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# Draft Conditions of Approval for Draft Plan of Subdivision

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

**DATE:** [[TBD]] (provided if No Appeal has been Filed)

**APPLICANT:** David McKay, MHBC Planning Ltd. c/o Crystal Homes (Wildflowers) Corp.

**SUBJECT:** **AMENDMENT NEEDED**  
David McKay, MHBC Planning Ltd. c/o Crystal Homes (Wildflowers) Corp.  
**21T-20010B**  
City of Brampton  
**OZS-2020-0029**  
Planner: Edwin Li

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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 MHBC Planning Ltd. dated August 18<sup>th</sup>, 2023 and redlined as follows:

**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:

- 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**

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 re-convey 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 re-conveyance, 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.

### **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.

**Cost-share Agreement**

16. Prior to registration the owner shall enter into the Springbrook Community Credit Valley Secondary Plan Area 2 Landowners Cost Share Agreement dated May 25<sup>th</sup>, 2007, as amended (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 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."

19. 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.
20. 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**

21. 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 bused 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."

22. 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.

### **Canada Post**

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

23. Consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
24. 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.
25. 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.
26. 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.

27. Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
28. 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.
29. 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.
30. 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:

31. 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.
32. 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.
33. 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.
34. 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:

35. 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.



36. With consultation with the applicable utilities and Communications Service Providers, prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.

### **Bell Canada**

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

37. Agree in the subdivision agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services at no cost to Bell Canada. 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 at no cost to Bell Canada.
38. Shall agree in the agreement, in words satisfactory to Bell Canada, that Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are located to the street line.

### **Alectra Utilities**

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

39. 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.
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 associated with hydro plant or hydro plant expansion to supply the development.
42. Be responsible for the costs of the relocation of existing hydro plant to accommodate the new road(s) or driveways.
43. Observe all aerial and underground clearances, as may be required.
44. 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.
45. The owner/developer or their representative is strongly advised to consult Alectra Utilities' (Brampton Hydro's) Conditions of Service, as they must adhere to all the conditions. This can be found on our web site at [www.bramptonhydro.com](http://www.bramptonhydro.com).

### **Credit Valley Conservation Authority (CVCA)**



46. The City of Brampton's Restricted Area Zoning By-law shall contain provisions which place all lands within Block 7 (Buffer) and Block 8 (Natural Heritage System) in an appropriate designation such that the natural hazards are protected in perpetuity.
47. That the natural hazard lands on the property (Blocks 7 and 8) be gratuitously dedicated to the City of Brampton, as appropriate.
48. Prior to the registration of any phase of the plan of subdivision 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 CVCA and the City of Brampton:
  - a) Detailed engineering and grading plans for the overall draft plan of subdivision, including the fulfilment of all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06; and,
  - b) Appropriate sediment and erosion control measures be implemented as approved by CVCA and the City of Brampton.
49. Prior to the registration of any phase of the plan, the following information will be prepared to the satisfaction of the CVCA and the City of Brampton:
  - a) That buffer restoration plans are submitted to the satisfaction of CVCA and the City of Brampton;
  - b) Plans/reports demonstrating the details of any propose development within the regulated area, including the fulfilling of all requirements for the issuance of a permit pursuant to Ontario Regulation 160/06; and,
  - c) That the Subdivision Agreement between the owner and the Municipality contain provisions wherein the owner agrees to carry out the works noted in Conditions #48 and #49.

### **Hydro/Telecommunications**

50. 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**

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

*[[TO INSERT AS PROVIDED BY THE REGION]]*

**Administrative — Clearance of Conditions**

52. Prior to the signing of the final plan by the Commissioner, Planning, Building, and Growth Management, or their 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.