

APPENDIX 11

CONDITIONS OF DRAFT APPROVAL OF SUBDIVISION

**SCHEDULE A
CONDITIONS OF DRAFT APPROVAL**

**DRAFT APPROVAL
DATE:** (Day After Last Day for Filing an Appeal if No Appeal
has been Filed)

SUBJECT: Draft Plan of Subdivision
City of Brampton
C05W06.007
Planner: Bindu Shah

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

The final plan shall conform to the draft plan prepared by R-PE Surveying Ltd. Dated October 24, 2019.

Prior to Registration:

Prior to registration, the limit of development of the plan shall be updated to conform with the limit of development illustrated in the approved "Addendum to the Environmental Implementation Report for Riverview Heights Block 40-3, City of Brampton: Shayma Dick Holdings Inc., Kendalwood Land Development Inc. and 2570606 Ontario Inc. Subdivision 21T-06026B" prepared by SLR and dated January 2020.

Subdivision Agreement

1. 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:

- a) 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.
- b) 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.
- c) Financial issues such as cash contributions, levies (development charges), land dedications or reserves, securities or letters of credit.
- d) 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

- 2. 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

- 3. 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

4. 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.
5. Prior to approval of registration of the Plan applicant shall gratuitously pre-dedicate land for Heritage Road widening, temporary grading easement/permanent aerial easement/permanent anchor easements on private property, as recommended by the EA along Heritage Road widening from Steeles Avenue to Rivermont Road.
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) and the City's Parkland Dedication By-law, as amended.
11. The current Plan yields a projected Parkland Dedication requirement of 1.79 ha (4.43 ac.) based on Section 51.1 of the Planning Act and in accordance with By-

law 41-2000 (as amended). The Owner shall convey Block 440 totaling 1.91 ha (4.72 ac.) in fulfillment of the projected Parkland Dedication requirements. This results in a projected parkland over-dedication of 0.12 ha (0.29 ac.). As this plan is one of the two Great Gulf plans involved in the Agreement of Purchase and Sale (APS) for the Community Park located in this Block Plan, final calculations for this plan will be detailed in the Subdivision Agreement. The final reconciling of the parkland dedication requirements associated with the two subject plans involved in the APS will be addressed in conjunction with the final phase of the final plan

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. Prior to registration, the Owner shall demonstrate to the satisfaction of the Commissioner, Planning and Development Services, how each of the applicable requirements of the approved Block Plan Area 40-3 Growth Management Staging and Sequencing Strategy have been met.
14. The Owner will need to demonstrate that they have signed onto the Bram West 40-3 Cost Sharing Agreement.

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.

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.

Traffic

18. The Owner agrees to the following conditions of draft plan approval:

- a) Driveways shall not encroach within intersection daylighting (rounded or triangles), and/or all driveway locations shall adhere to Section 10.12 of the residential zoning bylaw, which states "The minimum distance measured along a lot line between a driveway and the actual or projected point of intersection of two streets shall be 6.0 metres." Where intersection daylighting exceeds 6.0 metres, driveway locations will not be permitted to encroach within intersection daylighting.
- b) Curb radii – curb radii are to adhere to City standard drawing #245.
- c) Road Elbows – Road Elbows must adhere with City standard drawing #215.
- d) Inscribed Circle Diameter (ICD) is required to meet a minimum 40 metre diameter for a single lane roundabout.
- e) Spine Roads - Prior to registration of the plan of subdivision, the Owner shall make arrangements for the acquisition and delivery of Rivermont Road, between Heritage Road and Merrimac Drive in its entirety. This includes the daylighting at all intersections exterior to the plan.
- f) Evening Sun Crescent will be restricted to right-in/right-out operations only by means of a raised center concrete median on Rivermont Road, or eliminate the intersection from the draft plan of subdivision.
- g) Temporary Cul-de-Sacs – may be required at the northerly limits of Warm Springs drive, Lacrosse Street, Fountainhead Street and Fetter Road.
- h) Unless and until Warm Springs Crescent is delivered in its entirety, several lots will be required to be frozen. (probable lots 3-to-15, 413-to-415, 388 & 389, 362, 377 & 378).
- i) The Owner is required to provide for Canada Post community mailbox locations, ensuring that community mailboxes are located on local roads and not near major intersections.
- j) Vertical curves – grade changes in excess of 2% must be designed by means of a vertical curve for the design speed specified and depicted on the first engineering drawings to the satisfaction of the commissioner of Public Works.

- k) Road alignments – The horizontal and vertical alignments of all roads, including their intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern and intersection alignments may be required.
- l) Cul-de-Sacs – The Owner agrees to provide a temporary turning circle (cul-de-sac) at the proposed westerly leg of the Fountainhead Crescent terminus, including a 0.3m reserve across the limit of the proposed ROW, to the satisfaction of the Commissioner, Public Works & Engineering.
- m) Parking – Parking supply is to be as per the City zoning requirements.
- n) ROW – Minimum 17.0 metre, 20.0 metre, 23.0 metre etc. right-of-way, as per City standard drawings are required.
- o) Traffic Circles – The traffic circle intersection geometrics shall be designed to the latest City standards and requirements. (see attached pdf) In this regard, minor revisions to the road pattern and intersection alignments may be required as determined through detailed engineering processing.
- p) 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.
- q) 0.3m Reserves – are required at the following locations:
 - i. Along the entire municipal right-of-way frontages of blocks 436 & 438. This includes the Rivermont Road frontage for block 438, and the Rivermont & Rolinry frontages for Block 436.
 - ii. At the northerly limit of the easterly leg of Fountainhead Crescent.
- r) Prior to registration, the City, at its own discretion, may require the early dedication of all roads, or portions thereof.
- s) Driveways width requirements are: 3.5m (single), 6.0m (double), 7.3m (shared).
- t) Driveway minimum separation from adjacent property lines unless coupled is 0.6 metres.
- u) Utility clearance of 1.5 metres from residential driveways is required.

- v) Direct frontage residential on Rivermont Road is not supportable. Rivermont Road will see cut-through traffic between Heritage Road and Embleton Road. Cut-through traffic reduces safety and generally operates at higher speeds than what is posted.

Building

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

- 19. Prior to registration of the Plan, or any phase thereof, provide a final version of the detailed soils investigation of the site prepared, signed and sealed by a qualified Geotechnical Engineer.
- 20. Prior to registration of the Plan, or any phase thereof, provide confirmation to the Chief Building Official of the filing of the Record of Site Condition in the Environmental Site Registry in compliance with the most current regulations.
- 21. Prior to the initiation of any site grading/servicing and prior to registration, the Owner shall provide a report identifying all existing water wells and private sewage disposal systems on the lands. The Owner shall provide verification to the satisfaction of the City's Chief Building Official that all water wells and septic systems identified have been decommissioned in accordance with all applicable laws and regulations.

Building Removal

- 22. Prior to registration, the Owner shall remove any existing buildings on the site.

Exposed Basements

- 23. Where a building style incorporating an exposed basement is proposed, the external treatment of the exposed basement shall be consistent with the exterior treatment of the balance of the structure.

Fire Break Lots

- 24. For those lots designated as fire break lots by the Building Division the erection of the superstructure shall be permitted only upon the approval of the Chief Building Official.

Foundations

- 25. Prior to the issuance of any building permit, the Owner shall provide an engineering report, to the satisfaction of the Chief Building Official, indicating

special foundation requirements, if any, to support structures that may be erected on disturbed ground or lots where filling has occurred.

Noise Abatement

26. Prior to registration, site plan approval, and prior to the Owner entering into any purchase and sale agreements, the Owner shall engage the services of a qualified acoustical consultant to complete a noise study recommending noise control measures satisfactory to the City (and Region of Peel when requested by the Region). A copy of this report shall be provided to the City's Chief Building Official.
27. The noise control measures and noise warnings recommended by the acoustical report shall be implemented to the satisfaction of the City of Brampton. (and Region of Peel as required).
28. Prior to registration and site plan approval the Owner shall prepare a Noise Attenuation Statement, a copy of which shall be provided to the City's Chief Building Official.
29. Prior to the issuance of any building permits, the Owner shall provide the City's Chief Building Official with a certificate certifying that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved acoustical report and the approved plans.

Municipal Addressing

30. Prior to registration, the Owner shall forward 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.

Capital Works

31. Prior to approval of registration of the Plan applicant shall gratuitously pre-dedicate land for Heritage Road widening, temporary grading easement/permanent aerial easement/permanent anchor easements on private property, as recommended by the EA along Heritage Road widening from Steeles Ave to Rivermont Rd.

Engineering

The Owner agrees to the following comments / requirements are applicable as a condition of draft plan approval.

Environmental Engineering – Acoustic

32. As part of the first engineering submission, the Owner's consultant shall submit a detailed noise report prepared by a qualified acoustical consultant recommending noise control measures satisfactory to the Engineering and Development Services Division, in consultation with the Region of Peel as necessary. A copy of the report shall also be provided to the City's Chief Building Official.
33. The noise control measures and noise warnings recommended by the noise report shall be implemented to the satisfaction of the Engineering Division.
34. As part of the first engineering submission, the Owner shall prepare and submit a Noise Attenuation Statement. A copy of the final approved Noise Attenuation Statement shall also be provided to the City's Chief Building Official.
35. The Owner will include the following clause in the Noise Schedule of the Subdivision Agreement: "Prior to the issuance of any Building Permits, the Owner agrees to provide the City's Chief Building Official with a certificate certifying that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved noise report and the approved plans.

Environmental

36. Prior to the initiation of any grading or construction on the site the Owner shall install adequate sediment and erosion control measures to the satisfaction of the City of Brampton and Credit Valley Conservation Authority. These measures shall remain in place until all grading and construction on the site are completed.

Stormwater Management

37. Prior to the initiation of any site grading or servicing and as part of the first engineering submission, the Owner shall provide a Stormwater Management Report which describes the existing and proposed stormwater drainage systems for the proposed development.

Building Permit Requirements

38. The Owner agrees not to offer for sale and not to apply for building permits for lots 5 to 13 both inclusive, and Block 446 until such time that the balance of Warm Springs Drive external to the plan is acquired and conveyed to the City of Brampton to complete the full Right Of Way.

Registration Timing

39. The Owner acknowledges and agrees that registration of this plan is dependent on the prior registration of the adjacent plan to the east and south for access and servicing.

Road Reconstruction/Cash Contributions

40. The Owner acknowledges and agrees that if the temporary turning circles internal to the Plan, are still required at the time of assumption of the subdivision, then the Owner will provide a cash contribution as determined by the City's Commissioner of Public Works & Engineering towards the future removal of the temporary turning circles and complete construction of the ultimate road once extended. The value of the cash contribution shall be established by the City's Commissioner of Public Works & Engineering or designate prior to the assumption of the subdivision.
41. The Owner agrees to provide cash-in-lieu for any infrastructure internal to the plan that cannot be feasibly constructed, to the subdivision limits, due to grading and/or other servicing constraints. The value of the cash-in-lieu shall be established by the City's Commissioner of Public Works & Engineering or designate prior to the registration of the subdivision.

Financial Impact

42. Development charges will be made payable to the City in accordance with the Development Charges By-law in effect at the time of payment.
43. No credits are anticipated with respect to the Transportation Component of the City Per Unit Levy to be assessed to this development.

Sidewalks

44. Prior to the first engineering submission, the Owner shall submit a sidewalk and parking plan.

Land Dedications and Easements

45. Sufficient right of way for all roads associated with the plan and all easements required for proper servicing of the plan shall be granted gratuitously to the appropriate authority. The precise limits of the required land dedications and easements are to be determined to the satisfaction of the City's Ontario Land Surveyor.
46. 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.

0.3 metre Reserves/Reserve Block(s)

47. The 0.3 m reserves and reserve blocks are to be deeded gratuitously to the City.

Warning Clauses

48. Warning clauses are to be included in the Agreements of Purchases and Sale and registered on the title of all affected lots and blocks noting.

49. Any noise control features required to meet the noise level objectives of the City, to the satisfaction of the City, with respect to all noise sources.

50. Any walkways or retaining walls that may evolve on the plan.

51. The possibility of future transit routes within the internal collector/local road network to serve the residents of this community, including possible establishment of transit stops and platforms.

Soil

52. Prior to the registration of this plan or any phase thereof, the Owner shall provide a copy of a Record of Site Condition and confirmation of the filing of the Record of site Condition in the Environmental Site Registry.

Subdivision Agreement

53. The Owner will be required to enter into a Subdivision Agreement with the City for the construction of municipal services associated with these lands. The underground and aboveground municipal services are to be constructed in accordance with the latest O.P.S. and/or City standards and requirements, as applicable. Development of the lands shall be staged to the satisfaction of the City.

54. The Owner will be required to provide the City with comprehensive insurance coverage, a financial guarantee for the installation of municipal works and maintain the municipal works in accordance with Clauses 27 Insurance, 24 Financial and 17 Maintenance Periods respectively, of the applicable standard Subdivision Agreement.

Site Grading/Erosion and Sediment Control By-law

55. The Owner will be responsible for the proper drainage of all lands abutting the plan. An overall lot/block grading plan must be prepared by the Owner's Engineering Consultant to form part of the Subdivision Agreement.
56. Draft Plans which are within 30 metres of the watercourse and/or which are comprised of an area in excess of 1 hectare shall be subject to the provisions of the Fill By-law No.143-95, as amended. The Owner will be required to apply for and obtain a Fill Permit prior to undertaking any land stripping or regrading activities within these lands. An irrevocable letter of credit is required to cover 100% of the estimated cost of site control measures plus 10% allowance for contingencies, as per Schedule 'A' to the By-law.

Storm Drainage

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

Sanitary and Water Service

59. Prior to servicing or registration of the plan, the Region of Peel is to confirm that all portions of this plan will be provided with adequate water and sanitary servicing

Soil Conditions

60. The Owner is required to retain a Geotechnical Consultant to prepare a detailed Soils Report. At first engineering submission, the Soils Report will be reviewed by the City and Ministry of Environment and Energy if necessary. Prior to the registration or servicing of this plan, the approved procedures are to be incorporated into the Subdivision Agreement.

Streetlighting

61. Streetlighting is to be provided by the Owner in accordance with the City's latest standards and requirements. In addition to streetlighting within the plan, the facilities at the intersections of the proposed road(s) with the boundary roads are to be examined and if necessary, upgraded.

Signs

62. All street and traffic signs required for this plan are to be supplied, erected and maintained in accordance with the provisions of the Subdivision Agreement by and at the expense of the Owner.

Utilities

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

Removal of Existing Buildings

67. The Security & Payment Statement of the Subdivision Agreement is to include sufficient securities to guarantee the removal of any existing buildings within the plan that will not conform to the requirements of the Zoning By-law after registration of the plan.

City Road Maintenance/Construction Access

68. The Owner will be responsible for maintaining City Roadways within and in the vicinity of this development in a state satisfactory to the Commissioner of Public Works & Engineering until all construction and building activity is complete. Securities shall be included in the Security & Payment Statement of the Subdivision Agreement.

69. A construction access and the route for same will be finalized during processing of detailed engineering submissions. The construction access shall remain open at the discretion of the Commissioner of Public Works & Engineering.

Road Design

70. All internal roads shall be constructed by the Owner and shall have asphalt pavement complete with concrete curbs and gutters designed and constructed in accordance with the latest O.P.S and /or City standards and requirements, as applicable.
71. The horizontal and vertical alignments of all roads, including their relative intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern may be required to accommodate intersection alignments and locations specified for bus bays and loading platforms.
72. All connecting roads shall be located such that they align precisely with their continuation beyond the limits of this Draft Plan.

Sodding of boulevards and private Lands/Maintenance of Undeveloped Lands

73. All portions of road allowance not covered by roads, sidewalks, splash pads, etc. shall be placed with 150 mm of topsoil and sodded with number 1 nursery sod.
74. The Owner is to provide the City with securities to ensure that each of the lots will be sodded and topsoiled to City standards with driveways being provided. A security is to be established at time of detailed processing and is to be maintained with the City until substantial completion of the lots, and the securities reduced at the discretion of the Commissioner of Public Works & Engineering.
75. Lots and blocks with which there are no immediate development proposals shall be graded, seeded and maintained to the satisfaction of the Commissioner of Public Works & Engineering, and securities shall be included in the Security & Payment Statement of the Agreement to guarantee this.

Acoustical

76. At first engineering submission, the Owner is to submit a Noise Report prepared by an Acoustical Consultant. The report is to address methods of dealing with acoustical aspects evolving from all the noise sources. The report should also detail the type of noise attenuation that will be implemented for all noise sources.

Community Postal Boxes

77. Community Postal Delivery Box locations are to be shown on the servicing drawings in locations approved by Canada Post and are to be installed to City & Canada Post requirements by the Owner when required by Canada Post or when constructing aboveground works, whichever is appropriate.

Preservicing

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

Parks

Prior to 1st Engineering Submission:

Hoarding of Natural Features:

80. The Owner shall erect and maintain in good condition, hoarding along the buffer of the Natural Heritage System (NHS) lands (NHS Block 441), and/or along the drip line of any vegetation identified for preservation in the approved Tree Evaluation Report, to the satisfaction of the Director, Environment & Development Engineering.

Notification Signage – Public Lands:

81. 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.

Prior to Registration:

The following are requirements that the Owner shall be required to fulfill prior to the release of the plan for registration. Items are listed alphabetically.

Active Transportation:

82. Pursuant to the Linkage, Connections and Circulation Plan, the Owner shall make satisfactory arrangements with the City, through the Subdivision Agreement, for

the provision of identified active transportation infrastructure identified for the plan, including but limited:

- a) Signed temporary alignment for the “Credit Valley Trail” along Rivermont Road from Embleton Road to Heritage Road;
- b) On-Street Bike Lanes on Rivermont Road; and

83. All infrastructure shall comply with city standards and include design and full development.

Future Trail Alignments/Connections:

84. The Owner shall agree to provide a pedestrian trail connection from SWMP Block 439 down into the valley (NHS Block 441) including detailed design, implementation and construction to the satisfaction of the Director of Environment and Development Engineering, Public Works & Engineering.

Community Information Maps:

85. The Owner shall prepare a detailed Homebuyers’ Information Map, based on the final M-plan, to the satisfaction of the City.

Entry Features:

86. A 1.01 metre wide (or larger if require) Entry Feature Blocks shall be identified at both corners of the intersection of Rivermont Road and Heritage Road and Embleton Road and Heritage Road. The Entry Feature Blocks will be located behind the daylight triangle. The Owner shall comply with the recommendations of the approved Riverview Heights 40-3 Community Design Guidelines (as amended and as applicable), to the satisfaction of the City.

Fencing:

87. 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 Riverview Heights 40-3 Community Design Guidelines (as amended and as applicable), for incorporation into the landscape drawings’ submission, to the satisfaction of the Director, Environment & Development Engineering.

Maintenance Fees:

88. 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.

89. 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) and shall be documented in Schedule 'G' of the Subdivision Agreement.

Plan Requirements for all Public Lands:

90. 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.

Signage for NHS:

91. Prior to plan registration the Owner shall submit a comprehensive signage package for the Natural Heritage System (NHS) lands, to the satisfaction of the Director, Environment & Development Engineering.

Streetscape Plans:

92. 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 Riverview Heights 40-3 Community Design Guidelines (as amended and as applicable).

Summary Requirements:

93. 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:

94. 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.

Warning Clauses – NHS & SWMP

95. 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 Natural Heritage System (NHS) open space and/or stormwater management blocks - (SWMP Block 439) and NHS Block 441) that:

“The subject blocks (name) may contain active recreational facilities. Purchasers are advised that residents close to these blocks may be disturbed by users and/or facilities within the subject blocks. For more information, please call the City of Brampton’s Public Works & Engineering Department at (905) 874-2050.”

Warning Clauses – Street Trees

96. 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 Public Works & Engineering Department at (905) 874-2050.”

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:

97. All identified parks, stormwater management ponds, Natural Heritage System (NHS) lands (including associated buffers) shall be conveyed to the City in a form and condition satisfactory to the Director, Environment & Development Engineering.

Development of all Public Lands:

98. 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 Director, Environment & Development Engineering.

Streetscape Implementation:

99. 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 Riverview Heights 40-3 Community

Design Guidelines (as amended and as applicable) and will include the implementation of boulevard and buffer planting, and entry features including all structures and planting.

Reimbursement for Creditable Work:

100. 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 twelve (12) months of the first building permit being issued for any lot or block in the plan of subdivision, unless an extension has been granted in writing by the City or unless a more rapid delivery of the (e.g. park/valleyland) block(s) is required to service existing residents.

As-Built Drawings:

101. 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.

Prior to Assumption:

Hazard Removal:

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

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).

Parks and Open Space Naming:

103. 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) Stormwater Management Pond Block '439' shall be identified as "Warm Springs Pond";
- b) Park Block '440' shall be identified as "Archway Park"; and
- c) NHS Valley Block '441' shall identified as part of the existing "Credit Valley".

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.

School Boards:

104. 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

105. The Owner shall agree in the subdivision agreement to erect signs at all major entrances to the proposed development advising of the following:

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

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

106. The following clauses to the satisfaction of the Dufferin-Peel Catholic District School Board:

"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

107. The Owner shall undertake the following to the satisfaction of the Peel District School Board:

- a) to erect and maintain signs to the satisfaction of the Peel District School Board at the 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.
- b) the following clauses in any agreement of purchase and sale entered into with respect to any units in the plan to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the Plan:

"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."

"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."

108. 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 Owner/Owner and the School Board(s) for this plan.

109. Prior to registration of the plan, the City requires that satisfactory arrangements shall have been made with the Peel District School Board for the acquisition, or reservation for future acquisition of Block 438 designated in the plan for public school expansion

110. The Owner is required to arrange a site inspection in order to assess the suitability for the construction of a school on Block 438.
111. A clause and securities be included in the servicing agreement which prohibits the stockpiling of any soils or material on School Block 438.
112. 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's School Accommodation Department prior to their establishment on Block 438.
113. The Owner will ensure that Community mailboxes are not located along the frontage of the School Block 438.
114. The Owner agrees that an addition, portables, boundary change and/or school re-organization may be required at the affected school(s) to accommodate the anticipated number of students from this development.

Canada Post

As a condition of draft approval, the Owner shall:

115. Consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
116. 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.
117. 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.
118. 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.

119. Will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
120. 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.
121. 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.
122. Will 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:

123. 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.
124. 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 Owner.
125. 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.
126. 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:

127. 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.

128. 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

As a condition of draft approval, the Owner shall:

129. Indicate 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.

130. Agree to contact Bell Canada during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development

Agree to confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of the existing telecommunication infrastructure

Alectra Utilites

As a condition of draft approval, the Owner shall:

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

132. enter into a servicing agreement (offer-to-connect) and will be responsible for the cost sharing as detailed in the offer-to-connect

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

134. 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.
135. be responsible for the costs associated with the hydro plant expansion to supply the development.
136. consult Alectra Utilities' (Brampton Hydro's) Conditions of Service, as they must adhere to all the conditions.

Credit Valley Conservation Authority

Conditions of Draft Approval:

137. The City of Brampton's Restricted Area Zoning Bylaw shall contain provisions which will place all lands within Block 441 in the appropriate public open space category.
138. Prior to the registration of the plan and any site grading and servicing in the respective phase, that the following information be prepared to the satisfaction of the CVC and the City of Brampton:
 - a) Detailed engineering and grading plans for the overall draft plan of subdivision, including the fulfilling of all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06;
 - b) Appropriate sediment and erosion control measures be implemented as approved by the Credit Valley Conservation and the City of Brampton, including the fulfilling of all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06.
 - c) Plans/reports demonstrating the details of the storm outfall, including the fulfilling of all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06;
139. Prior to the registration of the plan and/or any phase of the plan, the following information will be prepared to the satisfaction of CVC and the City of Brampton:
 - a) That prior to the issuance of building permits, confirmation be received from a qualified professional that the stormwater management facility has been constructed in accordance with the approved plans.

- b) That buffer restoration and landscape plans are submitted to the satisfaction of CVC and the City of Brampton in accordance with the approved EIS.
- c) That restoration/compensation landscape plans are submitted to the satisfaction of CVC and City of Brampton in accordance with the approved EIS.
- d) That details/plans showing any proposed trail alignment as applicable be submitted to the satisfaction of CVC and City of Brampton staff.
- e) That the Servicing Agreement between the Owner and the Municipality contain provisions, wherein the Owner agrees to:
 - i. carry out the works noted in Conditions #2 and 3.
 - ii. that a Warning Clause be included in the Agreements of Purchase and Sale advising the future landOwners of Lots 343-362 that the adjacent public land (i.e. NHS) will remain as a low maintenance environment.
 - iii. That a HomeOwner's Factsheet that describes the benefits of some landscape naturalization for lots backing onto the NHS, as an educational tool to promote enhancement, be completed and included as part of the Purchase of Sale Agreement prior to closing.

Hydro/Telecommunications

140. 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

141. 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

142. The Owner agrees 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.

Prior to execution of the Subdivision Agreement by the Region, the Owner shall:

143. Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Owner'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

144. 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.

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

145. Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
146. 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

In respect of water meter fees:

147. Prior to registration of the plan of subdivision, the Owner 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;
148. 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
149. A clause shall be included in the Subdivision Agreement that in the event of an underpayment of water meter fees, the Owner shall be responsible for payment thereof forthwith upon request.

Land Dedications

150. As a condition of registration of this Plan or any phase thereof, the Owner shall gratuitously dedicate, free and clear of all encumbrances and to the satisfaction of the Region:
- a) Regional Road #6 ("Embleton Road"). The Region's Official Plan road widening requirement for mid-block along Embleton Road is 30 metres

right-of-way (15.0 metres from the centerline). Additional property pursuant to the Region's Official Plan will be required within 245 metres of intersections as a result of design necessities to protect for the provision of but not limited to; utilities, sidewalks, multiuse pathways and transit bay/shelters: 35.5 metres for a single left turn lane intersection configuration (17.75 metres from the centerline of Embleton Road);

- b) 15m x 15m daylight triangles at the intersection of Embleton Road and Rivermont Road, Embleton Road and Heritage Road and 7.5m x 7.5m daylight triangles at the intersections of Embleton Road and Archway Drive, Embleton Road and Rolinry Street;
- c) A 0.3 metre reserve along the frontage of Embleton Road behind the property line and behind the daylight triangles;
- d) All necessary easements for proposed and existing Regional infrastructures as required by the Region to service the proposed plan and external lands.
- e) All costs associated with land transfers and easements shall be borne

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

Access

152. Prior to the Registration of the plan of subdivision the Owner shall remove any existing driveway/accesses along the frontage of Embleton Road that do not conform to the approved plans at its sole cost.

153. No lots or blocks shall have direct access to Embleton Road.

154. The Region has a future planned project for intersection improvements at the intersection of Embleton Road and Rivermont Road under project #20-4285. The Owner shall acknowledge and agree that ultimate road works required at the intersection of Embleton Road and Rivermont Road will be completed as part of this project.

155. The Region will accept in principle the location of the proposed Embleton Road/Rivermont Road intersection. The following interim improvements are required at the proposed intersection to facilitate the development:

- a) Eastbound left turn lane with 30 metres storage and taper designed to TAC standards
- b) Westbound right turn lane with 30 metres storage and taper designed to TAC standards
- c) Southbound left turn lane with 30 metres taper and 55 metres taper
- d) North leg to be designed to accommodate a future potential exclusive northbound right turn lane

156. Any interim road works required at the intersection of Embleton Road and Rivermont Road to facilitate this development will be at the sole cost of the Owner. The Owner shall be responsible for the design and construction costs of the intersection and any required road works. Prior to construction within the Region's right of way a detailed engineering submission designed, stamped, and dated by a Professional Licensed Ontario Engineer and a detail cost estimate of the proposed road and access works will require to be submitted to the Region for review and approvals. The engineering submission MUST include removals, new construction and grading, typical sections, and pavement marking and signage drawings, as well as plan and profile drawings.

157. All costs associated with the interim road and access works shall be the responsibility of and be borne by the Owner, including but not limited to traffic control signals, auxiliary lanes etc., required to service this development.

158. The Region will only permit restricted right in / right out movements at the intersection of Embleton Road and Archway Drive/Rolinry Street. Full movement access shall not be permitted.

159. The Region will accept in principle the location of the proposed right in/right out only Embleton Road/Archway Drive/Rolinry Street intersections. The following improvements are required at the proposed intersections to facilitate the development:

- a) Eastbound right turn lane with 30 metres storage and taper designed to TAC standards
- b) Westbound right turn lane with 35 metres storage and taper designed to TAC standards

160. The Owner shall include warning clauses reflecting the aforementioned intersection restriction in all Purchase and Sale and Lease Agreements.
161. Prior to registration of the plan of subdivision a restricted right in/right out intersection at Embleton Road and Archway Drive/Rolinry Street will be constructed to facilitate this development. The Owner will be responsible for the design and construction costs of the intersection and any required road works. Prior to construction within the Region's right of way a detailed engineering submission designed, stamped, and dated by a Professional Licensed Ontario Engineer and a detailed cost estimate of the proposed road and access works will require to be submitted to the Region for review and approval. The engineering submission MUST include removals, new construction and grading, typical sections, and pavement marking and signage drawings, as well as plan and profile drawings.
162. Prior to any grading, servicing and construction, the Owner 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 shall 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 the responsibility of and be borne by the Owner.
163. No direct access to the proposed Mixed Use Block 436 located at the southeast corner of Embleton Road and Archway Drive/Rolinry Street shall be permitted to Embleton Road. Access to this Block will require to be obtained via Rolinry Street and/or Rivermont Road.

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

164. Prior to the registration of the plan of subdivision, or any phase thereof:
- a) The Owner shall provide to the Region's Public Works Department a Letter of Credit in the amount of \$300,000 (HST included) for future traffic control signals at the intersection Embleton Road and Rivermont Road. All actual costs associated with the traffic control signals at the Regional road intersections shall be borne by the Owner.
 - b) The Owner shall provide to the Region, Public Works Department, a certified cheque in the amount of \$71,190.00 (HST included) for maintenance of future traffic control signals at the intersection of Embleton Road and Rivermont Road.

- c) The Owner 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 Owner 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 Owner shall be responsible 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 Owner shall submit to the Region the following:
 - i. A Letter of Credit in the total amount of the estimated cost to construct the required road and access works within the Region's right-of-way; and
 - ii. Engineering and inspection fees in the amount of 7% of the estimated cost of road and access works.
 - iii. Clauses shall be included in the Subdivision Agreement in respect of same.

Traffic/Development Engineering Conditions

165. Clauses shall be included in the Subdivision Agreement stating 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) 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.
- c) The Region's storm sewers are to be designed to convey run-offs from the right-of-way of regional roads only. Under no circumstance shall the flow of storm water from Blocks 416-423 and Block 436 be diverted to or along the Embleton Road right of way (by pipe or channel). All costs associated with the storm sewer conveyance shall be the responsibility of and be borne by the Owner.

- d) No alteration to grading within the Embleton Road right-of-way along the frontage of the Lands shall be permitted by the Region.
- e) 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.

166. The Owner agrees that Servicing of the subdivision will require:

- a) Intersection improvement works on Embleton Road at Rivermont Road which are the financial responsibility of the Region pursuant to the Region's Development Charges By-Law. Intersection improvement works are included in the Five Year Capital Budget and Forecast;
- b) Construction of oversized 400mm dia. Watermain along Rivermont Road which is the financial responsibility of the Region pursuant to the Region's Development Charges By-Law. This 400mm dia. watermain is included in the Region's Five Year Capital Budget and Forecast;
- c) Construction of oversized 525/600 mm dia. sanitary sewers along Rivermont Road which are the financial responsibility of the Region pursuant to the Region's Development Charges By-Law. These 525/600 mm dia. sanitary sewers are included in the Region's Five Year Capital Budget and Forecast; and
- d) The Owner shall make appropriate financial arrangements 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. The Owner is required to front end the cost of construction of said watermains and sanitary sewers.
- e) Clauses shall be included in the Subdivision Agreement in respect of same.

167. A Restriction on transfer or charge of 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 prior written consent of the Region shall be required until Embleton Road's access works and the external sanitary sewers and watermains to service this Plan have been completed to the Region's satisfaction. The Owner shall be responsible for all costs in respect of said restriction on title.

168. A Restriction on transfer or charge of Block 438 shall be registered on title to said block prohibiting any transfer or charge of the said block without the prior written consent of the Region, such Restriction shall be required until satisfactory arrangements are made with the Region with respect to provision of permanent access to the adjacent lands to the east of Block 438 to and from Rivermont Road, including the Owner making any necessary Planning Act applications to facilitate such access. The Owner shall be responsible for all costs in respect of said restriction on title.

Drawings – Servicing and “As Constructed”

169. Prior to servicing, the Owner’s engineer shall submit all engineering drawings in the digital format to the latest Region’s Digital Format Guidelines.

170. Within (60) days of preliminary acceptance of the underground services, the Owner’s engineer shall submit “As Constructed” drawings in digital format, pursuant to the latest Region’s Digital Format Guidelines. The Owner’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

171. Prior to the execution of the Subdivision Agreement, the Owner shall make appropriate arrangements with the Region regarding the financing and construction of Regional services if applicable to this development. Servicing may require the construction of oversized watermain/sanitary sewer, which is the financial responsibility of the Region as per the latest Development Charges By-law.

172. Provision shall be made in the Subdivision Agreement that the Owner is responsible for cleaning, flushing, pressure testing and shall maintain adequate chlorine residuals in new watermains within the subdivision from the time the watermains are connected to the municipal system until such time as the Region issues final acceptance. Sampling hydrants may also be required and will be determined at the engineering review stage.

173. Prior to construction, the Owner’s engineer shall submit all engineering drawings in MicroStation and pdf format, as per the latest requirements of the Region “Development Procedure Manual.”

174. Within 60 days of preliminary acceptance of the underground services, the Owner’s engineer is required to submit As-Constructed drawings in MicroStation

format, as per the latest requirements of the Region "Development Procedure Manual." The Owner's engineer is also required to provide ties to all main line valves, ties to individual water service boxes, linear lies 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."

175. Prior to the Regional granting clearance of the draft plan conditions of subdivision approval, the following must be forwarded to the Region's Legal Services Division:

- a) A copy of the final M-Plan;
- b) A copy of the final R-Plan; and
- c) The documents required as per Schedule B of the Subdivision Agreement.

176. Prior to registration of the subdivision, the Owner 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 Owner shall construct and design these services in accordance with the latest Region standards and requirements.

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

- a) A 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 Embleton Road;
- b) A Road Functional Design for the interim access works taking into account the ultimate Embleton Road improvement works. The design shall include the appropriate storage and taper lengths as well as the operation of the Transit bus bays.

178. Prior to servicing, the Owner shall submit a satisfactory engineering submission to the Region to review and approval.

179. Prior to registration of the plan of subdivision, the Owner shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Owner. 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.

180. Prior to registration of the plan of subdivision, the Owner shall ensure that all lots and blocks must be serviced via an internal road network; and

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

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

183. The Owner 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.

184. The Owner 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 Owner 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 Owner pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.

185. A clause shall be included in the Subdivision Agreement as follows:

- a) In respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;
- b) Until the issuance of Final Acceptance a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Owner shall provide temporary water supply to the residents upon notice by the Region and the Owner 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 Owner shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.

- c) The Owner 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:
 - ii. Bacteriological Analysis - Total coliform and E-coli counts
 - iii. Chemical Analysis - Nitrate Test
 - iv. Water level measurement below existing grade
- d) In the event that the test results are not within the Ontario Drinking Water Standards, the Owner shall notify in writing the HomeOwner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
- e) Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.

186. The Owner shall agree that neither the Owner 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 Mayfield Road/Street 'C' intersection improvement works and internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Owner's Consulting Engineer shall certify in writing that Mayfield Road/Street 'C' intersection and 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.

187. Prior to registration of the plan of subdivision a noise abatement report is required for lots adjacent to Embleton Road.
188. Prior to registration of the plan of subdivision, the Owner 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 Owner
189. The Owner agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:
- a) A copy of the final signed M-Plan
 - b) A copy of the final draft R-Plan(s); and
 - c) The documents required pursuant to Schedule B of the Subdivision Agreement and all associated documents.
 - d) A clause shall be included in the Subdivision Agreement in respect of same.

Administrative — Clearance of Conditions

190. 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:

Mr. Chris Fearon
Delivery Planning
Canada Post Corporation
193 Church Street, Suite 200
Oakville, Ontario
L6J 7S9

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

Ms. Bianca Bielski
Manager of Planning
Peel District School Board
5650 Hurontario Street
Mississauga, Ontario
L5R 106

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

Mr. Henry Gamboa
Alectra Utilities
175 Sandalwood Parkway West
Brampton, Ontario
L7A 1E8
Mr. Carlisle Williams
Bell Canada
Floor 5, 100 Borough Drive
Scarborough, Ontario
M1P 4W2

Mr. Hilvar Castellanos
Roger Cable Communications Inc.
3573 Wolfedale Road
Mississauga, Ontario
L5C 3T6

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

Ms. Dorothy Di Berto
Credit Valley Conservation Authority
1255 Old Derry Road,
Mississauga, Ontario
L4N6R4

Ms. Helen Mihailidi
Brattys Barristers and Solicitors
3751 Keele Street, Suite 200
Vaughan, Ontario
L4K 1Y2

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 Credit Valley Conservation Authority to clarify specific requirements prior to preparation of detailed engineering reports.