

**SCHEDULE "A"
CONDITIONS OF DRAFT APPROVAL****DRAFT APPROVAL****DATE:** (Day After Last Day for Filing an Appeal if No Appeal has been Filed)**APPLICANT:** Senwood Development Inc. – Candevcon Limited.**SUBJECT:** **DRAFT PLAN OF SUBDIVISION**
21T-21015B
City of Brampton
OZS-2021-0038
Planner: Samantha Dela Pena

In accordance with By-law 10-97 the Council 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 shall conform to the draft plan prepared by Candevcon Limited dated July 21st, 2021.

Subdivision Agreement

2. Prior to registration, the owner shall 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 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.
- 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 and/or attached to 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.

Fees

3. 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

4. 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

5. Prior to registration of the Plan, the owner shall gratuitously convey and/or dedicate any required road or highway widening, 0.3 m (1 ft.) reserves, 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.
6. All lands which are to be conveyed to the City shall be free and clear of any and all encumbrances, unless otherwise approved by the City.

External Easements and Land Dedications

7. Prior to registration, the owner shall 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.
8. All lands which are to be conveyed to the City shall be free and clear of any and all encumbrances, unless otherwise approved by the City.

9. Where the City has required as a condition of registration that the owner 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 reconvey 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 reconveyance, including but not limited to registration fees and the cost of preparing and filing a reference plan.

Parkland Dedication

10. 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), the City's Parkland Dedication By-law, as amended and Parks Planning Comments and Conditions Memo.
11. Prior to registration, parkland dedication requirements for the subject application shall be finalized. In this regard, arrangements shall be made to the satisfaction of the Commissioner, Planning, Building and Growth Management and in accordance with the terms of the City's Parkland Dedication By-law, applicable at the time of plan registration

Studies

12. Prior to registration, the owner shall provide all outstanding reports, plans or studies required by the appropriate Municipality, agency or public authority and the approved recommendations shall be incorporated into the plans, agreements or otherwise implemented to the satisfaction of the City in consultation with the applicable agency and/or public authority.

Staging

13. 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.
14. 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

15. 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

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

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Cost-share Agreement

17. Prior to registration the owner shall sign the Landowners Cost Share Agreement (or other named agreement), and provide the City 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.

School Boards

18. Prior to final approval, the City of Brampton shall be advised by the School Board(s) that satisfactory arrangements regarding the adequate provision and distribution of educational facilities have been made between the owner and the School Boards for this Plan.

Dufferin-Peel Catholic District School Board

19. That prior to the final approval of the plan, the applicant shall make arrangements satisfactory to the Dufferin-Peel Catholic District School Board for:
 - a. The acquisition or reservation for future acquisition of Block 23 designated in the plan for catholic elementary school purposes.
 - b. The clearing, grubbing, engineered filing, where required, and grading of Block 23 be carried out to the satisfaction of the Dufferin-Peel Catholic District School Board. This includes the removal of any and all buildings and structures, tanks and utility structures.
 - c. A clause and securities be included in the Servicing and/or Subdivision agreement which prohibits the stockpiling of any soils or material on Block 28 and guarantees the existing stockpiled material be removed.
 - d. That the designation of Block 23 as an elementary catholic school site, which shall be subject to the completion of soils reports, of which the findings will be addressed by the applicant to the satisfaction of the Dufferin-Peel Catholic District School Board.
 - e. That prior to registration of the plan, that farm fencing be erected around the perimeter of Block 23 to the satisfaction of the Dufferin-Peel Catholic District School Board.
 - f. A clause to be included in the Servicing and/or Subdivision agreement stating that community mailboxes, temporary or permanent, will not be located on any boulevards adjacent to proposed school Block 23.
 - g. A clause to be included in the Servicing and/or Subdivision agreement indemnifying the school board of any and all requirements to install and maintain

five (5) years from the date of registration of the Plan:

"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."

"Whereas, despite the efforts of the Peel District School Board, please be advised that noise, dust and truck traffic are normal circumstances during the construction of a school, and once constructed, the school will have normal operating conditions for a school such as noise, exterior lighting, portable classrooms (including installation and removal), and increased traffic on surrounding streets during peak A.M. and P.M. hours and during special events."

"The purchaser agrees that for the purposes of transportation to school the residents of the development shall agree that children will meet the school bus on roads presently in existence or at another designated place convenient to the Board. Bus stop locations will be assessed and selected by the Student Transportation of Peel Region's Bus Stop Assessment (STOPR012) procedure and process"

23. Any amendment or adjustment to the subdivision that would result in an increase of proposed residential units should address to the satisfaction of the Peel District School Board the adequacy of school capacity to support the increase in proposed residential units beyond Block #22.
24. The applicant is required to arrange a site inspection in order to assess the suitability for the construction of an elementary school on Block #22.
25. The applicant is required to provide site development plans for the school site area indicating the location of the required facilities. The Board requires 3.24 ha (8 acres) for an elementary school site. The proposed school site is designated in the Growth Management Staging and Sequencing Strategy for Block Plans 47-1 and 47-2.
26. Prior to registration of the plan, the City of Brampton requires that satisfactory arrangements shall have been made with the Peel District School Board for the acquisition, or reservation for future acquisition, of School Block #22 designated in the plan for public school purposes.
27. The developer shall agree to install fencing to municipal standards.
28. The developer shall agree to post and maintain "No Dumping" signs along the perimeter fence as required by the Peel District School Board.
29. A clause and securities be included in the servicing agreement which prohibits the

stockpiling of any soils or material on School Block #22.

30. In order to ensure that sanitary, storm, and utility easements (hydro, gas, water, etc.) do not interfere with approved site plans, it is requested that such easements be approved by the Peel District School Board prior to their establishment on the proposed school site.
31. The developer shall agree to confirm in writing to the Peel District School Board that capacity for a new school with regards to natural gas and hydro is adequate.
32. The applicant will ensure that Community mailboxes are not located along the frontage of School Block #22.
33. The developer shall agree that during construction of the surrounding development they will provide any traffic control as required by the municipality at no cost to the Peel District School Board.
34. Prior to final approval, the City of Brampton shall be advised by the School Board(s) that satisfactory arrangements regarding the provision and distribution of educational facilities have been made between the developer/applicant and the School Board(s) for this plan.

Canada Post

Prior to the registration of the subdivision, the owner shall:

35. Consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
36. Confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
37. Install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
38. Agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
39. Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
40. Prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of

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

41. Include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
42. Be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.

Enbridge Gas Distribution

Prior to the registration of the subdivision, the owner shall:

43. 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.
44. Agree that 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 applicant.
45. Agree that any easement(s) that are required to service this development and any future adjacent developments will be provided to Enbridge Gas Distribution at no cost.
46. That the Owner shall ensure to 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

Prior to registration of the subdivision, the owner shall:

47. 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"). Immediately following registration of the Plan of Subdivision, the owner will cause these documents to be registered on title.
48. With 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

Prior to the registration of the subdivision, the owner shall:

49. Agree in the subdivision agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the owner/owner shall be responsible for the relocation of such facilities or easements.
50. The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.
51. Shall agree in the agreement, in words satisfactory to Bell Canada, 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.

Alectra Utilities

Prior to the registration of the subdivision, the owner shall:

52. Grant all necessary aerial or underground easements, as may be required. These will be confirmed during the final design of the road and subdivision.
53. Observe all aerial and underground clearances, as may be required.
54. Be responsible for the costs of the relocation of existing plant to accommodate the new road(s).
55. Alectra Utilities supplies one point of connection per legally severed lot. The designer will need to design this and any future additions from a single distribution point. The maximum transformation capacity supplied by Alectra Utilities Brampton is 3,000 kVA.
56. The owner/developer shall enter to a servicing agreement (offer-to-connect) and will be responsible for the cost sharing as detailed in the offer-to-connect.
57. The owner/developer shall be responsible for the costs associated with the hydro plant expansion to supply the development.
58. Contact Alectra Utilities (Brampton Hydro) Subdivisions Department for the availability of adjacent plant capable of servicing this site and to discuss the electrical service installation requirements and schedule.
59. The owner/developer or their representative is strongly advised to consult Alectra Utilities' (Brampton Hydro's) Conditions of Service, as they must adhere to all the conditions. This can be found on our web site at www.bramptonhydro.com.

Hydro/Telecommunications

60. Prior to the release of the plan for registration, the owner must submit in writing, evidence to the Commissioner, Planning, Building and Growth Management 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

61. The following requirements/conditions will be required to be satisfactorily addressed as they relate to the Region's Conditions of Draft Plan Approval.

Development Charges

62. 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.
63. 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 (nonfreehold townhouses or apartment blocks); pursuant to the Region's Development Charges By-law, as amended from time to time.

Water Meter Fees

64. 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. 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;
- 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 & Easements

65. 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 The Gore Road (Regional Road #8) as below:
 - i. Mid-block right-of-way requirement is 45 metres, 22.50 metres measured along the centreline of The Gore Road;
 - ii. 245 metres within a municipal intersection, right-of-way requirement is 50.5 metres, 25.25 metres measured from centreline of The Gore Road;
 - iii. 15 metres x 15 metre daylight triangle at the intersection of The Gore Road and Street 1;
 - iv. 0.3 metre reserve along the frontage of The Gore Road and behind the daylight triangles.
- b. 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.

66. Clauses shall be included in the Subdivision Agreement in respect of:

- a. No lots or blocks shall have direct access to The Gore Road.
- b. The Developer shall remove any existing driveway/accesses along the frontage of The Gore Road that do not conform to the approved plans at its sole cost.

- c. The Developer shall provide an engineering design for: interim scenario (before the Region widens The Gore Road beyond 4 lanes of traffic) and ultimate scenario (after The Gore Road is widened to 6 lanes cross section).

Traffic Impact Study

67. Prior to registration of the Plan, a Traffic Impact Study, acceptable to the Region is required, detailing the impact on the Regional road network and identifying any mitigation measures. Clauses shall be included in the Subdivision Agreement in respect of same.
68. Engineering requirements for the intersections with Regional roads shall be determined after the Traffic Impact Study has been completed and filed, to the satisfaction of the Region.

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

69. Any road access/improvement works as identified in the Traffic Impact Study, including design and construction costs, shall be 100% the Developers responsibility. Clauses shall be included in the Subdivision Agreement in respect of same.

Road Occupancy Permit

70. Prior to any grading, servicing and construction, the Developer shall obtain from the Region's Public Works Department a road occupancy/construction access permit for all works within the Region's road right-of-way and obtains such permit at least 48 hours prior to the commencement of work. Additional documentation, fees and securities will be required with respect to the works for which the permit was obtained. All costs associated with the road works within the Region's right-of-way shall be borne entirely by the Developer. A clause shall be included in the Subdivision Agreement in respect of same.
71. 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. All costs associated with the construction access works to facilitate the development shall be 100% borne by the Developer. A Letter of Credit for 100% of the estimated cost of construction access works will be required by the Region prior to any approvals.
72. The Developer shall acknowledge and agree that prior to the registration of the plan of subdivision, or any phase thereof:
 - a. The Developer shall provide to the Region's Public Works Department a Letter of Credit in the amount of \$475,000.00 (HST included) (50% of a four (4) way Permanent Traffic Signals) for future traffic control signals at the intersection of Street 1 and The Gore Road. All actual costs associated with the traffic control signals at the Regional road intersections shall be borne by the Developer.

- b. The Developer shall provide to the Region, Public Works Department, a certified cheque in the amount of \$76,439.46 (HST included) for maintenance of future traffic control signals at the intersection of Street 1 and The Gore Road.
- c. The Developer shall provide to the Region's Public Works Department a Letter of Credit in the amount of \$10,000.00 for pavement markings at each Regional Road intersection 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.
- d. The Developer shall be 100% financially responsible for bearing the costs for the boulevard works related to the Plan of subdivision and within the Region's right of way limits adjacent to the Plan of subdivision.

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

73. The Developer shall acknowledge and agree that:

- a. Landscaping, signs, fences, gateway features, and any other encroachments will not be permitted within the Region's easements and right-of-way limits.
- b. The Region will not permit any alteration to grading within The Gore Road and right-of-way along the frontage of the Lands.
- c. Noise walls adjacent to Regional roads shall be installed at the property line and be to the City of Brampton's Noise Wall specifications with steel posts. Region's requirements to be referenced in the noise abatement report and on all applicable drawings.
- d. 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. Under no circumstance shall the flow of storm water from the Plan be diverted to or along The Gore Road's right of way (by pipe or channel); All costs associated with the storm sewer conveyance shall be 100% the responsibility of the Developer.

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

74. 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 the Plan have been completed to the Region's satisfaction. The Developer shall be responsible for all costs in respect of said restriction on title. A clause shall be included in

the Subdivision Agreement in respect of same.

75. The Developer shall acknowledge and agree that servicing of the subdivision will require:

- a. Construction of a 600mm dia. watermain on Clarkway Drive which is the financial responsibility of the Region as per Development Charges By-Law. 600mm dia. watermain is included in the Region's Five-Year Capital Budget and Forecast;
- b. Construction of external/internal 375mm/450mm dia. sanitary sewers from The Gore Road via an easement and on internal streets. The works are the financial responsibility of the Region as per Development Charges By-Law. 375/450mm dia. sanitary sewers are included in the Region's Five-Year Capital Budget and Forecast;
- c. Due to the existing elevations of the pipelines north of the Plan, flatter sanitary sewer slopes of 0.25% are required downstream of the pipeline crossings in order to discharge the sewer flows into the existing sanitary trunk sewer on The Gore Road. The Developer shall acknowledge and agree that any required increases in the sewer diameters to accommodate the flatter slopes will be at the Developers' sole cost (i.e. beyond the extent of the Approved Region's Development Charges Capital Budget infrastructure);
- d. The Developer shall make appropriate financial arrangement with the Region prior to construction of such works. The construction will be subject to the Region's determination that it has or will have sufficient funds to finance the works.

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

76. The Developer shall acknowledge and agree that financing and construction of all temporary/permanent infrastructures not covered by the Current Development Charges By-law (watermains, sanitary sewers) shall be 100% financial responsibility of the Developer. A clause shall be included in the Subdivision Agreement in respect of same.

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

78. 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.

79. 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.

80. Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval:
- a. A Functional Servicing Report (FSR) showing proposed watermain, sanitary and storm sewer servicing plan for the development and provision for the external lands;
 - 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 The Gore Road. 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. Under no circumstance shall the flow of storm water from the Blocks be diverted to or along The Gore Road's right of way (by pipe or channel); All costs associated with the storm sewer conveyance shall be 100% the responsibility of the Developer; and,
 - c. A noise abatement report is required for lots adjacent to The Gore Road.

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

81. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.
82. Prior to registration of the Plan of subdivision, the Developer shall ensure that all lots and blocks are serviced via an internal road network.

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

83. Prior to servicing of the subdivision, the Region may require the Developer to construct a sampling station (at the Developer's sole cost) within the proposed Plan. Location and the requirement for sampling station will be determined at the engineering review stage.
84. 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.

85. 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 that the Region assumes the ownership of the subdivision infrastructure. 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. The costs associated with the monitoring and flushing including the cost of water flushed 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.

86. Provision will be required in the Subdivision Agreement for the following clauses 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;

- a. 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.
- b. 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
 - ii. 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.
 - iii. 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.

87. 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 The Gore Road intersection works, 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.
88. The Developer shall acknowledge the Region's commitment to the provision of safe drinking water and awareness of the Region's Drinking Water Quality Management System (QMS). The Region's QMS policy declares commitment to supplying safe and clean drinking water that meets all applicable legislative and regulatory requirements, to the consumer and the maintenance and continual improvement of the QMS. A clause shall be included in the Subdivision Agreement in respect of same.
89. The Developer shall acknowledge having been informed that the Region's drinking water systems are governed by the Province of Ontario legislation and that every person authorized to carry out work, including construction, extension and system modification and operation of any aspect of the Region's drinking water system is aware of the Safe Drinking Water Act, 2002, the applicable regulations and the legal instruments (Drinking Water Works Permit and Municipal Drinking Water Licence). Design and construction of any aspect of the drinking water system, subject to connection to the Region's existing drinking water system and availability of as-built drawings shall be conducted in compliance with the conditions of the Drinking Water Works Permit and the Region of Peel standards.

The Developer shall acknowledge that a review of the Region's Drinking Water QMS and legislative mandates available through the Region's website at <http://www.peelregion.ca/pw/construction/> has been conducted.

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

90. The Developer shall acknowledge that if the development is delayed where the Developer does not proceed with the planned development within one calendar year from the preliminary acceptance of the watermain(s), the Region may require that the watermain(s), at a location approved by the Region, be cut and capped at the sole cost of the Developer. Re-commissioning of the watermain(s), as required by legislation, will be at the cost of the Developer. A clause shall be included in the Subdivision Agreement in respect of same.

91. The Developer shall acknowledge responsibility for the conditions of the Environmental Compliance Approval issued to the Developer by the Ministry of the Environment, Conservation and Parks for wastewater infrastructure within the subdivision, including reporting and notification, as required. A clause shall be included in the Subdivision Agreement in respect of same.
92. The Developer shall acknowledge responsibility for the cost associated with the utilities locates on regional infrastructure from the time of their installation until final assumption of the Plan. A clause shall be included in the Subdivision Agreement in respect of same.
93. 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.
94. 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 copy of the final signed M-Plan;
 - A copy of the final draft R-Plan(s); and
 - The documents required pursuant to Schedule of the Subdivision Agreement and all associated documents.

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

95. Prior to registration of the plan of subdivision, arrangements have been made to the satisfaction of the Region of Peel for the provision of affordable housing within the 47-1 and 47-2 block plan areas of Secondary Plan 47. To this end, Peel staff acknowledge that an agreement has been reached in principle between the BP 47-1 Landowner Group and the City of Brampton to respond to Secondary Plan 47 policy 5.1.5.1 . Upon full execution of the agreement, the agreement may be considered satisfactory arrangements for the purposes of meeting the affordability target within 47.1, subject to review and confirmation of such to the satisfaction of Peel staff.
96. A clause shall be included in the Subdivision Agreement requiring that a warning clause be included in any agreements of purchase and sale or lease as follows:
- “The owner and/or tenant is advised that there is a Peel Regional Police Substation – Gore Meadows currently operating in the vicinity and located at 10150 The Gore Road which may result in increased traffic, use of sirens and lights as part of their operations and may at times be audible.”
97. Prior to registration of the Plan, the Region requires a satisfactory Waste Collection Plan and arrangements demonstrating all of the collection requirements outlined in the most

current version of the Region's Waste Collection Design Standards Manual.

98. A clause shall be included in the Subdivision Agreement requiring that noise impact studies be required as part of a complete Site Plan application(s) for blocks 8, 10 and 18 on the draft approved plan, and that prior to Site Plan Approval for each block, the noise impact study has been determined to be satisfactory to the Region and that all mitigation measures have been included and addressed through the Site Plan application for each block to the satisfaction of the Region, including the dedication of a buffer block(s) to the Region (free and clear of all encumbrances and contamination), if required.

Administrative — Clearance of Conditions

99. Prior to the signing of the final plan by the Commissioner, Planning, Building and Growth Management, or her 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:

Canada Post Corporation
200 - 5210 Bradco Blvd
Mississauga, Ontario
L4W 1G7

The Dufferin-Peel Catholic District School Board
40 Matheson Boulevard West
Mississauga, Ontario
L5R 105

Peel District School Board
5650 Hurontario Street
Mississauga, Ontario
L5R 1C6

Enbridge Gas Distribution Inc.
500 Consumers Road
North York, Ontario

M2J 1P8

Alectra Utilities
175 Sandalwood Parkway West
Brampton, Ontario
L7A 1E8

Bell Canada
100 Commerce Valley Drive West
Thornhill, Ontario
L3T 0A1

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

Region of Peel
10 Peel Centre Drive
Brampton, Ontario
L6T 4B9

Toronto and Region Conservation Authority
101 Exchange Avenue,
Vaughan, Ontario
L4K5R6

NOTE 3:

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

NOTE 4:

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.

DRAFT

COMMENTS AND CONDITIONS MEMO

Date: November 5th, 2024

File: OZS-2021-0038 & 21T-21015B

From: Samantha Dela Pena

Subject: Conditions of Draft Approval
Secondary Plan Amendment, Zoning By-Law Amendment, and Draft Plan of
Subdivision

Candevcon Limited – Senwood Developments Inc.

(To facilitate a residential development of 178 single detached dwellings, 530 townhouse units, 913 apartment units and 320 mixed use apartment units. Additional blocks are included for one district retail block, two school blocks, five park blocks, three stormwater management blocks, natural heritage system blocks, buffer blocks, compensation blocks, linkage blocks, and vista blocks)

10159 The Gore Road

Circulation Date: October, 2024

Plan: Part of Lots 11 & 12, Concession 10 N.D.

Plan Dated: July 21st, 2021

Comment Revision #: 1st

The following represents a summation of comments and conditions from the **Development Services Division of the Planning and Development Services Department** with respect to matters dealing with Zoning, community information maps, warnings, notices, growth management, other general requirements to be included in the subdivision agreement, among others.

Development Planning staff have the following comments with respect to the note Secondary Plan Amendment, Zoning By-Law Amendment, and Draft Plan of Subdivision application that will facilitate the development of 178 single detached dwellings, 530 townhouse units, 913 apartment units and 320 mixed use apartment units. Additional blocks are included for one district retail block, two school blocks, five park blocks, three stormwater management blocks, natural heritage system blocks, buffer blocks, compensation blocks, linkage blocks, and vista blocks on a site area of 70.79 hectares (174.92 acres).

A. PRIOR TO DRAFT PLAN APPROVAL

The following shall be addressed prior to the release of the application for draft plan approval.

Sales Office Homebuyers Information Map

1. Prior to draft plan approval, the owner shall prepare a preliminary Homebuyers Information Map of the subdivision to be 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 the subdivision based on the latest draft plan.
 - b) Where applicable, a statement indicating that church and school sites may be used for residential uses if they are not acquired for their original purpose within the time period 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. Include all relevant warning clauses 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, storm water management facilities and walkways are located.
 - h) The types and locations of parks, valley lands and other open space (i.e. passive or active) and a general description of their proposed facilities and anticipated level of maintenance (to be confirmed in each case with the Environment and Development Engineering Division).
 - i) Potential locations of all Canada Post community mail boxes on corner lots (except corner lots at the intersection of an arterial road).
 - j) The locations of all Brampton Transit routes through the subdivision.
 - k) The following standard notes, using capital letters where noted:

i. "NOTICE AND ADVICE TO PURCHASERS:

THIS MAP IS INTENDED TO PROVIDE HOME BUYERS 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/YEAR) AND MAY BE REVISED WITHOUT NOTICE TO PURCHASERS. HOWEVER, ANY CHANGE IN PERMITTED LAND USE INVOLVES A PLANNING PROCESS, INCLUDING PUBLIC NOTIFICATION IN ACCORDANCE WITH THE PLANNING ACT”

- ii. “The map shows that there will be several types of housing in the subdivision including townhouses and apartment buildings. If you have any questions, please call (905) 874-2050 or email planning.development@brampton.ca.”
- iii. “Sites shown on the map for future schools, apartments, townhouses, churches, shopping plazas, parks etc. could have driveways anywhere along their street frontage. If you have any questions, please call (905) 874-2050 or email planning.development@brampton.ca.”
- iv. “Some streets in this 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.”
- v. “There may be catch basins or utilities easements located on some lots in this subdivision. If you have any questions, please call (905) 874-2050 or email planning.development@brampton.ca.”
- vi. “Some lots and development blocks will be affected by noise from adjacent roads, the railway, industries or aircraft and warning clauses will apply to purchasers. If you have any questions, please call (905) 874-2050 or email planning.development@brampton.ca.”
- vii. “The map shows that some of the lots 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.”
- viii. “Valleys and storm water management ponds in this subdivision will be left in a natural condition with minimal maintenance and no grass cutting, only periodic removal of paper and debris. If you have any questions, please call (905) 874-2050 or email planning.development@brampton.ca.”

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- ix. "Door to door mail delivery will not be provided in this subdivision and Community mailboxes will be directly beside some lots. If you have any questions, please call 1-800-267-1177."
 - x. "School and church sites in this subdivision may eventually be converted to residential uses and houses will be built instead. If you have any questions, please call (905) 874-2050 or email planning.development@brampton.ca."
 - xi. "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."
 - xii. "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."
 - xiii. "There may be Brampton Transit bus routes on some streets within this 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."
 - xiv. "Boulevard trees will be planted according to City requirements approximately 12 to 18 metres apart and a tree will not necessarily be located in front of every home."
 - xv. "The offer of purchase and sale may contain itemized charges for features covered in the City's subdivision agreement. These features may include street trees, driveway paving, sodding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may also be described in general terms, such as "community aesthetics enhancements". Despite paying this charge, the purchaser may be left without a tree on the lot 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."
 - xvi. "The City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance."

- xvii. “Although the developer is required to provide trees at regular intervals on the public boulevards within this subdivision, local site conditions may not allow for a tree to be planted in front of some homes.”
- xviii. “The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, in the City’s discretion, without notification to purchasers. Builders’ sales brochures may depict these features differently from what is shown on the Community Design Guidelines or the as-built drawings. The City has no control over builders’ sales brochures.”
- xix. “Gates are not permitted in fences when lots abut a valleyland, park or stormwater management block.”
- xx. “The City of Brampton’s Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permitted driveway width for your lot.”
- xxi. “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.”
- xxii. “FOR FURTHER INFORMATION, ON PROPOSED AND EXISTING LAND USE, PLEASE CALL (905) 874-2050 or EMAIL PLANNING.DEVELOPMENT@BRAMPTON.CA.”
- xxiii. “FOR DETAILED BERMING AND GRADING INFORMATION, PLEASE CALL THE SUBDIVIDER’S ENGINEERING CONSULTANT.
- xxiv. FOR DETAILED INFORMATION PERTAINING TO STREETScape, PARKS OR OPEN SPACE, PLEASE CALL THE SUBDIVIDER’S LANDSCAPE ARCHITECTURAL CONSULTANT.”

Digital Submissions of Plans

2. Prior to draft plan approval, a digital submission of the current draft plan to be draft-approved, shall be provided to the City, in accordance with the Planning and Development Services Department’s digital submission requirements.

Further conditions to those set out in Section B below may be provided as a result of the resolution of matters identified in this Section A of the memo.

B. DRAFT PLAN APPROVAL REQUIREMENTS/CONDITIONS

The following requirements are applicable as a condition of draft plan approval.

Residential Reserve Blocks

1. Residential Reserve Blocks shall only be developed in conjunction with adjacent lands and the City shall be satisfied prior to registration of the plan that the blocks, when combined with adjacent lands, will permit development in accordance with the zoning by-law. In this regard, the owner shall place these blocks in a condition satisfactory to the City and erect signs prohibiting trespassing and dumping, also to the satisfaction of the City, within 6 months of the issuance of any building permit for any dwelling on the plan.

Final Homebuyers Information Map

2. Prior to registration of the plan, the owner shall prepare a detailed Final Homebuyers Information Map, based on the final M-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 locations of all bus stops (if known); and,
 - f) the final locations of all Canada Post community mail boxes;
3. The owner shall 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 Maps; and,
 - b) attaches a copy of the preliminary Homebuyers Information Map to each offer of purchase and sale agreement.

Land Notices: Statements and Clauses

4. The owner shall include the following warnings in bold type in all offers of purchase and sale for all lots and blocks within the plan:
 - a) A statement indicating that Blocks 22 and 23 is intended to be developed for an Elementary School, however, if it is not developed for school purposes this parcel of land could be developed for single detached uses. For confirmation regarding the use of Blocks 22 and 23 as a public

elementary school and timing for construction and opening of a school please contact the Peel District School Board/Dufferin-Peel Catholic District School Board. For further information concerning the possibility of residential uses on this Block, please contact the City of Brampton, Development Services Division (at (905) 874-2050 or by email to Planning.Development@brampton.ca).

- b) A statement indicating that Blocks 8 and 9 will be developed for Residential High Density / Mixed Use purposes.
- c) A statement indicating that Blocks 10 and 11 will be developed for High Density Residential purposes.
- d) A statement indicating that Blocks 37, 38, 39, and 40 shall be developed for valleyland purposes;
- e) A statement indicating that Blocks 24, 25, 26, 27, and 28 will be developed as active parks and may contain play equipment, lighted walkways, landscaping, passive use free-play areas, and a multi-purpose pad. The following wording shall also be included with respect to Blocks 24, 25, 26, 27, and 28:

“Purchasers are advised that residents close to Blocks 24, 25, 26, 27, and 28 may be disturbed by noise and night lighting from the parks. For more information, please call the Development Engineering Division of the Public Works Department, at (905) 874-2050 or email planning.development@brampton.ca.”
- f) A statement to the satisfaction of Brampton Transit that 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.
- g) A statement which advises the prospective purchasers that mail delivery will be from a designated Community Mailbox.
- h) A statement indicating that Lots 23, 21, 36, 8, 10, 11 have a noise attenuation fence and berm located inside the lot line within the side and/or rear yard, that the noise attenuation fence shall not be altered or removed and that it shall be the responsibility of the owner of the lot to maintain and keep in repair that portion of the noise attenuation fence and berm situated on the lot.
- i) A statement indicating that gates are not permitted in fences when lots abut a valleyland, park or stormwater management block.

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- j) A statement indicating that the City of Brampton's Zoning By-law regulates the width of driveways and that owners do not widen their driveway before inquiring about the permitted driveway width for the lot.
- k) A statement advising prospective purchasers that Street 2, 4, 5, 6, 8, 14, and 15 will be extended in the future.
- l) The following statements:
- i. "The offer of purchase and sale may contain itemized charges for features covered in the City's subdivision agreement. These features may include street trees, driveway paving, sodding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may also be described in general terms, such as "community aesthetics enhancements". Despite paying this charge, the purchaser may be left without a tree on the lot 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."
 - ii. "The City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance."
 - iii. "Although the developer is required to provide trees at regular intervals on the public boulevards within this subdivision, local site conditions may not allow for a tree to be planted in front of some homes."
 - iv. "The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, in the City's discretion, without notification to purchasers. Builders' sales brochures may depict these features differently from what is shown on the Community Design Guidelines or the as-built drawings. The City has no control over builders' sales brochures."
 - v. "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."
- m) A statement indicating that this community is subject to Architectural Control. Models available for sale have to be pre-approved by the Control Architect and certain models may not be available for some of the lots. Check with your builder the particular situation for the model and lot you intend to purchase.

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- n) The following clauses to the satisfaction of the Dufferin-Peel Catholic District School Board, until the permanent school for the area has been completed:
- 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.”
- o) The following clause 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. “Whereas, despite the efforts of the Peel District School Board, please be advised that noise, dust and truck traffic are normal circumstances during the construction of a school, and once constructed, the school will have normal operating conditions for a school such as noise, exterior lighting, portable classrooms (including installation and removal), and increased traffic on surrounding streets during peak A.M. and P.M. hours and during special events.”
 - iii. “The purchaser agrees that for the purposes of transportation to school the residents of the development shall agree that the students will meet the school bus on roads presently in existence or 6 at another designated place convenient to the Peel District School Board. Bus stop locations will be assessed and selected by the Student Transportation of Peel Region’s Bus Stop Assessment (STOPR012) procedure and process”

5. The owner shall notify purchasers of the exact Community Mailbox locations prior to the closing of any sales.

Land Notices: Signage

6. The owner shall erect and maintain signs in the following locations and in the following manner:
 - a) An advisory that residents close to the parks may be disturbed by noise and night lighting from the parks shall likewise be included. The signage shall also advise that for more information, Development Engineering Division of the Public Works Department can be contacted at (905) 874-2050 or email at planning.development@brampton.ca.
 - b) at the open ends of all road allowances to advise purchasers of the future extension of these streets.
 - c) to the satisfaction of The Dufferin-Peel Catholic District School Board at all major entrances to the proposed development 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.”
 - d) to the satisfaction of the Peel District School Board at all major entrances to the subdivision which shall advise prospective purchasers that due to present school facilities, some of the children from the subdivision may have to be accommodated in temporary facilities or bused to schools according to the Board’s Transportation Policy. These signs shall be to the Board’s specifications, at locations determined by the Board and erected prior to registration.

Cost Sharing

7. Prior to registration the owner shall sign the Landowners Cost Share Agreement and provide the City 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.

School Site Alternate Use

8. In the event that any block proposed for school purposes is not acquired by the Peel District School Board or The Dufferin-Peel Roman Catholic School Board, as the case may be, the block, or blocks, shall be offered to the other board of education, and if not acquired by said other board, shall be offered for sale to the City for purchase, in whole, or in part.

School Site Acquisition and Cost

9. The school board shall be offered the school site at a price that does not exceed the value of the land determined as of the day before the day of the approval of the draft plan of subdivision.

Site Plan Approval

10. N/A

Telecommunications

11. The owner shall permit all telecommunications service providers that are a “Canadian carrier” as defined in subsection 2(1) of the Telecommunications Act of a “distribution undertaking” as defined in subsection 2(1) of the Broadcasting Act and have entered into a Municipal Access Agreement with the City (“Telecommunication Providers”) to locate their plant in a common utility trench within any future public highway within the Plan. A list of Telecommunication Providers can be obtained from the City. Within 10 business days of the delivery of the pre-servicing letter, the owner shall notify all Telecommunication Providers of the Plan and request that the Telecommunication Providers contact the owner directly within 10 business days if they intend to locate their plant within any future public highway within the Plan. The owner shall make satisfactory arrangements (financial and otherwise) with the City, Telecommunications Providers and other utilities for the installation of each of their facilities in a common utility trench within the future public highway prior to commencing any work with respect to any future public highway as shown on the draft approved plan of subdivision, and the owner shall provide evidence of same satisfactory to the City. Until such installation is completed, the owner shall not undertake any works that will limit the ability of any Telecommunications Provider to install its plant in a timely and efficient manner. The owner shall install, at its own expense, 100mm diameter ducts at all road crossing for the use of Telecommunications Providers. The exact location and detailed specifications for these ducts shall be shown on the approved drawings. The owner acknowledges and agrees that the City may refuse to accept or assume any or all streets within the plan until the provisions of this section have been complied with.
12. Prior to commencing any work within the plan, the owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the

event that such infrastructure is not available, the owner is hereby advised that they may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the owner shall be required to demonstrate to the telecommunication provider that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services.

Growth Management/Staging and Sequencing

13. Prior to registration of this plan or any phase thereof, the owner shall comply with the requirements of the approved growth management staging and sequencing plan.

Sustainability Score and Summary

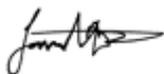
14. N/A

C. GENERAL COMMENTS

The following general comments are provided to assist the developer in the preparation of the related drawings, finalization of any required studies or resolution of any identified issues.

1. N/A

If you have any questions or require further clarification with respect to the above comments, please contact the undersigned.



Samantha Dela Pena
Development Planner, Development Services and Design
Planning, Building and Growth Management
Tel: 905-874-5965
Samantha.DelaPena@Brampton.ca

COMMENTS AND CONDITIONS MEMO

Transportation Development Engineering

Date: September 18th 2024
File: **OZS-2021-0038**
To: Samantha DelaPena
From: Adam Davidson (Transportation Development Engineering)
Subject: Requirements for Plan of Subdivision 21T-21015B
Draft Plan of Subdivision
Maria Jones
Senwood Development Inc.
10159 The Gore Road

Circulation Date: 09/08/2021

Revision: 2

A. PRIOR TO DRAFT PLAN APPROVAL

Designs are to adhere to the City subdivision requirements as found within the Corporation of The City of Brampton Subdivision Design Manual. To that end, prior to draft plan approval, the applicant will be required to demonstrate that Transportation Development Engineering requirements have been achieved. In this regard, the following is a list of some of the respective design requirements that will need to be demonstrated prior to draft approval being issued.

- ~~1. We required a traffic calming plan prior to draft plan approval~~
- ~~2. All proposed laneways must be identified as private~~
- ~~3. Street 20 at Clarkway Drive is depicting 10m by 10m daylight triangles. A 15m by 15m daylight triangle is required.~~
4. We now require draft plans to identify street names prior to draft plan approval.

B. DRAFT PLAN APPROVAL REQUIREMENTS/CONDITIONS

1. Prior to registration of the subdivision curb radii are to adhere to City standard drawing #245. Where applicable this includes laneways where the minimum allowable curb radius is 7.5 metres.
2. Prior to registration of subdivision road elbows must adhere with City standard drawing #215.

3. Prior to registration of the subdivision the applicant shall ensure that lot frontages and dwelling layouts are such that no driveway will intersect, including any portion within the road allowance.
4. Applicant agrees to provide \$436,000 in securities and \$470,000 in cash in lieu for all the signal requirements for the proposed draft plan.
 - a. Castlemore Road at Bloom Drive - \$135,000 (Securities)
 - b. Clarkway Drive at Street 20 - \$135,000 (Securities)
 - c. 2 PXO locations - \$166,000 (Securities)
 - d. Street 2 at Street 3 - \$235,000 (Cash in lieu)
 - e. Street 19 at Street 20 - \$235,000 (Cash in lieu)

C. GENERAL COMMENTS

- ~~1. See attached drawing identifying signal locations. We require developer to construct the south leg at Castlemore Road at Bloom Drive and the intersection at Street 20 at Clarkway Drive (securities required). We require the developer to install 2 PXO's which are identified on the attached drawing. We required cash in lieu for future signals at Street 2 at Street 3 and Street 19 at Street 20. Cash in lieu amounts and securities will be finalized after the next submission.

 - a. Castlemore Road at Bloom Drive - \$135,000 (Securities)
 - b. Clarkway Drive at Street 20 - \$135,000 (Securities)
 - c. 2 PXO locations - \$166,000 (Securities)
 - d. Street 2 at Street 3 - \$235,000 (Cash in lieu)
 - e. Street 19 at Street 20 - \$235,000 (Cash in lieu)~~
- ~~2. All comments related to The Gore Road will be made by the Region of Peel.~~
- ~~3. Temporary cul-de-sacs may be required. The applicant will acknowledge and provide cul-de-sacs on a temporary basis if deemed necessary by the City. The applicant may be required to obtain easements should it be necessary to locate the cul-de-sacs on adjacent lands. Further comments regarding cul-de-sacs may be forwarded during the engineering review process.~~
- ~~4. Staging & Sequencing yet to be determined~~
- ~~5. 0.3m Reserves will be required on Industrial, Commercial, Institutional, School, and High Density lots and the ends of some Cul-de-sacs.~~
- ~~6. The applicant is required to provide for Canada Post community mailbox locations and identify locations on a separate drawing. This may include providing lay bys for locations at or near intersections. The city requires accommodation for Canada Post facilities on minor roads only, and not near busy intersections, in order to provide a safe environment for residents/users.~~
- ~~7. Driveways shall not to 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, driveways locations will not be permitted to encroach within intersection daylighting.

8. ~~Inscribed Circle Diameter (ICD) is required to meet the minimum 40 metre diameter for a single lane roundabout.~~
 - a. ~~A minimum 40.0 meter inscribed circle diameter (ICD) is required for the single lane roundabout. 40.0 metres is the minimum ICD (per TAC range of 40-60 metres) to accommodate WB-20 vehicle designs. Please modify the roundabout drawing accordingly, (see attached). Note: multi-lane roundabout ICD's to accommodate WB-20 design vehicles range from 50.0m to 67.0m.~~
 - b. ~~In order to provide maximum safety for pedestrians (as per Vision Zero initiatives), all new roundabouts will require a Type B or Level 2 Type B or Type C Pedestrian Crossover as outlined in OTM Book 15. This requirement means that the driveways for the lots at the roundabouts will need to be behind (prior to) the stop location on the approach to the crossing, which is located 15m from the yield line of the roundabout, in addition the splitter islands for the roundabouts needs to have sufficient length to accommodate the required signage for the pedestrian signage and other roundabout signs.~~

If you have any questions or require further clarification with respect to the above comments, please contact the undersigned.

Regards,

Adam Davidson

Transportation Planning Technologist | Public Works | City of Brampton
T: 437.217.6007 | F: 905-874-2599 | 1975 Williams Parkway | ON L6S 6E5

COMMENTS AND CONDITIONS MEMO

Date: October 15 2024 Revised
File: OZS-2021-0038
To: Samantha DelaPena, Development Planner
From: Hugh Chen, Urban Designer
Subject: Requirements for Draft Plan of Subdivision Approval
Location: 10159 The Gore Road

In response to the circulation of the above noted application, the following represents a summation of comments and conditions from the Urban Design Section with respect to matters dealing with urban design:

A. PRIOR TO DRAFT PLAN APPROVAL

- NIL

B. CONDITIONS OF DRAFT PLAN APPROVAL

In accordance with the “Architectural Control Guidelines for Ground Related Residential Development”, Chapter 7 of the “Development Design Guidelines”, and to adhere to and implement the Architectural Control Protocol Summary (Appendix 2 - Architectural Control Report), as per By-Law 177-2008, the owner shall agree to the following:

1. Select an approved Control Architect from the short list of architectural firms established by the City;
2. approval of an Architectural Control Guideline section of a Community Design Guideline or Urban Design Guideline after it is drafted, to the satisfaction of the City; and
3. That, the Control Architect shall organize an information meeting with builders, designers, key stakeholders, and City staff to identify the City’s expectations, key issues, the Architectural Control Compliance process, and milestones. Written confirmation of the participants’ attendance and their understanding of the entire process will be provided to the City. The Control Architect will confirm these meetings and which builders will be affected. Where the Control Architect is satisfied that a meeting is not needed a letter of “Information Meeting and Applicant’s Understanding of ACG protocol” will be required;
4. That, the Control Architect shall provide a Clearance Letter to the City, certifying their preliminary review and approval of models;
5. To pay all associated fees to the City as per By-law 110-2010;
6. After Registration, the Developer agrees that the Control Architect provides to the City, during construction, Quarterly Site visits and bi-annual Site Monitoring Reports;

7. Upon completion of the subdivision, the owner agrees that the Control Architect provides to the City Final Completion Letter.

C. GENERAL COMMENTS

The following general comments are provided to assist the developer in the preparation of the related drawings, finalization of any required studies or resolution of any identified issues:

8. This application should confirm to Architectural Control Guidelines for Ground Related Residential Development (ACGRRD) Chapter 7 of the Development Design Guidelines, and subject to Architectural Control Compliance Review Process.
9. This application should confirm to the approved Block 47-1 Town Centre Guidelines (Block 47-1 & 47-2 CDG Addendum). In situations where the application is not fully aligned with the Town Centre Guidelines, an addendum to address the deviation with location of priority lots is required to be submitted.
10. For Block 8, 9, the following comments are to be addressed:
 - i. Preliminary architectural drawings including site plans, ground floor plans, typical floor plans, roof plans, landscape plans, elevations, sections, material schedules should be provided for more detailed comments.
 - ii. Additional vegetations should be provided on site to create sufficient buffer, especially for the open space.
 - iii. Use high-quality design elements, such as surface materials, furnishings, landscaping, and pedestrian scale lighting that are high-quality, functional, universally accessible and environmentally sustainable for both the buildings and the public realm. Refer to 47-1 Town Centre Guidelines for reference.
 - iv. Sun/shadow studies are required based on Sun/shadow study terms of reference, refer to:
<https://www.brampton.ca/EN/Business/planning-development/DevelopmentApplicationGuidelines/Brampton%20Sun%20Shadow%20Study%20Terms%20of%20Reference.pdf>
 - v. Depending on the height of the high-density residential buildings, wind study might be required. Please refer to Wind Study ToR for reference:
<https://www.brampton.ca/EN/Business/planning-development/DevelopmentApplicationGuidelines/City%20of%20Brampton%20Wind%20Study%20Terms%20of%20Reference.pdf>

If you have any questions or require further clarification with respect to the above comments, please contact the undersigned.

Hugh Chen

Hugh Chen

Urban Designer | Development Services & Design

Planning, Building & Economic Development Department

City of Brampton | 2 Wellington Street W | Brampton ON L6Y 4R2

E-Mail: hugh.chen@brampton.ca

COMMENTS & CONDITIONS MEMO

Date: Jun 07, 2024

File: OZS-2021-0038, 21T-21015B

To: A. Ramsammy, Development Services

From: S. Massah, Park Planning & Development

Subject: **REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT
Proposed Draft Plan of Subdivision**
(To permit 153 single detached dwellings, 568 townhouse units, 1233 apartment units and 1285 mixed use apartment units. Additional blocks are included for parks, schools, district retail, stormwater management ponds, natural heritage and new streets.)
Updated Conditions from the Park Planning & Development Section

Consultant: **CANDEVCON LTD.**

Owner: **SENWOOD DEVELOPMENT INC.**

Location: 10159 The Gore Road, Brampton
Circulation Date: Jun 8, 2023
Ward: 10

In response to the Accela circulation of the above noted Draft Plan of Subdivision dated Jun 8, 2023, the following represents a summation of conditions from the **Park Planning and Development Section** and general comments from the **Park Planning Unit**. The **Open Space Development Unit** may also provide their own general comments through the Accela workflow.

Please note that this memo replaces our Comments & Conditions Memo dated Jun 27, 2023.

A. PRIOR TO DRAFT PLAN APPROVAL

The following must be addressed prior to the release of the application for draft plan approval.

Requested Adjustments to Plan:

1. Each park must have at least two public street frontages. The Park Planning department cannot accept Park Block 28 as it is surrounded by medium-density residential condominiums, a result of removing the planned public street in the Block Plan Highway 427. Please merge Park

Block 28 with Park Block 27 by removing the southern row of medium-density residential buildings and relocating them to the current location of Park Block 28.

2. Due to changes in the street design from the original Block Highway 427 plan, Vista Block 34 can be converted to a walkway block with a minimum width of 9 meters. Please provide the dimensions for this block on the plan.

3. Please provide additional justification for the necessity of Vista Block 35. We acknowledge its inclusion in the Block Highway 427 CDG but are unsure of its requirement since the SWM pond will have a trail and can be connected to Park Block 25.

B. CONDITIONS OF DRAFT PLAN APPROVAL

The Owner is required to address the following prior to the identified milestone, in accordance with City standards, and to the satisfaction of the City. These items will be included in the subdivision agreement.

a) Prior to commencement of construction

Hoarding of Natural Features:

4. The Owner shall erect and maintain in good condition, hoarding along the property boundary where the proposal abuts along the outer limits of the Natural Heritage System (NHS) buffer Blocks 52A-52J, and along the drip line of any vegetation identified for preservation in the approved Tree Evaluation Report, to the satisfaction of the City.

Notification Signage – Pathway Locations:

5. The Owner is required to install and maintain notification signage, at the rear of approximately every three (3) lots (facing the residential lot, in accordance with City standards), advising future residents of the following:

*“Purchasers are advised that a multi-purpose path will be constructed (Specify).
For more information, please call the City of Brampton at 311.”*

Notification Signage – Public Lands:

6. The Owner is required 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.

b) Prior to Registration:

The following are requirements that the Owner shall be required to fulfill prior to the release of the plan for registration. These items will be included in the subdivision agreement.

Fencing:

10. The Owner shall make satisfactory arrangements with the City to provide fencing, at their cost, in accordance with the City Fencing Policy and the approved Urban Design Brief/Community Design Guidelines (as applicable), for incorporation into the landscape drawings' submission, to the satisfaction of the City.

Land Appraisal- Section 51.1 Parkland Conveyance:

11. In case of a Section 51.1 dedication requirements, the Owner will be required to commission and submit a land appraisal by an accredited appraiser in good standing with the AIC, in accordance with the City standards, and subject to the review and shall be to the satisfaction of the City's Realty Services Section. The effective date of the said appraisal is required to be **within 120 days** from the date of the Draft Plan Approval. Land appraisal report more than 120 days old will require an update.

Maintenance Fees:

12. The Owner shall agree to contribute a maintenance fee for any landscape item deemed necessary by the Owner, but which exceeds the City standard. This may include, but not be limited to special entry feature structures and centre medians, irrigation systems, acoustical walls and architectural landscape elements located on public property.

13. The Owner shall agree to provide a cash-contribution in accordance with [Council Resolution 181-2014](#) towards the long-term management of all Natural Heritage System (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 plan).

Parkland Dedication:

14. Any submitted appraisals or amendments thereto shall be in accordance with City standards, and shall be to the satisfaction of the City's Realty Services Section.

15. Prior to registration 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) based on section 51.1, and the City's Parkland Dedication By-law, as amended OR subject to alternative arrangements, such as the entering into a Master Parkland Conveyance Agreement, as per Section 6.3 of the City's parkland dedication by-law, as amended, at the sole discretion of the Commissioner of Community Services.

The Owner is proposing to convey Blocks 24-28 totaling 5.20 ha (12.85 ac.) to the City, to the City to fulfill Parkland Dedication requirements.

Note: Vista Block 35 is not considered parkland in the future calculations by Park Planning.

Plan Requirements for all Public Lands:

20. Prior to plan registration, the Owner shall provide detailed working drawings for all identified park blocks, NHS, landscape buffer blocks, streetscape planting and fencing to the satisfaction of the applicable approving departments and in accordance with the latest City standards. Fencing shall be included along holdout properties where they abut the plan, subject to the approval of the existing property owners. The Owner shall comply with both the facility fit/concept plan approved prior to draft plan approval and/or the recommendations of the approved Design Brief.

21. Prior to Plan registration, the Owner shall provide within the detailed working drawings a comprehensive restoration and enhancement planting plan for all buffer areas and Natural Heritage Features, for compensation areas as recommended by the EIS.

22. The Owner agrees to design, prepare drawings and construct the entire neighborhood park, comprised of proposed Park Block 25 on the subject plan and proposed Park Block 6 on the adjacent plan under file 21T-23003B, in accordance with the approved Urban Design Brief/Community Design Guidelines. The Owner agrees to coordinate the completion of the entire park with the owners of Park Block 6, 21T-23003B; within twenty-four (24) months of the registration of the 21T-21015B subdivision plan, unless this time is extended in writing by the City.

23. The Owner agrees to design, prepare drawings and construct the entire neighborhood park, comprised of proposed Park Block 26 on the subject plan and proposed Park Block 151 on the adjacent plan under file 21T-21017B, in accordance with the approved Urban Design Brief/Community Design Guidelines. The Owner agrees to coordinate the completion of the entire park with the owners of Park Block 151, 21T-21017B; within twenty-four (24) months of the registration of the OZS-2021-0038 subdivision plan, unless this time is extended in writing by the City.

Signage for NHS:

24. Prior to plan registration the Owner shall submit a comprehensive signage package for the Natural Heritage System (NHS) lands, to the satisfaction of the City.

Streetscape Plans:

25. Prior to plan registration, the Owner shall make satisfactory arrangements with the City, through the Subdivision Agreement and the landscape drawings' submission, to provide street trees along all internal streets within the subject plan and along immediately abutting street, including the implementation of boulevard and buffer planting, and entry features. The Owner shall comply with the recommendations of the approved Urban Design Brief/Community Design Guidelines (as amended and as applicable).

Summary Requirements:

26. Prior to registration, and in conjunction with the final landscape submission, the Owner agrees to provide the City with a detailed summary of all areas of parkland, open space, stormwater management ponds, valleylands, woodlots, and buffers including quantities or areas of boulevard and buffer sod, boulevard and buffer trees, shrub beds and irrigation systems that will be installed by the Owner and will become the City's responsibility to maintain.

Tableland Tree Compensation:

27. Prior to registration, the Owner shall provide restoration-planting drawings that detail compensation plantings for tableland trees removed to accommodate the development. Compensation plantings shall be in accordance to current City of Brampton compensation planting standards. Compensation plantings shall be provided by the Owner at no cost to the City. Compensation requirements shall conform to the City's Tableland Tree Assessment Guidelines.

Tableland Vegetation:

28. A Tree Evaluation Report, shall be finalized and approved in accordance with the City's Tableland Tree Assessment Guidelines, to the satisfaction of the City.

Note: The Owner shall ensure that no trees are removed or damaged prior to by-law approval or during any phase of the servicing and construction of the site, if applicable, without the prior approval of the Planning and Development Services and Public Works & Engineering Departments.

Trail Design and Construction

29. Prior to the registration of the first plan of subdivision and with the first detailed design submission, the applicant will liaise with the entire land owner group to design, prepare and submit detailed landscape drawing packages for the pedestrian trails and bridges to the City's satisfaction.

Post registration and prior to assumption, the applicant will secure all permits and construct the pedestrian trails and bridges within the three valleylands located in the segment within which the subject application is located in. The segments in Block 47-1 and Block 47-2 (divided in three segments- from Castlemore Road to East West collector, from East West collector to Countryside Drive and from Countryside Drive to Mayfield Rd).

Note: *The land owner group will be compensated for the design and construction of the trail and bridges as per Schedule D of the subdivision agreement.*

In cases where non/participant/holdout properties are involved, the Applicant shall provide thorough detailed designs depicting the trails by-passing these properties on to the Public Right of Way for the review and acceptance to the City.

Trail construction package:

30. The applicant in conjunction with the Land Owners Group shall provide the following packages with the first detailed design submission:

- a. Landscape drawing package for the pedestrian trails and bridges / channel system planting and restoration
- b. Interpretive signage package
- c. Wayfinding signage package
- d. Trail head signage

Warning Clauses – Parks, NHS, Open Space, etc.

31. Prior to registration, the Owner shall ensure that the builder(s) include a warning clause in all Offers of Purchase and Sale for all Lots or Blocks abutting blocks designated for park(Blocks 24-28), Natural Heritage System (NHS)(Blocks 37-40 & 48-51 & 52A-52J) open space (Blocks 37-40) and stormwater management blocks (Blocks29-31) that state:

“The subject blocks (Builder(s) to insert name of block(s) here) may contain active recreational facilities. Purchasers are advised that residents close to these blocks may be disturbed by users and/or facilities within the subject blocks. For more information, please call the City of Community Services Department.

Warning Clauses – Street Trees

32. Prior to registration, the Owner shall ensure that the builder(s) include a warning clause in all Offers of Purchase and Sale indicating that:

“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 Community Services Department.

Woodland Development Plan:

33. The Owner shall submit a Woodland Development Plan to the in accordance with the City’s [Woodland Management Plan Guidelines](#) and to the satisfaction of the City.

c) Post Registration:

The following are requirements that the Owner shall be required to fulfill as a condition of plan registration. Items are listed in typical order of completion:

Conveyance of Public Lands:

34. All identified parks, stormwater management ponds, Natural Heritage System (NHS) lands (including associated buffers) shall be gratuitously conveyed to the City in a form and condition satisfactory to the City.

Development of all Public Lands:

35. The Owner is responsible for the development of all dedicated parks and open space (e.g. Neighbourhood Parklands, valleylands, open space and landscape buffer blocks) in accordance with the approved plans and the approved Subdivision Agreement subject to the satisfaction of the City.

Streetscape Implementation:

36. 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 Urban Design Brief/Community Design Guidelines (where applicable) and will include the implementation of boulevard and buffer planting, and entry features including all structures and planting.

Woodland Management Plan Implementation:

37. The Owner will be responsible for implementing all identified short-term woodland management measures in accordance with the approved Woodland Management Plan. In this regard, the Owner shall submit detailed landscape plans and cost estimates to the satisfaction of the City. The short-term management measures shall be completed within one (1) year of the date of registration of the Plan, unless the City extends such time in writing. All works will be subject to the City's standard 2-year maintenance and warranty period for landscape works.

Reimbursement for Creditable Work:

38. Following completion of parks, NHS and trail system development works, the Owner shall invoice the City for the cost of all works completed. 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.

Note: The Owner shall be entitled to compensation for select works in accordance with the approved drawings and cost estimates and 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 twenty (124) months of the date of plan registration, unless an extension has been granted in writing by the City or unless a more rapid delivery of the park/valleyland blocks is required to service existing residents.

As-Built Drawings:

39. Prior to issuance of final acceptance of all landscape works the Owner shall provide as-built drawings in the form of digital files for all dedicated park, open space, landscape buffer blocks, etc. The submission of these drawings will meet the latest digital standards as prescribed by the City of Brampton.

d.) Prior to Assumption:

Hazard Removal:

40. Prior to assumption, any material identified in the Tree Evaluation Report and Woodlot Management Plan as hazardous, or identified for removal for accessibility or safety reasons, and any deleterious materials and debris not normally found in a Natural Heritage System (NHS) lands, whether in a woodlot block, valleyland / greenbelt block, vista block or other location as determined by the City, shall be removed at the Owner's expense.

C. GENERAL COMMENTS

The following General Comments are provided to assist the Owner. These comments shall be read in conjunction with the Draft Plan conditions (Section B).

Sustainability – Park Planning Requirements

41. The Sustainability Score and Summary has met the requirements of Park Planning section, and meets the [latest requirements](#) set out by the City for the development of such documents

Parks and Open Space Naming:

42. Names for all identified park, open space and stormwater management blocks shall be incorporated in to the Recommendation Report, for Council's approval. In this regard, the following blocks have been identified and the following names are recommended:

- a) Park Block'24' shall be identified at a later stage.
- b) Park Block'25' shall be identified at a later stage.
- c) Park Block'26' shall be identified at a later stage.
- d) Park Block'27' shall be identified at a later stage.
- e) Park Block'28' shall be identified at a later stage.
- f) Vista//Open Space Linkage Block '35' with Stormwater Management Pond Block '30' shall be identified at a later stage
- g) Stormwater Management Pond Block '29' shall be identified at a later stage
- h) Stormwater Management Pond Block '31' shall be identified at a later stage
- i)

- j) NHS Valley Blocks '37' with their associated buffer blocks '52J & 52F' and Vista/NHS Blocks '32-33' shall identified at a later stage.
- k) NHS Valley Blocks '38-39' with their associated buffer blocks '52H, I, G' shall identified at a later stage.
- l) NHS Valley Block '40' with their associated buffer blocks '52A,B,C,D,E', and NHS Compensation Blocks '48-51' shall identified at a later stage.

Note: Park Planning & Development will identify and finalize names for the identified blocks, in conjunction with the Owner, Development Services and in accordance with the Parks and Open Space Naming Policy, prior to incorporation into the Recommendation Report.

If you have any questions or require further clarification with respect to the Park Planning & Development comments, please contact the undersigned.

Saghar Massah
Park Planner, Park Planning & Development Section
Parks Maintenance & Forestry Division
Community Services Department
saghar.massah@brampton.ca

CC: J.K. Bajwa, P. Pushan, K. Cianchino