

Results of Application Circulation

Orlando File: C11E15.002

External Departments & Agencies

- Alectra comments, dated January 2, 2020
- Toronto Region Conservation Authority comments dated October 9, 2020
- Region of Peel comments dated May 20, 2022, & draft plan conditions

January 2, 2020

City of Brampton
2 Wellington Street West
Brampton, Ontario L6Y 4R2
Attn: Rob Nykyforchyn

Re: Notice of Application and Request for Comments
Glen Schnarr & Associates Inc – Quarre Properties Inc & Heartland (Seven) Ltd
City File Number: C11E15.002
Subdivision File Number: 21T-19013B
Alectra EP File: Q2-54

Dear Rob,

As per your request for comments regarding the above project, we respond as follows:

A) Please include the following as conditions of approval:

- The owner/developer shall grant all necessary aerial or underground easements, as may be required to service this development, at no cost to Alectra Utilities. These will be confirmed during the final design of the roads and subdivision.
- The owner/developer shall enter to a servicing agreement (offer-to-connect) and will be responsible for the cost sharing as detailed in the offer-to-connect.
- The owner/developer shall be responsible for the costs of the relocation of existing plant to accommodate the new road(s).
- We supply one point of connection per legally severed lot. The designer will need to design this and any future additions from a single distribution point.

B) The owner/developer shall contact Alectra Utilities Subdivisions and ICI & Layouts Departments for the availability of adjacent plant capable of servicing this site and to discuss the electrical service installation requirements and schedule. The owner/developer shall be responsible for the costs associated with the hydro plant expansion to supply the development.

C) The owner/developer or their representative is strongly advised to consult Alectra Utilities' Conditions of Service, as they must adhere to all the conditions.

If you have any questions or concerns, feel free to contact me at 416.819.4975.

Yours Truly,
Henry Gamboa, CET
Supervisor, Distribution Design – Subdivisions

October 9, 2020

CFN 62265, CFN 50353.03

BY EMAIL: rob.nykyforchyn@brampton.ca

Mr. Rob Nykyforchyn, Development Planner
City of Brampton
2 Wellington Street West
Brampton, ON
L6Y 4R2

Dear Mr. Nykyforchyn:

**Re: Draft Plan of Subdivision – 21T-19013B
Official Plan Amendment & Zoning By-law Amendment – C11E15.02
Local Planning Appeal Tribunal (LPAT) Appeal – Case #PL171478 & PL171479
10690 Highway 50, 10700 Highway 50, 10900 Coleraine Drive & 10916 Coleraine Drive
City of Brampton
Quarre Properties Inc. & Heartland (Seven) Ltd. (Agent: Glen Schnarr & Associates Inc.)**

It is the understanding of Toronto and Region Conservation Authority (TRCA) staff that the above noted Official Plan Amendment (OPA) and Zoning By-law Amendment (ZBLA) applications have been appealed to the Local Planning Appeal Tribunal (LPAT) by the applicant because City Council failed to make a decision within the prescribed time period under the *Planning Act*. However, we understand the Draft Plan of Subdivision application has not been appealed and is currently not before the Tribunal.

We understand the appellant seeks to develop the subject lands in two phases and the current OPA and ZBLA apply to each proposed phase. The proposed Phase I lands are located between Highway 50 and Coleraine Drive. The Phase II lands are located west of Coleraine Drive. Minutes of Settlement (MOS) between TRCA and the appellant were executed in support of the Phase I applications. At the December 16, 2019 Case Management Conference (CMC), the appellant presented a partial settlement to the ZBLA appeal as it relates to the Phase I lands. At a subsequent settlement hearing on January 29, 2020, the balance of the ZBLA for the Phase I lands was approved.

A CMC was initially scheduled for May 1, 2020, for the Phase II lands. However, due to the Tribunal's Emergency Order dated March 24, 2020, the hearing was adjourned and rescheduled for October 13, 2020.

The Phase II lands are traversed by Rainbow Creek, a tributary of the Humber River Watershed. Also, a significant portion of the site is located within the Regulatory Floodplain. As such, a significant portion of the Phase II lands are located within TRCA's Regulated Area and are subject to O. Reg. 166/06 (as amended) and TRCA's "Living City Policies for Planning and Development within the Watersheds of the TRCA" (LCP). As such, TRCA requested and obtained Party status.

Given the above, TRCA has an interest in several issues associated with the OPA and ZBLA. TRCA's issues relate to the proposed realignment of Rainbow Creek; natural hazards, natural heritage protection and restoration; natural heritage compensation; stormwater management; and water balance. TRCA's issues are identified in our letter dated April 7, 2020. To resolve TRCA's issues, TRCA staff have been working with the appellant and their consulting team. TRCA staff is now in receipt of the appellant's

resubmission (received on August 27, 2020), which includes the following documents, intended to formally respond to our previous concerns:

- Response Matrix to TRCA Comments, dated August 2020, prepared by TMIG;
- Response Matrix to City Comments, dated August 2020, prepared by TMIG;
- Draft Plan, dated September 25, 2019, prepared by Glen Schnarr & Associates Inc.;
- Concept Plan, Drawing No. A-1, dated September 10, 2019, prepared by Orlando Corporation;
- Draft Official Plan Amendment (OPA) and Schedule;
- Draft Zoning By-law and Schedule;
- Final Scoped Environmental Impact Study (EIS): Block 47-2 Phase 2, dated July 2020, prepared by Savanta;
- Functional Servicing Report (FSR), dated August 2020, prepared by TMIG;
- Region of Peel Greenlands System and City of Brampton Environmental Policy Response Letter, dated April 21, 2020, prepared by Glen Schnarr & Associates Inc.;
- Hydrologic Model, dated August 2020, prepared by TMIG.

Given TRCA staff's review of the updates plans and technical documents submitted on August 27, 2020, the key priority issues that were identified in our letter dated April 7, 2020, have in-principle been adequately addressed. As such, TRCA staff supports in-principle the OPA and ZBLA as currently submitted. Should the Tribunal decide to approve the OPA and ZBLA applications as currently submitted or with revisions, we request the opportunity to provide TRCA's conditions to be included in the Tribunal's final Order.

I trust these comments are of assistance. Should you have any further questions or comments, please do not hesitate to contact the undersigned.

Yours truly,



Adam Miller, BES, MCIP, RPP
Senior Manager
Development Planning & Permits
Extension 5244
/am

cc: Tim Duncan, Fogler Rubinoff LLP: tduncan@foglers.com
Rob Nykyforchyn, City of Brampton: rob.nykyforchyn@brampton.ca
Michael Hoy, City of Brampton: michael.hoy@brampton.ca
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Carl Brawley, GSAI: carlb@gsai.ca
Brennan Paul, TRCA
Dilnesaw Chekol, TRCA

May 20, 2022

Rob Nykyforchyn
Planner, Development Services
City of Brampton
2 Wellington Street West
Brampton ON, L6Y 4R2
rob.nykyforchyn@brampton.ca

**RE: Application for Draft Plan of Subdivision
Part of Lot 14 & 15, Con 11 North Division
Quarre Properties Inc. & Heartland (Seven) Limited
City of Brampton, Ward 10**

Public Works

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Dear Mr. Nykyforchyn,

Region of Peel comments and Draft Plan Conditions can be found below.

COMMENTS

The following comments are provided to assist the developer in the preparation of the related drawings and materials.

Tertiary Plan

The Tertiary Plan is to be updated to reflect the general location of the stormwater management pond on abutting lands to the south, as indicated in letter from First Gulf Corporation dated December 24, 2021.

Traffic

*Road Widening*s

The Draft Plan of Subdivision must be updated to reflect the Region's property dedication requirements as per Section 7.7 of the Region of Peel Official Plan as follows:

1. For the purposes of facilitating the new Arterial A2 Arterial Road:
 - a. Mid-block Right-of-Way requirement is 45 meters, 22.50 meters measured from centreline of A2 Collector Road,
 - b. 245 meters within a municipal intersection, Right-of-Way requirement is 50.5 meters, 25.25 meters measured from centerline of A2 Collector Road;
 - c. 15m x 15m daylight triangle at the intersection of A2 Collector Road and Countryside Drive;
 - d. 0.3 metre reserve along the frontage of A2 Collector Road and behind the daylight triangles.
2. For the purposes of facilitating the widening and realignment of the Coleraine Drive (Regional Road 150):
 - a. Mid-block Right-of-Way requirement is 36 meters, 18 meters measured from centreline of Coleraine Drive,
 - b. 245 meters within a municipal intersection, Right-of-Way requirement is 41.5 meters, 20.75 meters measured from centerline of Coleraine Drive;
 - c. 15m x 15m daylight triangle at the intersection of Coleraine Drive and Countryside Drive;
 - d. 0.3 metre reserve along the frontage of Coleraine Drive and behind the daylight triangles.
3. The applicant to provide overlays confirming that A2 Arterial Road and Coleraine Drive ROW alignments shown on the Draft Plan of Subdivision conform to the most recent EA road design. Revisions to the blocks may be required.

Daylight Triangles

4. Revise Block 12 such that the Daylight Triangles and their associated reserves are recognized as separate blocks to be conveyed to the Region.

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Please refer to the redline attached and update the Draft Plan of Subdivision accordingly.

Servicing

Sanitary Sewer Facilities

- Municipal sanitary sewer facilities consist of 750mm diameter sanitary sewer on Coleraine Drive.
- A Functional Servicing Report (FSR) showing proposed sanitary sewer servicing plans for the development and provision for the adjacent land, if any, will be required for review and approval by the Region prior to the engineering submission.
- Servicing of the subdivision will require construction of a temporary pumping station within the Plan and sanitary sewer forcemain. The Pumping Station and the forcemain are 100% the financial responsibility of the Developer.
- External easements and construction will be required.

Water Facilities

- The lands are in Water Pressure Zone 5 supply system.
- Existing infrastructure consist of a 300mm diameter watermain on Coleraine Drive and 300mm diameter watermain on Countryside Drive.
- A Functional Servicing Report (FSR) showing proposed water servicing plans for the development and provision for the adjacent land, if any, will be required for review and approval by the Region prior to the engineering submission.
- External easements and construction will be required.

REGION ROADS

- The proposed development abuts Coleraine Drive and A2 Arterial Road, both are Regional Roads shown on the Region's Official Plan.
- Region of Peel will not permit any changes to grading within Regional ROW along the frontage of proposed development.
- No lots or blocks shall have direct access to Regional Roads. Any future access shall be in accordance with the Region's Controlled Access Bylaw, 62-2013, as amended.
- Storm water flow shall be looked at in a holistic manner for all developments along Regional roadways. The relocation of storm systems across Regional roadways shall be done symmetrically, so that the distance between the inlet and outlet of the system onto the Regional roadway are the same or less as compared to the pre-development condition. Under no circumstances should the flow of storm water be diverted along the Regional right of way (by pipe or channel), in order to accomplish the relocation of a drainage feature with-in or adjacent to the Regional right of way.
- The Developer is advised that the Region is currently undertaking a Schedule C Class Environmental Assessment (EA) pertaining to Coleraine Drive and A2 Arterial Road (along the east and west sides of the subdivision, respectively). It is recommended the Developer, or his consultant contact the Region to clarify specific road improvement requirements prior to preparation of detailed engineering plans and/or reports.

Financial Impact

Development Charges

- The Developer acknowledges that the lands are subject to the Region's Development Charges By-law in effect from time to time. The applicable development charges shall be paid in the manner and at the times provided by this By-law.

Capital Budget

- Servicing of this Plan will require construction of 400/600/750mm diameter watermains and 375mm sanitary sewer which are the financial responsibility of the Region of Peel as per the Development Charges By-law. Should the Developer wish to proceed with the works in order to obtain clearance of the Draft Plan conditions at a time when the Region is not prepared to fund the works, then the Developer shall be required to enter into a Front End Financing Agreement, in accordance with Regional Policy F40-06, prior to the construction of the works. This agreement will be subject to the Region's determination that it has or will have sufficient funds to justify entering into the Agreement, and will be conditional upon Regional Council approval. The following required oversized sanitary sewers, watermain and intersection improvement works are included in the Region's Five Year Capital Budget and Forecast.

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Component No.	Project No.	Construction Year	Description
20922	24-1178	2024	600mm dia. watermain on A2 Collector Rd
30711	20-1176	2022	400mm dia. on Coleraine Drive from Countryside Drive to East-West Arterial Road
30713	20-1177	2022	400mm dia. on Coleraine Drive from Countryside Drive to Mayfield Road
52658	24-1172	2026	400mm dia. watermain on Countryside Drive from Coleraine Drive to A2
20915	23-1171	2025	400mm dia. watermain on Countryside Drive from future Road A2 to Clarkway Drive
28911	24-1170	2026	750mm dia. watermain on Countryside Drive from The Gore Road to Clarkway Drive
3827	24-2175	2024	375mm dia. sanitary sewer south of A2 Collector Rd

DRAFT PLAN CONDITIONS

Please refer to the Region’s Conditions of Draft Plan Approval attached.

CONCLUSION

If you have any questions or concerns, please contact me at your earliest convenience at jason.deluca@peelregion.ca.

Sincerely,



Jason De Luca RPP MCIP
Principal Planner
Planning & Development Services, Public Works

c. John Hardcastle, Manager, Planning & Development Services, Brampton Section

Attachments

- Attachment #1: Region Staff redline of Draft Plan
- Attachment #2: Draft Conditions of Draft Plan Approval

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DRAFT PLAN CONDITIONS

1. 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.
2. Should the Developer wish to proceed with the pre-servicing of the Plan, prior to the Region's widening and re-alignment of Coleraine Drive and/or the construction of the new A2 Arterial Road, interim access road works will be required at 100% the expense of the Developer. The costs shall include all design and construction works. A detailed engineering submission designed, stamped, and dated by a Professional Licensed Ontario Engineer shall be submitted to the Region for review and approval prior to construction within the Region's right of way. The engineering submission shall include removals, new construction and grading, typical sections, and pavement and signage drawings, and shall include plan and profile drawings. A clause shall be included in the Subdivision Agreement in respect of same.

Land Dedications and Easements

3. Prior to or upon registration of the plan of subdivision, the Developer shall gratuitously convey, free and clear of all encumbrances, and to the satisfaction of the Region:
 - a) Blocks X, X, X and X as described on the Draft Plan of Subdivision for Regional application no. 21T-19013B dated X, prepared by GSAI, for the purposes of the road-widening and related transportation infrastructure along Coleraine Drive (Regional Road 150) pursuant to the Region's Official Plan.

All costs associated with land transfers shall be at the sole expense of the Developer. Clauses shall be included in the Subdivision Agreement in respect of same.

4. As a condition of registration of this Plan or any phase thereof, the Developer shall dedicate, free and clear of all encumbrances and to the satisfaction of the Region:
 - a) Blocks X, X and X as described on the Draft Plan of Subdivision for Regional application no. 21T-19013B dated X, prepared by GSAI, for the construction of the re-alignment of Coleraine Drive (Regional Road 150) and related transportation infrastructure, pursuant to the Region's Official Plan.
 - b) Blocks X and X as described on the Draft Plan for Regional application no. 21T-19013B dated X, prepared by GSAI, for the construction of the new A2 Arterial Road.

Where the lands to be dedicated under this condition are for the construction of new roads which have been identified as being 100% growth related and funded by development charges all in accordance with the *Development Charges Act*, compensation will be in accordance with the land rate established under the Region's 2020 Development Charges Background Study.

The Developer shall, after the detailed design for the widening and re-alignment of Coleraine Drive is finalized, acquire from the Region, the closed portion of Old Coleraine Drive located immediately east of Block X and south of Coleraine Drive.

5. For the purposes of the land dedication referred to in Condition no. 5, the Region will compensate the Developer equal to the land rate established under the Region's Development Charges Background Study 2020 and indexed to the date that the Agreement was completed.
6. The Developer shall gratuitously transfer to the Region, free and clear of all encumbrances and to the satisfaction of the Region:
 - a) All temporary and permanent easements required in support of the Coleraine Drive and A2 Arterial Road Environmental Assessment (EA) and Detailed Design (DD); and
 - b) All necessary easements for proposed and existing Regional infrastructures as required by the Region to service the proposed plan.

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- c) All costs associated with easements shall be 100% the responsibility of the Developer.

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

7. The Region reserves the right to redline the Draft Plan of Subdivision prior to registration to ensure conformity with the final design of the A2 Arterial Road and Coleraine Drive.

Access

8. Clauses shall be included in the Subdivision Agreement in respect of:
- No lots or blocks shall have direct access to A2 Arterial Road.
 - The Developer shall remove any existing driveway/accesses along the frontage of A2 Road that do not conform to the approved plans at its sole cost.
 - The Developer shall provide an engineering design for: interim scenario (before Region widens A2 Arterial Road beyond 4 lanes of traffic) and ultimate scenario (after A2 Arterial Road is widened to a 6-lanes cross-section).

Traffic Impact Study

9. Prior to registration of the Plan, a Traffic Impact Study, approved to the Region, is required, detailing the impact on the Regional road network and identifying any mitigation measures.
10. Engineering requirements for the intersections with Regional roads shall be determined after the Traffic Impact Study has been completed and filed, to the satisfaction of the Region.
11. Any road access/improvement works as identified in the Traffic Impact Study, including design and construction costs, shall be 100% the Developer's responsibility. Clauses shall be included in the Subdivision Agreement in respect of same.

Road Occupancy Permit

12. Prior to any grading, servicing and construction, the Developer shall obtain from the Region's Public Works Department a road occupancy/construction access permit for all works within the Region's road right-of-way and obtains such permit at least 48 hours prior to the commencement of work. Additional documentation, fees and securities will be required with respect to the works for which the permit was obtained. All costs associated with the road works within the Region's right-of-way shall be borne entirely by the Developer.
A clause shall be included in the Subdivision Agreement in respect of same.
13. The location, design and implementation of the construction access for the subdivision work must be acceptable to the Region and interim road works may be required to that effect. All costs associated with the construction access works to facilitate the development shall be 100% borne by the Developer. A Letter of Credit for 100% of the estimated cost of construction access works will be required by the Region prior to any approvals.
14. The Developer shall acknowledge and agree that prior to the registration of the Plan of subdivision, or any phase thereof:
- Landscaping, signs, fences, gateway features, and any other encroachments will not be permitted within the Region's easements and right-of-way limits.
 - The Region will not permit any alteration to grading within A2 Arterial Road and Coleraine Drive right-of-way along the frontage of the Lands.
15. Storm water from the Plan shall not be diverted by any means whatsoever to or along the future A2 Arterial Road and/or the Coleraine Drive right of way, including any required road widenings or re-alignments thereto. All costs associated with the on- or off-site management of storm water required for the purposes of the Plan shall be the responsibility of the Developer.
Clauses shall be included in the Subdivision Agreement in respect of same.
16. The Developer shall construct a SWM Pond ("SWM Pond 1") within Block 6, of a sufficient size to accommodate the entire A2 Arterial Road storm water run-off, to the satisfaction of the Region and at no cost to the Region.

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17. Prior to or upon registration of the Plan of Subdivision the Developer shall arrange for the gratuitous conveyance of lands to the City of Brampton, of a size and in a location satisfactory to Region and City, for the purposes of the construction of a SWM Pond ("SWM Pond 2") subject to the following requirements:
 - a) SWM Pond 2 shall be located within the adjacent lands owned by First Gulf (and legally described as XXX, subject to a temporary easement in favour of the Region for the construction and maintenance of SWM Pond 2. The easement shall expire upon completion of the construction of SWM Pond 2 and the final assumption of the Plan Prior to final assumption of the Plan of Subdivision, the Region shall be responsible for the maintenance and operation of SWM Pond 2, as well as any and all associated costs and liability associated therewith.
 - b) Following assumption of the plan of subdivision, the City shall assume all responsibility for the maintenance and operation as well as all associated costs and liability for SWM Pond 2.
 - c) The lands to be conveyed for the construction of SWM Pond 2 shall be no less than 1.2ha. Prior to registration of the Plan of Subdivision, the Developer shall submit a draft reference plan showing the location and area of the lands to be conveyed to the City for SWM Pond 2 for the Region's review and approval, prior to such plan being deposited. All costs associated with preparation and depositing of the plan and transfer of lands for SWM Pond 2 shall be at the sole expense of the Developer. Where, in the sole and absolute discretion of the City, it is determined that any land conveyed to the City for the purposes of SWM Pond 2 are deemed to be excess to the City's requirements, those lands shall be gratuitously conveyed to the owner of the land located adjacent to SWM Pond 2, upon written request by the owner of the adjacent lands to the City.
18. The Developer shall acknowledge and agree that, based on Region's modelling and in the absence of the proposed A2 arterial road,
 - a) A temporary 300mm diameter watermain looping from Countryside Drive to Coleraine Drive along the westerly and southerly limits of the property (within an easement) will be required. The cost of constructing and abandonment of the temporary watermain infrastructure will be at the sole responsibility of the Developer. A Letter of Credit in the amount of \$100,000.00 will be required from the Developer to ensure that transfer of temporary services into the ultimate system is properly completed for buildings located west of Rainbow Creek. A clause shall be included in the Subdivision Agreement in respect of same;
 - b) A temporary private sanitary sewer, Pumping Station and twin sanitary sewer forcemains will be required to service the Plan. The cost of constructing sanitary sewer infrastructure and abandonment of the temporary Pumping Station and twin forcemains will be at the sole responsibility of the Developer. A Letter of Credit in the amount of \$200,000.00 will be required from the Developer to ensure a proper abandonment of the sewer infrastructure and that the transfer of temporary services into the ultimate system are properly completed for buildings located west of Rainbow Creek. A clause shall be included in the Subdivision Agreement in respect of same;
19. The Developer shall acknowledge and agree that servicing of the subdivision will require construction of the following:
 - Watermains:
 - i. 600mm dia. watermain on A2 Arterial Rd, project 24-1178;
 - ii. 400mm dia. on Coleraine Drive from Countryside Drive to East-West Arterial Road, project 20-1176;
 - iii. 400mm dia. on Coleraine Drive from Countryside Drive to Mayfield Road, project 20-1177;
 - iv. 400mm dia. watermain on Countryside Drive from Coleraine Drive to A2, project 24-1172;
 - v. 400mm dia. watermain on Countryside Drive from future Road A2 to Clarkway Drive, project 23-1171;
 - vi. 750mm dia. watermain on Countryside Drive from The Gore Road to Clarkway Drive, project 24-1170;
 - Sanitary Sewers:
 - vii. 375mm dia. sanitary sewer south of A2 Arterial Rd, project 24-2175;
 - c) The 400/600/750mm watermains and 375mm sanitary sewer are the financial responsibility of the Region as per Development Charges By-Law and are included in the Region's Five-Year Capital Budget and Forecast; and
 - d) The Developer shall make appropriate financial arrangement with the Region prior to construction of such works. The construction will be subject to the

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Region's determination that it has or will have sufficient funds to finance the works.

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

20. The Developer shall acknowledge and agree that financing and construction of all temporary/permanent infrastructures not covered by the current Development Charges By-law (watermains, sanitary sewers) shall be 100% financial responsibility of the Developer. A clause shall be included in the Subdivision Agreement in respect of same.
21. Prior to servicing, the Developer's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.
22. 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.
23. Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval:
 - a) A Functional Servicing Report (FSR) showing proposed watermain, sanitary and storm sewer servicing plan for the development and provision for the external lands;
 - b) Storm Drainage Study Report to determine and demonstrate, to the satisfaction of the Region, that there is no adverse effect of the proposal on the existing structures and drainage along A2 Arterial Road.Clauses shall be included in the Subdivision Agreement in respect of same.
24. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.
25. Prior to servicing of the subdivision, the Region may require the Developer to construct a sampling hydrant (at 100% the Developer's expense) within the proposed Plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.
26. 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.
27. The Developer will maintain adequate chlorine residuals in the watermains within the Plan from the time the watermains are connected to the municipal system until such time as the Region issues Final Acceptance. To maintain adequate chlorine residuals, the Developer shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Developer pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.
28. 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;
 - a) 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

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- the wells or providing a permanent water service connection from the watermain to the dwelling unit.
- b) The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
- i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
 2. Bacteriological Analysis - Total coliform and E-coli counts
 3. Chemical Analysis - Nitrate Test
 4. Water level measurement below existing grade
 - ii. In the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
 - iii. 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.
29. 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 A2 Arterial Road intersection works, internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing that 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.
30. Restriction on transfer or charge for all lots and blocks within the Plan of subdivision, save and except those to be conveyed to the City and the Region, shall be registered on title to said lots and blocks prohibiting any transfer or charge of said lots and blocks without the consent of the Region until all servicing works and external sanitary sewers and watermains to service this Plan have been completed to the Region's satisfaction. The Developer shall be responsible for all costs in respect of said restriction on title. A clause shall be included in the Subdivision Agreement in respect of same.
31. Prior to registration, the Developer shall provide a site-specific Development Phasing Plan, if applicable, to outline the intended sequence of development within the Plan, both geographically and chronologically, including the provision of necessary supporting road and servicing infrastructure, all to the satisfaction of the Region.
32. 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.
33. 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 Schedule of the Subdivision Agreement and all associated documents.
- A clause shall be included in the Subdivision Agreement in respect of same.

