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# OZS-2020-0018 – CONDITIONS OF DRAFT APPROVAL

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**SCHEDULE "A"  
CONDITIONS OF DRAFT APPROVAL****DRAFT APPROVAL****DATE:** (Day After Last Day for Filing an Appeal if No Appeal has been Filed)**APPLICANT:** Gagnon Walker Domes Ltd.**SUBJECT:** Draft Plan of Subdivision  
Gagnon Walker Domes Ltd. c/o Gurpreet Gill  
21T-20006B  
City of Brampton  
OZS-2020-0018  
Planner: Nitika Jagtiani

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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 Gagnon Walker Domes (Project Number: 17.2386.00) dated April 29, 2020.

**Subdivision Agreement**

2. Prior to registration, the owner shall enter into a Subdivision Agreement and any other agreements deemed necessary by the City of Brampton, Region or any other approval authority.

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

- 2.1 Planning matters such as parkland/open space dedications and development, residential reserves, buffer blocks, tree preservation, trails, site development plan, utilities, architectural control, homebuyers' information map, heritage conservation and landscape plan approvals, phasing/staging of development, warning clauses and notices.

- 2.2 Engineering matters such as municipal services, road widening, construction and reconstruction, transit infrastructure, traffic signals, grading, fencing, well monitoring, septic systems, waste management, pressure testing/chlorination, noise mitigation and warning clauses.
- 2.3 Financial issues such as cash contributions, levies (development charges), land dedications or reserves, securities or letters of credit.
- 2.4 Details regarding all matters and requirements referenced in these conditions of draft approval may be provided by way of Comments and Conditions Memos from approval authorities, or from agencies and departments of the City and/or Region, in response to the circulation of the draft plan of subdivision. The conditions expressly identified in the Comments and Conditions Memos as referenced and/or attached to this draft approval and/or any such additional or amended Comments and Conditions Memos as may be provided to the owner in accordance with this draft approval shall be deemed to be conditions for the purposes of this draft approval. General requirements of the City's Subdivision Manual, Development Design Guidelines, Region's Design Criteria and Material Specification Manual, and Landscape Guidelines, as applicable and as amended or replaced from time to time, shall be implemented through the terms and conditions of the Subdivision Agreement.

### **Fees**

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

### **Zoning**

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

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

5. Prior to registration of the Plan, the owner shall gratuitously convey and/or dedicate any required road or highway widening, 0.3 m (1 ft.) reserves, walkways, sight triangles, radius roundings, buffer blocks other land required for municipal purposes and utility or drainage easements to the satisfaction of the City, Region, or other authority.

6. All lands which are to be conveyed to the City shall be free and clear of any and all encumbrances, unless otherwise approved by the City.

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

7. Prior to registration, the owner shall gratuitously convey all necessary external easements and lands for access, drainage, servicing, utility purposes and for any other municipal purposes, as may be required, to the appropriate municipality, agency or public authority. The owner is advised that no servicing works shall be permitted until the detailed engineering drawings are approved and external easements and lands granted.
8. All lands which are to be conveyed to the City shall be free and clear of any and all encumbrances, unless otherwise approved by the City.
9. Where the City has required as a condition of registration that the owner convey lands gratuitously to the City for municipal purposes, and where the lands have been so conveyed to the City, and where prior to assumption of the plan the City determines in its sole and absolute discretion that said lands (or any interest therein) are surplus to its requirements and are no longer required, then the City may reconvey said lands (or any interest therein) to the Owner, gratuitously, provided that the Owner shall be required to pay for any fees, taxes, and/or disbursements related to the reconveyance, including but not limited to registration fees and the cost of preparing and filing a reference plan.

### **Parkland Dedication**

10. Parkland Dedication requirements for the plan shall be in accordance with the Planning Act R.S.O. 1990, c. P. 13 as amended (the Planning Act), the City's Parkland Dedication By-law, as amended and Parks Planning Comments and Conditions Memo.

### **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.

### **Drawings**

12. 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**

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

**Cost-share Agreement**

14. Prior to registration the owner shall sign the Credit Valley Master Cost Sharing Agreement and the Credit Valley SP Sub-Area 2 Cost Sharing 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.
15. Prior to registration, the owner shall sign a local Cost Sharing Agreement for the extension of Hosta Street and related servicing in accordance with the Sub-Tertiary Plan prepared by GSAI (dated February 3, 2021), and appoint a Trustee for this Cost Sharing Agreement.

**School Boards**

16. 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**

17. 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."

18. 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.
19. That the owner shall agree in the Servicing and/or Subdivision Agreement to include the following warning clauses in all offers of purchase and sale of residential lots:

"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**

20. The owner shall undertake the following to the satisfaction of the Peel District School Board:

- a) Prior to final approval, the City of Brampton shall be advised by the School Board(s) that satisfactory arrangements regarding the provision and distribution of educational facilities have been made between the developer/applicant and the School Board(s) for this plan.
- b) 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.
- c) 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."

**Enbridge Gas Distribution**

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

21. Contact Enbridge Gas Distribution's Customer Connections Department by emailing [SalesArea20@enbridge.com](mailto: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.
22. 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:

23. 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.
24. 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.

**Alectra Utilites**

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

25. 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 road and subdivision.
26. enter into a servicing agreement (offer-to-connect) and will be responsible for the cost sharing as detailed in the offer-to-connect.
27. Be responsible for the costs associated with the hydro plan expansion to supply the development.

28. Be responsible for the costs of the relocation of existing plant to accommodate the new road(s) or driveway(s).
29. The owner/ developer shall contact Alectra Utilities Subdivisions Department to obtain a subdivision application form (SAF) and to discuss the electrical service installation requirements and schedule. The owner/developer shall submit the SAF at least 6 months prior to the start of electrical distribution system (EDS) installation. SAF is available by visiting [Find a Form | Alectra Utilities](#) (under Construction Services).

### **Credit Valley Conservation Authority**

30. The City of Brampton's Restricted Area Zoning Bylaw shall contain provisions which will place all lands within Block 6 (Wetland and Buffer) in an appropriate designation such that the natural heritage system is protected in perpetuity.
31. That the natural hazard on the property (Block 6) be gratuitously dedicated to the City of Brampton, as appropriate.
32. Prior to the registration of any phase of the plan and any site grading and servicing in the respective phase, that the following information, relevant to that phase, 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) Plans demonstrating the details of the emergency overland flow route, including the fulfilling of all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06.
  - c) Appropriate sediment and erosion control measures be implemented as approved by CVC and the City of Brampton.
33. 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 wetland buffer restoration and enhancement plans are submitted to the satisfaction of CVC and the City of Brampton.



- b) Plans/reports demonstrating the details of the proposed development within the regulated area, including the fulfilling of all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06.
- c) That a Warning Clause be included in the Agreements of Purchase and Sale advising the future landowners of Lot 4 and 5 that the adjacent public land (i.e., flood and erosion) will remain as a low maintenance environment.

### **Hydro/Telecommunications**

34. 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**

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**

35. 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.
36. 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

37. In respect of the water meter fees:

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

### Land Dedications

38. A provision shall be made in the subdivision agreement that:

- a) The Developer shall gratuitously transfer to the Region free and clear of all encumbrances and to the satisfaction of the Region:
- i. All necessary easements for proposed and existing Regional infrastructures as required by the Region to service the proposed plan and external lands.
- b) All costs associated with land transfers and easements shall be 100% the responsibility of the Developer.

### Traffic/Development Engineering Conditions

39. The Developer acknowledges and agrees that landscaping, signs, fences, gateway features, and any other encroachments shall not be permitted within the Region's easements and right-of-way.

40. Servicing of the subdivision will require:

- a) Construction (upsizing) of external 300mm diameter watermain along Creditview Road, as requested as part of the Springbrook Tertiary Plan Servicing Study, from Queen Street to approximately 160 meters north of Queen Street. The Developer shall make necessary arrangements in respect to design and construction of the 300mm diameter watermain at the sole cost and expense of the Developer.
- b) Existing water service and sanitary sewer connection on Creditview Road, if these are not being used to service Lot 1, must to be properly abandon and the road restored to the original condition or better.

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

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

41. Prior to servicing, the Developer’s engineer shall submit all engineering drawings in the digital format to the latest Region’s Digital Format Guidelines.
42. 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

43. 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.
44. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.
45. 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.

46. Prior to servicing the Region may require the Developer to construct a sampling hydrant (at the Developers cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.
47. 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.
48. 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.
49. In respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;
  - a. Until the issuance of Final Acceptance a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.

- b. The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
  - i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
    - a) Bacteriological Analysis - Total coliform and E-coli counts
    - b) Chemical Analysis - Nitrate Test
    - c) Water level measurement below existing grade
  - 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.

50. 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
51. 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**

52. 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:

*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

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

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

*Credit Valley Conservation Authority*  
1255 Old Derry Rd,  
Mississauga, Ontario

L5N 6R4

NOTE 3:

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

NOTE 4:

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