

**SCHEDULE "A"  
CONDITIONS OF DRAFT APPROVAL****DRAFT APPROVAL****DATE:** (Day After Last Day for Filing an Appeal if No Appeal has been Filed)**APPLICANT:** Castleclark Developments – Candevcon Limited**SUBJECT:** **DRAFT PLAN OF SUBDIVISION**  
Candevcon Limited  
21T-22005B  
City of Brampton  
OZS-2022-0025  
Planner: Arjun Singh

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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 Candevcon Limited dated April 10<sup>th</sup>, 2024.

**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.
11. Prior to registration, parkland dedication requirements for the subject application shall be finalized. In this regard, arrangements shall be made to the satisfaction of the Commissioner, Planning, Building and Growth Management and in accordance with the terms of the City's Parkland Dedication By-law, applicable at the time of plan registration.

### **Studies**

12. 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**

13. 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.
14. 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**

15. 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**

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

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**Cost-share Agreement**

17. 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**

18. 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**

19. 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."

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.

20. 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.

"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**

21. Prior to final approval, the City of Brampton shall be advised by the School Boards that satisfactory arrangements regarding educational facilities have been made between the developer/applicant and the School Boards for this plan.

22. Prior to final approval, the Peel District School Board is to be satisfied that the following provisions are contained in the Subdivision Agreement and on all offers of purchase and sale for a period of ten years after registration of the plan:

“Whereas, despite the efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the Planning and Accommodations Department of the Peel District School Board to determine the exact schools.”

“Whereas, despite the efforts of the Peel District School Board, please be advised that noise, dust and truck traffic are normal circumstances during the construction of a school, and once constructed, the school will have normal operating conditions for a school such as noise, exterior lighting, portable classrooms (including installation and removal), and increased traffic on surrounding streets during peak A.M. and P.M. hours and during special events.”

“The purchaser agrees that for the purposes of transportation to school the residents of the development shall agree that the students 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 (STOPR012) procedure and process”

23. That the Subdivision Agreement shall contain a clause satisfactory to the Peel District School Board that the developer will erect and maintain signs 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 bussed to schools, according to the Board's Transportation Policies. These signs shall be to the School Board's specifications and at locations determined by the Board.
24. Prior to final approval, satisfactory arrangements shall have been made with the Peel District School Board, acting reasonably, for the acquisition, or reservation for future acquisition, of Block Number 14 for a period of ten years following registration of a plan of subdivision containing Block Number 14.
25. Any amendment or adjustment to the proposed subdivision that would result in an increase of proposed residential units should address to the satisfaction of the Peel District School Board the adequacy of school capacity to support the increase in proposed residential units beyond Block Number 14.
26. The developer shall agree to install fencing to municipal standards.
27. The developer shall agree to post and maintain “No Dumping” signs along the perimeter

fence as required by the Peel District School Board.

28. The developer shall agree that there will be no stockpiling of topsoil (or other material) on the school site. A clause and securities shall be included in the servicing agreement which prohibits the stockpiling of any soils on Block Number 14.
29. The developer shall agree to confirm in writing to the Peel District School Board that capacity for a new school with regards to natural gas and hydro is adequate.
30. In order to ensure that sanitary, storm, and utility easements (hydro, gas, water, etc.) do not interfere with approved site plans, it is requested that such easements be approved by the Peel District School Board prior to their establishment on the proposed school site.
31. The developer will ensure that community mailboxes are not located along the frontage of the school (Block Number 14).
32. The developer shall agree that during construction of the surrounding development they will provide any traffic control as required by the municipality at no cost to the Peel District School Board.
33. The developer shall agree that the stormwater management design of the proposed subdivision must incorporate Block Number 14 in the analysis.

### **Canada Post**

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

34. Consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
35. 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.
36. 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.
37. 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.

38. Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
39. 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.
40. 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.
41. 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:

42. 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.
43. 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.
44. 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.
45. 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:

46. 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.



47. 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.
48. 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.
49. 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.

### **Bell Canada**

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

50. 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.
51. 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:

53. The developer shall contact Alectra Utilities Subdivisions Department to obtain a subdivision application form (SAF). The developer shall submit the SAF at least 6 months prior to the start of electrical distribution system (EDS) installation. SAF is also available by visiting <https://alectrautilities.com/findform?parent=9> (under Construction Services).
54. The developer's electrical consultant to provide load calculations / requirements for this development.
55. The developer shall confirm with Alectra Utilities Subdivisions Department on the availability of adjacent plant capable of servicing this development and to discuss the electrical service installation requirements and schedule.
56. The developer shall be responsible for the costs associated with the hydro plant expansion to supply this development.

57. The developer's electrical consultant to contact Alectra Utilities Subdivisions Department to discuss placement of switchgear(s) and/or transformer(s) requiring adequate space for safe installation and operation.
58. The developer shall be responsible for the costs of the relocation of existing plant to accommodate the new road(s).
59. The developer's electrical consultant to confirm the metering configuration within this development (individual / ganged metering). The developer shall provide the architectural drawings and confirm the location of the hydro meters as approved by Alectra Utilities.
60. The developer shall enter into a servicing agreement (offer-to-connect) and will be responsible for the cost-sharing as detailed in the offer-to-connect.
61. Any easements required by Alectra Utilities for the provision of electrical service to this development will be determined by Alectra Utilities in its sole discretion at the design stage of the project. For condominium/private developments, Alectra Utilities requires a blanket easement.
62. For new developments with townhouses, the installation of electrical distribution system (EDS) shall only commence after the foundation of the townhouses had been erected.

### **Toronto and Region Conservation Authority**

#### **Red-line Revisions**

63. The final Plan shall be in general conformity with the draft plan prepared by Candevcon Limited, dated May 10, 2023, prior to a request for clearance of any phase of this plan, to:
  - a. Include appropriate blocks that are to be conveyed to the City of Brampton or TRCA as appropriate to the satisfaction of the City of Brampton and TRCA.
  - b. Meet the requirements of TRCA's conditions, including the adjustment of block lot lines to the satisfaction of the City of Brampton and TRCA as a result of the completion of required studies.
  - c. Should the above not be adequately addressed in the Plan, red-line revision will be required to the satisfaction of the TRCA, to address TRCA's requirements with respect to these conditions.
64. Prior to registration of the Plan of Subdivision, provide an M-Plan showing the adjusted block lines, additional blocks and any other required revisions to the satisfaction of the City of Brampton and the TRCA.

#### **Prior to Works Commencing**

65. That prior to any development, pre-servicing or site alteration, or registration of this

plan or any phase thereof, the applicant shall submit and attain the approval of the TRCA for:

- a. A detailed engineering report (i.e., Stormwater Management and Site-Level Water Balance) that describes in detail the applicable stormwater management criteria (i.e., quantity, quality, erosion control, and water balance), how the proposed storm drainage system will be designed to meet the stormwater management criteria, and how it will comply with all related master servicing plans (i.e., Functional Servicing Report) and TRCA requirements. This report shall include, but is not limited to:
  - i. Plans illustrating the existing drainage systems internal and external to the site, and how the proposed drainage plan will tie into surrounding drainage systems. Plans which demonstrate the proposed stormwater management techniques which are required to control minor or major flows. Confirmation must be provided with respect to how target flows as per the hydrologic studies will be achieved during and post-development.
  - ii. Provide provisions for appropriately sized Stormwater Management Practices (SWMPs) to be used to treat stormwater, to mitigate the impacts of development on the quality, quantity, and volume of ground and surface water resources in accordance with TRCA's current Stormwater Management Guidelines. The existing drainage patterns should be maintained, to the greatest extent possible, and the existing hydrologic function of any wetlands is to be maintained, consistent with TRCA's guidelines.
  - iii. Proposed methods for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after construction, in accordance with the TRCA's Erosion and Sediment Control (ESC) guidelines (dated 2019) utilized by the TRCA. Erosion and sediment control plans and a report addressing phasing and staging, consistent with TRCA's guidelines must be included.
  - iv. Detailed plans indicating location, orientation, size and description of all stormwater management features, including outlet structures, all other proposed servicing facilities (i.e., lot level LIDs, pumping stations, access roads), grading, site alterations, development, infrastructure and watercourse alterations, which are required to service or facilitate the development of the subject lands, which may require a permit pursuant to Ontario Regulation 166/06, the Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation.
  - v. Mapping of proposed stormwater management measures, with consideration for grade differentials and grading required.
  - vi. Measures for minimizing and mitigating erosion related impacts on downstream areas (during and post construction), which are to be integrated into the stormwater management plan to the satisfaction of the TRCA.
  - vii. Design of flow dispersal measures associated with the stormwater management outlets to reduce potential erosion and maximize potential infiltration, and the integration of a naturalized outlet channel and/or

- wetland, where applicable, to the satisfaction of the TRCA.
- viii. Stormwater Management facility and outlet design details. Design requirements shall conform to the requirements outlined in the Ministry of Environment, Conservation and Parks (MECP) 2003 “Stormwater Management Planning and Design Guide”, TRCA’s Stormwater Management Criteria Document, and TRCA’s LID Stormwater Management Planning and Design Guide, and all applicable City of Brampton design standards.
  - b. Grading plans for the subject lands. These plans must indicate how grade differentials will be accommodated without the use of retaining walls within or adjacent to Block 16. All modifications to existing slopes must result in geotechnically-stable slopes to the satisfaction of the TRCA.
  - c. Plans illustrating that all works, including all grading, site alterations, or materials associated with these activities, will not encroach, or be placed on lands outside of the development areas. These plans must also identify no grading works and fill placement within the Rainbow Creek Corridor Blocks 15 and 16, beyond those approved by the TRCA.
  - d. A groundwater constraint assessment that will examine existing groundwater levels in relation to the proposed development, underground construction and servicing and stormwater management infrastructure. If impacts to groundwater levels are anticipated, any potential impacts to surface water receivers and their inherent hazards must be assessed and any potential impacts mitigated, to the satisfaction of the TRCA.
  - e. Information detailing all anticipated temporary dewatering that may be required during the construction phases, including anticipated volumes, duration, discharge locations, and filtration media – as required, to the satisfaction of the TRCA, for the purposes of dewatering whether the control of erosion may be impacted and whether a TRCA permit is required.
  - f. Overall Site-Level Water Balance Report that will identify measures that will be implemented during and pre and post-development that:
    - i. Mimic the pre-development surface and groundwater balance for the overall site to the greatest extent achievable;
    - ii. Demonstrate how post-development conditions will retain a minimum of the first 5mm of rainfall over the entire site to the satisfaction of the TRCA;
    - iii. Mitigate against any potential on-site or downstream erosion associated with the stormwater management system;
    - iv. Maintain baseflow contributions at pre-development levels, duration, and frequency, in all areas of affected watercourses to the satisfaction of TRCA staff.
  - g. That the applicant obtains all Ontario Regulation 166/06 permits from the TRCA for all works proposed on the subject property for which permits would be required.
  - h. That the size and location of Stormwater Management Blocks and LID measures, including any outlets and outfalls into Block 16 and any stormwater management infrastructure utilized for quantity and quality control, be confirmed to the satisfaction of the TRCA. And, if required to meet TRCA requirements,

red-line revisions be made to the plan to expand these blocks or modify their size or configuration into the surrounding lands within this subdivision which are currently proposed for development.

### Subdivision Agreement

66. That the owner agrees in the subdivision agreement, in wording acceptable to the TRCA:
- a. To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the technical reports and plans referenced in TRCA's conditions.
  - b. To implement the requirements of the TRCA's conditions in wording acceptable to the TRCA.
  - c. To design and implement on-site erosion and sediment controls in accordance with current TRCA standards.
  - d. To maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA.
  - e. To obtain all necessary permits pursuant to Ontario Regulation 166/06 from the TRCA.
  - f. To erect a permanent fence to the satisfaction of the TRCA on all lots and blocks abutting natural areas and their buffers (if gratuitously dedicated to the TRCA).
  - g. To implement all water balance/infiltration measures, including side slope swales, identified in the submitted studies that have or are to be completed for the subject property.
  - h. Implement all adaptive management and mitigation measures identified in the submitted design reports that have or are to be completed for the subject property.
  - i. To provide for the warning clauses and information identified in TRCA's conditions.
  - j. That where required to satisfy TRCA's conditions, development shall be phased within this plan.
  - k. That prior to a request for renewal of draft approval of any phase of this subdivision, that the owner consult with the TRCA with respect to whether the technical studies submitted in support of this development remain to meet current day requirements, and that the owner update any studies and plans, as required, to reflect current day requirements.
  - l. To carry out, or cause to be carried out the cleaning-out and maintenance of all stormwater management infrastructure (including best management practice measures) prior to assumption of the subdivision by the City of Brampton. And, to include appropriate clauses in all agreements of purchase of sale agreements, for lots and blocks on which stormwater management measures are being constructed to identify the presence of such measures and to clearly identify the owner's responsibilities for longterm maintenance, and any restrictions to uses on any portion of their property that these may require.
  - m. To gratuitously dedicate Blocks 15 and 16 to the City of Brampton or TRCA, in a condition that is satisfactory to the City of Brampton and TRCA.

### Hydro/Telecommunications

67. 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

68. 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

69. Prior to execution of the Subdivision Agreement by the Region, the Owner shall:
- Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Owner'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
  - 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.
70. Provision shall be made in the Subdivision Agreement with respect to:
- Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
  - Collection of development charges for future residential development blocks (nonfreehold townhouses or apartment blocks); pursuant to the Region's Development Charges By-law, as amended from time to time.

### Water Meter Fees

71. In respect of the water meter fees:
- Prior to registration of the plan of subdivision, the Owner 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;
  - 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
  - A clause shall be included in the Subdivision Agreement that in the event of an

underpayment of water meter fees, the Owner shall be responsible for payment thereof forthwith upon request.

### Easements

72. As a condition of registration of this Plan or any phase thereof, the Owner shall gratuitously transfer to the Region free and clear of all encumbrances and to the satisfaction of the Region all necessary easements for proposed and existing Regional infrastructures as required by the Region to service the proposed Plan and external lands. All costs associated with easements shall be 100% the responsibility of the Developer. A clause shall be included in the Subdivision Agreement in respect of same.
73. The Owner shall acknowledge and agree that landscaping, signs, fences, gateway features, and any other encroachments will not be permitted within the Region's easements. A clause shall be included in the Subdivision Agreement in respect of same.
74. Prior to registration of the subdivision, the Owner 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 Owner shall construct and design these services in accordance with the latest Region standards and requirements.
75. The Owner shall acknowledge and agree that financing and construction of all temporary/permanent infrastructures not covered by the Current Development Charges By-law (watermains, sanitary sewers) shall be 100% financial responsibility of the Owner. A clause shall be included in the Subdivision Agreement in respect of same.
76. Prior to servicing, the Owner's engineer shall submit all engineering drawings in the digital format to the latest Region's Digital Format Guidelines.
77. Within (60) days of preliminary acceptance of the underground services, the Owner's engineer shall submit "As Constructed" drawings in digital format, pursuant to the latest Region's Digital Format Guidelines. The Owner'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.
78. Prior to a satisfactory engineering submission, the Owner shall submit to the Region for review and approval:
  - a. A Functional Servicing Report (FSR) showing proposed watermain, sanitary and storm sewer servicing plan for the development and provision for the external lands will be required for review and approval by the Region prior to the engineering submission.

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

79. Prior to servicing, the Owner shall submit a satisfactory engineering submission to the Region to review and approval.
80. Prior to registration of the Plan of subdivision, the Owner shall ensure that:
- a. all lots and blocks are serviced via an internal road network.
- A clause shall be included in the Subdivision Agreement in respect of same.
81. The Owner shall acknowledge and agree that servicing of the subdivision will require construction of a 600mm dia. watermain on Clarkway Drive which is the financial responsibility of the Region as per Development Charges By-Law. 600mm dia. watermain is included in the Region's Five-Year Capital Budget and Forecast. The Owner shall make appropriate financial arrangement with the Region prior to construction of such works. The construction will be subject to the Region's determination that it has or will have sufficient funds to finance the works. A clause shall be included in the Subdivision Agreement in respect of same.
82. The Owner shall acknowledge and agree that individual services connection to the sanitary trunk sewer and future 600mm dia. watermain on Clarkway Drive will not be permitted. A clause shall be included in the Subdivision Agreement in respect of same.
83. Prior to servicing the Region may require the Owner to construct a sampling hydrant (at the Owners cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.
84. The Owner 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.
85. The Owner 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 Owner 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 Owner pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.
86. 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 Owner shall provide temporary water supply to the residents upon notice by the Region and the Owner 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 Owner 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 Owner 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 Owner 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.
87. The Owner shall agree that neither the Owner 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 Owner'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.

88. Prior to registration of the plan of subdivision, the Owner 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 Owner.
89. The Owner agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:
  - a. A copy of the final signed M-Plan
  - b. A copy of the final draft R-Plan(s); and
  - c. The documents required pursuant to Schedule of the Subdivision Agreement and all associated documents.

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

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

90. 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.

**COMMENTS & CONDITIONS MEMO**

**Date:** November 07, 2023

**File:** OZS-2022-0025

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

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

**Subject:** **REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT  
Proposed Draft Plan of Subdivision**  
(To permit for fifty-six (56) single detached dwellings and two (2) townhouse blocks containing approximately thirty-two (32) units.)  
Updated Conditions from the Park Planning & Development Section

**Consultant:** **CANDEVCON LTD.**

**Owner:** **CASTLECLARK DEVELOPMENTS INC.**

**Location:** 10201 Clarkway Drive  
Circulation Date: April 14, 2023  
Ward: 10

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In response to the Accela circulation of the above noted Draft Plan of Subdivision and Zoning By-law Amendment dated October 26, 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 May 11, 2023.

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Note:

Please note that the City is currently working on a condition that speaks to the rail design and construction requirements. Once finalized all applications that include the trail system will be provided with an updated memo including this condition.

**A. PRIOR TO DRAFT PLAN APPROVAL**

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

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.***

### **Prior to commencement of construction**

#### *Hoarding of Natural Features:*

2. The Owner shall erect and maintain in good condition, hoarding along the property boundary where the proposal abuts along the outer limits of the Natural Heritage System (NHS) buffers (buffers will be separated from NHS block), and along the drip line of any vegetation identified for preservation in the approved Tree Evaluation Report, to the satisfaction of the City.

#### *Notification Signage – Pathway Locations:*

3. The Owner is required to install and maintain notification signage, at the rear of approximately every three (3) lots (facing the residential lot, in accordance with City standards), advising future residents of the following:

*“Purchasers are advised that a multi-purpose path will be constructed (Specify).  
For more information, please call the City of Brampton at 311.”*

#### *Notification Signage – Public Lands:*

4. The Owner is required to install and maintain notification signage, to City standards, advising future residents of the future uses of all identified open spaces. The signs will be installed on the subject blocks, along all public road frontages, and will state the name of the City of Brampton, provide a schematic of the facilities (if any) to be included on the subject block, the telephone number where additional information can be obtained and the date the sign is installed.

### **a) Prior to Registration:**

***The following are requirements that the Owner shall be required to fulfill prior to the release of the plan for registration. \_These items will be included in the subdivision agreement.***

*Community Information Maps:*

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

*Engineering Walkways:*

6. The Owner acknowledges that adjacent development construct a standard engineered walkway Block 15 to facilitate pedestrian circulation between trail connection along the NHS(block 16) and street '6'. The Owner shall be required to convey the walkway block to the City at plan registration, at no cost to and to the satisfaction of the City. No credit for the block in question will be given against parkland dedication requirements associated with the subject plan.

*Fencing:*

7. 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:*

8. 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.
9. The Owner shall agree to provide a cash-contribution in accordance with [Council Resolution 181-2014](#) towards the long-term management of all Natural Heritage System (NHS) lands conveyed to the City. The payment shall be calculated at a rate of \$5,000 / hectare of NHS lands conveyed (per the final plan).

*Parkland Dedication:*

10. The Owner shall enter into the Master Parkland Conveyance Agreement and shall provide to the City confirmation that the Agreement has been entered into, to the satisfaction of the City.
11. 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.

**Note:** Parkland Dedication within the Block 47 Areas 1 and 2 is subject to the Parkland Conveyance Agreement, **Blocks 47-1 and 47-2, dated XXXXXX (the "Parkland Agreement")**. **Cash-in-lieu** of Parkland Dedication pertaining the subject application shall be paid to the Trustee **as defined in the Parkland Agreement, to be administered in accordance with said** Agreement.

*Plan Requirements for all Public Lands:*

12. Prior to Plan registration, the Owner shall provide within the detailed working drawings a comprehensive restoration and enhancement planting plan for all buffer areas and Natural Heritage Features, for compensation areas as recommended by the EIS
13. The Owner agrees that the proposed Walkway Block 15, which is shared between the subject plan and the adjacent plan under file 21T-21024B, shall be designed and constructed in its entirety by the adjacent development, in accordance with the approved Urban Design Brief/Community Design Guidelines. The Applicant acknowledges that the adjacent development, 21T-21024B, will prepare landscape drawings and will construct the entire park to the satisfaction of the City. The entire walkway block is to be completed within twenty-four (24) months of the registration of the adjacent development plan unless the time is extended in writing by the City.

*Signage for NHS:*

14. Prior to plan registration the Owner shall submit a comprehensive signage package for the Natural Heritage System (NHS) lands, to the satisfaction of the City.

*Streetscape Plans:*

15. 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:*

16. 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, valleylands, 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:*

17. 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. Compensation requirements shall conform to the City's Tableland Tree Assessment Guidelines.

*Tableland Vegetation:*

18. 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 – Parks, NHS, Open Space, etc.*

19. Prior to registration, the Owner shall ensure that the builder(s) include a warning clause in all Offers of Purchase and Sale for all Lots or Blocks abutting blocks designated for Natural Heritage System (NHS) open space blocks (NHS Block16 and the future blocks for buffer blocks) that state:

*“The subject blocks (Builder(s) to insert name of block(s) here) may contain active recreational facilities. Purchasers are advised that residents close to these blocks may be disturbed by users and/or facilities within the subject blocks. For more information, please call the City of Community Services Department.*

*Warning Clauses – Street Trees*

20. 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 Community Services Department.

**b) 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:*

21. All identified Natural Heritage System (NHS) lands (including associated buffers) shall be gratuitously conveyed to the City in a form and condition satisfactory to the City.

*Development of all Public Lands:*

22. The Owner is responsible for the development of all dedicated open space (e.g. 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:*

23. 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.

*Reimbursement for Creditable Work:*

24. Following completion of NHS development works, the Owner shall invoice the City for the cost of all works completed. The City will inspect the works for completion and issue payment in accordance with the approved cost estimates. Notwithstanding the date upon which works are completed, no payment shall be made to the Owner as compensation payable for the design and construction of identified works until after completion and sign off by the City and approval of the funding for such works in the City's Capital Budget.

*Note: The Owner shall be entitled to compensation for select works in accordance with the approved drawings and cost estimates and in accordance with the most recently approved Development Charge Background Study document. Where applicable, arrangements for development charge credits/compensation select works will be concluded upon in conjunction with the development of the block. The identified works shall be completed within twenty (24) months of the date of plan registration, unless an extension has been granted in writing by the City or unless a more rapid delivery of the valleyland blocks is required to service existing residents.*

*As-Built Drawings:*

25. 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 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:*

26. Prior to assumption, any material identified in the Tree Evaluation Report and Woodlot Management Plan 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 valleyland 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).***

*Parks and Open Space Naming:*

27. Names for all identified park, open space and stormwater management blocks shall be incorporated into the Recommendation Report, for Council's approval. In this regard, the following blocks have been identified and the following names are recommended:
- a) NHS Valley Block '16' and its associated buffer blocks shall be named in the later stages of the development approval process.

*Note: Park Planning & Development will identify and finalize names for the identified blocks, in conjunction with the Owner, Development Services and in accordance with the Parks and Open Space Naming Policy, prior to incorporation into the Recommendation Report.*

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:** M. Wiskel, J.K. Bajwa, P. Pushan, P. Cooper

## COMMENTS AND CONDITIONS MEMO

Transportation Development Engineering

Date: November 14, 2023  
File: **OZS-2022-0025**  
To: Arjun Singh  
From: Adam Davidson (Transportation Development Engineering)  
Subject: Requirements for Plan of Subdivision 21T-22005B  
**Maria Jones**  
**Castleclark Developments Inc**  
10201 Clarkway Drive

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### A. PRIOR TO DRAFT PLAN APPROVAL

~~Designs are to adhere to the City subdivision requirements as found within the Corporation of The City of Brampton Subdivision Design Manual. To that end, prior to draft plan approval, the applicant will be required to demonstrate that Transportation Development Engineering requirements have been achieved. In this regard, the following is a list of some of the respective design requirements that will need to be demonstrated prior to draft approval being issued.~~

- ~~1. A separate drawing is to be submitted depicting sidewalks, intersection daylighting dimensions, intersection curb radii and driveway locations. Daylighting, curb radii, and driveway locations will be required to meet the current City standards or meet other satisfactory arrangements as determined by PW&E.~~
  - ~~2. We require a 15m x 15m daylight triangle at the corner of Street 'A' and Clarkway Drive.~~
  - ~~3. Remove Lane 'A'~~
  - ~~4. Draft plan to depict the 30m right of way on Clarkway Drive and the required widening along the entire Clarkway Drive frontage (5m approximately).~~
  - ~~5. The applicant will submit fully dimensioned functional design drawings for any cul-de-sacs proposed within the subdivision, to ensure they meet all current city standards. Cul-de-Sacs are to adhere to City standard drawing #214.~~
- ~~• Further conditions to those set out in Section B below may be provided as a result of the resolution of matters identified in this Section A of the memo.~~

### B. DRAFT PLAN APPROVAL REQUIREMENTS/CONDITIONS

1. Prior to registration of the subdivision curb radii are to adhere to City standard drawing #245. Where applicable this includes laneways where the minimum allowable curb radius is 7.5 metres.
2. Prior to registration of subdivision road elbows must adhere with City standard drawing #215.
3. Prior to registration of the subdivision the applicant shall ensure that lot frontages and dwelling layouts are such that no driveway will intersect, including any portion within the road allowance.

### **C. GENERAL COMMENTS**

1. Traffic Signal Funding is yet to be determined
2. Temporary cul-de-sacs may be required. The applicant will acknowledge and provide cul-de-sacs on a temporary basis if deemed necessary by the City. The applicant may be required to obtain easements should it be necessary to locate the cul-de-sacs on adjacent lands. Further comments regarding cul-de-sacs may be forwarded during the engineering review process.
3. Staging & Sequencing yet to be determined
4. 0.3m Reserves will be required on Industrial, Commercial, Institutional, School, and High Density lots and the ends of some Cul-de-sacs.
5. The applicant is required to provide for Canada Post community mailbox locations and identify locations on a separate drawing. This may include providing lay-bys for locations at or near intersections. The city requires accommodation for Canada Post facilities on minor roads only, and not near busy intersections, in order to provide a safe environment for residents/users.
6. Driveways shall not encroach within intersection daylighting (rounded or triangles), and/or all driveway locations shall adhere to Section 10.12 of the residential zoning bylaw, which states "The minimum distance measured along a lot line between a driveway and the actual or projected point of intersection of two streets shall be 6.0 metres." Where intersection daylighting exceeds 6.0 metres, driveway locations will not be permitted to encroach within intersection daylighting.
7. Vertical curves – grade changes in excess of 2% must be designed by means of a vertical curve for the design speed specified and depicted on the first engineering drawings to the satisfaction of the commissioner of Public Works.
8. Road alignments - the horizontal and vertical alignments of all roads, including their intersection geometrics, shall be designed to the latest City standards and requirements. In this regard, minor revisions to the road pattern and intersection alignments may be required.
9. Parking supply is to be as per the City zoning requirements.
10. Prior to registration, the City, at its own discretion, may require the early dedication of all roads, or portions thereof.
11. Driveways width requirements are: 3.5m (single), 6.0m (double), 7.3m (shared).
12. Driveway minimum separation from adjacent property lines unless coupled is 0.6 metres.
13. Utility clearance of 1.5 metres from residential driveways is required.

14. Registration of the Plan will be dependant of the prior registration of the plan to the south or north for servicing and access reasons.

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

Regards,

**Adam Davidson**

Transportation Planning Technologist | Public Works | City of Brampton  
T: 437.217.6007 | F: 905-874-2599 | 1975 Williams Parkway | ON L6S 6E5



**COMMENTS AND CONDITIONS MEMO**

Date: May 9, 2024

File: OZS-2022-0025 & 21T-22005B

From: Arjun Singh

Subject: Requirements for Plan of Subdivision 21T-22005B  
Application to Amend the Zoning By-Law and Proposed Draft Plan of Subdivision

**Castleclark Developments Inc. – Candevcon Limited**

*(To permit fifty-six (56) single detached dwellings from fifty-six (56) single detached residential blocks, ten (10) single detached reserve blocks, thirty-four (34) townhouse units, from one (1) medium density residential blocks and two (2) medium density reserve blocks, a partial school block, walkway blocks, an industrial block, a natural heritage system block and two natural heritage system buffer blocks, and roads and road widening blocks to adjacent subdivisions)*

10201 Clarkway Drive

East of Clarkway Drive and North of Castlemore Road

Circulation Date: May 2024

Plan: PART OF LOT 12, CONCESSION 11 N.D.

Plan Dated: Jan 5<sup>th</sup>, 2022

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. Prior to draft plan approval, the owner shall prepare a preliminary Homebuyers Information Map of the subdivision to be posted in a prominent location in each sales office where homes in the subdivision are being sold. The map shall contain the following information and clauses as applicable:
  - a) The proposed land uses within the subdivision based on the latest draft plan.
  - b) Where applicable, a statement indicating that church and school sites may be used for residential uses if they are not acquired for their original purpose within the time period specified in the subdivision agreement.
  - c) The immediately surrounding existing and proposed land uses.
  - d) Those lots or blocks that have existing and potential noise environmental problems based on the noise feasibility study. Include all relevant warning clauses on the map.
  - e) The approximate locations of noise attenuation walls and berms;
  - f) The approximate locations and types of other fencing within the subdivision
  - g) Where parks and open space, storm water management facilities and walkways are located.
  - h) The types and locations of parks, valley lands and other open space (i.e. passive or active) and a general description of their proposed facilities and anticipated level of maintenance (to be confirmed in each case with the 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

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PUBLIC NOTIFICATION IN ACCORDANCE WITH THE PLANNING ACT”

- ii. “The map shows that there will be several types of housing in the subdivision including townhouses and apartment buildings. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”
- iii. “Sites shown on the map for future schools, apartments, townhouses, churches, shopping plazas, parks etc. could have driveways anywhere along their street frontage. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”
- iv. “Some streets in this subdivision will be extended in the future and temporary access roads will be closed. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”
- v. “There may be catch basins or utilities easements located on some lots in this subdivision. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”
- vi. “Some lots and development blocks will be affected by noise from adjacent roads, the railway, industries or aircraft and warning clauses will apply to purchasers. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”
- vii. “The map shows that some of the lots affected by noise will be fitted with noise barriers and some of the homes will be provided with central air conditioning to allow bedroom windows to be closed if necessary due to the noise. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”
- viii. “Valleys and storm water management ponds in this subdivision will be left in a natural condition with minimal maintenance and no grass cutting, only periodic removal of paper and debris. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”
- ix. “The final location of walkways in Blocks 17 may change without notice.”
- x. “Door to door mail delivery will not be provided in this subdivision and Community mailboxes will be directly beside some lots. If you have any questions, please call 1-800-267-1177.”



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- xi. "School and church sites in this subdivision may eventually be converted to residential uses and houses will be built instead. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."
  - xii. "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)."
  - xiii. "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)."
  - xiv. "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)."
  - xv. "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."
  - xvi. "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)."
  - xvii. "The City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance."
  - xviii. "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."

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- xix. “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.”
  - xx. “Gates are not permitted in fences when lots abut a valleyland, park or stormwater management block.”
  - xxi. “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.”
  - xxii. “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.”
  - xxiii. “FOR FURTHER INFORMATION, ON PROPOSED AND EXISTING LAND USE, PLEASE CALL (905) 874-2050 or EMAIL PLANNING.DEVELOPMENT@BRAMPTON.CA.”
  - xxiv. “FOR DETAILED BERMING AND GRADING INFORMATION, PLEASE CALL THE SUBDIVIDER’S ENGINEERING CONSULTANT.
  - xxv. FOR DETAILED INFORMATION PERTAINING TO STREETScape, PARKS OR OPEN SPACE, PLEASE CALL THE SUBDIVIDER’S LANDSCAPE ARCHITECTURAL CONSULTANT.”

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

- 2. 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.

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

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

### ***Zoning –Special Provisions***

1. The owner shall support an appropriate amendment to the Zoning By-law to permit the development of these lands in accordance with the draft-approved plan of subdivision including:
  - a) That the implementing Zoning By-law recognize the valley corridor and adjacent environmental buffer block in a suitable zoning category which has the effect of prohibiting development and structural encroachment and ensuring the long-term preservation of the lands in perpetuity, to the satisfaction of the TRCA.
  - b) Rear Yard Setbacks:
    - a. Use of minimum 7.5m rear yards:
      - i. Areas identified as Low Density Residential that don't meet the criteria of 'c'.
      - ii. All areas identified as Executive Residential
    - b. Use of minimum 7.0m rear yards:
      - i. Areas identified as Low/Medium Density Residential that don't meet the criteria of 'c'
      - ii. Areas identified as Low Density Residential, Low/Medium Density Residential when adjacent to a Retail, Institutional (Place of Worship, Fire station)
    - c. Use of minimum of 6.0m rear yards:
      - i. All areas identified as Low Density Residential or Low/Medium Density Residential where the rear yard is adjacent to: SWMP, Open Space, School, Park. Also, in specific cases where there is a 'pinch-point' in the rear yard which may facilitate a rear yard less than 7.0m up to a minimum of 6.0m.

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

2. 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.

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

3. Prior to registration of the plan, the owner shall prepare a detailed Final Homebuyers Information Map, based on the final M-plan, and approved by the City to replace the preliminary Homebuyers Information Map in all affected sales offices. This map shall contain the following information:
  - a) all of the information required on the preliminary map;
  - b) the locations of all sidewalks and walkways;

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- c) the locations of all rear yard catch basins and utilities easements on private property where applicable;
  - d) the locations of all above ground utilities;
  - e) the locations of all bus stops (if known); and,
  - f) the final locations of all Canada Post community mail boxes;
4. The owner shall ensure that each builder selling homes within the subdivision:
- a) provides prospective purchasers with a notice from the City in the prescribed format that includes all of the notes required on the Homebuyers Information Maps; and,
  - b) attaches a copy of the preliminary Homebuyers Information Map to each offer of purchase and sale agreement.

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

5. 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 the Development Engineering Division of the Public Works Department indicating that Block/s 15, 16, 16A shall be developed for NHS Valleyland purposes.
  - b) A statement indicating that Block 14 intended to be developed for a Public Elementary School, however, if it is not developed for school purposes this parcel of land could be developed for single detached uses. For confirmation regarding the use of Block 14 as a public elementary school and timing for construction and opening of a school please contact the Peel District School Board. For further information concerning the possibility of residential uses on this Block, please contact the City of Brampton, Development Services Division (at (905) 874-2050 or by email to [Planning.Development@brampton.ca](mailto:Planning.Development@brampton.ca)).
  - c) 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.
  - d) A statement which advises the prospective purchasers that mail delivery will be from a designated Community Mailbox.
  - e) A statement indicating that Lots 1-1B 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

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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.

- f) A statement indicating that gates are not permitted in fences when lots abut a valleyland, park or stormwater management block.
- g) 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.
- h) A statement advising prospective purchasers that Street A, Street C, Street D, Street B will be extended in the future.
- i) The following statements:
  - i. "The offer of purchase and sale may contain itemized charges for features covered in the City's subdivision agreement. These features may include street trees, driveway paving, sodding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may also be described in general terms, such as "community aesthetics enhancements". Despite paying this charge, the purchaser may be left without a tree on the lot in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."
  - ii. "The City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance."
  - 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."

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- j) 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.
  - k) 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.”
  - l) The following clause to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the plan:
    - i. “Whereas despite the best efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board’s Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine the exact schools.”

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

***Land Notices: Signage***

- 7. 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.

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- 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***

8. 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.

### ***School Site Alternate Use***

9. In the event that any block proposed for school purposes is not acquired by the Peel District School Board or The Dufferin-Peel Roman Catholic School Board, as the case may be, the block, or blocks, shall be offered to the other board of education, and if not acquired by said other board, shall be offered for sale to the City for purchase, in whole, or in part.

### ***School Site Acquisition and Cost***

10. The school board shall be offered the school site at a price that does not exceed the value of the land determined as of the day before the day of the approval of the draft plan of subdivision.

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

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11. 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 Blocks 1, 1A, 1B, 2, and 2A.

### ***Telecommunications***

12. 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.
13. 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.



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

14. Prior to registration of this plan or any phase thereof, the owner shall comply with the requirements of the approved growth management staging and sequencing plan.

***Sustainability Score and Summary***

15. N/A

***47-2 Spine Servicing Agreement***

16. Prior to the registration of the first plan of subdivision, the owner agrees to enter into the Spine Servicing Agreement for Block 47-2 sub area 3A as outlined in the approved Growth Management Staging and Sequencing Strategy prepared by Glen Schnarr & Associates Inc. dated April 2022, and shall fulfill the terms of the agreement to the satisfaction of the Commissioner of Planning, Building and Growth Management.

***Access & Site Servicing – Sale of Lots/Blocks***

17. The Owner acknowledges and agrees in the Subdivision Agreement that the registration and development of this plan is dependent on the services provided on the adjacent plans for access and servicing. The Owner agrees to: a) Not offer for sale to the public and Lots or Blocks in this plan until the owner has executed the spine servicing agreement to the satisfaction of the City.

**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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c:

Angelo Ambrico, Manager, Development Services & Design