

**SCHEDULE "A"**  
**CONDITIONS OF DRAFT APPROVAL**

**DRAFT APPROVAL**

**DATE:** TBD - (Day After Last Day for Filing an Appeal if No Appeal has been Filed)

**APPLICANT:** Blackthorn Development Corp.

**SUBJECT:** Seven Developments Inc. – Blackthorn Development Corp.  
21T-22007B  
City of Brampton  
OZS-2022-0031  
Planner: Andrew Ramsammy

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 Blackthorn Development Corp. dated August 9, 2023.

**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. 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), the City's Parkland Dedication By-law, as amended and Parks Planning Comments and Conditions Memo.

### **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.

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**EXTERNAL CONDITIONS –****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 subdivision agreement to erect signs at all major entrances to the proposed development advising of the following:

"Notice: Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available."

19. These signs shall be to the Dufferin-Peel Catholic District School Board's specifications, at locations determined by the Board and erected prior to registration.

The following clauses to the satisfaction of the Dufferin-Peel Catholic District School Board:

"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."

"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**

20. The owner shall undertake the following to the satisfaction of the Peel District School Board:
  - a) to erect and maintain signs to the satisfaction of the Peel District School Board at the 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.

- b) the following clauses in any agreement of purchase and sale entered into with respect to any units in the plan to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the Plan:

"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 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."

"The purchaser agrees that for the purposes of transportation to school the residents of the development shall agree that children will meet the school bus on roads presently in existence or at another designated place convenient to the Board."

21. 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.

### **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 locations for the Community Mailboxes 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 concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
25. Agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox 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. 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 all Canada Post Community Mailbox site locations, 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 Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
29. Be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.

### **Enbridge Gas Distribution**

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

30. 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.
31. 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.
32. 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.
33. 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:

34. At its own cost, grant all necessary easements and maintenance agreements required by those CRTC-licensed telephone companies and broadcasting distribution companies intending to serve the Subdivision (collectively the "Communications Service Providers"). Immediately following registration of the Plan of Subdivision, the owner will cause these documents to be registered on title.
35. With consultation with the applicable utilities and Communications Service Providers,

prepare an overall utility distribution plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.

### **Bell Canada**

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

36. Agree in the subdivision agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the owner/owner shall be responsible for the relocation of such facilities or easements.
37. Shall agree in the agreement, in words satisfactory to Bell Canada, that Bell Canada requires one or more conduit or conduits of sufficient size from each unit to the room(s) in which the telecommunication facilities are located to the street line.

### **Alectra Utilites**

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

38. Grant all necessary aerial or underground easements, as may be required. These will be confirmed during the final design of the road and subdivision.
39. Observe all aerial and underground clearances, as may be required.
40. Be responsible for the costs of the relocation of existing plant to accommodate the new road(s).
41. Contact Alectra Utilities (Brampton Hydro) Subdivisions Department for the availability of adjacent plant capable of servicing this site and to discuss the electrical service installation requirements and schedule.
42. The owner/developer or their representative is strongly advised to consult Alectra Utilities' (Brampton Hydro's) Conditions of Service, as they must adhere to all the conditions. This can be found on our web site at [www.bramptonhydro.com](http://www.bramptonhydro.com).

### **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 Growth Management 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**

45. The following requirements/conditions will be required to be satisfactorily addressed as



they relate to the Region's Conditions of Draft Plan Approval.

46. 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 Mplan; 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.

47. 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.

48. 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; 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.

49. A provision shall be made in the subdivision agreement that:
- a. The Developer shall gratuitously transfer to the Region free and clear of all encumbrances and to the satisfaction of the Region:
    - i. All necessary easements for proposed and existing Regional infrastructures as required by the Region to service the proposed plan and external lands.
  - b. All costs associated with land transfers and easements shall be 100% the responsibility of the Developer.

50. The Developer shall acknowledge and agree that landscaping, signs, fences, gateway features, and any other encroachments will not be permitted within the Region's easements

and right-of-way limits.

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

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

52. 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.

53. 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.

54. Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval a Functional Servicing Report (FSR) showing proposed watermain, sanitary and storm sewer servicing plan for the development and provision for the external lands.

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

55. The Owner acknowledges that the Contractor has full responsibility to comply with the Environmental Protection Act (EPA) and all other legislative requirements including Ontario Regulation (O.Reg.) 406/19- Onsite and Excess Soil Management. The Contractor shall be familiar with and meet the objectives of O.Reg. 406/19 for all work completed. A clause shall be included in the Subdivision Agreement in respect of same.

56. 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.

57. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.

58. Prior to registration of the Plan of subdivision, the Developer shall ensure that all lots and blocks are serviced via an internal road network. A clause shall be included in the Subdivision Agreement in respect of same.

59. Prior to servicing of the subdivision, the Region may require the Developer to construct a sampling hydrant (at 100% the Developer's expense) within the proposed Plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.
60. 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.
61. 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.
62. Provision will be required in the Subdivision Agreement for the following clauses in respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;
- a. Until the issuance of Final Acceptance, a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.
  - b. The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
    - i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
      1. Bacteriological Analysis - Total coliform and E-coli counts
      2. Chemical Analysis - Nitrate Test
      3. Water level measurement below existing grade

- ii. In the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
  - iii. Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.
63. 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.
64. The Developer shall acknowledge and agree that the Developer is responsible for all costs associated with the relocation and/or removal of existing services to accommodate the development, to the satisfaction of the Region. The Developer shall made appropriate arrangements with the Region regarding financing and relocation of Regional services prior to registration of the Plan.
65. 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.
66. 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 the registration of this plan.

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

### **TransCanada PipeLines Limited (TCPL)**

48. The conditions, restrictions or covenants specified by TCPL shall be registered against title in relation to the "Lands" and the plan by way of application to register conditions, restrictions or covenants, as applicable, pursuant to the Land Titles Act, or any amendments thereto.

49. No buildings or structures shall be installed anywhere on TCPL's right-of-way. Permanent buildings and structures are to be located a minimum of 7 metres from the edge of the right-of-way. Temporary or accessory buildings are to be located a minimum of 3 metres from the edge of the right-of-way.
50. With the exception of the cul-de-sac (if approved) and the on-street parking spaces identified on the site plan, a minimum setback of 7 metres from the nearest portion of a TCPL pipeline right-of-way shall also apply to any parking area or loading area, including any parking spaces, loading spaces, stacking spaces, bicycle parking spaces, and any associated vehicular travelled surface (e.g. drive aisle, driveway, access road). This 7 metre setback shall also apply to any grading or pondworks associated with stormwater management facilities.
51. The Owner shall submit, to the satisfaction of TCPL, detailed plans for the cul-de-sac reconstruction plan through the Written Consent process for review and assessment.
52. Written Consent must be obtained from TCPL prior to undertaking the following activities:
- Constructing or installing a facility across, on, along or under a TCPL right-of-way. A facility may include, but is not limited to: driveways, roads, access ramps, trails, pathways, utilities, berms, fences/fence posts;
  - Conducting a ground disturbance (excavation or digging) on TCPL's right-of-way or within 30 metres of the centreline of TCPL's pipeline (the "Prescribed Area");
  - Driving a vehicle, mobile equipment or machinery across a TCPL right-of-way outside the travelled portion of a highway or public road;
  - Using any explosives within 300 metres of TCPL's right-of-way; and
  - Use of TCPL's Prescribed Area for storage purposes.
53. During construction of the site, temporary fencing must be erected and maintained along the limits of the right-of-way by the Owner(s) to prevent unauthorized access by heavy machinery. The fence erected must meet TCPL's specifications concerning type, height and location. The Owner is responsible for ensuring proper maintenance of the temporary fencing for the duration of construction.
54. Permanent fencing may be required along the limits of TCPL's right-of-way. The fence erected must meet TCPL's and the municipality's specifications concerning type, location, and height. Any excavations for fence posts on, or within 30 metres of the pipeline must be done by hand or hydro vac. There shall be no augers operated on the right-of-way. The Owner shall notify TCPL 3 business days prior to any excavation for fence posts located on or within 30 metres of the pipeline. All fences made of metallic materials must be approved by TCPL prior to being erected on or within 30 metres of the pipeline.
55. Storage of materials and/or equipment on TCPL's right-of-way is not permitted.

56. Planting and Vegetation Plans will minimize vegetation on TCPL's right-of-way and ensure:
- A 5 metre wide, continuous access way is provided on each side of the pipeline within the right of- way;
  - TCPL's right-of-way is seeded with Canada #1 seed;
  - No portion of a tree or shrub (including the canopy) at the time of maturity encroaches within 5 metres of the edge of TCPL's facilities;
  - No trees or shrubs that will reach a height greater than 4 metres are planted within the right-ofway;
  - Tree roots do not interfere with or cause damage to the pipeline.
  - A minimum 10 metre separation is established between all groups of trees/shrubs. A group may consist of no more than 5 trees/shrubs; and
  - Where high-pressure gas is contained within an enclosed building (such as a metre station or building housing a compressor plant), trees and shrubs should be separated from the building by a minimum of 30 metres.
57. Original depth of cover over the pipelines within TCPL's right-of-way shall be restored after construction. This depth of cover over the pipelines shall not be compromised due to rutting, erosion or other means.
58. Facilities shall be constructed to ensure drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover over the pipelines does not occur. Catchment basins, drainage swales or berms are not permitted within TCPL's right-of-way.
59. Should pooling of water or erosion occur on the right-of-way as a result of any facility installation or landscaping, the Owner will be responsible for the remediation to TCPL's satisfaction.
60. Any large scale excavation adjacent to the right-of-way, which is deeper than the bottom of the pipe, must incorporate an appropriate setback from TCPL's right-of-way and must maintain a slope of 3:1 away from the edge of the right-of-way.
61. Mechanical excavation within 1.5 metres of the edge of TCPL's pipeline is prohibited. Hand or hydrovac excavation must be utilized within this distance.
62. In no event shall TCPL be held liable to the Owner respecting any loss of or damage to the Owner's Facility which the Owner may suffer or incur as a result of the operations of TCPL. The Owner shall be responsible for all costs involved in replacing the Owner's Facility damaged or removed during TCPL's operations and shall indemnify and save harmless TCPL from all actions, proceedings, claims, demands and costs brought against or incurred by TCPL as a result of the presence of or damage to the Owner's Facility on the TCPL right-of-

way.

63. All display plans in the lot/home sales office shall identify the TCPL pipeline right-of-way corridor..
64. The Owner shall include notice of the following in all offers of purchase and sale:
- Notice of the easement agreement registered against the property which may affect development activities on the property;
  - Notice of the 30 metre Prescribed Area as regulated by the CER Act;
  - The number of high pressure natural gas pipelines within the easement and the location of the easement in relation to the development;
  - The setback for all permanent structures and excavations from the limits of the right-of-way; and,
  - The local One Call number 1-800-400-2255 or [www.clickbeforeyoudig.com](http://www.clickbeforeyoudig.com).
65. TCPL's prior approval must be obtained for the Site Plans for the permanent structures to be erected on lots and/or Blocks which are encumbered by, or are adjacent to TCPL's right-of-way.
66. In the event that TCPL's pipelines experience contact damage or other damage as a result of construction, stop work immediately and notify TCPL at once.
67. All associated work, signage or any other engineering protection measures must be completed by TCPL or its qualified contractors at the sole expense of the Owner. The complete scope of work that may be required is subject to other conditions that may be necessary related to a finalized design that is approved by TCPL. Additionally, prior to TCPL or its contractors conducting any associated work, TCPL and the Owner must execute a reimbursement agreement, including financial assurances, which provides that the entire cost of conducting this associated work is 100% reimbursable to TCPL.

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

68. Prior to the signing of the final plan by the Commissioner, Planning, Building and Growth Management, 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



**COMMENTS AND CONDITIONS MEMO**

Date: March 13, 2024

File: OZS-2022-0031 & 21T-22007B

From: Andrew Ramsammy

Subject: Requirements for Plan of Subdivision 21T-22007B  
Application to Amend the Zoning By-Law and Proposed Draft Plan of Subdivision  
**Seven Developments Inc. – Blackthorn Development Corp.**  
*(To facilitate the development of twenty-six (26) freehold residential dwellings – comprising of two (2) single-detached and twenty-four (24) semi-detached residential dwellings.)*  
10378 Torbram Road  
Ward: 9

Circulation Date: December 2023

Plan: Part of Lot 15, CON 3

Plan Dated: August 9, 2023

Comment Revision #: 1st

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The following represents a summation of comments and conditions from the **Development Services Division of the Planning and Development Services 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.***

1. N/A



### ***Sales Office Homebuyers Information Map***

2. Prior to draft plan approval, the owner shall prepare a 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 Environment and Development Engineering 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”

- ii. “The map shows that there will be several types of housing in the subdivision including detached and semi-detached dwellings. 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. “The final location of walkways in Block 1 may change without notice.”
- ix. “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.”
- x. “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, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”

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- xi. “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](mailto:planning.development@brampton.ca).”
  - xii. “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](mailto:transit@brampton.ca).”
  - xiii. “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.”
  - xiv. “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).”
  - xv. “The City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.’
  - xvi. “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.”
  - xvii. “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.”

- xviii. "Gates are not permitted in fences when lots abut a valleyland, park or stormwater management block."
- xix. "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."
- xx. "There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area."
- 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***

3. N/A

### ***Digital Submissions of Plans***

4. Prior to draft plan approval, a digital submission of the current draft plan to be draft-approved, shall be provided to the City, in accordance with the Planning and Development Services Department's digital submission requirements.
  - 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.***

### ***Residential Reserve Blocks***

1. Residential Reserve Blocks shall only be developed in conjunction with adjacent lands and the City shall be satisfied prior to registration of the plan that the blocks, when combined with adjacent lands, will permit development in accordance with

the zoning by-law. In this regard, the owner shall place these blocks in a condition satisfactory to the City and erect signs prohibiting trespassing and dumping, also to the satisfaction of the City, within 6 months of the issuance of any building permit for any dwelling on the plan.

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

2. The owner 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 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.
  - b) A clause notifying purchasers of the presence of the Trans Canada Pipeline Right-of-way.
  - c) A statement which advises the prospective purchasers that mail delivery will be from a designated Community Mailbox.
  - d) A statement indicating that Units as identified in the Approved Noise Attenuation Statement have a noise attenuation fence and berm located inside the lot line within the side and/or rear yard, that the noise attenuation fence shall not be altered or removed and that it shall be the responsibility of the owner of the lot to maintain and keep in repair that portion of the noise attenuation fence and berm situated on the lot.
  - e) A statement indicating that gates are not permitted in fences when lots abut a valleyland, park or stormwater management block.
  - f) 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.
  - g) 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

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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.”
  - 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.”
  - v. “There are a number of subdivision homes being constructed in the area. Purchasers are advised that residents may be disturbed by noise, traffic and dust due to construction in the area.”
- h) 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.
- i) 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.”



j) 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 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."

3. The owner shall notify purchasers of the exact Community Mailbox locations prior to the closing of any sales.

#### ***Land Notices: Signage***

4. The owner shall erect and maintain signs in the following locations and in the following manner:

- a) at the open ends of all road allowances to advise purchasers of the future extension of these streets.
- b) to the satisfaction of The Dufferin-Peel Catholic District School Board at all major entrances to the proposed development the following:

"Notice:

Please be advised that students may be accommodated elsewhere on a temporary basis until suitable permanent pupil places, funded by the Government of Ontario, are available."

- c) 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***

5. Prior to registration the owner shall sign the Landowners Cost Share 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.

### ***Site Plan Approval***

6. Approval of site development plans by the City in accordance with the City's site development plan approval procedure shall be a prerequisite to the issuance of a building permit for Block 1.

### ***Telecommunications***

7. The owner 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 owner shall notify all Telecommunication Providers of the Plan and request that the Telecommunication Providers contact the owner directly within 10 business days if they intend to locate their plant within any future public highway within the Plan. The owner 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 owner shall provide evidence of same satisfactory to the City. Until such installation is completed, the owner 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 owner 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 owner 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 owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the owner is hereby advised that they may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the owner shall be required to

demonstrate to the 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

### ***Sustainability Score and Summary***

10. 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.

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Andrew Ramsammy  
Development Planner III,  
Development Services and Design  
Planning, Building and Growth  
Management  
Tel: (905) 874-3485  
Andrew.ramsammy@brampton.ca

## **COMMENTS AND CONDITIONS MEMO**

Transportation Development Engineering

Date: Jan 18, 2024  
**File: OZS-2022-0031 and 21T-22007B**  
To: Andrew Ramsammy  
From: Scott McIntyre (Transportation Development Engineering)  
Subject: Requirements for Plan of Subdivision 21T-  
Description – Draft Plan of Subdivision  
**Applicant Name Blackthorn Corporation**  
**Developer Name Seven Developments Inc.**  
Location – 10378 Torbram Road

Circulation Date: Dec 28, 2023  
Plan: Draft Plan of Subdivision  
Plan Dated: Aug 09, 2023  
Comment Revision #: **#1**

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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). **Cleared Jan 18, 2024 SM**
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. **Cleared Jan 18, 2024 SM**
3. 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. **Cleared Jan 18, 2024 SM**

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

1. The applicant is required to provide a drawing depicting Canada Post community mailbox location.
2. The applicant will reconstruct the existing Silktop Trail cul-de-sac and will reinstate the boulevard, sidewalk, and curbs when completed. 100% of the cost shall be secured in the form of a Letter of Credit.
3. Driveway and garage minimum dimensions are as per the R2 site plan (Cassidy + Company, SPA-2022-0100) dated Dec 01, 2023 site plan.

4. A private access easement will be agreed to be provided by the owner/applicant as represented within the submitted survey (JD Barnes POTL plan, Dec 15, 2023) and survey memo (JD Barnes, Dec 21, 2023) when/if requested by the City of Brampton.
  - a. The access easement will be required to be included as a condition within the plan of condominium.

**C. GENERAL COMMENTS**

5. The applicant is required to provide for Canada Post community mailbox locations and identify location(s) on a separate drawing.
6. Prior to registration, the applicant shall lift the existing 0.3m reserves (Block '278' on registered plan 43M-1300) and dedicate all, or portions thereof, as municipal right-of-way.
7. Prior to registration, satisfactory arrangements shall be made with the City for the resurfacing of the existing portion, or part thereof, of Siktop Trail where servicing is required external to this plan.
8. 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 & CONDITIONS MEMO**

**Date:** July 26, 2023

**File:** OZS-2022-0031

**To:** A. Sepe, Development Services

**From:** S. Massah, Park Planning & Development

**Subject:** **REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT  
Proposed Draft Plan of Subdivision**  
(To permit *Draft Plan of subdivision and rezoning to permit twenty-six (26) Freehold Residential Dwellings including 2 Detached and 24 Semi-Detached Residential Dwellings.*)  
Updated conditions from the Park Planning & Development Section

**Consultant:** **BLACKTHORN DEVELOPMENT CORP.**

**Owner:** **SEVEN DEVELOPMENT INC.**

**Location:** 10378 Torbram Road  
Circulation Date: July 11, 2022  
Ward: 9

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In response to the Accela circulation of the above noted Draft Plan of Subdivision dated July 11, 2023, 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.

Please note that this memo replaces our Comments & Conditions Memo dated July 26, 2022.

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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.***

*Requested Adjustments to Plan:*

1. NIL

## **B. CONDITIONS OF DRAFT PLAN APPROVAL**

***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. These items will be included in the subdivision agreement.***

### **a) Prior to commencement of construction**

*Community Information Maps:*

2. Prior to Draft Plan Approval, a preliminary Homebuyers' Information Map will be provided to the satisfaction of the City.

### **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.***

*Fencing:*

3. 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:*

4. 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:*

5. 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, and the City's Parkland Dedication By-Law as a condition of development of the land, and payable prior to the issuance of building permits.

*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 parkland, open space, stormwater management ponds, valleylands, woodlots, and 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.

*Tableland Vegetation:*

9. The Tree Evaluation Report, shall be finalized and approved in accordance with the City's Tableland Tree Assessment Guidelines, to the satisfaction of the City.

*Note: The Owner shall ensure that no trees are removed or damaged prior to by-law approval or during any phase of the servicing and construction of the site, if applicable, without the prior approval of the Planning and Development Services and Public Works & Engineering Departments.*

*Warning Clauses – Street Trees*

10. 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:***

*Conveyance of Public Lands:*

11. All identified parks, stormwater management ponds, Natural Heritage System (NHS) lands (including associated buffers) and Railway Buffer lands shall be gratuitously conveyed to the City in a form and condition satisfactory to the City.

*Development of all Public Lands:*

12. The Owner is responsible for the development of all dedicated parks and open space (e.g. Neighbourhood Parklands, valleylands, open space and landscape buffer blocks) in accordance with the approved plans and the approved Subdivision Agreement subject to the satisfaction of the City.

*Streetscape Implementation:*

13. 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:*

14. 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:**

*Hazard Removal:*

15. Prior to assumption, any material identified in the Tree Evaluation Report as hazardous, or identified for removal for accessibility or safety reasons, and any deleterious materials and debris not normally found in a Natural Heritage System (NHS) lands, whether in a woodlot block, valleyland / greenbelt block, vista block or other location as determined by the City, shall be removed at the Owner's expense.

**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).***

16. 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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Saghar Massah  
Park Planner, Park Planning & Development Section  
Parks Maintenance & Forestry Division  
Community Services Department  
[saghar.massah@brampton.ca](mailto:saghar.massah@brampton.ca)

CC: E. Fagan, J.K. Bajwa, G. Serravite

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

July 12, 2022

Alex Sepe  
Development Planner  
Planning, Building, & Economic Development Services Dept.

City of Brampton  
2 Wellington Street West, 3<sup>rd</sup> Floor  
Brampton, ON  
L6Y 4R2

Via email: [alex.sepe@brampton.ca](mailto:alex.sepe@brampton.ca)

Dear Alex Sepe:

**RE: Draft Plan of Subdivision, Zoning By-law Amendment, Site Plan Application  
10378 Torbram Road, City of Brampton  
Blackthorn Development Corp.  
Your File: OZS-2022-0031, SPA-2022-0100  
Our File: PAR 44224**

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MacNaughton Hermsen Britton Clarkson (MHBC) are the planning consultants for TransCanada PipeLines Limited (TCPL). This letter is in response to a notification and request for comments for the above-noted application for a Draft Plan of Subdivision, Zoning By-law Amendment and Site Plan Application for the property described as 10378 Torbram Road in the City of Brampton (the "Subject Lands"). TCPL has one high pressure natural gas pipeline contained within an easement (right-of-way) abutting the Subject Lands.

TCPL's pipelines and related facilities are subject to the jurisdiction of the Canada Energy Regulator (CER) – formerly the National Energy Board (NEB). As such, certain activities must comply with the Canadian Energy Regulator Act (Act) and the National Energy Board Damage Prevention Regulations (Regulations). The Act and the Regulations noted can be accessed from the CER's website at [www.cer-rec.gc.ca](http://www.cer-rec.gc.ca).

Based upon our initial review of the application materials and supporting technical reports, we are providing the following comments:

1. The proposed cul-de-sac requires a full assessment by TCPL via Written Consent, and any mitigations to the pipeline are the responsibility of the developer. The application for Written Consent shall include plan drawings of the cul-de-sac, grading plans comparing the existing and

final grades, and any drawings indicating any structures within the cul-de-sac (e.g. curbs, guard rails). Approval of the cul-de-sac is subject to the results of TCPL's assessment.

2. TCPL requests detailed designs for the retaining wall and noise barrier adjacent to the right-of-way. These structures are to be setback a minimum of 7 metres from the edge of the right-of-way.

We have also outlined our conditions to be included in the Draft Plan Approval, Subdivision Agreement, Zoning By-law Amendment, and Site Plan Approval and Agreement in the proceeding sections.

### **1. Draft Plan of Subdivision:**

#### **Draft Conditions:**

The following are requested as conditions of the Draft Plan approval at this time and should be incorporated into the City's Subdivision Agreement where noted. Please note that additional comments and draft plan conditions may arise as necessary:

1. The conditions, restrictions or covenants specified by TCPL shall be registered against title in relation to the "Lands" and the plan by way of application to register conditions, restrictions or covenants, as applicable, pursuant to the Land Titles Act, or any amendments thereto.

In addition, a Draft Condition by the Municipality that requires a **Subdivision Agreement** shall ensure the following matters are included:

1. No buildings or structures shall be installed anywhere on TCPL's right-of-way. Permanent buildings and structures are to be located a minimum of 7 metres from the edge of the right-of-way. Temporary or accessory buildings are to be located a minimum of 3 metres from the edge of the right-of-way.
2. With the exception of the cul-de-sac (if approved) and the on-street parking spaces identified on the site plan, a minimum setback of 7 metres from the nearest portion of a TCPL pipeline right-of-way shall also apply to any parking area or loading area, including any parking spaces, loading spaces, stacking spaces, bicycle parking spaces, and any associated vehicular travelled surface (e.g. drive aisle, driveway, access road). This 7 metre setback shall also apply to any grading or pondworks associated with stormwater management facilities.
3. The Owner shall submit, to the satisfaction of TCPL, detailed plans for the cul-de-sac reconstruction plan through the Written Consent process for review and assessment.
4. Written Consent must be obtained from TCPL prior to undertaking the following activities:
  - Constructing or installing a facility across, on, along or under a TCPL right-of-way. A facility may include, but is not limited to: driveways, roads, access ramps, trails, pathways, utilities, berms, fences/fence posts;
  - Conducting a ground disturbance (excavation or digging) on TCPL's right-of-way or within 30 metres of the centreline of TCPL's pipeline (the "Prescribed Area");
  - Driving a vehicle, mobile equipment or machinery across a TCPL right-of-way outside the travelled portion of a highway or public road;
  - Using any explosives within 300 metres of TCPL's right-of-way; and
  - Use of TCPL's Prescribed Area for storage purposes.

5. During construction of the site, temporary fencing must be erected and maintained along the limits of the right-of-way by the Owner(s) to prevent unauthorized access by heavy machinery. The fence erected must meet TCPL's specifications concerning type, height and location. The Owner is responsible for ensuring proper maintenance of the temporary fencing for the duration of construction.
6. Permanent fencing may be required along the limits of TCPL's right-of-way. The fence erected must meet TCPL's and the municipality's specifications concerning type, location, and height. Any excavations for fence posts on, or within 30 metres of the pipeline must be done by hand or hydro vac. There shall be no augers operated on the right-of-way. The Owner shall notify TCPL 3 business days prior to any excavation for fence posts located on or within 30 metres of the pipeline. All fences made of metallic materials must be approved by TCPL prior to being erected on or within 30 metres of the pipeline.
7. Storage of materials and/or equipment on TCPL's right-of-way is not permitted.
8. Planting and Vegetation Plans will minimize vegetation on TCPL's right-of-way and ensure:
  - A 5 metre wide, continuous access way is provided on each side of the pipeline within the right-of-way;
  - TCPL's right-of-way is seeded with Canada #1 seed;
  - No portion of a tree or shrub (including the canopy) at the time of maturity encroaches within 5 metres of the edge of TCPL's facilities;
  - No trees or shrubs that will reach a height greater than 4 metres are planted within the right-of-way;
  - Tree roots do not interfere with or cause damage to the pipeline.
  - A minimum 10 metre separation is established between all groups of trees/shrubs. A group may consist of no more than 5 trees/shrubs; and
  - Where high-pressure gas is contained within an enclosed building (such as a metre station or building housing a compressor plant), trees and shrubs should be separated from the building by a minimum of 30 metres.
9. Original depth of cover over the pipelines within TCPL's right-of-way shall be restored after construction. This depth of cover over the pipelines shall not be compromised due to rutting, erosion or other means.
10. Facilities shall be constructed to ensure drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover over the pipelines does not occur. Catchment basins, drainage swales or berms are not permitted within TCPL's right-of-way.
11. Should pooling of water or erosion occur on the right-of-way as a result of any facility installation or landscaping, the Owner will be responsible for the remediation to TCPL's satisfaction.
12. Any large scale excavation adjacent to the right-of-way, which is deeper than the bottom of the pipe, must incorporate an appropriate setback from TCPL's right-of-way and must maintain a slope of 3:1 away from the edge of the right-of-way.

13. Mechanical excavation within 1.5 metres of the edge of TCPL's pipeline is prohibited. Hand or hydrovac excavation must be utilized within this distance.
14. In no event shall TCPL be held liable to the Owner respecting any loss of or damage to the Owner's Facility which the Owner may suffer or incur as a result of the operations of TCPL. The Owner shall be responsible for all costs involved in replacing the Owner's Facility damaged or removed during TCPL's operations and shall indemnify and save harmless TCPL from all actions, proceedings, claims, demands and costs brought against or incurred by TCPL as a result of the presence of or damage to the Owner's Facility on the TCPL right-of-way.
15. All display plans in the lot/home sales office shall identify the TCPL pipeline right-of-way corridor..
16. The Owner shall include notice of the following in all offers of purchase and sale:
  - Notice of the easement agreement registered against the property which may affect development activities on the property;
  - Notice of the 30 metre Prescribed Area as regulated by the CER Act;
  - The number of high pressure natural gas pipelines within the easement and the location of the easement in relation to the development;
  - The setback for all permanent structures and excavations from the limits of the right-of-way; and,
  - The local One Call number 1-800-400-2255 or [www.clickbeforeyoudig.com](http://www.clickbeforeyoudig.com).
17. TCPL's prior approval must be obtained for the Site Plans for the permanent structures to be erected on lots and/or Blocks which are encumbered by, or are adjacent to TCPL's right-of-way.
18. In the event that TCPL's pipelines experience contact damage or other damage as a result of construction, stop work immediately and notify TCPL at once.
19. All associated work, signage or any other engineering protection measures must be completed by TCPL or its qualified contractors at the sole expense of the Owner. The complete scope of work that may be required is subject to other conditions that may be necessary related to a finalized design that is approved by TCPL. Additionally, prior to TCPL or its contractors conducting any associated work, TCPL and the Owner must execute a reimbursement agreement, including financial assurances, which provides that the entire cost of conducting this associated work is 100% reimbursable to TCPL.

The owner shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.

## **2. Zoning By-law Amendment:**

TCPL requests that the following setbacks be incorporated into the Zoning By-law Amendment:

- a) A minimum setback of 7.0 m shall be required from any part of a principal building or structure from the edge of the TransCanada pipeline right-of-way.
- b) A minimum setback of 3.0 m shall be required from any part of an accessory building or accessory structure from the edge of the TransCanada pipeline right-of-way.

- c) With the exception of the cul-de-sac and the on-street parking spaces, a minimum setback of 7.0 m from the nearest portion of a TransCanada pipeline right-of-way shall also apply to any parking area or loading area, including any parking spaces, loading spaces, stacking spaces, bicycle parking spaces, and any associated aisle or driveway.

### **3. Site Plan Application:**

Upon review of the Site Plan Application, we request the following conditions be included in the Site Plan Approval and Agreement, and that item 3 is included as a note on the Site Plan:

1. No buildings or structures shall be installed anywhere on TCPL's right-of-way. Permanent buildings and structures are to be located a minimum of 7 metres from the edge of the right-of-way. Temporary or accessory buildings are to be located a minimum of 3 metres from the edge of the right-of-way.
2. With the exception of the cul-de-sac (if approved) and the on-street parking spaces identified on the site plan, a minimum setback of 7 metres from the nearest portion of a TCPL pipeline right-of-way shall also apply to any parking area or loading area, including any parking spaces, loading spaces, stacking spaces, bicycle parking spaces, and any associated vehicular travelled surface (e.g. drive aisle, driveway, access road). This 7 metre setback shall also apply to any grading or pondworks associated with stormwater management facilities.
3. The Owner shall submit, to the satisfaction of TCPL, detailed plans for the cul-de-sac reconstruction plan through the Written Consent process.
4. Written consent from TCPL must be obtained before any of the following:
  - Constructing or installing a facility across, on, along or under a TCPL pipeline right-of-way. A facility may include, but is not limited to: driveways, roads, access ramps, trails, pathways, utilities, berms, fences/fence posts;
  - Conducting ground disturbance (excavation or digging) on TCPL's right-of-way or within 30 metres of the centreline of TCPL's pipeline (the "Prescribed Area");
  - Driving a vehicle, mobile equipment or machinery across a TCPL pipeline right-of-way outside the travelled portion of a highway or public road;
  - Using any explosives within 300 metres TCPL's right-of-way; and
  - Use of TCPL's Prescribed Area for storage purposes.

How to apply for written consent:

- Determine the location of your work relative to TCPL's facilities.
  - o When planning, and before any of the work or activities, listed above, can begin, a request for written consent must be submitted to TCPL through our online application form
  - o We no longer accept applications through email
  - o Location of the work is required, along with the proximity to TCPL's right-of-way
  - o This information can be obtained through survey plans, or through a locate request
- **Make a locate request** either online ([ClickBeforeYouDig.com](http://ClickBeforeYouDig.com)) or by calling your [local One-Call Centre](http://local.One-Call Centre).
  - o The One-Call Centre will notify owners of buried utilities in your area, who will send representatives to mark these facilities with flags, paint or other marks, helping you

avoid damaging them. Often written consent for minor activities can be obtained directly from a regional TC Energy representative through a locate request.

- **Apply for written consent** using TCPL's [online application form](#) or call [1-877-872-5177](tel:1-877-872-5177).
  - **Application assessment and consent.** Once your information has been assessed and potential impacts have been evaluated, TCPL may:
    - o Grant consent without any conditions
    - o Grant consent that requires certain conditions to be met to assure safety, or
    - o Not grant consent
5. During any construction activities in proximity of the right-of-way, the owner must install and maintain temporary fencing along the limits of TCPL's pipeline right-of-way to prevent unauthorized access onto the pipeline right-of-way with heavy equipment. The fence must meet TCPL's specifications concerning type, height and location and must be maintained by the owner for the duration of construction.
  6. Storage of materials and/or equipment on TCPL's right-of-way is not permitted.
  7. Planting and Vegetation Plans will minimize vegetation on TCPL's right-of-way and ensure:
    - A 5 metre wide, continuous access way is provided on each side of the pipeline within the right-of-way;
    - TCPL's right-of-way is seeded with Canada #1 seed;
    - No portion of a tree or shrub (including the canopy) at the time of maturity encroaches within 5 metres of the edge of TCPL's facilities;
    - No trees or shrubs that will reach a height greater than 4 metres are planted within the right-of-way;
    - Tree roots do not interfere with or cause damage to the pipeline.
    - A minimum 10 metre separation is established between all groups of trees/shrubs. A group may consist of no more than 5 trees/shrubs; and
    - Where high-pressure gas is contained within an enclosed building (such as a metre station or building housing a compressor plant), trees and shrubs should be separated from the building by a minimum of 30 metres.
  8. Original depth of cover over the pipelines within TCPL's right-of-way shall be maintained during construction. This depth of cover shall not be compromised due to rutting, erosion or other means. Facilities shall be constructed to ensure drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover over the pipelines does not occur. Should pooling of water or erosion occur on TCPL's right-of-way occur as a result of any facility installation or landscaping, the Owner will be responsible for the remediation to TCPL's satisfaction.
  9. Facilities shall be constructed to ensure drainage is directed away from the right-of-way so that erosion that would adversely affect the depth of cover over the pipelines does not occur.
  10. In the event that TCPL's pipelines suffer contact damage or other damage as a result of an Owner's operations, stop work immediately and notify TCPL at once.
  11. The Owner shall ensure through all contracts entered into, that all contractors and subcontractors are aware of and observe the foregoing terms and conditions.



Thank you for the opportunity to provide comments. Kindly forward a copy of the draft conditions for review prior to any decision to [TCEnergy@mhbcplan.com](mailto:TCEnergy@mhbcplan.com). If you have any questions, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink that reads "K. Webber". The signature is written in a cursive, flowing style.

Kaitlin Webber,  
Planner

on behalf of TransCanada PipeLines Limited

## Public Works

10 Peel Centre Dr.  
Suite A  
Brampton, ON  
L6T 4B9  
tel: 905-791-7800

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February 20, 2024

Alex Sepe, MCIP, RPP  
Manager, Development Services  
Planning, Building and Growth Management  
Corporation of the City of Brampton  
2 Wellington Street West  
Brampton ON, L6Y 4R2  
[alex.sepe@brampton.ca](mailto:alex.sepe@brampton.ca)

**Re:     Region of Peel Comments and Conditions  
Draft Plan of Subdivision and Zoning By-law Amendment  
10378 Torbram Road  
Seven Developments Inc.  
City File: OZS-2022-0031 and 21T-22007B  
Region Files: RZ-22-031B and 21T-22007B**

Dear Mr. Sepe,

The Region has reviewed the third submission of materials submitted December 28<sup>th</sup>, 2023 in support of the Draft Plan of Subdivision and Zoning By-law Amendment applications cited above, on which comments and conditions were first provided on September 28<sup>th</sup>, 2022. Our updated comments and conditions are found below.

### Development Services

As per the Conditions of Draft Approval for Draft Plan of Subdivision 21T-22007B, the developer is required to fulfill all conditions to the satisfaction of the Region. Release for Registration will not be provided by the Region until all Regional requirements have been met.

### Development Engineering

- The FSR dated November 2023 by Urbanworks, has been reviewed and found that the previous comments have been addressed to Region's satisfaction.
- An engineering submission is required for review prior to reviewing the cost estimate. Submission requirement of the Region of Peel Subdivision Process Guide: <https://peelregion.ca/public-works/design-standards/pdf/subdivision-process-july-2009-final.pdf>

If you have any questions or concerns, please contact me at [dana.jenkins@peelregion.ca](mailto:dana.jenkins@peelregion.ca) or 905-791-7800 ext 4027 at your earliest convenience. Thank you, Alex.

Regards,

*Dana Jenkins*

Dana Jenkins  
Development Services  
Department of Public Works

cc:     John Hardcastle, Manager, Development Services, Region of Peel

## Public Works

10 Peel Centre Dr.  
Suite A  
Brampton, ON  
L6T 4B9  
tel: 905-791-7800

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September 28, 2022

Alex Sepe  
Planner III  
City of Brampton  
2 Wellington Street West  
Brampton ON, L6Y 4R2  
[Alex.Sepe@Brampton.ca](mailto:Alex.Sepe@Brampton.ca)

**RE: Region of Peel Comments  
Draft Plan of Subdivision  
10378 Torbram Road, Brampton  
Blackthorn Development Corp  
City File: OZS-2022-0031  
Regional File: 21T-22007B**

Dear Mr. Sepe,

The Region has reviewed the materials submitted in support of the Application to Amend the Zoning By-Law and a Draft Plan of Subdivision Proposal to redevelop the subject lands to permit twenty-six (26) Freehold Residential Dwellings (2 Detached and 24 Semi-Detached). Regional 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-22007B, 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 Westerly/ Northerly 250mm sanitary sewer along Silktop Trail and Easterly 600mm and 750mm trunk sewers within an easement. Individual service connections to sanitary sewer trunk are not permitted.
- A Functional Servicing Report (FSR) showing proposed sanitary sewer servicing plans for the development and provision for the adjacent land, if any, will be required for review and approval by the Region prior to the engineering submission.
- Comments on the FSR will be provided directly to the consultant.

## **Water Facilities**

- The lands are in Water Pressure Zone 6 supply system.
- Existing infrastructure consist of a 300mm watermain along Torbram Road and a 150mm watermain branched off from 200mm watermain on Silktop Trail.
- A Functional Servicing Report (FSR) showing proposed water servicing plans for the development and provision for the adjacent land, if any, will be required for review and approval by the Region prior to the engineering submission.
- Private servicing easements and construction might be required. Local looped watermain through condominium roads and a second service as per the connection standard to be considered at the site servicing stage.
- The Region requires a Condominium Water Servicing Agreement and a draft Declaration and Description with completed Schedule A for the future Common Elements Condominiums.
- Comments on the FSR will be provided directly to the consultant.

## **Region Roads**

- Regional Roads are not adversely affected.

## **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**

- i. The Region of Peel will provide curbside collection of garbage, recyclable materials, household organics and yard waste subject to Section 2.0 and 3.0 of the Waste Collection Design Standards Manual (WCDSM) and the following conditions being met and labelled on a Drawing:
  - Internal roadways must be constructed of a hard surface material, such as asphalt, concrete or lockstone, and designed to support a minimum of 35 tonne, the weight of a fully loaded waste collection vehicle.
  - The Turning Radius from the centre line must be a minimum of 13 metres on all turns. This includes the turning radii to the entrance and exit of the site.
  - All roads shall be designed to have a minimum width of 6 metres.
  - The maximum grade permitted along the waste collection vehicle access route is 8 percent.
  - Road layouts shall be designed to permit a waste collection vehicle to drive forward without reversing for waste collection. Where the requirements for a road layout permitting forward movement of a waste collection vehicle cannot be met, a cul-de-

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sac or a T-turnaround shall be provided in accordance with the specifications shown in the WCDSM Appendices 2 and 3, respectively.

- In a situation where a waste collection vehicle must reverse the maximum straight back-up distance is 15 metres. Private Street A & B depicted on the Traffic Study Drawing A1 does not conform to our standards.
  - a) Waste Trucks can only collect from the right side of the vehicle
  - b) Waste collection vehicle is not permitted to reverse around a corner
- Each dwelling unit within a development must have its own identifiable collection point. See Appendix 9 (Waste Collection Design Standards Manual) for an example of a collection point. The collection point must be located along the curb, adjacent to the driveway, and must be directly accessible to the waste collection vehicle and free of obstructions such as parked cars. Please indicate the set-out area for each unit in subsequent submissions.
- Each dwelling units' collection point along the curb must be at least 3 square metres, or 32 square feet in order to provide sufficient space for the placement of carts: maximum (1) large garbage cart or recycling cart (360 litres) and one (1) source separated organics carts (100 litres), overflow waste (i.e. additional bags), yard waste and bulky items. (Waste Collection Vehicles can only collect from the right side of the roadways)

### **Legal Services**

- Draft plan plot date April 27/22
  - Appears to be preliminary as the lots are not fully defined.
  - If the private roads A and B are included, they should be shown as blocks.

### **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:

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- 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; 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.

#### Land Dedications

4. A provision shall be made in the subdivision agreement that:
  - a) The Developer shall gratuitously transfer to the Region free and clear of all encumbrances and to the satisfaction of the Region:
    - i. All necessary easements for proposed and existing Regional infrastructures as required by the Region to service the proposed plan and external lands.
  - b) All costs associated with land transfers and easements shall be 100% the responsibility of the Developer.

#### Development Engineering Conditions

5. The Developer shall acknowledge and agree that landscaping, signs, fences, gateway features, and any other encroachments will not be permitted within the Region's easements and right-of-way limits.

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

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

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6. Prior to servicing, the Developer's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.
7. 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

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 a satisfactory engineering submission, the Developer shall submit to the Region for review and approval a Functional Servicing Report (FSR) showing proposed watermain, sanitary and storm sewer servicing plan for the development and provision for the external lands. A clause shall be included in the Subdivision Agreement in respect of same.
10. The Owner acknowledges that the Contractor has full responsibility to comply with the Environmental Protection Act (EPA) and all other legislative requirements including Ontario Regulation (O.Reg.) 406/19- Onsite and Excess Soil Management. The Contractor shall be familiar with and meet the objectives of O.Reg. 406/19 for all work completed. A clause shall be included in the Subdivision Agreement in respect of same.
11. 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.
12. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region to review and approval.
13. Prior to registration of the Plan of subdivision, the Developer shall ensure that all lots and blocks are serviced via an internal road network. A clause shall be included in the Subdivision Agreement in respect of same.
14. Prior to servicing of the subdivision, the Region may require the Developer to construct a sampling hydrant (at 100% the Developer's expense) within the proposed Plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.
15. 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.

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16. 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.
17. Provision will be required in the Subdivision Agreement for the following clauses in respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;
- a) Until the issuance of Final Acceptance, a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.
  - b) The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
    - i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
      - a) Bacteriological Analysis - Total coliform and E-coli counts
      - b) Chemical Analysis - Nitrate Test
      - c) Water level measurement below existing grade
    - ii. In the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
    - iii. Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.
18. 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

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Tel: 905-791-7800 [www.peelregion.ca](http://www.peelregion.ca)



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.

19. The Developer shall acknowledge and agree that the Developer is responsible for all costs associated with the relocation and/or removal of existing services to accommodate the development, to the satisfaction of the Region. The Developer shall made appropriate arrangements with the Region regarding financing and relocation of Regional services prior to registration of the Plan.
20. 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.
21. 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 the 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 ([Herman.Wessels@peelregion.ca](mailto:Herman.Wessels@peelregion.ca) 905.791.7800 X4209) at your earliest convenience.

Yours truly,



Herman Wessels  
Intermediate Planner, Development Services  
Region of Peel

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**Public Works**

10 Peel Centre Dr., Suite A, Brampton, ON L6T 4B9  
Tel: 905-791-7800 [www.peelregion.ca](http://www.peelregion.ca)

**Public Works**

10 Peel Centre Dr.  
Suite A  
Brampton, ON  
L6T 4B9  
tel: 905-791-7800

[peelregion.ca](http://peelregion.ca)

October 03, 2022

Alex Sepe  
Planner III  
City of Brampton  
2 Wellington Street West  
Brampton ON, L6Y 4R2  
[Alex.Sepe@Brampton.ca](mailto:Alex.Sepe@Brampton.ca)

**RE: Region of Peel Comments  
Draft Plan of Subdivision  
10378 Torbram Road, Brampton  
Blackthorn Development Corp  
City File: OZS-2022-0031  
Regional File: 21T-22007B**

Dear Mr. Sepe,

This letter follows the Regional comment letter and draft plan of conditions dated September 28, 2022.

Please find comments on the FSR attached.

If you have any questions or concerns, please contact me ([Herman.Wessels@peelregion.ca](mailto:Herman.Wessels@peelregion.ca) 905.791.7800 X4209) at your earliest convenience.

Yours truly,



Herman Wessels  
Intermediate Planner, Development Services  
Region of Peel

*Attached: FSR Comments dated 10.03.2022*

**To: Harry Wessels  
Planning**

**Date: October 3, 2022**

**From: K.Krish, P.Eng.**

**Subject: Functional Servicing &  
Stormwater Management Report  
(April 2022)  
10378 Torbram Road,  
City of Brampton**

**Our File: T-22007Ba**

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We acknowledge receiving the Functional Servicing & Stormwater Management Report dated April 2022, by Urbanworks Engineering Corporation and confirm that we have the following comments:

The proposed development is located within the boundaries of Torbram Road to the east and Sandalwood to the north and Bramalea road to the west and Bovaird Drive to the South.

The site plan for the property was prepared by S & C Architects, dated April 2021. The development is approximately 0.76 ha in area and includes 2 detached dwellings, 24 semi-detached units, visitor and resident parking, a private laneway, and an amenity area. The total population is 53 people.

**Watermain:**

The subject site is within Pressure Zone 6. The following are the existing infrastructure in the vicinity of the proposed development:

- 300mm watermain along Torbram Road
- 150mm watermain branched off from 200mm watermain on Silktop Trail.

There is no future infrastructure in the vicinity of the proposed development.

This development is in SGU 21051219 with 100 residential growth and 20 employment growth based on Scenario 16.

Based on available servicing plans, there is an existing 150mm watermain and plug along Silktop Trail. The site was included as a residential area with a population density of 70 people/ha in the initial design of the water supply system.

Estimated water demands are:

ADD = 0.17L/s  
PHD = 0.52L/s  
MDD = 0.35L/s  
Fire Flow =150.3L/s

Hydrant flow test is required to validate the flow and pressure at the 150mm watermain.

**Comments:**

- Hydrant flow test is required to validate the flow and pressure at the 150mm watermain
- In order to comply with the servicing standard a second service to the development and internal looping of the water service through condominium development must be considered at the servicing stage
- Considering what is noted here, there is no capacity constraint identified in servicing this site.

**Wastewater:**

The Region's GIS database illustrates the following existing infrastructure in the vicinity of the proposed development:

- Westerly/ northerly 250mm sanitary sewer along Skiltop Trail
- Easterly 600mm and 750mm within an easement.

The Master Plan Studies suggests new wastewater infrastructure to service growth in SGU 21100129 (Scenario 16, October 2018); the projected growth for 2041 is 120.

The servicing strategy for the proposed development is as follows:

- The flows from the proposed development are discharged to existing westerly and northerly 250mm sanitary sewers along Silktop Trail
- Flows are then conveyed to the existing southerly 1050mm trunk sewer on Airport Road
- The flows are finally serviced at GE Booth WWTP via East Brampton and East trunk sewer systems.

The estimated sanitary flows are calculated based on Region of Peel sewer design criteria with average flows of 302.8 Lpcd, inflow and infiltration allowance of 0.2 L/s/ha and Harmon peaking factor from 2 to 4.

The proposed development sanitary flows are as below:

Building Type	Developable Area (Ha)	Population	Sanitary Flows (L/s)
Det./Semi-Det.	0.76	53	1

Region of Peel 2015 DC study suggests the population density for detached and semi-detached homes is 4.15PPU. Based on that the population for 26 units is 107 persons and therefore the sanitary flows are calculated at 1.7L/s.

**Comments:**

- The Region of Peel has no objection to the proposed sanitary servicing plan for the proposed development at 10378 Torbram Road, discharging 1.7 L/s of sanitary flows, with an area of 0.76 Ha and a population of 108 persons, to the existing 250mm sanitary sewer at manhole 6342604 along Silktop Trail.
- Any change in the sanitary servicing plan, population, area and or the sanitary servicing outlet would again require review by the Infrastructure Planning Group.

**Regional Roads/ Storm Sewer**

The proposed Development does not abut Regional Roads.

**Conclusion**

In Summary, the Functional Servicing and Stormwater Management Report dated April 2022, is to be revised as per the above comments, to the satisfaction of the Region of Peel.

Should you have any questions or require clarification, please contact the undersigned at 905-791-7800 X 7873.

Thank you,

K. Krish, P.Eng  
Technical Analyst  
Engineering, Development Services  
Public Works

## Sepe, Alex

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**From:** Anthony Syhlonyk <Anthony.Syhlonyk@trca.ca>  
**Sent:** 2022/10/14 10:28 AM  
**To:** Sepe, Alex  
**Subject:** [EXTERNAL]SPA-2022-0100 and OZS-2022-0031 - 10378 Torbram Road TRCA Clearance

**Caution: This email originated from outside the organization. Do not click links or open attachments that you do not trust or are not expecting.**

Good morning Alex,

TRCA's staff have completed their review of the subject applications and have no further objections to approval.

Please let me know if you require anything further.

Thank you,

**Anthony Syhlonyk, MPlan**  
Planner  
Development Planning and Permits | Development and Engineering Services

T: 1-437-880-1938

E: [Anthony.Syhlonyk@trca.ca](mailto:Anthony.Syhlonyk@trca.ca)

A: 101 Exchange Avenue, Vaughan ON L4K 5R6

Toronto and Region Conservation Authority (TRCA) | [trca.ca](http://trca.ca)



*All digital submissions and documents can be submitted to the following e-mail addresses:*

*Enquiries/ applications within Peel Region municipalities – [peelplan@trca.ca](mailto:peelplan@trca.ca)*

*Enquiries/ applications within York Region municipalities – [yorkplan@trca.ca](mailto:yorkplan@trca.ca)*

*We thank you for your cooperation as we respond to the current situation.*

July 20, 2022

Alex Sepe  
Development Planner  
City of Brampton  
2 Wellington Street West  
Brampton, ON L6Y 4R2

Dear Alex:

**Re: Notice of Application and Request for Comments  
Application to Amend the Zoning By-law and Proposed Draft Plan of Subdivision  
10378 Torbram Road  
West side of Torbram RD, south of Sandalwood Pkwy E  
File: 21T-22007B (OZS 2022-0031)  
City of Brampton – Ward 9**

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The Dufferin-Peel Catholic District School Board has reviewed the above noted application based on its School Accommodation Criteria and provides the following comments:

The applicant proposes the development of 2 detached and 24 semi-detached units which are anticipated to yield:

- 4 Junior Kindergarten to Grade 8 Students; and
- 2 Grade 9 to Grade 12 Students

The proposed development is located within the following school catchment areas which currently operate under the following student accommodation conditions:

Catchment Area	School	Enrolment	Capacity	# of Portables / Temporary Classrooms
Elementary School	Good Shepherd	306	651	0
Secondary School	St. Margeurite d'Youville	1296	1458	11

**The Board requests that the following conditions be incorporated in the conditions of draft approval:**

1. That the applicant 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."

The Board will be reviewing the accommodation conditions in each elementary and secondary planning area on a regular basis and will provide updated comments if necessary.

Yours sincerely,



Krystina Koops, MCIP, RPP  
Planner  
Dufferin-Peel Catholic District School Board  
(905) 890-0708, ext. 24407  
krystina.koops@dpcdsb.org

c: N. Hanson, Peel District School Board (via email)



July 25, 2022

Alex Sepe  
Development Planner  
Planning, Building & Economic Development Services  
City of Brampton  
2 Wellington St W  
Brampton, ON L6Y 4R2

Dear Alex,

Re: Draft Plan of Subdivision Application, Zoning By-Law Amendment  
Seven Developments Inc.  
10378 Torbram Road  
City of Brampton  
File No.: 21T-22007B, OZS-2022-0031  
Related Application: SPA-2022-0100

Enbridge Gas Inc. does not object to the proposed application(s) however, we reserve the right to amend or remove development conditions.

This response does not constitute a pipe locate, clearance for construction or availability of gas.

The applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing [SalesArea20@Enbridge.com](mailto:SalesArea20@Enbridge.com) to determine gas availability, 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.

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 phased construction, all costs are the responsibility of the applicant.

In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.

The applicant will contact Enbridge Gas Inc.'s Customer Connections department by emailing [SalesArea20@Enbridge.com](mailto:SalesArea20@Enbridge.com) prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.

The applicant shall obtain a 2193914 Canada Limited CER permit for all installations and excavations within 30m of the CER regulated pipe and pipeline corridor.

The applicant shall contact 2193914 Canada Limited by emailing [Mark-Ups@Enbridge.com](mailto:Mark-Ups@Enbridge.com) as soon as possible to discuss the applicant's design. There may be design limitations due to the presence of the pipe and pipeline corridor.

Sincerely,

A handwritten signature in black ink, appearing to read "Jasleen Kaur". The signature is fluid and cursive, with a horizontal line above the first few letters.

**Jasleen Kaur**  
Municipal Planning Coordinator  
**Engineering**

---

**ENBRIDGE**

TEL: 437-929-8083

500 Consumers Rd, North York, ON M2J1P8

[enbridge.com](http://enbridge.com)

**Safety. Integrity. Respect. Inclusion.**

## Sepe, Alex

**From:** LANDUSEPLANNING <LandUsePlanning@HydroOne.com>  
**Sent:** 2022/07/21 9:37 AM  
**To:** Sepe, Alex; Trdoslavic, Shawntelle  
**Subject:** [EXTERNAL]Brampton - 10378 Torbram Rd - 21T-22007B

**Caution: This email originated from outside the organization. Do not click links or open attachments that you do not trust or are not expecting.**

Hello,

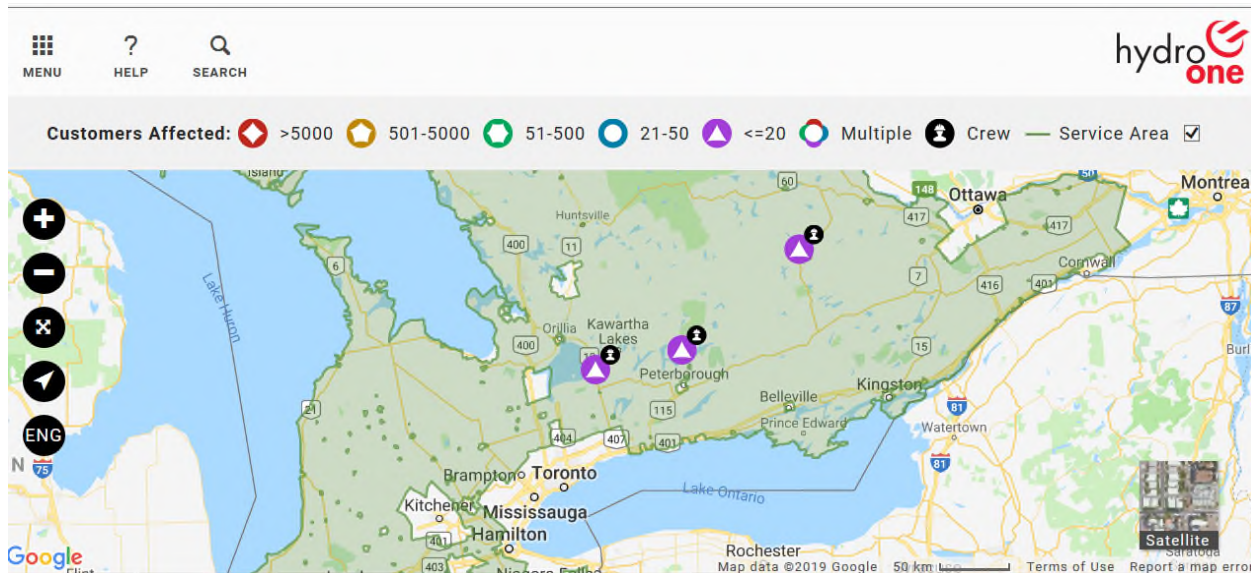
We are in receipt of your Draft Plan of Subdivision Application, 21T-22007B dated July 11, 2022. We have reviewed the documents concerning the noted Plan and have no comments or concerns at this time. **Our preliminary review considers issues affecting Hydro One's 'High Voltage Facilities and Corridor Lands' only.**

For proposals affecting 'Low Voltage Distribution Facilities' please consult your local area Distribution Supplier.

To confirm if Hydro One is your local distributor please follow the following link:

<http://www.hydroone.com/StormCenter3/>

Please select " Search" and locate address in question by entering the address or by zooming in and out of the map



If Hydro One is your local area Distribution Supplier, please contact Customer Service at 1-888-664-9376 or e-mail [CustomerCommunications@HydroOne.com](mailto:CustomerCommunications@HydroOne.com) to be connected to your Local Operations Centre

Thank you,

**Kitty Luk**

Real Estate Assistant | Land Use Planning

**Hydro One Networks Inc.**

185 Clegg Road

Markham, ON | L6G 1B7

July 18, 2022

Alex Sepe  
Development Planner III  
City of Brampton  
2 Wellington Street West  
Brampton, ON L6Y 4R2

Dear Alex:

**RE: Application to Amend the Zoning By-law and Proposed Draft Plan of Subdivision  
OZS-2022-0031 & 21T-22007B  
Blackthorn Development Corp.  
10378 Torbram Road  
North of Steeplebush Avenue, west of Torbram Road  
City of Brampton (Ward 9)**

The Peel District School Board has reviewed the above-noted application (24 semi-detached units, 2 single family detached units, totalling 26 units) based on its School Accommodation Criteria and has the following comments:

The anticipated yield from this plan is as follows:

<b>Kindergarten to Grade 5</b>	<b>Grade 6 to Grade 8</b>	<b>Grade 9 to Grade 12</b>
10	5	5

Students generated from this development will attend the following schools:

<b>Public School</b>	<b>School Enrolment</b>	<b>School Capacity</b>	<b>Number of Occupied Portables</b>
Stanley Mills P.S. <i>(Kindergarten to Grade 5)</i>	469	671	0
Sunny View Middle P.S. <i>(Grade 6 to Grade 8)</i>	678	778	0
Louise Arbour S.S. <i>(Grade 9 to Grade 12)</i>	1,332	1,530	0

The Board requires the inclusion of the following conditions in the Conditions of Draft Approval as well as the Development Agreement:

1. 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.
2. The Peel District School Board requires the following clause be placed in any agreement of purchase and sale entered into with respect to any units on this plan, 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 Peel District School Board. Bus stop locations will be assessed and selected by the Student Transportation of Peel Region's Bus Stop Assessment procedure and process (STOPR012)."
3. The developer shall agree to erect and maintain signs at the entrances to this development which shall advise prospective purchases that due to present school facilities, some of the children from this development may have to be accommodated in temporary facilities or bused to schools, according to the Peel District School Board's Transportation Policy.

The Board wishes to be notified of the decision of Council with respect to this proposed application.

If you require any further information, please contact me at [nicole.hanson@peelsb.com](mailto:nicole.hanson@peelsb.com) or 905-890-1010, ext. 2217.

Yours Truly,

Nicole N. Hanson, H.B.A, MES(Pl.), RPP, MCIP  
Planner - Development  
Planning and Accommodation Dept.

- c. S. Blakeman, Peel District School Board  
K. Koops, Dufferin-Peel Catholic District School Board (email only)



**September 30, 2022**

Ms/Mr. Alex Sepe  
City of Brampton  
Planning and Building  
Brampton, Ontario

Dear : Alex Sepe

**Re: 10378 TORBRAM ROAD**

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Rogers Reference Number: M224950

Rogers Communications Canada Inc. ("**Rogers**") has reviewed the application for the above Subdivision and has determined that it intends to offer its communications services to residents of the Subdivision. Accordingly, we request that municipal approval for the Subdivision be granted subject to the following conditions:

- (1) The Owner shall 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.
- (2) The Owner shall 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.
- (3) The Owner shall 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.
- (4) The Owner shall 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.

In addition, we kindly request to, where possible, receive copies of the following documents:

- (1) the comments received from any of the Communications Service Providers during circulation;
- (2) the proposed conditions of draft approval as prepared by municipal planners prior to their consideration by Council or any of its committees; and
- (3) the municipal planners' report recommending draft approval before it goes to Council or any of its committees.

Should you require further information or have any questions, please do not hesitate to contact me at [gtaw.newarea@rci.rogers.com](mailto:gtaw.newarea@rci.rogers.com)

Sincerely,

Anisha George

Coordinator  
[gtaw.newarea@rci.rogers.com](mailto:gtaw.newarea@rci.rogers.com)  
Rogers Communications Canada Inc.  
3573 Wolfedale Rd, Mississauga Ontario