



FILE NUMBER: A-2024-0253

The Personal Information collected on this form is collected pursuant to section 45 of the Planning Act and will be used in the processing of this application. Applicants are advised that the Committee of Adjustment is a public process and the information contained in the Committee of Adjustment files is considered public information and is available to anyone upon request. Questions about the collection of personal information should be directed to the Freedom of Information and Privacy Coordinator, City of Brampton.

**APPLICATION**  
**Minor Variance or Special Permission**  
(Please read Instructions)

**NOTE:** It is required that this application be filed with the Secretary-Treasurer of the Committee of Adjustment and be accompanied by the applicable fee.

The undersigned hereby applies to the Committee of Adjustment for the City of Brampton under section 45 of the Planning Act, 1990, for relief as described in this application from By-Law **270-2004**.

1. **Name of Owner(s)** 410@STEELES INC. THROUGH IT'S AGENT MORGUARD INVESTMENTS LTD.  
**Address** 55 CITY CENTRE DRIVE, SUITE 800  
MISSISSAUGA, ON. L5B 1M3

**Phone #** 647.723.6963 **Fax #** \_\_\_\_\_  
**Email** HBHARDWAJ@MORGUARD.COM

2. **Name of Agent** EXP SERVICES INC.  
**Address** 1595 CLARK BLVD.  
BRAMPTON, ON L6T 4V1

**Phone #** 647.204.4235 **Fax #** \_\_\_\_\_  
**Email** JOHN.SOUSA@EXP.COM

3. **Nature and extent of relief applied for (variances requested):**  
MOLOK BINS TO BE INSTALLED AND SCREENED FROM VIEW OF STEELES AVENUE  
WITH LANDSCAPE ELEMENTS.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **Why is it not possible to comply with the provisions of the by-law?**  
THE FLOOR PLAN HAS NO ROOM FOR AN INTERIOR CLIMATE CONTROLLED  
GARBAGE ROOM. INSTEAD WE ARE PROPOSING MOLOK BINS. THESE BINS ARE  
PROVEN TO MITIGATE SMELLS AND PROVIDE A CLEAN APPEARANCE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Legal Description of the subject land:**  
**Lot Number** PART OF BLOCK 3  
**Plan Number/Concession Number** REGISTERED PLAN 43M-1784  
**Municipal Address** 110 RESOLUTION DRIVE

6. **Dimension of subject land (in metric units)**  
**Frontage** +300m  
**Depth** +250m  
**Area** 24.15 ACRES

7. **Access to the subject land is by:**  
**Provincial Highway** \_\_\_\_\_ **Seasonal Road** \_\_\_\_\_  
**Municipal Road Maintained All Year** \_\_\_\_\_ **Other Public Road** \_\_\_\_\_  
**Private Right-of-Way** \_\_\_\_\_ **Water** \_\_\_\_\_

0. Particulars of all buildings and structures on or proposed for the subject land: (specify in metric units ground floor area, gross floor area, number of storeys, width, length, height, etc., where possible)

EXISTING BUILDINGS/STRUCTURES on the subject land:

THE SITE CONTAINS MULTIPLE EXISTING BUILDING. REFER TO CITY APPROVED SITE PLAN DRAWING SP100 A. CITY FILE NUMBER SP08-011.00

PROPOSED BUILDINGS/STRUCTURES on the subject land:

CFA RESTURANT AND DUAL DRIVE-THRU GFA 454.06SQ.M., 1 STOREY

1. Location of all buildings and structures on or proposed for the subject lands: (specify distance from side, rear and front lot lines in metric units)

EXISTING

Front yard setback As per SP08-011.00
Rear yard setback As per SP08-011.00
Side yard setback As per SP08-011.00
Side yard setback As per SP08-011.00

PROPOSED

Front yard setback 6m
Rear yard setback N/A
Side yard setback 6.4m
Side yard setback 101m

0. Date of Acquisition of subject land: February 25, 2021

1. Existing uses of subject property: COMMERCIAL RETAIL

2. Proposed uses of subject property: CFA RESTURANT AND DUAL DRIVE-THRU

3. Existing uses of abutting properties: COMMERCIAL RETAIL

4. Date of construction of all buildings & structures on subject land: Multiple buildings constructed between 2008 and present with varying completion dates

5. Length of time the existing uses of the subject property have been continued: 17 years and 6 months

16. (a) What water supply is existing/proposed?

Municipal Well [checked] Other (specify)

(b) What sewage disposal is/will be provided?

Municipal Septic [checked] Other (specify)

(c) What storm drainage system is existing/proposed?

Sewers [checked] Ditches Swales Other (specify)

17. Is the subject property the subject of an application under the Planning Act, for approval of a plan of subdivision or consent?

Yes No

If answer is yes, provide details: File # \_\_\_\_\_ Status \_\_\_\_\_

18. Has a pre-consultation application been filed?


Yes  No  PRE-2023-0162

19. Has the subject property of an application for minor variance? ever been the subject

Yes No  Unknown

If answer is yes, provide details:

File # \_\_\_\_\_ Decision \_\_\_\_\_ Relief \_\_\_\_\_  
File # \_\_\_\_\_ Decision \_\_\_\_\_ Relief \_\_\_\_\_  
File # \_\_\_\_\_ Decision \_\_\_\_\_ Relief \_\_\_\_\_

 Digitally signed by John Frank Sousa  
DN: C=CA, E=john.sousa@exp.com, O=exp Services Inc,  
CN=John Frank Sousa  
Location: Brampton, Ontario  
Reason: I agree to the terms defined by the placement of  
my signature on this document  
Contact info: 647-402-4235  
Date: 2024.06.25 12:22:29-04'00'

Signature of Applicant(s) or Authorized Agent

DATED AT THE \_\_\_\_\_ City \_\_\_\_\_ OF \_\_\_\_\_ Brampton \_\_\_\_\_  
THIS 25TH DAY OF JUNE, 2024.

IF THIS APPLICATION IS SIGNED BY AN AGENT, SOLICITOR OR ANY PERSON OTHER THAN THE OWNER OF THE SUBJECT LANDS, WRITTEN AUTHORIZATION OF THE OWNER MUST ACCOMPANY THE APPLICATION. IF THE APPLICANT IS A CORPORATION, THE APPLICATION SHALL BE SIGNED BY AN OFFICER OF THE CORPORATION AND THE CORPORATION'S SEAL SHALL BE AFFIXED.

I, John Sousa, OF THE Region OF Peel

IN THE City OF Brampton SOLEMNLY DECLARE THAT:


ALL OF THE ABOVE STATEMENTS ARE TRUE AND I MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY BELIEVING IT TO BE TRUE AND KNOWING THAT IT IS OF THE SAME FORCE AND EFFECT AS IF MADE UNDER OATH.

DECLARED BEFORE ME AT THE

Region OF Peel

IN THE City OF

Brampton THIS 25TH DAY OF  
JUNE, 2024.

 Digitally signed by John Frank Sousa  
DN: C=CA, E=john.sousa@exp.com, O=exp  
Services Inc, CN=John Frank Sousa  
Location: Brampton, Ontario  
Reason: I agree to the terms defined by the  
placement of my signature on this document  
Contact info: 647-402-4235  
Date: 2024.06.25 12:22:41-04'00'

Signature of Applicant or Authorized Agent



A Commissioner etc.

Alysia Manesiotis  
PARALEGAL LSO #P16524

FOR OFFICE USE ONLY

Present Official Plan Designation: \_\_\_\_\_

Present Zoning By-law Classification: \_\_\_\_\_

This application has been reviewed with respect to the variances required and the results of the said review are outlined on the attached checklist.

\_\_\_\_\_  
Zoning Officer Date

DATE RECEIVED June 28 2024

VL

**APPOINTMENT AND AUTHORIZATION OF AGENT**

To: The Secretary-Treasurer  
Committee of Adjustment  
City of Brampton  
2 Wellington Street West  
Brampton, Ontario  
L6Y 4R2

LOCATION OF THE SUBJECT LAND: 110 RESOLUTION DRIVE

I/We, 410@Steels Inc. through its agent Morguard Investments Limited  
please print/type the full name of the owner(s)

~~the undersigned, being the registered owner(s) of the subject lands, hereby authorize~~

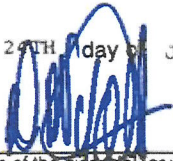
EXP SERVICES INC.

please print/type the full name of the agent(s)

to make application to the **City of Brampton Committee of Adjustment** in the matter of an application for **minor variance** with respect to the subject land.

Dated this 24<sup>TH</sup> day of JUNE

, 20<sup>24</sup>.

  
\_\_\_\_\_  
(signature of the owner(s), or where the owner is a firm or corporation, the signature of an officer of the owner.)

David Wyatt, SVP Morguard Investments Limited, Manager of 410@Steels INC.

(where the owner is a firm or corporation, please print or type the full name of the person signing.)

**NOTE: If the owner is a firm or corporation, the corporate seal shall be affixed hereto.**

**PERMISSION TO ENTER**

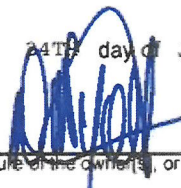
To: The Secretary-Treasurer  
Committee of Adjustment  
City of Brampton  
2 Wellington Street West  
Brampton, Ontario  
L6Y 4R2

LOCATION OF THE SUBJECT LAND: 110 RESOLUTION DRIVE

I/We, 410@Steels Inc. through its agent Morguard Investments Limited  
please print/type the full name of the owner(s)

the undersigned, being the registered owner(s) of the subject land, hereby authorize the Members of the City of Brampton Committee of Adjustment and City of Brampton staff members, to enter upon the above noted property for the purpose of conducting a site inspection with respect to the attached application for Minor Variance and/or consent.

Dated this 24<sup>TH</sup> day of JUNE, 2024.

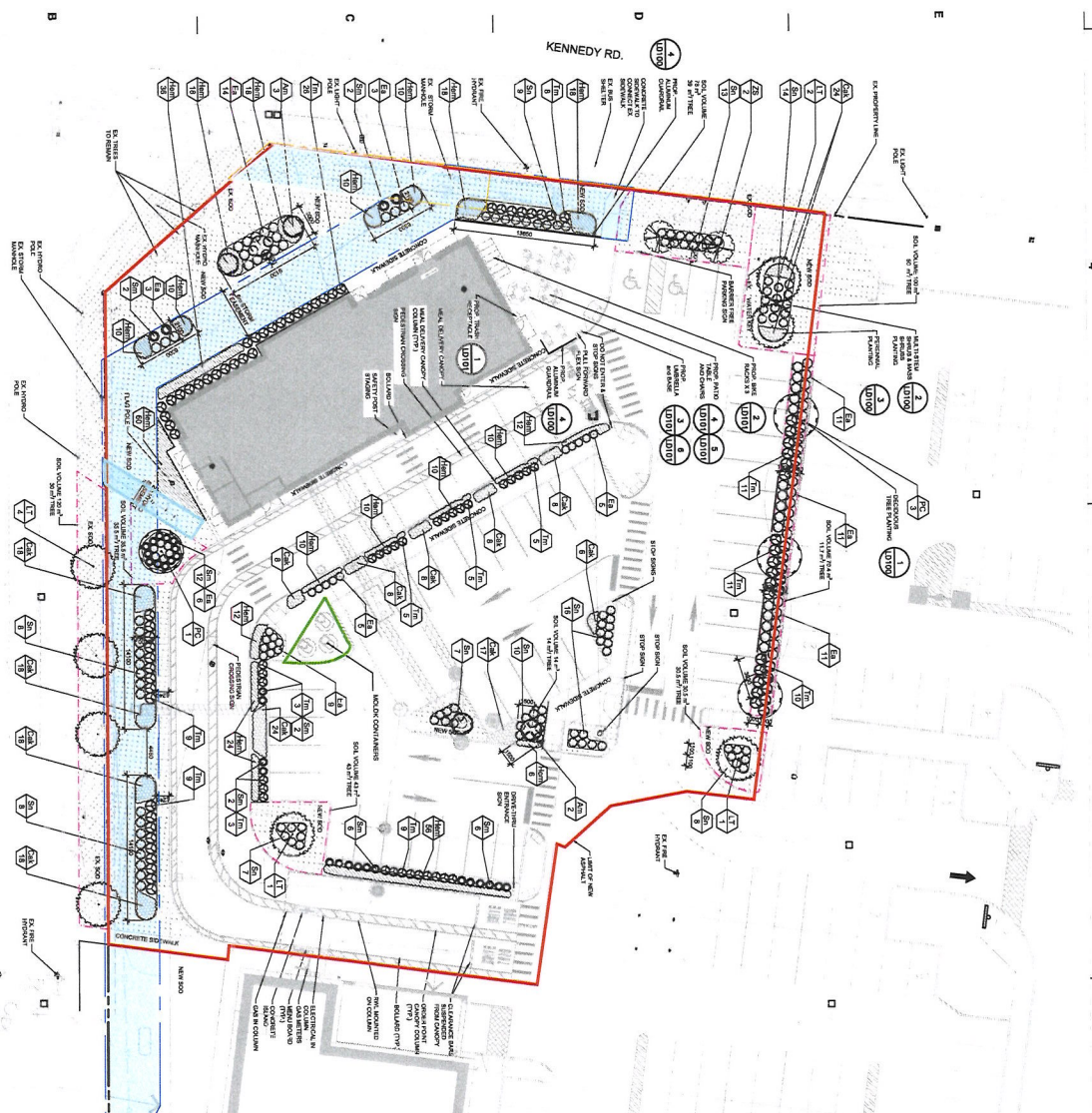
  
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(signature of the owner(s), or where the owner is a firm or corporation, the signature of an officer of the owner.)

David Wyatt, SVP Morguard Investments Limited, Manager of 410@Steels INC.

\_\_\_\_\_  
(where the owner is a firm or corporation, please print or type the full name of the person signing.)

*NOTE: If the owner is a firm or corporation, the corporate seal shall be affixed hereto.*

**NO DISCUSSION SHALL TAKE PLACE BETWEEN THE COMMITTEE MEMBERS AND THE APPLICANT DURING THE SITE INSPECTION**



**1 LANDSCAPE PLAN**  
SCALE

**CITY OF BRAMPTON STANDARD SITE PLAN LANDSCAPE NOTES**

1. THE CONTRACTOR MUST NOTIFY THE PUBLIC WORKS AND ENGINEERING DEPARTMENT OF THE CITY OF BRAMPTON PRIOR TO COMMENCEMENT OF ANY PLANTING.
2. THE LOCATIONS OF ALL TREES ON STREET FRONTAGES MUST BE APPROVED BY THE PUBLIC WORKS AND ENGINEERING DEPARTMENT OF THE CITY OF BRAMPTON PRIOR TO THEIR REMOVAL.
3. THE OWNER IS REQUIRED, UPON COMPLETION OF ALL LANDSCAPE WORKS, TO SUBMIT AN AS-BUILT DRAWING TO THE CITY OF BRAMPTON FOR REVIEW AND APPROVAL. THIS DRAWING MUST SHOW THE EXACT LOCATION AND SPECIES OF ALL TREES PLANTED AND THE LOCATION AND SPECIES OF ALL TREES REMOVED. THE DRAWING MUST ALSO BE SIGNED AND SEALED BY A REGISTERED LANDSCAPE ARCHITECT.
4. ALL LANDSCAPE WORKS WILL BE GUARANTEED FOR ONE YEAR FOLLOWING COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE WORKS FOR THE DURATION OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY TREES THAT DIE OR ARE DAMAGED DURING THE GUARANTEE PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY TREES THAT DIE OR ARE DAMAGED DURING THE GUARANTEE PERIOD.
5. SPECIFICATIONS, DRAWINGS OR PLANS ON THE PUBLIC BOULEVARD IS TO BE REVIEWED/INSTALLED AT THE OWNER'S EXPENSE.
6. ANY CHAIN LINK FENCING AND COMPONENTS THAT ARE INSTALLED SUBSEQUENT TO SITE PLAN APPROVAL SHALL BE REMOVED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY CHAIN LINK FENCING AND COMPONENTS THAT ARE INSTALLED SUBSEQUENT TO SITE PLAN APPROVAL.
7. ANY CHAIN LINK FENCING AND COMPONENTS THAT ARE INSTALLED SUBSEQUENT TO SITE PLAN APPROVAL SHALL BE REMOVED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY CHAIN LINK FENCING AND COMPONENTS THAT ARE INSTALLED SUBSEQUENT TO SITE PLAN APPROVAL.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND SERVICES PRIOR TO THE COMMENCEMENT OF ANY PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND SERVICES PRIOR TO THE COMMENCEMENT OF ANY PLANTING.
9. ALL TREES TO BE REMOVED AT THE CONCLUSION OF THE WARRANTY PERIOD.
10. ANY PLANT MATERIALS TO BE INSTALLED AT THE CONCLUSION OF THE WARRANTY PERIOD SHALL BE SCHEDULED AND DELIVERED TO THE SITE PRIOR TO THE COMMENCEMENT OF ANY PLANTING.
11. ALL SOILS ARE SUBJECT TO THE PROVISIONS OF THE SOIL BANK LAW.

1 : 200

**PLANTING NOTES**

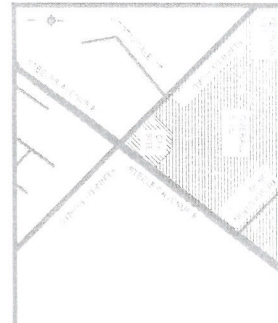
1. ANY EXISTING TREES, LARGE TREES, OR TREES TO BE PROTECTED FROM CONSTRUCTION DAMAGE MUST BE IDENTIFIED AND PROTECTED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND TREES TO BE PROTECTED FROM CONSTRUCTION DAMAGE.
2. TREES TO BE REMOVED SEPARATELY FROM OTHERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TREES TO BE REMOVED SEPARATELY FROM OTHERS.
3. PLANT MATERIALS SPECIFIED FOR THIS PROJECT MUST CONFORM TO THE CANADIAN HARBURY TRADE STANDARD (CTS) AND BE DELIVERED TO THE SITE PRIOR TO THE COMMENCEMENT OF ANY PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DELIVERY OF ALL PLANT MATERIALS TO THE SITE.
4. PLANT MATERIALS COLLECTED FROM WILD SOURCES WILL NOT BE ACCEPTED FOR INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DELIVERY OF ALL PLANT MATERIALS TO THE SITE.
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7. PLANTING SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL PLANTING WITHIN THE SPECIFIED TIME FRAME.
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**SODDING NOTES:**

1. SODDING SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL SODDING WITHIN THE SPECIFIED TIME FRAME.
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**PLANT SCHEDULE**

Plant ID	Plant Qty	Botanical Name	Common Name	Calc. (mm)	HT (mm)	Root	Note
1	1	Quercus alba	White Oak	70	70	W/B	
2	1	Prunella serotina	Black Cherry	70	70	W/B	
3	1	Quercus macrocarpa	Large Leafed Oak	70	70	W/B	
4	1	Prunella serotina	Black Cherry	70	70	W/B	
5	1	Quercus macrocarpa	Large Leafed Oak	70	70	W/B	
6	1	Prunella serotina	Black Cherry	70	70	W/B	
7	1	Quercus macrocarpa	Large Leafed Oak	70	70	W/B	
8	1	Prunella serotina	Black Cherry	70	70	W/B	
9	1	Quercus macrocarpa	Large Leafed Oak	70	70	W/B	
10	1	Prunella serotina	Black Cherry	70	70	W/B	
11	1	Quercus macrocarpa	Large Leafed Oak	70	70	W/B	
12	1	Prunella serotina	Black Cherry	70	70	W/B	
13	1	Quercus macrocarpa	Large Leafed Oak	70	70	W/B	
14	1	Prunella serotina	Black Cherry	70	70	W/B	



- LEGEND**
- Tree Symbol: TREE
  - Shrub Symbol: SHRUB
  - Sodding Symbol: SODDING
  - Easement Symbol: EASEMENTS
- EASEMENTS**
- 1. EASEMENT FOR THE INSTALLATION OF UTILITY LINES
  - 2. EASEMENT FOR THE INSTALLATION OF UTILITY LINES
  - 3. EASEMENT FOR THE INSTALLATION OF UTILITY LINES
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  - 14. EASEMENT FOR THE INSTALLATION OF UTILITY LINES

**Issued for Information**

CONTRACT NO. PRE-2024-016  
PROJECT NO. 2024-016-01  
PROJECT TITLE: PRELIMINARY  
DATE: MARCH 2024  
DRAWN BY: L.Z.  
LANDSCAPE PLAN  
SHEET NUMBER: L100

**CHICK-FIL-A**  
**BRAMPTON**  
KENNEDY RD. S &  
STEELES AVE. E  
Brampton, Ontario  
FSR#30058  
BUILDING TYPE: RETAIL  
REUSE: XXXXXXXX



**Chick-fil-A**  
5200 Burlington Road  
Atlanta, Georgia 30349-2998



# Zoning Non-compliance Checklist

File No. A-2024- <i>D253</i>
---------------------------------

Applicant: 410 @ Steeles Inc/Morguard Investments Ltd.  
 Address: 110 Resolution Drive  
 Zoning: MBU section 3456  
 By-law 270-2004, as amended

Category	Proposal	By-law Requirement	Section #
USE			
LOT DIMENSIONS AREA / DEPTH / WIDTH			
BUILDING SETBACKS FRONT/ SIDE / REAR			
WASTE	To allow molok bins to be used for restaurant waste.	Whereas the by-law requires an interior climate controlled garbage room in each building.	3456.2
SIDE DOOR			
COVERAGE			
PARKING			
DRIVEWAY			
ACCESSORY STRUCTURE			
ACCESSORY STRUCTURE SIZE / HEIGHT			
MULTIPLE ACCESSORY STRUCTURES			
DRIVEWAY WIDTH			
LANDSCAPE OPEN SPACE			
SCHEDULE 'C'			
FENCE HEIGHT			

Rose Bruno  
 Reviewed by Zoning

June 26, 2024  
 Date

