

**SCHEDULE "A"
CONDITIONS OF DRAFT APPROVAL****DRAFT APPROVAL****DATE:** (Day After Last Day for Filing an Appeal if No Appeal has been Filed)**APPLICANT:** KLM Planning Partners Inc.**SUBJECT:** Draft Plan of Subdivision
KLM Planning Partners Inc. – Upper Mayfield Estates Inc.
21T-22009B
City of Brampton
OZS-2022-0034
Planner: Emma Demelo
Ward: 10

In accordance with By-law 10-97 the Council of the City of Brampton has made a decision to authorize the draft approval of the above noted draft plan of subdivision subject to the following conditions.

Approved Plan and Redlines

1. The final plan shall conform to the draft plan prepared by KLM Planning Partners Inc. dated March 23rd, 2023.

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.

Heritage – Archaeological

3. The site shall be cleared of archaeological potential and the City must receive all Archaeological Assessments and Ministry Letters prior to Site Plan Approval and any and all permits being issued for this site.

Fees

4. 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

5. 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

6. 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.
7. 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

8. 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.

9. 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.
10. 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

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.

Studies

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

Staging

12. Development of the plan shall be staged to the satisfaction of the City and the Region in accordance with the approved Growth Management Staging and Sequencing Strategy. In this regard provision shall be made in the subdivision agreement to allow for the registration of this plan in phases, only in accordance with the approved Growth Management Staging and Sequencing Strategy.
13. Where a Growth Management Staging and Sequencing Strategy has not been required by the City, staging shall be based on the timing of essential services that serve the plan including, but not limited to: servicing capacity, road improvements, school availability, etc. In this regard the owner shall agree to enter into a phasing agreement, the provisions of which may be incorporated into the Subdivision agreement to allow the registration of this plan in phases.

Drawings

14. Prior to registration the owner shall submit drawings to the satisfaction of the City in consultation with the applicable agency and/or public authority for approval.

Servicing

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

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Cost-share Agreement

16. Prior to registration the owner shall sign the Landowners Cost Share Agreement (or other named agreement), and provide the City with a written acknowledgment from the Trustee appointed pursuant to the agreement, that the owner has signed the agreement and has delivered the deeds or made the payments required by the agreement, and that the plan may be released for registration.

School Boards

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

Dufferin-Peel Catholic District School Board

18. The owner shall agree in the Subdivision Agreement to erect and maintain information signs at all major entrances to the proposed development advising of the following:

"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.

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

a) "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."

b) "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 Peel District School Board requires the following clause be placed in any agreement of purchase and sale entered into with respect to any units on this plan, from the date of registration of the development agreement:
 - a) "Whereas, despite the efforts of the Peel District School Board, sufficient

accommodation may not be available for all anticipated students in the neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bused to schools outside of the area, according to the Board's Transportation Policy #39. You are advised to contact the School Accommodation department of the Peel District School Board to determine the exact schools." "Whereas, despite the efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in the neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bused to schools outside of the area, according to the Board's Transportation Policy #39. You are advised to contact the School Accommodation department of the Peel District School Board to determine the exact schools."

- b) "The purchaser agrees that for the purposes of transportation to school the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Peel District School Board. Bus stop locations will be assessed and selected by the Student Transportation of Peel Region's Bus Stop Assessment procedure and process (STOPR012)."
21. 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.
22. The developer shall agree to erect and maintain signs at the entrances to this development which shall advise prospective purchases that due to present school facilities, some of the children from this development may have to be accommodated in temporary facilities or bused to schools, according to the Peel District School Board's Transportation Policy.

Canada Post

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

22. Consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
23. 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.
24. 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.
25. 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.

26. Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
27. 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.
28. 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.
29. 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:

30. Contact Enbridge Gas Distribution's Customer Connections Department by emailing SalesArea20@enbridge.com to determine gas availability, 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.
31. Agree that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.
32. 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.
33. That the Owner shall ensure to grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

Rogers Telecommunications

Prior to registration of the subdivision, the owner shall:

34. 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. The Owner shall permit all CRTC-licensed telecommunication companies to install their facilities within the subdivision and provide joint trenches for such purpose.
35. 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.
36. That the Owner shall be responsible for the relocation of any existing Rogers facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

Bell Canada

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

36. Acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
37. Agrees that should any conflict arise with existing Bell Canada facilities or easements within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

Alectra Utilites

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

38. 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.
39. Be responsible for the costs associated with the hydro plan expansion to supply the development.
40. Enter to a servicing agreement (offer-to-connect) and will be responsible for the cost sharing as detailed in the offer-to-connect.
41. Be responsible for the costs of the relocation of existing plant to accommodate the new road(s) or driveways.
42. 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 also available by visiting <https://alectrautilities.com/find-form?parent=9> (under Construction Services).

Toronto and Region Conservation Authority

Red-line Revisions

43. The final Plan shall be in general conformity with the Draft Plan of Subdivision prepared by KLM Planning Partners, dated November 24, 2022, and will be red-line revised, prior to a request for clearance for registration of any phase of this plan, to:
 - a. Meet the requirements of TRCA's conditions, including the adjustment of block lot lines to the satisfaction of the City of Brampton and TRCA as a result of the completion of required studies.
44. Prior to registration of the Plan of Subdivision, provide an M-Plan showing the adjusted block lines, additional blocks and any other required revisions to the satisfaction of the City of Brampton and the TRCA.

Prior to Works Commencing

45. That prior to any development, pre-servicing or site alteration, or registration of this Plan or any phase thereof, the applicant shall submit and attain the approve of the TRCA for:
 - a. A detailed engineering report (e.g. Stormwater Management and Functional Servicing Report) that describes the storm drainage system (quantity and quality) for the proposed development of the subject lands, and how it will comply with all related TRCA requirements. This report shall include, but is not limited to:
 - i. Plans illustrating how this drainage system will tie into surrounding drainage systems and storm water management techniques which may be required to control minor and major flows. Confirmation must be provided with respect to how target flows as per the hydrogeologic studies will be achieved during and post-development.
 - ii. Appropriate stormwater management practices to be used to treat stormwater, to mitigate the impacts of development on the quality and quantity of groundwater and surface water resources, including how it relates to terrestrial and aquatic species and their habitat, in addition to natural features and systems.
 - iii. Proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction, in accordance with the current erosion control criteria, and Erosion and Sediment Control (ESC) guidelines utilized by the TRCA. ESC plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included.
 - iv. Location and description of all stormwater management facilities, outlets

and other facilities, grading, site alterations, development, infrastructure and watercourse alterations, which are required to service or facilitate the development of the subject lands, which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation.

v. Mapping of proposed stormwater management measures, with consideration for existing vegetation to be disturbed, grade differentials and grading required.

46. The integration of Low Impact Development (LID) measures and the employment of source and conveyance controls to mimic, to the extent feasible, pre-development hydrology to the satisfaction of the TRCA. The design of LID measures shall be in conformance with the design guidance provided in TRCA's LID SWM planning Design Manual.
- a. Plans illustrating that all works, including all grading, site alterations, or materials associated with these activities, will not encroach or be placed on lands outside of the development areas. These plans must also identify no grading works and fill placement within the environmental buffer areas, or proposed environmental protection area land, beyond those approved by the TRCA and the City of Brampton.
 - b. A final hydrogeologic assessment that will examine existing and proposed ground water levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. The need for liners associated with the stormwater management system should be assessed, and suitable liners should be provided where necessary. Potential impacts to surface water receivers and their inherent natural hazards as a result of all underground construction and infrastructure must be assessed and mitigated.
 - c. Information detailing all anticipated temporary dewatering that may be required during the construction phase, including anticipated volumes, duration, discharge locations, and filtration media - as required, to the satisfaction of the TRCA, for the purposes of determining whether a TRCA permit is required and whether such dewatering may affect in-stream erosion.
 - d. Overall site-level Water Balance Report that will identify measures that will be implemented during pre and post development that:
 - i. mimic the pre-development surface and groundwater water balance for the overall site to the greatest extent achievable;
 - ii. demonstrate how post-development conditions will retain a minimum of the first 5 mm of rainfall over the entire site to the satisfaction of the TRCA;
 - iii. mitigate against any potential on-site or downstream erosion associated with the stormwater management system;

- iv. maintain baseflow contributions at pre-development levels, duration and frequency, in all areas of affected watercourses to the satisfaction of TRCA staff.
- e. An overall monitoring plan:
 - i. For the LID measures that identifies the monitoring activities and responsibilities for 3 years once the facilities are operational.
- f. That the applicant attains all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required.
- g. That the size and location of all LID measures associated with this development be confirmed to the satisfaction of the TRCA. And, if required to meet TRCA requirements, red-line revisions are made to the plan to provide for necessary blocks within the Plan or modify their size or configuration into surrounding lands within this subdivision which are currently proposed for development.

Subdivision Agreement

47. That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA:
- a. To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions.
 - b. To implement the requirements of the TRCA's conditions in wording acceptable to the TRCA.
 - c. To design and implement on-site erosion and sediment control in accordance with current TRCA guidelines and standards.
 - d. To maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA.
 - e. To obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA.
 - f. To implement all water balance/infiltration measures identified in the water balance study that is to be completed for the subject property and to provide easements or zoning restrictions over such measures where they are located on private property in order to prevent removal of such features;
 - g. To implement the mitigation measures recommended in the Environmental

Impact Study, prepared by Beacon Environmental, dated December 2022 to protect the valley corridor from long-term erosion. h. To design a monitoring protocol and provide the requisite funding, obtain approval, monitor and maintain the site level water balance measures on the site (including LIDs) for the long-term monitoring of this system for 3 years once the facilities are operational, to the satisfaction of the City of Brampton and TRCA.

- i. That, where required to satisfy TRCA's conditions, development shall be phased within this plan.
- j. That prior to a request for renewal of Draft Approval of any phase of this subdivision, that the owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet current day requirements, and that the owner update any studies and plans, as required, to reflect current day requirements.
- k. To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practices, and LID measures) prior to assumption of the subdivision by the City of Brampton. And, to include appropriate clauses in all subdivision agreements of purchase and agreements, for lots and blocks on which stormwater management measure are being constructions to identify the presence of such measures and to clearly identify the owner's responsibilities for long-term maintenance, and any restrictions to uses on any portion of their property that these may require.
- l. That all community information maps and promotional sales materials clearly identify the presence of LID features (e.g. infiltration trenches/bioswales) within the rear and side years of each lot, and identify limitations to permitted uses within these areas.
- m. To gratuitously dedicate Blocks 159-160 to the City of Brampton, in a condition that is satisfactory to the City of Brampton and TRCA.

Purchase and Sale Agreements

- 48. That a warning clause be included in all agreements of purchase and sale, and information be provided on all community information maps and promotional sales materials that identifies the location of LIDs on private lots (e.g. infiltration trench/bioswales in rear or side years) and identifies prohibited uses on and around these LID measures. Wording for the warning clauses is to be to the satisfaction of TRCA and the City of Brampton.

Implementing Zoning By-Law

- 49. That the implementing Zoning By-Law recognize all natural heritage features and areas and their associated buffers in a suitable environmental protection zoning category which has the

effect of prohibiting development and structural encroachment and ensuring the long-term preservation of the land in perpetuity, to the satisfaction of the TRCA

Hydro/Telecommunications

44. Prior to the release of the plan for registration, the owner must submit in writing, evidence to the Commissioner, Planning, Building, and Growth Management that satisfactory arrangements have been made with the telecommunications and hydro providers for the installation of their plants in the common trench, within the prescribed location in the road allowances.

Region of Peel

45. 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

46. 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.
47. 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

48. 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

49. The Owner acknowledges and agrees to gratuitously dedicate, free and clear of all encumbrances and to the satisfaction of the Region:

a. A road widening pursuant to the Region's Official Plan along Mayfield Road (Regional Road #14). The Region's Official Plan Road widening requirement for mid-block along Mayfield Road is 50 metres right-of-way (25.0 metres from the centreline). Additional property over and above 50 metres right-of-way will be required within 245m of intersections to protect for the provision of but not limited to; utilities, sidewalks, multiuse pathways, and transit bay/shelters: 55.5 metres for a single left turn lane intersection configuration (27.75 metres from the centreline); and

b. 15m x 15m daylight triangle at the intersection of Mayfield Road and "Street 10" (southeast corner of the intersection located westerly to the property. (Block BL-150)

c. 15m x 15m daylight triangle at the intersection of Mayfield Road and "Street 1". d. A 0.3 metre reserve along the frontage of Mayfield Road behind the property line and behind the daylight triangles; and e. 4.5m buffer block along the frontage of Mayfield Road. (Buffer blocks BL-151 and BL-152).

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

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

Access

51. Clauses shall be included in the Subdivision Agreement stating that:

a. The Region shall permit one (1) fully restricted right-in/right-out access onto Mayfield

Road, to the satisfaction of the Region.

- b. The Developer shall include warning clauses reflecting the aforementioned access restriction in all Purchase and Sale and Lease Agreements.
- c. The Developer shall remove any existing driveway/accesses along the frontage of Mayfield Road that do not conform to the approved plans at its sole cost.
- d. No residential lots or blocks shall have direct access to Mayfield Road.

Traffic/Development Engineering Conditions

7. Prior to the registration of this Plan, or any phase thereof:

- a. The Developer shall be responsible for the design and construction of the intersection of Mayfield Road and Street 1. The Developer shall make necessary arrangements to the satisfaction of the Region in respect of the design and construction at the sole cost and expense of the Developer.
- b. A detailed engineering submission designed, stamped, and dated by a Professional Licensed Ontario Engineer shall be submitted to the Region for review and approval prior to construction. The engineering submission shall include removals, new construction and grading, typical sections, and pavement and signage drawings, and shall include plan and profile drawings.
- c. The Developer shall be responsible for 100% of the cost of intersection works. Prior to the commencement of such works within the Region's right-of-way, the Developer shall submit to the Region the following:
 - i. A Letter of Credit in the amount of 100% 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 5.25% of the estimated cost of road and access works.
- d. 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.
- e. The Developer shall provide to the Region's Public Works Department a Letter of Credit in the amount of \$10,000.00 for pavement markings on Mayfield Road. The Developer shall also be responsible for pavement markings maintenance. The Letter of Credit will be released once all necessary pavement markings are completed and the intersection improvement works are assumed by the Region. Pavement markings on Mayfield Road shall be in accordance with the Region's specifications and standards, as amended from time to time. A clause shall be included in the Subdivision Agreement

in respect of same.

f. Prior to any grading, servicing and construction, the Developer shall obtain from the Region's Public Works Department a road occupancy permits and construction access permit for all works within the Region's Road right-of-way, including access works, 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 access and road works within the Region's right-of way shall be borne entirely by the Developer. The location, design and implementation of the construction access must be acceptable to the Region. A clause shall be included in the Subdivision Agreement in respect of same.

8. Should the development proceeds prior to the Region's Capital Project #13-4055, interim road works will be required on Mayfield Road at 100% the expense of the Developer (including design and construction costs) to facilitate the development. The engineering submission shall include removals, new construction and grading, typical cross sections, pavement and signage drawings, plan, and profile drawings

9. Clauses shall be included in the Subdivision Agreement stating that:

a. Prior to the Registration of the plan of subdivision, The Region requires a Traffic Impact Study for the Proposed intersection of Mayfield Road and street 1, for the Region's review and comment including a functional design which outlines the geometric requirements of the intersection.

10. 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;

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 designed to convey run-offs from the right-of-way of regional roads only. Under no circumstance shall the flow of storm water from the subdivision be diverted to or along the Mayfield Road's right of way (by pipe or channel); All costs associated with the storm sewer conveyance shall be 100% the responsibility of the Owner.

d. The Owner acknowledges and agrees that the Region will not permit any alteration to grading within Mayfield Road right-of-way along the frontage of the Lands.

11. The Owner shall indemnify and hold the Region harmless from and against any and all actions, suites, claims, demands, and damages which may arise either directly or indirectly by

reason of the development of the subject lands and/or construction of works, save and except for any actions, causes of action, claims, demands, and damages arising out of the negligence of the Region or those for whom it is in law responsible.

12. Servicing of the subdivision will require:

- a. Construction of oversized 600mm dia. sanitary sewers which are the financial responsibility of the Region as per Development Charges By-Law. 600mm dia. sanitary sewers are included in the Five Year Capital Budget and Forecast; and
- b. The Developer shall make appropriate financial arrangement with the Region prior to construction of such works. The construction will be subject to the Region's determination that it has or will have sufficient funds to finance the works. Clauses shall be included in the Subdivision Agreement in respect of same.

Drawings – Servicing and “As Constructed”

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

14. 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

15. 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.

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

- a. A cross-section drawing for Street '1' (Draft Plan Dwg No 22:1) showing proposed watermain, storm and sanitary infrastructure. Given proposed depth of the sanitary sub trunk sewers within these streets a local sanitary sewer may be required. Based on the cross-section drawings the ROW widths for the above-mentioned street widths may need to be increased.
- b. Storm Drainage Study Report to determine and demonstrate, if applicable, to the

satisfaction of the Region, that there is no adverse effect of the proposal on the existing structures and drainage along Mayfield Road;

c. Traffic Impact Study (TIS) detailing the impact of the Development on the Regional road network and identifying any mitigation measures. The intersection geometrics and turning lanes requirements will be provided at such time the TIS is acceptable to the Region

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

18. The Owner acknowledges that the Contractor has full responsibility to comply with the Environmental Protection Act (EPA) and all other legislative requirements including Ontario Regulation (O.Reg.) 406/19- Onsite and Excess Soil Management. The Contractor shall be familiar with and meet the objectives of O.Reg. 406/19 for all work completed. A clause shall be included in the Subdivision Agreement in respect of same.

19. Prior to servicing or registration of the Plan, whichever comes first, the Region requires that the Developer submits:

a. A satisfactory Phase 1 Environmental Site Assessment (“ESA”) report for the Lands, prepared in accordance with the requirements of Regulation 153/04 under the Environmental Protection Act (as amended) and a Phase 2 ESA report.

b. Record of site condition for the Lands, any lands and easements external to the Plan that are to be conveyed to the Region or any other governmental body, and to provide proof to the Region or such governmental body that the record of site condition has been acknowledged by the Ontario Ministry of the Environment and Climate Change and registered on the Environmental Site Registry; c. Certification that any fill material imported onto the Lands meets the requirements of Table 2 (Full Depth Generic Site Condition Standards in a Potable Groundwater Condition) of the Soil, Ground Water and Sediment Standards for Use under the Environmental Protection Act, as amended; and d. Certificates of Property Use associated with any conveyed lands that will impact or restrict the intended use of the conveyed lands or will result in any significant future cost implications or liability to the Region. 20. The Region will require a satisfactory Remedial Action Plan for the review and approval, if any remediation requires that soils within the public roads shall be remediated to applicable standards.

21. 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.

22. Prior to registration of the plan of subdivision, the Developer shall ensure that: a. All lots and blocks must be serviced via an internal road network. Clauses shall be included in the Subdivision Agreement in respect of same.

23. 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.
24. 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.
25. 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.
- 26.
- 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 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.
- c. 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

d. 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.

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.

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

27. The Developer shall agree that neither the Developer nor any Builder will apply for building permits for any lots or blocks within the plan of subdivision until the Region's Public Works Department has issued Preliminary Acceptance and provided notice to the local municipality stating that Mayfield Road/Street "1" and Mayfield Road/Street "10" intersection improvement works and internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing that Mayfield Road/Street "1" and Mayfield Road/Street "10" intersection improvement works 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.

28. Prior to registration of the plan of subdivision a noise abatement report is required for lots adjacent to Mayfield Road.

29. 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

30. 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

46. Prior to the signing of the final plan by the Commissioner, Planning, Building, and Growth Management, or her designate, they shall be advised that the above noted conditions have been carried out to the satisfaction of the appropriate agencies and the City.

NOTE 1:

In accordance with City Council resolution C003-97, draft approval granted under Section 51 of the Planning Act, R.S.O., 1990, c.P.13 is valid until draft approval is either withdrawn, or the plan is registered. The conditions of draft approval will, however, be reviewed initially 3 years after draft approval is granted and subsequently every 2 years to determine if the conditions are appropriate or whether draft approval should be withdrawn.

NOTE 2:

In order to expedite the clearance of conditions, we suggest that a copy of the signed Subdivision Agreement be forwarded to the following agencies upon execution:

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

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

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

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

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

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

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

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

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

NOTE 3:

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

NOTE 4:

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

Draft Plan of Subdivision Conditions of Draft Approval Comments and Conditions Memo Tracking Sheet

KLM Planning Partners Inc. – Upper Mayfield Estates Inc.

File: OZS-2022-0034 & 21T-22009B

Planner: Emma De Melo

Date of Draft Approval: Month, Date 2023 (Provided that no appeal has been filed)

Department/Divisions/Sections	Memo Date		
	(Initial Draft Approval)	(Revisions)	
		Memo Date	Effective Draft Approval Date*
Public Works – Development Engineering			
Public Works – Open Space Development			
Public Works – Transportation Engineering			
Planning & Development Services – Development Services			
Planning & Development Services – Building Division			
Planning & Development Services – Urban Design			
Planning & Development Services – Policy Planning (Growth Management, Land Use Policy)			
Planning & Development Services – Policy Planning (Parks and Facility Planning)			
Planning & Development Services – Policy Planning (Heritage)			
Brampton Transit			
Region of Peel			
TRCA			

*day after 20 days after making decision (date of decision= date of cover memo signed by Commissioner/Director for minor amendments or Notice of Decision)

NOTE 1: Any changes to the conditions (including minor amendments and revisions to the conditions expressly identified in any Comments and Conditions Memos are subject to



Section 51 (41) of the *Planning Act* and the amendment to the draft approval shall be deemed to have been made the day after the appeal period is over (the day after the 20-day appeal period), whether or not notice has been issued.

Accordingly, preparation of any agreement or supplementary agreement (as the case may be), will not occur until the appeal period has passed.

DRAFT