



**SCHEDULE A
CONDITIONS OF APPROVAL**

**APPROVAL DATE OF DRAFT
PLAN OF SUBDIVISION:** March 28, 2022

FILE: T-M19002 W1

SUBJECT: Draft Plan of Subdivision
Part of Lot 11, Concession 2, South of Dundas Street
1444, 1448, 1454 and 1458 Cawthra Road
City of Mississauga
2530173 Ontario Corporation

In accordance with By-law 1-97, as amended, the Commissioner, Planning and Building Department has made a decision to approve the above noted draft plan of subdivision subject to the lapsing provisions and conditions listed below.

Approval of a draft plan of subdivision granted under Section 51 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, will be valid until approval is either withdrawn or the plan is registered. Approval may be withdrawn by the Commissioner, Planning and Building Department if approval of the final plan has not been given three (3) years after the date of approval of the draft plan.

NOTE: City is "The Corporation of the City of Mississauga"
Region is "The Regional Municipality of Peel"

- 1.0 Approval of the draft plan applies to the plan dated February 23, 2022.
- 2.0 That the applicant/owner agree, in writing, to satisfy all the requirements, financial and otherwise of the City and the Region.
- 3.0 The applicant/owner shall enter into a Subdivision Agreement including Municipal Infrastructure Schedules, and any other necessary agreements, in a form satisfactory to the City, Region or any other appropriate authority, prior to ANY development within the plan. These agreements may deal with matters including, but not limited to, the following: engineering matters such as municipal services, road widenings, land dedications, public easements, construction and reconstruction, signals, grading, fencing, noise mitigation, and warning clauses; financial issues such as cash contributions, levies (development charges), land dedications or reserves, securities or letters of credit; planning matters such as residential reserve blocks, buffer blocks, site development plan and landscape plan approvals; conservation and environmental matters; phasing and insurance. THE DETAILS OF THESE REQUIREMENTS ARE CONTAINED IN COMMENTS FROM AUTHORITIES, AGENCIES, AND DEPARTMENTS OF THE CITY AND REGION AS CONTAINED IN THE APPLICATION STATUS REPORT MARCH 2022, THAT CORRESPONDS WITH THE RESUBMISSION DATED JANUARY 2022 AND REMAIN APPLICABLE. THESE COMMENTS HAVE BEEN PROVIDED TO THE APPLICANT OR THEIR CONSULTANTS AND FORM PART OF THESE CONDITIONS.

- 4.0 All processing and administrative fees shall be paid prior to the registration of the plan. Such fees will be charged at prevailing rates of approved City and Regional Policies and By-laws on the day of payment.
- 5.0 The applicant/owner shall agree to convey/dedicate, gratuitously, any required road or highway widenings, 0.3 m (1 ft.) reserves, walkways, sight triangles, buffer blocks and utility or drainage easements to the satisfaction of the City, Region or other authority.
- 6.0 The applicant/owner shall provide all outstanding reports, plans or studies required by agency and departmental comments.
- 7.0 That a Zoning By-law for the development of these lands shall have been passed under Section 34 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, and be in full force and effect prior to registration of the plan.
- 8.0 The proposed street shall be named to the satisfaction of the City and the Region. In this regard, a list of street names shall be submitted to the City Transportation and Works Department as soon as possible after draft plan approval has been received and prior to any servicing submissions. The owner is advised to refer to the Region of Peel Street Names Index to avoid proposing street names which conflict with the approved or existing street names on the basis of duplication, spelling, pronunciation, and similar sounding.
- 9.0 Prior to final approval, the Engineer is required to submit, to the satisfaction of the Region, all engineering drawings in Micro-Station format as set out in the latest version of the Region of Peel "Development Procedure Manual".
- 10.0 Prior to final approval, the developer will be required to monitor wells, subject to the homeowner's permission, within the zone of influence, and to submit results to the satisfaction of the Region.
- 11.0 Prior to final approval, the Dufferin-Peel Catholic District School Board is to be satisfied that the applicant has agreed to include in the Subdivision Agreement and all offers of purchase and sale agreements for all residential lots, the following warning clauses until the permanent school for the area has been completed:
 - 11.1 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 bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.
 - 11.2 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.
- 12.0 Prior to final approval, the Peel District School Board is to be satisfied that the following provision is contained in the Subdivision Agreement and on all offers of purchase and sale agreements until the permanent school for the area has been completed:
 - 12.1 Whereas, despite the efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's

Transportation Policy #39. You are advised to contact the Planning and Resources Department of the Peel District School Board to determine the exact schools.

- 12.2 That 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 designated by the Board.
- 13.0 That the owner/applicant agree to provide a temporary location at which Canada Post Corporation may locate community mailboxes during construction, until curbing and sidewalks are in place at the prescribed permanent mailbox locations.
- 14.0 That the owner/applicant agrees to include in all offers of purchase and sale agreements a statement which advises the prospective new home purchasers that the mail delivery will be from a designated community mailbox, and to include the exact location of the community mailbox and further, advise any affected homeowners of any established easements granted to Canada Post Corporation.
- 15.0 Prior to final approval, confirmation be received from Canada Post Corporation that the applicant has made satisfactory arrangements for the installation of any central mail facilities required in this development.
- 16.0 Prior to execution of the Subdivision Agreement, the developer shall name to the satisfaction of the City Transportation and Works Department the telecommunications provider.
- 17.0 Prior to execution of the Subdivision Agreement, the developer must submit in writing, evidence to the Commissioner of the City Transportation and Works Department, that satisfactory arrangements have been made with the telecommunications provider, Cable TV and Hydro for the installation of their plant in a common trench, within the prescribed location on the road allowance.
- 18.0 Prior to the execution of a Subdivision Agreement, the applicant will be required to pay a storm water management development charge.
- 19.0 That the Subdivision Agreement shall contain a clause that purchasers/tenant are advised and hereby put on notice that acoustical barriers are located within the Condominium Corporation lands and that the said acoustical barriers shall not be altered or removed. It shall be the obligation of the Condominium Corporation to maintain and keep in repair the acoustical barriers situated within their lands.
- 20.0 That the Subdivision Agreement shall contain a clause that the owner provide for warnings/clauses in purchase and sales agreements and condominium declarations that the owner is advised and obligated to maintain, repair and replace, at their sole expense, any privacy fence in strict compliance with the approved location. The owner shall not alter and/or change the aforementioned privacy fence and any required future replacement of any privacy fence is to be installed in the same location in strict compliance with the approved location ensuring that appropriate buffering is provided between any fencing and common element features such as curbing, sidewalks, parking areas and outdoor amenity areas.
- 21.0 That the Subdivision Agreement shall contain a clause that the owner provide for warnings/clauses in purchases and sales agreements and condominium declarations that the owner is advised that the internal private roadway is to form part of the Common Element portion. All costs associated with the completion of any part of the private roadway shall be borne by the owner(s). The private roadway works shall be and remain at all times, under the private registered ownership of the owner(s), and its successors and assigns. The owner(s)

further acknowledges that the City shall not be responsible for any maintenance or repair of the private roadway.

- 22.0 That the Subdivision Agreement shall contain a clause that the City does not require off-site snow removal. However, in the case of heavy snow falls the limited snow storage space available on the property may make it necessary to truck the snow off the site with all associated costs being borne by the registered property owner.
- 23.0 That the Subdivision Agreement shall contain a clause that purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Ministry of the Environment, Conservation and Parks.
- 24.0 That the Subdivision Agreement shall contain a clause that 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 occasions 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.
- 25.0 That the Subdivision Agreement shall contain a clause that dwelling units have been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.
- 26.0 That the Subdivision Agreement shall contain a clause that dwelling units have been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.
- 27.0 That the Subdivision Agreement shall contain a clause that the owner shall contact the Development Engineering Section, Transportation and Works Department with respect to the procedure for the assignment of Public/Private Street names.
- 28.0 That the Subdivision Agreement shall contain a clause that the owner acknowledges that the City has implemented stormwater management policies intended to minimize the impact of development; and that it will be necessary to implement on-site stormwater management techniques in the design and construction of the site works and services, including but not limited to, rooftop storage and detention ponding in car parked and/or landscaped areas.
- 29.0 That the Subdivision Agreement shall contain a clause that the owner acknowledges that they will maintain the on-site stormwater management facilities and that they will not alter or remove these facilities without the prior written consent of the City.
- 30.0 That the Subdivision Agreement shall contain a clause that the owner hereby agrees to indemnify and save harmless the City from any and all claims, demands, suits, actions or causes of action as a result of, arising out of, or connected with any flooding of the lands subject to this agreement, with respect to the implementation of on-site stormwater management techniques incorporated into the design and construction of the site works and services. This indemnification and save harmless undertaking shall be binding upon the owner's successors and assigns.

- 31.0 That the Subdivision Agreement shall contain a clause that the owner acknowledges and agrees that all future purchase and sale agreements and all future lease agreements in connection with the subject lands, or any lot, part lot or other segment of the subject lands or of any residential development constructed on the subject lands, shall contain notice of the constraints on development of these lands described in this agreement, as well as notice of the indemnification and save harmless clause.
- 32.0 That the Subdivision Agreement shall contain a clause that prior to Site Plan approval for any building permit clearance, the owner's consulting engineer shall certify, to the satisfaction of the Transportation and Works Department, that the weeping tiles are situated at least 1.0 m above the seasonally high water table to ensure that the sump pumps do not operate continually.
- 33.0 That the Subdivision Agreement shall contain a clause that purchasers/tenants are advised and hereby put on notice that the internal road may be extended through potential future redevelopment of lands located to the north and south.
- 34.0 That the Subdivision Agreement shall contain a clause that purchasers/tenants are advised and hereby put on notice that the access onto Cawthra Road may be limited to right-in-right-out movements in the future.
- 35.0 That the Subdivision Agreement shall contain a clause that purchasers are advised that, despite the payment of monies by the developer to the City for street tree planting, site conditions may prevent the planting of a street tree within the Cawthra Road public right-of-way in front of this lot. Purchasers are further advised that the City will not reimburse purchasers for any payments made by the purchaser to the vendor for street tree planting should a tree not be planted within the public right-of-way in front of this lot.
- 36.0 That the Subdivision Agreement shall contain a clause that purchasers are advised that the City has no jurisdiction over the monies charged by the vendor to the purchaser for street tree planting.
- 37.0 That the Subdivision Agreement shall contain a clause that purchasers are advised that site conditions may require that a street tree is planted within the private lot rather than within the public right-of-way along Cawthra Road.
- 38.0 That the Subdivision Agreement shall contain a clause that purchasers are advised that the current Fee Charges By-Law permits the charge of \$607.12 per street tree, up to 60mm caliper.
- 39.0 That the Subdivision Agreement shall contain a clause that the owner will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the owner shall be responsible for the relocation of such facilities or easements.
- 40.0 That specific clauses regarding the maintenance plan for the stormwater management for the private lands be included in the Subdivision Agreement.
- 41.0 That the Subdivision Agreement shall contain a clause that prior to Site Plan approval for any building permit clearance, the Owner's consulting engineer shall certify, to the satisfaction of the Transportation and Works Department, as there is no storm sewer available, that sump pumps will be required to drain the weeping tiles. These systems are private and are the sole responsibility of the respective property owner to maintain and repair. The sump pump outlet

location shall be shown and it is preferred that the sump pump outlet be directed towards the road.

- 42.0 That the Subdivision Agreement shall contain a clause that approval of the site development plans by the Development and Design Division of the Planning and Building Department will be a prerequisite to the issuance of building permits for Unit 10 and Unit 16 which are to be reviewed according to the following conditions:
- a) Side elevations which face onto a public street shall be designed in a manner equal to the front elevation in terms of details, trim, the orderly placement of windows and roof forms;
 - b) The main entry shall be located facing the public street; and
 - c) A 1.0 m wide swinging gate is to be provided where noise attenuation fencing or wood screen privacy fencing returns to the side of a dwelling unit. In the case of noise attenuation fencing, the gate is to be constructed to a standard determined by the acoustical consultant.
- 43.0 That the Subdivision Agreement shall contain a clause that no lots or blocks shall have direct access to the Regional roads. Any existing driveways/accesses along Regional roads frontage not approved as part of this subdivision must be removed as part of the subdivision works at 100% the Developer's cost.
- 44.0 Prior to the registration of this Plan or any phase thereof, the Developer shall gratuitously dedicate, free and clear of all encumbrances and to the satisfaction of the Region: A road widening pursuant to the Region's Official Plan along Cawthra Road (Regional Road 17).
- a) The Region's Official Plan road widening requirement for mid-block along Cawthra Road is 41.5 metres right-of-way (20.75 metres from the centerline);
 - b) A 0.3 metre reserve along the frontage of Cawthra Road except at the approved access location; and
 - c) All costs associated with the transfer are the responsibility of the Developer. The Developer must provide the Region with the necessary title documents and reference plan(s) to confirm the Region's right-of-way.
- 45.0 Prior to any grading, servicing and construction, the Developer shall obtain from the Region's Public Works Department a road occupancy permit and construction access permit for all works within the Region's road right-of-way, including access works, and obtains such permit at least 48 hours prior to the commencement of work. Additional documentation, fees and securities shall be required with respect to the works for which the permit was obtained. All costs associated with the access and road works within the Region's right-of-way shall be borne entirely by the Developer. The location, design and implementation of the construction access must be acceptable to the Region. A clause shall be included in the Subdivision Agreement in respect of same.
- 46.0 The Developer shall acknowledge and agree to 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.
- 47.0 The Developer shall acknowledge and agree that landscaping, signs, fences, gateway features or any other encroachments will not be permitted within the Region's easements and/or Right-of-Way limits.

- 48.0 That the Subdivision Agreement shall contain a clause that the Developer agrees that neither they nor any Builder will make any alterations to the grading within Regional road right-of-way along the frontage of proposed development without prior Region's approval.
- 49.0 That the Subdivision Agreement shall contain a clause 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.
- 50.0 That the Subdivision Agreement shall contain a clause that the Developer acknowledges that: The Region of Peel has implemented stormwater management policies intended to minimize the impact of development on Regional storm network. Prior to registration of the Plan the Developer will be required to make satisfactory arrangements with the Region of Peel for the provision of on-site storm water quality controls in accordance with the Region of Peel stormwater management criteria. The implementation of on-site stormwater management techniques shall be included in all future purchase and sale and lease agreements in connection with the subject lands.
- 51.0 That the Subdivision Agreement shall contain a clause that the prior to final approval of the subdivision Plan, a noise abatement report is required for lots adjacent to Regional roads.
- 52.0 Provision shall be made in the Subdivision Agreement that the Developer agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:
- a) A copy of the final signed M-Plan
 - b) A copy of the final draft R-Plan(s); and
 - c) The documents required pursuant to Schedules of the Subdivision Agreement and all associated documents.
- 53.0 That prior to signing of the final plan, the Commissioner of Planning and Building is to be advised that all of the above noted conditions have been carried out to the satisfaction of the appropriate agencies and the City.

THE REQUIREMENTS OF THE CITY WILL BE EFFECTIVE FOR THIRTY-SIX (36) MONTHS FROM THE DATE THE CONDITIONS ARE APPROVED BY THE COMMISSIONER, PLANNING AND BUILDING DEPARTMENT. AFTER THIS DATE REVISED CONDITIONS WILL BE REQUIRED. NOTWITHSTANDING THE SERVICING REQUIREMENTS MENTIONED IN SCHEDULE A, CONDITIONS OF APPROVAL, THE STANDARDS IN EFFECT AT THE TIME OF REGISTRATION OF THE PLAN WILL APPLY.