

**SCHEDULE "A"
CONDITIONS OF DRAFT APPROVAL****DRAFT APPROVAL****DATE:** (Day After Last Day for Filing an Appeal if No Appeal has been Filed)**APPLICANT:** West Humber Developments Inc. – KLM Planning Partners Inc.**SUBJECT:** **DRAFT PLAN OF SUBDIVISION**
21T-24010B
City of Brampton
OZS-2024-0065
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 KLM Planning Partners Inc. dated March 6th, 2025.

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.

Hoarding of Natural Features:

9. Prior to Commencement of Construction, the Owner shall erect and maintain in good condition, hoarding along the outer limits of the Natural Heritage System (NHS) buffer (*NHS Buffer Block 31 and/or where there is no NHS buffer along NHS Block 30*), and/or along the drip line of any vegetation identified for preservation in the approved Tree Evaluation Report, to the satisfaction of the City.

Notification Signage – Public Lands

10. Prior to Commencement of Construction, 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.

Fencing

11. Prior to registration, 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 – Parkland Conveyance

12. Prior to registration, 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 shall be no more than 120 days prior to the date of the Draft Plan Approval. Land appraisal report more than 120 days old will require an update.

Maintenance Fees

13. Prior to registration, 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.
14. Prior to registration, 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

15. 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.
16. Parkland Dedication requirements for the plan shall be in accordance with the Planning Act, R.S.O. 1990, c.P.13 as amended (the Planning Act) and the City's Parkland Dedication By-law, as amended. The Owner is proposing to convey Block 29 totaling 0.543 ha (1.342 ac.) to the City, as the Parkland Dedication requirements based on section 51.1 of the Planning Act.

Note: In the case of an under dedication, The Owner shall be required to compensate the City prior to registration in accordance with the Planning Act (as amended) and the City's current policies, in the form of a Cash In Lieu of Parkland Payment.

Note: In case of an over-dedication The City agrees to provide compensation in accordance with the City's current policies

Note: *Final calculations will be undertaken as part of the Subdivision Agreement review process and represented in Schedule 'D' of the Agreement.*

Plan Requirements for all Public Lands

17. Prior to plan registration, the Owner shall provide detailed working drawings for all identified park blocks, NHS, landscape buffer blocks, streetscape planting, walkways 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.
18. 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

Streetscape Plans

19. 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 (as amended and as applicable).

Summary Requirements

20. 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

21. 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

22. The 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.

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

23. 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, Natural Heritage System (NHS) open space and/or stormwater management blocks (Park Block 29, NHS Block 30, and SWMP Block 32) 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

24. 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.”

Conveyance of Public Lands

25. Prior to registration, 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

26. Prior to registration, 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

27. Prior to registration, 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.

Reimbursement for Creditable Work

28. Prior to registration, following completion of park/NHS 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 (24) 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 block(s) is required to service existing residents.

As-Built Drawings

29. 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.

Hazard Removal

30. 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) land, whether in a valleyland block or other location as determined by the City, shall be removed at the Owner's expense.

Studies

31. 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

32. 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.
33. 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

34. 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

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

Development of Public Lands

36. The Owner agrees that they are 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. Details regarding this requirement shall be finalized and included in the Subdivision Agreement subject to the satisfaction of the City.

Maintenance Fees

37. The applicant shall forward the final version of the proposed plan of subdivision to be registered in digital format (AutoCAD to the Digital Innovation & Information Technology department for uploading to the City's GIS System.

0.3m Reserves

38. 0.3m Reserves will be required on Industrial, Commercial, Institutional, School, High-Density lots, across the terminus of roads to later be extended, and at the ends of cul-de-sacs.

Residential Reserve Block

39. The Subdivision Agreement shall provide that 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

School Boards

40. 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.

Canada Post

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

41. Consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
42. 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.
43. 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.
44. 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.
45. Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
46. 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.
47. 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.

48. 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:

49. 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.
50. 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.
51. 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.
52. 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:

53. 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.
54. 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:

55. 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.

56. 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.

57. 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:

58. Grant all necessary aerial or underground easements, as may be required. These will be confirmed during the final design of the road and subdivision.

59. Observe all aerial and underground clearances, as may be required.

60. Be responsible for the costs of the relocation of existing plant to accommodate the new road(s).

61. 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.

62. 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.

63. The owner/developer shall be responsible for the costs associated with the hydro plant expansion to supply the development.

64. 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.

65. 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

66. 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.

TransCanada Pipelines Limited (TCPL)

67. The TCPL Pipeline Right-of-Way shall be dedicated to the municipality as passive open space or parkland subject to TCPL's easement rights. The TCPL Pipeline Right-of-Way shall be identified on all municipal plans and schedules as a pipeline/utility corridor.
68. A crossing and encroachment permit/agreement must be approved by TCPL for ongoing activities such as mowing or maintenance of the TCPL Pipeline Right-of-Way on public lands.
69. The municipality shall circulate TCPL on the future Site Plan Applications for Blocks located within 30 metres of the centreline of the pipe (the "Prescribed Area").
70. The conditions, restrictions or covenants specified by TCPL shall be included in a separate agreement between TCPL and the Proponent, and the Proponent shall register notice of such agreement against title to the Subject Lands prior to registration of the subdivision plan by way of application to register notice, pursuant to the Land Titles Act, or any amendments thereto.
71. No buildings or structures shall be installed anywhere on the TCPL Pipeline Right-of-Way. Permanent buildings and structures are to be located a minimum of 7 metres from the edge of the TCPL Pipeline Right-of-Way. Temporary, moveable, or accessory structures, that are not affixed to the ground, are to be located a minimum of 3 metres from the edge of the TCPL Pipeline Right-of-Way.
72. A minimum setback of 7 metres from the nearest portion of the TCPL Pipeline Right-of-Way shall also apply to any parking area or loading area, including any parking spaces, loading spaces, stacking spaces, bicycle parking spaces, and any associated drive aisle or driveway. The 7-metre setback applies to any turning lanes from major roadways and associated signalling infrastructure.
73. Written consent must be obtained from TCPL prior to undertaking the following activities:
- Constructing or installing a Facility across, on, along or under a TCPL Pipeline Right-of-Way. A Facility may include, but is not limited to: driveways, roads, access ramps, trails, pathways, utilities, berms, fences/fence posts ("Facility");
 - Conducting a ground disturbance (excavation or digging) on the TCPL Pipeline Right-of-Way or within 30 metres of the centreline of the pipe (the "Prescribed Area");

- c. Driving a vehicle, mobile equipment or machinery across a TCPL Pipeline Right-of-Way outside the travelled portion of a highway or public road;
 - d. Using any explosives within 300 metres of a TCPL Pipeline Right-of-Way; and
 - e. Use of the TCPL Prescribed Area for storage purposes.
74. During construction of the site, temporary fencing must be erected and maintained along the limits of the TCPL Pipeline Right-of-Way by the Proponent to prevent unauthorized access by heavy machinery. The fence erected must meet TCPL's specifications concerning type, height and location. The Proponent is responsible for ensuring proper maintenance of the temporary fencing for the duration of construction.
75. Permanent fencing is required along the limits of the TCPL Pipeline Right-of-Way. The fence erected must meet TCPL's and the municipality's specifications concerning type, location, and height. Any excavations for fence posts on, or within 30 metres of the pipeline must be done by hand or hydro vac. There shall be no augers operated on the right-of-way. The Proponent shall notify TCPL 3 business days prior to any excavation for fence posts located on or within 30 metres of the pipeline. All fences made of metallic materials must be approved by TCPL prior to being erected on or within 30 metres of the pipeline.
76. Storage of materials and/or equipment on the TCPL Pipeline Right-of-Way is not permitted.
77. Facilities shall be constructed to ensure that drainage is directed away from the TCPL Pipeline Right-of-Way so that erosion that would adversely affect the depth of cover over the pipeline(s) does not occur. Catchment basins, drainage swales or berms are not permitted within the TCPL Pipeline Right-of-Way. All infrastructure associated with site servicing, grading, and stormwater management (e.g. subdrains, manholes, catch basins, retention walls, storm ponds, culverts/riprap) shall be setback a minimum of 7 meters from the edge of the TCPL Pipeline Right-of-Way.
78. Planting and Vegetation Plans will minimize vegetation on the TCPL Pipeline Right-of-Way and ensure:
- a. A 5 metre wide, continuous access way is provided on each side of the pipeline within the TCPL Pipeline Right-of-Way;
 - b. The TCPL Pipeline Right-of-Way is seeded with Canada #1 seed;
 - c. No portion of a tree or shrub (including the canopy) at the time of maturity encroaches within 5 metres of the edge of TCPL's facilities;
 - d. No trees or shrubs that will reach a height greater than 4 metres are planted within the TCPL Pipeline Right-of-Way;
 - e. Tree roots do not interfere with or cause damage to the pipeline.
 - f. A minimum 10 metre separation is established between all groups of trees/shrubs. A

group may consist of no more than 5 trees/shrubs; and

- g. Where high-pressure gas is contained within an enclosed building (such as a metre station or building housing a compressor plant), trees and shrubs should be separated from the building by a minimum of 30 metres.

79. Sidewalks/Pathways may be permitted within the TCPL Pipeline Right-of-Way but must:

- a. Not exceed 3 metres in width;
- b. Maintain a minimum separation of 5 metres from the edge of the facility at all points where the pathway travels along the same direction (i.e. paralleling) as the facility within the TCPL Pipeline Right-of-Way;
- c. Cross TCPL's pipeline as close to 90 degrees as possible, but no less than 45 degrees;
- d. Limit crossings to 1 per city block (approx. 200 metres)
- e. Use company supplied signage for crossings installed by a Third Party; and
- f. Have expansion joints installed 3 metres on either side of TCPL's pipeline(s) if the pathway is cement or asphalt.

80. Where TCPL consents to any ground disturbances in proximity to any TCPL pipeline, the original depth of cover over the pipelines within the TCPL Pipeline Right-of-Way shall be restored after construction. This depth of cover over the pipelines shall not be compromised due to rutting, erosion or other means.

81. Facilities shall be constructed to ensure that drainage is directed away from the TCPL Pipeline Right-of-Way so that erosion that would adversely affect the depth of cover over the pipelines does not occur. Catchment basins, drainage swales or berms are not permitted within the TCPL Pipeline Right-of-Way. All infrastructure associated with site servicing, grading, and stormwater management (e.g. subdrains, manholes, catchbasins, retention walls, storm ponds, culverts/riprap) shall be setback a minimum of 7 meters from the edge of the TCPL Pipeline Right-of-Way.

82. Should pooling of water or erosion occur on the TCPL Pipeline Right-of-Way as a result of any facility installation or landscaping, the Proponent will be responsible for the remediation to TCPL's satisfaction.

83. Any large-scale excavation adjacent to the TCPL Pipeline Right-of-Way, which is deeper than the bottom of the pipe, must incorporate an appropriate setback from the TCPL Right-of-Way and must maintain a slope of 3:1 away from the edge of the TCPL Pipeline Right-of-Way.

84. Mechanical excavation within 5 metres of the edge of TCPL's pipeline is prohibited. Hand or hydrovac excavation must be utilized within this distance.

85. In no event shall TCPL be held liable to the Proponent respecting any loss of or damage to the Proponent's Facility, which the Proponent may suffer or incur as a result of the operations of TCPL. The Proponent shall be responsible for all costs involved in replacing the Proponent's Facility damaged or removed during TCPL's operations and shall indemnify and save harmless TCPL from all actions, proceedings, claims, demands and costs brought against or incurred by TCPL as a result of the presence of or damage to the Proponent's Facility on the TCPL Pipeline Right-of-Way.
86. All display plans in the lot/home sales office shall identify the TCPL Pipeline Right-of-Way corridor within the proposed linear park block(s).
87. The Proponent shall include notice of the following in all offers of purchase and sale:
- Notice of the easement within or in proximity to the property which may be affected by development activities on the property;
 - Notice of the 30 metre Prescribed Area as regulated by the CER Act;
 - The number of high-pressure natural gas pipelines within the easement and the location of the easement in relation to the development;
 - The setback for all permanent structures and excavations from the limits of the TCPL Pipeline Right-of-Way; and,
 - The One Call number 1-800-400-2255 and website ClickBeforeYouDig.com or ontarioonecall.ca
88. If TCPL's pipelines experience contact damage or other damage as a result of construction, stop work immediately and notify TCPL at once.
89. All associated work, signage or any other engineering protection measures must be completed by TCPL or its qualified contractors at the sole expense of the Proponent. The complete scope of work that may be required is subject to other conditions that may be necessary related to a finalized design that is approved by TCPL. Additionally, prior to TCPL or its contractors conducting any associated work, TCPL and the Proponent must execute a reimbursement agreement, including financial assurances, which provides that the entire cost of conducting this associated work is 100% reimbursable to TCPL.
90. The Proponent shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.

Region of Peel

91. Prior to registration of the subdivision, the Developer shall execute a Subdivision Agreement with the local municipality and the 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.

92. Provision shall be made in the Subdivision Agreement that the Developer acknowledges and agrees that 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.

93. Provision shall be made in the Subdivision Agreement that with respect to:

- a. If it is determined that there is an underpayment of hard service residential development charges, the Developer shall be responsible for payment thereof forthwith upon request;
- b. Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
- c. Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks) payable prior to the issuance of building permits; pursuant to the Region's Development Charges By-law, as amended from time to time.

94. In respect of the water meter fees:

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

95. As a condition of registration of this Plan or any phase thereof, the Developer shall gratuitously dedicate, free and clear of all encumbrances and contamination 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 identified below:
 - i) Mid-block Right-of-Way requirement is 45 metres, 22.5 metres measured from the centreline of The Gore Road;
 - ii) 45 metres within a municipal intersection, Right-of-Way requirement is 50.5 metres, 25.24 metres measured from the centreline of The Gore Road;
 - iii) 15 metre x 15 metre daylight triangle at the intersection of the future East-West arterial and The Gore Road; and,
 - iv) 0.3 metre reserves along the frontage of The Gore Road.
- 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.

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

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

97. 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.

98. 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.

99. 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, if required, shall be installed at the property line and be to the City of Brampton's Noise Wall specifications with steel posts. The Region's requirements shall 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 stormwater 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.

100. The Developer shall acknowledge and agree that:

- a. 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;
- b. 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;
- c. Any road access/improvement works as identified in the Traffic Impact Study, including design and construction costs, shall be 100% the Developer's responsibility.

101. 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 \$380,000.00 (HST included) (50% of a four-way Permanent Traffic Signals with the multi-use pathway), as amended from time to time, for future traffic control signals at the intersection of Street 1 and The Gore Road on the draft approved plan. 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's Public Works Department, a Letter of Credit in the amount of \$175,000 (HST included) (50% of a four-way Temporary Traffic Signals), as amended from time to time, for interim traffic control signals at the intersection of Arterial East/West Road and The Gore Road on the draft approved plan. All actual costs associated with the traffic control signals at the Regional Road intersections shall be borne by the Developer;
- c. The Developer shall provide to the Region's Public Works Department, a certified cheque in the amount of \$74,575.08 (HST included), as amended from time to time, for maintenance of future traffic control signals at the intersection of Arterial East/West Road

and The Gore Road on the draft approved plan;

- d. 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, as amended from time to time. 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; and,
- e. The Developer shall be 100% financial responsibility 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. Prior to the commencement of such works within the Region's right-of-way, the Developer shall submit Securities in the total amount of the estimated cost to construct the required road and access works within the Region's right-of-way.

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

102. 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 the development and provision for external lands;
- b. A Storm Drainage Study Report to determine and demonstrate, to the satisfaction of the Region, that there are no adverse effects of the proposal on the existing structures and drainage along The Gore Road; and,
- c. A noise abatement report for lots adjacent to The Gore Road.

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

103. 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.

104. The Developer shall acknowledge and agree that the Developer is responsible for all costs associated with the relocation of existing services to accommodate the development. The Developer shall make appropriate arrangements with the Region regarding financing and relocation of Regional services prior to execution of the Subdivision Agreement. A clause(s) shall be included in the Subdivision Agreement in respect of same.

105. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region for review and approval and shall submit all engineering drawings in the digital

format in accordance with the latest Region's Digital Format Guidelines.

106. The Developer shall acknowledge and agree that their consultant is required to provide "as constructed" drawings within sixty (60) days of issuance of Preliminary Approval of the underground services. The "as constructed" drawings must be submitted in the digital format in accordance with 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's Public Works Design, Standards Specifications and Procedures. A clause shall be included in the Subdivision Agreement in respect of same.
107. 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 calculated and charged 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.
108. The Developer shall agree that neither the Developer nor any Builder will apply for building permits for any lots or blocks within the plan of subdivision until the Region's Public Works Department has issued Preliminary Acceptance and provided notice to the local municipality stating that internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing that the internal and external sanitary sewers and watermains, including fire protection, have been constructed, inspected and shall function in accordance with the detailed design as approved by the Region. A clause shall be included in the Subdivision Agreement in respect of same.
109. 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.

110. Provision shall be made in the Subdivision Agreement that the Developer acknowledges the Region's responsibility to provide safe drinking water in Peel and to provide reliable delivery of wastewater services, including protection of the environment. The Developer shall confirm its familiarity with the Region's Drinking Water Quality Management System (QMS) and Wastewater Integrated Management System (IMS), which require that drinking water and municipal wastewater meet all applicable legislative and regulatory requirements and that the QMS/IMS be continually maintained and improved.

111. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge that the Region's drinking water systems are governed by Province of Ontario legislation, and that every person authorized to carry out work on any aspect of the Region's drinking water system, including construction, extension, system modification, and operation, must be familiar with the Safe Drinking Water Act, 2002, applicable regulations, and the Drinking Water Works Permit and the Municipal Drinking Water License issued to the Region by the Ministry of the Environment, Conservation and Parks (MECP). The design and construction of any aspect of the drinking water system shall be conducted in compliance with the conditions of the Drinking Water Works Permit and the Region's Design, Standards Specification, and Procedures.

112. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge that Region's wastewater systems are governed by Province of Ontario legislation, and every person authorized to carry out work, including construction, extension, system modification, and operation of any aspect of the Region's wastewater system, must be familiar with the Environmental Protection Act, Ontario Water Resources Act and applicable regulations, including the Environmental Compliance Approval (ECA) issued to the Region by the MECP for wastewater infrastructure within the subdivision, and any required reporting and notification. The design and construction of any aspect of the wastewater

system shall be conducted in compliance with the conditions of the ECA and the Region's Design, Standards Specification, and Procedures.

113. Restriction on transfer or charge for all lots and blocks within the plan of subdivision, save and except those to be conveyed to the City and the Region, shall be registered on title to said lots and blocks prohibiting any transfer or charge of said lots and blocks without the consent of the Region until all external sanitary sewers and watermains to service this Plan have been completed to the Region's satisfaction. The Developer shall be responsible for all costs in respect of said restriction on title. Upon satisfactory evidence of the completion of the external sanitary sewers and watermains being provided to the Region, the Region shall release the S.118 restriction registered on title to the property, at the request of the Developer. A clause shall be included in the Subdivision Agreement in respect of same.
114. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that the Region may require the Developer to construct one or more water sampling stations at the Developer's sole cost within the plan of subdivision. The location of and the requirement for a water sampling station will be determined at the engineering review stage.
115. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge that prior to the issuance of preliminary acceptance, the Developer shall review the Drinking Water QMS, available on the Region's website at <https://www.peelregion.ca/construction/>, including sections on compliance with applicable legislation, and confirm its familiarity of the same.
116. The Developer shall maintain adequate chlorine residuals in the watermains within the plan from the time the watermains are connected to the municipal system until such time as the Region issues Final Acceptance. To maintain adequate chlorine residuals, the Developer shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Developer pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.
117. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge that if the development is delayed such that 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 any watermain(s) be cut and capped at the cost of the Developer. Re-commissioning of the watermain(s), as required by legislation, will be at the cost of the Developer.
118. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge that they will be solely responsible for all utility locates of infrastructure works servicing the subdivision from the time of their installation until final assumption of the subdivision.
119. The Developer shall acknowledge that the Developer has full responsibility to ensure

compliance with the Environmental Protection Act (EPA) and all other legislative requirements including Ontario Regulation (O.Reg.) 406/19- Onsite and Excess Soil Management. The Developer shall be familiar with and meet the objectives of O.Reg. 406/19 for all work completed. A Clause shall be included in the Subdivision Agreement in respect of same.

120. The Owner shall include warning clauses in any agreement of purchase and sale advising prospective purchasers of Peel's access requirements for the maintenance, operation, replacement, and repair of its infrastructure as follows:
121. The Owner shall include warning clauses in any agreement of purchase and sale advising prospective purchasers of Peel's access requirements for the maintenance, operation, replacement, and repair of its infrastructure as follows:
- a. "The owner/purchaser is advised that a water shut-off valve is located on the lot adjacent to the street. The owner/purchaser shall not block the shut-off valve and shall keep the area free and clear of buildings, structures, stairs, retaining walls, landscaping, etc. which may impede the use of the shut-off valve. For more information on the location of the water shut-off valve, please contact the Region of Peel, Public Works Department."
 - b. "Should Peel undertake any maintenance, replacement, or repair of its infrastructure, including water shut off valves, main line valve boxes and hydrant, and water and sanitary sewer pipes, Peel will restore the disturbed area, which includes the public right of way and private-side, with grass in soft landscape areas and asphalt in hard landscape areas. Should the purchaser/homeowner choose to utilize other more expensive soft or hard landscaping, the purchaser/homeowner will be responsible for the restoration of the disturbed area to the original condition at the purchaser/homeowner's expense. For further clarity, Peel will not be responsible for any restoration costs of disturbed areas above that of grass and/or asphalt upon completion of infrastructure works."

These clauses shall be inserted into any succeeding lease, sublease or sales agreement, and shall be binding not only on the purchaser but also their respective successors and assigns.

122. 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.
123. A clause shall be included in the Subdivision Agreement requiring that a noise impact study shall be required as part of a complete Site Plan application(s) for Block 28 on the draft approved plan, and that prior to any Site Plan Approval for this block, the noise impact study shall be 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.

124. Prior to registration of the plan of subdivision, the Developer shall:

- a. Submit an O.Reg. 153/04 compliant satisfactory Phase Two Environmental Site Assessment, which includes soil and groundwater sampling on land being dedicated to the Region of Peel, to the Region for review and acceptance.
- b. Carry out all recommendations of the report to the satisfaction of the Region.

Clause(s) shall be inserted in the Subdivision Agreement in respect of same.

125. 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.

126. The Developer agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:

- a. A copy of the final signed M-Plan;
- b. A copy of the final draft R-Plan(s); and
- c. The documents required pursuant to the Subdivision Agreement required by the registration of this plan.

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

Administrative — Clearance of Conditions

127. 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.

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