

SCHEDULE 'A'

CONDITIONS OF DRAFT APPROVAL

File: 21T-22006C

Subject: Draft Plan of Subdivision
 IBI Group on behalf of 12304 Heart Lake Road Limited Partnership
 0 and 12304 Heart Lake Road
 Part Lot 18 and 19, Concession 2 EHS (Chinguacousy), designated as Part 1 on Plan 43R-34717, Part 4 on Plan 43R-32060, Part of Part 11 and Part 13 on Plan 43R-28131 and Parts 1 and 2 on Plan 43R-37615
 Abbotside Way and Heart Lake Road

Draft Plan Approval Date: MMM, DD, YYYY (Date if Draft Approval to be inserted as the day after the last date for appeals in no appeals are made)

This approval applies to the Draft Plan of Subdivision prepared by IBI Group last revised on April 18, 2023 (the "Plan").

In accordance with By-law 2007-128, as amended, the Manager of Development in the Planning 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.

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 Planning Department at least **180** days prior to the lapsing date.

The Manager of Development in the Planning 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.	Prior to registration of the Plan, 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 including land dedications, grading,	LEGAL SERVICES REGION OF PEEL

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		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 of the Plan, a Zoning By-law for the development of the 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. To this end, the Zoning By-law may have Holding (“H”) Conditions/Symbols applied as part of the By-law, as required.	ZONING
TOWN	3.	Prior to registration of the Plan, the Owner shall provide a Certificate of Lot Area and Lot Frontage prepared and signed by an Ontario Land Surveyor, to the satisfaction of the Town of Caledon.	ZONING MUNICIPAL NUMBERING
TOWN	4.	This Plan shall be registered in one phase only. Building construction may proceed in phases. To this end, a clause shall be included in the Subdivision Agreement to this effect.	DEVELOPMENT PLANNING
TOWN	5.	<p>Prior to registration of the Plan, the Owner shall provide:</p> <p>a) A draft M-plan for the entire draft approved plan of subdivision to the satisfaction of the Town which:</p> <ul style="list-style-type: none"> a) Provides an 18 metre from centreline road widening (36 metre total right-of-way) on Heart Lake Road across the full frontage of the site in accordance with the 2006 Environmental Assessment - Heart Lake Road north of Mayfield Road to the satisfaction of the Town; b) Reflects the approved engineering drawings and final alignment of Abbotside Way to Heart Lake Road; and, c) Provides a 15 metre x 15 metre daylight triangle at the intersection of Abbotside Way and Heart Lake Road; and, <p>b) A certificate signed by an Ontario Land Surveyor and the Owner, stating that the plan will be registered in one phase and that the proposed plan to be submitted for registration is the same as the latest (most recent) draft approved plan, save and except the necessary revisions as noted above,</p> <p>all to the satisfaction of the Town.</p>	DEVELOPMENT PLANNING DEVELOPMENT ENGINEERING

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
TOWN	6.	<p>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:</p> <p>a) “Purchasers and/or tenants are advised that residential and agricultural uses exist in the area.”</p> <p>b) “Purchasers and/or tenants are advised that all commercial traffic and/or truck traffic shall be directed to Heart Lake Road and will not be permitted on Kennedy Road.”</p> <p>c) “Purchasers and/or tenants are advised that street trees and block 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. Purchasers and/or tenants are advised to confirm with the developer’s consulting landscape architect or the Town of Caledon, Development Landscape for proposed locations of any landscape features. Purchasers and/or tenants are advised that existing trees that have been retained on private blocks are the sole responsibility of the block owner and/or tenant to maintain.”</p> <p>d) “Purchasers and/or tenants are advised that existing trees that may have been retained on private blocks are the sole responsibility of the block owner and/or tenant to maintain.”</p> <p>2) A clause shall be included in the Subdivision Agreement for the Plan stating that the Owner shall include all above-noted warning clauses in all agreements of Purchase and Sale and Lease Agreements.</p>	<p>DEVELOPMENT PLANNING</p> <p>ENGINEERING</p> <p>LANDSCAPE</p>
TOWN	7.	<p>1) Prior to registration of the Plan, the Owner shall provide to the satisfaction of the Town, the following:</p> <p>a) Evidence from the Ministry of 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 the Subdivision Agreement for</p>	<p>DEVELOPMENT PLANNING</p>

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>the Plan, stating that the Owner shall attain all necessary approvals and permissions from the Ministry of 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 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 the Subdivision Agreement for the Plan, 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 for the Plan, stating that prior to Assumption of the plan, the Owner shall:</p> <p>a) 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>b) 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,</p> <p>all to the satisfaction of the Town.</p>	DEVELOPMENT PLANNING
TOWN	9.	<p>Prior to registration of the Plan, 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>	DEVELOPMENT PLANNING
TOWN	10.	<p>Prior to registration of the Plan,</p> <p>1) 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, school blocks, commercial and industrial blocks identified on the draft approved plan of subdivision.</p> <p>2) The signage and location shall be approved by the Town prior to the erection of the sign(s) on the property.</p> <p>3) A clause shall be included in the Subdivision Agreement for the plan 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>	DEVELOPMENT PLANNING

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
TOWN	11.	<p>1) Prior to registration of the Plan, 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 Projection and NAD83 Datum.</p> <p>2) Prior to registration of the Plan, the Owner shall provide a digital submission of the approved draft M-plan showing the entirety of the draft approved plan of subdivision 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 for the Plan, 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>	<p>DEVELOPMENT PLANNING</p> <p>INFORMATION TECHNOLOGY</p>
TOWN	12.	<p>a) The Owner shall retain an archaeologist, licensed by the Ministry of Citizenship and Multiculturalism under the provisions of the <i>Ontario Heritage Act</i>, R.S.O. 2005, as amended, to carry out a Stage 1-2 archaeological assessment for the entirety of the draft approved plan, to the satisfaction of the Ministry of Citizenship and Multiculturalism and the Town of Caledon.</p> <p>b) No demolition, construction, grading or other soil disturbances associated with the proposed works shall take place on the entirety of the draft approved plan prior to the Town of Caledon receiving, to their satisfaction, all completed archaeological assessment(s) and the Ministry of Citizenship and Multiculturalism compliance letter(s) indicating that all archaeological licensing and technical review requirements have been satisfied and the report(s) has been entered into the Public Registry. Clauses shall be inserted in the Subdivision Agreement for the Plan to this effect.</p>	HERITAGE
TOWN	13.	<p>Clauses shall be included in the Subdivision Agreement for the Plan which requires the Owner to:</p> <p>a) Avoid and/or mitigate, to the satisfaction of the Ministry of Citizenship and Multiculturalism and the Town, any archaeological resources that are identified through new information or documentation which may be received following the acceptance of archaeological assessment(s) by the Ministry of Citizenship and Multiculturalism and clearance of archaeological concerns for the subject lands by the Town.</p> <p>b) Immediately stop all work on the subject lands and notify the Town's Heritage staff, Director of Planning/Chief</p>	HERITAGE

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		Planner, and the Ministry of Citizenship and Multiculturalism in the event that deeply buried archaeological resources are found during the course of any grading or related works on the subject lands. Any and all work related to the discovery of deeply buried archaeological resources shall be carried out by the Owner, at their expense, to the satisfaction of the Ministry of Citizenship and Multiculturalism and the Town.	
TOWN	14.	Prior to the preparation of any agreement, the Owner shall pay to the Town all fees and costs 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 of Subdivision.	LEGAL SERVICES
TOWN	15.	A clause shall be included in the Subdivision Agreement stating that the Subdivision Agreement is made for business purposes and is a 'business agreement' as defined under the Limitations Act, 2002, as amended. Further, no limitation periods set out in the Limitations Act, 2002 other than the ultimate limitation period set out in section 15 of the Act shall apply to this Subdivision Agreement and the obligations imposed therein.	LEGAL SERVICES
TOWN	16.	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, within the subdivision, as required to the satisfaction of the Town, the Region or other authority.	LEGAL SERVICES
TOWN	17.	A clause shall be included in the Subdivision Agreement stating that the Owner is to use best efforts to secure a future external easement for a sanitary sewer east of Heart Lake Road in favour of the Region of Peel in order to facilitate development application(s) for the Block 2 lands.	LEGAL SERVICES DEVELOPMENT ENGINEERING
TOWN	18.	A clause shall be included in the Subdivision Agreement stating that 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.	LEGAL SERVICES
TOWN	19.	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 a Subdivision Agreement and any other	DEVELOPMENT ENGINEERING LANDSCAPE

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		necessary agreements with the Town.	
TOWN	20.	Prior to registration of the Plan and prior to any site works, the Owner shall post all necessary securities and pay all necessary fees as required by the Town.	DEVELOPMENT ENGINEERING LANDSCAPE
TOWN	21.	<p>a) Prior to registration of the Plan, the Owner shall be required to prepare a detailed Stormwater Management Report for the entirety of the draft approved plan 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 and Town requirements.</p> <p>b) A clause shall be included in the Subdivision Agreement for the Plan stating that the Owner shall carry out, or cause to carry out, the recommendations set out in the report to the satisfaction of the Town. In this regard, the Owner shall be responsible to outlet all stormwater flows from the Plan to an adequate and acceptable outlet, all to the satisfaction of the Town of Caledon, Region of Peel, and Toronto Region Conservation Authority.</p>	DEVELOPMENT ENGINEERING
TOWN	22.	A clause shall be included in the Subdivision Agreement for the Plan stating that Owner agrees to design and construct all municipal services within Abbotside Way to Heart Lake Road for the entirety of the draft approved plan in accordance with the approved engineering drawings, Final Stormwater Management Report and Functional Servicing Study to the satisfaction of the Town and Region of Peel.	DEVELOPMENT ENGINEERING
TOWN	23.	Prior to registration of the Plan, the Owner shall complete all documentation and pay all necessary fees required to amend the Town of Caledon Environmental Compliance Approval for a Municipal Stormwater Management System (ECA Number 324-S701).	DEVELOPMENT ENGINEERING
TOWN	24.	A clause shall be included in the Subdivision Agreement for the Plan, stating that prior to preliminary acceptance the Owner shall ensure that all stormwater management infrastructure required for the subject development is constructed, certified and operational in accordance with the Town approved engineering drawings and Environmental Compliance Approval, to the satisfaction of the Town. Certification must demonstrate that all storm infrastructure has been flushed and all deficiencies have been addressed to the satisfaction of the Town.	DEVELOPMENT ENGINEERING

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
TOWN	25.	<p>a) Prior to registration of the Plan, the Owner agrees to complete a bathymetric survey of the receiving stormwater management pond prior to topsoil stripping or earthworks.</p> <p>b) Clause(s) shall be included in the Subdivision Agreement for the Plan which requires the Owner to undertake a follow up sediment survey prior to assumption and to cleanout the sediment accumulated from the construction of the subdivision or make alternative cash-in-lieu arrangements to the satisfaction of the Director of Engineering.</p>	DEVELOPMENT ENGINEERING
TOWN	26.	<p>a) Prior to registration of the Plan, the grading and associated erosion and sedimentation control report and plans must be approved by the Town. The ESC Report shall include ESC plans for all phases of development and all required calculations for the proposed ESC measures. The ESC Report shall address Topsoil Management for the development with the objective of minimizing excess soil generated from the site. Topsoil Management Plan(s) and calculations shall be provided to detail the location, size, side slopes, stabilization methods and time period of storage of the topsoil stockpile(s).</p> <p>b) Clause(s) shall be included in the Subdivision Agreement for the Plan stating that the Owner shall implement all ESC measures and recommendations within the ESC Report to the satisfaction of the Town.</p>	DEVELOPMENT ENGINEERING
TOWN	27.	<p>a) Prior to registration of the Plan, a detailed soils investigation/report shall be prepared by a Geotechnical Engineer for the entirety of the draft approved plan and submitted to the Town for review and approval.</p> <p>b) A clause shall be included in the Subdivision Agreement for the Plan stating that the Owner shall carry out, or cause to be carried out, the recommendations contained in the soils report including pavement design structure for ideal and non-ideal conditions to the satisfaction of the Town.</p>	DEVELOPMENT ENGINEERING
TOWN	28.	<p>a) Prior to registration of the Plan, a Geotechnical investigation shall be prepared by a Geotechnical Engineer to assess the existing pavement structure of Heart Lake Road from Mayfield Road north to the Abbotside Way Extension Intersection and determine the need for any road improvements to support the truck traffic from the development of Block 1 and Block 2 as well as increased truck traffic from the existing warehouse properties west of the site.</p> <p>b) A clause shall be included in the Subdivision Agreement for the Plan, stating that the Owner shall carry out, or cause to</p>	DEVELOPMENT ENGINEERING

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		be carried out, the recommendations for road improvements as noted in the Geotechnical Investigation of Heart Lake Road.	
TOWN	29.	Prior to registration of the Plan, the Owner shall complete a Phase 1 Environmental Site Assessment (ESA), and a Phase 2 ESA if required, for the entirety of the draft approved plan, and address any remedial action plan through the appropriate agreement(s).	DEVELOPMENT ENGINEERING
TOWN	30.	Prior to registration of the Plan, the Owner shall submit a Ministry of Environment, Conservation and Parks (MECP) Record of Site Condition in accordance with the requirements of Regulation 153/04 under the Environmental Protection Area (as amended), for the entirety of the draft approved 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 MECP standards, and to provide proof to the Town or such governmental body that the Record of Site Condition has been acknowledged by the MECP 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.	DEVELOPMENT ENGINEERING
TOWN	31.	<p>a) Prior to registration of the Plan, the Owner shall provide a Revised Traffic Impact Study to address all outstanding Transportation Engineering comments dated December 22, 2022 to the satisfaction of the Town. The Owner shall reimburse the Town for the cost of any necessary peer review of the above noted report.</p> <p>b) A clause shall be included in the Subdivision Agreement for the Plan, stating that the Owner shall carry out, or cause to be carried out, the recommendations set out in the approved Revised Traffic Impact Study to the satisfaction of the Town. For greater certainty, the Subdivision Agreement shall provide that the Owner shall be responsible for the construction of the Abbotside Way Extension to Heart Lake Road, including interim intersection works, prior to occupancy of Block 1.</p>	DEVELOPMENT ENGINEERING TRANSPORTATION ENGINEERING
TOWN	32.	Prior to registration of the Plan, the Owner shall provide a Traffic Control Plan for the entirety of the draft approved 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, transit stops, 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 prior to preliminary acceptance.	DEVELOPMENT ENGINEERING TRANSPORTATION ENGINEERING

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
TOWN	33.	Prior to registration of the Plan, the Owner shall provide the Town with a Composite Utility Plan for the entirety of the draft approved plan that details the overall utility distribution for the subject development to the satisfaction of the Town and all affected authorities.	DEVELOPMENT ENGINEERING
TOWN	34.	Prior to registration of the Plan, arrangements shall be made to the satisfaction of the Town of Caledon for the relocation of any utilities required for the development of the subject lands to be undertaken at the sole expense of the applicant. Such clause shall permit the relocation of any utilities required for the development in a phased manner.	DEVELOPMENT ENGINEERING
TOWN	35.	Prior to registration of the Plan, 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	36.	The Owner shall agree in the Subdivision Agreement for the Plan to design, purchase material and install an LED street lighting system for the entirety of the draft approved 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. Such clause shall permit the installation of the LED street lighting system in a phased manner.	DEVELOPMENT ENGINEERING
TOWN	37.	<p>a) Prior to registration of the Plan, the Owner shall submit an Environmental Noise 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>b) The Owner shall agree in the Subdivision Agreement for the Plan to carry out, or cause to carry out, the recommendations set out in the approved noise study to the satisfaction of the Town.</p>	DEVELOPMENT ENGINEERING
TOWN	38.	Prior to registration of the Plan, all engineering drawings for the entirety of the draft approved plan must be approved and signed by the Town.	DEVELOPMENT ENGINEERING
TOWN	39.	A clause shall be included in the Subdivision Agreement for the Plan stating that all lots or blocks within the entirety of the draft approved plan left vacant for a period of time shall be graded, seeded, maintained, signed and fenced if required prohibiting dumping and trespassing to the satisfaction of the Town.	DEVELOPMENT ENGINEERING
TOWN	40.	A clause shall be included in the Subdivision Agreement for the Plan stating that prior to the commencement of construction the consulting engineer shall prepare a "Construction Notice" to be	ENGINEERING INSPECTIONS

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		delivered to all residents adjacent to the subject development and to all affected residents within the approved construction route to the satisfaction of the Town.	
TOWN	41.	a) Prior to registration of the Plan, the Owner shall engage the services of a suitably qualified Professional Engineer and provide the contact information of same. b) A clause shall be included in the Subdivision Agreement for the Plan stating that the Professional Engineer shall be required to be on-site full time during the construction of all of the works.	ENGINEERING INSPECTIONS
TOWN	42.	A clause shall be included in the Subdivision Agreement for the plan requiring: a) The Owner shall provide weekly reports to the Director of Engineering Services, pertaining to the erosion and sediment control facilities during grading and servicing work; b) The Owner shall undertake periodic inspections at the request of the Town to ensure maintenance of the erosion and sediment control facilities and submit reports to the Town upon completion of inspection; and, c) During building construction, the Owner shall commit to daily scraping of the roads and Bi-weekly flushing of the roads.	ENGINEERING INSPECTIONS
TOWN	43.	A clause shall be included in the Subdivision Agreement for the Plan stating that the Owner shall maintain the roads within the Plan in a mud and dust free condition and free of debris and obstructions until the Town has assumed the road system. During the period for which the Owner is required to keep the roads free of snow, the Town shall plow the roads as and when it considers necessary and charge the cost thereof to the Owner.	ENGINEERING INSPECTIONS
TOWN	44.	A clause shall be included in the Subdivision Agreement for the Plan stating that prior to preliminary acceptance the Owner shall provide the Town the inspection report and Authorization to Connect from the Electrical Safety Authority pertaining to the installed streetlights, street light pedestals and electrical wiring.	ENGINEERING INSPECTIONS
TOWN	45.	Clauses shall be included in the Subdivision Agreement for the Plan stating that prior to preliminary acceptance, the Professional Engineer shall, upon completion of base course asphalt: 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, b) Provide copies of the test results, findings and any	ENGINEERING INSPECTIONS

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		recommendations to both the Town and Owner.	
TOWN	46.	<p>A clause shall be included in the Subdivision Agreement for the Plan stating that the Professional Engineer shall:</p> <p>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,</p> <p>b) Provide copies of all test results, findings and any recommendations to both the Town and Owner.</p>	ENGINEERING INSPECTIONS
TOWN	47.	<p>A clause shall be included in the Subdivision Agreement for the Plan 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.</p>	ENGINEERING INSPECTIONS
TOWN	48.	<p>Prior to the execution of the Subdivision Agreement, the landscaping drawings must be approved and signed by the Town.</p>	LANDSCAPE
TOWN	49.	<p>1) Prior to registration of the Plan, the Owner shall submit detailed Landscape Drawings prepared by a Certified Landscape Architect, to the satisfaction of the Town. The Landscape Drawings shall address, but not be limited to, streetscaping and window streets, , all to the satisfaction of the Town. The Landscape Drawings shall be completed in accordance with the Town of Caledon Official Plan, Recreation and Parks Masterplan and the most current version of the Town of Caledon Development Standards & Subdivision Manual Policies and general/site specific Guidelines.</p> <p>2) A clause shall be included in the Subdivision Agreement for the Plan stating that the Owner shall, prior to Assumption, implement the approved Landscape Drawings, at the sole cost of the Owner, to the satisfaction of the Town.</p>	LANDSCAPE
TOWN	50.	<p>A clause shall be included in the Subdivision Agreement for the Plan 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 Subdivision Manual and Development Standards.</p>	LANDSCAPE

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TOWN	51.	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 as detailed in a Warranty Period Schedule, submitted to the satisfaction of the Town. This schedule is to include but is not limited to tree care (watering, structural pruning, mulching, etc.), the clean up of all refuse, waste and debris and cut grass on all non-residential frontages to the satisfaction of the Town until assumption of the Plan.	LANDSCAPE
TOWN	52.	<p>(1) Prior to the execution of the Subdivision Agreement for the Plan, the Owner shall retain a Certified Arborist or Registered Professional Forester to prepare a Tree Inventory Plan and Report, and a licensed landscape architect certified as an Arborist to prepare a Tree 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 (the entirety of the draft plan) 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 TIP report should also indicate if a subsequent hazard tree monitoring report is required.</p> <p>(2) A clause shall be included in the Subdivision Agreement for the Plan 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 any long term requirements and recommendations in the report have been carried out, to the satisfaction of the Town.</p>	LANDSCAPE
TOWN	53.	A clause shall be included in the Subdivision Agreement for the Plan stating that it is the sole responsibility of the Owner for ongoing maintenance and repairs to tree protection fencing for the entirety of the draft approved plan to the satisfaction of the Town until assumption.	LANDSCAPE
TOWN	54.	Clauses shall be included in the Subdivision Agreement requiring that all landscape and streetscape features are to be implemented in conformance with the approved Landscape Drawings and Urban Design Brief. Such clauses shall permit the implementation of all landscape and streetscape features in a	LANDSCAPE

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		manner that both allows for different construction timelines across the site and meets Town requirements.	
TOWN	55.	A clause shall be included in the Subdivision Agreement stating that the Owner agrees to provide parkland and/or cash-in-lieu of parkland in accordance with clauses 1-8 of the Parkland Dedication Agreement (Schedule H) of the Development Charge Credit Agreement dated August 4, 2009. Prior to registration of the Plan, the Trustee shall calculate parkland dedication requirement according to the Town's Official Plan policies and Official Plan Amendment No. 235 and identify whether the actual development triggers any additional parkland dedication requirement, above and beyond identified in the Parkland Dedication Summary in Schedule H of the Development Charge Credit Agreement dated August 4, 2009. The verification shall be in the form of a letter signed and dated by the Trustee.	PARKS
MINISTRY OF TRANSPORTATION (MTO)	56.	That prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a stormwater management report indicating the intended treatment of the calculated runoff.	MTO
MTO	57.	That prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a traffic impact study to assess the impacts on Highway 410 and identify any related highway improvements.	MTO
MTO	58.	That prior to final approval, the Owner shall submit to the Ministry of Transportation for their review and approval, a Draft M-Plan.	MTO
REGION OF PEEL (REGION)	59.	Prior to registration of the subdivision, the Owner shall execute a Subdivision Agreement with the local municipality and Region for the construction of municipal sanitary sewer, water and regional roads associated with the land. The Owner shall construct and design these services in accordance with the latest Region standards and requirements.	REGION
REGION OF PEEL	60.	The Owner shall gratuitously transfer to the Region free and clear of all encumbrances and to the satisfaction of the Region all necessary easements for proposed and existing Regional infrastructures as required by the Region to service Block 1. Prior to lifting of the Holding ("H") Symbol on Block 2, the Owner shall convey gratuitously a transfer to the Region free and clear of all encumbrances and to the satisfaction of the Region all outstanding, necessary easements for proposed and existing Regional infrastructure as required by the Region to service Block 2 lands. Block 2 lands will be subject to a supplementary servicing agreement with the Region as a requirement to lift the	REGION

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		Holding (“H”) Symbol. A clause to this effect shall be included in the Subdivision Agreement.	
REGION OF PEEL	61.	<p>The Owner shall acknowledge and agree that Block 2 as shown on the Draft Plan of Subdivision will be subject to a Holding (“H”) Symbol applied to the lands, and will remain in place until written confirmation is received from the Region that:</p> <ul style="list-style-type: none"> a. The Functional Servicing Report is deemed satisfactory; b. There is sufficient municipal water and sanitary sewer capacity to service the lands in Block 2; c. A Supplementary Servicing Agreement with the Region has been executed for Block 2 lands; d. All external sanitary sewers and watermains to service this Plan have been completed to the Region’s satisfaction; e. Written confirmation of clearance is also received from the Town of Caledon and Ministry of Transportation Ontario. 	REGION
REGION OF PEEL	62.	<p>The Owner shall acknowledge and agree that servicing of Block 2 of the subdivision will require:</p> <ul style="list-style-type: none"> a) Construction of 450 mm dia. sanitary sewer which is the financial responsibility of the Region pursuant to the Region’s Development Charges By-law and Policy F40-06. Contributory funding was included in the approved 2013 Capital Budget and Forecast. b) The Owner shall agree that is willing to cover the upfront construction costs and shall make appropriate financial agreement with the region prior to construction of such works. The reimbursement will be subject to the Region’s determination that it has or will have sufficient funds to finance the works. <p>Clauses shall be included in the Subdivision Agreement and/or supplementary servicing agreement in respect of same.</p>	REGION
REGION OF PEEL	63.	The Owner shall acknowledge and agree to obtain approvals and acceptances for construction and installation of sanitary sewer from the Town, the Region and all other relevant bodies, including the Ministry of Transportation Ontario and any conservation authority that requires approval or acceptances to complete the Works.	REGION
REGION OF PEEL	64.	The Owner shall acknowledge and agree not to commence the works until the Owner has obtained the Letter of Agreement with the Region and the Ministry of Transportation Ontario with respect to the design, construction and installation of the	REGION

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		Sanitary Sewer.	
REGION OF PEEL	65.	The Owner is advised that should the Ministry of Transportation Ontario object to the construction of the sanitary sewer works across the future highway corridor, it will be the Owner's responsibility to secure alternative servicing solution.	REGION
REGION OF PEEL	66.	The Owner shall acknowledge and agree that part of Block 1 as shown on Draft Plan of Subdivision can be serviced by the existing 250mm sanitary sewer on Abbotside Way which outlets to the Kennedy Road Sanitary Sewer Trunk, however the maximum allowable discharge cannot exceed 5.8L/s under the peak wet weather conditions. Any balance of the designed wastewater flows must be diverted easterly towards Speirs Giffen Avenue/Dixie Road sanitary sewer system. The relevant calculations must be included in the Functional Servicing Report prior to engineering submission to be approved by the Region.	REGION
REGION OF PEEL	67.	Prior to a satisfactory engineering submission, the Owner shall submit to the Region for review and approval a Functional Servicing Report, showing the proposed sanitary sewer, storm sewer and water servicing plans for the development.	REGION
REGION OF PEEL	68.	The Owner shall acknowledge and agree that financing and construction of all temporary/permanent infrastructure not covered by the Current Development Charges By-law (watermains, sanitary sewers) shall be 100% financial responsibility of the Owner. A clause shall be included in the Subdivision Agreement in respect of same.	REGION
REGION OF PEEL	69.	Prior to servicing, the Owner's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.	REGION
REGION OF PEEL	70.	Prior to servicing, the Owner shall submit a satisfactory engineering submission to the Region to review and approval.	REGION
REGION OF PEEL	71.	Within (60) days of preliminary acceptance of the underground services, the Owner's engineer shall submit "As Constructed" drawings in digital format, pursuant to the latest Region's Digital Format Guidelines. The Owner's engineer shall also provide ties to all main line valves, ties to individual water service boxes, linear ties to sanitary sewer services and GPS coordinates of all watermain and sanitary sewer appurtenances in accordance with the latest requirements of the Region "Development Procedure Manual". A clause shall be included in the Subdivision Agreement in respect of same.	REGION
REGION OF PEEL	72.	Prior to servicing the Region may require the Owner to construct a sampling hydrant (at the Owners cost) within the proposed	REGION

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.	
REGION OF PEEL	73.	The Owner agrees that the Region shall hold back 20% 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
REGION OF PEEL	74.	The Owner shall maintain adequate chlorine residuals in the watermains within the plan from the time the watermains are connected to the municipal system until such time as the Region issues Final Acceptance. To maintain adequate chlorine residuals, the Owner shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Owner pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.	REGION
REGION OF PEEL	75.	<p>Provision will be required in the Subdivision Agreement for the following clauses 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"> 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 Owner shall provide temporary water supply to the residents upon notice by the Region and the Owner shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Owner shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit. 2) The Owner shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should 	REGION

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		<p>be submitted to the Region as follows:</p> <ul style="list-style-type: none"> a) 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: <ul style="list-style-type: none"> I. Bacteriological Analysis - Total coliform and E-coli counts II. Chemical Analysis - Nitrate Test III. Water level measurement below existing grade b) In the event that the test results are not within the Ontario Drinking Water Standards, the Owner shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results. c) 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. 	
REGION OF PEEL	76.	The Owner shall acknowledge and agree that by proceeding with the construction of internal works in advance of external works to service the development, the Owner is doing it completely at his own risk. A clause shall be included in the Subdivision Agreement in respect of same.	REGION
REGION OF PEEL	77.	The Owner shall acknowledge and agree that preliminary acceptance of Regional services shall be given in a phased manner.. A clause shall be included in the Subdivision Agreement in respect of same.	REGION
REGION OF PEEL	78.	The Owner shall agree that neither the Owner nor any Builder will apply for building permits for any lots or blocks within the plan of subdivision until the Region's Public Works Department has issued Preliminary Acceptance and provided notice to the local municipality stating that internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction as appropriate for each phase of construction of the development. The Owner'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

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		Region. A clause shall be included in the Subdivision Agreement in respect of same.	
REGION OF PEEL	79.	The Owner acknowledges and agrees that the Owner is responsible for all costs associated with the relocation of existing services to accommodate the Works. The Owner shall have made appropriate arrangements with the Region regarding financing and relocation of the Region's services.	REGION
REGION OF PEEL	80.	The Owner acknowledges that any water service or sanitary service connections which are installed to service any proposed development that will not be utilized within one (1) year of Preliminary Acceptance shall be disconnected and removed at the Owner's expense in accordance with the Region's standards. Any re-commissioning of any disconnected services shall be the Owner's responsibility and at the Owner's cost.	REGION
REGION OF PEEL	81.	The Owner shall indemnify and hold the Region harmless from and against any and all actions, suites, claims, demands, and damages which may arise either directly or indirectly by reason of the development of the subject lands and/or construction of works, save and except for any actions, causes of action, claims, demands and damages arising out of the negligence of the Region or those for whom it is in law responsible. A clause shall be included in the Subdivision Agreement in respect of same.	REGION
REGION OF PEEL	82.	Prior to registration of the plan of subdivision, the Owner shall submit draft reference plan(s) for the Region's review and approval prior to such plans being deposited. All costs associated with preparation and depositing of the plans and transfer of lands shall be at the sole expense of the Owner.	REGION
REGION OF PEEL	83.	<p>The Owner agrees that prior to final approval by the Town and prior to the Region granting clearance of the draft plan conditions, the following shall require to be forwarded to the Region's Legal Services Division:</p> <ol style="list-style-type: none"> 1) A copy of the final signed M-Plan 2) A copy of the final draft R-Plan(s); and 3) Easement and conveyance documents required pursuant to the Subdivision Agreement and required by the registration of the plan. <p>A clause shall be included in the Subdivision Agreement in respect of same.</p>	REGION
BELL CANADA	84.	The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and	BELL CANADA

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		acknowledges to convey such easements at no cost to Bell Canada.	
BELL CANADA	85.	The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.	BELL CANADA
BELL CANADA	86.	The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.	BELL CANADA
BELL CANADA	87.	<p>It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.</p> <p>If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.</p>	BELL CANADA
ENBRIDGE GAS	88.	The applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea20@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.	ENBRIDGE GAS
ENBRIDGE GAS	89.	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.	ENBRIDGE GAS
ENBRIDGE GAS	90.	In the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.	ENBRIDGE GAS
ENBRIDGE GAS	91.	The applicant will 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.	ENBRIDGE GAS
CANADA POST	92.	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	CANADA POST

AGENCY CONDITION		CONDITION	CLEARANCE AGENCY
		servicing plans.	
CANADA POST	93.	The owner/developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not 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
CANADA POST	94.	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	95.	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
SUMMARY CONDITIONS	96.	Prior to signing the final plan the Town's Manager of Development 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 OF CALEDON
	97.	Town of Caledon that Conditions 1 through 55, inclusive have been satisfied.	TOWN OF CALEDON
	98.	Ministry of Transportation that Conditions 56 through 58, inclusive have been satisfied.	MINISTRY OF TRANSPORTATION
	99.	Region of Peel that Condition 1 and 59 through 83, inclusive have been satisfied.	REGION OF PEEL
	100.	Bell Canada that Conditions 84 through 87, inclusive have been satisfied.	BELL CANADA
	101.	Enbridge Gas that Conditions 88 through 91, inclusive have been satisfied.	ENBRIDGE GAS
	102.	Canada Post that Conditions 92 through 95, 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 prior to commencing any work within the Plan, the Owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Owner shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).	
	4.	Stormwater Management Reports must adhere to accepted Ministry policies/standards and must be signed and stamped by the Drainage Engineer. Stormwater submissions must be provided in electronic form.	MTO
	5.	Traffic Impact Studies must adhere to accepted Ministry practices/standards and must encompass the full build-out of the entire development (e.g. all phases if any).	MTO
	6.	Any identified highway improvements will require the owner to enter into a legal agreement with Ministry of Transportation whereby the owner agrees to assume financial responsibility for all necessary associated highway improvements.	MTO

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:

<p>Attn: Christina Marzo Public Works, Development Services Region of Peel 10 Peel Centre Drive Brampton, ON L6T 4B9 Tel: 905-791-7800 Email: Christina.Marzo@peelregion.ca</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: Municipal Notices Enbridge Gas Distribution Inc. Distribution Asset Management, Municipal Notices 4th Floor, 500 Consumers Road North York, ON M2K 1P8 Tel: 416-758-4754 Email: MunicipalPlanning@enbridge.com</p>	<p>Attn: Rosita Giles Right-of-way Control Centre Bell Canada Floor 5, 100 Borough Drive Scarborough, ON M1P 4W2 Tel: 426-296-6291 Email: rowcentre@bell.ca</p>
<p>Attn: Christopher Watts Archaeology Review Officer Cultural Programs Unit Programs & Services Branch Ministry of Citizenship and Multiculturalism 400 University Ave., 4th Floor Toronto, ON M7A 2R9 Tel: 416-212-5107 Email: christopher.watts@ontario.ca</p>	