

# SCHEDULE 'A'

## CONDITIONS OF DRAFT APPROVAL

File: 21T-19001C

Subject: Draft Plan of Subdivision  
 Bolton Midtown Developments Inc.  
 13233 and 13247 Nunnville Road  
 Part of Broken Lot 6 and Part Lot 7, Concession 8 (Albion),  
 Town of Caledon, Regional Municipality of Peel,  
 West of Albion-Vaughan Road, East Side of Nunnville Road,  
 South of Old King Road

**Draft Plan Approval Date:** Month, Day, Year.

This approval applies to the Draft Plan of Subdivision prepared by WSP Canada Group Limited and dated August 4, 2020 (the "Plan").

In accordance with By-law 2007-128, as amended, the Manager of Development Review Services in the Community Services Department has approved the above noted Draft Plan of Subdivision pursuant to Subsection 51(31) of the Planning Act and subject to the lapsing provisions and Conditions listed below.

Approval of the Draft Plan of Subdivision shall lapse at the expiration of **3** years of the date of approval of the Draft Plan of Subdivision.

It is the Owner's sole responsibility to monitor the clearing of conditions and the draft plan approval lapsing date. If the Owner wishes to request an extension of the foregoing **3** year period, a written explanation stating why the extension is necessary and the required processing fee must be submitted to and received by the Community Services Department at least **180** days prior to the lapsing date. If the plan is not registered prior to the lapsing date, draft approval will be deemed to be lapsed, the application will be closed and should the Owner wish to proceed with the development, a new application and fees will be required to be submitted and processed.

The Manager of Development Review Services in the Community Services Department may withdraw approval of the Draft Plan of Subdivision or change the Conditions listed below at any time.

**NOTE:** 'Town' is The Corporation of the Town of Caledon  
 'Region' is The Regional Municipality of Peel

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
TOWN REGION	1.	The owner shall enter into a Town of Caledon Subdivision Agreement or any other necessary agreements executed by the Owner, the Town and the Region or any other appropriate authority prior to any development within the plan to satisfy all financial, legal and engineering matters	LEGAL SERVICES REGION OF PEEL

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		including land dedications, grading, easements, fencing, landscaping, provision of roads, stormwater management facilities, installation of municipal services, securities, parkland and cash contributions, and other matters of the Town and the Region respecting the development of these lands in accordance with the latest standards, including the payment of Town and Regional development charges in accordance with their applicable Development Charges By-laws.	
TOWN	2.	Prior to registration, a Zoning By-law for the development of these lands is to be passed under Section 34 of the <i>Planning Act</i> , R.S.O. 1990, c.P.13, as amended, and be in full force and effect.	ZONING
TOWN	3.	Prior to registration, the Owner shall provide a Certificate of Lot Area and Lot Frontage signed by an Ontario Land Surveyor, to the satisfaction of the Town.	ZONING MUNICIPAL NUMBERING
TOWN	4.	Prior to registration, the Owner shall provide a Certificate signed by an Ontario Land Surveyor and the Owner, stating that the plan proposed to be submitted for registration is the same as the latest (most recent) draft approved plan, to the satisfaction of the Town.  Alternatively, if the plans are not the same, the Certificate shall identify any differences between the proposed registered plan and the latest draft plan, to the satisfaction of the Town.	PLANNING
TOWN	5.	Prior to registration, the Owner shall provide a site-specific Development Phasing Plan, if required, to outline the intended sequence of development within the Plan, both geographically and chronologically, including the provision of necessary supporting road and servicing infrastructure, community features, the treatment of significant natural features and the provision of services, all to the satisfaction of the Town of Caledon.	PLANNING
TOWN	6.	1) The Owner shall include the following warning clauses in a Schedule to all Purchase and Sale, or Lease Agreements for all lots/blocks in the Plan:  a) "Purchasers and/or tenants are advised that any adjacent open spaces, greenway corridors, greenlands, valleylands, woodlots, natural features and stormwater management facilities will be left in a naturally vegetated condition and receive minimal maintenance. Uses such as private picnic, barbeque or garden areas, storage of materials and/or dumping of refuse or plowed	DEVELOPMENT ENGINEERING

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>snow are not permitted on these lands.”</p> <p>b) “Purchasers and/or tenants are advised that chain link (or approved equal) fencing along the lines of Lots and/or Blocks abutting Town owned lands is a requirement of the Subdivision Agreement and that all required chain link fencing shall be constructed with all fencing materials, including foundations, entirely on private property as shown on the approved construction drawings. Prior to assumption, the fencing installed shall not be altered in any way, including the addition of gates. Any costs to repair modifications will be the responsibility of the Owner. Upon assumption of the subdivision by the Town, the maintenance of the fencing shall meet Town of Caledon By-laws and shall be the sole responsibility of the lot owner to maintain. To view approved drawings, please contact the Town of Caledon, Planning and Development Services Division.”</p> <p>c) “Purchasers and/or tenants are advised that some streets may have sidewalks on both sides of the street. To confirm sidewalk locations, please contact the Town of Caledon, Planning and Development Services Division.”</p> <p>d) “Purchasers and/or tenants are advised that wider than standard width sidewalks may be implemented in front of your property. Please check with the Town of Caledon to confirm sidewalk widths.”</p> <p>e) “Purchasers and/or tenants shall both confirm with the developers consulting engineer and landscape architect or with the Town of Caledon on final locations of street trees, sidewalks, infrastructure and utilities that may be located on or adjacent to the property they are purchasing or leasing.”</p> <p>f) “Purchasers and/or tenants are advised that the number of parking spaces provided per dwelling may not be the equivalent of one parking space per bedroom within the dwelling. To confirm parking provided on a lot, please contact the Town of Caledon, Planning and Development Services Division.”</p> <p>g) “Purchasers and/or tenants are advised that street trees and lot planting are a requirement of the Subdivision Agreement. The Town of Caledon will not accept requests for changes to tree species types or the elimination of any planting. Utility locations, setbacks and driveway locations may</p>	<p>DEVELOPMENT ENGINEERING LANDSCAPE</p> <p>PLANNING</p> <p>DEVELOPMENT ENGINEERING</p> <p>DEVELOPMENT ENGINEERING LANDSCAPE</p> <p>PLANNING</p> <p>LANDSCAPE</p>

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>cause landscape modifications or deletions on residential lots. Purchasers and/or tenants are advised to confirm with the developer's consulting landscape architect or the Town of Caledon, Open Space Design for proposed locations of any landscape features. Purchasers and/or tenants are advised that existing trees that have been retained on private residential lots are the sole responsibility of the lot owner and/or tenant to maintain."</p> <p>h) "Purchasers and/or tenants are advised that existing trees that may have been retained on private residential lots are the sole responsibility of the lot owner and/or tenant to maintain."</p> <p>i) "This dwelling unit has been fitted with a forced air heating system and the ducting etc., was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MECP publication NPC-300, as applicable.)"</p> <p>2) The Owner shall include the following warning clauses in a Schedule to all Purchase and Sale, or Lease Agreements for Lots 11 to 15 (inclusive) on the draft approved plan:</p> <p>a) "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks. The acoustical barrier as installed shall be maintained, repaired or replaced by the owner. Any maintenance, repair or replacement shall be with the same material, to the same standards and having the same colour and appearance of the original."</p> <p>3) The Owner shall include the following warning clauses in a Schedule to all Purchase and Sale, or Lease Agreements for Lot 16 on the draft approved plan:</p>	<p>LANDSCAPE</p> <p>ENGINEERING</p> <p>ENGINEERING</p> <p>ENGINEERING</p>

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>a) "Purchases/tenants are advised that, despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may occasionally interfere with some activities of the dwellings occupants as the sound levels exceed the noise criteria of the Municipality and the Ministry of the Environment, Conservation and Parks."</p> <p>4) A clause shall be included in the Subdivision Agreement stating that the Owner shall include in all agreements of purchase and sale, a warning clause alerting the prospective home purchasers or the existence of any potential incompatible uses or features on adjacent lands (i.e., noxious use, commercial/industrial uses, berms, noise walls, stormwater management facilities, etc.), in wording to the satisfaction of the Town.</p> <p>5) A clause shall be included in the Subdivision Agreement stating that the Owner shall include all above-noted warning clauses in all agreements of Purchase and Sale and Lease Agreements.</p>	<p>PLANNING DEVELOPMENT ENGINEERING LANDSCAPE</p> <p>PLANNING DEVELOPMENT ENGINEERING LANDSCAPE</p>
TOWN	7.	<p>1) Prior to grading, servicing or registration of the Plan or any phase thereof, whichever comes first, the Owner shall provide, to the satisfaction of the Town and the Toronto and Region Conservation Authority, the following:</p> <p>a) Evidence from the Ministry of the Environment, Conservation and Parks which identifies any permits and/or other authorizations required under Ontario's Endangered Species Act, 2007 ("ESA") and its prescribed regulations;</p> <p>b) Evidence from Fisheries and Oceans Canada (DFO) which identifies any permits and/or authorizations required; and,</p> <p>c) Evidence of the proposed measures both on-site and off-site, or any combination thereof, to meet all requirements under the ESA and its prescribed regulations, if required.</p> <p>2) A clause shall be included in all Grading, Servicing and Subdivision Agreements stating that the Owner shall attain all necessary approvals and permissions from the Ministry of the Environment, Conservation and Parks that may be required for this development, its servicing, or any component thereof, in accordance with the timelines prescribed under the ESA and its regulations; and, that the Owner acknowledges and</p>	PLANNING

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		<p>agrees to its exclusive responsibility to meet all requirements under the ESA and its prescribed regulations.</p> <p>3) A clause shall be included in all Grading, Servicing and Subdivision Agreements stating that the Owner shall attain all necessary approvals and permissions from Fisheries and Oceans Canada (DFO) that may be required for this development, its servicing or any component thereof.</p>	
TOWN	8.	<p>A clause shall be included in the Subdivision Agreement stating that prior to assumption, the Owner shall:</p> <p>1) Prepare and submit a chart to the Town, outlining all the terms and conditions of the Subdivision Agreement that must be fulfilled prior to assumption; and,</p> <p>2) Provide evidence of compliance with all terms and conditions of the Subdivision Agreement and any other applicable agreement, at its sole cost and expense to the Town, all to the satisfaction of the Town.</p>	PLANNING
TOWN	9.	<p>Prior to each of grading approval, servicing approval and registration, the Owner shall provide evidence of compliance with all of the conditions of draft approval, at its sole cost and expense, to the satisfaction of the Town.</p>	PLANNING
TOWN	10.	<p>1) Prior to registration, the Owner shall erect a sign of a minimum size of 1.2 m by 1.2 m on all open space blocks, environmental blocks, berms/buffers blocks, stormwater management facilities blocks, maintenance blocks, park blocks, townhouse blocks, medium density and high density blocks and future or phased development blocks. The signage and location shall be approved by the Town prior to the erection of the sign(s) on the property.</p> <p>2) A clause shall be included in the Subdivision Agreement stating that the Owner shall maintain these signs in good condition until such time as all building permits have been issued, at which time the Owner shall remove these signs.</p>	PLANNING
TOWN	11.	<p>A clause shall be inserted in the Subdivision Agreement which requires that upon registration of the plan, the Owner shall convey any reserve blocks which, together with reserve blocks on an adjacent plan of subdivision will ultimately create functional lots/blocks, to the Owner of the adjacent plan of subdivision. If the adjacent plan of subdivision has already been registered, prior to</p>	PLANNING

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		<p>registration, the Owner shall receive any reserve blocks created by the registration of an adjacent plan of subdivision and the final M-Plan will show which lots will be registered by the Owner. In the alternative, the Owner shall create functional lots/blocks within their plan of subdivision through an alternative arrangement to the satisfaction of the Town.</p>	
TOWN	12.	<p>Prior to any grading, the Owner shall submit a Fiscal Impact Study, prepared by a qualified professional, to the satisfaction of the Town. The Owner shall reimburse the Town for the cost of any peer review, as required of the above noted report.</p> <p>The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved fiscal impact study to the satisfaction of the Town.</p>	PLANNING
TOWN	13.	<p>1) Prior to a) offering units for sale and prior to b) servicing or registration (any combination of a) and b)), the Owner shall:</p> <ul style="list-style-type: none"> <li>a) Submit, to the Town, a letter with supporting floor plans/elevations from an Architect explaining how all dwellings located on Lots 1 to 23 (inclusive) on the draft approved plan will be constructed so as to allow for an accessory apartment within the dwelling. To this end, the expectation is that the dwellings are constructed with the required structural enhancements and spatial separations (if required) to help facilitate homeowners in the construction of accessory apartments after purchase of the dwelling. For example, the dwellings are to be designed to accommodate a direct access to the basement, position windows appropriately, etc.;</li> <li>b) Provide, to the Town, information on accessory apartment options available to purchasers of Lots 1 to 23 (inclusive) on the draft approved plan, including, but not limited to, floor plans, specifications and approximate cost of a finished basement apartment; and,</li> <li>c) Submit, to the Town, a letter with supporting floor plans/elevations from an Architect explaining how Lots 1 to 23 (inclusive) on the draft approved plan will have an option to purchase a main floor bedroom with full bathroom,</li> </ul> <p>all to the satisfaction of the Town.</p> <p>2) Prior to offering units for sale, the Owner shall provide</p>	PLANNING

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		<p>proof of the display of information regarding accessory apartment and main floor bedroom features available for purchasers of Lots 1 to 23 (inclusive), in a place readily available to the public within the Sales Office, to the satisfaction of the Town.</p> <p>In the alternative, if a sales office does not exist, the owner shall provide promotional advertising material (i.e. brochures, websites, etc.) that include information regarding accessory apartment and main floor bedroom features available for purchasers, to the satisfaction of the Town.</p> <p>3) The Owner shall agree in both the Servicing and Subdivision Agreement to notify any prospective builder of this requirement.</p> <p>4) Clauses shall be inserted in both the Servicing and Subdivision Agreements requiring the items noted above in 1) 2) and 3) above.</p>	
TOWN	14.	<p>1) Prior to a) offering units for sale and prior to b) grading, servicing or registration (any combination of a) and b)), the Owner shall provide or cause to be provided, information on universal design options available to purchasers within the development, including, but not limited to, a list of available universal design features (i.e. ramps, handrails, etc.), floor plans, specifications and approximate cost, to the Town for approval. A list of suggested universal design features is available on the Town's website. The Owner shall notify any prospective builder of this requirement.</p> <p>2) Prior to offering units for sale, the Owner shall provide proof of the display of information regarding universal design features available for purchasers, in a place readily available to the public within the Sales Office, to the satisfaction of the Town.</p> <p>In the alternative, if a sales office does not exist, the owner shall provide promotional advertising material (i.e. brochures, websites, etc.) that include information regarding universal design features available for purchasers, to the satisfaction of the Town.</p> <p>3) A clause shall be included in the Subdivision Agreement to reflect 1) and 2) above.</p>	ACCESSIBILITY
TOWN	15.	<p>1) Prior to registration, the Owner's surveyor shall submit to the Town, horizontal coordinates of all boundary monuments for the draft approved plan of subdivision. These coordinates are to be based on 6 degree UTM</p>	INFORMATION TECHNOLOGY



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		<p>Projection and NAD83 Datum.</p> <p>2) Prior to each, grading, servicing and registration of the Plan, the Owner shall provide a digital submission of the Plan to the Town, in accordance with the Town's Digital Submission Standard requirements, to the satisfaction of the Town.</p> <p>3) A clause shall be included in the Subdivision Agreement stating that after registration of the Plan, the Owner shall provide a digital submission of the Plan to the Town, in accordance with the Town's Digital Submission Standard requirements, to the satisfaction of the Town.</p>	
TOWN	16.	<p>1) Prior to grading or any soil disturbance, the Owner shall:</p> <p>a) Retain an archaeologist, licensed by the Ministry of Heritage, Sport, Tourism and Culture Industries under the provisions of the <i>Ontario Heritage Act</i> (R.S.O. 1990 as amended) to carry out a Stages 1-2 Archaeological Assessment of the lands and any recommendations to mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found (Stages 3-4). The archaeological assessment must be completed in accordance with the most current <i>Standards and Guidelines for Consulting Archaeologists</i>, Ministry of Heritage, Sport, Tourism and Culture Industries.</p> <p>b) Submit all archaeological assessment reports, in both hard copy format and as a PDF to the Town once the Ministry of Heritage, Sport, Tourism and Culture Industries has accepted them into the Public Registry.</p> <p>2) A clause shall be included in the Grading, Servicing and Subdivision Agreements stating that the Owner:</p> <p>a) Agrees and acknowledges that no demolition, construction, grading or other soil disturbances shall take place on the lands prior to the Town receiving the Ministry of Heritage, Sport, Tourism and Culture Industries compliance letter indicating that all archaeological licensing and technical review requirements have been satisfied.</p> <p>b) Agrees and acknowledges that significant archaeological resources will be incorporated into the proposed development through either in situ preservation or interpretation where feasible or may be commemorated and interpreted through</p>	HERITAGE

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		<p>exhibition development on site including, but not limited to, commemorative plaquing.</p> <p>c) Shall immediately stop all work on the lands and notify the Town's Heritage Resource Officer, General Manager of Community Services and the Ministry of Heritage, Sport, Tourism and Culture Industries in the event that deeply buried archaeological resources are found during the course of the development of the lands.</p> <p>d) Shall carry out, or cause to carry out, the recommendations set out in the aforementioned report to the satisfaction of the Town.</p>	
TOWN	17.	<p>Prior to grading, all streets shall be named to the satisfaction of the Town and Region. In this regard, the Owner shall review the Town's and Region's Street Naming Guidelines and submit a list of proposed street names incorporating appropriate historical references to the Town. In accordance with the Town's Street Naming Policy and Procedure, at least one street name of appropriate heritage significance shall be shown on the final Plan submitted for approval.</p>	HERITAGE
TOWN	18.	<p>1) Prior to each of grading, servicing and registration, the Owner shall obtain municipal address numbers from the Town.</p> <p>2) A clause shall be included in the Subdivision Agreement requiring that these numbers be permanently embedded in or attached to the exterior of each dwelling once the dwelling is built and/or a permanent municipal address number sign be installed immediately upon receipt of a Building Permit as per the Town's Municipal Numbering By-law and Guidelines.</p> <p>3) A clause shall be included in the Subdivision Agreement requiring that both the lot or block/unit number and corresponding municipal address be displayed on all lots and blocks in a prominent location, until such time that the lot/block is transferred.</p>	MUNICIPAL NUMBERING
TOWN	19.	<p>1) Prior to servicing, the Owner shall prepare a plan which identifies the location and design of the utility boxes (i.e. Canada Post mailboxes, hydro boxes, etc.). The Plan shall demonstrate that the Canada Post mailboxes are limited to a maximum of 3 boxes/modules in a row and that where there are more than 3 boxes/modules in a row, the Owner shall work with the Town to provide appropriate screening (i.e.</p>	URBAN DESIGN

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		<p>landscaping, structure) of the boxes, where required by the Town, all to the satisfaction of the Town.</p> <p>2) A clause shall be included in the Subdivision Agreement stating that the Owner shall agree to prepare utility construction plans implementing recommended control measures for graffiti in accordance with the requirements and recommendations of the utility.</p>	
TOWN	20.	<p>Clauses shall be included in the Subdivision Agreement requiring that:</p> <ol style="list-style-type: none"> <li>1) All landscape and streetscape features are to be implemented in conformance with the approved Landscape Drawings, Urban Design Brief and Streetscape Drawings;</li> <li>2) That all building permits are subject to Architectural Control, in accordance with the approved Architectural Design Guidelines, Urban Design Brief and Community Design Assessment; and,</li> <li>3) That prior to submission, Building Permits are to be reviewed and stamped approved by the Town's Control Architect.</li> </ol>	URBAN DESIGN
TOWN	21.	<p>A clause shall be included in the Subdivision Agreement stating that the Owner shall convey/dedicate, gratuitously and free and clear of all encumbrances, any required parks, open space, trails, road or highway widenings, 0.3 m (1 ft) reserves, walkways, daylight triangles, gateway features, buffer blocks, stormwater management facilities, maintenance blocks and utility or drainage easements or any other easements as required to the satisfaction of the Town, the Region or other authority.</p>	LEGAL SERVICES
TOWN	22.	<p>Prior to the preparation of any agreement, the Owner shall pay to the Town all fees set out in the Fees By-law for the preparation and registration of the agreement and all documents necessary to give effect to the approval of the Plan.</p>	LEGAL SERVICES
TOWN	23.	<p>The Owner shall provide the Town with postponements for any and all encumbrances of the subject lands postponing such encumbrance(s) and subordinating it in all respects, to any and all agreements entered into between the Owner and the Town, or, the Owner, the Town and the Region, as required by the Town.</p>	LEGAL SERVICES
TOWN	24.	<p>Prior to any grading, servicing, tree removal, topsoil stripping, dumping or removal of fill, or altering the lands in any way, the Owner shall enter into the applicable Tree</p>	LANDSCAPE DEVELOPMENT ENGINEERING

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		Removal, Grading or Servicing Agreement(s) with the Town. The Owner shall post all necessary securities and pay all necessary fees as required by the Town. The Owner shall obtain the necessary clearances for all other applicable draft plan conditions associated with grading, servicing or altering the lands in any way.	
TOWN	25.	Prior to registration, arrangements shall be made to the satisfaction of the Town of Caledon for the relocation of any utilities required by the development of the subject lands to be undertaken at the expense of the applicant.	DEVELOPMENT ENGINEERING
TOWN	26.	Prior to registration, easements as may be required for utility, drainage or construction purposes shall be granted to the appropriate authority(ies), free and clear of all charges and encumbrances.	DEVELOPMENT ENGINEERING
TOWN	27.	<ol style="list-style-type: none"> <li>1) Prior to any grading, the Owner shall submit an Environmental Noise Impact Study, prepared by a qualified professional, to the satisfaction of the Town. The study shall include an assessment of noise levels from Albion Vaughan Road, the ultimate traffic volumes associated with the surrounding road network and the effect of stationary source noise on the subject property. The Owner shall reimburse the Town for the cost of any peer review, as required of the above noted report.</li> <li>2) The Owner shall agree in the subdivision agreement to carry out, or cause to carry out, the recommendations set out in the approved noise study to the satisfaction of the Town. The Owner shall also agree to include in the purchase and sales agreement with potential homeowners the appropriate warning clauses included in the Environmental Noise Impact Study.</li> </ol>	DEVELOPMENT ENGINEERING
TOWN	28.	<ol style="list-style-type: none"> <li>1) Prior to registration, the Owner and the Owner's Noise Consultant shall prepare and sign a Noise Attenuation Statement for the plan, to the satisfaction of the Town of Caledon, and when applicable, the Region of Peel, describing the lots, blocks and dwelling units on and in which the noise attenuation works are to be installed, the particular nature of these works, the restrictive covenants required for the noise attenuation works, the lots and blocks on which these covenants are to be registered, and the noise warning clauses required for the plan.</li> <li>2) Prior to the issuance of the approval of any certified model home for dwelling units to be constructed on the Plan, the Owner and Owner's Noise Consultant</li> </ol>	DEVELOPMENT ENGINEERING

AGENCY CONDITION	CONDITION	CLEARANCE AGENCY
	<p>shall provide a certificate to the satisfaction of the Town, certifying that the builder's plans for each dwelling unit to be constructed on the Plan show all of the noise attenuation works required by the approved noise report and the approved plans.</p> <p>3) A clause shall be inserted in the Subdivision Agreement stating that the Owner and all builders and other persons selling lots or blocks within the Plan on which noise barriers have been installed, shall register on the title of all such lots or blocks, restrictive covenants satisfactory to the Town requiring that all owners of these lots or blocks:</p> <ul style="list-style-type: none"> <li>a) will not alter or remove the original material or colour of the noise barrier or alter the original grades within 2.0 metres of the barrier unless authorized in writing from the Town or as required pursuant to condition 57.5.b., and</li> <li>b) will maintain, repair, and if necessary replace the noise barrier as originally installed. Any maintenance, repair, or replacement shall be done with same materials to same standards and have the same colour and appearance of the original noise barrier.</li> </ul> <p>4) A clause shall in be included in the Subdivision Agreement stating that the Owner and all builders and other persons selling lots, blocks, or dwelling units within the Plan, shall attach a copy of the approved Noise Attenuation Statement to all agreements of purchase and sale for the lots or blocks referred to in the approved Noise Attenuation Statement or where agreements of purchase and sale have been entered into for any of the affected lands prior to the execution of the Subdivision Agreement, deliver a copy of the approved Noise Attenuation Statement to all such purchasers of the affected lands prior to the completion of their agreements of purchase and sale.</p> <p>5) A clause shall be included in the Subdivision Agreement requiring the approved Noise Attenuation Statement be attached as a schedule to the Subdivision Agreement and that if the agreement is signed before the Noise Attenuation Statement is approved, this statement shall be approved prior to registration and attached to and form part of the Subdivision Agreement, or be attached as a schedule to any supplementary Subdivision Agreement required for the Plan.</p> <p>6) A clause shall be included in the Subdivision Agreement stating that the Owner agrees that neither</p>	

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	<p>it nor any builder nor any other person shall permit the occupancy of any dwelling units constructed on lots until any of the works identified in the Noise Attenuation Statement are installed or constructed, to the satisfaction of the Town.</p> <p>7) Appropriate clauses shall be included in the Subdivision Agreement stating that the design of the noise barrier shall be reviewed and approved by a structural engineer, and the installation of the footings for the posts shall be supervised by a Geotechnical Engineer. Prior to assumption, the Owner is to provide the Town with "As Recorded" (construction) drawings of all noise attenuation barriers including elevations in the rear yard amenity areas of adjacent lots or blocks.</p> <p>8) Appropriate clauses shall be included in the Subdivision Agreement, in language to the satisfaction of the Town, stating that Section 118 restrictions are required for lots and blocks within the Plan on which noise barriers have been installed as identified in the Noise Attenuation Statement. The Section 118 Restrictions will remain until the Town receives a satisfactory certification from the Owner's Noise Consultant certifying that the barriers have been installed in accordance with the approved noise report and the Approved Plans.</p> <p>9) Appropriate clauses shall be included in the Subdivision Agreement stating that prior to assumption, the Owner's Noise Consultant is to provide a certificate to the Town certifying that all noise attenuation works identified in the approved Noise Attenuation Statement, the approved noise report and the approved plans listed in Schedule B of the Subdivision Agreement have been implemented to the satisfaction of the Town. These noise attenuation works including but are not limited to noise barriers being installed to the correct elevation, constructed with no gaps and meet the surface density requirement; air conditioners have been provided where indicated mandatory; the provision for adding air conditioners has been provided where required and any special building measures required to meet the sound transmissions class requirements have been installed. The Owner is solely responsible for ensuring the Noise Consultant is able to certify that the noise attenuation works have been installed. The Town will not assume any responsibility in aiding the certification of the noise attenuation works.</p>	

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TOWN	29.	Prior to registration, the Owner shall pay its proportionate share of the cost of any external municipal services that have been designed and oversized by others to accommodate the development of the plan	DEVELOPMENT ENGINEERING
TOWN	30.	The Owner shall agree in the subdivision agreement to coordinate the preparation of an overall utility distribution plan, Composite Utility Plan, to the satisfaction of all affected authorities. This Composite Utility Plan shall be approved by the Town prior to servicing of the Plan or registration of the Plan, whichever occurs first.	DEVELOPMENT ENGINEERING
TOWN	31.	The Owner shall agree in the Subdivision Agreement to design, purchase material and install an LED street lighting system in the Plan in accordance with Town standards and specifications. The street lighting system is to be inspected and Authorizations to connect must be issued by the Electrical Safety Authority prior to registration of the Plan.	DEVELOPMENT ENGINEERING
TOWN	32.	<p>1) Prior to any grading or any site alteration of the Plan, the Owner shall be required to prepare a detailed Stormwater Management Report together with the necessary hydrology to ensure that the proposed stormwater facilities and associated infrastructure required for this plan have been designed in accordance with the latest Provincial, Toronto and Region Conservation Authority and Town requirements. The Owner shall be responsible to secure an adequate and acceptable outlet for all stormwater flows from the plan in accordance with the approved Stormwater Management Report, to the satisfaction of the Town and TRCA.</p> <p>2) A clause shall be included in the Subdivision Agreement stating that the Owner shall carry out, or cause to carry out, the recommendations set out in the aforementioned report to the satisfaction of the Town. In this regard, the Owner shall be responsible to outlet all stormwater flows from the Plan to adequate and acceptable outlet, all to the satisfaction of the Town of Caledon, Region of Peel, and Toronto and Region Conservation Authority.</p>	DEVELOPMENT ENGINEERING
TOWN	33.	1) Prior to any grading or any site alteration of the Plan, the Owner shall submit an Erosion and Sedimentation Control Plan in conformance with the Greater Golden Horseshoe Area Conservation Authorities publication "Erosion and Sediment Control Guidelines for Urban Design".	DEVELOPMENT ENGINEERING

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		2) A clause shall be included in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the aforementioned report to the satisfaction of the Town.	
TOWN	34.	<p>1) Prior to any grading or any site alteration of the Plan, the Owner shall prepare a Topsoil Management Report and Plan with the objective of minimizing excess soil generated from the site to the satisfaction of the Town. The Topsoil Management Plan shall detail the location, size, side slopes, stabilization methods and time period of storage of the topsoil stockpile all to the satisfaction of the Town.</p> <p>2) A clause shall be included in the Subdivision Agreement stating that the Owner shall carry out, or cause to be carried out, the recommendations set out in the aforementioned report to the satisfaction of the Town.</p>	DEVELOPMENT ENGINEERING
TOWN	35.	<p>1) Prior to any grading or any site alteration of the Plan, a detailed Soils Investigation Report shall be prepared by a Geotechnical Engineer and submitted to the Town for review and approval.</p> <p>2) A clause shall be included in the Subdivision Agreement stating that the Owner carry out, or cause to be carried out, the recommendations including pavement design structure for ideal and non-ideal conditions to the satisfaction of the Town.</p>	DEVELOPMENT ENGINEERING
TOWN	36.	<p>1) Prior to any grading or site alteration, the Owner shall submit a Ministry of Environment (MOE) Record of Site Condition in accordance with the requirements of Regulation 153/04 under the Environmental Protection Area (as amended), for all lands within this Plan, any lands and easements external to the Plan that are to be conveyed to the Town or any other governmental body, certifying that all lands included in this Plan meet MOE standards, and to provide proof to the Town or such governmental body that the Record of Site Condition has been acknowledged by the Ontario Ministry of the Environmental and Climate Change and registered on the Brownfield Environmental Site Registry, all to the satisfaction of the Town. The Owner shall reimburse the Town for the cost of peer review of any reports, if required.</p> <p>2) A clause shall be included in the Subdivision Agreement stating that the Owner shall carry out, or cause to carry out, the recommendations set out in the aforementioned Record to the satisfaction of the</p>	DEVELOPMENT ENGINEERING



AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		Town.	
TOWN	37.	Prior to any grading, the grading, erosion and sedimentation control plans/report and any other applicable plans and drawings must be approved and signed by the Town.	DEVELOPMENT ENGINEERING
TOWN	38.	Prior to any servicing, all engineering and landscaping drawings must be approved and signed by the Town.	DEVELOPMENT ENGINEERING LANDSCAPE
TOWN	39.	<p>1) Prior to servicing, the Owner shall prepare a Traffic Impact Study to address all traffic related issues to the satisfaction of the Town. Prior to servicing, the Owner shall reimburse the Town for the cost of any necessary peer review of the above noted report.</p> <p>2) A clause shall be included in the Subdivision Agreement stating that the Owner shall carry out, or cause to be carried out, the recommendations set out in the aforementioned report to the satisfaction of the Town.</p>	FIS, TRANSPORTATION DEVELOPMENT ENGINEERING
TOWN	40.	Prior to servicing, the Owner is required to prepare a Parking Analyses to ensure that the plan is providing adequate parking in accordance with the current Town Development Standards, Policies and Guidelines, if required. In addition, the Owner shall provide a Traffic Control Plan, at a scale of 1:1000 or larger showing all roadways, driveways, fire hydrants, Canada Mail Boxes, sidewalks (c/w widths) bike paths, street lighting, on street parking areas, traffic signage (including all regulatory, warning and information signs), street trees and pavement markings all to the satisfaction of the Town. The Owner is responsible for supplying and installing all traffic (including No Parking), pedestrian and bicycle control signs and markings where required by the Town	FIS, TRANSPORTATION DEVELOPMENT ENGINEERING
TOWN	41.	Prior to grading or any other works, the Owner shall obtain a Road Occupancy Permit/Entrance Permit from the Town of Caledon	DEVELOPMENT ENGINEERING
TOWN	42.	Prior to any servicing, the Owner shall design the municipal services within the Plan, including the storm drainage system, to sizes that will accommodate lands external to the Plan to the satisfaction of the Town.	DEVELOPMENT ENGINEERING
TOWN	43.	A clause shall be included in the Subdivision Agreement requiring the Owner to secure any external easements necessary for the future maintenance of any municipal infrastructure.	DEVELOPMENT ENGINEERING

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
TOWN	44.	A clause shall be included in the Subdivision Agreement stating that all lots or blocks to be left vacant, for a period of time as determined by the Town, shall be graded, seeded, maintained, signed and fenced by the Owner, if required, to prohibit dumping and trespassing.	DEVELOPMENT ENGINEERING
TOWN	45.	Prior to grading, the Owner shall obtain an encroachment agreement with affected landowners where proposed grading is required outside the limits of the plan.	DEVELOPMENT ENGINEERING
TOWN	46.	A clause shall be included in the Subdivision Agreement that the Developer will be 100% responsible for all costs associated with the relocation of existing services (i.e. gas, hydro, telecommunications, etc.) to accommodate this development.	DEVELOPMENT ENGINEERING
TOWN	47.	A clause shall be included in the subdivision agreement stating that the Owner shall, prior to assumption, obtain a written confirmation from the Region that the sanitary sewer on Nunnville Road is constructed and in operation.	DEVELOPMENT ENGINEERING
TOWN	48.	A clause shall be included in the Subdivision Agreement stating that the Owner shall provide to the Town within thirty (30) days of registration of the Plan, "as recorded (construction)" drawings of the stormwater management facility and its components.	FIS ENGINEERING
TOWN	49.	A clause shall be included in the Subdivision Agreement stating that prior to assumption of the Plan, the Owner shall complete and submit to the Town for review and approval a bathymetric survey of the stormwater management ponds. Any deficiencies in storage requirements, within the pond cells shall be rectified prior to assumption. In addition, the owner agrees that during construction of the pond no over excavation of the pond cells will occur, without prior approval from the Town.	FIS ENGINEERING
TOWN	50.	A clause shall be included in the Subdivision Agreement stating that the Owner shall, prior to assumption, clean out all stormwater management ponds including all municipal infrastructure (including storm sewers, catchbasins, swales and an OGS) if required, to which the lands drain to, to the satisfaction of the Town.	FIS ENGINEERING DEVELOPMENT ENGINEERING
TOWN	51.	A clause shall be included in the Subdivision Agreement stating that within thirty (30) days of the placing of top asphalt, the Owner shall provide to the Town, all road tests and investigative results carried out by a qualified Professional Engineer engaged by the Owner.	FIS ENGINEERING
TOWN	52.	1) Prior to servicing, the Town shall consult with the Owner and engage the services of a suitably qualified Professional Engineer.	FIS ENGINEERING

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>2) A clause shall be included in the Servicing Agreement stating that the Professional Engineer shall be required to be on-site full time during the construction of all the Works.</p> <p>3) Prior to registration, the Professional Engineer shall:</p> <ul style="list-style-type: none"> <li>a) Undertake core samples of the base asphalt and granular material for every 25 metres of road, in alternating lanes, to confirm the depth of material; and,</li> <li>b) Provide copies of the test results, findings and any recommendations to both the Town and Owner.</li> </ul> <p>4) A clause shall be included in the Subdivision Agreement stating that the Professional Engineer shall:</p> <ul style="list-style-type: none"> <li>a) Prior to placing of top asphalt, undertake a FWD (Falling Weight Deflectometer) Test to determine pavement structural integrity and capacity and to determine the required minimum thickness of the top asphalt that the Owner must construct or place over the base asphalt; and</li> <li>b) Provide copies of all test results, findings and any recommendations to both the Town and Owner.</li> </ul>	
TOWN	53.	A clause shall be included in the Subdivision Agreement stating that the Owner shall, prior to assumption of the Plan, submit to the Town electronic data in a format to the satisfaction of the Town on the stormwater management facility components that shall be added to the Town's data base.	FIS ENGINEERING
TOWN	54.	<p>1) Prior to servicing, the Owner shall submit detailed Landscape Construction Drawings prepared by a Certified Landscape Architect, to the satisfaction of the Town. The Landscape Construction Drawings shall address, but not be limited to, streetscaping, measures to protect existing vegetation, vegetative buffers and fencing for the delineation between Town, TRCA and private owned lands, all to the satisfaction of the Town. The Landscape Construction Drawings shall be completed in accordance with the Town of Caledon Official Plan, Urban Design Brief and Community Design Assessment, the most current version of the Town of Caledon Development Standards Manual and any additional general/site specific Guidelines.</p> <p>2) A clause shall be included in the Subdivision Agreement stating that the Owner shall, prior to</p>	LANDSCAPE

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>assumption, implement the approved Landscape Construction Drawings, at the sole cost of the Owner, to the satisfaction of the Town.</p> <p>3) A clause shall be included in the Subdivision Agreement stating that, prior to Assumption, the Owner shall submit a final certification from the same Certified Landscape Architect confirming that all deficiencies have been addressed and warranty periods have expired, and the final verification and acceptances have been granted from the Town's Landscape Architect. Certification shall be accompanied with all submission documents as required in the most current version of the Town of Caledon Development Standards.</p>	
TOWN	55.	<p>A clause shall be included in the Subdivision Agreement stating that the Owner shall be responsible for ongoing maintenance, repairs and replacements of all implemented landscape items including but not limited to the clean up all refuse, waste and debris and cut grass on all storm water retention basins and trails blocks to the satisfaction of the Town until assumption of the Plan.</p>	LANDSCAPE
TOWN	56.	<p>1) Prior to the execution of the Tree Removal (if applicable), Grading, Servicing Agreements or stripping of topsoil, whichever comes first, the Owner shall retain a Certified Arborist or Registered Professional Forester to prepare a Tree Inventory and Preservation Plan Report to the satisfaction of the Town. The report and plans shall document and inventory all existing trees within and adjacent to the subject lands and provide an assessment of significant trees to be preserved, removed or monitored together with the proposed methods of tree protection and preservation of endangered species and the removal of invasive species. The report should also indicate if a subsequent hazard tree monitoring report is required.</p> <p>2) A clause shall be included in the Tree Removal (if applicable), Grading and Subdivision Agreement(s) stating that the Owner shall retain the same Certified Arborist or Registered Professional Forester to carry out, or cause to carry out, in a timely manner, the recommendations set out in the Report and Plans to the satisfaction of the Town. The consultant is required to certify in writing, that the removals have been completed as per the approved Report and Plans. An additional certification from the same Certified Arborist or Registered Professional Forester will be required prior to assumption, confirming that</p>	LANDSCAPE

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		any long term requirements and recommendations in the report have been carried out, to the satisfaction of the Town.	
TOWN	57.	A clause shall be included in the Tree Removal (if applicable), Grading, Servicing and Subdivision Agreement(s) stating that it is the sole responsibility of the Owner for ongoing maintenance and repairs to tree protection fencing to the satisfaction of the Town until assumption.	LANDSCAPE
TOWN	58.	<p>Prior to registration of the Plan of Subdivision, if necessary:</p> <ol style="list-style-type: none"> <li>1) The Owner shall pay the Town cash-in-lieu of parkland dedication for any portion of parkland that is under dedicated from the required parkland for the subdivision. To determine the value of parkland dedication the Owner shall provide an AACI certified market appraisal for the development lands. The value of the land shall be determined as of the day before the day of the approval of the draft plan of subdivision.</li> <li>2) The Owner shall reimburse the Town for the cost of any necessary peer review of the above noted report.</li> </ol>	LANDSCAPE
REGION OF PEEL	59.	<p>Prior to execution of the Subdivision Agreement by the Region, the Developer shall:</p> <ol style="list-style-type: none"> <li>1) 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</li> <li>2) 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.</li> </ol>	REGION OF PEEL
REGION OF PEEL	60.	<p>Provision shall be made in the Subdivision Agreement with respect to:</p> <ol style="list-style-type: none"> <li>1) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and</li> <li>2) Collection of development charges for future residential development blocks (non-freehold</li> </ol>	REGION OF PEEL

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>townhouses or apartment blocks);</p> <p>pursuant to the Region's Development Charges By-law, as amended from time to time.</p>	
REGION OF PEEL	61.	<p>In respect of the water meter fees:</p> <ol style="list-style-type: none"> <li>1) 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;</li> <li>2) 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.</li> </ol> <p>Clauses shall be included in the Subdivision Agreement in respect of same.</p>	REGION OF PEEL
REGION OF PEEL	62.	<p>Prior to servicing, the Developer's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.</p>	REGION OF PEEL
REGION OF PEEL	63.	<p>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.</p>	REGION OF PEEL
REGION OF PEEL	64.	<p>The Developer shall acknowledge and agree that the Region has undertaken design of Sanitary Sewer Trunk on Nunnville Road. All costs associated with the connection to sanitary sewer trunk shall be borne by the Developer. It is recommended that the Developer, or his consultant contact the Region to clarify specific requirements for connection to sanitary sewer trunk prior to preparation of detailed engineering plans and/or reports.</p>	REGION OF PEEL
REGION OF PEEL	65.	<p>The Developer shall acknowledge and agree that direct connections of residential lots to the trunk sewer on Nunnville Road will not be permitted by the Region.</p>	REGION OF PEEL

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
REGION OF PEEL	66.	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.	REGION OF PEEL
REGION OF PEEL	67.	Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval Functional Servicing Report showing the proposed sanitary sewer, storm sewer and water servicing plans for the development.	REGION OF PEEL
REGION OF PEEL	68.	Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.	REGION OF PEEL
REGION OF PEEL	69.	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.	REGION OF PEEL
REGION OF PEEL	70.	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.	REGION OF PEEL
REGION OF PEEL	71.	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.	REGION OF PEEL
REGION OF PEEL	72.	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	REGION OF PEEL

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		included in the Subdivision Agreement in respect of same.	
REGION OF PEEL	73.	<p>Clauses shall be included in the Subdivision Agreement 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;</p> <ol style="list-style-type: none"> <li>1) 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.</li> <li>2) 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: <ol style="list-style-type: none"> <li>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: <ol style="list-style-type: none"> <li>(a) Bacteriological Analysis – Total coliform and E-coli counts</li> <li>(b) Chemical Analysis – Nitrate Test</li> <li>(c) Water level measurement below existing grade</li> </ol> </li> </ol> </li> <li>3) 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</li> </ol>	REGION OF PEEL



AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>Health) and Public Works Department (Development Supervisor) within 24 hours of the test results.</p> <p>4) 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.</p>	
REGION OF PEEL	74.	<p>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 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 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.</p>	REGION OF PEEL
REGION OF PEEL	75.	<p>The Developer 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. A clause shall be included in the Subdivision Agreement in respect of same.</p>	REGION OF PEEL
REGION OF PEEL	76.	<p>Provision shall be made in the Subdivision Agreement that the Developer shall grant/obtain (at no cost to the Region) all necessary easements for proposed/existing Regional infrastructures located in the vicinity of the proposed development, as this may be required by the Region to service proposed development and/or external lands.</p>	REGION OF PEEL
REGION OF PEEL	77.	<p>All streets shall be named to the satisfaction of the Town of Caledon and the Region of Peel. In this regard, proposed street names must be submitted as soon as possible after draft approval has been granted so that finalization of the plan is not unduly delayed.</p>	REGION OF PEEL
REGION OF PEEL	78.	<p>Prior to final approval by the Town of Caledon, a copy of the proposed final plan must be forwarded to the Region of</p>	REGION OF PEEL

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		Peel.	
REGION OF PEEL	79.	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.	REGION OF PEEL
REGION OF PEEL	80.	<p>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:</p> <ol style="list-style-type: none"> <li>1) A copy of the final signed M-Plan</li> <li>2) A copy of the final draft R-Plan(s); and</li> <li>3) The documents required pursuant to Schedule B of the Subdivision Agreement and all associated documents.</li> </ol> <p>A clause shall be included in the Subdivision Agreement in respect of same.</p>	REGION OF PEEL
TORONTO AND REGION CONSERVATION AUTHORITY (TRCA)	81.	<p>The final Plan shall be in general conformity with the draft plan prepared by WSP Canada Group Limited, dated February 3, 2020, prior to a request for clearance for registration of any phase of this plan, to:</p> <ol style="list-style-type: none"> <li>1) Include appropriate blocks that are to be gratuitously conveyed into public ownership as appropriate to the satisfaction of the Town of Caledon and TRCA.</li> <li>2) Meet the requirements of TRCA's conditions, including the adjustment of block lot lines to the satisfaction of the Town of Caledon and TRCA as a result of the completion of any necessary revisions.</li> <li>3) Should the above not be adequately addressed in the Plan, red-line revisions will be required to the satisfaction of the TRCA, to address TRCA's requirements with respect to these conditions.</li> </ol>	TRCA
TORONTO AND REGION CONSERVATION AUTHORITY (TRCA)	82.	Prior to registration of the Plan of Subdivision, an M-Plan shall be provided showing the adjusted lot/block lines, additional lots/blocks and any other required revisions to the satisfaction of the Town of Caledon and TRCA.	TRCA
TORONTO AND REGION CONSERVATION AUTHORITY (TRCA)	83.	<p>That prior to any development, pre-servicing or site alteration, or registration of this plan or any phase thereof, the applicant shall submit and receive the approval of the TRCA for:</p> <ol style="list-style-type: none"> <li>1) A detailed engineering implementation report (i.e.</li> </ol>	TRCA

AGENCY CONDITION	CONDITION	CLEARANCE AGENCY
	<p>Stormwater Management Report) that describes in detail the applicable stormwater management criteria (i.e. quantity, quality, erosion control, and water balance), how the proposed storm drainage system will be designed to meet the stormwater management criteria, and how it will comply with all related TRCA requirements. This report shall include, but is not limited to:</p> <ul style="list-style-type: none"> <li>a) Plans illustrating the existing drainage systems internal and external to the site, and how the proposed drainage plan will tie into surrounding drainage systems. Plans which demonstrate the proposed stormwater management techniques which are required to control minor and major flows. Confirmation must be provided with respect to how target flows as per the hydrologic studies will be achieved during and post-development.</li> <li>b) Provide provisions for appropriately sized Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality, quantity, and volume of ground and surface water resources, including how they relate to terrestrial and aquatic species and their habitat, in addition to natural features and systems, as may be applicable, in accordance with TRCA's current Stormwater Management Guidelines. The existing drainage patterns should be maintained, to the greatest extent possible, and the existing ecological function of all features is to be maintained, consistent with TRCA's guidelines.</li> <li>c) Detailed plans and mapping indicating location, orientation, size and description of all stormwater management features, including outlet structures, all other grading, site alterations, development, and infrastructure, which are required to service or facilitate the development of the subject lands, which may require a permit pursuant to Ontario Regulation 166/06.</li> <li>d) Stormwater management outlet/connection design details that conform to the requirements outlined in the Ministry of Environment (MOE) 2003 "Stormwater Management Planning and Design Manual", as may be amended, TRCA's 2012 "Stormwater Management Criteria Document", and TRCA's 2010 "LID Stormwater Management Planning and Design Guide" and all applicable Town of Caledon design standards.</li> </ul>	

AGENCY CONDITION	CONDITION	CLEARANCE AGENCY
	<p>e) Proposed methods for controlling or minimizing erosion and siltation on-site, on the adjacent valley slopes, and for downstream areas during and after site servicing and building construction, in accordance with TRCA's "Erosion and Sediment Control Guideline for Urban Construction" (dated December 2006), or its successor, as utilized by the TRCA. Erosion and sediment control plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included.</p> <p>f) Information detailing all anticipated temporary dewatering that may be required during the construction phases, 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.</p> <p>g) A detailed Water Balance assessment that will identify measures that will be implemented during pre and post development that:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• Mitigate against any potential on-site or downstream erosion associated with the stormwater management system.</li> </ul> <p>2) A development limit constraint map showing at minimum the natural heritage features and natural hazards, and associated buffers, for the proposed draft plan of subdivision to the satisfaction of the TRCA.</p> <p>3) Detailed grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to natural feature blocks or associated buffers and without encroachments, site alteration, the placement of materials or fill placement into buffers beyond the limits accepted prior to draft plan approval.</p> <p>4) All necessary Ontario Regulation 166/06 permits for development proposed within the TRCA regulated area on the subject property.</p> <p>5) A restoration plan for the valley buffer block to the satisfaction of TRCA staff.</p>	

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
TORONTO AND REGION CONSERVATION AUTHORITY (TRCA)	84.	<p>That the Owner agrees in the Subdivision Agreement, in wording acceptable to the TRCA:</p> <ol style="list-style-type: none"> <li>1) To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations and mitigation measures outlined in the technical reports and plans referenced in TRCA's conditions or otherwise reviewed by TRCA, including, but not limited to the following reports: <ul style="list-style-type: none"> <li>• Environmental Impact Study, prepared by GeoProcess Research Associated Inc., dated August 2019;</li> <li>• A Geotechnical Investigation and Slope Stability Assessment For Proposed Residential Development, prepared by Soil Engineers Ltd., dated July 2019;</li> <li>• Functional Servicing and Preliminary Stormwater Management Report, prepared by C.F. Crozier and Associates Inc., dated January 2020.</li> </ul> </li> <li>2) To implement the requirements of the TRCA's conditions in wording acceptable to the TRCA.</li> <li>3) To design and implement on-site erosion and sediment controls in accordance with current TRCA standards.</li> <li>4) To implement and 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.</li> <li>5) To obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA.</li> <li>6) To erect a permanent fence to the satisfaction of the TRCA at the rear of lots 9-14, the east lot line of Lot 8, and the west lot line of Lot 9, to prevent encroachment onto the adjacent Block 31 to the satisfaction of the TRCA prior to occupancy of each property.</li> <li>7) To provide for planting, and enhancement of all natural feature buffer areas in accordance with drawings approved by the TRCA. And, that monitoring, and replanting of these areas be completed for a minimum 3-year period, to the satisfaction of the TRCA, with sufficient funds being secured through a Letter of Credit in favour of the Town of Caledon, or other appropriate measure.</li> </ol>	TRCA

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>8) To provide for the warning clauses and information identified in TRCA's conditions.</p> <p>9) That, where required to satisfy TRCA's conditions, development shall be phased within this Plan.</p> <p>10) 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.</p> <p>11) To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (e.g. Jellyfish unit) prior to assumption of the subdivision by the Town of Caledon.</p> <p>12) To gratuitously dedicate Blocks 31 and 32 to the TRCA, in a condition that is satisfactory to the TRCA.</p> <p>13) To ensure community information maps and promotional materials for lots or blocks adjacent to Block 31 clearly identify the presence of the valley feature and buffer lock, identify limitations to permitted uses within these areas, and restrictions to access noted in TRCA's conditions.</p>	
TORONTO AND REGION CONSERVATION AUTHORITY (TRCA)	85.	<p>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 for lot(s) adjacent to Block 31 (environmental protection block buffers), which identifies the following:</p> <p>1) That a natural environmental restoration block is being provided adjacent to the subject property. This block is considered to be part of the publicly owned environmental protection area and will remain in a naturalized, unkept state. Private uses and alterations of any kind are not permitted on these lands. Uses such as private picnics; barbeque or garden areas; storage of materials and/or the dumping of lawn clippings/refuse or plowed snow are not permitted on these lands. In addition, access to the environmental protection lands is prohibited as is the installation of private rear yard gates.</p>	TRCA
TORONTO AND REGION CONSERVATION AUTHORITY (TRCA)	86.	<p>That the implementing zoning by-law recognize the slope and its associated buffer and access block, in a suitable environmental zoning category which has the effect of prohibiting development and structural encroachment and ensuring the long-term preservation of the lands in</p>	TRCA

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		perpetuity, to the satisfaction of the TRCA.	
PEEL DISTRICT SCHOOL BOARD	87.	<p>The Board requires that the following clauses be placed in any agreement of purchase and sale entered into with respect to any units on this plan, within a period of five years from the date of registration of the development agreement:</p> <ol style="list-style-type: none"> <li>1) "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. You are advised to contact the School Accommodation department of the Peel District School Board to determine the exact schools."</li> <li>2) "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 Board."</li> </ol>	PEEL DISTRICT SCHOOL BOARD
DUFFERIN PEEL CATHOLIC DISTRICT SCHOOL BOARD	88.	<p>That the applicant shall agree in the Servicing and/or Subdivision Agreement to include the following warning clauses in all offers of purchase and sale of residential lots until the permanent school for the area has been completed:</p> <ol style="list-style-type: none"> <li>1) "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 bused to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school."</li> <li>2) "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."</li> </ol>	DUFFERIN PEEL CATHOLIC DISTRICT SCHOOL BOARD
BELL CANADA	89.	We hereby advise the Developer to contact Bell Canada during detailed design to confirm the provision of communication/telecommunication infrastructure needed to service the development.	BELL CANADA
BELL CANADA	90.	The Developer is hereby advised that prior to commencing any work, the Developer must confirm that sufficient wire-	BELL CANADA

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Developer shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.</p> <p>If the Developer elects not to pay for the above-noted connection, then the Developer will be required to demonstrate to the satisfaction of the municipality that sufficient alternative communication/telecommunication will be provided to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).</p>	
ENBRIDGE GAS	91.	The owner/developer shall contact Enbridge Gas Distribution's Customer Connections department by emailing <a href="mailto:SalesArea20@enbridge.com">SalesArea20@enbridge.com</a> 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.	ENBRIDGE GAS
ENBRIDGE GAS	92.	If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the owner/developer.	ENBRIDGE GAS
ENBRIDGE GAS	93.	In the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.	ENBRIDGE GAS
ENBRIDGE GAS	94.	The owner/developer shall grade all road allowances to as 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.	ENBRIDGE GAS
CANADA POST	95.	The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.	CANADA POST
CANADA POST	96.	The builder/owner/developer will confirm to Canada Post that the final secured permanent Community Mailbox locations 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.	CANADA POST



AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
CANADA POST	97.	The owner/developer will 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.	CANADA POST
CANADA POST	98.	The owner/developer will 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 Community Mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.	CANADA POST
CANADA POST	99.	The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.	CANADA POST
CANADA POST	100.	The owner/developer agrees, 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 Town of Caledon.	CANADA POST
CANADA POST	101.	The owner/developer agrees to 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 numbers) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.	CANADA POST
CANADA POST	102.	The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.	CANADA POST
SUMMARY CONDITIONS	103.	Prior to signing the final plan the Town's Manager of Development Review Services shall be advised that all Conditions have been carried out to the satisfaction of the relevant agencies, and that a brief but complete statement detailing how each Condition has been satisfied has been provided:	TOWN
	104.	<b>Town of Caledon</b> that Conditions 1 through 58, inclusive	TOWN

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		have been satisfied.	
	105.	<b>Region of Peel</b> that Conditions 1, and 59 through 80, inclusive have been satisfied.	REGION
	106.	<b>Toronto and Region Conservation Authority</b> that Conditions 81 through 86, inclusive have been satisfied.	TRCA
	107.	<b>Peel District School Board</b> that Condition 87 has been satisfied.	PEEL DISTRICT SCHOOL BOARD
	108.	<b>Dufferin-Peel Catholic District School Board</b> that Condition 88 has been satisfied.	DUFFERIN PEEL CATHOLIC DISTRICT SCHOOL BOARD
	109.	<b>Bell Canada</b> that Conditions 89 and 90 have been satisfied.	BELL CANADA
	110.	<b>Enbridge Gas</b> that Conditions 91 through 94, inclusive have been satisfied.	ENBRIDGE GAS
	111.	<b>Canada Post</b> that Conditions 95 through 102, inclusive have been satisfied.	CANADA POST

NOTES: THE OWNER IS HEREBY ADVISED	1.	The Owner, their successors and assigns are hereby notified the Development Charges of the Town are payable in accordance with the applicable Development Charges By-laws, upon issuance of a building permit, at the rate in effect on the date issued.	
	2.	Notwithstanding the Servicing Requirements mentioned in Schedule A – Conditions of Draft Approval, all Standards in effect at the time of registration of the plan will apply.	
	3.	The Owner is hereby advised that all building permits are subject to Architectural Control. The Town of Caledon requires that prior to Building Permit submission, Building Permits are to be reviewed and approved by the Town's Control Architect.	

	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:	
	Attn: Larissa Svirplys-Howe Public Works, Development Services Region of Peel 10 Peel Centre Drive Brampton, Ontario L6T 4B9 Tel: 905-791-7800 Email:	Attn: Bianca Bielski Manager, Planning and Enrolment Peel District School Board 5650 Hurontario Street Mississauga, Ontario L5R 1C6 Tel: 905-890-1010 x. 2221 Email: Bianca.bielski@peelsb.com

	<p>larissa.svirplyshowe@peelregion.ca</p> <p>Attn: Stephanie Cox  Manager of Planning and Development  Dufferin-Peel Catholic District School Board  40 Matheson Blvd West  Mississauga, Ontario L5R 1C5  Tel: 905-890-1221  Email: stephanie.cox@dpcdsb.org</p>	<p>Attn: Christopher Fearon  Delivery Services Officer  Delivery Planning, GTA  Canada Post Corporation  200-5210 Bradco Boulevard  Mississauga, ON L4W 1G7  Tel: 905-206-1247  Email:  Christopher.fearon@canadapost.ca</p>	
	<p>Attn: Katherine Cappella  Manager  Archaeology Program Unit  Culture Division  Ministry of Tourism, Culture &amp; Sport  Suite 1700, 401 Bay St.  Toronto, Ontario M7A 0A7  Tel: 416-314-7132  Email: katherine.cappella@ontario.ca</p>	<p>Attn: Municipal Notices  Enbridge Gas Distribution Inc.  Distribution Asset Management,  Municipal Notices  4<sup>th</sup> Floor, 500 Consumers Road  North York, M2K 1P8  Tel: 416-758-4754  Email:  MunicipalPlanning@enbridge.com</p>	
	<p>Attn: Quentin Hanchard  Toronto and Region Conservation Authority  5 Shoreham Drive  Downsview, ON M3N 1S4  Tel: 416-661-6600  Email: quentin.hanchard@trca.ca</p>		