

**SCHEDULE "A"
CONDITIONS OF DRAFT APPROVAL****DRAFT APPROVAL**

DATE: xxxxxxx, 2021

APPLICANT: Candevcon Limited

SUBJECT: **Draft Plan of Subdivision
Candevcon Limited – 2639509 Ontario Limited
City of Brampton
File: 21T-19008B
City File: C03W14.008
Planner: Andrew Ramsammy**

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 October 19, 2018.

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. 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.

Studies

11. 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

12. 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.
13. 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

14. 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

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

EXTERNAL CONDITIONS**Cost-share Agreement**

16. 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

17. 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

18. That the applicant shall agree in the Servicing and/or Subdivision Agreement to include the following warning clauses in all offers of purchase and sale of residential lots until the permanent school for the area has been completed.

"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."

"That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board."

Peel District School Board

19. The Peel District School Board requires the following clause be placed in any agreement of purchase and sale entered into with respect to any units on this plan, within a period of five years from the date of registration of the development agreement:

- a) "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."

- b) "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."

Enbridge Gas Distribution

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

20. 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.
21. 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.

Rogers Telecommunications

Prior to registration of the subdivision, the owner shall:

22. 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.
23. 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:

24. Agree in the subdivision agreement, in words satisfactory to Bell Canada, that in the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements

Alectra Utilites

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

25. The owner/developer shall grant all necessary aerial or underground easements, as may be required to service this development, at no cost to Alectra Utilities. These will be confirmed during the final design of the roads and subdivision.

26. 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.
27. The owner/developer shall be responsible for the cost of the relocation of existing plant to accommodate the new road(s).
28. 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. The owner/developer shall be responsible for the costs associated with the hydro plant expansion to supply the development.
29. 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.

Hydro/Telecommunications

30. Prior to the release of the plan for registration, the owner must submit in writing, evidence to the Commissioner, Planning and Development Services Department 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

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

Region of Peel Conditions of Draft Approval

As per the Conditions of Draft Approval for Draft Plan of Subdivision 21T-19008B, the developer is required to fulfill the Conditions to the satisfaction of the Region. Release for Registration will not be provided by the Region until such time as all Regional requirements have been satisfactorily addressed.

General Comments

The following general comments are provided to assist the developer in the preparation of the related drawings.

Sanitary Sewer Facilities

- Municipal sanitary sewer facilities consist of a 250mm sanitary sewer on Caillac Crescent.

Water Facilities

- The lands are located in Water Pressure Zone 6.

- Existing infrastructure consists of a 200mm watermain on Cadillac Crescent and a 750mm watermain on the west side of Creditview Road. Connection to the 750mm watermain is not permitted.

Functional Servicing Report

- The Region has reviewed the FSR (dated October 2018) prepared by Candevcon. A Hydrant Flow Test was not included. A revised FSR inclusive of a Hydrant Flow Test is required for Regional review and approval.

Development Charges

- The Developer acknowledges that the lands are subject to the Region's Development Charges By-law in effect from time to time. The applicable development charges shall be paid in the manner and at the times provided by this By-law.

Capital Budget

- There is no negative impact upon the Regional Capital Budget as this development does not create a need for sanitary sewer, watermain, or road improvements in the Five Year Capital Budget and Forecast.

Waste Management Requirements

- The Region of Peel will provide curbside waste collection provided that future submissions satisfy the requirements outlined in sections 2.0 and 3.0 of the Waste Collection Design Standards Manual.
- For more information, please consult the Waste Collection Design Standards Manual available at: <https://www.peelregion.ca/pw/standards/design/waste-collection-design-manual-2016.pdf>

Conditions of Draft Approval

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

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

2. Provision shall be made in the Subdivision Agreement with respect to:
- a) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
 - b) Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks);

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

Water Meter Fees

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

Drawings – Servicing and “As Constructed”

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

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

General Conditions

6. 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.

7. Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval:

a. Revised Functional Servicing Report showing the proposed sanitary sewer, storm sewer and water servicing plans for the development.

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

9. 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.

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

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

11. In respect of servicing existing properties within the zone of influence if 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
- c. 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.
- d. Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.

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

12. 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, municipal water and sanitary sewer works including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing that that the municipal water and sanitary sewer works 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.

13. The owner is responsible for the removal of existing services that will not be utilized. Removal of said services shall be carried out in accordance with the Region's standards as amended from time to time and at the sole expense of the Applicant.

14. Servicing for the proposed development must comply with the City's Requirements for the Ontario Building Code and most current Region of Peel Design, Standard Specification and Procedures

15. All works associated with the servicing of this site will be at the applicant's expense. The applicant will also be responsible for the payment of applicable fees, DC charges, legal costs and all other costs associated with the development of this site.

16. 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.

17. 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. Easement and conveyance documents required pursuant to this Agreement and the registration of this plan.

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

Administrative — Clearance of Conditions

32. Prior to the signing of the final plan by the Commissioner, Planning and Development Services Department, 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 5:

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

