative gothic revival house shall be issued by the Chief Building Official and Commissioner of Planning and Development as one of the first twelve building permits for single detached dwellings.

And, that the construction of the commemorative gothic revival house must be completed to the satisfaction of the Chief Building Official and Commissioner of Planning and Development prior to the issuance of the final twelve building permits for single detached dwellings (not including blocks or townhouses lots) within the Plan of Subdivision.

### **Staging**

- 30 Development of the plan shall be staged to the satisfaction of the City and the Region in accordance with the approved Growth Management Staging and Sequencing Strategy. In this regard provision shall be made in the subdivision agreement to allow for the registration of this plan in phases, only in accordance with the approved Growth Management Staging and Sequencing Strategy (GMSSS).
- 31 Prior to registration that the implementing conditions included within the approved GMSSS, as amended from time to time, are fulfilled. This includes, but is not limited to, the timing of Inspire Boulevard and its associated intersections, servicing to the satisfaction of the Commissioner of Planning and Development Services.

### **Drawings**

- 32 Prior to registration, the Owner shall submit drawings to the satisfaction of the City in consultation with the applicable agency and/or public authority for approval.

### **Servicing**

- 33 Prior to registration of the plan, the recommendations of the approved Functional Servicing Report shall have been incorporated into all engineering plans.

### **Cost Sharing**

- 34 Prior to registration of the plan, the Owner shall enter into a Landowners Cost Sharing Agreement (and/or other agreements) to the satisfaction of the Commissioner of Planning and Development Services, and sign the Agreement (and/or other agreements), and provide the City's Planning & Development Services Department with a written acknowledgment from the Trustee appointed pursuant to the agreement, that the Owner has signed the agreement and has delivered the deeds or made the payments required by the agreement, and that the plan may be released for registration.

### **Site Grading/Erosion and Sediment Control By-law**

- 35 The Owner acknowledges and agrees in the Subdivision Agreement to be responsible for the proper drainage of all lands abutting the plan. An overall lot/block grading plan must be prepared by the Owner's Engineering Consultant to form part of the Subdivision Agreement for the Plan.

**Storm Drainage**

- 36 The Owner acknowledges and agrees in the Subdivision Agreement that Storm Drainage Storm sewer works including connections to each lot and building block shall be designed in such a manner and be of adequate size and depth to provide for the drainage of the weeping tiles, for the development of all lands lying upstream within the watershed and/or provide for the drainage of such areas as may be designated to the satisfaction of the Commissioner of Public Works & Engineering.
- 37 Prior to registration, as a part of detailed processing of servicing submissions, the Owner's consultant shall submit a drawing outlining the proposed overland flow route on these lands. The internal route is to coincide with roadways as much as possible. Should this route direct drainage along a lot's side lot line, the size of the concerned lot(s) is to be increased in width to account for this route in addition to the usual lot sizes. All overland flow routes to be located on private lands shall be covered by a municipal easement to the satisfaction of the City and the appropriate Conservation Authority. All storm drainage shall be conducted to an outlet considered adequate in the opinion of the Commissioner of Public Works & Engineering.

**Sanitary and Water Service**

- 38 Prior to registration or servicing, the Region shall confirm to the City that all portions of this Draft Plan will be provided with adequate water and sanitary servicing.

**Construction /Staging/Traffic Route**

- 39 The Owner acknowledges and agrees in the Subdivision Agreement to submit plans for construction staging areas, staging and construction vehicle parking to the City's satisfaction. The construction access shall be provided only in a location approved by the City and Region.
- 40 The Owner acknowledges and agrees in the Subdivision Agreement to be responsible for maintaining City roadways within and in the vicinity of this development in a state satisfactory to the Commissioner of Public Works & Engineering until all construction and building activity is complete. Securities shall be included in the Security & Payment Statement section of the Subdivision Agreement.
- 41 Prior to registration, the Owner shall submit a construction access and the route for same will be finalized during processing of detailed engineering submissions to the satisfaction of the Commissioner of Public Works & Engineering.

- 
- 42 The Owner acknowledges and agrees in the Subdivision Agreement that the construction access shall remain open at the discretion of the Commissioner of Public Works & Engineering.

### **Road Design**

- 43 The Owner acknowledges and agrees in the Subdivision Agreement that all internal roads shall be constructed by the Owner and shall have asphalt pavement complete with concrete curbs and gutters designed and constructed in accordance with the latest Ontario Provincial Standards and/or City standards and requirements, as applicable. The horizontal and vertical alignments of all roads, including their relative intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern may be required to accommodate intersection alignments and locations specified for bus bays and loading platforms. All connecting roads shall be located such that they align precisely with their continuation beyond the limits of this Draft Plan.
- 44 The Owner acknowledges and agrees in the Subdivision Agreement to sodding or seeding of the boulevards and private Lands/Maintenance of Undeveloped Lands.
- 45 The Owner acknowledges and agrees in the Subdivision Agreement that all portions of road allowance not covered by roads, sidewalks, splash pads, etc. shall be placed with a minimum of 150 mm of topsoil and sodded with number 1 nursery sod.
- 46 Prior to registration, the Owner shall submit to the City securities to ensure that each of the lots will be sodded and topsoiled to City standards with driveways being provided. A security is to be established at time of detailed processing and is to be maintained with the City until substantial completion of the lots, and the securities reduced at the discretion of the Commissioner of Public Works & Engineering. Lots and blocks with which there are no immediate development proposals shall be graded, seeded and maintained to the satisfaction of the Commissioner of Public Works & Engineering, and securities shall be included in the Security & Payment Statement of the Agreement to guarantee this.

### **Community Postal Boxes**

- 47 Prior to registration, the Owner shall submit servicing drawings identifying the Community Postal Delivery Box locations as approved by Canada Post and are to be installed to City and Canada Post requirements by the Owner when required by Canada Post or when constructing aboveground works, whichever is appropriate.

### **Preservicing**

- 48 The Owner acknowledges and agrees in the Subdivision Agreement that preservicing will not be permitted until satisfactory arrangements have been made



to the satisfaction of the Commissioner of Public Works & Engineering for the necessary outlets for the municipal services and adequate access roads to service the lands. Preservicing will not be permitted until the zoning for the development of the lands is in effect or has been approved by the Local Planning Appeal Tribunal. Any external land dedications or easements required to service the property must be obtained by the Owner and conveyed gratuitously to the City or the Region prior to the commencement of preservicing of the lands.

### **Street Lighting**

- 49 Prior to registration, the Owner shall submit a street lighting plan in accordance with the City's latest standards and requirements. In addition to streetlighting within the plan, the facilities at the intersections of the proposed road(s) with the boundary roads are to be examined and if necessary, upgraded.

### **Brampton Transit**

- 50 The Owner acknowledges and agrees in the Subdivision Agreement to provide transit infrastructure at the Owner's expense, to the City's satisfaction per Brampton Standard Drawing #260, where identified.

### **Noise Attenuation**

- 51 Prior to registration and first engineering submission and prior to the Owner entering into any Purchase and Sale Agreements, the Owner shall submit a final Noise Feasibility Study, to the satisfaction of the City and Region. The study shall address methods of dealing with acoustical aspects evolving from all noise sources. The report should also detail the type of noise attenuation to be implemented for all noise sources. A copy of this report shall be provided to the City's Chief Building Official.
- 52 The Owner acknowledges and agrees in the Subdivision Agreement that the noise control measures and noise warnings recommended by the Noise Feasibility Study shall be implemented to the satisfaction of the City and Region, as required.
- 53 The Owner acknowledges and agrees in the Subdivision Agreement the following clause in the Noise Schedule of the Subdivision Agreement: "Prior to the issuance of any Building Permits, the Owner agrees to submit the City's Chief Building Official with a certificate certifying that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved noise report and the approved plans".
- 54 Prior to registration, the Owner shall submit a Noise Attenuation Statement to the satisfaction of the City, a copy of which shall be submitted to the City's Chief Building Official.

- 55 Prior to the issuance of any building permits, the Owner shall provide to the City's Chief Building Official with a certificate indicating that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved Noise Feasibility Study and the approved plans.

### **Architectural Control**

- 56 Prior to sale of units, the Owner shall implement the Architectural Control Guidelines for Ground Related residential Development, the Development Design Guidelines (Chapter 7) and Architectural Control Protocol Summary (Appendix 2 – Architectural Control report), as per the City's By-law 177-2008. The Owner agrees to the following:
- a) Select an approved Control Architect from the short list of firms established by the City;
  - b) The Control Architect shall organize information meeting with the builders. Designers, key stakeholders and City staff to identify the City's expectations, key issues and, the process and milestones of Architectural Control Compliance. Written confirmation of the participant's attendance and their understanding of the entire process will be provided to the City.
  - c) The Control Architect shall submit a Clearance Letter to the City, certifying their preliminary review and approval of models;
  - d) To pay all associated fees to the City, as per By-law 110-2010;
  - e) After registration, the Control Architect shall submit to the City during construction, Quarterly Site Monitoring reports; and
  - f) Upon completion of the Subdivision, the Control Architect shall submit to the City a final Completion Letter.
- 57 The Owner acknowledges and agrees in the Subdivision Agreement to implement the final Community Design Guidelines and associated addendum, including, but not limited to the provision of appropriate building architecture, landscape treatments and other arrangements to accommodate the consolidation of street accessories such as newspaper boxes, mail boxes, utility boxes, etc., to the satisfaction of the Commissioner of Planning & Development Services. In this regard, minor revisions to the plan may be necessary to provide sufficient space for such features.

### **Street Naming**

- 58 Prior to registration, the Owner agrees that the name streets' shall be approved by the City's Street Naming Committee and included on the final draft plan.

### **Environmental**

- 59 Prior to registration and the initiation of any grading or construction on the site, the Owner shall install adequate sediment and erosion control measures to the

satisfaction of the City and Toronto and Region Conservation Authority (TRCA). These measures shall remain in place until all grading and construction on the site are completed or stabilized to the satisfaction of the City and Toronto and Region Conservation Authority (TRCA).

### **Stormwater Management**

- 60 Prior to registration and any site grading or servicing taking place as part of the first engineering submission, the Owner shall complete a Stormwater Management Report, which describes the existing and proposed stormwater drainage systems for the proposed development to the satisfaction of the City Development Engineering Services.
- i) Confirmation of the existing drainage pattern and outlet location of the site, to the satisfaction of the TRCA and the City's Development Engineering Services.
  - ii) The proposed servicing, grading and design of the Stormwater Management pond including its size, location and outlet configuration for the interim and ultimate development conditions, to the satisfaction of the TRCA and the City's Development Engineering Services.
  - iii) The proposed stormwater management strategy of the site shall not aggravate and/or create adverse effects on adjacent properties without the consent of all affected landowners.

### **Transportation**

- 61 Prior to registration, in conjunction with the first engineering submission of detailed drawings, the Owner shall complete a Transportation Impact Study, to the satisfaction of the City's Engineering Division. Designs are to adhere to the City standards and requirements and must include immediate adjacent right-of-way, including lane configurations, sidewalks, curb radii, driveway locations, pavement markings, visitor parking and signage, in addition to interim and ultimate lane configurations subject to City standards or alternate satisfactory arrangements as determined by the City's Engineering Division.
- 62 The Owner acknowledges and agrees in the Subdivision Agreement to make satisfactory arrangements with the adjacent lands to the south for reciprocal access and servicing easements over the permanent private road access when required by City's Engineering Division.
- 63 Prior to registration, the Owner shall demonstrate to the satisfaction of the Director of Environment & Development Engineering Division, and the Development Services Division how the plan will have temporary emergency access to the greater public road network and municipal services.

**Access & Site Servicing – Sale of Lots / Blocks**

- 64 The Owner acknowledges and agrees in the Subdivision Agreement that the registration and development of this plan is dependent on the services provided on the adjacent plans for access and servicing. Prior the adjacent plans to the North, East and South providing the required access and services, the Owner agrees to:
- a) Not offer for sale to the public any Lots or Blocks in this plan until the owner has obtained an easement or provided in full to the satisfaction of the City's Commissioner of Public Works & Engineering, in favour of the City, from the affected land owners to the north, east and south as required, for a storm water management facility, outlet, and overland flow route supporting the servicing of this plan.
  - b) Not offer for sale to the public any Lots or Blocks in this plan until the owner has obtained an easement or satisfactory arrangements to the satisfaction of the City's Commissioner of Public Works & Engineering, in favour of the City, from the affected land owners to the north, east and south as required, for vehicular access.
  - c) Not offer for sale to the public any Lots or Blocks in this plan until the holding provisions within the Zoning By-law have been lifted.

**Streetscaping**

- 65 The Owner acknowledges and agrees in the Subdivision Agreement to make satisfactory arrangements with the City, to provide street trees along all internal streets within the plan and immediately abutting boulevards of adjacent streets. The Owner shall comply with the recommendations of the approved Community Design Guidelines to the satisfaction of the City.
- 66 The Owner acknowledges and agrees in the Subdivision Agreement to implement, at the Owner's expense, all works shown on the approved streetscape plans in accordance with the Subdivision Agreement and the approved Community Design Guidelines and shall include the implementation of all applicable boulevard and buffer planting, and entry features including all structures and planting to the satisfaction of the City
- 67 The Owner acknowledges and agrees in the Subdivision Agreement that prior to issuance of final acceptance of all landscape works the Owner shall submit as-built drawings in the form of digital files for all dedicated open space, landscape buffer blocks, etc. The submission of these drawings will meet the latest digital standards as prescribed by the City.
- 68 The Owner acknowledges and agrees in the Subdivision Agreement that prior to assumption, any material identified in the Tree Evaluation Report as hazardous, or identified for removal for accessibility or safety reasons, and any deleterious materials and debris not normally found in a NHS lands, as determined by the City, shall be removed at the Owner's expense.

**Fencing**

- 69 Prior registration, the Owner shall submit detailed engineering and landscape plans for the development of fencing on all lots and blocks to the satisfaction of the Director of Environment and Development Engineering. The Owner shall not be eligible for development charges credit against work performed, in accordance with City Standards and the current Development Charges By-Law.

### **Landscape Works**

- 70 Prior registration, the Owner shall pay a maintenance fee for any landscape items deemed necessary by the Owner, but which exceeds the City standard. This may include, but not be limited to special entry features structures, irrigation systems, acoustical walls and architectural landscape elements located on public property.
- 71 The Owner acknowledges and agrees in the Subdivision Agreement that prior to issuance of final acceptance of all landscape works, and the Owner shall submit as-built drawings in the form of digital files for all dedicated park, open space, stormwater management, entry feature, landscape buffer blocks, etc. The submission of these drawings will meet the latest digital standards as prescribed by the City.
- 72 The Owner agrees that proposed Park Block 82, which is shared between the subject plan and the adjacent plan (*Maplequest Ventures Inc.* lands to the north), shall be designed and constructed in its entirety by the owner, within the earlier of 2 years from the first registration of any phases of either draft plan unless extended in writing by the City, to the satisfaction of the Director, Environment & Development Engineering. The park will contain non-standard infrastructure, including heritage compensation elements, which are the sole cost of the developer and not reimbursed by the City.
- 73 The Owner shall implement, at their expense and to the satisfaction of the City, all works shown on the approved streetscape plans in accordance with the Subdivision Agreement and the approved *Countryside Villages Block Plan 48-2 Community Design Guidelines* (where applicable) and will include the implementation of boulevard and buffer planting, and entry features including all structures and planting.
- 74 Following completion of park development works, the Owner shall invoice the City for the cost of all DC eligible works completed, not including the heritage components considered to be non-standard, which are the sole cost of the developer. The City will inspect the works for completion and issue payment in accordance with the approved cost estimates. Notwithstanding the date upon which works are completed, no payment shall be made to the Owner as compensation payable for the design and construction of identified works until after completion and sign off by the City and approval of the funding for such works in the City's Capital Budget.

**Building Permits**

- 75 The Owner acknowledges and agrees in the Subdivision Agreement that prior to the issuance of Building Permits, the Owner agrees to make satisfactory arrangements with the Realty Services Section of the Buildings and Property Management Department and the Finance Department with respect to the payment of Cash-In-Lieu of Parkland in accordance with the required Parkland Dedication within Condition 89.

**Signage**

- 76 Prior to registration and in conjunction with the first engineering submission, the Owner shall erect and maintain signs in accordance with the provisions of the Subdivision Agreement by and at the expense of the Owner and in the following locations and in the following manner:
- a) On Park Block (Block 82) indicating it will be developed as part of a Park containing important heritage features as well as an active park. This Block will receive regular maintenance such as the periodic removal of paper and debris, vegetation removal and grass cutting. For more information, please contact the Manager of Environmental Planning, City of Brampton, Environment and Development Engineering Division at (905) 874-2050.
  - b) A name for the park block shall be approved by the City and Street Name Committee. In this regard, the following blocks have been identified and the following names are recommended:
    - i. Park Block 82 shall be identified as “*(Information to be provided at a later date)*”.

**Utilities**

- 77 The Owner acknowledges and agrees in the Subdivision Agreement that prior to preservicing and/or execution of the Subdivision Agreement, the owner shall name his/her telecommunication provider. As part of the first engineering submission, the City will also request telecommunications providers that have entered into a Letter of Understanding or a Municipal Access Agreement with the City whether they intend to install their plant within the streets of the proposed subdivision.
- 78 The Owner acknowledges and agrees in the Subdivision Agreement to permit the telecommunication providers named by the City to locate their plants within the streets of the proposed development. The Owner, under separate arrangements or agreement with the various utility companies, is to determine the precise extent of their requirements.

- 79 The Owner acknowledges and agrees in the Subdivision Agreement that to submit in writing evidence to the Commissioner of Public Works & Engineering that satisfactory arrangements have been made with the Telecommunications provider, Cable TV, Gas and Hydro for the installation of their plant in a common trench, within the prescribed location on the road allowance.

### **Open Space**

- 80 Prior to registration, the Owner shall submit an addendum to the Community Design Guidelines (CDG), prepared by a qualified architect to the satisfaction of the Commissioner of Planning & Development Services, in accordance with City standards. The addendum shall include:
- a) Concept Plans/Facility Fit Plans for Park Block 82,
  - b) A description of the heritage building and how it will be incorporated into the overall design of the residential neighbourhood and the design of the park, and,
  - c) Updates to the existing plans within the CDG and the costs matrix, as applicable.
- 81 Prior to registration, the Owner shall submit a final Sustainability Score and Summary to the satisfaction of the Director of Environment & Development Engineering. The Sustainability Score and Summary shall comply with the latest requirements set out by the City for the development of such documents.
- 82 Prior to registration and in conjunction with the first engineering submission, the Owner agrees to install and maintain notification signage, to City standards, advising future residents of the future uses of all identified open space and stormwater management blocks. The signs will be installed on the subject block(s), along all public road frontages, and will state the name of the City of Brampton, provide a schematic of the facilities (if any) to be included on the subject block, the telephone number where additional information can be obtained and the date the sign is installed.
- 83 The Owner acknowledges and agrees in the Subdivision Agreement to provide fencing, at the Owner's expense, in accordance with the City's Fencing Policy, for incorporation into the landscape drawings' submission, to the satisfaction of the Director of Environment & Development Engineering.
- 84 Prior to registration, the Owner shall submit detailed working drawings for all identified landscape buffer blocks, streetscape plantings, walkways and fencing to the satisfaction of the applicable approving departments and in accordance with the latest City standards. Fencing shall be included along any properties where they abut the Draft Plan, subject to the approval of the existing property Owners.

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The Owner shall comply with both the Concept Plan Facility Fit Plan approved and/or the recommendations of the approved CDG.

- 85 Prior to registration, and in conjunction with the final landscape submission, the Owner shall provide street trees along all internal streets within the subject plan and along immediately abutting streets, including the implementation of boulevard and buffer plantings, and entry features (where applicable). The Owner shall comply with the recommendations of the approved CDG (as amended and as applicable).
- 86 Prior to registration, and in conjunction with the final landscape submission, the Owner shall provide a detailed summary of all areas of open space, park, 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 to become the City's responsibility to maintain.
- 87 Prior to registration, the Owner shall provide restoration-planting drawings that detail compensation plantings for tableland trees to be removed to accommodate the development. Compensation plantings shall be in accordance with the City's compensation planting standards and provided by the Owner at no cost to the City.
- 88 All identified parks shall be conveyed to the City in a form and condition satisfactory to the Director, Environment and Development Engineering.

### **Parkland Dedication**

- 89 The Owner acknowledges and agrees in the Subdivision Agreement to adhere to the Parkland Dedication requirements in accordance with the Planning Act R.S.O. 1990, c.P.13 as amended and the City's Parkland Dedication By-law, as amended. The current Concept Plan dated September 20, 2019 yields a projected Parkland Dedication requirement of 0.259 ha (0.64 ac.), based on Section 51.1 of the Planning Act. The Owner shall convey Block 82 totaling 0.283 ha (0.699 ac.) to the City, as partial fulfillment of the Parkland Dedication requirements. This results in a projected Parkland over-dedication of 0.014 ha (0.0346 ac.) which the City agrees to provide compensation for. Final calculations and final arrangements for compensation for the projected over-dedication will be detailed within the Subdivision Agreement.

### **Building**

- 90 Prior to registration, the Owner shall remove any existing buildings on the subject lands that will not conform to the requirements of the Zoning By-law after registration of the plan.
- 91 Prior to registration and the initiation of any site grading or servicing, the Owner shall submit to the City's Environment and Development Engineering Division, a



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final detailed soils investigation prepared by a qualified geotechnical engineer. A copy of the soils report shall be submitted to the City's Chief Building Official.

- 92 Prior to registration and the initiation of any site works, the Owner shall submit for approval to the City's Chief Building Official:
- i. A Phase 1 Environmental Site Assessment, in compliance with the most current regulations;
  - ii. A Phase 2 Environmental Site Assessment if required as a result of the Phase 1 Environmental Site Assessment, in compliance with the most current regulations;
  - iii. A decommissioning report if contaminated material has been identified and is removed, or alternatively, a copy of the Certificate of Property Use approved by the Ministry of Environment and Climate Change.
- 93 Prior to registration, Owner shall submit confirmation to the City's Chief Building Official of the filing of the Record of Site Condition and the Environmental Site Registry in compliance with most current regulations. A copy of the Environmental Site Assessments shall be submitted to the Director of Environment and Development Engineering.
- 94 The Owner acknowledges and agrees in the Subdivision Agreement that prior to the initiation of any site grading or servicing, to submit a report identifying all existing water wells and private sewage disposal systems on the Draft Plan lands. The Owner shall agree to provide verification to the satisfaction of the City's Chief Building Official that all wells and septic systems identified have been decommissioned in accordance with all applicable laws and regulations.
- 95 The Owner acknowledges and agrees in the Subdivision Agreement that where a building still incorporating all exposed basement is proposed, the external treatment of the exposed basement shall be consistent with exterior treatment of the balance of the structure.
- 96 The Owner acknowledges and agrees in the Subdivision Agreement that for those lots designated as fire break lots by the City's Building Division in the direction of this superstructure shall be permitted only upon the approval of the City's Chief Building Official.
- 97 Prior to the issuance of any building permit, the Owner shall submit an engineering report to the satisfaction of the City's Chief Building Official indicating special foundation requirements if any to support structures that may be erected on disturbed ground or lots/blocks where filling has occurred.

### **Municipal Addressing**

- 98 Prior to registration, the Owner shall forward the proposed plan of subdivision to be registered in digital format (Autocad) to the GIS Services in the City's Digital Innovation & Information Technology Department.

### **Toronto and Region Conservation Authority (TRCA)**

#### **Red-line Revisions**

- 99 Prior to registration, the final Plan shall be in general conformity with the draft plan prepared by KLM Planning Partners Incorporated, dated September 20, 2019, prior to a request for clearance for registration of any phase of this plan, to:
- a) Include appropriate blocks that are to be conveyed to the City of Brampton as appropriate to the satisfaction of the City of Brampton and TRCA.
  - b) Meet the requirements of TRCA's conditions, including the adjustment of block lot lines to the satisfaction of the City of Brampton and TRCA as a result of the completion of the required studies.
  - c) Should the above not be adequately addressed in the Plan, red-line revisions will be required to the satisfaction of the TRCA, to address TRCA's requirements with respect to these conditions.
- 100 Prior to registration of the Plan of Subdivision, provide an M-Plan showing the adjusted lot/block lines, additional lots/blocks and any other required revisions to the satisfaction of the City of Brampton and the TRCA.

#### **Prior to Works Commencing**

- 101 That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
- a) A Functional Servicing Report (FSR) that describes the storm drainage system (quality and quantity) for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan (MESP), Environmental Implementation Report (EIR) and TRCA requirements. This report shall include:
    - i. 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 or major flows. Confirmation must be provided with respect to how target flows as per the hydrologic studies will be achieved during and post-development.
    - ii. Provide provisions for appropriately sized Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality, quantity, and volume of ground and surface water resources, including how they relate to terrestrial and aquatic species and their habitat, in addition to natural features and systems, in accordance

- with TRCA's current Stormwater Management Guidelines. The existing drainage patterns should be maintained, to the greatest extent possible, and the existing ecological function of all features is to be maintained, consistent with TRCA's guidelines.
- iii. 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 (dated December 2006) utilized by the TRCA. Erosion and sediment control plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included.
  - iv. Detailed plans 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 pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation.
  - v. Mapping of proposed stormwater management measures, with consideration for existing vegetation to be disturbed, grade differentials and grading required.
  - 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. The integration of Low Impact Development (LID) measures and the employment of source and conveyance controls to mimic, to the extent feasible, pre-development hydrology to the satisfaction of the TRCA.
  - viii. Preliminary plans illustrating erosion and sediment control measures including construction staging and phasing.
  - ix. A groundwater constraint assessment that will examine existing and proposed groundwater levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. Interactions between untreated surface and groundwater, shallow groundwater, and dewatering requirements must be identified, with refinements and/or revision made as necessary to the stormwater management system to mitigate against any potential impacts to the satisfaction of the TRCA. No permanent dewatering of groundwater or interflow associated with any component of this development shall be permitted. The need for liners and/or plugs associated with the stormwater management system shall be assessed, and suitable liners and/or plugs shall be provided where necessary. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated.
  - x. Overall site-level water balance analysis that will identify measures that will be implemented during pre and post development that:

- i. Mimic the pre-development surface and groundwater water balance for the overall site to meet the target rates, including infiltration as per the Block Plan EIR to the satisfaction of the TRCA;
  - ii. Maintain pre-development flow regimes and hydroperiods (i.e., quality, volume, rate, duration, timing, frequency and spatial distribution of water) to significant natural features;
  - iii. Demonstrate how post-development conditions will retain a minimum of the first 5mm of rainfall over the entire site, including best efforts for infiltration measures to the satisfaction of the TRCA;
  - iv. Mitigate against any potential on-site or downstream erosion associated with the stormwater management system;
  - v. Maintain baseflow contributions at pre-development levels, duration and frequency, in all areas of affected watercourses to the satisfaction of TRCA staff; and,
  - vi. Provide detailed design of the system(s) and implementation information and measures.
- xi. An overall monitoring plan that outlines short (i.e., during construction), medium and long-term (i.e., post-construction and operational) monitoring activities and responsibilities.
- b) That the applicant obtains all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required.

### **Subdivision Agreement**

102 That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA:

- 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 control 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 Ontario Regulation 166/06 from the TRCA.
- f) To implement all water balance/infiltration measures identified in the water balance study that is to be completed for the subject property.
- g) To design a monitoring protocol and provide the requisite funding, obtain approvals, monitor and maintain the site level water balance and features

based water balance measures on this site (including LIDs) and to provide the requisite funding for the long-term monitoring of this system for a period as agreed to in the Functional Servicing Report (assumption) once the facilities are operational, to the satisfaction of the TRCA.

- h) That, where required to satisfy TRCA's conditions, development shall be phased within this Plan.
- i) 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.
- j) To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures) prior to assumption of the subdivision by the City of Brampton. And, to include appropriate clauses in all agreements of purchase and sale agreements, for lots and blocks on which stormwater management measures are being constructed to identify the presence of such measures and to clearly identify the owner's responsibilities for long-term maintenance, and any restrictions to uses on any portion of their property that these may require.

### **Sales Office Home Information Map**

103 Prior to the offering of any lots/dwellings for sale, the Homebuyers Information Map is to be approved by the City. Owner acknowledges and agrees in the Subdivision Agreement to prepare a Homebuyers Information Map of the subdivision to be provided to City Development Services staff for review and approval, and thereafter posted in a prominent location in each sales office where homes in the subdivision are being sold. The map shall contain the following information and clauses as applicable:

- a) The proposed land uses within a subdivision based on the latest draft plan;
- b) The proposed location of the heritage house;
- c) The approximate location the heritage elements within the park;
- d) Where applicable, a statement indicating that place of worship and school sites may be used for residential uses if they are not acquired for their original purpose within the time specified in the Subdivision Agreement;
- e) The immediately surrounding existing and proposed land uses;

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- f) Those lots or blocks that have existing and potential noise environmental problems based on the Noise Feasibility Study, including all relevant warning clause is on the map;
  - g) The approximate locations of noise attenuation walls and berms;
  - h) The approximate locations and types of other fencing within the subdivision;
  - i) Where parks and open space, stormwater management facilities and walkways are located;
  - j) The types and locations of parks, valley lands and other open space passive or active and a general description of their proposed facilities and anticipated level of maintenance to be confirmed in each case with the City's Environment and Development Engineering Division;
  - k) Potential locations of all Canada Post community mailboxes on corner lots except corner lots at the intersection of an arterial road;
  - l) The locations of all Brampton Transit routes throughout the subdivision; and
  - m) The proposed standard notes, using capital letters where noted below:

**“NOTICE AND ADVICE TO PURCHASERS:**

- I. THIS MAP IS INTENDED TO PROVIDE HOMEBUYERS WITH GENERAL INFORMATION ABOUT THE SUBDIVISION AND THE SURROUNDING AREA. THE FOLLOWING IS A LIST OF POTENTIAL CONCERNS THAT HOMEBUYERS MAY HAVE AND THE TELEPHONE NUMBERS AT CITY HALL IF YOU NEED MORE INFORMATION. FOR THE BEST SERVICE YOU ARE ENCOURAGED TO CALL DURING NORMAL BUSINESS HOURS WHICH ARE 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY.

**PLEASE NOTE:**

THIS MAP IS BASED ON INFORMATION AVAILABLE ON (MONTH/2020) AND MAY BE REVISED WITHOUT NOTICE TO PURCHASERS. HOWEVER, ANY CHANGE IN PERMITTED LAND-USE INVOLVES THE PLANNING PROCESS, INCLUDING PUBLIC NOTIFICATION IN ACCORDANCE WITH THE PLANNING ACT.

- ii. There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.

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- iii. Some streets in the subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - iv. There may be catch basins or utility easements located on some lots/blocks the subdivision. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - v. Some lots/blocks will be affected by noise from adjacent roads, industries or aircraft and warning clauses will apply as well to purchasers. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - vi. The map shows that some of the lots/blocks affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - vii. The final location of walkways or retaining walls may change without notice.
  - viii. Door to door mail delivery will not be provided in the subdivision and community mailboxes will be directly beside some lots/blocks. If you have any questions please call 1-800-267-1177.
  - ix. Some streets will have sidewalks on both sides of the street while other streets will have them on only one side or not at all. If you have any questions please call (905) 874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - x. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - xi. There may be Brampton Transit bus routes within the subdivision with stops beside some homes. The City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions please call (905)874-2750 or email [transit@brampton.ca](mailto:transit@brampton.ca).
  - xii. Boulevard trees will be planted according to City requirements approximately 12 to 18 m apart and a tree will not necessarily be located in front of every home.

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- xiii. The offer of Purchase and Sale may contain itemized charges for features covered in the cities subdivision agreement. These features may include street trees driveway paving, siding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may be also described in general terms, such as “community aesthetics enhancements”. Despite paying this charge, the purchaser may be left without a tree on the lots/blocks in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- xiv. The City will not reimburse purchasers, nor assist in any recovery of monies paid, under any circumstance.
- xv. 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 City of Brampton’s Environment and Development Engineering Division at (905) 874-2050.
- xvi. The Park Block (**Block 82**) may contain active recreational facilities and will contain heritage commemoration elements. 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 City of Brampton’s Environment and Development Engineering Division at (905) 874-2050.
- xvii. The design of features on public lands may change. Features shown in the Community Design Guidelines and its associated addendum may be constructed as shown or altered, at the City’s discretion, without notification to purchasers. Builders’ sales brochures me depict these features differently from what is showing on the Community Design Guidelines or the as-built drawings. This City has no control over builder’s sales brochures.
- xviii. The City of Brampton’s Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permit a driveway width for your lot.
- XIX. FOR FURTHER INFORMATION, ON PROPOSED AN EXISTING LAND USE, PLEASE CALL (905)874–2050 OR EMAIL [PLANNING.DEVELOPMENT@BRAMPTON.CA](mailto:PLANNING.DEVELOPMENT@BRAMPTON.CA).
- XX. FOR DETAILED BERMING AND GRADING INFORMATION, PLEASE CALL THE SUBDIVIDER’S ENGINEERING CONSULTANT.



- XXI. FOR DETAILED INFORMATION PERTAINING TO STREETScape, PARKS OR OPEN SPACE, PLEASE CALL THE SUBDIVIDER'S LANDSCAPE ARCHITECTURE CONSULTANT."

### **Digital Submission of Plans**

104. Prior to registration, the Owner shall submit a digital subdivision of the current draft plan, in accordance with the City's Planning & Development Services digital submission requirements.

### **Prior to the Sale of Units**

105. The Owner acknowledges and agrees in the Subdivision Agreement that prior to the sale of any units within the subdivision, to update any and all plans, studies, and reports required to be updated in the discretion of the City, to the satisfaction of the applicable commissioner. Furthermore, the Owner shall implement all recommendations of such updated plans, studies and reports, including but not limited to gratuitously conveying additional lands and easements to the City, all to the satisfaction of the applicable Commissioner prior to the sale of any units within the subdivision.

### **Final Homebuyers Information Map**

106. Prior to registration, the Owner shall prepare a detailed final Homebuyers Information Map, based on the final plan, and approved by the City to replace the Preliminary Homebuyers Information Map in all affected sales offices. This map shall contain the following information:

- a) All of the information required on the preliminary map;
- b) The locations of all sidewalks and walkways;
- c) The locations of all rear yard catch basins and utilities easements on private property where applicable;
- d) The locations of all above ground utilities;
- e) The location of the park facilities, including the heritage commemoration elements;
- f) The location of the heritage dwelling;
- g) The locations of all bus stops if known; and,
- h) The final locations of all Canada post community mailboxes.

107. The Owner acknowledges and agrees in the Subdivision Agreement to ensure that each builder selling homes within the subdivision:

- a) Provides prospective purchasers with a notice from the City in the prescribed format that includes all of the notes required on the Homebuyers Information Map; and,

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- b) Attach a copy of the Preliminary Homebuyers Information Map to each offer of Purchase and Sale Agreement.
108. The Owner shall include the following warnings in bold type in all offers of Purchase and Sale for all lots/blocks within the plan:
- c) There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.
- d) Some streets in the subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- e) There may be catch basins or utility easements located on some lots in the subdivision. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- f) Some lots/blocks will be affected by noise from adjacent roads, industries or aircraft and warning clauses will apply as well to purchasers. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- g) Some lots/blocks will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- h) The final location of walkways or retaining walls may change without notice.
- i) Door to door mail delivery will not be provided in the subdivision and community mailboxes will be directly beside some lots/blocks. If you have any questions please call 1-800-267-1177.
- j) Some streets will have sidewalks on both sides while others will have them on only one side or not at all. If you have any questions please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- k) The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- l) There may be Brampton Transit bus routes within the subdivision with stops beside some homes. The City reserves the right to introduce transit services

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and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions please call (905)874-2750 or email [transit@brampton.ca](mailto:transit@brampton.ca).

- m) Boulevard trees will be planted according to City requirements approximately 12 to 18 m apart and a tree will not necessarily be located in front of every home.
- n) The offer of Purchase and Sale may contain itemized charges for features covered in the cities subdivision agreement. These features may include street trees driveway paving, siding, fencing, noise barriers, or gateway features, etc., on the public right of way. They may be also described in general terms, such as “community aesthetics enhancements”. Despite paying this charge, the purchaser may be left without a tree on the lot/block in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- o) The City will not reimburse purchasers, nor assist in any recovery of monies paid, under any circumstance.
- p) That the subdivision is not currently serviced by required infrastructure (water, septic, roads), and the construction of homes cannot commence until the completion of such infrastructure. The date of construction of the infrastructure, and thus the homes in the subdivision, is unknown at this time. The City will not be responsible for any costs incurred by purchasers related to the timing of construction of the required infrastructure and/or of the homes in the subdivision.
- q) The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, at the City’s discretion, without notification to purchasers. Builders’ sales brochures may depict these features differently from what is showing on the community design guidelines or the as-built drawings. This City has no control over builder’s sales brochures.
- r) The City of Brampton’s Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permit a driveway width for your lot.
- s) The Owner/developer 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 City of Brampton’s Environment and Development Engineering Division at (905) 874-2050.

- t) The Park Block (Block 82) may contain active recreational facilities and will contain heritage commemoration elements. 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 City of Brampton's Environment and Development Engineering Division at (905) 874-2050.

### **Dufferin-Peel Catholic District School Board**

109. Prior to registration, the Owner shall undertake the following to the satisfaction of the Dufferin-Peel Catholic District School Board:

- a) The Owner shall agree in the subdivision agreement to erect and maintain information signs at all major entrances to the proposed development advising of the following:

“Notice: Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available.”

These signs shall be to the Dufferin-Peel Catholic District School Board's specifications, at locations determined by the Board and erected prior to registration.

- b) The Owner shall include the following warning clauses in all offers of Purchase and Sale of residential lots:

- i). “Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.”
- ii). “That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.”

### **Peel District School Board**

110. Prior to registration, the Owner shall undertake the following to the satisfaction of the Peel District School Board:

- a) The Owner shall agree to erect and maintain signs at the entrances to the development which shall advise prospective purchasers that due to present school facilities, some of the children from the development may have to be accommodated in temporary facilities or bused to schools, according to the Board's Transportation Policy.
- b) The Board requires that the following clauses be placed into any agreements of sale and purchase entered into with regard to any units in this plan to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the Plan:
  - i). "Whereas despite the best efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine the exact schools."
  - ii). "The purchaser agrees that for the purposes of transportation to school, the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Board."

### **Canada Post**

111. Prior to registration, the Owner shall undertake the following to the satisfaction of Canada Post:
- a) Make satisfactory arrangements with Canada Post and the Director of Environment and Development Engineering, for the provision of suitable sites for the installation of Canada Post Community Mailboxes, which are not in conflict with any other utility (including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements and bus pads), and shall indicate these locations on the appropriate servicing plans, including the granting of any easements as deemed applicable that may be required in order to locate the Canada Post Community Mailboxes with a safe setback from the travelled portion of roadways.
  - b) Prior to offering any of the residential units for sale, the Owner agrees 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

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Community Mailbox site locations, as approved by Canada Post and the City of Brampton.

- c) Provide the following for each Community Mailbox site, as per Canada Post and City of Brampton standards:
  - i) an appropriately sized sidewalk section (concrete pad), per municipal standards, to place the Community Mailbox on;
  - ii) any required walkway across the boulevard, as per municipal standards; and
  - iii) any required curb depressions for wheelchair access.
- c) Determine, provide and maintain a suitable and safe temporary Community Mailbox location(s) to Canada Post's satisfaction. This temporary site will be utilized by Canada Post until the above mentioned criteria is completed at the permanent Community Mailbox site locations. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
- d) Include in all offers of Purchase and Sale a statement advising the prospective new home purchasers that mail delivery will be from a designated community mail box, include exact locations of each of these community mailbox locations, and advise any affected homeowners of any established easements granted to Canada Post.

### **Enbridge Gas Distribution**

112. Prior to registration, the Owner shall undertake the following to the satisfaction of Enbridge Gas Distribution:
- a) The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea20@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
  - b) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
  - c) Easement(s) are required to service this development and any future

adjacent developments. The Owner will provide all easement(s) to Enbridge Gas Distribution at no cost.

- d) In the event a pressure reducing regulator station is required, the Owner is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea20@enbridge.com.
- e) The Owner will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

### **Rogers Telecommunications**

113. Prior to registration, the Owner shall undertake the following to the satisfaction of Rogers Communications:
- a) At its own cost, grant all necessary easements and maintenance agreements required by those CRTC-licensed telephone companies and broadcasting distribution companies intending to serve the Subdivision (collectively the "Communications Service Providers").
  - b) In consultation with the applicable utilities and Communications Service Providers, prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.

### **Bell Canada**

114. Prior to registration, the Owner shall undertake the following to the satisfaction of Bell Canada:
- a) The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication / telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
  - b) That Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are located to the street line.

- c) Prior to commencing any work, the Owner shall confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Owner shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.

### **Alectra Utilities**

115. The following conditions shall be included in the Subdivision Agreement to the satisfaction of Alectra Utilities:

- a) The Owner acknowledges that easement requirements will be required, and that this will be confirmed as part of final design and approvals associated with the subdivision and road widening requirements.
- b) The Owner agrees to obtain written approval from Alectra Utilities indicating acceptance of meter locations prior to their installation. Any relocations required will be at the Owner's expense.
- c) Electric service for this site will originate from the adjacent lands and as such, is dependent on the construction of these developments.
- d) Owner will be responsible for the costs associated with all distribution, feeder, and switchgear installations as a requirement for the servicing of this site.
- e) Alectra Utilities requires a 5m x 7m switchgear easements to service this project. The exact location and number will be determined as part of the design process.
- f) Easement requirements along Mayfield Road, in conjunction with future road widening, may be required. This will be confirmed during final design of the road widening and subdivision.

### **Hydro/Telecommunications**

116. Prior to registration, the Owner must submit in writing, evidence to the Commissioner of Planning & Development Services that satisfactory arrangements have been made with the telecommunications and hydro providers for the installation of their plants in the common trench, within the prescribed location in the road allowances.

### **Region of Peel**

#### **Development Charges**



117. Prior to execution of the Subdivision Agreement by the Region, the Developer shall:
- a) Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Developer's knowledge at the time of the submission and to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan; and
  - b) Pay to the Region the appropriate hard service residential development charges (water, wastewater and road service components), pursuant to the Region's Development Charges By-law, as amended from time to time, calculated based on the information provided in the Residential Development Charges Payment Form.
118. Provision shall be made in the Subdivision Agreement with respect to:
- a) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
  - b) Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks);

Pursuant to the Region's Development Charges By-law, as amended from time to time.

#### Water Meter Fees

119. In respect of the water meter fees:
- a) Prior to registration of the plan of subdivision, the Developer shall pay to the Region the appropriate water meter fees, in accordance with the Region's Fees By-law, as amended from time to time for residential building lots (singles, semi-detached and freehold townhomes) to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan for the Lands;
  - b) A clause shall be included in the Subdivision Agreement that water meter fees for future residential development (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable to the Region prior to issuance of building permits, in accordance with the Region's Fees By-law, as amended from time to time; and
  - c) A clause shall be included in the Subdivision Agreement that in the event of an underpayment of water meter fees, the Developer shall be responsible for payment thereof forthwith upon request.

#### Drawings – Servicing and “As Constructed”

120. Prior to servicing, the Developer's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.

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121. Within (60) days of preliminary acceptance of the underground services, the Developer's engineer shall submit "As Constructed" drawings in digital format, pursuant to the latest Region's Digital Format Guidelines. The Developer's engineer shall also provide ties to all main line valves, ties to individual water service boxes, linear ties to sanitary sewer services and GPS coordinates of all watermain and sanitary sewer appurtenances in accordance with the latest requirements of the Region "Development Procedure Manual".

A clause shall be included in the Subdivision Agreement in respect of same.

#### General Conditions

122. Provision shall be made in the Subdivision Agreement with respect to construction of oversized 450mm sanitary sewer which is the financial responsibility of the Region as per Development Charges By-law. The oversized sanitary sewer works outside of the plan are included in the Region's Five Year Capital Budget.
123. A clause shall be included in the Subdivision Agreement stating that the Developer acknowledges and agrees that landscaping, signs, fences, gateway features, and any other encroachments shall not be permitted within the Region's easements and right-of-way.
124. A clause shall be included in the Subdivision Agreement that a restriction on transfer or charge for all lots and blocks within the plan of subdivision, save and except those to be conveyed to the City and the Region, shall be registered on title to said lots and blocks prohibiting any transfer or charge of said lots and blocks without the consent of the Region until all external sanitary sewers and watermains to service this plan have been completed to the Region's satisfaction. The Developer shall be responsible for all costs in respect of said restriction on title.
125. Prior to registration of the subdivision, the Developer shall execute a Subdivision Agreement with the local municipality and Region for the construction of municipal sanitary sewer, water, and regional roads associated with the lands. The Developer shall construct and design these services in accordance with the latest Region standards and requirements.
126. Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval:
- a) A satisfactory Functional Servicing Report showing the proposed sanitary sewer and water servicing plans for the development;
127. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.

128. Prior to registration of the plan of subdivision, the Developer shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Developer. The cost shall be based on a "per kilometre" basis for combined watermains and sanitary sewers installed pursuant to the Region's latest User Fees By-law.

129. Prior to registration of the plan of subdivision, the Developer shall ensure that:  
a) All lots and blocks must be serviced via an internal road network;

A clause shall be included in the Subdivision Agreement in respect of same.

130. Prior to servicing the Region may require the Developer to construct a sampling hydrant (at the Developers cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.

131. The Developer agrees that the Region shall hold back a portion of the Letter of Credit to cover the costs of services completed by the Region on a time and material basis pursuant to the current Region's User Fee By-Law.

A clause shall be included in the Subdivision Agreement in respect of same.

132. The Developer will maintain adequate chlorine residuals in the watermains within the plan from the time the watermains are connected to the municipal system until such time as the Region issues Final Acceptance. To maintain adequate chlorine residuals, the Developer shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Developer pursuant to the current Region's User Fee By-Law.

A clause shall be included in the Subdivision Agreement in respect of same.

a) In respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;

b) Until the issuance of Final Acceptance, a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents

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until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.

- c) The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
  - i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
    - a) Bacteriological Analysis - Total coliform and E-coli counts
    - b) Chemical Analysis - Nitrate Test
    - c) Water level measurement below existing grade
  - d) In the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
  - e) Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.

Clauses shall be included in the Subdivision Agreement in respect of same.

133. The Developer shall agree that neither the Developer nor any Builder will apply for building permits for any lots or blocks within the plan of subdivision until the Region's Public Works Department has issued Preliminary Acceptance and provided notice to the local municipality stating that internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing that the internal and external sanitary sewers and watermains, including fire protection, have been constructed, inspected and shall function in accordance with the detailed design as approved by the Region.

A clause shall be included in the Subdivision Agreement in respect of same.

134. Provision shall be made in the Subdivision Agreement that the Developer shall grant/obtain ( at no cost to the Region) all necessary easements for proposed /existing Regional infrastructures located in the vicinity of the proposed development, as this may be required by the Region to service proposed development and/or external lands.
135. Prior to registration of the plan of subdivision, the Developer shall submit draft reference plan(s) for the Region's review and approval prior to such plans being deposited. All costs associated with preparation and depositing of the plans and transfer of lands shall be at the sole expense of the Developer.
136. The Developer agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:
  - a) A copy of the final signed M-Plan
  - b) A copy of the final draft R-Plan(s); and
  - c) The documents required pursuant to Schedule B of the Subdivision Agreement and all associated documents.

A clause shall be included in the Subdivision Agreement in respect of same.

#### Waste Management

137. Prior to Registration of the Subdivision, the Region will require a satisfactory Waste Collection Plan demonstrating all the collection requirements outlined in the most current version of the Region's Waste Collection Design Standards Manual

#### **Administrative – Clearance of Conditions**

Prior to the signing of the final plan by the Commissioner of Planning & Development Services, or his designate, they shall be advised that the above noted conditions have been carried out to the satisfaction of the appropriate agencies and the City.

#### NOTE 1:

In accordance with City Council resolution C003-97, draft approval granted under Section 51 of the *Planning Act*, R.S.O., 1990, c.P.13 is valid until draft approval is either withdrawn, or the plan is registered. The conditions of draft approval will, however, be reviewed initially 3 years after draft approval is granted and subsequently every 2 years to determine if the conditions are appropriate or whether draft approval should be withdrawn.

#### NOTE 2:

In order to expedite the clearance of conditions, we suggest that a copy of the signed Subdivision Agreement be forwarded to the following agencies upon execution:

Mr. Chris Fearon  
Delivery Planning  
Canada Post Corporation  
5210 Bradco Blvd, Suite 200  
Mississauga, Ontario L4W 1G7

Ms. Stephanie Cox  
The Dufferin-Peel Catholic District School Board  
40 Matheson Boulevard West  
Mississauga, Ontario L5R 1C5

Ms. Bianca Bielski  
Manager of Planning  
Peel District School Board  
5650 Hurontario Street  
Mississauga, Ontario L5R 1C6

Ms. Nikki DeGroot  
Enbridge Gas Distribution Inc.  
500 Consumers Road  
North York, Ontario M2J 1P8

Mr. Henry Gamboa  
Alectra Utilities  
175 Sandalwood Parkway West  
Brampton, Ontario L7A 1E8

Ms. Meghan Palynchuk  
Bell Canada  
Floor 5, 100 Borough Drive  
Scarborough, Ontario M1P 4W2

Mr. Andrew Leung  
Rogers Cable Communications Inc.  
3573 Wolfedale Road  
Mississauga, Ontario L5C 3T6

Mr. John Hardcastle  
Region of Peel  
10 Peel Centre Drive  
Brampton, Ontario L6T 4B9

Dorothy DiBerto  
Credit Velley Conservation  
1255 Old Derry Road

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Mississauga Ontario L5N 6R4

NOTE 4:

The costs of any relocations or revisions to Alectra Utilities facilities which are necessary to accommodate this subdivision will be borne by the Owner, and further any easement rights of Alectra Utilities are to be respected. The Owner should contact the local Alectra Utilities Area office to verify if any low voltage distribution lines may be affected by the proposal.

NOTE 5:

It is recommended that the Owner or their consultant contact the Credit Valley Conservation to clarify specific requirements prior to preparation of detailed engineering reports.

November 20, 2023

GSAI File: 1329-002

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: November 20, 2023 Planning and Development Committee  
City-Initiated Amendment to the Zoning By-law  
Item 5.1 - Report No. Planning, Bld & Growth Mgt-2023-904  
5227 Mayfield Road, Brampton, ON  
City of Brampton  
City File: OZS 2021- 0026 & 21T-21006B**

Glen Schnarr & Associates Inc. (GSAI) are the Planning Consultants for Digram Developments Brampton Inc. On their behalf, we are pleased to provide this Comment Letter in relation to Item 5.1 - 'City-Initiated Amendment to the Zoning By-law' on the November 20th Planning and Development Committee Agenda.

For context to this Comment Letter, GSAI and Digram Developments Brampton Inc. are actively working on an application for the approvals for the Draft Plan of Subdivision, Official Plan Amendment and Zoning Bylaw Amendment under City of Brampton File on lands municipally known as 5227 Mayfield Road, Brampton, ON (OZS 2021- 0026 & 21T-21006B). This work encompasses a range of single detached, townhouse, and medium and high-density condominium dwellings varying in size, as well as a mixed-use block, contributing to the establishment of a completed community in Block Plan Area 48-2.

We understand City staff are advancing a City-Initiated Amendment to the Zoning By-law to assist with the interpretation and application of the Zoning By-law and help reduce the number of minor variance applications submitted to the City. Included in the proposed amendments is an amendment to Section 10.5. (c) of the Zoning By-law to increase the minimum interior length and width of residential garages. More specifically, we understand City staff are proposing to increase the minimum interior space of a garage from 2.7 m by 5.4 m to 3.3 m by 7 m, on the basis that the *"increased garage size will*



*accommodate a functional parking space and storage for waste bins while also enhancing residential streetscape”.*

On behalf of Digram Developments Brampton Inc., we offer the following comments and observations regarding the ‘City-Initiated Amendment to the Zoning By-law’:

- We understand the City has satisfied themselves on alternative garage standards less than 3.3 m by 7 m elsewhere in the City. We appreciate Planning Act applications are reviewed on their own merits and that consistency is required on how minimum garage templates are applied throughout the City; however, the proposed minimum standards (3.3 m by 7 m) are in excess of what has been discussed with the development industry on Planning Act applications.
- The City’s presentation states the proposed increase in the garage dimension is to accommodate storage for waste bins. It is important to note that the Region of Peel’s ‘Waste Collection Design Standard Manual’ (2020) states that garage storage can be provided in the garage, backyard or side yard for storage carts, with direct access to the collection point location. Increasing the garage length to 7 m assumes that an applicant must provide waste storage within a garage whereas the Region’s standards allow for flexibility in where waste storage can be accommodated.
- The City of Brampton’s Development Design Guidelines states that “*garage widths shall be a balance within the proportions of the house and lot width they serve. To advert negative impacts on the streetscape, large garages on narrow lots are to be avoided.*” It is our opinion that the proposed 3.3 m by 7.0 m minimum requirement could result in disproportionate streetscape design for residential units. The proposed amendments could create challenges with facilitating compact built forms and affordable housing since livable space will be taken up by larger garages to accommodate convenient storage and movement of garbage bins.

The current staff proposal to increase the interior garage space from a minimum of 2.7 m by 5.4 m (14.58 m<sup>2</sup> or 157 ft<sup>2</sup>) to 3.3 m by 7.0 m (23.1 m<sup>2</sup> or 248.6 ft<sup>2</sup>) would result in the removal of 8.52 m<sup>2</sup> or 91.7 sf of living space on every unit. **This is basically equivalent to a loss of a bedroom on each unit, which does not support larger, family sized dwelling units.**

With the current housing market conditions and the priority for delivering more affordable housing, we feel that the increased interior garage standard just to conveniently store and move the garbage bins is counter-intuitive to achieving these priorities. Furthermore, there is no assurance that increasing the garage space will result in occupants not putting garbage bins in the front yard – this is a zoning enforcement issue and could continue to be a zoning enforcement issue even if the minimum garage size is increased if the occupant uses the extra space for other storage needs. **As such, we ask that City Council maintain the current minimum interior garage standard of 2.7 m by 5.4 m**

**and that staff be directed to assess the convenient storage and movement of waste bins in the garage on a site by site basis.**

Subdivision 21T-21006B is pending for a Draft Approved with a site-specific Zoning By-law also scheduled to be considered by the Planning and Development Committee for its approval on November 20, 2023. It will be one of the many approved projects, not yet at Building Permit stage, which could be negatively impacted by the proposed, broad sweeping changes to the minimum garage dimensions. Should Council decide to approve the increase in minimum garage dimensions, we strongly suggest transition provisions be included to appropriately transition projects which have been approved to date, but not yet at Building Permit stage. This will help prevent further delays in delivering much needed housing.

Thank you for the opportunity to provide these comments. We respectfully request that our comments be considered by City Staff in formulating any final recommendations to City Council on this matter. We would be happy to meet with City Staff and discuss our comments.

Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



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Colin Chung, MCIP, RPP  
Managing Partner



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Andrew Leung  
Planner

November 20, 2023

GSAI File: P – 11223 Torbram

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: November 20, 2023 Planning and Development Committee  
City-Initiated Amendment to the Zoning By-law  
Item 5.1 - Report No. Planning, Bld & Growth Mgt-2023-904  
11223 Torbram Road, Brampton, ON  
City of Brampton  
City File: C06E16.007**

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Glen Schnarr & Associates Inc. (GSAI) are the Planning Consultants for Digram Developments Countryside Inc. On their behalf, we are pleased to provide this Comment Letter in relation to Item 5.1 - 'City-Initiated Amendment to the Zoning By-law' on the November 20<sup>th</sup> Planning and Development Committee Agenda.

For context to this Comment Letter, the Local Planning Appeal Tribunal (now the Ontario Land Tribunal (OLT)) in its procedural order dated June 25, 2020 approved a settlement between the City of Brampton and Digram Developments Countryside Inc., for an Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision to facilitate a residential development consisting of single detached and townhouse dwellings on lands municipally addressed as 11223 Torbram Road, Brampton, ON (File # C06E16.007). Attached for ease of reference is a copy of the LPAT Decision dated June 25, 2020. Digram Developments Countryside Inc. is currently awaiting for advancing the detailed engineering design submission upon the neighbouring landowner receiving Draft Plan approval.

We understand City staff are advancing a City-Initiated Amendment to the Zoning By-law to assist with the interpretation and application of the Zoning By-law and help reduce the number of minor variance applications submitted to the City. Included in the proposed amendments is an amendment to Section 10.5. (c) of the Zoning By-law to increase the

minimum interior length and width of residential garages. More specifically, we understand City staff are proposing to increase the minimum interior space of a garage from 2.7 m by 5.4 m to 3.3 m by 7 m, on the basis that the *“increased garage size will accommodate a functional parking space and storage for waste bins while also enhancing residential streetscape”*.

On behalf of Digram Developments Countryside Inc., we offer the following comments and observations regarding the ‘City-Initiated Amendment to the Zoning By-law’:

- The design of the dwelling units as approved through the LPAT settlement proceedings relied on the existing zoning provision in Section 10.5 (c). At that time, Digram Developments Countryside Inc. did not see a need to introduce minimum garage standards into its site-specific Zoning By-law when it was recognized that Section 10.5 (c) could be relied upon. Digram Developments Countryside Inc. has concerns that expanding the garage dimensions will impose new conditions on its development that has advanced detailed designs through a site planning process and detailed engineering submissions.
- We understand the City has satisfied themselves on alternative garage standards less than 3.3 m by 7 m elsewhere in the City. We appreciate Planning Act applications are reviewed on their own merits and that consistency is required on how minimum garage templates are applied throughout the City; however, the proposed minimum standards (3.3 m by 7 m) are in excess of what has been discussed with the development industry on Planning Act applications.
- The City’s presentation states the proposed increase in the garage dimension is to accommodate storage for waste bins. It is important to note that the Region of Peel’s ‘Waste Collection Design Standard Manual’ (2020) states that garage storage can be provided in the garage, backyard or side yard for storage carts, with direct access to the collection point location. Increasing the garage length to 7 m assumes that an applicant must provide waste storage within a garage whereas the Region’s standards allow for flexibility in where waste storage can be accommodated.
- The City of Brampton’s Development Design Guidelines states that *“garage widths shall be a balance within the proportions of the house and lot width they serve. To avert negative impacts on the streetscape, large garages on narrow lots are to be avoided.”* It is our opinion that the proposed 3.3 m by 7.0 m minimum requirement could result in disproportionate streetscape design for residential units. The proposed amendments could create challenges with facilitating compact built forms and affordable housing since livable space will be taken up by larger garages to accommodate convenient storage and movement of garbage bins.

The current staff proposal to increase the interior garage space from a minimum of 2.7 m by 5.4 m (14.58 m<sup>2</sup> or 157 ft<sup>2</sup>) to 3.3 m by 7.0 m (23.1 m<sup>2</sup> or 248.6 ft<sup>2</sup>)

would result in the removal of 8.52 m<sup>2</sup> or 91.7 sf of living space on every unit. **This is basically equivalent to a loss of a bedroom on each unit, which does not support larger, family sized dwelling units.**

With the current housing market conditions and the priority for delivering more affordable housing, we feel that the increased interior garage standard just to conveniently store and move the garbage bins is counter-intuitive to achieving these priorities. As such, we ask that City Council maintain the current minimum interior garage standard of 2.7 m by 5.4 m and that staff be directed to assess the convenient storage and movement of waste bins in the garage on a site by site basis.

Subdivision 21T-15008B is already Draft Approved with site-specific Zoning By-laws also approved. They are two of the many approved projects, not yet at Building Permit stage, which could be negatively impacted by the proposed, broad sweeping changes to the minimum garage dimensions. Should Council decide to approve the increase in minimum garage dimensions, **we strongly suggest transition provisions be included to appropriately transition projects which have been approved to date, but not yet at Building Permit stage. This will help prevent further delays in delivering much needed housing.**

Thank you for the opportunity to provide these comments. We respectfully request that our comments be considered by City Staff in formulating any final recommendations to City Council on this matter. We would be happy to meet with City Staff and discuss our comments.

Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



Colin Chung, MCIP, RPP  
Managing Partner



Andrew Leung  
Planner

**Local Planning Appeal Tribunal**  
Tribunal d'appel de l'aménagement  
local



**ISSUE DATE:** June 25, 2020

**CASE NO(S):**

PL180292  
PL180294

The Ontario Municipal Board (the "OMB") is continued under the name Local Planning Appeal Tribunal (the "Tribunal"), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	Digram Developments Brampton Inc.
Subject:	Application to amend Zoning By-law No. 270-2004 - Refusal or neglect of City of Brampton to make a decision
Existing Zoning:	Agriculture "A"
Proposed Zoning:	Residential Single Detached F-11.0 - Section AAAA (R1 F-11.0 - AAAA)", "Residential Townhouse E-4.5 - Section BBBB (R3E-4.5 - BBBB)", Residential Apartment A - Section CCCC (R4A-CCCC)" and "Open Space (OS)" zones
Purpose:	To permit residential development
Property Address/Description:	Part of Lot 16, Concession 5, East of Hurontario Street
Municipality:	City of Brampton
Municipality File No.:	C06E16.004
OMB Case No.:	PL180292
OMB File No.:	PL180292
OMB Case Name:	Digram Developments Brampton Inc. v. Brampton (City)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	Digram Developments Brampton Inc.
Subject:	Proposed Plan of Subdivision - Failure of City of Brampton to make a decision
Purpose:	To permit residential development
Property Address/Description:	Part of Lot 16, Concession 5, East of

Municipality: Hurontario Street  
 City of Brampton  
 Municipality File No.: 21T-17006B  
 OMB Case No.: PL180292  
 OMB File No.: PL180293

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Digram Developments Countryside Inc.  
 Subject: Application to amend Zoning By-law No. 270-2004 - Refusal or neglect of City of Brampton to make a decision

Existing Zoning: Agriculture "A"  
 Proposed Zoning: Residential Single Detached F-11.0 Section AAAA (R1 F-11.0 - AAAA)", "Residential Townhouse E-4.5 - Section - 8888 (R3E-4.5 - 8888)" and "Open Space (OS)" zones

Purpose: To permit residential development  
 Property Address/Description: 11223 Torbram Road  
 Municipality: City of Brampton  
 Municipality File No.: C06E16.007  
 OMB Case No.: PL180294  
 OMB File No.: PL180294  
 OMB Case Name: Digram Developments Countryside Inc. v. Brampton (City)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Digram Developments Countryside Inc.  
 Subject: Proposed Plan of Subdivision - Failure of City of Brampton to make a decision

Purpose: To permit residential development  
 Property Address/Description: 11223 Torbram Road  
 Municipality: City of Brampton  
 Municipality File No.: 21T-17009B  
 OMB Case No.: PL180294  
 OMB File No.: PL180295

## **APPEARANCES:**

### **Parties**

City of Brampton

### **Counsel\*/Representative**

A. Wilson-Peebles and  
 A.G. D'Andrea

Digram Developments Countryside  
Inc. and Digram Developments  
Brampton Inc.

M. Flowers

695904 Ontario Ltd.

K. Sliwa

**AMENDING DECISION OF THE TRIBUNAL DELIVERED BY R.G.M. MAKUCH**

[1] In accordance with Rule 24.4 of the Tribunal's *Rules of Practice and Procedure*, whereby the Tribunal may at any time and without prior notice to the parties correct a technical or typographical error made in a decision or order, the Memorandum of Oral Decision and Order ("Decision") issued on June 10, 2020, is hereby amended with consent of the parties:

- By correcting the order of the Attachments to Schedule 1 and Schedule 2 to the Decision and replacing it with Schedules 1 and 2 to this Decision.
- By correcting the spelling of the name from Yarrenton to Yarranton throughout the Decision.

[2] In all other respects the Tribunal's Decision remains the same.

*"R.G.M. Makuch"*

R.G.M. MAKUCH  
VICE-CHAIR

If there is an attachment referred to in this document,  
please visit [www.elto.gov.on.ca](http://www.elto.gov.on.ca) to view the attachment in PDF format.

**Local Planning Appeal Tribunal**

A constituent tribunal of Tribunals Ontario - Environment and Land Division  
Website: [www.elto.gov.on.ca](http://www.elto.gov.on.ca) Telephone: 416-212-6349 Toll Free: 1-866-448-2248



## SCHEDULE 1



# Local Planning Appeal Tribunal Order

**ISSUE DATE:**

**CASE NO.:**

PL180292

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Digram Developments Brampton Inc.  
Subject: Application to amend Zoning By-law No. 270-2004 - Refusal or neglect of City of Brampton to make a decision

Existing Zoning: Agriculture "A"  
Proposed Zoning: "Residential Single Detached F-11.0 Section AAAA (R1 F-11.0 - AAAA)", "Residential Townhouse E-4.5 - Section - BBBB (R3E-4.5 - BBBB)", "Residential Apartment A – Section CCCC (R4A-CCCC)" and "Open Space (OS)" zones

Purpose: To permit residential development  
Property Address/Description: Part of Lot 16, Concession 5, East of Hurontario Street

Municipality: City of Brampton  
Municipality File No.: C06E16.004  
LPAT Case No.: PL180292  
LPAT File No.: PL180292  
LPAT Case Name: Digram Developments Brampton Inc. v. Brampton (City)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990,c.P.13,as amended

Applicant and Appellant: Digram Developments Brampton Inc.  
Subject: Proposed Plan of Subdivision - Failure of City of Brampton to make a decision

Purpose: To permit residential development  
Property Address/Description: Part of Lot 16, Concession 5, East of Hurontario Street

Municipality: City of Brampton  
Municipality File No.: 21T-1700BB  
LPAT Case No.: PL180292  
LPAT File No.: PL180293

**WHEREAS** the Tribunal has received and reviewed the Affidavit of Mark Yarranton, MCIP, RPP, sworn on May 5, 2020, in support of the settlement of the above appeals;

**AND WHEREAS** the Tribunal has received submissions in support of the settlement of the above appeals from counsel to Digram Developments Brampton Inc. (“Digram”) and the City of Brampton;

**THE TRIBUNAL ORDERS** that Digram’s appeal of its zoning by-law amendment application is allowed and City of Brampton Zoning By-law 270-2004 is hereby amended in accordance with Attachment 1 to this Order;

**AND THE TRIBUNAL FURTHER ORDERS** that Digram’s appeal of its subdivision application is allowed and the Draft Plan of Subdivision prepared by KLM Planning Partners Inc., February 11, 2020, attached as Attachment 2 to this Order, is hereby approved, subject to the conditions of approval set out in Attachment 3 to this Order;

**AND THE TRIBUNAL FURTHER ORDERS** that, in accordance with s.51(56.1) of the *Planning Act*, the City of Brampton shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of s.51(58) of the *Planning Act*;

**AND THE TRIBUNAL FURTHER ORDERS** that it may be spoken to in the event that there are any issues arising from the implementation of this Order.

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TRIBUNAL REGISTRAR



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2020

To amend Comprehensive Zoning By-law 270-2004

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The Council of the Corporation of the City of Brampton ENACTS as follows  
By-law 270-2004, as amended, is hereby further amended:

1. By changing Schedule A thereto, the zoning designation of the lands as shown outlined on Schedule A to this by-law:

From:	To:
Agricultural (A)	Residential Single Detached F (H)11.6 - Section 2983 (R1F(H) – 11.6 - Section 2983);  Residential Townhouse E (H) – 6.0 – Section 2984 (R3E(H)-6.0-2984)  Residential Townhouse E (H) – 4.5 – Section 2985 (R3E(H)-4.5-2985)  Residential Apartment A (H) – 2986 (R4A(H)-2986)  Open Space OS

By adding the following Sections:

“2983 The lands designated R1F(H)-11.6-Section 2983 on Schedule A to this By-law:

2983.1 Shall only be used for the following purposes:

- 1) Shall only be used for the purposes permitted within the R1F-x zone.

2983.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;

- 2) Maximum cumulative garage door width: 5.5 metres

2983.3 The Holding (H):

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Bramalea Road and Torbram Road as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy.

2984 The lands designated R3E(H)-6.0-Section 2984 on Schedule A to this By-law:

2984.1 Shall only be used for the following purposes:

- 1) Shall only be used for the purposes permitted within the R3E-x-x zone.

2984.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;
- 2) Minimum building setback to a daylighting triangle/rounding: 1.5 metres
- 3) Minimum lot width for a lot abutting a daylighting triangle: 7.0 metres
- 4) No minimum dwelling unit width shall apply;
- 5) Minimum Interior Side Yard Width:
  - a. 1.2 metres; or
  - b. 0.0 metres abutting a side lot line that coincides with a shared common wall between two dwellings;
- 6) Maximum Lot Coverage: No requirement
- 7) Maximum garage door width: 3.5 metres

2984.3 The Holding (H) :

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.

- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
- a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Bramalea Road and Torbram Road as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy.

2985 The lands designated R3E(H)-4.5-Section 2985 on Schedule A to this By-law:

2985.1 Shall only be used for the following purposes:

- 1) Permitted uses:
  - a. Purposes permitted within the R3E-x zone
  - b. Dual Frontage Townhouse Dwelling;

2985.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;
  - 2) Minimum building setback to a daylighting triangle/rounding: 1.5 metres
  - 3) No minimum dwelling unit width shall apply;
  - 4) Minimum Rear Yard Depth 4.5 metres to any living space above a garage
  - 5) Minimum setback to a garage door: 0.0 metres when accessed from from the rear yard
  - 6) Minimum Interior Side Yard Width:
    - a. 1.2 metres; or
    - b. 0.0 metres abutting a side lot line that coincides with a shared common wall between two dwellings;
  - 7) Minimum Front Yard Depth: 3.0 metres
- For the purposes of lands zoned R3E(H)-4.5-Section 2982, the front lot line shall be deemed to be Torbram Road.
- 8) Maximum Building Height: 14.0 metres
  - 9) Maximum Lot Coverage: no requirement

10) The requirement for maintaining a minimum 0.6 metre wide permeable landscape surface abutting one side lot line shall not apply;

11) Maximum garage door width: 3.5 metres

2985.3 The Holding (H) :

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Bramalea Road and Torbram Road as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy.

2986 The lands designated R4A(H)-Section 2986 on Schedule A to this By-law:

2986.1 Shall only be used for the following purposes:

- 1) Permitted uses
  - a. Permitted uses within the R4A zone;
  - b. Townhouse Dwellings;
  - c. Rear Lane Townhouse Dwellings;
  - d. Stacked Townhouse Dwellings;
  - e. Live-work Townhouse Dwellings.

2986.2 The Holding (H):

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Bramalea Road and Torbram Road

as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy.”

ENACTED and PASSED this [enter date] day of [enter month], 2020.

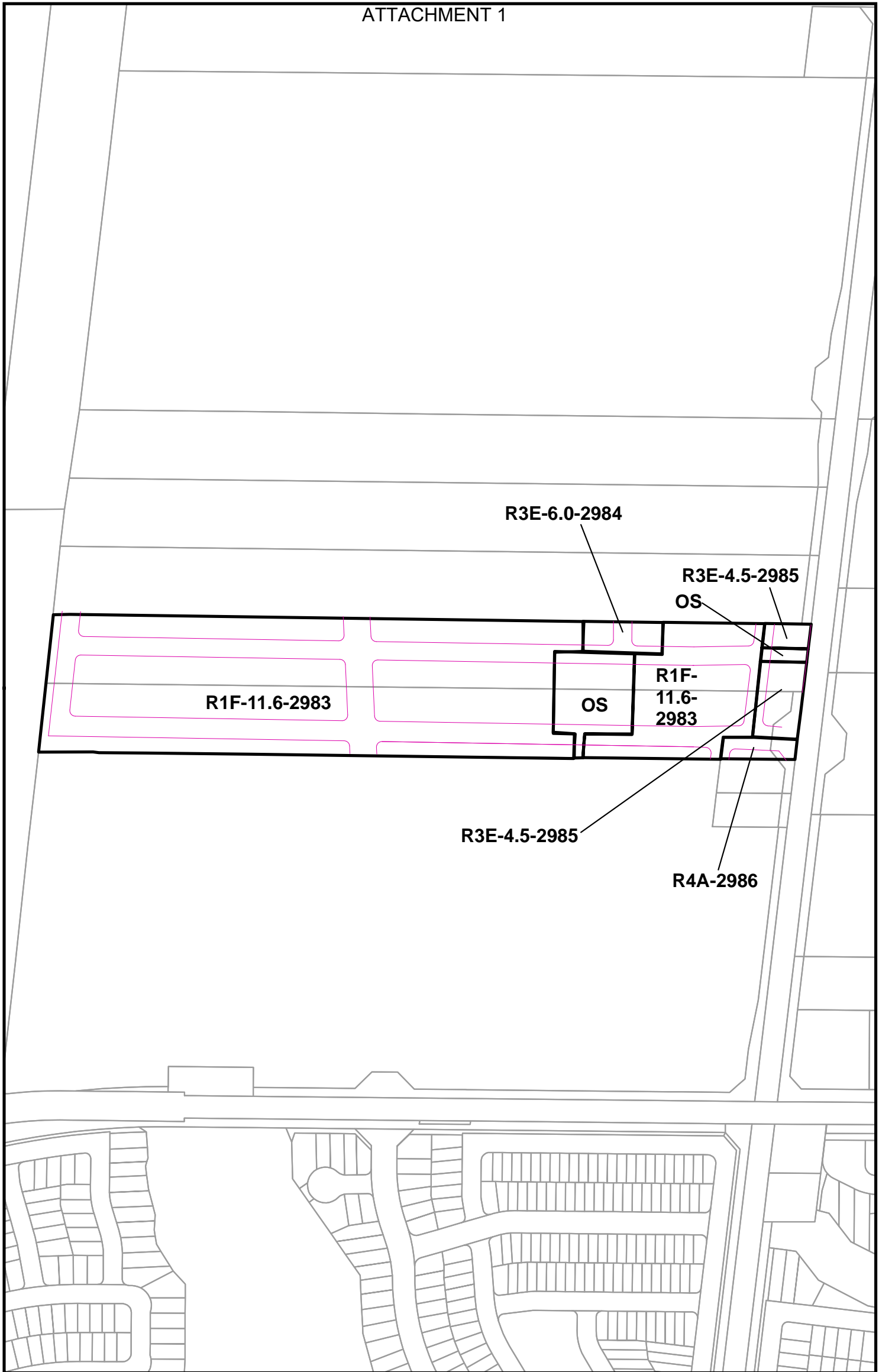
Approved as to  
form.  
20\_\_/\_/month/day  
[insert name]

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to  
content.  
20\_\_/\_/month/day  
[insert name]

\_\_\_\_\_  
Peter Fay, City Clerk

(C06E16.007)

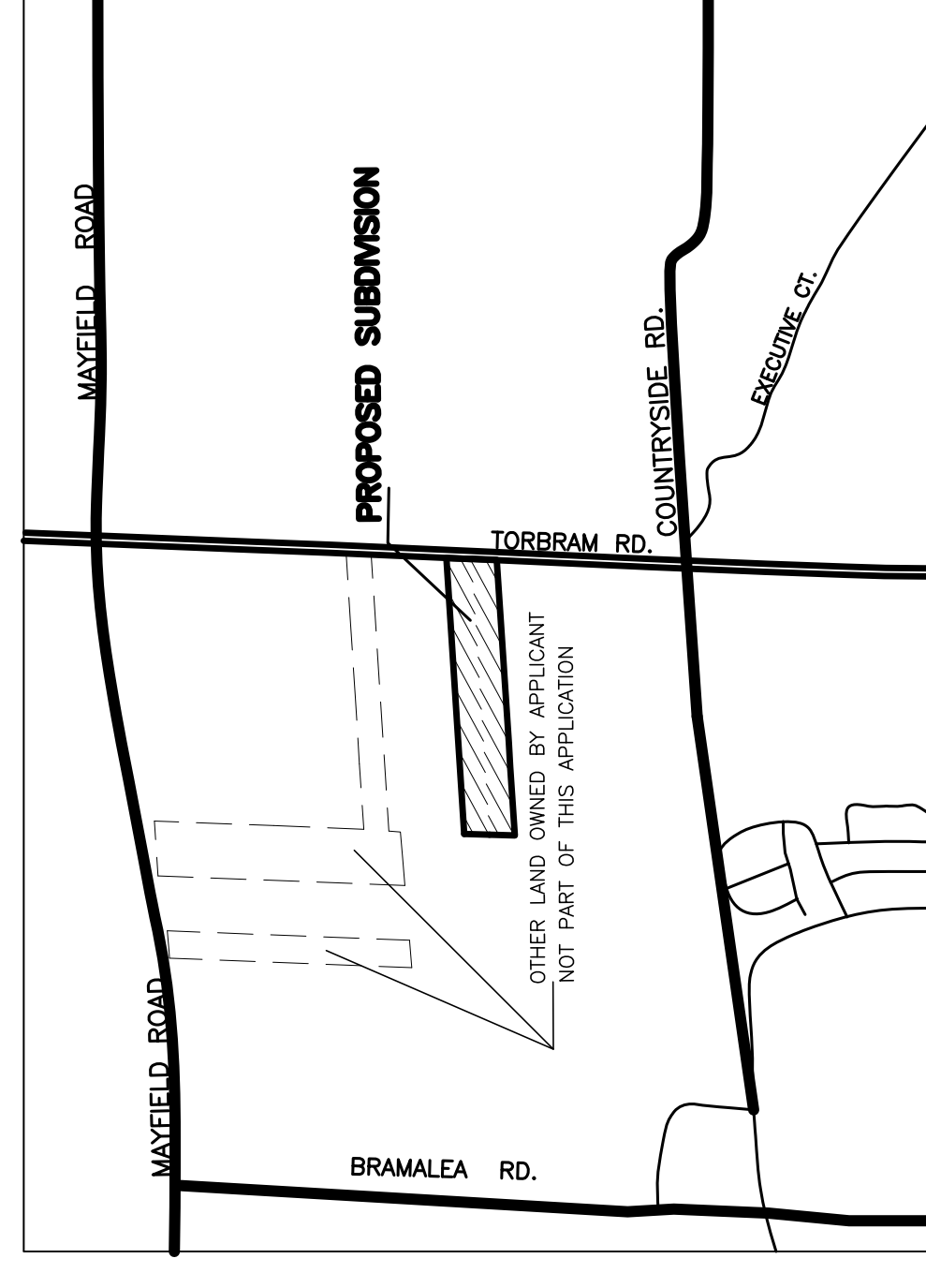




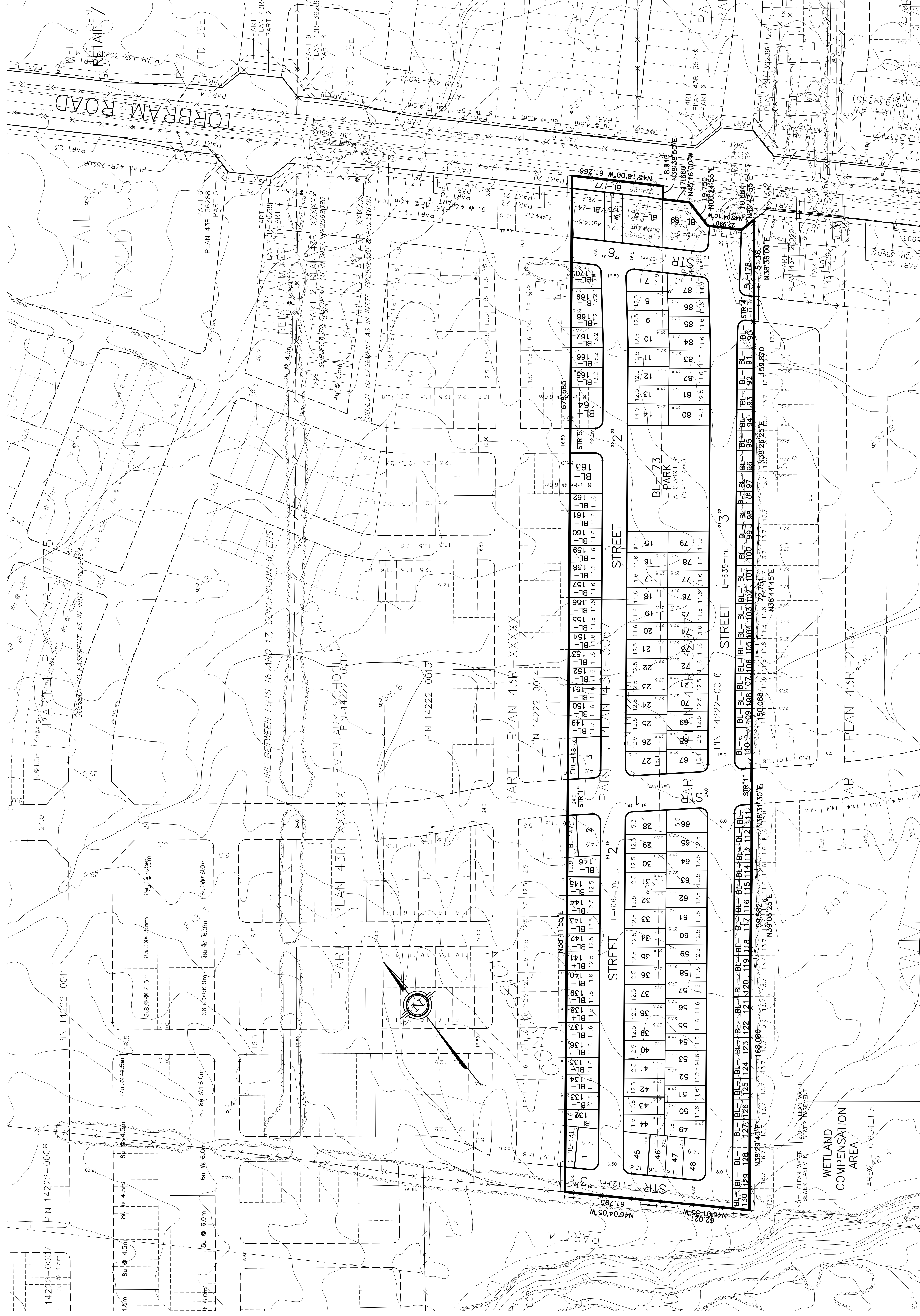
# ATTACHMENT 2

## DRAFT PLAN OF SUBDIVISION PART OF LOT 16 CONCESSION 5 EAST OF HURONTARIO STREET (GEOGRAPHIC TOWNSHIP OF CHINGUACOUSY) CITY OF BRAMPTON REGIONAL MUNICIPALITY OF PEEL

DRAFT PLAN 21T-17006B



N.T.S.



### SECTION 51, PLANNING ACT, ADDITIONAL INFORMATION

- A. AS SHOWN ON DRAFT PLAN
- B. AS SHOWN ON DRAFT PLAN
- C. AS SHOWN ON DRAFT PLAN
- D. SEE SCHEDULE OF LAND USE
- E. AS SHOWN ON DRAFT PLAN
- F. AS SHOWN ON DRAFT PLAN
- G. AS SHOWN ON DRAFT PLAN
- H. MUNICIPAL PIPED WATER AVAILABLE AT TIME OF DEVELOPMENT
- I. CLAY-LOAM
- J. AS SHOWN ON DRAFT PLAN
- K. SANITARY AND STORM SEWERS, GARBAGE COLLECTION, FIRE PROTECTION
- L. AS SHOWN ON DRAFT PLAN

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AS SHOWN ON THIS PLAN, AND THEIR RELATIONSHIP TO THE ADJACENT LAND ARE ACCURATELY AND CORRECTLY SHOWN.

DATE: \_\_\_\_\_, 2015  
 HOLDING JONES VANDERVEEN INC.  
 GARY B. VANDERVEEN  
 ONTARIO LAND SURVEYOR

### OWNER'S CERTIFICATE

I AUTHORIZE KLM PLANNING PARTNERS INC. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE CITY OF BRAMPTON FOR APPROVAL.

OWNER  
 DIGRAM DEVELOPMENTS BRAMPTON INC.

3627 RENEW DRIVE  
 SUITE 100  
 MARKHAM, ON  
 L3R 9S8  
 AGURMAK MASOOD ASA

### SCHEDULE OF LAND USE

TOTAL AREA OF LAND TO BE SUBDIVIDED = 8.2124Ha. ( 20.2924Acres)

DETACHED DWELLINGS	BLOCKS	LOTS	UNITS	#Hs.	#ACS.
BLOCKS 90-101 and 117-130	26	13	*	0.409	1.011
MIN. LOT FRONTAGE 13.7m, MIN. LOT AREA 687m <sup>2</sup>					
LOTS 8-14, 21-26, 29-42, 45, 59-65, 68-71 and 80 and 81	41	41	*	1.432	3.539
MIN. LOT FRONTAGE 10.0m, MIN. LOT AREA 600m <sup>2</sup>					
PLUS BLOCKS 110, 141-146 and 165-170	13	63	*	0.372	0.919
MIN. LOT FRONTAGE 12.0m, MIN. LOT AREA 600m <sup>2</sup>					
LOTS 1-3, 7, 15-20, 27, 28, 43, 44, 46-58, 66, 67, 72-79 and 82-87	43	43	*	1.487	3.674
MIN. LOT FRONTAGE 12.0m, MIN. LOT AREA 600m <sup>2</sup>					
PLUS BLOCKS 102-109, 111-116, 131-140, and 147-162	40	20	*	0.835	2.063
MIN. LOT FRONTAGE 12.0m, MIN. LOT AREA 600m <sup>2</sup>					
TOWNHOUSE DWELLINGS	2	7	*	0.117	0.289
BLOCKS 163 and 164	2	7	*	0.117	0.289
MIN. LOT FRONTAGE 5.0m					
BLOCKS 4, 5 and 89	3	13	*	0.249	0.615
MIN. LOT FRONTAGE 5.0m					
SUBTOTAL	84	84	143.5*	4.901	12.110
BLOCKS 173 - PARK	1	0.389	0.961		
BLOCKS 175 and 176 - WALKWAY	2	0.048	0.119		
BLOCK 177 - ROAD WIDENING	1	0.052	0.129		
BLOCK 178 - MEDIUM DENSITY	1	0.043	0.106		
STREETS			2.779	6.867	
24.0m WIDE TOTAL LENGTH: 900m, AREA: 21.24Ha					
15.0m WIDE TOTAL LENGTH: 600m, AREA: 1.80Ha					
10.0m WIDE TOTAL LENGTH: 300m, AREA: 0.90Ha					
15.0m WIDE TOTAL LENGTH: 300m, AREA: 0.90Ha					
TOTAL	89	84	143.5*	8.212	20.292

- NOTE - BLOCK 6, 88, 171, 172, 174 and 179 OMITTED
- NOTE - \* SUBJECT TO FINAL CALCULATION
- NOTE - ELEVATIONS RELATED TO CANADIAN GEODETIC DATUM

PROJECT No. P-2553  
 SCALE 1:1000  
 FEB. 11, 2020  
 X-REF: 2553MAS2 & 2553TOPO

**KLM DWG. No. - 19:1**  
 PLANNING PARTNERS INC. TEL: (905) 689-4055 FAX: (905) 689-0097 design@klmplanning.com  
 Design • Development



**SCHEDULE A  
CONDITIONS OF DRAFT APPROVAL**

**DRAFT APPROVAL DATE:** Month, Day, Year

**SUBJECT:** Draft Plan of Subdivision  
Digram Developments Inc. - KLM Planning  
Partners Inc.  
City of Brampton  
City File: C05E16.004 & 21T-17006B  
Planner: Stephen Dykstra

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In accordance with By-law 216-2017 the Commissioner of Planning and Development Services of the City of Brampton has made a decision to authorize the draft approval of the above noted draft plan of subdivision subject to the following conditions.

**Approved Plan and Redlines**

1. The final plan is to generally conform to the draft plan (C05E16.004 & 21T-17006B) prepared by KLM Planning Partners Inc., dated February 11, 2020, herein referred to as 'Plan', subject to any revisions required in accordance with the conditions of Draft Plan of Subdivision approval.

**Plans and Studies**

2. The following plans and studies shall be submitted and approved by the City in accordance with the details set out below:
  - 2.1 Functional Servicing Report – Prior to sales of units
  - 2.2 Tree Inventory and Preservation Plan – prior to Registration
  - 2.3 Transportation Impact Study – prior to Registration
  - 2.4 Record of Site Condition – prior to Registration
  - 2.5 Planning Justification Report – Prior to Sale of Units
  - 2.6 Facility Fit Plans – prior to Registration
  - 2.7 Geotechnical Study – prior to Registration
  - 2.8 Preliminary Hydrogeological Investigation Report – prior to Registration
  - 2.9 Architectural Control Compliance – prior to Sale of Units
  - 2.10 Noise Attenuation Statement – Prior to Registration

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### **Subdivision Agreement**

3. Prior to registration, the Owner acknowledges and agrees to enter into a Subdivision Agreement and any other agreements deemed necessary by the City of Brampton, Region or any other approval authority.

These agreements shall deal with any matter and include any term or condition which an approval authority may require, where such matters, terms, or conditions, are reasonable in the opinion of the approval authority, having regard to the nature of the development proposed for the subdivision, in accordance with s.51 of the *Planning Act*. The owner shall be required in the Subdivision Agreement to comply with all applicable City standards, specifications, guidelines, manuals etc. These agreements may address matters including but not limited to the following:

- 3.1 Planning matters such as parkland/open space dedications and development, residential reserves, buffer blocks, tree preservation, trails, site development plan, utilities, architectural control, homebuyers information map, landscape plan approvals, phasing/staging of development, warning clauses and notices, all in accordance with the approved plans and studies.
  - 3.2 Engineering matters such as municipal services, road widening, construction and reconstruction, transit infrastructure, traffic signals, active transportation including but not limited to design, construction, maintenance and security, all to the satisfaction of the Commissioner, Planning and Development Services, grading, fencing, well monitoring, septic systems, waste management, pressure testing/chlorination, cost-sharing, noise mitigation and warning clauses.
  - 3.3 Financial issues such as cash contributions, levies (development charges), land dedications or reserves, securities or letters of credit; unless otherwise provided for in these conditions, all works show on the plans, except those works that are Development Credit eligible, drawings and studies referred to in these conditions, shall be at the owner's sole cost and expense.
  - 3.4 All matters required by these conditions to be included in the Subdivision Agreement shall be addressed therein through terms and conditions satisfactory to the Commissioner, Planning and Development Services. Unless otherwise indicated in these conditions, all such matters shall be provided at no cost to the City, except those works that are Development Credit eligible.
4. The Owner shall acknowledge and agree in the Subdivision Agreement that the underground and aboveground municipal services are to be constructed in accordance with the latest City standards and requirements, as applicable. Development of the lands shall be staged to the satisfaction of the City. The owner shall provide the City with comprehensive insurance coverage, a financial

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guarantee for the installation of municipal works and maintain the municipal works in accordance with Clauses 27 (Insurance), 24 (Financial) and 17 (Maintenance Periods) respectively, of the applicable standard Subdivision Agreement.

### **Fees**

5. Prior to registration of the plan, all processing and administrative fees shall be paid. Such fees will be charged at prevailing rates of approved City and Regional Policies and By-laws on the day of payment.

### **Zoning**

6. The Zoning By-law implementing the subject plan shall be approved under Section 34 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, and be in full force and effect prior to registration of the plan.

### **Easement and Land Dedication within the Plan**

7. The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey and/or dedicate any required road or highway widening, 0.3 m reserves, walkways, sight triangles, radius roundings, buffer blocks other land required for municipal purposes and utility or drainage easements within the Plan to the satisfaction of the City, Region, or other authority.
8. The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey land to the City or convey easements within the Plan from the property Owner to the City/ Region as may be required.

### **External Easements and Land Dedications**

9. The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey all necessary external easements and lands for access, drainage, servicing, utility purposes and for any other municipal purposes, as may be required, to the appropriate municipality, agency or public authority. The Owner is advised that no servicing works shall be permitted until the detailed engineering drawings are approved and external easements and lands identified on the detailed engineering drawings as being required for the proposed development of the lands are granted. All lands which are to be conveyed to the City shall be free and clear of any encumbrances, unless otherwise approved by the City.
10. The Owner acknowledges and agrees in the Subdivision Agreement to convey lands gratuitously to the City for municipal purposes, and where the lands have been so conveyed to the City, and where prior to assumption of the plan the City determines in its sole and absolute discretion that said lands (or any interest therein) are surplus to its requirements and are no longer required, then the City may re-convey said lands (or any interest therein) to the Owner, gratuitously,

provided that the Owner shall be required to pay for any fees, taxes, and/or disbursements related to the re-conveyance, including but not limited to registration fees and the cost of preparing and filing a reference plan.

11. The Owner acknowledges and agrees in the Subdivision Agreement to satisfy the City 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 the Subdivision Agreement or other agreement for municipal works.

### **Studies**

12. Prior to registration of the plan, the Owner shall provide any and all outstanding reports, plans or studies required by the City, agency or public authority, and shall update any and all plans, studies, and reports required to be updated to the discretion of the City, to the satisfaction of the applicable commissioner, and shall implement all recommendations of such updated plans, studies and reports, including but not limited to gratuitously conveying additional lands and easements to the City, all to the satisfaction of the applicable Commissioner, in consultation with any applicable agency and/or public authority.

### **Archaeological**

13. The Owner acknowledges and agrees in the Subdivision Agreement that should any archaeological resources be discovered they may constitute a new archaeological site, and therefore be subject to Section 48 (1) of the Ontario Heritage Act. Upon the discovery of the archaeological resource(s) any alteration of the Lands must immediately be ceased, a licensed archaeologist shall be engaged to carry out the archaeological field work in compliance with Section 48 (1) of the Ontario Heritage Act, the City's Policy Division (Heritage Section) of the City's Planning & Development Services Department shall be notified.
14. The Owner acknowledges and agrees in the Subdivision Agreement that the Funeral, Burial and Cremation Services Act, 2002 requires any persons discovering human remains to notify the police or coroner and the Registrar of Cemeteries at the Ministry of Government and Consumer Services. No further work will be permitted on the Lands until such permission, in the form of a written notice from the City is provided to the Owner. The Owner agrees that it releases and forever discharges the City, its elected officials, employees, agents and contractors, and any others for whom it is responsible at law, from any and all claims, demands, actions, cause of actions and other proceedings and any liability for damages, costs and expenses for or relating to any loss which the Owner may suffer arising out of, incidental to, or in connection with:
  - a) an archaeological assessment(s) and/or field work that is inaccurate, incomplete, misleading or fraudulent; or

- b) the issuance of any written notice from the City's Policy Division (Heritage Section) of the City's Planning & Development Services Department permitting the Owner to continue to work on the Lands; or
  - c) the period of time during which the Owner is not allowed to work on the Lands.
15. The Owner acknowledges and agrees in the Subdivision Agreement to indemnify and forever save harmless the City, its elected officials, employees, agents and contractors, and any others for whom it is responsible at law from and against any claim, suit, demand, causes of action, and proceedings by whomsoever made or brought, in respect of any costs, expenses, loss, damage or injury including death as well as legal fees arising out of, incidental to or in connection with Conditions 13 (a), (b), or (c) listed above.

### **Staging**

16. Development of the plan shall be staged to the satisfaction of the City and the Region in accordance with the approved Growth Management Staging and Sequencing Strategy. In this regard provision shall be made in the subdivision agreement to allow for the registration of this plan in phases, only in accordance with the approved Growth Management Staging and Sequencing Strategy (GMSSS).
17. Prior to registration that the implementing conditions included within the approved GMSSS, as amended from time to time, are fulfilled. This includes, but is not limited to, the timing of Inspire Boulevard and its associated intersections, servicing to the satisfaction of the Commissioner of Planning and Development Services.

### **Drawings**

18. Prior to registration, the Owner shall submit drawings to the satisfaction of the City in consultation with the applicable agency and/or public authority for approval.

### **Servicing**

19. Prior to registration of the plan, the recommendations of the approved Functional Servicing Report shall have been incorporated into all engineering plans.

### **Cost Sharing**

20. Prior to registration of the plan, the Owner shall enter into a Landowners Cost Sharing Agreement (and/or other agreements) to the satisfaction of the Commissioner of Planning and Development Services, and sign the Agreement (and/or other agreements), and provide the City's Planning & Development Services Department with a written acknowledgment from the Trustee appointed pursuant to the agreement, that the Owner has signed the agreement and has delivered the deeds or made the payments required by the agreement, and that the plan may be released for registration.

**Site Grading/Erosion and Sediment Control By-law**

21. The Owner acknowledges and agrees in the Subdivision Agreement to be responsible for the proper drainage of all lands abutting the plan. An overall lot/block grading plan must be prepared by the Owner's Engineering Consultant to form part of the Subdivision Agreement.

**Storm Drainage**

22. The Owner acknowledges and agrees in the Subdivision Agreement that Storm Drainage Storm sewer works including connections to each lot and building block shall be designed in such a manner and be of adequate size and depth to provide for the drainage of the weeping tiles, for the development of all lands lying upstream within the watershed and/or provide for the drainage of such areas as may be designated to the satisfaction of the Commissioner of Public Works & Engineering.
23. Prior to registration, as a part of detailed processing of servicing submissions, the Owner's consultant shall submit a drawing outlining the proposed overland flow route on these lands. The internal route is to coincide with roadways as much as possible. Should this route direct drainage along a lot's side lot line, the size of the concerned lot(s) is to be increased in width to account for this route in addition to the usual lot sizes. All overland flow routes to be located on private lands shall be covered by a municipal easement to the satisfaction of the City and the appropriate Conservation Authority. All storm drainage shall be conducted to an outlet considered adequate in the opinion of the Commissioner of Public Works & Engineering.
24. Prior to registration or servicing, the Owner shall have an approved Stormwater management outlet and pond constructed in accordance with the approved Block Plan or other stormwater management solutions to the satisfaction of the Commissioner of Public Works and Engineering.

**Sanitary and Water Service**

25. Prior to registration or servicing, the Region shall confirm to the City that all portions of this Draft Plan will be provided with adequate water and sanitary servicing.

**Construction /Staging/Traffic Route**

26. The Owner acknowledges and agrees in the Subdivision Agreement to submit plans for construction staging areas, staging and construction vehicle parking to the City's satisfaction. The construction access shall be provided only in a location approved by the City and Region.

27. The Owner acknowledges and agrees in the Subdivision Agreement to be responsible for maintaining City roadways within and in the vicinity of this development in a state satisfactory to the Commissioner of Public Works & Engineering until all construction and building activity is complete. Securities shall be included in the Security & Payment Statement section of the Subdivision Agreement.
28. Prior to registration, the Owner shall submit a construction access and the route for same will be finalized during processing of detailed engineering submissions to the satisfaction of the Commissioner of Public Works & Engineering.
29. The Owner acknowledges and agrees in the Subdivision Agreement that the construction access shall remain open at the discretion of the Commissioner of Public Works & Engineering.

### **Road Design**

30. The Owner acknowledges and agrees in the Subdivision Agreement that all internal roads shall be constructed by the Owner and shall have asphalt pavement complete with concrete curbs and gutters designed and constructed in accordance with the latest Ontario Provincial Standards and/or City standards and requirements, as applicable. The horizontal and vertical alignments of all roads, including their relative intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern may be required to accommodate intersection alignments and locations specified for bus bays and loading platforms. All connecting roads shall be located such that they align precisely with their continuation beyond the limits of this Draft Plan. . Street 4 and Street 6 intersections with Street 3, have been reviewed by City Staff and have been located such that they will allow for the extensions of these Streets to align precisely with their continuation beyond the limits of this Draft Plan.
31. The Owner acknowledges and agrees in the Subdivision Agreement to sodding or seeding of the boulevards and private Lands/Maintenance of Undeveloped Lands.
32. The Owner acknowledges and agrees in the Subdivision Agreement that all portions of road allowance not covered by roads, sidewalks, splash pads, etc. shall be placed with a minimum of 150 mm of topsoil and sodded with number 1 nursery sod.
33. Prior to registration, the Owner shall submit to the City securities to ensure that each of the lots will be sodded and topsoiled to City standards with driveways being provided. A security is to be established at time of detailed processing and is to be maintained with the City until substantial completion of the lots, and the securities reduced at the discretion of the Commissioner of Public Works & Engineering. Lots and blocks with which there are no immediate development



proposals shall be graded, seeded and maintained to the satisfaction of the Commissioner of Public Works & Engineering, and securities shall be included in the Security & Payment Statement of the Agreement to guarantee this.

### **Community Postal Boxes**

34. Prior to registration, the Owner shall submit servicing drawings identifying the Community Postal Delivery Box locations as approved by Canada Post and are to be installed to City and Canada Post requirements by the Owner when required by Canada Post or when constructing aboveground works, whichever is appropriate.

### **Preservicing**

35. The Owner acknowledges and agrees in the Subdivision Agreement that preservicing will not be permitted until satisfactory arrangements have been made to the satisfaction of the Commissioner of Public Works & Engineering for the necessary outlets for the municipal services and adequate access roads to service the lands. Preservicing will not be permitted until the zoning for the development of the lands is in effect or has been approved by the Local Planning Appeal Tribunal and that zoning is in full force and effect. Any external land dedications or easements required to service the property must be obtained by the Owner and conveyed gratuitously to the City or the Region prior to the commencement of preservicing of the lands.

### **Street Lighting**

36. Prior to registration, the Owner shall submit a street lighting plan in accordance with the City's latest standards and requirements. In addition to streetlighting within the plan, the facilities at the intersections of the proposed road(s) with the boundary roads are to be examined and if necessary, upgraded.

### **Brampton Transit**

37. The Owner acknowledges and agrees in the Subdivision Agreement to provide transit infrastructure at the Owner's expense, to the City's satisfaction per Brampton Standard Drawing #260, where identified.

### **Noise Attenuation**

38. Prior to registration and first engineering submission and prior to the Owner entering into any Purchase and Sale Agreements, the Owner shall submit a final Noise Feasibility Study, to the satisfaction of the City and Region. The study shall address methods of dealing with acoustical aspects evolving from all noise sources. The report should also detail the type of noise attenuation to be implemented for all noise sources. A copy of this report shall be provided to the City's Chief Building Official.

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39. The Owner acknowledges and agrees in the Subdivision Agreement that the noise control measures and noise warnings recommended by the Noise Feasibility Study shall be implemented to the satisfaction of the City and Region, as required.
  40. The Owner acknowledges and agrees in the Subdivision Agreement the following clause in the Noise Schedule of the Subdivision Agreement: "Prior to the issuance of any Building Permits, the Owner agrees to submit the City's Chief Building Official with a certificate certifying that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved noise report and the approved plans".
  41. Prior to registration, the Owner shall submit a Noise Attenuation Statement to the satisfaction of the City, a copy of which shall be submitted to the City's Chief Building Official.
  42. Prior to the issuance of any building permits, the Owner shall provide to the City's Chief Building Official with a certificate indicating that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved Noise Feasibility Study and the approved plans.

### **Architectural Control**

43. Prior to sale of units, the Owner shall implement the Architectural Control Guidelines for Ground Related residential Development, the Development Design Guidelines (Chapter 7) and Architectural Control Protocol Summary (Appendix 2 – Architectural Control report), as per the City's By-law 177-2008. The Owner agrees to the following:
  - a) Select an approved Control Architect from the short list of firms established by the City;
  - b) The Control Architect shall organize information meeting with the builders, Designers, key stakeholders and City staff to identify the City's expectations, key issues and, the process and milestones of Architectural Control Compliance. Written confirmation of the participant's attendance and their understanding of the entire process will be provided to the City.
  - c) The Control Architect shall submit a Clearance Letter to the City, certifying their preliminary review and approval of models;
  - d) To pay all associated fees to the City, as per By-law 110-2010;
  - e) After registration, the Control Architect shall submit to the City during construction, Quarterly Site Monitoring reports; and

- f) Upon completion of the Subdivision, the Control Architect shall submit to the City a final Completion Letter.
44. The Owner acknowledges and agrees in the Subdivision Agreement to implement the final Community Design Guidelines, including, but not limited to the provision of appropriate building architecture, landscape treatments and other arrangements to accommodate the consolidation of street accessories such as newspaper boxes, mail boxes, utility boxes, etc., to the satisfaction of the Commissioner of Planning & Development Services. In this regard, minor revisions to the plan may be necessary to provide sufficient space for such features.

### **Street Naming**

45. Prior to registration, the Owner agrees that the street names shall be approved by the City's Street Naming Committee and included on the final draft plan.

### **Environmental**

46. Prior to registration and the initiation of any grading or construction on the site, the Owner shall install adequate sediment and erosion control measures to the satisfaction of the City and Toronto and Region Conservation Authority (TRCA). These measures shall remain in place until all grading and construction on the site are completed or stabilized to the satisfaction of the City and Toronto and Region Conservation Authority (TRCA).

### **Stormwater Management**

47. Prior to registration and any site grading or servicing taking place as part of the first engineering submission, the Owner shall complete a Stormwater Management Report, which describes the existing and proposed stormwater drainage systems for the proposed development to the satisfaction of the City Development Engineering Services.
- i) Confirmation of the existing drainage pattern and outlet location of the site, to the satisfaction of the TRCA and the City's Development Engineering Services.
  - ii) The proposed servicing, grading and design of the Stormwater Management pond including its size, location and outlet configuration for the interim and ultimate development conditions, to the satisfaction of the TRCA and the City's Development Engineering Services.
  - iii) The proposed stormwater management strategy of the site shall not aggravate and/or create adverse effects on adjacent properties without the consent of all affected landowners.

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**Transportation**

48. Prior to registration, in conjunction with the first engineering submission of detailed drawings, the Owner shall submit a final Transportation Impact Study, to the satisfaction of the City's Engineering Division. Designs are to adhere to the City standards and requirements and must include immediate adjacent right-of-way, including lane configurations, sidewalks, curb radii, driveway locations, pavement markings, visitor parking and signage, in addition to interim and ultimate lane configurations subject to City standards or alternate satisfactory arrangements as determined by the City's Engineering Division.
49. The Owner acknowledges and agrees in the Subdivision Agreement to make satisfactory arrangements with the adjacent lands for reciprocal access and servicing easements over the permanent private road access when required by City's Engineering Division.
50. Prior to registration, the Owner shall demonstrate to the satisfaction of the Director of Environment & Development Engineering Division, and the Development Services Division how the plan will have temporary access to the greater public road network and municipal services.

**Access & Site Servicing – Sale of Lots / Blocks**

51. The Owner acknowledges and agrees in the Subdivision Agreement that the registration and development of this plan is dependent on the services provided on the adjacent plans for access and servicing. Prior to the adjacent plans to the North, East and South providing the required access and services, the Owner agrees to:
  - a) Not offer for sale to the public any Lots or Blocks in this plan until the owner has obtained an easement or provided in full to the satisfaction of the City's Commissioner of Public Works & Engineering, in favour of the City, from the affected land owners to the north, east and south as required, for a storm water management facility, outlet, and overland flow route supporting the servicing of this plan.
  - b) Not offer for sale to the public any Lots or Blocks in this plan until the owner has obtained an easement or satisfactory arrangements to the satisfaction of the City's Commissioner of Public Works & Engineering, in favour of the City, from the affected land owners to the north, east and south as required, for vehicular access.
  - c) Not offer for sale to the public any Lots or Blocks in this plan until the holding provisions within the Zoning By-law have been lifted.

**Streetscaping**

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52. The Owner acknowledges and agrees in the Subdivision Agreement to make satisfactory arrangements with the City, to provide street trees along all internal streets within the plan and immediately abutting boulevards of adjacent streets. The Owner shall comply with the recommendations of the approved Community Design Guidelines to the satisfaction of the City.
  53. The Owner acknowledges and agrees in the Subdivision Agreement to implement, at the Owner's expense, all works shown on the approved streetscape plans in accordance with the Subdivision Agreement and the approved Community Design Guidelines and shall include the implementation of all applicable boulevard and buffer planting, and entry features including all structures and planting to the satisfaction of the City
  54. The Owner acknowledges and agrees in the Subdivision Agreement that prior to issuance of final acceptance of all landscape works the Owner shall submit as-built drawings in the form of digital files for all dedicated open space, landscape buffer blocks, etc. The submission of these drawings will meet the latest digital standards as prescribed by the City.
  55. The Owner acknowledges and agrees in the Subdivision Agreement that prior to assumption, any material identified in the Tree Evaluation Report as hazardous, or identified for removal for accessibility or safety reasons, and any deleterious materials and debris not normally found in a NHS lands, as determined by the City, shall be removed at the Owner's expense.

### **Fencing**

56. Prior to registration, the Owner shall submit detailed engineering and landscape plans for the development of fencing on all lots and blocks to the satisfaction of the Director of Environment and Development Engineering. The Owner shall not be eligible for development charges credit against work performed, in accordance with City Standards and the current Development Charges By-Law.

### **Landscape Works**

57. Prior to registration, the Owner shall pay a maintenance fee for any landscape items deemed necessary by the Owner, but which exceeds the City standard. This may include, but not be limited to special entry features structures, irrigation systems, acoustical walls and architectural landscape elements located on public property.
58. The Owner acknowledges and agrees in the Subdivision Agreement that prior to issuance of final acceptance of all landscape works, the Owner shall submit as-built drawings in the form of digital files for all dedicated park, open space, stormwater management, entry feature, landscape buffer blocks, etc. The

submission of these drawings will meet the latest digital standards as prescribed by the City.

59. The Owner shall implement, at their expense and to the satisfaction of the City, all works shown on the approved streetscape plans in accordance with the Subdivision Agreement and the approved *Countryside Villages Block Plan 48-2 Community Design Guidelines* (where applicable) and will include the implementation of boulevard and buffer planting, and entry features including all structures and planting.
60. In conjunction with plan registration, the Applicant is responsible for the development of all dedicated parks (e.g. Neighbourhood parklands, stormwater management) in accordance with the approved plans.

*N.B The Applicant shall be entitled to compensation for select works in accordance with the most recently approved Development Charge Background Study document. Where applicable, arrangements for development charge credits/compensation select works will be concluded upon in conjunction with the development of the block. The identified works shall be completed within twelve (12) months of the first building permit being issued for any lot or block in the plan of subdivision, unless an extension has been granted in writing by the City or unless a more rapid delivery of the (e.g. park/valleyland) block(s) is required to service existing residents.*

61. Following completion of park development works, the Owner shall invoice the City for the cost of all DC eligible works completed, not including components considered to be non-standard, which are the sole cost of the developer. The City will inspect the works for completion and issue payment in accordance with the approved cost estimates. Notwithstanding the date upon which works are completed, no payment shall be made to the Owner as compensation payable for the design and construction of identified works until after completion and sign off by the City and approval of the funding for such works in the City's Capital Budget

### **Building Permits**

62. The Owner acknowledges and agrees in the Subdivision Agreement that prior to the issuance of Building Permits, the Owner agrees to make satisfactory arrangements with the Realty Services Section of the Buildings and Property Management Department and the Finance Department with respect to the payment of Cash-In-Lieu of Parkland in accordance with the required Parkland Dedication within Condition 73.

### **Signage**

63. Prior to registration and in conjunction with the first engineering submission, the Owner shall erect and maintain signs in accordance with the provisions of the

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Subdivision Agreement by and at the expense of the Owner and in the following locations and in the following manner:

- a) On Park Block (Block 173) indicating it will be developed as part of a Park containing an active park. This Block will receive regular maintenance such as the periodic removal of paper and debris, vegetation removal and grass cutting.

For more information, please contact the Manager of Environmental Planning, City of Brampton, Environment and Development Engineering Division at (905) 874-2050.

- b) A name for the park block shall be selected from the list of Council approved names. Park Planning and Development will identify and finalize names for the identified blocks, in conjunction with the applicant, Development Services and in accordance with the Parks and Open Space Naming Policy, prior to Registration. In this regard, the following blocks have been identified and the following names are recommended:

- a. Park Block 173 - to be determined

### **Utilities**

64. The Owner acknowledges and agrees in the Subdivision Agreement that prior to preservicing and/or execution of the Subdivision Agreement, the owner shall name his/her telecommunication provider. As part of the first engineering submission, the City will also request telecommunications providers that have entered into a Letter of Understanding or a Municipal Access Agreement with the City whether they intend to install their plant within the streets of the proposed subdivision.
65. The Owner acknowledges and agrees in the Subdivision Agreement to permit the telecommunication providers named by the City to locate their plants within the streets of the proposed development. The Owner, under separate arrangements or agreement with the various utility companies, is to determine the precise extent of their requirements.
66. The Owner acknowledges and agrees in the Subdivision Agreement that to submit in writing evidence to the Commissioner of Public Works & Engineering that satisfactory arrangements have been made with the Telecommunications provider, Cable TV, Gas and Hydro for the installation of their plant in a common trench, within the prescribed location on the road allowance.

### **Open Space**

67. Prior to registration, the Owner shall submit an addendum to the Community Design Guidelines (CDG), prepared by a qualified architect to the satisfaction of

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the Commissioner of Planning & Development Services, in accordance with City standards. The addendum shall include:

- a) Concept Plans/Facility Fit Plans for Park Block 173,
  - b) Updates to the existing plans within the CDG and the costs matrix as applicable.
68. Prior to registration, the Owner shall submit a final Sustainability Score and Summary to the satisfaction of the Director of Environment & Development Engineering. The Sustainability Score and Summary shall comply with the latest requirements set out by the City for the development of such documents.
  69. Prior to registration and in conjunction with the first engineering submission, the Owner agrees to install and maintain notification signage, to City standards, advising future residents of the future uses of all identified open space and stormwater management blocks. The signs will be installed on the subject block(s), along all public road frontages, and will state the name of the City of Brampton, provide a schematic of the facilities (if any) to be included on the subject block, the telephone number where additional information can be obtained and the date the sign is installed.
  70. The Owner acknowledges and agrees in the Subdivision Agreement to provide fencing, at the Owner's expense, in accordance with the City's Fencing Policy, for incorporation into the landscape drawings' submission, to the satisfaction of the Director of Environment & Development Engineering.
  71. Prior to registration, the Owner shall submit detailed working drawings for all identified landscape buffer blocks, streetscape plantings, walkways and fencing to the satisfaction of the applicable approving departments and in accordance with the latest City standards. Fencing shall be included along any properties where they abut the Draft Plan, subject to the approval of the existing property Owners. The Owner shall comply with both the Concept Plan Facility Fit Plan approved and/or the recommendations of the approved CDG.
  72. Prior to registration, and in conjunction with the final landscape submission, the Owner shall provide street trees along all internal streets within the subject plan and along immediately abutting streets, including the implementation of boulevard and buffer plantings, and entry features (where applicable). The Owner shall comply with the recommendations of the approved CDG (as amended and as applicable).
  73. Prior to registration, and in conjunction with the final landscape submission, the Owner shall provide a detailed summary of all areas of open space, park, and buffers including quantities or areas of boulevard and buffer sod, boulevard and



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buffer trees, shrub beds and irrigation systems that will be installed by the Owner to become the City's responsibility to maintain.

74. Prior to registration, the Owner shall provide restoration-planting drawings that detail compensation plantings for tableland trees to be removed to accommodate the development. Compensation plantings shall be in accordance with the City's compensation planting standards and provided by the Owner at no cost to the City.
75. All identified parks shall be conveyed to the City in a form and condition satisfactory to the Director, Environment and Development Engineering.

### **Parkland Dedication**

76. The Owner acknowledges and agrees in the Subdivision Agreement to adhere to the Parkland Dedication requirements in accordance with the Planning Act R.S.O. 1990, c.P.13 as amended and the City's Parkland Dedication By-law, as amended. The current Plan yields a projected Parkland Dedication requirement of 0.493 ha (1.219 ac.), based on the Section 51.1 of the Planning Act. The Applicant shall convey Blocks 173 to the City, as partial fulfillment of the Parkland Dedication requirements. This results in a projected Parkland under-dedication of 0.063 ha (0.1557 ac.). Prior to registration, the Applicant shall be required to compensate the City in accordance with the Parkland Dedication By-law (as amended) and the City's current policies for the projected under-dedication balance, in the form of a Cash In Lieu of Parkland Payment.

*Final calculations will be undertaken as part of the Subdivision Agreement review process.*

### **Building**

77. Prior to registration, the Owner shall remove any existing buildings on the subject lands that will not conform to the requirements of the Zoning By-law after registration of the plan.
78. Prior to registration and the initiation of any site grading or servicing, the Owner shall submit to the City's Environment and Development Engineering Division, a final detailed soils investigation prepared by a qualified geotechnical engineer. A copy of the soils report shall be submitted to the City's Chief Building Official.
79. Prior to registration and the initiation of any site works, the Owner shall submit for approval to the City's Director of Environment and Development Engineering:
  - i. A Phase 1 Environmental Site Assessment, in compliance with the most current regulations;

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- ii. A Phase 2 Environmental Site Assessment if required as a result of the Phase 1 Environmental Site Assessment, in compliance with the most current regulations;
  - iii. A decommissioning report if contaminated material has been identified and is removed, or alternatively, a copy of the Certificate of Property Use approved by the Ministry of Environment and Climate Change.
80. Prior to registration, Owner shall submit confirmation to the City's Director of Environment and Development Engineering of the filing of the Record of Site Condition and the Environmental Site Registry in compliance with most current regulations. A copy of the Environmental Site Assessments shall be submitted to the Director of Environment and Development Engineering.
81. The Owner acknowledges and agrees in the Subdivision Agreement that prior to the initiation of any site grading or servicing, to submit a report identifying all existing water wells and private sewage disposal systems on the Draft Plan lands. The Owner shall agree to provide verification to the satisfaction of the City's Chief Building Official that all wells and septic systems identified have been decommissioned in accordance with all applicable laws and regulations.
82. The Owner acknowledges and agrees in the Subdivision Agreement that where a building still incorporating all exposed basement is proposed, the external treatment of the exposed basement shall be consistent with exterior treatment of the balance of the structure.
83. The Owner acknowledges and agrees in the Subdivision Agreement that for those lots designated as fire break lots by the City's Building Division in the direction of this superstructure shall be permitted only upon the approval of the City's Chief Building Official.
84. Prior to the issuance of any building permit, the Owner shall submit an engineering report to the satisfaction of the City's Chief Building Official indicating special foundation requirements if any to support structures that may be erected on disturbed ground or lots/blocks where filling has occurred.

### **Municipal Addressing**

85. Prior to registration, the Owner shall forward the proposed plan of subdivision to be registered in digital format (Autocad) to the GIS Services in the City's Digital Innovation & Information Technology Department.

### **Toronto and Region Conservation Authority (TRCA)**

### **Red-line Revisions**

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86. The final Plan shall be in general conformity with the draft Plan prepared by KLM Planning Partners Inc., dated October 16, 2019 , and will be revised, prior to a request for clearance for registration of any phase of this plan, to:
- a) meet the requirements of TRCA's conditions, including the adjustment of lot lines to the satisfaction of the City of Brampton and TRCA as a result of the completion of the Functional Servicing Report (FSR) and associated studies.
87. Prior to registration of the Plan of Subdivision, revise the M-Plan to show the adjusted lot lines, additional blocks and any other required revisions to the satisfaction of the City and the TRCA.

Prior to Works Commencing

88. That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
- a) A Functional Servicing Report (FSR) that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan, Environmental Implementation Report (EIR) and TRCA requirements. This report shall include:
    - i. plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor or major flows. Confirmation must be provided with respect to how target flows as per the hydrologic studies will be achieved during and post-development.
    - ii. 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, including how it relates to terrestrial and aquatic species and their habitat, in addition to natural features and systems.
    - iii. proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction, in accordance with the current Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included.
    - iv. location and description of all outlets and other facilities, grading, site alterations, development, infrastructure (including water and wastewater.

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- v. sewer mains), which are required to service or facilitate the development of the subject lands, which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, with all supporting technical information.
  - vi. mapping of proposed interim and ultimate stormwater management measures, with consideration for existing vegetation to be disturbed, grade differentials and grading required.
  - vii. 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.
  - viii. the integration of Low Impact Development (LID) measures and the employment of source and conveyance controls to mimic, to meet the target rates, including infiltration, as per the Block Plan Environmental Implementation Report (EIR) to the satisfaction of the TRCA.
  - ix. Preliminary plans illustrating Erosion and Sediment Control measures including construction staging and phasing.
  - x. A groundwater constraint assessment that will examine existing and proposed ground water levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. Interactions between untreated (or insufficiently treated) surface and groundwater, shallow ground water, and dewatering requirements must be identified, with refinements and/or revisions made as necessary to the stormwater management system to mitigate against any potential impacts, to the satisfaction of the TRCA. No permanent dewatering of groundwater or interflow associated with any component of this development shall be permitted. The need for liners and/or plugs associated with the stormwater management system shall be assessed, and suitable liners and/or plugs shall be provided where necessary. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated.
  - xi. Information detailing all anticipated temporary dewatering that may be required during the construction phase, including anticipated volumes, duration, discharge locations, and filtration media - as required, to the satisfaction of the TRCA, for the purposes of determining whether a TRCA permit and/or Fisheries Act review is required.

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- xii. Overall site-level Water Balance analysis that will identify measures that will be implemented during pre and post development that:
- 1) mimic the pre-development surface and groundwater water balance for the overall site to meet the target rates, including infiltration, as per the Block Plan EIR to the satisfaction of the TRCA;
  - 2) maintain pre-development flow regimes and hydroperiods (e.g. quality, volume, rate, duration, timing, frequency and spatial distribution of water) to significant natural features;
  - 3) demonstrate how post-development conditions will retain a minimum of the first 5 mm of rainfall over the entire site, including best efforts for infiltration measures to the satisfaction of the TRCA;
  - 4) mitigate against any potential on-site or downstream erosion associated with the stormwater management system;
  - 5) maintain baseflow contributions at pre-development levels, duration and frequency, in all areas of affected watercourses to the satisfaction of TRCA staff; and
  - 6) provide detailed design of the system(s), and implementation information and measures.
- xiii. An overall monitoring plan that outlines short (i.e. during construction), medium and long term (i.e. post-construction and operational) monitoring activities and responsibilities.
- b) That the size and location of all Low Impact Development (LID) measures associated with this development be confirmed to the satisfaction of the TRCA and the City of Brampton. And, if required to meet TRCA requirements, red-line revisions be made to the plan to provide for necessary blocks within the Plan, or modify their size or configuration into surrounding lands within this subdivision which are currently proposed for development.
  - c) Confirmation be provided with respect to whether permits and/or permissions are required from the Ministry of Natural Resources and Forestry (MNR) under the Endangered Species Act. And, that the applicant commit to attaining all necessary approvals and permissions from the MNR, and from Fisheries and Oceans Canada that may be required for this development, its servicing, or any component thereof.
  - d) That the applicant attain all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required, and those related to any associated infrastructure or stormwater

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management works required to support this development that may be located off of the subject property, prior to request for registration of this Plan or any phase thereof.

### Subdivision Agreement

89. That the owner agree in the subdivision agreement, in wording acceptable to the TRCA:
- 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 control 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 Ontario Regulation 166/06 from the TRCA, in addition to all permits and approvals from Fisheries and Oceans Canada, and the MNRF;
  - f) to implement all water balance/infiltration measures identified in the water balance study that is to be completed for the subject property.
  - g) to design a monitoring protocol and provide the requisite funding and permissions for the construction and long-term monitoring and maintenance of the site level water balance and infiltration measures on this site (including LIDs), and to provide the requisite funding for the long-term monitoring of this system (3 years once the facility is operational) to the satisfaction of the TRCA.
  - h) that, where required to satisfy TRCA's conditions, development shall be phased within this Plan.
  - i) 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.

To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures) prior to assumption of the subdivision by the City of Brampton. And, to include appropriate clauses in all agreements of purchase and sale and/or condominium agreements, for lots or blocks on which stormwater management measures are being constructed to identify the presence of such measures and to clearly identify the owners responsibilities for long-term maintenance, and any restrictions to uses on any portion of their property that these may require.

### **Sales Office Home Information Map**

90. Prior to the offering of any lots/dwellings for sale, the Homebuyers Information Map is to be approved by the City. Owner acknowledges and agrees in the Subdivision Agreement to prepare a Homebuyers Information Map of the subdivision to be provided to City Development Services staff for review and approval, and thereafter posted in a prominent location in each sales office where homes in the subdivision are being sold. The map shall contain the following information and clauses as applicable:

- a) The proposed land uses within a subdivision based on the latest draft plan;
- b) Where applicable, a statement indicating that place of worship and school sites may be used for residential uses if they are not acquired for their original purpose within the time specified in the Subdivision Agreement;
- c) The immediately surrounding existing and proposed land uses;
- d) Those lots or blocks that have existing and potential noise environmental problems based on the Noise Feasibility Study, including all relevant warning clause is on the map;
- e) The approximate locations of noise attenuation walls and berms;
- f) The approximate locations and types of other fencing within the subdivision;
- g) Where parks and open space, stormwater management facilities and walkways are located;
- h) The types and locations or parks, valley lands and other open space passive or active and a general description of their proposed facilities and anticipated level of maintenance to be confirmed in each case with the City's Environment and Development Engineering Division;
- i) Potential locations of all Canada Post community mailboxes on corner lots except corner lots at the intersection of an arterial road;

j) The locations of all Brampton Transit routes throughout the subdivision; and

k) The proposed standard notes, using capital letters where noted below:

**“NOTICE AND ADVICE TO PURCHASERS:**

- I. THIS MAP IS INTENDED TO PROVIDE HOMEBUYERS WITH GENERAL INFORMATION ABOUT THE SUBDIVISION AND THE SURROUNDING AREA. THE FOLLOWING IS A LIST OF POTENTIAL CONCERNS THAT HOMEBUYERS MAY HAVE AND THE TELEPHONE NUMBERS AT CITY HALL IF YOU NEED MORE INFORMATION. FOR THE BEST SERVICE YOU ARE ENCOURAGED TO CALL DURING NORMAL BUSINESS HOURS WHICH ARE 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY.

**PLEASE NOTE:**

THIS MAP IS BASED ON INFORMATION AVAILABLE ON (MONTH/2020) AND MAY BE REVISED WITHOUT NOTICE TO PURCHASERS. HOWEVER, ANY CHANGE IN PERMITTED LAND-USE INVOLVES THE PLANNING PROCESS, INCLUDING PUBLIC NOTIFICATION IN ACCORDANCE WITH THE PLANNING ACT.

- ii. There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.
- iii. Some streets in the subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- iv. There may be catch basins or utility easements located on some lots/blocks the subdivision. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- v. Some lots/blocks will be affected by noise from adjacent roads, industries or aircraft and warning clauses will apply as well to purchasers. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- vi. The map shows that some of the lots/blocks affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).



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- vii. The final location of walkways or retaining walls may change without notice.
  - viii. Door to door mail delivery will not be provided in the subdivision and community mailboxes will be directly beside some lots/blocks. If you have any questions please call 1-800-267-1177.
  - ix. That sidewalks may be provided on both sides of the street while other streets will have them on only one side or not at all. If you have any questions please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - x. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - xi. There may be Brampton Transit bus routes within the subdivision with stops beside some homes. The City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions please call (905)874-2750 or email [transit@brampton.ca](mailto:transit@brampton.ca).
  - xii. Boulevard trees will be planted according to City requirements approximately 12 to 18 m apart and a tree will not necessarily be located in front of every home.
  - xiii. The offer of Purchase and Sale may contain itemized charges for features covered in the cities subdivision agreement. These features may include street trees driveway paving, siding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may be also described in general terms, such as “community aesthetics enhancements”. Despite paying this charge, the purchaser may be left without a tree on the lots/blocks in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - xiv. The City will not reimburse purchasers, nor assist in any recovery of monies paid, under any circumstance.
  - xv. 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 City of Brampton’s Environment and Development Engineering Division at (905) 874-2050.

- xvi. The Park Block (Block 173) 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 City of Brampton's Environment and Development Engineering Division at (905) 874-2050.
- xvii. The design of features on public lands may change. Features shown in the Community Design Guidelines and its associated addendum may be constructed as shown or altered, at the City's discretion, without notification to purchasers. Builders' sales brochures may depict these features differently from what is showing on the Community Design Guidelines or the as-built drawings. This City has no control over builder's sales brochures.
- xviii. The City of Brampton's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permit a driveway width for your lot.
- XIX. FOR FURTHER INFORMATION, ON PROPOSED AN EXISTING LAND USE, PLEASE CALL (905)874-2050 OR EMAIL PLANNING.DEVELOPMENT@BRAMPTON.CA.
- XX. FOR DETAILED BERMING AND GRADING INFORMATION, PLEASE CALL THE SUBDIVIDER'S ENGINEERING CONSULTANT.
- XXI. FOR DETAILED INFORMATION PERTAINING TO STREETScape, PARKS OR OPEN SPACE, PLEASE CALL THE SUBDIVIDER'S LANDSCAPE ARCHITECTURE CONSULTANT."

### **Digital Submission of Plans**

- 91. Prior to registration, the Owner shall submit a digital subdivision of the current draft plan, in accordance with the City's Planning & Development Services digital submission requirements.

### **Prior to the Sale of Units**

- 92. The Owner acknowledges and agrees in the Subdivision Agreement that prior to the sale of any units within the subdivision, to update any and all plans, studies, and reports required to be updated in the discretion of the City as set out in Condition #2, to the satisfaction of the applicable commissioner. Furthermore, the Owner shall implement all recommendations of such updated plans, studies and reports, including but not limited to gratuitously conveying additional lands and easements to the City, all to the satisfaction of the applicable Commissioner prior to the sale of any units within the subdivision.

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**Final Homebuyers Information Map**

93. Prior to registration, the Owner shall prepare a detailed final Homebuyers Information Map, based on the final plan, and approved by the City to replace the Preliminary Homebuyers Information Map in all affected sales offices. This map shall contain the following information:
- a) All of the information required on the preliminary map;
  - b) The locations of all sidewalks and walkways;
  - c) The locations of all rear yard catch basins and utilities easements on private property where applicable;
  - d) The locations of all above ground utilities;
  - e) The location of the park;
  - f) The locations of all bus stops if known; and,
  - g) The final locations of all Canada post community mailboxes
94. The Owner acknowledges and agrees in the Subdivision Agreement to ensure that each builder selling homes within the subdivision:
- a) Provides prospective purchasers with a notice from the City in the prescribed format that includes all of the notes required on the Homebuyers Information Map; and,
  - b) Attach a copy of the Preliminary Homebuyers Information Map to each offer of Purchase and Sale Agreement.
95. The Owner shall include the following warnings in bold type in all offers of Purchase and Sale for all lots/blocks within the plan:
- a) There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.
  - b) Some streets in the subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - c) There may be catch basins or utility easements located on some lights in the subdivision. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - d) Some lots/blocks will be affected by noise from adjacent roads, industries or aircraft and warning clauses will apply as well to purchasers. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).

- e) Some lots/blocks will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- f) The final location of walkways or retaining walls may change without notice.
- g) Door to door mail delivery will not be provided in the subdivision and community mailboxes will be directly beside some lots/blocks. If you have any questions please call 1-800-267-1177.
- h) Some streets will have sidewalks on both sides while others will have them on only one side or not at all. If you have any questions please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- i) The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- j) There may be Brampton Transit bus routes within the subdivision with stops beside some homes. The City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions please call (905)874-2750 or email [transit@brampton.ca](mailto:transit@brampton.ca).
- k) Boulevard trees will be planted according to City requirements approximately 12 to 18 m apart and a tree will not necessarily be located in front of every home.
- l) The offer of Purchase and Sale may contain itemized charges for features covered in the cities subdivision agreement. These features may include street trees driveway paving, siding, fencing, noise barriers, or gateway features, etc., on the public right of way. They may be also described in general terms, such as "community aesthetics enhancements". Despite paying this charge, the purchaser may be left without a tree on the lot/block in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- m) The City will not reimburse purchasers, nor assist in any recovery of monies paid, under any circumstance.

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- n) That the subdivision is not currently serviced by required infrastructure (water, septic, roads), and the construction of homes cannot commence until the completion of such infrastructure. The date of construction of the infrastructure, and thus the homes in the subdivision, is unknown at this time. The City will not be responsible for any costs incurred by purchasers related to the timing of construction of the required infrastructure and/or of the homes in the subdivision.
  - o) The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, at the City's discretion, without notification to purchasers. Builders' sales brochures may depict these features differently from what is showing on the community design guidelines or the as-built drawings. This City has no control over builder's sales brochures.
  - p) The City of Brampton's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permit a driveway width for your lot.
  - q) The Owner/developer 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 City of Brampton's Environment and Development Engineering Division at (905) 874-2050.
  - r) The Park Block (Block 173) may contain active recreational. 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 City of Brampton's Environment and Development Engineering Division at (905) 874-2050.

### **Dufferin-Peel Catholic District School Board**

96. Prior to registration, the Owner shall undertake the following to the satisfaction of the Dufferin-Peel Catholic District School Board:

- a) The Owner shall agree in the subdivision agreement to erect and maintain information signs at all major entrances to the proposed development advising of the following:

"Notice: Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available."

These signs shall be to the Dufferin-Peel Catholic District School Board's specifications, at locations determined by the Board and erected prior to

registration.

- b) The Owner shall include the following warning clauses in all offers of Purchase and Sale of residential lots:
  - i). “Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.”
  - ii). “That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.”

### **Peel District School Board**

97. Prior to registration, the Owner shall undertake the following to the satisfaction of the Peel District School Board:
- a) The Owner shall agree to erect and maintain signs at the entrances to the development which shall advise prospective purchasers that due to present school facilities, some of the children from the development may have to be accommodated in temporary facilities or bused to schools, according to the Board’s Transportation Policy.
  - b) The Board requires that the following clauses be placed into any agreements of sale and purchase entered into with regard to any units in this plan to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the Plan:
    - i). “Whereas despite the best efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board’s Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine the exact schools.”
    - ii). “The purchaser agrees that for the purposes of transportation to school, the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Board.”

**Canada Post**

98. Prior to registration, the Owner shall undertake the following to the satisfaction of Canada Post:
- a) Make satisfactory arrangements with Canada Post and the Director of Environment and Development Engineering, for the provision of suitable sites for the installation of Canada Post Community Mailboxes, which are not in conflict with any other utility (including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements and bus pads), and shall indicate these locations on the appropriate servicing plans, including the granting of any easements as deemed applicable that may be required in order to locate the Canada Post Community Mailboxes with a safe setback from the travelled portion of roadways.
  - b) Prior to offering any of the residential units for sale, the Owner agrees to place a 'Display Map' on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the City of Brampton.
  - c) Provide the following for each Community Mailbox site, as per Canada Post and City of Brampton standards:
    - i) an appropriately sized sidewalk section (concrete pad), per municipal standards, to place the Community Mailbox on;
    - ii) any required walkway across the boulevard, as per municipal standards; and
    - iii) any required curb depressions for wheelchair access.
  - c) Determine, provide and maintain a suitable and safe temporary Community Mailbox location(s) to Canada Post's satisfaction. This temporary site will be utilized by Canada Post until the above mentioned criteria is completed at the permanent Community Mailbox site locations. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
  - d) Include in all offers of Purchase and Sale a statement advising the prospective new home purchasers that mail delivery will be from a designated community mail box, include exact locations of each of these community mailbox locations, and advise any affected homeowners of any established easements granted to Canada Post.

**Enbridge Gas Distribution**

99. Prior to registration, the Owner shall undertake the following to the satisfaction of Enbridge Gas Distribution:
- a) The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea20@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
  - b) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
  - c) Easement(s) are required to service this development and any future adjacent developments. The Owner will provide all easement(s) to Enbridge Gas Distribution at no cost.
  - d) In the event a pressure reducing regulator station is required, the Owner is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea20@enbridge.com.
  - e) The Owner will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

**Rogers Telecommunications**

100. Prior to registration, the Owner shall undertake the following to the satisfaction of Rogers Communications:
- a) At its own cost, grant all necessary easements and maintenance agreements required by those CRTC-licensed telephone companies and broadcasting distribution companies intending to serve the Subdivision (collectively the "Communications Service Providers").
  - b) In consultation with the applicable utilities and Communications Service Providers, prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Subdivision, as well as



the timing and phasing of installation.

### **Bell Canada**

101. Prior to registration, the Owner shall undertake the following to the satisfaction of Bell Canada:
- a) The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication / telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
  - b) That Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are located to the street line.
  - c) Prior to commencing any work, the Owner shall confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Owner shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.

### **Alectra Utilities**

102. The following conditions shall be included in the Subdivision Agreement to the satisfaction of Alectra Utilities:
- a) The Owner acknowledges that easement requirements will be required, and that this will be confirmed as part of final design and approvals associated with the subdivision and road widening requirements.
  - b) The Owner agrees to obtain written approval from Alectra Utilities indicating acceptance of meter locations prior to their installation. Any relocations required will be at the Owner's expense.
  - c) Electric service for this site will originate from the adjacent lands and as such, is dependent on the construction of these developments.
  - d) Owner will be responsible for the costs associated with all distribution, feeder, and switchgear installations as a requirement for the servicing of this site.

- e) Alectra Utilities requires a 5m x 7m switchgear easements to service this project. The exact location and number will be determined as part of the design process.
- f) Easement requirements along Mayfield Road, in conjunction with future road widening, may be required. This will be confirmed during final design of the road widening and subdivision.

### **Hydro/Telecommunications**

103. Prior to registration, the Owner must submit in writing, evidence to the Commissioner of Planning & Development Services that satisfactory arrangements have been made with the telecommunications and hydro providers for the installation of their plants in the common trench, within the prescribed location in the road allowances.

### **Region of Peel**

#### **Development Charges**

104. Prior to execution of the Subdivision Agreement by the Region, the Developer shall:
- a) Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Developer's knowledge at the time of the submission and to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan; and
  - b) Pay to the Region the appropriate hard service residential development charges (water, wastewater and road service components), pursuant to the Region's Development Charges By-law, as amended from time to time, calculated based on the information provided in the Residential Development Charges Payment Form.
105. Provision shall be made in the Subdivision Agreement with respect to:
- a) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
  - b) Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks);

Pursuant to the Region's Development Charges By-law, as amended from time to time.

#### **Water Meter Fees**

106. In respect of the water meter fees:
- a) Prior to registration of the plan of subdivision, the Developer shall pay to the Region the appropriate water meter fees, in accordance with the

Region's Fees By-law, as amended from time to time for residential building lots (singles, semi-detached and freehold townhomes) to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan for the Lands;

- b) A clause shall be included in the Subdivision Agreement that water meter fees for future residential development (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable to the Region prior to issuance of building permits, in accordance with the Region's Fees By-law, as amended from time to time; and
- c) A clause shall be included in the Subdivision Agreement that in the event of an underpayment of water meter fees, the Developer shall be responsible for payment thereof forthwith upon request.

#### Drawings – Servicing and “As Constructed”

- 107. Prior to servicing, the Developer's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.
- 108. Within (60) days of preliminary acceptance of the underground services, the Developer's engineer shall submit “As Constructed” drawings in digital format, pursuant to the latest Region's Digital Format Guidelines. The Developer's engineer shall also provide ties to all main line valves, ties to individual water service boxes, linear ties to sanitary sewer services and GPS coordinates of all watermain and sanitary sewer appurtenances in accordance with the latest requirements of the Region “Development Procedure Manual”.

A clause shall be included in the Subdivision Agreement in respect of same.

#### General Conditions

- 109. A clause shall be included in the Subdivision Agreement stating that the Developer acknowledges and agrees that landscaping, signs, fences, gateway features, and any other encroachments shall not be permitted within the Region's easements and right-of-way.
- 110. A clause shall be included in the Subdivision Agreement that a restriction on transfer or charge for all lots and blocks within the plan of subdivision, save and except those to be conveyed to the City and the Region, shall be registered on title to said lots and blocks prohibiting any transfer or charge of said lots and blocks without the consent of the Region until all external sanitary sewers and watermains to service this plan have been completed to the Region's satisfaction. The Developer shall be responsible for all costs in respect of said restriction on title.
- 111. Prior to registration of the subdivision, the Developer shall execute a Subdivision Agreement with the local municipality and Region for the construction of

municipal sanitary sewer, water, and regional roads associated with the lands. The Developer shall construct and design these services in accordance with the latest Region standards and requirements.

112. Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval:
  - a) A satisfactory Functional Servicing Report showing the proposed sanitary sewer and water servicing plans for the development;
113. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.
114. Prior to registration of the plan of subdivision, the Developer shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Developer. The cost shall be based on a "per kilometre" basis for combined watermains and sanitary sewers installed pursuant to the Region's latest User Fees By-law.
115. Prior to registration of the plan of subdivision, the Developer shall ensure that:
  - a) All lots and blocks must be serviced via an internal road network;

A clause shall be included in the Subdivision Agreement in respect of same.

116. Prior to servicing the Region may require the Developer to construct a sampling hydrant (at the Developers cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.
117. The Developer agrees that the Region shall hold back a portion of the Letter of Credit to cover the costs of services completed by the Region on a time and material basis pursuant to the current Region's User Fee By-Law.

A clause shall be included in the Subdivision Agreement in respect of same.

118. The Developer will maintain adequate chlorine residuals in the watermains within the plan from the time the watermains are connected to the municipal system until such time as the Region issues Final Acceptance. To maintain adequate chlorine residuals, the Developer shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Developer pursuant to the current Region's User Fee By-Law.

A clause shall be included in the Subdivision Agreement in respect of same.

- 
- a) In respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;
  - b) Until the issuance of Final Acceptance, a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.
  - c) The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
    - i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
      - a) Bacteriological Analysis - Total coliform and E-coli counts
      - b) Chemical Analysis - Nitrate Test
      - c) Water level measurement below existing grade
  - d) In the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
  - e) Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.

Clauses shall be included in the Subdivision Agreement in respect of same.

119. The Developer shall agree that neither the Developer nor any Builder will apply for building permits for any lots or blocks within the plan of subdivision until the Region's Public Works Department has issued Preliminary Acceptance and provided notice to the local municipality stating that internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing that the internal and external sanitary sewers and watermains, including fire protection, have been constructed, inspected and shall function in accordance with the detailed design as approved by the Region.

A clause shall be included in the Subdivision Agreement in respect of same.

120. Provision shall be made in the Subdivision Agreement that the Developer shall grant/obtain ( at no cost to the Region) all necessary easements for proposed /existing Regional infrastructures located in the vicinity of the proposed development, as this may be required by the Region to service proposed development and/or external lands.
121. Prior to registration of the plan of subdivision, the Developer shall submit draft reference plan(s) for the Region's review and approval prior to such plans being deposited. All costs associated with preparation and depositing of the plans and transfer of lands shall be at the sole expense of the Developer.
122. The Developer agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:
- a) A copy of the final signed M-Plan
  - b) A copy of the final draft R-Plan(s); and
  - c) The documents required pursuant to Schedule B of the Subdivision Agreement and all associated documents.

A clause shall be included in the Subdivision Agreement in respect of same.

### Waste Management

123. Prior to Registration of the Subdivision, the Region will require a satisfactory Waste Collection Plan demonstrating all the collection requirements outlined in the most current version of the Region's Waste Collection Design Standards Manual

### Administrative – Clearance of Conditions

Prior to the signing of the final plan by the Commissioner of Planning & Development Services, or his designate, they shall be advised that the above noted conditions have been carried out to the satisfaction of the appropriate agencies and the City.

NOTE 1:

In accordance with City Council resolution C003-97, draft approval granted under Section 51 of the *Planning Act*, R.S.O., 1990, c.P.13 is valid until draft approval is either withdrawn, or the plan is registered. The conditions of draft approval will, however, be reviewed initially 3 years after draft approval is granted and subsequently every 2 years to determine if the conditions are appropriate or whether draft approval should be withdrawn.

NOTE 2:

In order to expedite the clearance of conditions, we suggest that a copy of the signed Subdivision Agreement be forwarded to the following agencies upon execution:

Mr. Chris Fearon  
Delivery Planning  
Canada Post Corporation  
5210 Bradco Blvd, Suite 200  
Mississauga, Ontario L4W 1G7

Ms. Stephanie Cox  
The Dufferin-Peel Catholic District School Board  
40 Matheson Boulevard West  
Mississauga, Ontario L5R 1C5

Ms. Bianca Bielski  
Manager of Planning  
Peel District School Board  
5650 Hurontario Street  
Mississauga, Ontario L5R 1C6

Ms. Nikki DeGroot  
Enbridge Gas Distribution Inc.  
500 Consumers Road  
North York, Ontario M2J 1P8

Mr. Henry Gamboa  
Alectra Utilities  
175 Sandalwood Parkway West  
Brampton, Ontario L7A 1E8

Ms. Meghan Palynchuk  
Bell Canada  
Floor 5, 100 Borough Drive  
Scarborough, Ontario M1P 4W2

Mr. Andrew Leung  
Rogers Cable Communications Inc.  
3573 Wolfedale Road  
Mississauga, Ontario L5C 3T6

Mr. John Hardcastle  
Region of Peel  
10 Peel Centre Drive  
Brampton, Ontario L6T 4B9

NOTE 4:

The costs of any relocations or revisions to Alectra Utilities facilities which are necessary to accommodate this subdivision will be borne by the Owner, and further any easement rights of Alectra Utilities are to be respected. The Owner should contact the local Alectra Utilities Area office to verify if any low voltage distribution lines may be affected by the proposal.

NOTE 5:

It is recommended that the Owner or their consultant contact the Toronto and Region Conservation Authority to clarify specific requirements prior to preparation of detailed engineering reports.



## SCHEDULE 2



# Local Planning Appeal Tribunal Order

**ISSUE DATE:**

**CASE NO.:** PL180294

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Digram Developments Countryside Inc.  
Subject: Application to amend Zoning By-law No. 270-2004 - Refusal or neglect of City of Brampton to make a decision

Existing Zoning: Agriculture "A"  
Proposed Zoning: Residential Single Detached F-11.0 Section AAAA (R1 F-11.0 - AAAA)", "Residential Townhouse E-4.5 - Section - 8888 (R3E-4.5 - 8888)" and "Open Space (OS)" zones

Purpose: To permit residential development  
Property Address/Description: 11223 Torbram Road  
Municipality: City of Brampton  
Municipality File No.: C06E16.007  
LPAT Case No.: PL180294  
LPAT File No.: PL180294  
LPAT Case Name: Digram Developments Countryside Inc. v. Brampton (City)

**PROCEEDING COMMENCED UNDER** subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: Digram Developments Countryside Inc.  
Subject: Proposed Plan of Subdivision - Failure of City of Brampton to make a decision

Purpose: To permit residential development  
Property Address/Description: 11223 Torbram Road  
Municipality: City of Brampton  
Municipality File No.: 21T-17009B  
OMB Case No.: PL180294  
OMB File No.: PL180295

**WHEREAS** the Tribunal has received and reviewed the Affidavit of Mark Yarranton, MCIP, RPP, sworn on May 5, 2020, in support of the settlement of the above appeals;

**AND WHEREAS** the Tribunal has received submissions in support of the settlement of the above appeals from counsel to Digram Developments Countryside Inc. (“Digram”) and the City of Brampton;

**THE TRIBUNAL ORDERS** that Digram’s appeal of its zoning by-law amendment application is allowed and City of Brampton Zoning By-law 270-2004 is hereby amended in accordance with Attachment 1 to this Order;

**AND THE TRIBUNAL FURTHER ORDERS** that Digram’s appeal of its subdivision application is allowed and the Draft Plan of Subdivision prepared by KLM Planning Partners Inc., dated September 20, 2019, attached as Attachment 2 to this Order, is hereby approved, subject to the conditions of approval set out in Attachment 3 to this Order;

**AND THE TRIBUNAL FURTHER ORDERS** that, in accordance with s.51(56.1) of the *Planning Act*, the City of Brampton shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of s.51(58) of the *Planning Act*;

**AND THE TRIBUNAL FURTHER ORDERS** that it may be spoken to in the event that there are any issues arising from the implementation of this Order.

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TRIBUNAL REGISTRAR



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2020

To amend Comprehensive Zoning By-law 270-2004

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The Council of the Corporation of the City of Brampton ENACTS as follows  
By-law 270-2004, as amended, is hereby further amended:

1. By changing Schedule A thereto, the zoning designation of the lands as shown outlined on Schedule A to this by-law:

From:	To:
Agricultural (A)	Residential Single Detached F (H) 11.6 - Section 2987 (R1F(H) – 11.6 - Section 2987);  Residential Single Detached F (H) 14.2 - Section 2988 (R1F(H) – 14.2 - Section 2988);  Residential Townhouse E (H)– 6.0 – Section 2989 (R3E(H)-6.0-2989)  Open Space OS

By adding the following Sections:

“2987 The lands designated R1F(H)-11.6-Section 2987 on Schedule A to this By-law:

2987.1 Shall only be used for the following purposes:

- 1) Shall only be used for the purposes permitted within the R1F-x zone:

2987.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;
- 2) Maximum cumulative garage door width: 5.5 metres

2987.3 Holding (H):

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Torbram Road and Countryside Drive as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - f) Confirmation that the Hewson Farmhouse Heritage Impact Assessment has been completed to the satisfaction of the Commissioner of Development Services.

2988 The lands designated R1F(H)-14.2 Section 2988 on Schedule A to this By-law:

2988.1 Shall only be used for the following purposes:

- 1) Shall only be used for:
  - a) A single detached dwelling

2988.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;
- 2) An attached garage and / or carport shall not be permitted;
- 3) A detached garage having a minimum gross floor area of 30 square metres shall be provided;
- 4) Maximum cumulative garage door width: 6 metres
- 5) Minimum rear yard to a detached garage: 0.60 metres
- 6) Minimum interior side yard to a detached garage: 0.60 metres
- 7) Minimum Driveway Width: 2.8 metres
- 8) Minimum Rear Yard Depth: 10 metres
- 9) Minimum Interior Side Yard Width to an Open Space zone:
  - a) 1.7 metres provided that the combined total of the interior side yards is not less than 5.5 metres;

- b) A window bay, with or without foundation, may encroach a maximum 0.5 metres into the required side yard;
- 10) The length of the rear wall of the dwelling shall be a minimum 2 metres less than the length of the front wall of the dwelling;
- 11) For the purpose of Sentence 10) above, the “rear wall” shall mean the main wall of the dwelling most closely opposite and parallel to the rear lot line and the “Front wall” shall mean the main wall of the dwelling most closely opposite and parallel to the front lot line.

2988.3 The Holding (H):

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Torbram Road and Countryside Drive as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - f) Confirmation that the Hewson Farmhouse Heritage Impact Assessment has been completed to the satisfaction of the Commissioner of Development Services.

2989 The lands designated R3E(H)-6.0-Section 2989 on Schedule A to this By-law:

2989.1 Shall only be used for the following purposes:

- 1) Purposes permitted within the R3E-x zone;

2989.2 Shall be subject to the following requirements and restrictions:

- 1) A balcony or porch with or without a cold cellar may project into the minimum front or exterior side yard by a maximum of 1.8 metres, eaves and cornices may project an additional 0.6 metres into the minimum front yard or exterior side yard;
- 2) Minimum building setback to a daylighting triangle/rounding: 1.5 metres
- 3) Minimum lot width for a lot abutting a daylighting triangle: 7.0 metres
- 4) No minimum dwelling unit width shall apply;
- 5) Minimum Interior Side Yard Width:

- i. 1.2 metres; or
  - ii. 0.0 metres abutting a side lot line that coincides with a shared common wall between two dwellings;
- 6) Maximum Building Height: 14.0 metres
- 7) Maximum Lot Coverage: no requirement
- 8) The requirement for maintaining a minimum 0.6 metre wide permeable landscape surface abutting one side lot line shall not apply;
- 9) Maximum cumulative garage door width: 3.5 metres

2989.3 The Holding (H) :

- 1) Until the Holding (H) symbol is removed, the lands shall only be used in accordance with the Agricultural (A) zone.
- 2) The Holding (H) symbol shall not be removed until such time as the following have been provided:
  - a) Confirmation of the filing of a Record of Site Condition (RSC) to the satisfaction of the Chief Building Official; and,
  - b) Approval of a Functional Servicing Report to the satisfaction of the Director of Engineering Services; and,
  - c) Approval of a Sustainability Matrix to the satisfaction of the Director of Development Services; and,
  - d) Confirmation that all infrastructure and services have been provided to the satisfaction of the Commissioner of Public Works in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - e) Confirmation that the Commissioner of Public Works is satisfied that the appropriate mechanisms are in place for the construction of Inspire Boulevard in its entirety between Torbram Road and Countryside Drive as well as intersection improvements in accordance with the Growth Management Staging and Sequencing Strategy; and,
  - f) Confirmation that the Hewson Farmhouse Heritage Impact Assessment has been completed to the satisfaction of the Commissioner of Development Services.”

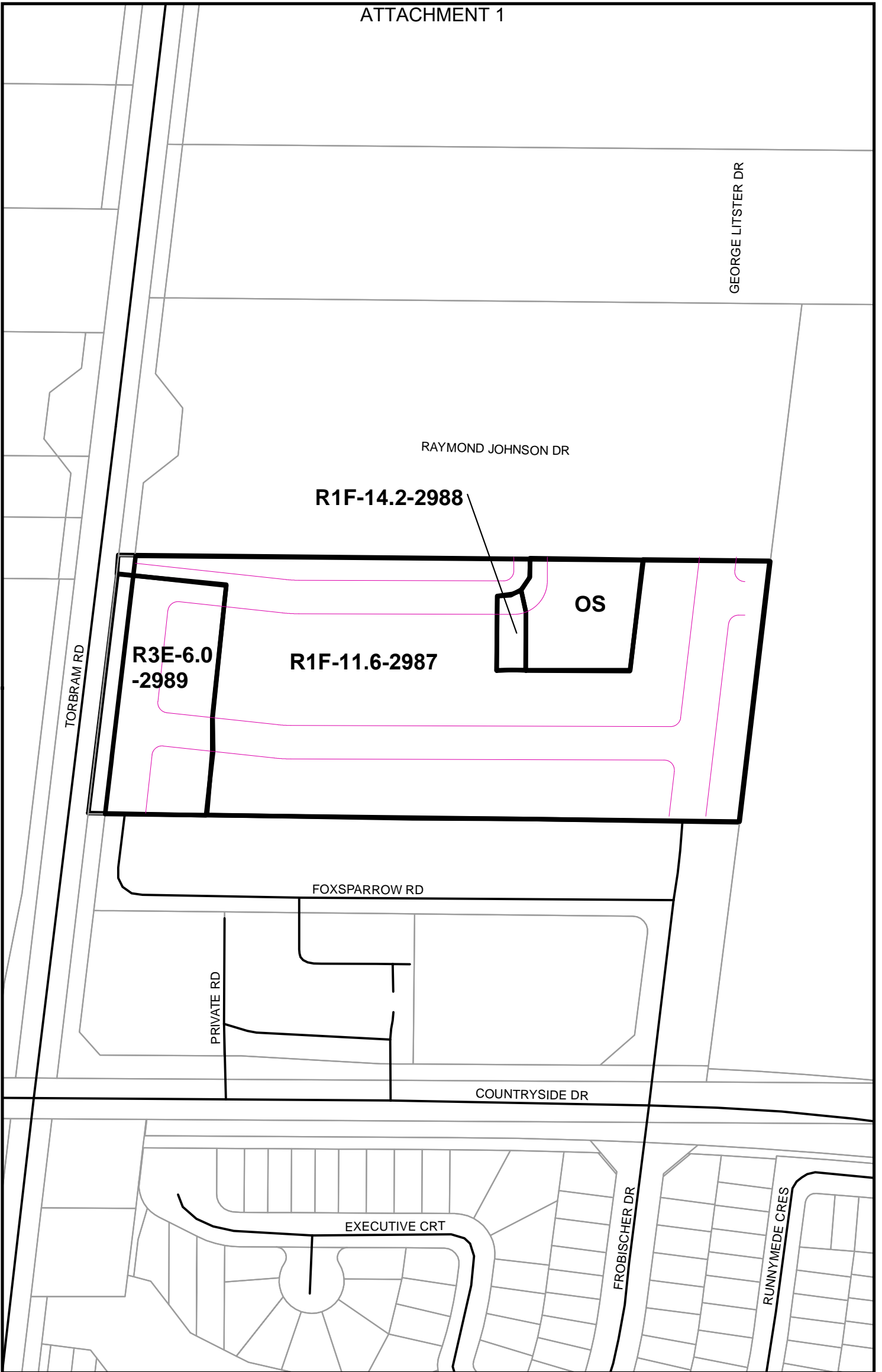
ENACTED and PASSED this [enter date] day of [enter month], 2020.

Approved as to form.  
 20 \_\_/month/day  
 [insert name]

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to content.  
 20 \_\_/month/day  
 [insert name]

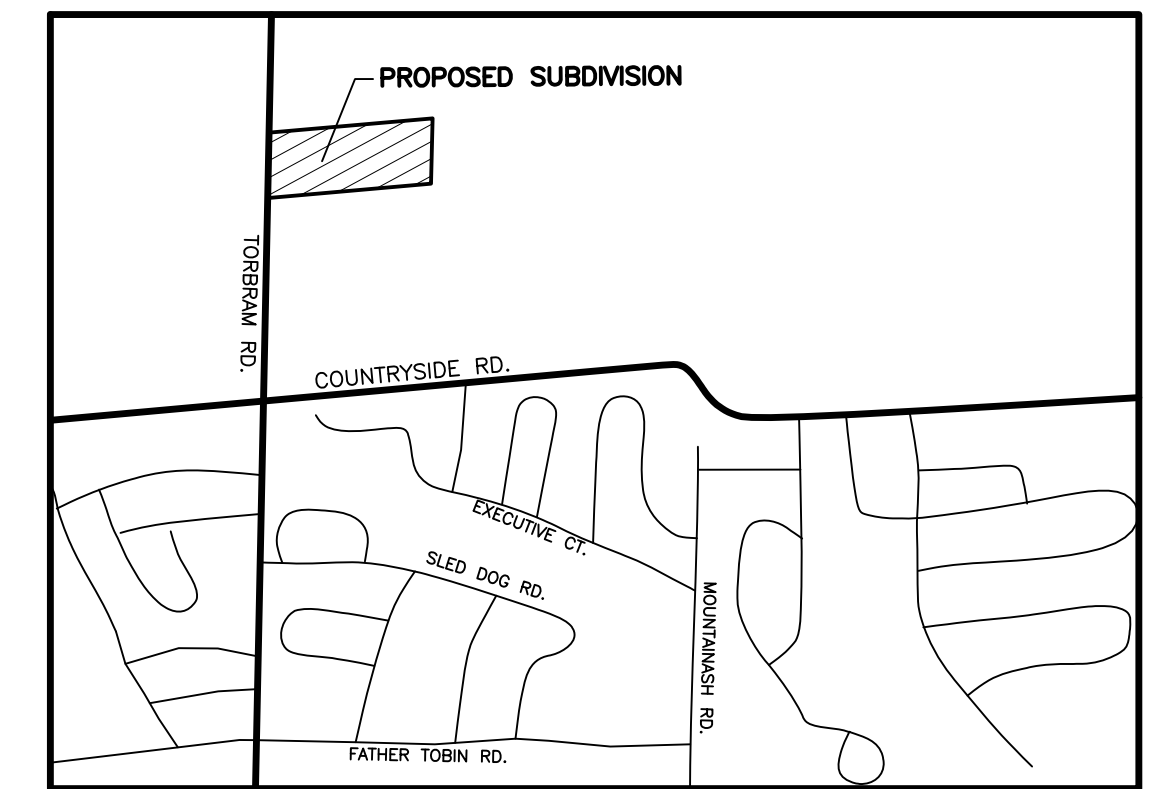
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Peter Fay, City Clerk



# ATTACHMENT 2

DRAFT PLAN OF SUBDIVISION  
 PART OF LOT 16, CONCESSION 6  
 EAST OF HURONTARIO STREET  
 (GEOGRAPHIC TOWNSHIP OF CHINGUACOUSY)  
 CITY OF BRAMPTON  
 REGIONAL MUNICIPALITY OF PEEL

DRAFT PLAN 21T-17009B



KEY PLAN

## SECTION 51, PLANNING ACT, ADDITIONAL INFORMATION

- A. AS SHOWN ON DRAFT PLAN
- B. AS SHOWN ON DRAFT PLAN
- C. AS SHOWN ON DRAFT PLAN
- D. SEE SCHEDULE OF LAND USE
- E. AS SHOWN ON DRAFT PLAN
- F. AS SHOWN ON DRAFT PLAN
- G. AS SHOWN ON DRAFT PLAN
- H. MUNICIPAL PIPED WATER AVAILABLE AT TIME OF DEVELOPMENT
- I. CLAY-LOAM
- J. AS SHOWN ON DRAFT PLAN
- K. SANITARY AND STORM SEWERS, GARBAGE COLLECTION, FIRE PROTECTION
- L. AS SHOWN ON DRAFT PLAN

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AS SHOWN ON THIS PLAN, AND THEIR RELATIONSHIP TO THE ADJACENT LAND ARE ACCURATELY AND CORRECTLY SHOWN.

HOLDING JONES VANDERVEEN INC.

DATE Nov 23, 2015

*G.B. Vanderveen*  
 GARY B. VANDERVEEN  
 ONTARIO LAND SURVEYOR

## OWNER'S CERTIFICATE

I AUTHORIZE KLM PLANNING PARTNERS INC. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE CITY OF BRAMPTON FOR APPROVAL.

OWNER

**DIGRAM DEVELOPMENTS  
 COUNTRYSIDE INC.**

*Abubakar Masood*  
 ABUBAKAR MASOOD A.S.O.

## SCHEDULE OF LAND USE

TOTAL AREA OF LAND TO BE SUBDIVIDED = 3.994±Ha. ( 9.869±Acs)

DETACHED DWELLINGS	BLOCKS	LOTS	UNITS	±Ha.	±Acs.
LOTS 1-7, 12, 27-31, 34, 35 and 54 <small>MIN. LOT FRONTAGE=12.45m. MIN. LOT AREA=443.48sq.m.</small>		16	16	0.612	1.512
plus Block 68	1		0.5 *	0.033	0.082
LOTS 8-11, 13-26, 36-53 and 55-57 <small>MIN. LOT FRONTAGE=11.0m. MIN. LOT AREA=319.00sq.m.</small>		39	39	1.241	3.067
plus Blocks 58-67 and 69-81	23		11.5 *	0.335	0.828
TOWNHOUSE DWELLINGS					
BLOCKS 32 and 33 <small>MINIMUM UNIT FRONTAGE 6.0m.</small>	2		12.0	0.248	0.612
<b>SUBTOTAL</b>	<b>26</b>	<b>55</b>	<b>79.0*</b>	<b>2.469</b>	<b>6.101</b>
BLOCK 82 - PARK	1			0.283	0.699
BLOCK 83 - BUFFER	1			0.002	0.005
<b>STREETS</b>				1.240	3.064
18.5m. WIDE TOTAL LENGTH= 124m. AREA= 0.229±Ha.					
18.0m. WIDE TOTAL LENGTH= 129m. AREA= 0.232±Ha.					
16.5m. WIDE TOTAL LENGTH= 472m. AREA= 0.779±Ha.					
<b>TOTAL</b>					
LENGTH= 725m. AREA= 1.240±Ha.					
<b>TOTAL</b>	<b>28</b>	<b>55</b>	<b>79.0*</b>	<b>3.994</b>	<b>9.869</b>

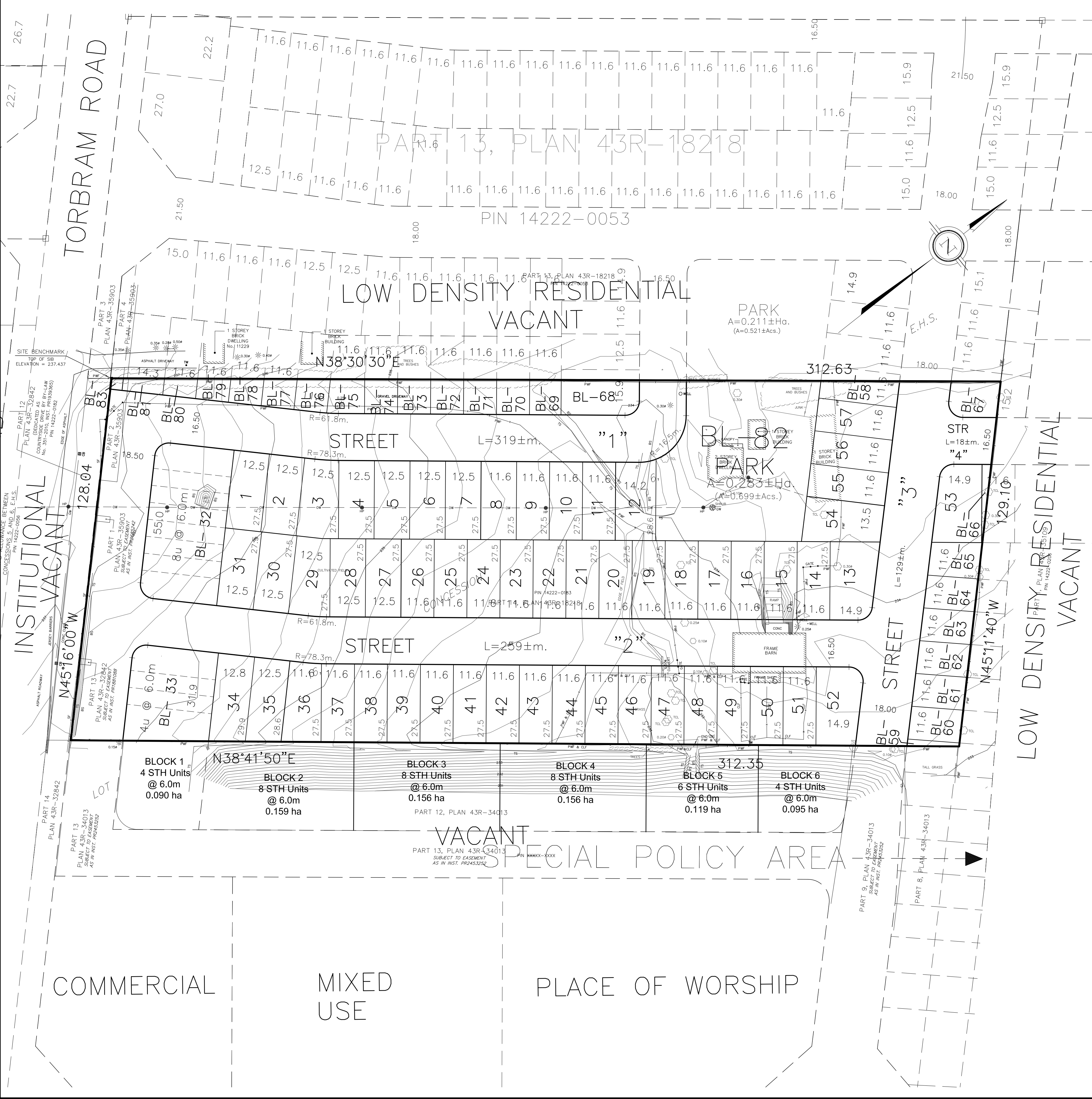
NOTE - \* SUBJECT TO FINAL CALCULATION

NOTE - ELEVATIONS RELATED TO CANADIAN GEODETIC DATUM

**PROJECT No. P-2624**  
 SCALE 1:750 SEPT. 20, 2019  
 (2624DES6) X-REF: (2624MAS2 & 2624TOPO)

**KLM DWG. No. - 19:1**  
 64 JARDIN DRIVE - UNIT 1B, CONCORD ONTARIO L4K 3P3  
 PLANNING PARTNERS INC. TEL: (905) 669-4055 FAX: (905) 669-0097 design@klmplanning.com

Planning • Design • Development







**SCHEDULE A  
CONDITIONS OF DRAFT APPROVAL**

**DRAFT APPROVAL DATE:** Month, Day, Year

**SUBJECT:** Draft Plan of Subdivision  
Digram Developments Inc. - KLM Planning  
Partners Inc.  
City of Brampton  
City File: C06E16.007 & 21T-17009B  
Planner: Stephen Dykstra

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In accordance with By-law 216-2017 the Commissioner of Planning and Development Services of the City of Brampton has made a decision to authorize the draft approval of the above noted draft plan of subdivision subject to the following conditions.

**Approved Plan and Redlines**

1. The final plan is to generally conform to the draft plan (C06E16.007 & 21T-17009B) prepared by KLM Planning Partners Inc., dated September 20, 2019, herein referred to as 'Plan', subject to any revisions required in accordance with the conditions of Draft Plan of Subdivision approval.

**Plans and Studies**

2. The following plans and studies shall be submitted and approved by the City in accordance with the details set out below:
  - 2.1 Functional Servicing Report – Prior to sales of units
  - 2.2 Tree Inventory and Preservation Plan – prior to Registration
  - 2.3 Transportation Impact Study – prior to Registration
  - 2.4 Record of Site Condition – prior to Registration
  - 2.5 Planning Justification Report – Prior to Sale of Units
  - 2.6 Facility Fit Plans – prior to Registration
  - 2.7 Geotechnical Study – prior to Registration
  - 2.8 Preliminary Hydrogeological Investigation Report – prior to Registration
  - 2.9 Architectural Control Compliance – prior to Sale of Units
  - 2.10 Noise Attenuation Statement – Prior to Registration

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### **Subdivision Agreement**

3. Prior to registration, the Owner acknowledges and agrees to enter into a Subdivision Agreement and any other agreements deemed necessary by the City of Brampton, Region or any other approval authority.

These agreements shall deal with any matter and include any term or condition which an approval authority may require, where such matters, terms, or conditions, are reasonable in the opinion of the approval authority, having regard to the nature of the development proposed for the subdivision, in accordance with s.51 of the *Planning Act*. The owner shall be required in the Subdivision Agreement to comply with all applicable City standards, specifications, guidelines, manuals etc. These agreements may address matters including but not limited to the following:

- 3.1 Planning matters such as parkland/open space dedications and development, residential reserves, buffer blocks, tree preservation, trails, site development plan, utilities, architectural control, homebuyers information map, heritage conservation and landscape plan approvals, phasing/staging of development, warning clauses and notices, all in accordance with the approved plans and studies.
  - 3.2 Engineering matters such as municipal services, road widening, construction and reconstruction, transit infrastructure, traffic signals, active transportation including but not limited to design, construction, maintenance and security, all to the satisfaction of the Commissioner, Planning and Development Services, grading, fencing, well monitoring, septic systems, waste management, pressure testing/chlorination, cost-sharing, noise mitigation and warning clauses.
  - 3.3 Financial issues such as cash contributions, levies (development charges), land dedications or reserves, securities or letters of credit; unless otherwise provided for in these conditions, all works show on the plans that are Development Credit eligible, drawings and studies referred to in these conditions, shall be at the owner's sole cost and expense.
  - 3.4 All matters required by these conditions to be included in the Subdivision Agreement shall be addressed therein through terms and conditions satisfactory to the Commissioner, Planning and Development Services. Unless otherwise indicated in these conditions, all such matters shall be provided at no cost to the City, except those works that are Development Credit eligible.
- 4 The Owner shall acknowledge and agree in the Subdivision Agreement that the underground and aboveground municipal services are to be constructed in accordance with the latest City standards and requirements, as applicable. Development of the lands shall be staged to the satisfaction of the City. The owner

shall provide the City with comprehensive insurance coverage, a financial guarantee for the installation of municipal works and maintain the municipal works in accordance with Clauses 27 (Insurance), 24 (Financial) and 17 (Maintenance Periods) respectively, of the applicable standard Subdivision Agreement.

### **Fees**

- 5 Prior to registration of the plan, all processing and administrative fees shall be paid. Such fees will be charged at prevailing rates of approved City and Regional Policies and By-laws on the day of payment.

### **Zoning**

- 6 The Zoning By-law implementing the subject plan shall be approved under Section 34 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, and be in full force and effect prior to registration of the plan.

### **Easement and Land Dedication within the Plan**

- 7 The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey and/or dedicate any required road or highway widening, 0.3 m reserves, walkways, sight triangles, radius roundings, buffer blocks other land required for municipal purposes and utility or drainage easements within the Plan to the satisfaction of the City, Region, or other authority.
- 8 The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey land to the City or convey easements within the Plan from the property Owner to the City/ Region as may be required.

### **External Easements and Land Dedications**

- 9 The Owner acknowledges and agrees in the Subdivision Agreement to gratuitously convey all necessary external easements and lands for access, drainage, servicing, utility purposes and for any other municipal purposes, as may be required, to the appropriate municipality, agency or public authority. The Owner is advised that no servicing works shall be permitted until the detailed engineering drawings are approved and external easements and lands identified on the detailed engineering drawings as being required for the proposed development of the lands are granted. All lands which are to be conveyed to the City shall be free and clear of any encumbrances, unless otherwise approved by the City.
- 10 The Owner acknowledges and agrees in the Subdivision Agreement to convey lands gratuitously to the City for municipal purposes, and where the lands have been so conveyed to the City, and where prior to assumption of the plan the City determines in its sole and absolute discretion that said lands (or any interest therein) are surplus to its requirements and are no longer required, then the City

may re-convey said lands (or any interest therein) to the Owner, gratuitously, provided that the Owner shall be required to pay for any fees, taxes, and/or disbursements related to the re-conveyance, including but not limited to registration fees and the cost of preparing and filing a reference plan.

- 11 The Owner acknowledges and agrees in the Subdivision Agreement to satisfy the City 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 the Subdivision Agreement or other agreement for municipal works.

### **Studies**

- 12 Prior to registration of the plan, the Owner shall provide any and all outstanding reports, plans or studies required by the City, agency or public authority, and shall update any and all plans, studies, and reports required to be updated to the discretion of the City, to the satisfaction of the applicable commissioner, and shall implement all recommendations of such updated plans, studies and reports, including but not limited to gratuitously conveying additional lands and easements to the City, all to the satisfaction of the applicable Commissioner, in consultation with any applicable agency and/or public authority.

### **Archaeological**

- 13 The Owner acknowledges and agrees in the Subdivision Agreement that should any archaeological resources be discovered they may constitute a new archaeological site, and therefore be subject to Section 48 (1) of the Ontario Heritage Act. Upon the discovery of the archaeological resource(s) any alteration of the Lands must immediately be ceased, a licensed archaeologist shall be engaged to carry out the archaeological field work in compliance with Section 48 (1) of the Ontario Heritage Act, the City's Policy Division (Heritage Section) of the City's Planning & Development Services Department shall be notified.
- 14 The Owner acknowledges and agrees in the Subdivision Agreement that the Funeral, Burial and Cremation Services Act, 2002 requires any persons discovering human remains to notify the police or coroner and the Registrar of Cemeteries at the Ministry of Government and Consumer Services. No further work will be permitted on the Lands until such permission, in the form of a written notice from the City is provided to the Owner. The Owner agrees that it releases and forever discharges the City, its elected officials, employees, agents and contractors, and any others for whom it is responsible at law, from any and all claims, demands, actions, cause of actions and other proceedings and any liability for damages, costs and expenses for or relating to any loss which the Owner may suffer arising out of, incidental to, or in connection with:
  - a) an archaeological assessment(s) and/or field work that is inaccurate, incomplete, misleading or fraudulent; or

- b) the issuance of any written notice from the City's Policy Division (Heritage Section) of the City's Planning & Development Services Department permitting the Owner to continue to work on the Lands; or
  - c) the period of time during which the Owner is not allowed to work on the Lands.
- 15 The Owner acknowledges and agrees in the Subdivision Agreement to indemnify and forever save harmless the City, its elected officials, employees, agents and contractors, and any others for whom it is responsible at law from and against any claim, suit, demand, causes of action, and proceedings by whomsoever made or brought, in respect of any costs, expenses, loss, damage or injury including death as well as legal fees arising out of, incidental to or in connection with Conditions 13 (a), (b), or (c) listed above.

### **Heritage**

- 16 Prior to Registration, the owner will enter into a heritage easement agreement with the City and register on title the heritage easement agreement, by which the owner will be required to construct a commemorative gothic revival house and install a commemorative plaque on a private lot located on the lands identified as "Lot 12" on the proposed Plan.
- 17 Prior to Registration, the owner and the City agree and acknowledge that the lot identification number and/or lot dimensions may be subject to any revisions as part of the plan of subdivision approval process, but that the entire lot of the lands identified as "Lot 12" on the Plan will be the lands subject to the heritage easement agreement required in condition 16.
- 18 Prior to Registration, the owner provides a Reference Plan to the City's satisfaction to identify the lands that will be subject to the heritage easement agreement required in condition 16.
- 19 Prior to Registration, the owner completes a park design (facility fit) to the City's satisfaction that includes, but is not limited to, a shade structure, commemorative trees, salvaged materials of the barn on the property incorporated into the park furniture, in situ ground markings demarking the site of the former Hewson farmhouse and a commemorative plaque denoting the cultural heritage significance of the park and property.
- 20 Prior to obtaining a demolition permit or Registration, whichever comes first, the owner obtain an approved salvage plan for the barn on the property to the satisfaction of the Commissioner of Planning and Development.
- 21 Prior to Registration, the owner obtain an approved heritage impact assessment to the satisfaction of the Commissioner of Planning and Development.

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- 22 Prior to Registration, the owner obtain approval for a full set of architectural plans and drawings for the commemorative gothic revival house to the satisfaction of the Commissioner of Planning and Development.
  - 23 Concurrent with the first engineering submission, the owner submit a commemoration and interpretation plan, and a landscape plan for both the park and commemorative gothic revival house, to the satisfaction of the Commissioner of Planning and Development.
  - 24 Prior to Registration, the owner shall obtain approval of an itemized list of costs associated with the construction of the commemorative gothic revival house, commemorative plaques, park design and construction of the features within the park including, but not limited to, the shade structure, commemorative trees, salvaged materials of the barn on the property incorporated into the park furniture, in situ ground markings demarking the site of the former Hewson farmhouse and a commemorative plaque denoting the cultural heritage significance of the park and property, to the satisfaction of the Commissioner of Planning and Development.
  - 25 The Owner acknowledges and agrees within the Subdivision Agreement to provide securities for the full amount of the commemorative items within the public domain, for the works shown in the commemoration and interpretation and landscape plans for both the commemorative gothic revival house and park, including, but not limited to, the construction of the commemorative gothic revival house, the construction and installation of the commemorative plaque, and the construction and development of the park and all its features, all to the satisfaction of the Commissioner of Planning and Development.
  - 26 Prior to Registration the lands identified as "BL-82 Park" as having approximately 0.283 hectare on the proposed Plan, will be designated under Part IV, section 29 of the Ontario Heritage Act as being of cultural heritage value or interest.
  - 27 Prior to Registration, the owner and the City agree and acknowledge that the lot identification number and/or lot dimensions may be subject to any revisions as part of the plan of subdivision approval process, but that the entire lot of the lands identified as "BL-82 Park" and as having approximately 0.283 hectare on the Plan will be the lands subject to the designation referenced in condition 26.
  - 28 Prior to Registration, the owner provides a Reference Plan to the satisfaction of the Commissioner of Planning and Development to identify the lands that will be subject to the designation reference in condition 26.
  - 29 That a provision be included within the Subdivision Agreement that the building permit for the commemorative gothic revival house shall be issued by the Chief Building Official and Commissioner of Planning and Development as one of the first twelve building permits for single detached dwellings.

And, that the construction of the commemorative gothic revival house must be completed to the satisfaction of the Chief Building Official and Commissioner of Planning and Development prior to the issuance of the final twelve building permits for single detached dwellings (not including blocks or townhouses lots) within the Plan of Subdivision.

### **Staging**

- 30 Development of the plan shall be staged to the satisfaction of the City and the Region in accordance with the approved Growth Management Staging and Sequencing Strategy. In this regard provision shall be made in the subdivision agreement to allow for the registration of this plan in phases, only in accordance with the approved Growth Management Staging and Sequencing Strategy (GMSSS).
- 31 Prior to registration that the implementing conditions included within the approved GMSSS, as amended from time to time, are fulfilled. This includes, but is not limited to, the timing of Inspire Boulevard and its associated intersections, servicing to the satisfaction of the Commissioner of Planning and Development Services.

### **Drawings**

- 32 Prior to registration, the Owner shall submit drawings to the satisfaction of the City in consultation with the applicable agency and/or public authority for approval.

### **Servicing**

- 33 Prior to registration of the plan, the recommendations of the approved Functional Servicing Report shall have been incorporated into all engineering plans.

### **Cost Sharing**

- 34 Prior to registration of the plan, the Owner shall enter into a Landowners Cost Sharing Agreement (and/or other agreements) to the satisfaction of the Commissioner of Planning and Development Services, and sign the Agreement (and/or other agreements), and provide the City's Planning & Development Services Department with a written acknowledgment from the Trustee appointed pursuant to the agreement, that the Owner has signed the agreement and has delivered the deeds or made the payments required by the agreement, and that the plan may be released for registration.

### **Site Grading/Erosion and Sediment Control By-law**

- 35 The Owner acknowledges and agrees in the Subdivision Agreement to be responsible for the proper drainage of all lands abutting the plan. An overall lot/block grading plan must be prepared by the Owner's Engineering Consultant to form part of the Subdivision Agreement for the Plan.

**Storm Drainage**

- 36 The Owner acknowledges and agrees in the Subdivision Agreement that Storm Drainage Storm sewer works including connections to each lot and building block shall be designed in such a manner and be of adequate size and depth to provide for the drainage of the weeping tiles, for the development of all lands lying upstream within the watershed and/or provide for the drainage of such areas as may be designated to the satisfaction of the Commissioner of Public Works & Engineering.
- 37 Prior to registration, as a part of detailed processing of servicing submissions, the Owner's consultant shall submit a drawing outlining the proposed overland flow route on these lands. The internal route is to coincide with roadways as much as possible. Should this route direct drainage along a lot's side lot line, the size of the concerned lot(s) is to be increased in width to account for this route in addition to the usual lot sizes. All overland flow routes to be located on private lands shall be covered by a municipal easement to the satisfaction of the City and the appropriate Conservation Authority. All storm drainage shall be conducted to an outlet considered adequate in the opinion of the Commissioner of Public Works & Engineering.

**Sanitary and Water Service**

- 38 Prior to registration or servicing, the Region shall confirm to the City that all portions of this Draft Plan will be provided with adequate water and sanitary servicing.

**Construction /Staging/Traffic Route**

- 39 The Owner acknowledges and agrees in the Subdivision Agreement to submit plans for construction staging areas, staging and construction vehicle parking to the City's satisfaction. The construction access shall be provided only in a location approved by the City and Region.
- 40 The Owner acknowledges and agrees in the Subdivision Agreement to be responsible for maintaining City roadways within and in the vicinity of this development in a state satisfactory to the Commissioner of Public Works & Engineering until all construction and building activity is complete. Securities shall be included in the Security & Payment Statement section of the Subdivision Agreement.
- 41 Prior to registration, the Owner shall submit a construction access and the route for same will be finalized during processing of detailed engineering submissions to the satisfaction of the Commissioner of Public Works & Engineering.



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- 42 The Owner acknowledges and agrees in the Subdivision Agreement that the construction access shall remain open at the discretion of the Commissioner of Public Works & Engineering.

### **Road Design**

- 43 The Owner acknowledges and agrees in the Subdivision Agreement that all internal roads shall be constructed by the Owner and shall have asphalt pavement complete with concrete curbs and gutters designed and constructed in accordance with the latest Ontario Provincial Standards and/or City standards and requirements, as applicable. The horizontal and vertical alignments of all roads, including their relative intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern may be required to accommodate intersection alignments and locations specified for bus bays and loading platforms. All connecting roads shall be located such that they align precisely with their continuation beyond the limits of this Draft Plan.
- 44 The Owner acknowledges and agrees in the Subdivision Agreement to sodding or seeding of the boulevards and private Lands/Maintenance of Undeveloped Lands.
- 45 The Owner acknowledges and agrees in the Subdivision Agreement that all portions of road allowance not covered by roads, sidewalks, splash pads, etc. shall be placed with a minimum of 150 mm of topsoil and sodded with number 1 nursery sod.
- 46 Prior to registration, the Owner shall submit to the City securities to ensure that each of the lots will be sodded and topsoiled to City standards with driveways being provided. A security is to be established at time of detailed processing and is to be maintained with the City until substantial completion of the lots, and the securities reduced at the discretion of the Commissioner of Public Works & Engineering. Lots and blocks with which there are no immediate development proposals shall be graded, seeded and maintained to the satisfaction of the Commissioner of Public Works & Engineering, and securities shall be included in the Security & Payment Statement of the Agreement to guarantee this.

### **Community Postal Boxes**

- 47 Prior to registration, the Owner shall submit servicing drawings identifying the Community Postal Delivery Box locations as approved by Canada Post and are to be installed to City and Canada Post requirements by the Owner when required by Canada Post or when constructing aboveground works, whichever is appropriate.

### **Preservicing**

- 48 The Owner acknowledges and agrees in the Subdivision Agreement that preservicing will not be permitted until satisfactory arrangements have been made

to the satisfaction of the Commissioner of Public Works & Engineering for the necessary outlets for the municipal services and adequate access roads to service the lands. Preservicing will not be permitted until the zoning for the development of the lands is in effect or has been approved by the Local Planning Appeal Tribunal. Any external land dedications or easements required to service the property must be obtained by the Owner and conveyed gratuitously to the City or the Region prior to the commencement of preservicing of the lands.

### **Street Lighting**

- 49 Prior to registration, the Owner shall submit a street lighting plan in accordance with the City's latest standards and requirements. In addition to streetlighting within the plan, the facilities at the intersections of the proposed road(s) with the boundary roads are to be examined and if necessary, upgraded.

### **Brampton Transit**

- 50 The Owner acknowledges and agrees in the Subdivision Agreement to provide transit infrastructure at the Owner's expense, to the City's satisfaction per Brampton Standard Drawing #260, where identified.

### **Noise Attenuation**

- 51 Prior to registration and first engineering submission and prior to the Owner entering into any Purchase and Sale Agreements, the Owner shall submit a final Noise Feasibility Study, to the satisfaction of the City and Region. The study shall address methods of dealing with acoustical aspects evolving from all noise sources. The report should also detail the type of noise attenuation to be implemented for all noise sources. A copy of this report shall be provided to the City's Chief Building Official.
- 52 The Owner acknowledges and agrees in the Subdivision Agreement that the noise control measures and noise warnings recommended by the Noise Feasibility Study shall be implemented to the satisfaction of the City and Region, as required.
- 53 The Owner acknowledges and agrees in the Subdivision Agreement the following clause in the Noise Schedule of the Subdivision Agreement: "Prior to the issuance of any Building Permits, the Owner agrees to submit the City's Chief Building Official with a certificate certifying that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved noise report and the approved plans".
- 54 Prior to registration, the Owner shall submit a Noise Attenuation Statement to the satisfaction of the City, a copy of which shall be submitted to the City's Chief Building Official.

- 55 Prior to the issuance of any building permits, the Owner shall provide to the City's Chief Building Official with a certificate indicating that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved Noise Feasibility Study and the approved plans.

### **Architectural Control**

- 56 Prior to sale of units, the Owner shall implement the Architectural Control Guidelines for Ground Related residential Development, the Development Design Guidelines (Chapter 7) and Architectural Control Protocol Summary (Appendix 2 – Architectural Control report), as per the City's By-law 177-2008. The Owner agrees to the following:
- a) Select an approved Control Architect from the short list of firms established by the City;
  - b) The Control Architect shall organize information meeting with the builders. Designers, key stakeholders and City staff to identify the City's expectations, key issues and, the process and milestones of Architectural Control Compliance. Written confirmation of the participant's attendance and their understanding of the entire process will be provided to the City.
  - c) The Control Architect shall submit a Clearance Letter to the City, certifying their preliminary review and approval of models;
  - d) To pay all associated fees to the City, as per By-law 110-2010;
  - e) After registration, the Control Architect shall submit to the City during construction, Quarterly Site Monitoring reports; and
  - f) Upon completion of the Subdivision, the Control Architect shall submit to the City a final Completion Letter.
- 57 The Owner acknowledges and agrees in the Subdivision Agreement to implement the final Community Design Guidelines and associated addendum, including, but not limited to the provision of appropriate building architecture, landscape treatments and other arrangements to accommodate the consolidation of street accessories such as newspaper boxes, mail boxes, utility boxes, etc., to the satisfaction of the Commissioner of Planning & Development Services. In this regard, minor revisions to the plan may be necessary to provide sufficient space for such features.

### **Street Naming**

- 58 Prior to registration, the Owner agrees that the name streets' shall be approved by the City's Street Naming Committee and included on the final draft plan.

### **Environmental**

- 59 Prior to registration and the initiation of any grading or construction on the site, the Owner shall install adequate sediment and erosion control measures to the

satisfaction of the City and Toronto and Region Conservation Authority (TRCA). These measures shall remain in place until all grading and construction on the site are completed or stabilized to the satisfaction of the City and Toronto and Region Conservation Authority (TRCA).

### **Stormwater Management**

- 60 Prior to registration and any site grading or servicing taking place as part of the first engineering submission, the Owner shall complete a Stormwater Management Report, which describes the existing and proposed stormwater drainage systems for the proposed development to the satisfaction of the City Development Engineering Services.
- i) Confirmation of the existing drainage pattern and outlet location of the site, to the satisfaction of the TRCA and the City's Development Engineering Services.
  - ii) The proposed servicing, grading and design of the Stormwater Management pond including its size, location and outlet configuration for the interim and ultimate development conditions, to the satisfaction of the TRCA and the City's Development Engineering Services.
  - iii) The proposed stormwater management strategy of the site shall not aggravate and/or create adverse effects on adjacent properties without the consent of all affected landowners.

### **Transportation**

- 61 Prior to registration, in conjunction with the first engineering submission of detailed drawings, the Owner shall complete a Transportation Impact Study, to the satisfaction of the City's Engineering Division. Designs are to adhere to the City standards and requirements and must include immediate adjacent right-of-way, including lane configurations, sidewalks, curb radii, driveway locations, pavement markings, visitor parking and signage, in addition to interim and ultimate lane configurations subject to City standards or alternate satisfactory arrangements as determined by the City's Engineering Division.
- 62 The Owner acknowledges and agrees in the Subdivision Agreement to make satisfactory arrangements with the adjacent lands to the south for reciprocal access and servicing easements over the permanent private road access when required by City's Engineering Division.
- 63 Prior to registration, the Owner shall demonstrate to the satisfaction of the Director of Environment & Development Engineering Division, and the Development Services Division how the plan will have temporary emergency access to the greater public road network and municipal services.

**Access & Site Servicing – Sale of Lots / Blocks**

- 64 The Owner acknowledges and agrees in the Subdivision Agreement that the registration and development of this plan is dependent on the services provided on the adjacent plans for access and servicing. Prior the adjacent plans to the North, East and South providing the required access and services, the Owner agrees to:
- a) Not offer for sale to the public any Lots or Blocks in this plan until the owner has obtained an easement or provided in full to the satisfaction of the City's Commissioner of Public Works & Engineering, in favour of the City, from the affected land owners to the north, east and south as required, for a storm water management facility, outlet, and overland flow route supporting the servicing of this plan.
  - b) Not offer for sale to the public any Lots or Blocks in this plan until the owner has obtained an easement or satisfactory arrangements to the satisfaction of the City's Commissioner of Public Works & Engineering, in favour of the City, from the affected land owners to the north, east and south as required, for vehicular access.
  - c) Not offer for sale to the public any Lots or Blocks in this plan until the holding provisions within the Zoning By-law have been lifted.

**Streetscaping**

- 65 The Owner acknowledges and agrees in the Subdivision Agreement to make satisfactory arrangements with the City, to provide street trees along all internal streets within the plan and immediately abutting boulevards of adjacent streets. The Owner shall comply with the recommendations of the approved Community Design Guidelines to the satisfaction of the City.
- 66 The Owner acknowledges and agrees in the Subdivision Agreement to implement, at the Owner's expense, all works shown on the approved streetscape plans in accordance with the Subdivision Agreement and the approved Community Design Guidelines and shall include the implementation of all applicable boulevard and buffer planting, and entry features including all structures and planting to the satisfaction of the City
- 67 The Owner acknowledges and agrees in the Subdivision Agreement that prior to issuance of final acceptance of all landscape works the Owner shall submit as-built drawings in the form of digital files for all dedicated open space, landscape buffer blocks, etc. The submission of these drawings will meet the latest digital standards as prescribed by the City.
- 68 The Owner acknowledges and agrees in the Subdivision Agreement that prior to assumption, any material identified in the Tree Evaluation Report as hazardous, or identified for removal for accessibility or safety reasons, and any deleterious materials and debris not normally found in a NHS lands, as determined by the City, shall be removed at the Owner's expense.

**Fencing**

- 69 Prior registration, the Owner shall submit detailed engineering and landscape plans for the development of fencing on all lots and blocks to the satisfaction of the Director of Environment and Development Engineering. The Owner shall not be eligible for development charges credit against work performed, in accordance with City Standards and the current Development Charges By-Law.

### **Landscape Works**

- 70 Prior registration, the Owner shall pay a maintenance fee for any landscape items deemed necessary by the Owner, but which exceeds the City standard. This may include, but not be limited to special entry features structures, irrigation systems, acoustical walls and architectural landscape elements located on public property.
- 71 The Owner acknowledges and agrees in the Subdivision Agreement that prior to issuance of final acceptance of all landscape works, and the Owner shall submit as-built drawings in the form of digital files for all dedicated park, open space, stormwater management, entry feature, landscape buffer blocks, etc. The submission of these drawings will meet the latest digital standards as prescribed by the City.
- 72 The Owner agrees that proposed Park Block 82, which is shared between the subject plan and the adjacent plan (*Maplequest Ventures Inc.* lands to the north), shall be designed and constructed in its entirety by the owner, within the earlier of 2 years from the first registration of any phases of either draft plan unless extended in writing by the City, to the satisfaction of the Director, Environment & Development Engineering. The park will contain non-standard infrastructure, including heritage compensation elements, which are the sole cost of the developer and not reimbursed by the City.
- 73 The Owner shall implement, at their expense and to the satisfaction of the City, all works shown on the approved streetscape plans in accordance with the Subdivision Agreement and the approved *Countryside Villages Block Plan 48-2 Community Design Guidelines* (where applicable) and will include the implementation of boulevard and buffer planting, and entry features including all structures and planting.
- 74 Following completion of park development works, the Owner shall invoice the City for the cost of all DC eligible works completed, not including the heritage components considered to be non-standard, which are the sole cost of the developer. The City will inspect the works for completion and issue payment in accordance with the approved cost estimates. Notwithstanding the date upon which works are completed, no payment shall be made to the Owner as compensation payable for the design and construction of identified works until after completion and sign off by the City and approval of the funding for such works in the City's Capital Budget.

**Building Permits**

- 75 The Owner acknowledges and agrees in the Subdivision Agreement that prior to the issuance of Building Permits, the Owner agrees to make satisfactory arrangements with the Realty Services Section of the Buildings and Property Management Department and the Finance Department with respect to the payment of Cash-In-Lieu of Parkland in accordance with the required Parkland Dedication within Condition 89.

**Signage**

- 76 Prior to registration and in conjunction with the first engineering submission, the Owner shall erect and maintain signs in accordance with the provisions of the Subdivision Agreement by and at the expense of the Owner and in the following locations and in the following manner:
- a) On Park Block (Block 82) indicating it will be developed as part of a Park containing important heritage features as well as an active park. This Block will receive regular maintenance such as the periodic removal of paper and debris, vegetation removal and grass cutting. For more information, please contact the Manager of Environmental Planning, City of Brampton, Environment and Development Engineering Division at (905) 874-2050.
  - b) A name for the park block shall be approved by the City and Street Name Committee. In this regard, the following blocks have been identified and the following names are recommended:
    - i. Park Block 82 shall be identified as “*(Information to be provided at a later date)*”.

**Utilities**

- 77 The Owner acknowledges and agrees in the Subdivision Agreement that prior to preservicing and/or execution of the Subdivision Agreement, the owner shall name his/her telecommunication provider. As part of the first engineering submission, the City will also request telecommunications providers that have entered into a Letter of Understanding or a Municipal Access Agreement with the City whether they intend to install their plant within the streets of the proposed subdivision.
- 78 The Owner acknowledges and agrees in the Subdivision Agreement to permit the telecommunication providers named by the City to locate their plants within the streets of the proposed development. The Owner, under separate arrangements or agreement with the various utility companies, is to determine the precise extent of their requirements.

- 79 The Owner acknowledges and agrees in the Subdivision Agreement that to submit in writing evidence to the Commissioner of Public Works & Engineering that satisfactory arrangements have been made with the Telecommunications provider, Cable TV, Gas and Hydro for the installation of their plant in a common trench, within the prescribed location on the road allowance.

### **Open Space**

- 80 Prior to registration, the Owner shall submit an addendum to the Community Design Guidelines (CDG), prepared by a qualified architect to the satisfaction of the Commissioner of Planning & Development Services, in accordance with City standards. The addendum shall include:
- a) Concept Plans/Facility Fit Plans for Park Block 82,
  - b) A description of the heritage building and how it will be incorporated into the overall design of the residential neighbourhood and the design of the park, and,
  - c) Updates to the existing plans within the CDG and the costs matrix, as applicable.
- 81 Prior to registration, the Owner shall submit a final Sustainability Score and Summary to the satisfaction of the Director of Environment & Development Engineering. The Sustainability Score and Summary shall comply with the latest requirements set out by the City for the development of such documents.
- 82 Prior to registration and in conjunction with the first engineering submission, the Owner agrees to install and maintain notification signage, to City standards, advising future residents of the future uses of all identified open space and stormwater management blocks. The signs will be installed on the subject block(s), along all public road frontages, and will state the name of the City of Brampton, provide a schematic of the facilities (if any) to be included on the subject block, the telephone number where additional information can be obtained and the date the sign is installed.
- 83 The Owner acknowledges and agrees in the Subdivision Agreement to provide fencing, at the Owner's expense, in accordance with the City's Fencing Policy, for incorporation into the landscape drawings' submission, to the satisfaction of the Director of Environment & Development Engineering.
- 84 Prior to registration, the Owner shall submit detailed working drawings for all identified landscape buffer blocks, streetscape plantings, walkways and fencing to the satisfaction of the applicable approving departments and in accordance with the latest City standards. Fencing shall be included along any properties where they abut the Draft Plan, subject to the approval of the existing property Owners.



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The Owner shall comply with both the Concept Plan Facility Fit Plan approved and/or the recommendations of the approved CDG.

- 85 Prior to registration, and in conjunction with the final landscape submission, the Owner shall provide street trees along all internal streets within the subject plan and along immediately abutting streets, including the implementation of boulevard and buffer plantings, and entry features (where applicable). The Owner shall comply with the recommendations of the approved CDG (as amended and as applicable).
- 86 Prior to registration, and in conjunction with the final landscape submission, the Owner shall provide a detailed summary of all areas of open space, park, 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 to become the City's responsibility to maintain.
- 87 Prior to registration, the Owner shall provide restoration-planting drawings that detail compensation plantings for tableland trees to be removed to accommodate the development. Compensation plantings shall be in accordance with the City's compensation planting standards and provided by the Owner at no cost to the City.
- 88 All identified parks shall be conveyed to the City in a form and condition satisfactory to the Director, Environment and Development Engineering.

### **Parkland Dedication**

- 89 The Owner acknowledges and agrees in the Subdivision Agreement to adhere to the Parkland Dedication requirements in accordance with the Planning Act R.S.O. 1990, c.P.13 as amended and the City's Parkland Dedication By-law, as amended. The current Concept Plan dated September 20, 2019 yields a projected Parkland Dedication requirement of 0.259 ha (0.64 ac.), based on Section 51.1 of the Planning Act. The Owner shall convey Block 82 totaling 0.283 ha (0.699 ac.) to the City, as partial fulfillment of the Parkland Dedication requirements. This results in a projected Parkland over-dedication of 0.014 ha (0.0346 ac.) which the City agrees to provide compensation for. Final calculations and final arrangements for compensation for the projected over-dedication will be detailed within the Subdivision Agreement.

### **Building**

- 90 Prior to registration, the Owner shall remove any existing buildings on the subject lands that will not conform to the requirements of the Zoning By-law after registration of the plan.
- 91 Prior to registration and the initiation of any site grading or servicing, the Owner shall submit to the City's Environment and Development Engineering Division, a

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final detailed soils investigation prepared by a qualified geotechnical engineer. A copy of the soils report shall be submitted to the City's Chief Building Official.

- 92 Prior to registration and the initiation of any site works, the Owner shall submit for approval to the City's Chief Building Official:
- i. A Phase 1 Environmental Site Assessment, in compliance with the most current regulations;
  - ii. A Phase 2 Environmental Site Assessment if required as a result of the Phase 1 Environmental Site Assessment, in compliance with the most current regulations;
  - iii. A decommissioning report if contaminated material has been identified and is removed, or alternatively, a copy of the Certificate of Property Use approved by the Ministry of Environment and Climate Change.
- 93 Prior to registration, Owner shall submit confirmation to the City's Chief Building Official of the filing of the Record of Site Condition and the Environmental Site Registry in compliance with most current regulations. A copy of the Environmental Site Assessments shall be submitted to the Director of Environment and Development Engineering.
- 94 The Owner acknowledges and agrees in the Subdivision Agreement that prior to the initiation of any site grading or servicing, to submit a report identifying all existing water wells and private sewage disposal systems on the Draft Plan lands. The Owner shall agree to provide verification to the satisfaction of the City's Chief Building Official that all wells and septic systems identified have been decommissioned in accordance with all applicable laws and regulations.
- 95 The Owner acknowledges and agrees in the Subdivision Agreement that where a building still incorporating all exposed basement is proposed, the external treatment of the exposed basement shall be consistent with exterior treatment of the balance of the structure.
- 96 The Owner acknowledges and agrees in the Subdivision Agreement that for those lots designated as fire break lots by the City's Building Division in the direction of this superstructure shall be permitted only upon the approval of the City's Chief Building Official.
- 97 Prior to the issuance of any building permit, the Owner shall submit an engineering report to the satisfaction of the City's Chief Building Official indicating special foundation requirements if any to support structures that may be erected on disturbed ground or lots/blocks where filling has occurred.

### **Municipal Addressing**

- 98 Prior to registration, the Owner shall forward the proposed plan of subdivision to be registered in digital format (Autocad) to the GIS Services in the City's Digital Innovation & Information Technology Department.

### **Toronto and Region Conservation Authority (TRCA)**

#### **Red-line Revisions**

- 99 Prior to registration, the final Plan shall be in general conformity with the draft plan prepared by KLM Planning Partners Incorporated, dated September 20, 2019, prior to a request for clearance for registration of any phase of this plan, to:
- a) Include appropriate blocks that are to be conveyed to the City of Brampton as appropriate to the satisfaction of the City of Brampton and TRCA.
  - b) Meet the requirements of TRCA's conditions, including the adjustment of block lot lines to the satisfaction of the City of Brampton and TRCA as a result of the completion of the required studies.
  - c) Should the above not be adequately addressed in the Plan, red-line revisions will be required to the satisfaction of the TRCA, to address TRCA's requirements with respect to these conditions.
- 100 Prior to registration of the Plan of Subdivision, provide an M-Plan showing the adjusted lot/block lines, additional lots/blocks and any other required revisions to the satisfaction of the City of Brampton and the TRCA.

#### **Prior to Works Commencing**

- 101 That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:
- a) A Functional Servicing Report (FSR) that describes the storm drainage system (quality and quantity) for the proposed development of the subject lands, and how it will comply with all related Master Environmental Servicing Plan (MESP), Environmental Implementation Report (EIR) and TRCA requirements. This report shall include:
    - i. 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 or major flows. Confirmation must be provided with respect to how target flows as per the hydrologic studies will be achieved during and post-development.
    - ii. Provide provisions for appropriately sized Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality, quantity, and volume of ground and surface water resources, including how they relate to terrestrial and aquatic species and their habitat, in addition to natural features and systems, in accordance

- with TRCA's current Stormwater Management Guidelines. The existing drainage patterns should be maintained, to the greatest extent possible, and the existing ecological function of all features is to be maintained, consistent with TRCA's guidelines.
- iii. 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 (dated December 2006) utilized by the TRCA. Erosion and sediment control plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included.
  - iv. Detailed plans 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 pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation.
  - v. Mapping of proposed stormwater management measures, with consideration for existing vegetation to be disturbed, grade differentials and grading required.
  - 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. The integration of Low Impact Development (LID) measures and the employment of source and conveyance controls to mimic, to the extent feasible, pre-development hydrology to the satisfaction of the TRCA.
  - viii. Preliminary plans illustrating erosion and sediment control measures including construction staging and phasing.
  - ix. A groundwater constraint assessment that will examine existing and proposed groundwater levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. Interactions between untreated surface and groundwater, shallow groundwater, and dewatering requirements must be identified, with refinements and/or revision made as necessary to the stormwater management system to mitigate against any potential impacts to the satisfaction of the TRCA. No permanent dewatering of groundwater or interflow associated with any component of this development shall be permitted. The need for liners and/or plugs associated with the stormwater management system shall be assessed, and suitable liners and/or plugs shall be provided where necessary. All underground construction and infrastructure must be designed to not require permanent dewatering, and any potential impacts to the groundwater system that may result from the development must be assessed and mitigated.
  - x. Overall site-level water balance analysis that will identify measures that will be implemented during pre and post development that:

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- i. Mimic the pre-development surface and groundwater water balance for the overall site to meet the target rates, including infiltration as per the Block Plan EIR to the satisfaction of the TRCA;
  - ii. Maintain pre-development flow regimes and hydroperiods (i.e., quality, volume, rate, duration, timing, frequency and spatial distribution of water) to significant natural features;
  - iii. Demonstrate how post-development conditions will retain a minimum of the first 5mm of rainfall over the entire site, including best efforts for infiltration measures to the satisfaction of the TRCA;
  - iv. Mitigate against any potential on-site or downstream erosion associated with the stormwater management system;
  - v. Maintain baseflow contributions at pre-development levels, duration and frequency, in all areas of affected watercourses to the satisfaction of TRCA staff; and,
  - vi. Provide detailed design of the system(s) and implementation information and measures.
- xi. An overall monitoring plan that outlines short (i.e., during construction), medium and long-term (i.e., post-construction and operational) monitoring activities and responsibilities.
- b) That the applicant obtains all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required.

### **Subdivision Agreement**

102 That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA:

- 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 control 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 Ontario Regulation 166/06 from the TRCA.
- f) To implement all water balance/infiltration measures identified in the water balance study that is to be completed for the subject property.
- g) To design a monitoring protocol and provide the requisite funding, obtain approvals, monitor and maintain the site level water balance and features

based water balance measures on this site (including LIDs) and to provide the requisite funding for the long-term monitoring of this system for a period as agreed to in the Functional Servicing Report (assumption) once the facilities are operational, to the satisfaction of the TRCA.

- h) That, where required to satisfy TRCA's conditions, development shall be phased within this Plan.
- i) 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.
- j) To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures) prior to assumption of the subdivision by the City of Brampton. And, to include appropriate clauses in all agreements of purchase and sale agreements, for lots and blocks on which stormwater management measures are being constructed to identify the presence of such measures and to clearly identify the owner's responsibilities for long-term maintenance, and any restrictions to uses on any portion of their property that these may require.

### **Sales Office Home Information Map**

103 Prior to the offering of any lots/dwellings for sale, the Homebuyers Information Map is to be approved by the City. Owner acknowledges and agrees in the Subdivision Agreement to prepare a Homebuyers Information Map of the subdivision to be provided to City Development Services staff for review and approval, and thereafter posted in a prominent location in each sales office where homes in the subdivision are being sold. The map shall contain the following information and clauses as applicable:

- a) The proposed land uses within a subdivision based on the latest draft plan;
- b) The proposed location of the heritage house;
- c) The approximate location the heritage elements within the park;
- d) Where applicable, a statement indicating that place of worship and school sites may be used for residential uses if they are not acquired for their original purpose within the time specified in the Subdivision Agreement;
- e) The immediately surrounding existing and proposed land uses;

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- f) Those lots or blocks that have existing and potential noise environmental problems based on the Noise Feasibility Study, including all relevant warning clause is on the map;
  - g) The approximate locations of noise attenuation walls and berms;
  - h) The approximate locations and types of other fencing within the subdivision;
  - i) Where parks and open space, stormwater management facilities and walkways are located;
  - j) The types and locations or parks, valley lands and other open space passive or active and a general description of their proposed facilities and anticipated level of maintenance to be confirmed in each case with the City's Environment and Development Engineering Division;
  - k) Potential locations of all Canada Post community mailboxes on corner lots except corner lots at the intersection of an arterial road;
  - l) The locations of all Brampton Transit routes throughout the subdivision; and
  - m) The proposed standard notes, using capital letters where noted below:

**“NOTICE AND ADVICE TO PURCHASERS:**

- I. THIS MAP IS INTENDED TO PROVIDE HOMEBUYERS WITH GENERAL INFORMATION ABOUT THE SUBDIVISION AND THE SURROUNDING AREA. THE FOLLOWING IS A LIST OF POTENTIAL CONCERNS THAT HOMEBUYERS MAY HAVE AND THE TELEPHONE NUMBERS AT CITY HALL IF YOU NEED MORE INFORMATION. FOR THE BEST SERVICE YOU ARE ENCOURAGED TO CALL DURING NORMAL BUSINESS HOURS WHICH ARE 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY.

**PLEASE NOTE:**

THIS MAP IS BASED ON INFORMATION AVAILABLE ON (MONTH/2020) AND MAY BE REVISED WITHOUT NOTICE TO PURCHASERS. HOWEVER, ANY CHANGE IN PERMITTED LAND-USE INVOLVES THE PLANNING PROCESS, INCLUDING PUBLIC NOTIFICATION IN ACCORDANCE WITH THE PLANNING ACT.

- ii. There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.

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- iii. Some streets in the subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - iv. There may be catch basins or utility easements located on some lots/blocks the subdivision. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - v. Some lots/blocks will be affected by noise from adjacent roads, industries or aircraft and warning clauses will apply as well to purchasers. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - vi. The map shows that some of the lots/blocks affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - vii. The final location of walkways or retaining walls may change without notice.
  - viii. Door to door mail delivery will not be provided in the subdivision and community mailboxes will be directly beside some lots/blocks. If you have any questions please call 1-800-267-1177.
  - ix. Some streets will have sidewalks on both sides of the street while other streets will have them on only one side or not at all. If you have any questions please call (905) 874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - x. The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - xi. There may be Brampton Transit bus routes within the subdivision with stops beside some homes. The City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions please call (905)874-2750 or email [transit@brampton.ca](mailto:transit@brampton.ca).
  - xii. Boulevard trees will be planted according to City requirements approximately 12 to 18 m apart and a tree will not necessarily be located in front of every home.



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- xiii. The offer of Purchase and Sale may contain itemized charges for features covered in the cities subdivision agreement. These features may include street trees driveway paving, siding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may be also described in general terms, such as “community aesthetics enhancements”. Despite paying this charge, the purchaser may be left without a tree on the lots/blocks in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- xiv. The City will not reimburse purchasers, nor assist in any recovery of monies paid, under any circumstance.
- xv. 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 City of Brampton’s Environment and Development Engineering Division at (905) 874-2050.
- xvi. The Park Block (**Block 82**) may contain active recreational facilities and will contain heritage commemoration elements. 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 City of Brampton’s Environment and Development Engineering Division at (905) 874-2050.
- xvii. The design of features on public lands may change. Features shown in the Community Design Guidelines and its associated addendum may be constructed as shown or altered, at the City’s discretion, without notification to purchasers. Builders’ sales brochures me depict these features differently from what is showing on the Community Design Guidelines or the as-built drawings. This City has no control over builder’s sales brochures.
- xviii. The City of Brampton’s Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permit a driveway width for your lot.
- XIX. FOR FURTHER INFORMATION, ON PROPOSED AN EXISTING LAND USE, PLEASE CALL (905)874–2050 OR EMAIL [PLANNING.DEVELOPMENT@BRAMPTON.CA](mailto:PLANNING.DEVELOPMENT@BRAMPTON.CA).
- XX. FOR DETAILED BERMING AND GRADING INFORMATION, PLEASE CALL THE SUBDIVIDER’S ENGINEERING CONSULTANT.

- XXI. FOR DETAILED INFORMATION PERTAINING TO STREETScape, PARKS OR OPEN SPACE, PLEASE CALL THE SUBDIVIDER'S LANDSCAPE ARCHITECTURE CONSULTANT."

### **Digital Submission of Plans**

104. Prior to registration, the Owner shall submit a digital subdivision of the current draft plan, in accordance with the City's Planning & Development Services digital submission requirements.

### **Prior to the Sale of Units**

105. The Owner acknowledges and agrees in the Subdivision Agreement that prior to the sale of any units within the subdivision, to update any and all plans, studies, and reports required to be updated in the discretion of the City, to the satisfaction of the applicable commissioner. Furthermore, the Owner shall implement all recommendations of such updated plans, studies and reports, including but not limited to gratuitously conveying additional lands and easements to the City, all to the satisfaction of the applicable Commissioner prior to the sale of any units within the subdivision.

### **Final Homebuyers Information Map**

106. Prior to registration, the Owner shall prepare a detailed final Homebuyers Information Map, based on the final plan, and approved by the City to replace the Preliminary Homebuyers Information Map in all affected sales offices. This map shall contain the following information:

- a) All of the information required on the preliminary map;
- b) The locations of all sidewalks and walkways;
- c) The locations of all rear yard catch basins and utilities easements on private property where applicable;
- d) The locations of all above ground utilities;
- e) The location of the park facilities, including the heritage commemoration elements;
- f) The location of the heritage dwelling;
- g) The locations of all bus stops if known; and,
- h) The final locations of all Canada post community mailboxes.

107. The Owner acknowledges and agrees in the Subdivision Agreement to ensure that each builder selling homes within the subdivision:

- a) Provides prospective purchasers with a notice from the City in the prescribed format that includes all of the notes required on the Homebuyers Information Map; and,

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- b) Attach a copy of the Preliminary Homebuyers Information Map to each offer of Purchase and Sale Agreement.
108. The Owner shall include the following warnings in bold type in all offers of Purchase and Sale for all lots/blocks within the plan:
- c) There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.
  - d) Some streets in the subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - e) There may be catch basins or utility easements located on some lots in the subdivision. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - f) Some lots/blocks will be affected by noise from adjacent roads, industries or aircraft and warning clauses will apply as well to purchasers. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - g) Some lots/blocks will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - h) The final location of walkways or retaining walls may change without notice.
  - i) Door to door mail delivery will not be provided in the subdivision and community mailboxes will be directly beside some lots/blocks. If you have any questions please call 1-800-267-1177.
  - j) Some streets will have sidewalks on both sides while others will have them on only one side or not at all. If you have any questions please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - k) The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905)874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
  - l) There may be Brampton Transit bus routes within the subdivision with stops beside some homes. The City reserves the right to introduce transit services

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and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions please call (905)874-2750 or email [transit@brampton.ca](mailto:transit@brampton.ca).

- m) Boulevard trees will be planted according to City requirements approximately 12 to 18 m apart and a tree will not necessarily be located in front of every home.
- n) The offer of Purchase and Sale may contain itemized charges for features covered in the cities subdivision agreement. These features may include street trees driveway paving, siding, fencing, noise barriers, or gateway features, etc., on the public right of way. They may be also described in general terms, such as “community aesthetics enhancements”. Despite paying this charge, the purchaser may be left without a tree on the lot/block in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905)874–2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).
- o) The City will not reimburse purchasers, nor assist in any recovery of monies paid, under any circumstance.
- p) That the subdivision is not currently serviced by required infrastructure (water, septic, roads), and the construction of homes cannot commence until the completion of such infrastructure. The date of construction of the infrastructure, and thus the homes in the subdivision, is unknown at this time. The City will not be responsible for any costs incurred by purchasers related to the timing of construction of the required infrastructure and/or of the homes in the subdivision.
- q) The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, at the City’s discretion, without notification to purchasers. Builders’ sales brochures may depict these features differently from what is showing on the community design guidelines or the as-built drawings. This City has no control over builder’s sales brochures.
- r) The City of Brampton’s Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permit a driveway width for your lot.
- s) The Owner/developer 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 City of Brampton’s Environment and Development Engineering Division at (905) 874-2050.

- t) The Park Block (Block 82) may contain active recreational facilities and will contain heritage commemoration elements. 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 City of Brampton's Environment and Development Engineering Division at (905) 874-2050.

### **Dufferin-Peel Catholic District School Board**

109. Prior to registration, the Owner shall undertake the following to the satisfaction of the Dufferin-Peel Catholic District School Board:

- a) The Owner shall agree in the subdivision agreement to erect and maintain information signs at all major entrances to the proposed development advising of the following:

"Notice: Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available."

These signs shall be to the Dufferin-Peel Catholic District School Board's specifications, at locations determined by the Board and erected prior to registration.

- b) The Owner shall include the following warning clauses in all offers of Purchase and Sale of residential lots:

- i). "Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school."
- ii). "That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board."

### **Peel District School Board**

110. Prior to registration, the Owner shall undertake the following to the satisfaction of the Peel District School Board:

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- a) The Owner shall agree to erect and maintain signs at the entrances to the development which shall advise prospective purchasers that due to present school facilities, some of the children from the development may have to be accommodated in temporary facilities or bused to schools, according to the Board's Transportation Policy.
- b) The Board requires that the following clauses be placed into any agreements of sale and purchase entered into with regard to any units in this plan to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the Plan:
- i). "Whereas despite the best efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine the exact schools."
- ii). "The purchaser agrees that for the purposes of transportation to school, the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Board."

### **Canada Post**

111. Prior to registration, the Owner shall undertake the following to the satisfaction of Canada Post:
- a) Make satisfactory arrangements with Canada Post and the Director of Environment and Development Engineering, for the provision of suitable sites for the installation of Canada Post Community Mailboxes, which are not in conflict with any other utility (including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements and bus pads), and shall indicate these locations on the appropriate servicing plans, including the granting of any easements as deemed applicable that may be required in order to locate the Canada Post Community Mailboxes with a safe setback from the travelled portion of roadways.
- b) Prior to offering any of the residential units for sale, the Owner agrees 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

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Community Mailbox site locations, as approved by Canada Post and the City of Brampton.

- c) Provide the following for each Community Mailbox site, as per Canada Post and City of Brampton standards:
  - i) an appropriately sized sidewalk section (concrete pad), per municipal standards, to place the Community Mailbox on;
  - ii) any required walkway across the boulevard, as per municipal standards; and
  - iii) any required curb depressions for wheelchair access.
- c) Determine, provide and maintain a suitable and safe temporary Community Mailbox location(s) to Canada Post's satisfaction. This temporary site will be utilized by Canada Post until the above mentioned criteria is completed at the permanent Community Mailbox site locations. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
- d) Include in all offers of Purchase and Sale a statement advising the prospective new home purchasers that mail delivery will be from a designated community mail box, include exact locations of each of these community mailbox locations, and advise any affected homeowners of any established easements granted to Canada Post.

### **Enbridge Gas Distribution**

112. Prior to registration, the Owner shall undertake the following to the satisfaction of Enbridge Gas Distribution:
- a) The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea20@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
  - b) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
  - c) Easement(s) are required to service this development and any future

adjacent developments. The Owner will provide all easement(s) to Enbridge Gas Distribution at no cost.

- d) In the event a pressure reducing regulator station is required, the Owner is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea20@enbridge.com.
- e) The Owner will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

### **Rogers Telecommunications**

113. Prior to registration, the Owner shall undertake the following to the satisfaction of Rogers Communications:
- a) At its own cost, grant all necessary easements and maintenance agreements required by those CRTC-licensed telephone companies and broadcasting distribution companies intending to serve the Subdivision (collectively the "Communications Service Providers").
  - b) In consultation with the applicable utilities and Communications Service Providers, prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.

### **Bell Canada**

114. Prior to registration, the Owner shall undertake the following to the satisfaction of Bell Canada:
- a) The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication / telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
  - b) That Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are located to the street line.



- c) Prior to commencing any work, the Owner shall confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Owner shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.

### **Alectra Utilities**

115. The following conditions shall be included in the Subdivision Agreement to the satisfaction of Alectra Utilities:

- a) The Owner acknowledges that easement requirements will be required, and that this will be confirmed as part of final design and approvals associated with the subdivision and road widening requirements.
- b) The Owner agrees to obtain written approval from Alectra Utilities indicating acceptance of meter locations prior to their installation. Any relocations required will be at the Owner's expense.
- c) Electric service for this site will originate from the adjacent lands and as such, is dependent on the construction of these developments.
- d) Owner will be responsible for the costs associated with all distribution, feeder, and switchgear installations as a requirement for the servicing of this site.
- e) Alectra Utilities requires a 5m x 7m switchgear easements to service this project. The exact location and number will be determined as part of the design process.
- f) Easement requirements along Mayfield Road, in conjunction with future road widening, may be required. This will be confirmed during final design of the road widening and subdivision.

### **Hydro/Telecommunications**

116. Prior to registration, the Owner must submit in writing, evidence to the Commissioner of Planning & Development Services that satisfactory arrangements have been made with the telecommunications and hydro providers for the installation of their plants in the common trench, within the prescribed location in the road allowances.

### **Region of Peel**

#### **Development Charges**

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117. Prior to execution of the Subdivision Agreement by the Region, the Developer shall:
- a) Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Developer's knowledge at the time of the submission and to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan; and
  - b) Pay to the Region the appropriate hard service residential development charges (water, wastewater and road service components), pursuant to the Region's Development Charges By-law, as amended from time to time, calculated based on the information provided in the Residential Development Charges Payment Form.
118. Provision shall be made in the Subdivision Agreement with respect to:
- a) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
  - b) Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks);

Pursuant to the Region's Development Charges By-law, as amended from time to time.

#### Water Meter Fees

119. In respect of the water meter fees:
- a) Prior to registration of the plan of subdivision, the Developer shall pay to the Region the appropriate water meter fees, in accordance with the Region's Fees By-law, as amended from time to time for residential building lots (singles, semi-detached and freehold townhomes) to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan for the Lands;
  - b) A clause shall be included in the Subdivision Agreement that water meter fees for future residential development (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable to the Region prior to issuance of building permits, in accordance with the Region's Fees By-law, as amended from time to time; and
  - c) A clause shall be included in the Subdivision Agreement that in the event of an underpayment of water meter fees, the Developer shall be responsible for payment thereof forthwith upon request.

#### Drawings – Servicing and “As Constructed”

120. Prior to servicing, the Developer's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.

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121. Within (60) days of preliminary acceptance of the underground services, the Developer's engineer shall submit "As Constructed" drawings in digital format, pursuant to the latest Region's Digital Format Guidelines. The Developer's engineer shall also provide ties to all main line valves, ties to individual water service boxes, linear ties to sanitary sewer services and GPS coordinates of all watermain and sanitary sewer appurtenances in accordance with the latest requirements of the Region "Development Procedure Manual".

A clause shall be included in the Subdivision Agreement in respect of same.

#### General Conditions

122. Provision shall be made in the Subdivision Agreement with respect to construction of oversized 450mm sanitary sewer which is the financial responsibility of the Region as per Development Charges By-law. The oversized sanitary sewer works outside of the plan are included in the Region's Five Year Capital Budget.
123. A clause shall be included in the Subdivision Agreement stating that the Developer acknowledges and agrees that landscaping, signs, fences, gateway features, and any other encroachments shall not be permitted within the Region's easements and right-of-way.
124. A clause shall be included in the Subdivision Agreement that a restriction on transfer or charge for all lots and blocks within the plan of subdivision, save and except those to be conveyed to the City and the Region, shall be registered on title to said lots and blocks prohibiting any transfer or charge of said lots and blocks without the consent of the Region until all external sanitary sewers and watermains to service this plan have been completed to the Region's satisfaction. The Developer shall be responsible for all costs in respect of said restriction on title.
125. Prior to registration of the subdivision, the Developer shall execute a Subdivision Agreement with the local municipality and Region for the construction of municipal sanitary sewer, water, and regional roads associated with the lands. The Developer shall construct and design these services in accordance with the latest Region standards and requirements.
126. Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval:
- a) A satisfactory Functional Servicing Report showing the proposed sanitary sewer and water servicing plans for the development;
127. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.

128. Prior to registration of the plan of subdivision, the Developer shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Developer. The cost shall be based on a "per kilometre" basis for combined watermains and sanitary sewers installed pursuant to the Region's latest User Fees By-law.

129. Prior to registration of the plan of subdivision, the Developer shall ensure that:  
a) All lots and blocks must be serviced via an internal road network;

A clause shall be included in the Subdivision Agreement in respect of same.

130. Prior to servicing the Region may require the Developer to construct a sampling hydrant (at the Developers cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.

131. The Developer agrees that the Region shall hold back a portion of the Letter of Credit to cover the costs of services completed by the Region on a time and material basis pursuant to the current Region's User Fee By-Law.

A clause shall be included in the Subdivision Agreement in respect of same.

132. The Developer will maintain adequate chlorine residuals in the watermains within the plan from the time the watermains are connected to the municipal system until such time as the Region issues Final Acceptance. To maintain adequate chlorine residuals, the Developer shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Developer pursuant to the current Region's User Fee By-Law.

A clause shall be included in the Subdivision Agreement in respect of same.

a) In respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;

b) Until the issuance of Final Acceptance, a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents

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until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.

- c) The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
  - i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
    - a) Bacteriological Analysis - Total coliform and E-coli counts
    - b) Chemical Analysis - Nitrate Test
    - c) Water level measurement below existing grade
  - d) In the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
  - e) Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.

Clauses shall be included in the Subdivision Agreement in respect of same.

133. The Developer shall agree that neither the Developer nor any Builder will apply for building permits for any lots or blocks within the plan of subdivision until the Region's Public Works Department has issued Preliminary Acceptance and provided notice to the local municipality stating that internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing that the internal and external sanitary sewers and watermains, including fire protection, have been constructed, inspected and shall function in accordance with the detailed design as approved by the Region.

A clause shall be included in the Subdivision Agreement in respect of same.

134. Provision shall be made in the Subdivision Agreement that the Developer shall grant/obtain ( at no cost to the Region) all necessary easements for proposed /existing Regional infrastructures located in the vicinity of the proposed development, as this may be required by the Region to service proposed development and/or external lands.
135. Prior to registration of the plan of subdivision, the Developer shall submit draft reference plan(s) for the Region's review and approval prior to such plans being deposited. All costs associated with preparation and depositing of the plans and transfer of lands shall be at the sole expense of the Developer.
136. The Developer agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:
  - a) A copy of the final signed M-Plan
  - b) A copy of the final draft R-Plan(s); and
  - c) The documents required pursuant to Schedule B of the Subdivision Agreement and all associated documents.

A clause shall be included in the Subdivision Agreement in respect of same.

#### Waste Management

137. Prior to Registration of the Subdivision, the Region will require a satisfactory Waste Collection Plan demonstrating all the collection requirements outlined in the most current version of the Region's Waste Collection Design Standards Manual

#### **Administrative – Clearance of Conditions**

Prior to the signing of the final plan by the Commissioner of Planning & Development Services, or his designate, they shall be advised that the above noted conditions have been carried out to the satisfaction of the appropriate agencies and the City.

#### NOTE 1:

In accordance with City Council resolution C003-97, draft approval granted under Section 51 of the *Planning Act*, R.S.O., 1990, c.P.13 is valid until draft approval is either withdrawn, or the plan is registered. The conditions of draft approval will, however, be reviewed initially 3 years after draft approval is granted and subsequently every 2 years to determine if the conditions are appropriate or whether draft approval should be withdrawn.

#### NOTE 2:

In order to expedite the clearance of conditions, we suggest that a copy of the signed Subdivision Agreement be forwarded to the following agencies upon execution:

Mr. Chris Fearon  
Delivery Planning  
Canada Post Corporation  
5210 Bradco Blvd, Suite 200  
Mississauga, Ontario L4W 1G7

Ms. Stephanie Cox  
The Dufferin-Peel Catholic District School Board  
40 Matheson Boulevard West  
Mississauga, Ontario L5R 1C5

Ms. Bianca Bielski  
Manager of Planning  
Peel District School Board  
5650 Hurontario Street  
Mississauga, Ontario L5R 1C6

Ms. Nikki DeGroot  
Enbridge Gas Distribution Inc.  
500 Consumers Road  
North York, Ontario M2J 1P8

Mr. Henry Gamboa  
Alectra Utilities  
175 Sandalwood Parkway West  
Brampton, Ontario L7A 1E8

Ms. Meghan Palynchuk  
Bell Canada  
Floor 5, 100 Borough Drive  
Scarborough, Ontario M1P 4W2

Mr. Andrew Leung  
Rogers Cable Communications Inc.  
3573 Wolfedale Road  
Mississauga, Ontario L5C 3T6

Mr. John Hardcastle  
Region of Peel  
10 Peel Centre Drive  
Brampton, Ontario L6T 4B9

Dorothy DiBerto  
Credit Velley Conservation  
1255 Old Derry Road

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Mississauga Ontario L5N 6R4

NOTE 4:

The costs of any relocations or revisions to Alectra Utilities facilities which are necessary to accommodate this subdivision will be borne by the Owner, and further any easement rights of Alectra Utilities are to be respected. The Owner should contact the local Alectra Utilities Area office to verify if any low voltage distribution lines may be affected by the proposal.

NOTE 5:

It is recommended that the Owner or their consultant contact the Credit Valley Conservation to clarify specific requirements prior to preparation of detailed engineering reports.



January 19, 2023

GSAI File: 542-003B/542-003C

**City of Brampton**  
**2 Wellington Street West**  
**Brampton, ON**  
**L6Y 4R2**

**Attention:** Mayor and Members of Council

**RE: City-Initiated Amendment to the Zoning By-law**  
**Report No. Planning, Bldg & Growth Mgt-2024-064**  
**Interior Garage Space Zoning Standard**

Glen Schnarr & Associates Inc. (GSAI) are the Planning Consultants for Block 47-1 Landowner Group Inc., and Block 47-2 Landowner Group Inc. (collectively the 'Landowner Group'). On behalf of the Landowner Group, we are pleased to provide this Comment Letter in relation to the 'City-Initiated Amendment to the Zoning By-law' which was presented to the Planning and Development Committee on November 20, 2023.

For context to this Comment Letter, through its Procedural Order, dated October 20, 2020, the Local Planning Appeal Tribunal (now the Ontario Land Tribunal) approved a settlement for the Block Plans for Area 47-1 and 47-2 as well as a corresponding Official Plan Amendment to the Highway 427 Industrial Secondary Plan (SPA47). Following the OLT's approval of the Official Plan Amendment, GSAI has been actively working with landowners on advancing site-specific Rezoning and Draft Plan of Subdivision applications to facilitate the complete community as planned and envisioned through the comprehensive Block Planning process. The submission and review of site-specific Draft Plan of Subdivision and Zoning By-law applications were an important milestone that followed an extensive planning review process that involved the City of Brampton, the Region of Peel, Toronto and Region Conservation Authority and other commenting agencies.

We understand City staff are advancing a City-Initiated Amendment to the Zoning By-law to assist with the interpretation and application of the Zoning By-law and help reduce the number of minor variance applications. Included in the proposed amendments is an amendment to Section 10.5 (c) of the Zoning By-law to increase the minimum interior length and width of residential garages, more specifically, we understand City staff are proposing to increase the minimum interior space of a garage from the current standard of 2.7m by 5.4m to 3.3m by 7m, on the basis that the *"increased garage size will accommodate a functional parking space and storage for waste bins while also enhancing residential streetscape"*.

On behalf of the Landowner Group, we offer the following comments and observations dealing with the 'City-Initiated Amendment to the Zoning By-law' dealing with interior garage space:

- Through the review of Rezoning and Draft Plan of Subdivision applications in Area 47-1 and 47-2, City staff have accepted a minimum garage standard of 3.1m by 6m for a single car garage (see attached demonstration plan). This dimension was deemed to be a "functional" garage standard and formed the basis of a minimum standard that would be applied to Area 47. This standard has been adopted by City Council through its approval of By-laws 219-2023 and 218-2023. The proposed 3.3m by 7.0m minimum requirement is excessive and inconsistent with what was accepted and approved in Area 47.

We recognize a minimum garage dimension of 2.7m by 5.4m may be challenging; however, City staff have satisfied themselves that a functional garage can be accommodated by way of 3.1m by 6.0m. We appreciate *Planning Act* applications are reviewed on their own merits and that consistency is required on how minimum garage templates are applied throughout the City; however, the proposed minimum standards in the City's housekeeping Zoning By-law are in excess of what has been discussed with the development industry on *Planning Act* applications.

- The City's presentation states the proposed increase in the garage dimension to accommodate storage for waste bins. It is important to note that the Region of Peel's 'Waste Collection Design Standard Manual' (2020) states that garbage storage can be provided in the garage, backyard, or side yard for storage carts, with direct access to the collection point location. Increasing the garage length to 7m predetermines that an applicant must provide waste storage within a garage whereas the Region's standards allow for flexibility in where waste storage can be accommodated. It is our opinion that excessively requiring a 'minimum' standard for interior garage space does not negate or resolve occupant's action to ensure garage bins are put out on street on the garbage pick-up date and relocated back into the garage afterwards – this seems to be enforcement issue that does not necessarily get resolved simply by making the minimum interior garage space significantly larger than what is really needed.
- The City of Brampton's Development Design Guidelines state that "*garage widths shall be a balance within the proportions of the house and lot width they serve. To avert negative impacts on the streetscape, large garages on narrow lots are to be avoided.*" It is our opinion that the proposed 3.3m by 7.0m minimum requirement could result in disproportionate streetscape design for residential units whereby the streetscape is dominated by the garage width. The proposed amendments could create challenges with facilitating compact built forms and affordable housing since livable space will be taken up by larger garages to accommodate convenient storage and movement of garbage bins.

The current staff proposal to increase the interior garage space from the current minimum of 2.7m by 5.4m (14.58m<sup>2</sup> or 157sf) to 3.3m by 7.0m (23.1 m<sup>2</sup> or 248.6 sf) is almost 60% increase in the minimum interior garage space requirement. This would result in the removal of 8.52m<sup>2</sup> (91.7 sf) of living space on every unit. **This is basically equivalent to a loss of a bedroom on each unit.**

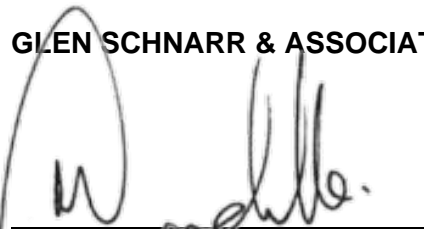
On behalf of the Landowner Group, we recommend that the existing provision, Section 10.5 (c) *“the interior space of a garage shall have a rectangular area not less than 2.7 metres by 5.4 metres with no more than one step encroachment”* be revised to reflect **3.1 metres by 6.0 metres**, which has been demonstrated by the proponents, accepted by City staff and approved by City Council in the Block 47 areas. This would ensure that these amendments do not create unintended consequences of compromising appropriate streetscapes that is not dominated by the garage width and not impacting the delivery of affordable housing.

We also respectfully ask that the City apply appropriate grand-fathering to those planning applications in process that the current Zoning By-law standards apply and that the increase in the minimum garage standard greater than what is currently in the Zoning By-law be assessed and required on a site by site case and circumstances.

Thank you for the opportunity to provide these comments. We respectfully request that our comments be considered by City Staff in formulating any final recommendations to City Council on this matter. We would be happy to meet with City Staff and discuss our comments.

Respectfully submitted,

**GLEN SCHNARR & ASSOCIATES INC.**



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Mark Condello, MCIP, RPP  
Associate

Cc C. Chung, Glen Schnarr & Associates Inc.  
D. Horgan, Candevcon Limited  
Block 47-1 Landowner Group Inc.  
Block 47-2 Landowner Group Inc.  
S. Sandhu, City of Brampton