

**APPENDIX 7**

**OZS-2021-0036 – DRAFT CONDITIONS OF DRAFT PLAN APPROVAL**

**SCHEDULE "A"  
CONDITIONS OF DRAFT APPROVAL****DRAFT APPROVAL****DATE:** (Day After Last Day for Filing an Appeal if No Appeal has been Filed)**APPLICANT:** Alexandra Krstajic**SUBJECT:** **Draft Plan of Subdivision**  
Alexandra Krstajic  
21T-21013B  
City of Brampton  
OZS-2021-0036  
Planner: Mark Michniak

In accordance with By-law 10-97 the Council of the City of Brampton has made a decision to authorize the draft approval of the above noted draft plan of subdivision subject to the following conditions.

**Approved Plan and Redlines**

1. The final plan shall conform to the draft plan prepared by KLM Planning Partners Inc. dated June 2, 2021.

**Subdivision Agreement**

2. Prior to registration, the owner shall enter into a Subdivision Agreement and any other agreements deemed necessary by the City of Brampton, Region or any other approval authority.

These agreements shall deal with any matter and include any term or condition which an approval authority may require, where such matters, terms, or conditions, are reasonable in the opinion of the approval authority, having regard to the nature of the development proposed for the subdivision, in accordance with s.51 of the Planning Act. These agreements may address matters including but not limited to the following:

- 2.1 Planning matters such as parkland/open space dedications and development, residential reserves, buffer blocks, tree preservation, trails, site development plan, utilities, architectural control, homebuyers' information map, heritage conservation and landscape plan approvals, phasing/staging of development, warning clauses and notices.
- 2.2 Engineering matters such as municipal services, road widening, construction and reconstruction, transit infrastructure, traffic signals, grading, fencing, well monitoring, septic systems, waste management, pressure testing/chlorination, noise mitigation and warning clauses.
- 2.3 Financial issues such as cash contributions, levies (development charges), land

dedications or reserves, securities or letters of credit.

- 2.4 Details regarding all matters and requirements referenced in these conditions of draft approval may be provided by way of Comments and Conditions Memos from approval authorities, or from agencies and departments of the City and/or Region, in response to the circulation of the draft plan of subdivision. The conditions expressly identified in the Comments and Conditions Memos as referenced and/or attached to this draft approval and/or any such additional or amended Comments and Conditions Memos as may be provided to the owner in accordance with this draft approval shall be deemed to be conditions for the purposes of this draft approval. General requirements of the City's Subdivision Manual, Development Design Guidelines, Region's Design Criteria and Material Specification Manual, and Landscape Guidelines, as applicable and as amended or replaced from time to time, shall be implemented through the terms and conditions of the Subdivision Agreement.

### **Fees**

3. Prior to registration, all processing and administrative fees shall be paid. Such fees will be charged at prevailing rates of approved City and Regional Policies and By-laws on the day of payment.

### **Zoning**

4. The Zoning By-law implementing the subject plan shall be approved under Section 34 of the Planning Act, R.S.O. 1990, c.P.13, as amended, and be in full force and effect prior to registration of the plan.

### **Easement and Land Dedication within the Plan**

5. Prior to registration of the Plan, the owner shall gratuitously convey and/or dedicate any required road or highway widening, 0.3 m (1 ft.) reserves, walkways, sight triangles, radius roundings, buffer blocks other land required for municipal purposes and utility or drainage easements to the satisfaction of the City, Region, or other authority.
6. All lands which are to be conveyed to the City shall be free and clear of any and all encumbrances, unless otherwise approved by the City.

### **External Easements and Land Dedications**

7. Prior to registration, the owner shall gratuitously convey all necessary external easements and lands for access, drainage, servicing, utility purposes and for any other municipal purposes, as may be required, to the appropriate municipality, agency or public authority. The owner is advised that no servicing works shall be permitted until the detailed engineering drawings are approved and external easements and lands granted.
8. All lands which are to be conveyed to the City shall be free and clear of any and all encumbrances, unless otherwise approved by the City.

9. Where the City has required as a condition of registration that the owner convey lands gratuitously to the City for municipal purposes, and where the lands have been so conveyed to the City, and where prior to assumption of the plan the City determines in its sole and absolute discretion that said lands (or any interest therein) are surplus to its requirements and are no longer required, then the City may reconvey said lands (or any interest therein) to the Owner, gratuitously, provided that the Owner shall be required to pay for any fees, taxes, and/or disbursements related to the reconveyance, including but not limited to registration fees and the cost of preparing and filing a reference plan.

### **Parkland Dedication**

10. Prior to registration, the owner shall provide all outstanding reports, plans or studies required by the appropriate Municipality, agency or public authority and the approved recommendations shall be incorporated into the plans, agreements or otherwise implemented to the satisfaction of the City in consultation with the applicable agency and/or public authority.

### **Studies**

11. Prior to registration, the owner shall provide all outstanding reports, plans or studies required by the appropriate Municipality, agency or public authority and the approved recommendations shall be incorporated into the plans, agreements or otherwise implemented to the satisfaction of the City in consultation with the applicable agency and/or public authority.

### **Staging**

12. Development of the plan shall be staged to the satisfaction of the City and the Region in accordance with the approved Growth Management Staging and Sequencing Strategy. In this regard provision shall be made in the subdivision agreement to allow for the registration of this plan in phases, only in accordance with the approved Growth Management Staging and Sequencing Strategy.
13. Where a Growth Management Staging and Sequencing Strategy has not been required by the City, staging shall be based on the timing of essential services that serve the plan including, but not limited to: servicing capacity, road improvements, school availability, etc. In this regard the owner shall agree to enter into a phasing agreement, the provisions of which may be incorporated into the Subdivision agreement to allow the registration of this plan in phases.

### **Drawings**

14. Prior to registration the owner shall submit drawings to the satisfaction of the City in consultation with the applicable agency and/or public authority for approval.

### **Servicing**

15. Prior to registration, the recommendations of the approved Functional Servicing Report shall have been incorporated into all engineering plans.

### **Cost-share Agreement**

16. Prior to registration the owner shall sign the Landowners Cost Share Agreement (or other named agreement), and provide the City with a written acknowledgment from the Trustee appointed pursuant to the agreement, that the owner has signed the agreement and has delivered the deeds or made the payments required by the agreement, and that the plan may be released for registration.

### **School Boards**

17. Prior to final approval, the City of Brampton shall be advised by the School Board(s) that satisfactory arrangements regarding the adequate provision and distribution of educational facilities have been made between the owner and the School Boards for this Plan.

### **Dufferin-Peel Catholic District School Board**

18. The owner shall agree in the Servicing and/or Subdivision Agreement to include the following warning clauses in all offers of purchase and sale of residential lots until the permanent school for the area has been completed.
  - a) "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."
  - b) "That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board."

### **Peel District School Board**

19. Prior to final approval, the City of Brampton shall be advised by the School Board(s) that satisfactory arrangements regarding the provision and distribution of educational facilities have been made between the developer/applicant and the School Board(s) for this plan.
20. The owner shall agree to include the following clause be placed in any agreement of purchase and sale entered into with respect to any units on this plan, within a period of five years from the date of registration of the development agreement:
  - a) "Whereas, despite the efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in the neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bused

to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the School Accommodation department of the Peel District School Board to determine the exact schools."

- b) "The purchaser agrees that for the purposes of transportation to school the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Board."
- 21. The owner shall agree to erect and maintain signs at the entrances to the development which shall advise prospective purchases that due to present school facilities, some of the children from the development may have to be accommodated in temporary facilities or bused to schools, according to the Peel District School Board's Transportation Policy."

### **Canada Post**

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

- 22. Consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
- 23. Confirm to Canada Post that the final secured permanent CMB locations will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
- 24. Install a concrete pad at each CMB location as well as any required walkway across the boulevard and any required curb depression for wheelchair access as per Canada Post's concrete pad specification drawings.
- 25. Agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary CMB location. This location will be in a safe area away from construction activity in order that CMB may be installed to service addresses that have occupied prior to the pouring of the permanent CMB pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
- 26. Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
- 27. Agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of the Canada Post CMB site location, as approved by Canada Post and the City of Brampton.
- 28. Include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated CMB, and to include the exact location thereof; and further, advise any affected homeowners of any established easements granted to Canada Post Should there be any concerns pertaining to our mail

delivery policy requirements, please contact the undersigned.

### **Enbridge Gas Distribution**

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

29. Contact Enbridge Gas Distribution'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.
30. Agree that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.
31. Agree that any easement(s) that are required to service this development and any future adjacent developments will be provided to Enbridge Gas Distribution at no cost.
32. That the Owner shall ensure to grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

### **Rogers Telecommunications**

Prior to registration of the subdivision, the owner shall:

33. Agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the "Communications Service Providers") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.
34. Agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.
35. Agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.
36. Agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

**Bell Canada**

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

37. Agree to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
38. 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.

**Alectra Utilites**

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

39. Grant all necessary aerial or underground easements, as may be required to service this development, at no cost to Alectra Utilities. These will be confirmed during the final design of the roads and subdivision.
40. Enter to a servicing agreement (offer-to-connect) and will be responsible for the cost sharing as detailed in the offer-to-connect.
41. Be responsible for the costs associated with the hydro plant expansion to supply the development.
42. Be responsible for the costs of the relocation of existing plant to accommodate the new roads or driveways.
43. Contact Alectra Utilities Subdivisions Department to obtain a subdivision application form (SAF) and to discuss the electrical service installation requirements and schedule. The owner/developer shall submit the SAF at least 6 months prior to the start of electrical distribution system (EDS) installation. SAF is available by visiting <https://alectrautilities.com/find-form?parent=9> (under Construction Services).

**Hydro/Telecommunications**

44. Prior to the release of the plan for registration, the owner must submit in writing, evidence to the Commissioner, Planning, Building and Economic Development that satisfactory arrangements have been made with the telecommunications and hydro providers for the installation of their plants in the common trench, within the prescribed location in the road allowances.

**Region of Peel**

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

## Development Charges

45. The Prior to execution of the Subdivision Agreement by the Region, the Developer shall:
- a) Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Developer's knowledge at the time of the submission and to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan; and
  - b) Pay to the Region the appropriate hard service residential development charges (water, wastewater and road service components), pursuant to the Region's Development Charges By-law, as amended from time to time, calculated based on the information provided in the Residential Development Charges Payment Form.
46. Provision shall be made in the Subdivision Agreement with respect to:
- a) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
  - b) Collection of development charges for future residential development blocks (nonfreehold townhouses or apartment blocks).

Pursuant to the Region's Development Charges By-law, as amended from time to time.

## Water Meter Fees

47. In respect of the water meter fees:
- a) Prior to registration of the plan of subdivision, the Developer shall pay to the Region the appropriate water meter fees, in accordance with the Region's Fees Bylaw, as amended from time to time for residential building lots (singles, semidetached and freehold townhomes) to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan for the Lands;
  - b) A clause shall be included in the Subdivision Agreement that water meter fees for future residential development (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable to the Region prior to issuance of building permits, in accordance with the Region's Fees By-law, as amended from time to time; and
  - c) A clause shall be included in the Subdivision Agreement that in the event of an underpayment of water meter fees, the Developer shall be responsible for payment thereof forthwith upon request.

## Drawings – Servicing and “As Constructed”

48. Prior to servicing, the Developer's engineer shall submit all engineering drawings in the

digital format to the latest Region's Digital Format Guidelines.

49. The 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.

### **General Conditions**

50. A clause shall be included in the Subdivision Agreement stating that the Developer acknowledges and agrees that landscaping, signs, fences, gateway features, and any other encroachments shall not be permitted within the Region's easements and right-of-way.
51. A clause shall be included in the Subdivision Agreement that a 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 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.
52. 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.
53. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval:
  - a) Functional Servicing Report showing the proposed sanitary sewer, storm sewer and water servicing plans for the development.
54. Prior to registration of the plan of subdivision, the Developer shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Developer. The cost shall be based on a "per kilometre" basis for combined watermains and sanitary sewers installed pursuant to the Region's latest User Fees By-law.
55. The Prior to registration of the plan of subdivision, the Developer shall ensure that:

- a) All lots and blocks must be serviced via an internal road network.

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

56. Prior to servicing the Region may require the Developer to construct a sampling hydrant (at the Developers cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.
57. 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.

58. 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.

59.

- a) 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;
- b) Until the issuance of Final Acceptance a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit;

- c) 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:
    - a. Bacteriological Analysis - Total coliform and E-coli counts
    - b. Chemical Analysis - Nitrate Test
    - c. Water level measurement below existing grade
- d) 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; and
- e) 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.

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

- 60. The Developer shall agree that neither the Developer nor any Builder will apply for building permits for any lots or blocks within the plan of subdivision until the Region's Public Works Department has issued Preliminary Acceptance and provided notice to the local municipality stating that internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing 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.

- 61. Provision shall be made in the Subdivision Agreement that the Developer shall grant/obtain ( at no cost to the Region) all necessary easements for proposed /existing Regional infrastructures located in the vicinity of the proposed development, as this may be required by the Region to service proposed development and/or external lands.
- 62. 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.

63. 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) Easement and conveyance documents required pursuant to this Agreement and registration of this plan.

A clause shall be included in the Subdivision Agreement in respect of same.

### **Administrative — Clearance of Conditions**

64. Prior to the signing of the final plan by the Commissioner, Planning, Building and Economic Development, or her designate, they shall be advised that the above noted conditions have been carried out to the satisfaction of the appropriate agencies and the City.

#### **NOTE 1:**

In accordance with City Council resolution C003-97, draft approval granted under Section 51 of the Planning Act, R.S.O., 1990, c.P.13 is valid until draft approval is either withdrawn, or the plan is registered. The conditions of draft approval will, however, be reviewed initially 3 years after draft approval is granted and subsequently every 2 years to determine if the conditions are appropriate or whether draft approval should be withdrawn.

#### **NOTE 2:**

In order to expedite the clearance of conditions, we suggest that a copy of the signed Subdivision Agreement be forwarded to the following agencies upon execution:

Canada Post Corporation  
200 - 5210 Bradco Blvd  
Mississauga, Ontario  
L4W 1G7

The Dufferin-Peel Catholic District School Board  
40 Matheson Boulevard West  
Mississauga, Ontario  
L5R 105

Peel District School Board  
5650 Hurontario Street  
Mississauga, Ontario

L5R 1C6

Enbridge Gas Distribution Inc.  
500 Consumers Road  
North York, Ontario  
M2J 1P8

Alectra Utilities  
175 Sandalwood Parkway West  
Brampton, Ontario  
L7A 1E8

Bell Canada  
100 Commerce Valley Drive West  
Thornhill, Ontario  
L3T 0A1

Rogers Cable Communications Inc.  
3573 Wolfedale Road  
Mississauga, Ontario  
L5C 3T6

Region of Peel  
10 Peel Centre Drive  
Brampton, Ontario  
L6T 4B9

Toronto and Region Conservation Authority  
101 Exchange Avenue,  
Vaughan, Ontario  
L4K5R6

**NOTE 3:**

The costs of any relocations or revisions to Hydro One facilities which are necessary to accommodate this subdivision will be borne by the owner, and further any easement rights of Hydro One are to be respected. The owner should contact the local Hydro One Area office to verify if any low voltage distribution lines may be affected by the proposal.

**NOTE 4:**

It is recommended that the owner or their consultant contact the Toronto and Region Conservation Authority to clarify specific requirements prior to preparation of detailed engineering reports.

## Draft Plan of Subdivision Conditions of Draft Approval Comments and Conditions Memo Tracking Sheet

Forestside Estates Inc. – KLM Planning Partners Inc.

File: OZS-2021-0036 & 21T-21013B

Planner: Mark Michniak

Date of Draft Approval:

Department/Division/Section	Memo Date		
	Initial Draft Approval	Revisions Memo Date	Effective Draft Approval Date*
Public Works – Development Engineering	December 3, 2021		
Public Works – Transportation Engineering	September 2, 2021		
Planning & Development Services – Development Services	December 22, 2021		
Planning & Development Services – Building Division	January 10, 2022		
Public Works & Engineering Development – Park Planning	December 17, 2021		
Region of Peel	January 12, 2022		

\*day after 20 days after making decision (date of decision = date of cover memo signed by Commissioner/Director for minor amendments of Notice of Decision)

**Note 1:**

Any changes to the conditions (including minor amendments and revisions) to the conditions expressly identified in any Comment and Conditions Memo are subject to Section 51 (41) of the Planning Act and the amendment to the draft approval shall be deemed to have been made the day after the appeal period is over (the day after the 20-day appeal period), whether or not notice has been issued).

Accordingly, preparation of any agreement or supplementary agreement (as the case may be), will not occur until the appeal period has passed.

**COMMENTS AND CONDITIONS MEMO**

Date: December 22, 2021

**File: (OZS-2021-0036 File and 21T-21013B)**

From: Mark Michniak

Subject: Requirements for Plan of Subdivision 21T-21013B  
(To permit a residential development of 51 dwellings)  
**Forestside Estates Inc. – KLM Planning Partners Inc.**  
Block 373 of Plan 43M-1799 & Block 94 of Plan 43M-1803  
Corner of Literacy Drive and Academy Drive  
Ward: 10

Circulation Date: December 22, 2021

Plan: Draft Plan of Subdivision  
Part of Lot 10, Concession 10 Northern Division

Plan Dated: June 2, 2021

Comment Revision #: 1.0

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The following represents a summation of comments and conditions from the **Development Services Division of the Planning, Building and Economic Development Department** with respect to matters dealing with Zoning, community information maps, warnings, notices, growth management, other general requirements to be included in the subdivision agreement, among others.

**A. PRIOR TO DRAFT PLAN APPROVAL**

***The following shall be addressed prior to the release of the application for draft plan approval.***

***Sales Office Homebuyers Information Map***

1. Prior to draft plan approval, the developer shall prepare a preliminary Homebuyers Information Map of the subdivision to be posted in a prominent

location in each sales office where homes in the subdivision are being sold. The map shall contain the following information and clauses as applicable:

- a) The proposed land uses within the subdivision based on the latest draft plan.
- b) Where applicable, a statement indicating that church and school sites may be used for residential uses if they are not acquired for their original purpose within the time period specified in the subdivision agreement.
- c) The immediately surrounding existing and proposed land uses.
- d) Those lots or blocks that have existing and potential noise environmental problems based on the noise feasibility study. Include all relevant warning clauses on the map.
- e) The approximate locations of noise attenuation walls and berms;
- f) The approximate locations and types of other fencing within the subdivision
- g) Where parks and open space, storm water management facilities and walkways are located.
- h) The types and locations of parks, valley lands and other open space (i.e. passive or active) and a general description of their proposed facilities and anticipated level of maintenance (to be confirmed in each case with the Engineering and Development Services Division).
- i) Potential locations of all Canada Post community mail boxes on corner lots (except corner lots at the intersection of an arterial road).
- j) The locations of all Brampton Transit routes through the subdivision.
- k) The following standard notes, using capital letters where noted:

**i. "NOTICE AND ADVICE TO PURCHASERS:**

THIS MAP IS INTENDED TO PROVIDE HOME BUYERS WITH GENERAL INFORMATION ABOUT THE SUBDIVISION AND THE SURROUNDING AREA. THE FOLLOWING IS A LIST OF POTENTIAL CONCERNS THAT HOMEBUYERS MAY HAVE AND THE TELEPHONE NUMBERS AT CITY HALL IF YOU NEED MORE INFORMATION. FOR THE BEST SERVICE, YOU ARE ENCOURAGED TO CALL DURING NORMAL BUSINESS HOURS WHICH ARE 8:30 AM TO 4:30 PM, MONDAY TO FRIDAY.

PLEASE NOTE:

THIS MAP IS BASED ON INFORMATION AVAILABLE ON (MONTH/YEAR) AND MAY BE REVISED WITHOUT NOTICE TO PURCHASERS. HOWEVER, ANY CHANGE IN PERMITTED LAND USE INVOLVES A PLANNING PROCESS, INCLUDING PUBLIC NOTIFICATION IN ACCORDANCE WITH THE PLANNING ACT"

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- ii. "The map shows that there will be several types of housing in the subdivision. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."
  - iii. "Sites shown on the map for future schools, apartments, townhouses, churches, shopping plazas, parks etc. could have driveways anywhere along their street frontage. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."
  - iv. "Some streets in this subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."
  - v. "There may be catch basins or utilities easements located on some lots in this subdivision. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."
  - vi. "Some lots and development blocks will be affected by noise from adjacent roads, the railway, industries or aircraft and warning clauses will apply to purchasers. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."
  - vii. "The map shows that some of the lots affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."
  - viii. "Valleys and storm water management ponds in this subdivision will be left in a natural condition with minimal maintenance and no grass cutting, only periodic removal of paper and debris. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."
  - ix. "The final location of walkways in Block 82 may change without notice."
  - x. "Door to door mail delivery will not be provided in this subdivision and Community mailboxes will be directly beside some lots. If you have any questions, please call 1-800-267-1177."
  - xi. "Some streets will have sidewalks on both sides while others will have them on only one side or not at all. If you have any questions,

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please call (905) 874-2050 or email  
planning.development@brampton.ca.”

- xii. “The completion of some dwellings in this subdivision may be delayed until after the completion of exterior finishes on the adjacent buildings. If you have any questions, please call (905) 874-2050 or email planning.development@brampton.ca.”
- xiii. “There may be Brampton Transit bus routes on some streets within this subdivision with stops beside some homes. The City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. If you have any questions, please call (905) 874-2750 or email transit@brampton.ca.”
- xiv. “Boulevard trees will be planted according to City requirements approximately 12 to 18 metres apart and a tree will not necessarily be located in front of every home.”
- xv. “The offer of purchase and sale may contain itemized charges for features covered in the City’s subdivision agreement. These features may include street trees, driveway paving, sodding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may also be described in general terms, such as “community aesthetics enhancements”. Despite paying this charge, the purchaser may be left without a tree on the lot in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905) 874-2050 or email planning.development@brampton.ca.”
- xvi. “The City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.’
- xvii. “Although the developer is required to provide trees at regular intervals on the public boulevards within this subdivision, local site conditions may not allow for a tree to be planted in front of some homes.”
- xviii. “The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, in the City’s discretion, without notification to purchasers. Builders’ sales brochures may depict these features differently from what is shown on the Community Design Guidelines or the as-built drawings. The City has no control over builders’ sales brochures.”

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- xix. "Gates are not permitted in fences when lots abut a valleyland, park or stormwater management block."
  - xx. "The City of Brampton's Zoning By-law regulates the width of driveways. Please do not have your driveway widened before inquiring about the permitted driveway width for your lot."
  - xxi. "FOR FURTHER INFORMATION, ON PROPOSED AND EXISTING LAND USE, PLEASE CALL (905) 874-2050 or EMAIL PLANNING.DEVELOPMENT@BRAMPTON.CA."
  - xxii. "FOR DETAILED BERMING AND GRADING INFORMATION, PLEASE CALL THE SUBDIVIDER'S ENGINEERING CONSULTANT."
  - xxiii. FOR DETAILED INFORMATION PERTAINING TO STREETScape, PARKS OR OPEN SPACE, PLEASE CALL THE SUBDIVIDER'S LANDSCAPE ARCHITECTURAL CONSULTANT."

### ***Growth Management/Staging and Sequencing***

2. N/A

Further conditions to those set out in Section B below may be provided as a result of the resolution of matters identified in this Section A of the memo

### **B. DRAFT PLAN APPROVAL REQUIREMENTS/CONDITIONS**

***The following requirements are applicable as a condition of draft plan approval.***

#### ***Final Homebuyers Information Map***

1. Prior to registration of the plan, the developer shall prepare a detailed Final Homebuyers Information Map, based on the final M-plan, and approved by the City to replace the preliminary Homebuyers Information Map in all affected sales offices. This map shall contain the following information:
  - a) all of the information required on the preliminary map;
  - b) the locations of all sidewalks and walkways;
  - c) the locations of all rear yard catch basins and utilities easements on private property where applicable;
  - d) the locations of all above ground utilities;
  - e) the locations of all bus stops (if known); and,
  - f) the final locations of all Canada Post community mail boxes;

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2. The developer shall ensure that each builder selling homes within the subdivision:
    - a) provides prospective purchasers with a notice from the City in the prescribed format that includes all of the notes required on the Homebuyers Information Maps; and,
    - b) attaches a copy of the preliminary Homebuyers Information Map to each offer of purchase and sale agreement.

***Land Notices: Statements and Clauses***

3. The applicant shall include the following warnings in bold type in all offers of purchase and sale for all lots and blocks within the plan:
  - a) A statement indicating that Lots 1-51 will be developed for residential purposes.
  - b) A statement to the satisfaction of Brampton Transit that the City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage.
  - c) A statement which advises the prospective purchasers that mail delivery will be from a designated Community Mailbox.
  - d) A statement indicating that the City of Brampton's Zoning By-law regulates the width of driveways and that owners not widen their driveway before inquiring about the permitted driveway width for the lot.
  - e) The following statements:
    - i. "The offer of purchase and sale may contain itemized charges for features covered in the City's subdivision agreement. These features may include street trees, driveway paving, sodding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may also be described in general terms, such as "community aesthetics enhancements". Despite paying this charge, the purchaser may be left without a tree on the lot in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."
    - ii. "The City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance."

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- iii. “Although the developer is required to provide trees at regular intervals on the public boulevards within this subdivision, local site conditions may not allow for a tree to be planted in front of some homes.”
  - iv. “The design of features on public lands may change. Features shown in the Community Design Guidelines may be constructed as shown or altered, in the City’s discretion, without notification to purchasers. Builders’ sales brochures may depict these features differently from what is shown on the Community Design Guidelines or the as-built drawings. The City has no control over builders’ sales brochures.”
- f) A statement indicating that this community is subject to Architectural Control. Models available for sale have to be pre-approved by the Control Architect and certain models may not be available for some of the lots. Check with your builder the particular situation for the model and lot you intend to purchase.
- g) The following clauses to the satisfaction of the Dufferin-Peel Catholic District School Board, until the permanent school for the area has been completed:
- i. “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.”
  - ii. “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.”
- h) The following clause to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the plan:
- i. “Whereas despite the best efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board’s Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine the exact schools.”

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- ii. “The purchaser agrees that for the purposes of transportation to school the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Peel District School Board ”
  4. The applicant shall notify purchasers of the exact Community Mailbox locations prior to the closing of any sales.

***Land Notices: Signage***

5. The applicant shall erect and maintain signs in the following locations and in the following manner:
  - a) to the satisfaction of the Peel District School Board at all major entrances to the subdivision which shall advise prospective purchasers that due to present school facilities, some of the children from the subdivision may have to be accommodated in temporary facilities or bused to schools according to the Board’s Transportation Policy. These signs shall be to the Board’s specifications, at locations determined by the Board and erected prior to registration.

***Cost Sharing***

6. Prior to registration the owner shall sign the Landowners Cost Share Agreement called Bram East Block#1 Cost Sharing Agreement, and provide the City with a written acknowledgment from the Trustee appointed pursuant to the agreement, that the Owner has signed the agreement and has delivered the deeds or made the payments required by the agreement, and that the plan may be released for registration.

***Telecommunications***

7. The applicant shall permit all telecommunications service providers that are a “Canadian carrier” as defined in subsection 2(1) of the Telecommunications Act of a “distribution undertaking” as defined in subsection 2(1) of the Broadcasting Act and have entered into a Municipal Access Agreement with the City (“Telecommunication Providers”) to locate their plant in a common utility trench within any future public highway within the Plan. A list of Telecommunication Providers can be obtained from the City. Within 10 business days of the delivery of the pre-servicing letter, the applicant shall notify all Telecommunication Providers of the Plan and request that the Telecommunication Providers contact the applicant directly within 10 business days if they intend to locate their plant within any future public highway within the Plan. The applicant shall make satisfactory arrangements (financial and otherwise) with the City, Telecommunications Providers and other utilities for the installation of each of

their facilities in a common utility trench within the future public highway prior to commencing any work with respect to any future public highway as shown on the draft approved plan of subdivision, and the applicant shall provide evidence of same satisfactory to the City. Until such installation is completed, the applicant shall not undertake any works that will limit the ability of any Telecommunications Provider to install its plant in a timely and efficient manner. The applicant shall install, at its own expense, 100mm diameter ducts at all road crossing for the use of Telecommunications Providers. The exact location and detailed specifications for these ducts shall be shown on the approved drawings. The applicant acknowledges and agrees that the City may refuse to accept or assume any or all streets within the plan until the provisions of this section have been complied with.

8. Prior to commencing any work within the plan, the applicant 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 applicant is hereby advised that they may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the applicant elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the applicant shall be required to demonstrate to the telecommunication provider 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.

### ***Growth Management/Staging and Sequencing***

9. N/A

### **C. GENERAL COMMENTS**

***The following general comments are provided to assist the developer in the preparation of the related drawings, finalization of any required studies or resolution of any identified issues.***

1. N/A

If you have any questions or require further clarification with respect to the above comments, please contact the undersigned.

  
Mark Michniak, MCIP, RPP

Planner III, Development Services  
Planning Building and Economic Development  
Tel: 905-874-3882  
Mark.michniak@brampton.ca

## COMMENTS AND CONDITIONS MEMO

Date: December 3, 2021  
File: **(OZS-2021-0036 File and 21T-21013B)**  
To: Mark Michniak  
From: Olti Mertiri  
Subject: **Requirements for Plan of Subdivision 21T-21013B**  
Owner Name: Forestside Estates Inc.  
Location: 0 Literacy Drive  
Circulation Date: November 2021  
Plan: Draft Plan of subdivision  
Plan Dated: June 2, 2021

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In response to the circulation of the above noted application, the following represents a summation of comments and conditions from the Engineering and Development Services/Development Approvals (Engineering & Environmental) with respect to matters dealing with development and environmental engineering.

### **A. PRIOR TO DRAFT PLAN APPROVAL**

*The following shall be addressed prior to the release of the application for draft plan approval.*

- The following studies shall be approved in support of servicing for this development.
  1. ~~Functional Servicing Report (FSR)~~ – Not required
  2. ~~Feasibility Noise Report~~ – Cleared by Development Engineering
  3. ~~Phase 1 Environmental Site Assessment (Phase 1-ESA) and Phase 2 Environmental Site Assessment (Phase 2-ESA) if required~~ – Added Condition 8

## **B. DRAFT PLAN APPROVAL REQUIREMENTS**

*The following comments / requirements are applicable as a condition of draft plan approval.*

### **1. Environmental Engineering**

#### **1.1. Acoustic**

- 1.1.1. As part of the first engineering submission, the owner's consultant shall submit a detailed noise report prepared by a qualified acoustical consultant recommending noise control measures satisfactory to the Engineering and Development Services Division, in consultation with the Region of Peel as necessary. A copy of the report shall also be provided to the City's Chief Building Official.
- 1.1.2. The noise control measures and noise warnings recommended by the noise report shall be implemented to the satisfaction of the Engineering Division.
- 1.1.3. As part of the first engineering submission, the owner shall prepare and submit a Noise Attenuation Statement. A copy of the final approved Noise Attenuation Statement shall also be provided to the City's Chief Building Official.
- 1.1.4. The owner will include the following clause in the Noise Schedule of the Subdivision Agreement: "Prior to the issuance of any Building Permits, the owner agrees to provide the City's Chief Building Official with a certificate certifying that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved noise report and the approved plans.

#### **1.2. Environmental**

- 1.2.1. Prior to the initiation of any grading or construction on the site the owner shall install adequate sediment and erosion control measures to the satisfaction of the City of Brampton and Toronto Regional Conservation Authority. These measures shall remain in place until all grading and construction on the site are completed.

#### **1.3. Stormwater Management**

- 1.3.1. Prior to the initiation of any site grading or servicing and as part of the first engineering submission, the owner shall provide a Stormwater Management Report which describes the existing and proposed stormwater drainage systems for the proposed development.

### **2. Road Reconstruction/Cash Contributions**

- 2.1. The owner agrees to provide cash-in-lieu for any infrastructure internal to the plan that cannot be feasibly constructed, to the subdivision limits, due to grading and/or other servicing constraints. The value of the cash-in-lieu shall be established by the City's

Commissioner of Public Works & Engineering or designate prior to the registration of the subdivision.

**3. Financial Impact**

3.1. Development charges will be made payable to the City in accordance with the Development Charges By-law in effect at the time of payment.

3.2. No credits are anticipated with respect to the Transportation Component of the City Per Unit Levy to be assessed to this development.

**4. Sidewalks**

4.1. Prior to the first engineering submission, the owner shall submit a sidewalk and parking plan.

**5. Land Dedications and Easements**

5.1. Sufficient right of way for all roads associated with the plan, land dedications and easements required for proper servicing of the plan shall be granted gratuitously to the appropriate authority. The precise limits of the required land dedications and easements are to be determined to the satisfaction of the City's Ontario Land Surveyor.

**6. 0.3 Metre Reserves/Reserve Block(s)**

6.1. The 0.3 m reserves and reserve blocks are to be deeded gratuitously to the City.

**7. Warning Clauses**

7.1. Warning clauses are to be included in the Agreements of Purchases and Sale and registered on the title of all affected lots and blocks noting:

7.1.1. Any noise control features required to meet the noise level objectives of the City, to the satisfaction of the City, with respect to all noise sources,

7.1.2. The possibility of future transit routes within the internal collector/local road network to serve the residents of this community, including possible establishment of transit stops and platforms,

**8. Soil**

8.1. Prior to the registration of this plan or any phase thereof, the owner shall provide a copy of a Record of Site Condition and confirmation of the filing of the Record of site Condition in the Environmental Site Registry.

## **C. GENERAL COMMENTS**

*The following general comments are provided to assist the owner in the preparation of the related drawings, finalization of any required studies or resolution of any identified issues.*

### **1. Subdivision Agreement**

The owner will be required to enter into a Subdivision Agreement with the City for the construction of municipal services associated with these lands. The underground and aboveground municipal services are to be constructed in accordance with the latest O.P.S. and/or City standards and requirements, as applicable. Development of the lands shall be staged to the satisfaction of the City.

The owner will be required to provide the City with comprehensive insurance coverage, a financial guarantee for the installation of municipal works and maintain the municipal works in accordance with Clauses 27 Insurance, 24 Financial and 17 Maintenance Periods respectively, of the applicable standard Subdivision Agreement.

### **2. Site Grading/Erosion and Sediment Control By-law**

The owner will be responsible for the proper drainage of all lands abutting the plan. An overall lot/block grading plan must be prepared by the owner's Engineering Consultant to form part of the Subdivision Agreement.

Draft Plans which are within 30 metres of the watercourse and/or which are comprised of an area in excess of 1 hectare shall be subject to the provisions of the Fill By-law No.143-95, as amended. The owner will be required to apply for and obtain a Fill Permit prior to undertaking any land stripping or regrading activities within these lands. An irrevocable letter of credit is required to cover 100% of the estimated cost of site control measures plus 10% allowance for contingencies, as per Schedule 'A' to the By-law.

### **3. Storm Drainage**

Storm sewer works including connections to each lot and building block shall be designed in such a manner and be of adequate size and depth to provide for the drainage of the weeping tiles, for the development of all lands lying upstream within the watershed and/or provide for the drainage of such areas as may be designated by the Commissioner Public Works & Engineering.

As a part of detailed processing of servicing submissions, the owner's consultant will be required to include a drawing outlining the proposed overland flow route on these lands. The internal route is to coincide with roadways as much as possible. Should this route direct drainage along a lot's side lot line, the size of the concerned lot(s) is to be increased in width to account for this route in addition to the usual lot sizes. All overland flow routes to be located on private lands shall be covered by a municipal easement to the satisfaction of the City and the appropriate Conservation Authority.

All storm drainage shall be conducted to an outlet considered adequate in the opinion of the Commissioner of Public Works & Engineering.

**4. Sanitary and Water Service**

Prior to servicing or registration of the plan, the Region of Peel is to confirm that all portions of this plan will be provided with adequate water and sanitary servicing.

**5. Soil Conditions**

The owner is required to retain a Geotechnical Consultant to prepare a detailed Soils Report. At first engineering submission, the Soils Report will be reviewed by the City and Ministry of Environment and Energy if necessary. Prior to the registration or servicing of this plan, the approved procedures are to be incorporated into the Subdivision Agreement.

**6. Streetlighting**

Streetlighting is to be provided by the owner in accordance with the City's latest standards and requirements. In addition to streetlighting within the plan, the facilities at the intersections of the proposed road(s) with the boundary roads are to be examined and if necessary, upgraded.

**7. Signs**

All street and traffic signs required for this plan are to be supplied, erected and maintained in accordance with the provisions of the Subdivision Agreement by and at the expense of the owner.

**8. Utilities**

Prior to preservicing and/or execution of the Subdivision Agreement, the owner shall name his/her telecommunication provider. In addition, as part of the first engineering submission, the City will also request telecommunications providers that have entered into a Letter of Understanding or a Municipal Access Agreement with the City whether they intend to install their plant within the streets of the proposed subdivision.

The owner covenants and agrees that it shall permit the telecommunication providers named by the City to locate their plants within the streets of the proposed development.

The owner, under separate arrangements or agreement with the various utility companies, is to determine the precise extent of their requirements.

Prior to execution of the Subdivision Agreement, the owner must submit in writing evidence to the Commissioner of Public Works & Engineering that satisfactory arrangements have been made with the Telecommunications provider, Cable TV, Gas and Hydro for the installation of their plant in a common trench, within the prescribed location on the road allowance.

Any utility relocations necessary in support of the development of the Draft Plan of Subdivision shall be carried out by and at the expense of the owner.

#### **9. Removal of Existing Buildings**

The Security & Payment Statement of the Subdivision Agreement is to include sufficient securities to guarantee the removal of any existing buildings within the plan that will not conform to the requirements of the Zoning By-law after registration of the plan.

#### **10. City Road Maintenance/Construction Access**

The owner will be responsible for maintaining City Roadways within and in the vicinity of this development in a state satisfactory to the Commissioner of Public Works & Engineering until all construction and building activity is complete. Securities shall be included in the Security & Payment Statement of the Subdivision Agreement.

A construction access and the route for same will be finalized during processing of detailed engineering submissions. The construction access shall remain open at the discretion of the Commissioner of Public Works & Engineering.

#### **11. Road Design**

All internal roads shall be constructed by the owner and shall have asphalt pavement complete with concrete curbs and gutters designed and constructed in accordance with the latest O.P.S and /or City standards and requirements, as applicable.

The horizontal and vertical alignments of all roads, including their relative intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern may be required to accommodate intersection alignments and locations specified for bus bays and loading platforms.

All connecting roads shall be located such that they align precisely with their continuation beyond the limits of this Draft Plan.

#### **12. Sodding of boulevards and private Lands/Maintenance of Undeveloped Lands**

All portions of road allowance not covered by roads, sidewalks, splash pads, etc. shall be placed with 150 mm of topsoil and sodded with number 1 nursery sod.

The owner is to provide the City with securities to ensure that each of the lots will be sodded and topsoiled to City standards with driveways being provided. A security is to be established at time of detailed processing and is to be maintained with the City until substantial completion of the lots, and the securities reduced at the discretion of the Commissioner of Public Works & Engineering.

Lots and blocks with which there are no immediate development proposals shall be graded, seeded and maintained to the satisfaction of the Commissioner of Public Works &

Engineering, and securities shall be included in the Security & Payment Statement of the Agreement to guarantee this.

### **13. Acoustical**

At first engineering submission, the owner is to submit a Noise Report prepared by an Acoustical Consultant. The report is to address methods of dealing with acoustical aspects evolving from all the noise sources. The report should also detail the type of noise attenuation that will be implemented for all noise sources.

### **14. Community Postal Boxes**

Community Postal Delivery Box locations are to be shown on the servicing drawings in locations approved by Canada Post and are to be installed to City & Canada Post requirements by the owner when required by Canada Post or when constructing aboveground works, whichever is appropriate.

### **15. Preservicing**

Preservicing will not be permitted until arrangements have been made to the satisfaction of the Commissioner of Public Works & Engineering for the necessary outlets for the municipal services and adequate access roads to service the lands. In addition, preservicing will not be permitted until the zoning for the development of the lands is in effect or has been approved by the Local Planning Appeal Tribunal.

Any external land dedications or easements required to service the property must be obtained by the owner and conveyed gratuitously to the City or the Region prior to the commencement of Preservicing of the lands.

Regards,



Olti Mertiri, P.Eng.  
Supervisor, Development Approvals  
Engineering Division  
Public Works and Engineering Department  
Tel.(905) 874-5 273 Fax (905) 874-3369  
[olti.mertiri@brampton.ca](mailto:olti.mertiri@brampton.ca)

Cc: Accela  
Frank Mazzotta (Manager, Development Engineering)

## COMMENTS AND CONDITIONS MEMO

Transportation Development Engineering

Date: Sept 02, 2021  
**File: City File and 21T-file**  
To: Mark Michniak  
From: Scott McIntyre (Transportation Development Engineering)  
Subject: Requirements for Plan of Subdivision 21T-21013B  
Description - 51 Singles  
**Applicant Name KLM Planning**  
**Developer Name Forestside Estates**  
Location – Literacy Drive

Circulation Date: Aug 25, 2021  
Plan: Draft Plan of Subdivision  
Plan Dated: June 02, 2021  
Comment Revision #: **RO Circulation**

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### **A. PRIOR TO DRAFT PLAN APPROVAL**

1. The following studies shall obtain approval status, where applicable:
  - a. Traffic Impact Study (TIS).
  - b. Parking Justification study if the plan does not supply parking as per City requirements. (completed by a recognized traffic engineering consultant)
2. The applicant will submit fully dimensioned functional design drawings for any permanent or temporary cul-de-sacs, roundabouts, intersections and road connections proposed within the subdivision, to ensure they meet all current city standards. Cul-de-Sacs are to adhere to City standard drawing #214.
3. The city's subdivision design manual (2008) stipulates a minimum 3.5m width for single vehicle driveways. Driveways less than 3.5m width and garages less than 3.5m width are not sufficient to adhere with the city's minimum two parking spaces per unit minimum requirement. As a result, our office requires driveways and garages to not measure less than 3.5 metres width for single vehicle driveways.
4. The applicant will demonstrate, with the aid of drawings, how and where the Region of Peel waste & recycling bins will be stored.
5. Driveways are to measure a minimum 6.0 metre length between the property line and the garage, and/or between the garage and the private sidewalk, or travel portion of the private right-of-way.
6. A separate drawing is to be submitted depicting sidewalks, intersection daylighting dimensions, intersection curb radii, road elbows and driveway locations. Daylighting, curb radii, road elbows and driveway locations will be required to meet the current City

standards or meet other satisfactory arrangements as determined by PW&E.

Driveways are not permitted within intersection daylighting limits.

7. A separate drawing is to be submitted depicting on-street parking supply. Developer must supply 50% ratio (50% of on-street parking to the number of units).
  - Further conditions to those set out in Section B below may be provided as a result of the resolution of matters identified in this Section A of the memo.

## **B. DRAFT PLAN APPROVAL REQUIREMENTS/CONDITIONS**

1. The applicant is required to provide a drawing depicting Canada Post community mailbox locations and identifying their catchment areas. This drawing is required with the first engineering submission.
2. Driveways width requirements are: 3.5m (single), 6.0m (double), 7.3m (shared).
3. Single Garage width requirement is 3.5m minimum.
4. Prior to registration of the subdivision curb radii are to adhere to City standard drawing #245. Where applicable this includes laneways where the minimum allowable curb radius is 7.5 metres.
5. Prior to registration of subdivision road elbows must adhere with City standard drawing #215.
6. Prior to registration of the subdivision the applicant shall ensure that lot frontages and dwelling layouts are such that no driveway will intersect, including any portion within the road allowance.

## **C. GENERAL COMMENTS**

7. Driveways shall not to encroach within intersection daylighting (rounded or triangles), and/or all driveway locations shall adhere to Section 10.12 of the residential zoning bylaw, which states "The minimum distance measured along a lot line between a driveway and the actual or projected point of intersection of two streets shall be 6.0 metres." Where intersection daylighting exceeds 6.0 metres, driveways locations will not be permitted to encroach within intersection daylighting.
8. Vertical curves – grade changes in excess of 2% must be designed by means of a vertical curve for the design speed specified and depicted on the first engineering drawings to the satisfaction of the commissioner of Public Works.
9. Road alignments - the horizontal and vertical alignments of all roads, including their intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern and intersection alignments may be required.
10. ROW – Minimum 17.0 metre, 20.0 metre, 23.0 metre etc. right-of-way, as per City standard drawings are required.
11. Parking supply is to be as per the City zoning requirements.
12. Prior to registration, the applicant shall lift all or a portion thereof the existing 0.3m reserve surrounding the subject lands.

13. Prior to registration, satisfactory arrangements shall be made with the City for the resurfacing of the existing portion, or part thereof, of Literacy Drive and/or Academy Drive Road where servicing is required, external to this plan.
14. Driveways width requirements are: 3.5m (single), 6.0m (double), 7.3m (shared).
15. Driveway minimum separation from adjacent property lines unless coupled is 0.6 metres.
16. Utility clearance of 1.5 metres from residential driveways is required.

Regards,



**Scott McIntyre**

Transportation Engineering | Engineering Division | Public Works & Engineering Dept | City of  
Brampton

T: 905.874.2540 | F: 905-874-2599 | 2 Wellington Street West | ON L6S 6E5

**COMMENTS AND CONDITIONS MEMO**

Date: January 10, 2022

**File: OZS-2021-0036 and 21T-21013B**

To: Mark Michniak

From: Anthony Magnone

Subject: Requirements for  
**Forestsides Estates Inc.**

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In response to the circulation of the above noted application, the following represents a summation of comments and conditions from the **BUILDING DIVISION** with respect to the above matter.

**A. PRIOR TO DRAFT PLAN APPROVAL**

*The following shall be addressed prior to the release of the application for draft plan approval.*

- Not Applicable

**B. DRAFT PLAN APPROVAL REQUIREMENTS/CONDITIONS**

*The following comments / requirements are applicable as a condition of draft plan approval.*

- Not Applicable

**C. GENERAL COMMENTS**

*The following general comments are provided to assist the developer in the preparation of the related drawings, finalization of any required studies or resolution of any identified issues.*

- **Prior to registration of the Plan, or any phase thereof, provide a final version of the detailed soils investigation of the site prepared, signed and sealed by a qualified Geotechnical Engineer.**

## Building Removal

- Prior to registration, the applicant shall remove any existing buildings on the site.

## Exposed Basements

- Where a building style incorporating an exposed basement is proposed, the external treatment of the exposed basement shall be consistent with the exterior treatment of the balance of the structure.

## Fire Break Lots

- For those lots designated as fire break lots by the Building Division the erection of the superstructure shall be permitted only upon the approval of the Chief Building Official.

## Foundations

- Prior to the issuance of any building permit, the applicant shall provide an engineering report, to the satisfaction of the Chief Building Official, indicating special foundation requirements, if any, to support structures that may be erected on disturbed ground or lots where filling has occurred.

## Noise Abatement

- **Prior to registration**, site plan approval, and prior to the applicant entering into any purchase and sale agreements, the applicant shall engage the services of a qualified acoustical consultant to complete a noise study recommending noise control measures satisfactory to the City (and Region of Peel when requested by the Region). A copy of this report shall be provided to the City's Chief Building Official.
- The noise control measures and noise warnings recommended by the acoustical report shall be implemented to the satisfaction of the City of Brampton. (and Region of Peel as required )
- **Prior to registration** and site plan approval the applicant shall prepare a Noise Attenuation Statement, a copy of which shall be provided to the City's Chief Building Official.
- **Prior to the issuance of any building permits**, the applicant shall provide the City's Chief Building Official with a certificate certifying that the builder's plans for each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved acoustical report and the approved plans.

## Municipal Addressing

- **Prior to registration**, the applicant shall provide confirmation that the digital submission requirements and GIS requirements for the submission of the proposed final M-plan (CAD file) are complete and uploaded in the City's GIS system. Refer to the attached link for clarification:

[https://www.brampton.ca/EN/Business/planning-development/Documents/e-Forms/DevServ/ZB\\_OP\\_Amendment\\_Application\\_Package.pdf](https://www.brampton.ca/EN/Business/planning-development/Documents/e-Forms/DevServ/ZB_OP_Amendment_Application_Package.pdf)

If you have any questions or require further clarification with respect to the above comments, please contact the undersigned.



Anthony D. Magnone  
Regulatory Co-ordinator  
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anthony.magnone@brampton.ca

**COMMENTS & CONDITIONS MEMO (revised)**

**Date:** December 17, 2021

**File:** OZS-2021-0036/21T-21013B

**To:** Mark Michniak, Development Services

**From:** Jaskiran Kaur Bajwa, Coordinator Park Planning & Development

**Subject:** **REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT**  
**Proposed Draft Plan of Subdivision**

(To permit 51 single detached residential dwelling units)

Conditions from the Park Planning & Development Section

**Consultant:** **KLM LANNING PARTNERS INC.**

**Owner:** **FORESTSIDE ESTATE INC.**

**Location:** 0 Literacy Drive, Brampton  
Circulation Date: August 27, 2021  
Ward: 10

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In response to the Accela circulation of the above noted application for Draft Plan of Subdivision dated August 27, 2021, the following represents a summation of conditions from the **Park Planning and Development Section** and general comments from the **Park Planning Unit**. The **Open Space Development Unit** may also provide their own general comments through the Accela workflow.

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**A. PRIOR TO DRAFT PLAN APPROVAL**

*The following must be addressed prior to the release of the application for draft plan approval.*

Nil

**B. DRAFT PLAN APPROVAL REQUIREMENTS / CONDITIONS**

*The Owner is required to address the following prior to the identified milestone, in accordance with City standards, and to the satisfaction of the City.*

a) **Prior to 1<sup>st</sup> Engineering Submission:**

*Nil*

b) **Prior to Registration:**

***The following are requirements that the Owner shall be required to fulfill prior to the release of the plan for registration. Items are listed alphabetically.***

*Community Information Maps:*

1. The Owner shall prepare a detailed Homebuyers' Information Map, based on the final M-plan, to the satisfaction of the City.

*Fencing:*

2. The Owner shall make satisfactory arrangements with the City to provide fencing, at their cost, in accordance with the City Fencing Policy and the approved Urban Design Brief/Community Design Guidelines (as applicable), for incorporation into the landscape drawings' submission, to the satisfaction of the City.

*Maintenance Fees:*

3. The Owner shall agree to contribute a maintenance fee for any landscape item deemed necessary by the Owner, but which exceeds the City standard. This may include, but not be limited to special entry feature structures and centre medians, irrigation systems, acoustical walls and architectural landscape elements located on public property.

*Parkland Dedication:*

4. Parkland Dedication requirements for the plan shall be in accordance with the Planning Act R.S.O. 1990, c.P.13 as amended (the Planning Act) and the City's Parkland Dedication By-law, as amended.

The City will not require the conveyance of parkland dedication (parkland or cash-in-lieu of parkland) as a condition of subdivision draft approval for this Plan as authorized by Section 51.1 of the Planning Act R.S.O. 1990, c.P. 13 as amended.

The Owner is put on notice that City By-laws and policies as amended require the payment of cash-in-lieu of parkland for this application pursuant to Section 42(6) of the Planning Act, as a condition of development of the land, and payable prior to the issuance of building permits.

To facilitate the calculation of CIL-payable for all lots and blocks identified in the plan, the Owner will be required to commission and submit an Appraisal, in accordance with City standards, and subject to the review and ratification by the City's Realty Services Section.

*Plan Requirements for all Public Lands:*

5. Prior to plan registration, the Owner shall provide detailed working drawings for all identified landscape buffer blocks, streetscape planting, walkways and fencing to the satisfaction of the applicable approving departments and in accordance with the latest City standards. Fencing shall be included along holdout properties where they abut the plan, subject to the approval of the existing property owners. The Owner shall comply with both the facility fit/concept plan approved prior to draft plan approval and/or the recommendations of the approved Design Brief.

*Streetscape Plans:*

6. Prior to plan registration, the Owner shall make satisfactory arrangements with the City, through the Subdivision Agreement and the landscape drawings' submission, to provide street trees along all internal streets within the subject plan and along immediately abutting street, including the implementation of boulevard and buffer planting, and entry features. The Owner shall comply with the recommendations of the approved Urban Design Brief/Community Design Guidelines (as amended and as applicable).

*Summary Requirements:*

7. Prior to registration, and in conjunction with the final landscape submission, the Owner agrees to provide the City with a detailed summary of all areas of buffers including quantities or areas of boulevard and buffer sod, boulevard and buffer trees, shrub beds and irrigation systems that will be installed by the Owner and will become the City's responsibility to maintain.

*Tableland Tree Compensation:*

8. Prior to registration, the Owner shall provide restoration-planting drawings that detail compensation plantings for tableland trees removed to accommodate the development. Compensation plantings shall be in accordance to current City of Brampton compensation planting standards. Compensation plantings shall be provided by the Owner at no cost to the City.

*Warning Clauses – Street Trees*

9. Prior to registration, the Owner shall ensure that the builder(s) include a warning clause in all Offers of Purchase and Sale indicating that:

“The Owner is required to provide street trees at regular intervals on all public boulevards within this subdivision. Local site conditions may not allow a tree to be planted in front of some homes. For more information, please call the City of Brampton’s Public Works & Engineering Department at (905) 874-2050.

**c) Post Registration:**

***The following are requirements that the Owner shall be required to fulfill as a condition of plan registration. Items are listed in typical order of completion:***

*Streetscape Implementation:*

10. The Owner shall implement, at their expense and to the satisfaction of the City, all works shown on the approved streetscape plans in accordance with the Subdivision Agreement and the approved Urban Design Brief/Community Design Guidelines (where applicable) and will include the implementation of boulevard and buffer planting, and entry features including all structures and planting.

*As-Built Drawings:*

11. Prior to issuance of final acceptance of all landscape works the Owner shall provide as-built drawings in the form of digital files for all dedicated park, open space, landscape buffer blocks, etc. The submission of these drawings will meet the latest digital standards as prescribed by the City of Brampton.

**d.) Prior to Assumption:**

12. Nil

**C. GENERAL COMMENTS**

***The following General Comments are provided to assist the Owner. These comments shall be read in conjunction with the Draft Plan conditions (Section B).***

Nil

If you have any questions or require further clarification with respect to the Park Planning & Development comments, please contact the undersigned.

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Jaskiran Kaur Bajwa  
Coordinator, Park Planning & Development Section  
Parks Maintenance & Forestry Division  
Community Services Department

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Tel: (905) 874-3479 Fax: (905) 874-3819  
[jaskiran.bajwa@brampton.ca](mailto:jaskiran.bajwa@brampton.ca)

cc. (via email only):  
J. Mete, R. da Cunha, W. Kuemmling, D. Bahi.

*Appendix: Append any redlined revisions to draft plan (if necessary)*

*(Note: A digital copy has also been uploaded to Accela.)*

## Public Works

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January 12, 2022

Mark Michniak  
Planner III  
City of Brampton  
2 Wellington Street West  
Brampton ON, L6Y 4R2  
[mark.michniak@brampton.ca](mailto:mark.michniak@brampton.ca)

**RE: Draft Plan of Subdivision  
0 Literacy Drive  
Forestsides Estates Inc.  
Brampton  
City File: OZS-2021-036B  
Region File: 21T-21013B**

Dear Ms. Michniak,

The Region has reviewed the materials submitted in support of the Draft Plan of Subdivision Plan for the above-noted applications. Our comments and Draft Plan Conditions can be found below.

### **Region of Peel Conditions of Draft Approval**

As per the Conditions of Draft Approval for Draft Plan of Subdivision 21T-21013B, the developer is required to fulfill the Conditions to the satisfaction of the Region. Release for Registration will not be provided by the Region until such time as all Regional requirements have been satisfactorily addressed.

### **General Comments**

**The following general comments are provided to assist the developer in the preparation of the related drawings.**

#### **Sanitary Sewer Facilities**

- Municipal sanitary sewer facilities consist of a 250mm diameter sanitary sewer on Academy Drive, Literacy Drive, Bliss Street and Constance Street.
- An extension of local sanitary services will be required to service the proposed development.
- External easements and construction may be required.

#### **Water Facilities**

- The lands are located in Water Pressure Zone 5.
- Existing infrastructure consist of a 300mm diameter watermain on Literacy Drive, a 400mm diameter watermain on Bliss Street, a 200mm diameter watermain on Constance Street.

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- Planned infrastructure consist of a 400mm diameter watermain for Inspire Boulevard to the North.
- External easements and construction may be required.

### Regional Roads

- Regional Roads are not adversely affected.

### Functional Servicing Report

- A satisfactory Functional Servicing Report (FSR) will be required for review and approval by the Region prior to the engineering submission.
- The Region has reviewed the Functional Servicing Report (dated November 9,2021) prepared by WSP Canada Inc. Detailed comments to be provided under separate cover.

### 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

- There is no negative impact upon the Regional Capital Budget as this development does not create a need for sanitary sewer, watermain, or road improvements in the Five-Year Capital Budget and Forecast.

### Waste Management Requirements

- The Region of Peel will provide curbside collection of garbage, recycling, and organics materials for the townhouse units provided that future submissions satisfy the requirements outlined in sections 2.0 and 3.0 of the Waste Collection Design Standards Manual.
- For more information, please consult the Waste Collection Design Standards Manual available at: <https://www.peelregion.ca/pw/standards/design/waste-collection-design-manual-2016.pdf>

### Public Health Recommendations

- Through ROPA 27, the Region is implementing the Healthy Development Framework (HDF), a collection of Regional and local, context-specific tools that assess the health promoting potential of development applications. All tools in the HDF incorporate evidence-based health standards to assess the interconnected Core Elements of healthy design: density, service proximity, land use mix, street connectivity, streetscape characteristics and efficient parking.
- A key policy of ROPA 27 is to inform decision-makers, in this case Brampton Council, of the health promoting potential of planning applications. As such, City Staff is working collaboratively with the Region to ensure health is considered as part of the review of development applications, and where warranted is communicated to local Council.
- The Sustainability Assessment submitted in support of this application has reached a bronze level threshold. The proposed subdivision meets a pass on the score and will have the opportunity to become more walkable for residents through connecting to the surrounding subdivision. To further enhance the site, the following is recommended:
  - Sidewalks of at least 1.5m on each side of the street throughout the development.
  - There is an opportunity to consider pedestrian amenities on site such as lighting and benches along the sidewalks.

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### Conditions of Draft Approval

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

#### Development Charges

1. Prior to execution of the Subdivision Agreement by the Region, the Developer shall:
  - a. Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Developer's knowledge at the time of the submission and to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan; and
  - b. Pay to the Region the appropriate hard service residential development charges (water, wastewater and road service components), pursuant to the Region's Development Charges By-law, as amended from time to time, calculated based on the information provided in the Residential Development Charges Payment Form.
2. Provision shall be made in the Subdivision Agreement with respect to:
  - a) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
  - b) Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks); pursuant to the Region's Development Charges By-law, as amended from time to time.

#### Water Meter Fees

3. In respect of the water meter fees:
  - a. Prior to registration of the plan of subdivision, the Developer shall pay to the Region the appropriate water meter fees, in accordance with the Region's Fees By-law, as amended from time to time for residential building lots (singles, semi-detached and freehold townhomes) to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan for the Lands.
  - b. A clause shall be included in the Subdivision Agreement that water meter fees for future residential development (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable to the Region prior to issuance of building permits, in accordance with the Region's Fees By-law, as amended from time to time.
  - c. A clause shall be included in the Subdivision Agreement that in the event of an underpayment of water meter fees, the Developer shall be responsible for payment thereof forthwith upon request.

#### Drawings – Servicing and “As Constructed”

4. Prior to servicing, the Developer's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.
5. 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.

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### General Conditions

6. A clause shall be included in the Subdivision Agreement stating that the Developer acknowledges and agrees that landscaping, signs, fences, gateway features, and any other encroachments shall not be permitted within the Region's easements and right-of-way.
7. A clause shall be included in the Subdivision Agreement that a 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 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.
8. 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.
9. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval:
  - a. Functional Servicing Report showing the proposed sanitary sewer, storm sewer and water servicing plans for the development;
10. Prior to registration of the plan of subdivision, the Developer shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Developer. The cost shall be based on a "per kilometre" basis for combined watermains and sanitary sewers installed pursuant to the Region's latest User Fees By-law.
11. Prior to registration of the plan of subdivision, the Developer shall ensure that:
  - a. All lots and blocks must be serviced via an internal road network;

Clauses shall be included in the Subdivision Agreement with respect of same.
12. Prior to servicing the Region may require the Developer to construct a sampling hydrant (at the Developers cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.
13. 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.
14. 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.

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A clause shall be included in the Subdivision Agreement in respect of same.

15.

- a. 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.
- b. Until the issuance of Final Acceptance a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.
- c. 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:
    - a) Bacteriological Analysis - Total coliform and E-coli counts
    - b) Chemical Analysis - Nitrate Test
    - c) Water level measurement below existing grade
- d. 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.
- e. 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.

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

16. The Developer shall agree that neither the Developer nor any Builder will apply for building permits for any lots or blocks within the plan of subdivision until the Region's Public Works Department has issued Preliminary Acceptance and provided notice to the local municipality stating that internal and external sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing 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.
17. Provision shall be made in the Subdivision Agreement that the Developer shall grant/obtain ( at no cost to the Region) all necessary easements for proposed /existing Regional infrastructures located in the vicinity of the proposed development, as this may be required by the Region to service proposed development and/or external lands.

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18. 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.
19. 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)
  - c. Easement and conveyance documents required pursuant to this Agreement and registration of this plan.

A clause shall be included in the Subdivision Agreement in respect of same.

If you have any questions or concerns, please contact me ([abiral.homagain@peelregion.ca](mailto:abiral.homagain@peelregion.ca) 905.791.7800 x8730) at your earliest convenience.

Yours truly,

Abiral Homagain  
Planner, Planning and Development Services  
Region of Peel