



64 JARDIN DRIVE, UNIT 1B
CONCORD, ONTARIO L4K 3P3

T 905.669.4055

KLMPLANNING.COM

File: P-1108

March 14, 2024

City of Brampton
City Clerks Office
2 Wellington Street West,
Brampton, ON L6Y4R2

Attention: Mr. Peter Fay, Clerk

**Re: Planning and Development Committee Meeting March 18, 2024 – Item 7.4
Application to Amend the Zoning By-law and for a Draft Plan of Subdivision
Glen Schnarr & Associates Inc. / Argo Summer Valley Limited (the “Applicant”)
12197 Hurontario Street, City of Brampton (the “Subject Property”)
North of Highwood Road and East of Hurontario Street
City of Brampton File: OZS-2022-0030
Ward: 2**

Dear Mr. Fay:

We act on behalf of West Mayfield Developments Ltd. (“West Mayfield”) which has been amalgamated with Di Battista Gambin Developments Ltd., the developer of the Creek’s Edge Subdivision (Plan 43M-1276), located immediately to the south and east of the Subject Property. West Mayfield also owns part lots within the Creek’s Edge Subdivision.

On behalf of our client, we provided comments on the above noted applications, in a letter dated February 8, 2023 (the “Letter”), to the City of Brampton Planning Department. In particular, our client’s concern is ensuring that it will be fairly and reasonably compensated for the services that it installed and paid for that will benefit the Applicant’s proposed development. In the Letter, we requested that the City withhold approval of the zoning by-law amendment (the “ZBA”) until the Applicant has entered into a cost sharing agreement with our client to ensure that all of our client’s reasonable servicing costs which benefit the Applicant’s proposed development are recovered.

We have reviewed the Planning and Development Committee Staff Report dated February 23, 2024 (the “Staff Report”) and note that staff have not supported our request. On this basis, we continue to object to the proposed development.

In particular, page 8 of the Staff Report states:

“Staff consulted with Legal and Policy staff to determine if a cost sharing condition should be imposed on the subject lands prior to the zoning bylaw enactment. It was concluded that there is no policy basis for the City to impose this condition. There is no block plan or secondary plan policies that require this condition. From a legal perspective, the original subdivision agreement has a ‘reasonable/best efforts clause’, where the City shall make reasonable efforts to impose on each of the owners of the “benefiting lands” cost sharing, where the landowners are to pay a proportionate share of the costs of the benefitting works to the original subdivision developer. However, within the subdivision agreement, there is a 15-year termination clause, which has

since expired. It has been 25 years since the subdivision agreement has been registered. The subject lands are also not part of any City of Brampton Cost Sharing Agreement Areas, where this condition could be required.”

In my opinion, staff’s position does not address the fundamental principle that development should pay its appropriate share of the cost of services from which they benefit. I was present and involved with the subdivision agreement and the lapsing provision was included by the City solicitor at the time to ensure that there was a sunset provision to avoid liability should the City refuse to impose conditions for which they would be contractually liable. The fact that the subdivision agreement provision has lapsed does not exempt the approval authority from imposing requirements for valid cost sharing where it was clearly in the public interest that services be designed and constructed to accommodate future external development. The burden of those costs should be the responsibility of those who benefit. In other words, there should not be a “windfall” for a benefiting development due to the passage of time.

The Traffic Impact Study prepared by the BA Group and the Functional Servicing Report prepared by Burnside in support of the applications confirm that the proposed development will utilize services installed by our client including roads for access, stormwater sewers, the stormwater management pond, sanitary sewers and watermains.

This is further confirmed on pages 4 and 5 of the Staff Report which references the appropriateness of the development since it “efficiently uses existing infrastructure” and “utilize[s] existing infrastructure in the area”.

Furthermore, the City, through the enclosed Committee of Adjustment Decision A14-033, dated April 15, 2014, imposed a condition (post subdivision agreement lapsing) requiring the cost sharing we are seeking which stated:

“That the variances shall be conditional upon the City being advised by a trustee appointed by the Owner and West Mayfield Developments Ltd. that a Landowners Agreement Cost Share Agreement has been entered into that may be registered on title, that will provide for equitable sharing of reasonable land and construction costs for services that have been installed by West Mayfield Developments that may benefit the future development of the subject lands. Payment of such obligations by the Owner to West Mayfield Developments Ltd. shall be prior to registration of a plan of subdivision or as may be agreed to through the agreement by the parties”.

Lastly, in an attempt to resolve this cost sharing issue in advance of the matter returning to Committee and Council, we reached out to the Applicant’s representative and on May 11, 2023, we provided cost sharing calculations that illustrated the principles for which we are seeking recoveries. To date, other than an acknowledgement of receipt and that they would be in touch with us, we have not received any comments or response to those materials.

Based on the foregoing, we would request that Committee and Council modify recommendation 3 in the Staff Report such that it reads as follows:

3. That the amendment to the Zoning By-law, generally in accordance with the attached Attachment 11 to this report:

a. not be adopted until the City has been advised by a trustee appointed by Argo Summer Valley Limited (the” Owner”) and Di Battista Gambin Developments Ltd. that a Cost

Sharing Agreement has been entered into between the Owner and Di Battista Gambin Developments Ltd.. The Cost Sharing Agreement shall:

- i. permit the registration of the Cost Sharing Agreement on title to the subject lands;*
- ii. provide for the equitable sharing of reasonable land and construction costs for services that have been installed by West Mayfield Developments Ltd. as part of Subdivision 43M-1276 that benefit the future development of the subject lands; and*
- iii. require payment of such obligations by the Owner to DiBattista Gambin Developments Ltd. prior to registration of a plan of subdivision or as may be agreed to through the agreement in writing by the parties.*

Should there be any questions or concerns, don't hesitate to contact the undersigned.

Yours truly,

KLM PLANNING PARTNERS INC.



Mark Yarranton, BES, MCIP, RPP
President

cc. West Mayfield Developments Ltd.

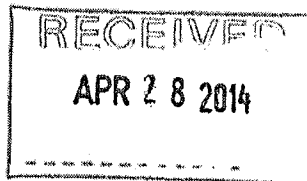


BRAMPTON Flower City

Corporate Services Council and Administrative Services

April 17, 2014

2042843 Ontario Inc. / Trevi Homes Inc.
8 Glenbrook Boulevard
Brampton, Ontario
L6P 0N8



Dear Sir/Madam:

Re: Committee of Adjustment Application
2042843 Ontario Inc. - A14-033
Lot 18, Concession 1 EHS, 0 Hurontario Street East, Brampton

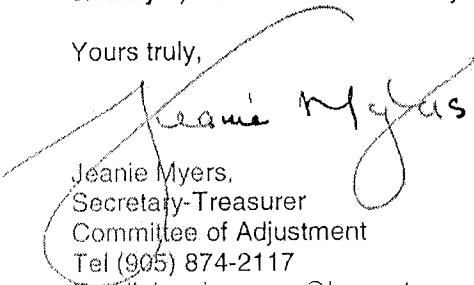
Further to the Committee of Adjustment hearing held Tuesday April 15, 2014 at which time the application as submitted by you on behalf of the above captioned property was heard, I am enclosing a copy of the Committee's decision.

According to the provisions of the Planning Act, (R.S.O. 1990 c.P. 13, as amended), subsection 12 of section 45, a decision of the Committee of Adjustment may be appealed to the Ontario Municipal Board by serving personally or sending by registered mail to the Secretary-Treasurer of the Committee, a Notice of Appeal, together with the prescribed fee. The prescribed fee is **\$125.00 and must be in the form of a certified cheque or money order payable to the Minister of Finance.**

The Notice of Appeal must be made within twenty (20) days of the making of the decision. The appeal form is available on the Ontario Municipal Board website at www.omb.gov.on.ca or you may obtain an appeal form by contacting the Secretary-Treasurer of the Committee of Adjustment.

The last day for appeal will be **May 5, 2014**. If no appeal is made within the specified period, the decision of the Committee becomes final and binding. Therefore, the decision if not appealed becomes definite on **May 6, 2014**. We will advise you further at that time.

Yours truly,


Jeanie Myers,
Secretary-Treasurer
Committee of Adjustment
Tel (905) 874-2117
Email: jeanie.myers@brampton.ca

JM/we

Attach.

cc: M. Creador - Treasure Hill Homes S. & I. Fisher A. & T. Gell
C. & N. McDonald W. Bettio J. Kennedy – KLM Planning Partners Inc.
P. De Melo - Kagan Shastri LLP M. Yarranton – KLM Planning Partners Inc.

NOTE: PLEASE ENSURE THAT THE SIGN ASSOCIATED WITH THIS APPLICATION IS REMOVED FROM THE PROPERTY



FILE NUMBER A14-033

HEARING DATE APRIL 15, 2014

APPLICATION MADE BY 2042843 ONTARIO INC.

IN THE MATTER OF SECTION 45 OF THE PLANNING ACT; **ZONING BY-LAW 270-2004** AND AN APPLICATION FOR MINOR VARIANCE OR SPECIAL PERMISSION FOR THE FOLLOWING VARIANCE:

1. To allow two (2) temporary new homes sales pavilions.

(0 HURONTARIO STREET - PART LOT 18, CONCESSION 1 EHS)

THE REQUEST IS HEREBY APPROVED SUBJECT TO THE FOLLOWING CONDITIONS
(APPROVAL IS GRANTED SUBJECT TO A BUILDING PERMIT BEING ISSUED BY THE CITY OF BRAMPTON WHERE REQUIRED AND DEVELOPMENT CHARGES MAY BE APPLICABLE)

SEE SCHEDULE "A" ATTACHED

REASONS:

This decision reflects that in the opinion of the Committee:

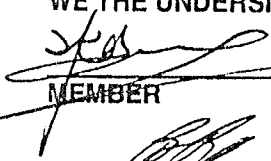
1. The variance authorized is desirable for the appropriate development or use of the land, building, or structure referred to in the application, and
2. The general intent and purpose of the zoning by-law and the City of Brampton Official Plan are maintained and the variance is minor.

MOVED BY: P.S. CHAHAL

SECONDED BY: F. TURNER

SIGNATURE OF CHAIR OF MEETING: 

WE THE UNDERSIGNED HEREBY CONCUR IN THE DECISION


MEMBER


MEMBER


MEMBER

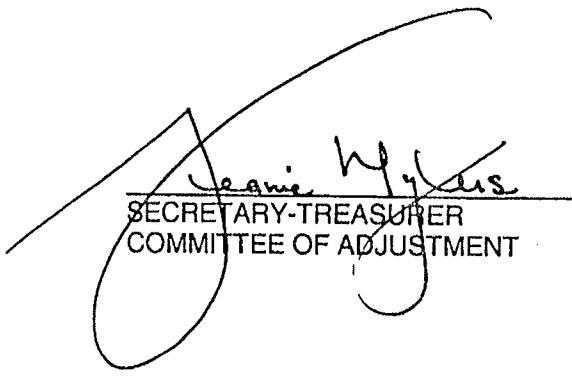

MEMBER

MEMBER

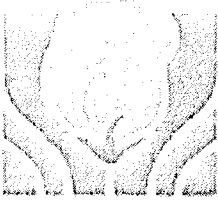
DATED THIS 15TH DAY OF APRIL, 2014

NOTICE IS HEREBY GIVEN THAT THE LAST DAY FOR APPEALING THIS DECISION TO THE ONTARIO MUNICIPAL BOARD WILL BE MAY 5, 2014.

I, JEANIE MYERS, SECRETARY-TREASURER OF THE COMMITTEE OF ADJUSTMENT CERTIFY THAT THE FOREGOING IS A CORRECT COPY OF THE DECISION OF THE COMMITTEE WITH RESPECT TO THE ABOVE APPLICATION.


SECRETARY-TREASURER
COMMITTEE OF ADJUSTMENT

Flower City



brampton.ca

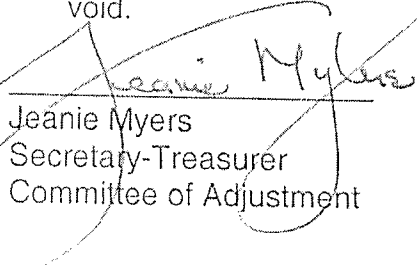
THIS IS SCHEDULE "A" REFERRED TO ON THE NOTICE OF DECISION

APPLICATION NO: **A14-033**

DATED: **APRIL 15, 2014**

Conditions:

1. That the owner shall obtain site plan approval for the Temporary Sales Office prior to the issuance of a building permit for the temporary sales trailers. The Temporary Sales Office application shall address access and grading. No grading works shall be permitted until the applicant has secured a building permit from the Building Division;
2. That a grading and stormwater management report must be approved by the City of Brampton Planning and Infrastructure Services Department prior to construction;
3. That the owner and builder shall enter into a temporary sales office agreement with the City, and shall post securities in the amount of \$30,000 to ensure the removal of the sales offices;
4. That the sales trailers shall be removed from the site after two (2) years from the date of Committee of Adjustment approval or not more than sixty (60) days after the lots have been sold, whichever occurs first. A demolition permit shall be obtained prior to the removal of the temporary structure from the site;
5. That the owner agrees to sell lots (to a maximum of 200) for Treasure Hill Homes and Primont Homes pertaining to draft plan 21T-12009B and shall not conduct sales for other subdivisions from the temporary sales office;
6. That all signage associated with the temporary sales offices and sale of homes within the above plan of subdivision shall be in compliance with the City's Sign By-law, and shall not be installed until such time as permits for signage have been issued;
7. That the variance shall be conditional upon the City being advised by a trustee appointed by the Owner and West Mayfield Developments Ltd. that a Landowners Cost Share Agreement has been entered into that may be registered on title, that will provide for equitable sharing of reasonable land and construction costs for services that have been installed by West Mayfield Developments Ltd. that may benefit the future development of the subject lands. Payment of such obligations by the Owner to West Mayfield Developments Ltd. shall be prior to registration of a plan of subdivision or as may be agreed to through the agreement by the parties;
8. Failure to satisfy all the conditions of approval shall render the variance null and void.



Jeanie Myers
Secretary-Treasurer
Committee of Adjustment

LOT 96

BLOCK 1

HILLPATH CRESCENT

(BY PLAN 43M-1276)
P.I.N. 14235-1079

18.40

P. I. N.

14235 50° 23'

0003

55.20

N35°

115.61

35° W

26'

N44°

N35°

25.40

115.84

4.10

18'

30° W

4.10

HIGHWOOD ROAD

SETBACK 45.10

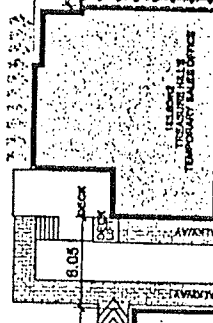
SETBACK 14.13

SETBACK 25.34

SETBACK 21.36

SETBACK 24.43

SETBACK 30.90



PARKING RATIO
1 PER 23 SM

FIRE ROUTE ACCESS 90.0 M DEAD END

BELL TELEPHONE EASEMENT AS SET OUT IN INST. No. 33533

WIDENED BY DEPOSITED PLAN 31566 (CHING)
(P-2002-24)

P. I. N. 14235 1096
WIDENED BY DEPOSITED PLAN 31852 (CHING)
(P-2002-24-T)

ROAD	WIDENING	BY	INST. No.
HURONTARIO STREET (HIGHWAY No. 10)			
HURONTARIO STREET AND CONCESSION 1, WEST OF HURONTARIO STREET			
			24576

HURONTARIO STREET (HIGHWAY No. 10)

ORIGINAL ROAD ALLOWANCE BETWEEN CONCESSION 1, EAST OF HURONTARIO STREET AND CONCESSION 1, WEST OF HURONTARIO STREET