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# DRAFT CONDITONS OF APPROVAL

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

**DRAFT APPROVAL****DATE:** (Day After Last Day for Filing an Appeal if No Appeal has been Filed)**APPLICANT:** Blackthorn Development Corp. c/o Maurizio Rogato**SUBJECT:** Draft Plan of Subdivision  
9874 The Gore Road  
Subdivision File: 21T-23004B  
City of Brampton File: OZS-2023-0017  
City of Brampton Planner: François Hémon-Morneau

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

**Approved Plan and Redlines**

1. The final plan shall conform to the draft plan prepared by Blackthorn Development Corp. dated December 6, 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.

### **Studies**

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

### **Staging**

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

### **Drawings**

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

### **Servicing**

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

**Cost-share Agreement**

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

**School Boards**

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

**Dufferin-Peel Catholic District School Board**

18. The owner shall agree in the subdivision agreement to erect signs at all major entrances to the proposed development advising of the following:

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

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

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

"Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school."

"That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board."

**Peel District School Board**

20. The owner shall undertake the following to the satisfaction of the Peel District School Board:
  - a) to erect and maintain signs to the satisfaction of the Peel District School Board at the entrances to the subdivision which shall advise prospective purchasers that due to present school facilities, some of the children from the subdivision may have to be

accommodated in temporary facilities or bused to schools according to the Board's Transportation Policy.

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

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

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

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

### **Canada Post**

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

22. Consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
23. Confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
24. Install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
25. Agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
26. Communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.

27. Prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the City of Brampton.
28. Include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.
29. Be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.

### **Enbridge Gas Distribution**

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

30. Contact Enbridge Gas Distribution's Customer Connections Department by emailing [SalesArea20@enbridge.com](mailto:SalesArea20@enbridge.com) for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
31. Agree that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.
32. Agree that any easement(s) that are required to service this development and any future adjacent developments will be provided to Enbridge Gas Distribution at no cost.
33. That the Owner shall ensure to grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.

### **Rogers Telecommunications**

Prior to registration of the subdivision, the owner shall:

34. 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.
35. 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.

36. 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.
37. 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:

38. acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
39. shall agree that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost. Upon receipt of this comment letter, the Owner is to provide Bell Canada with servicing plans/CUP at their earliest convenience to [circulations@bell.ca](mailto:circulations@bell.ca) to confirm the provision of communication/telecommunication infrastructure needed to service the development.

### **Alectra Utilities**

Prior to the registration of the subdivision:

40. The Owner 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/find-form?parent=9> (under Construction Services).
41. The Owner's electrical consultant shall provide load calculations / requirements for this development.
42. The Owner shall confirm with Alectra Utilities (Brampton Hydro) Subdivisions Department for the availability of adjacent plant capable of servicing this site and to discuss the electrical service installation requirements and schedule.
43. The Owner shall be responsible for the costs of the relocation of existing plant to accommodate the new road(s).
44. The Owner's electrical consultant shall contact Alectra Utilities Subdivisions Department



to discuss placement of switchgear(s) and/or transformer(s) requiring adequate space for safe installation and operation.

45. The Owner shall be responsible for the costs of the relocation of existing plant to accommodate the new road(s).
46. The Owner's electrical consultant shall 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.
47. The Owner shall enter into a servicing agreement (offer-to-connect) and will be responsible for the cost-sharing as detailed in the offer-to-connect.
48. 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.
49. For new developments with townhouses, the installation of electrical distribution system (EDS) shall only commence after the foundation of the townhouses had been erected.

## **Hydro/Telecommunications**

50. 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**

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

51. Prior to registration of the subdivision, the Developer shall execute a Subdivision Agreement with the local municipality and Region for the construction of municipal sanitary sewer, water and regional roads associated with the lands. The Developer shall construct and design these services in accordance with the latest Regions standards and requirements.
52. Prior to execution of the Subdivision Agreement by the Region, the Developer shall:
  - a) Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Developer's knowledge at the time of the submission and to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan; and

- b) Pay to the Region the appropriate hard service residential development charges (water, wastewater and road service components), pursuant to the Region's Development Charges By-law, as amended from time to time, calculated based on the information provided in the Residential Development Charges Payment Form. If it is determined that there is an underpayment of hard service residential development charges, the Developer shall be responsible for payment thereof forthwith upon request.
53. Provision shall be made in the Subdivision Agreement with respect to:
- a) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and
  - b) Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable prior to the issuance of building permits; and, pursuant to the Region's Development Charges By-law, as amended from time to time.
54. Provision shall be made in the Subdivision Agreement with respect to water meter fees:
- a) Prior to registration of the plan of subdivision, the Developer shall pay to the Region the appropriate water meter fees, in accordance with the Region's Fees By-law, as amended from time to time for residential building lots (singles, semi-detached and freehold townhomes) to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan for the Lands;
  - b) Water meter fees for future residential development (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable to the Region prior to issuance of building permits, in accordance with the Region's Fees By-law, as amended from time to time; and
  - c) A clause shall be included in the Subdivision Agreement that in the event of an underpayment of water meter fees, the Developer shall be responsible for payment thereof forthwith upon request.
55. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree to pay all engineering, administrative and other applicable fees pursuant to Region's latest User Fee By-law, as amended from time to time.
56. Prior to a satisfactory engineering submission, the Developer shall submit to the Region for review and approval:
- a) A Functional Servicing Report (FSR) showing the proposed watermain, sanitary and storm sewer servicing plan for the development and provision for the external lands.
  - b) Storm Drainage Study report to determine and demonstrate, to the satisfaction of the Region, that there is no adverse effect of the proposal on the existing structures and drainage along Regional Road.
  - c) A Noise Abatement Report for lots adjacent to the Regional Road.
  - d) A Traffic Impact Study detailing the impact on the Regional road network and identifying any mitigation measures.

- e) A Hydrogeological Investigation, updated Stormwater Management Report and supporting plans and materials, including a review of the groundwater conditions and stormwater design including the foundation drain collection system, proposed infiltration chambers and the foundation sump pumps to ensure that the overall stormwater design meets the Regional policies, standards and guidelines. The Developer shall carry out all recommendations of the reports and plans to the satisfaction of the Region.

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

57. Prior to servicing, the Developer shall submit a satisfactory engineering submission to the Region for review and approval and shall submit all engineering drawings in the digital format in accordance with the latest Region's Digital Format Guidelines.
58. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that the Developer's representative, engineering consultant, contractor and sub contractor are responsible to ensure that their design, construction practices and material specifications conform to the latest Region of Peel, Design, Standards, Specifications and Procedures, posted on the Region of Peel's website
59. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that satisfactory arrangements are to be made with the Region with respect to construction and looping of watermains within and outside the limits of the subdivision. The works are at the sole financial responsibility of the Developer. The Developer is responsible to ensure that their design, materials and construction practices conform to the latest Region's standards, specifications, materials and design criteria.
60. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that location and off-sets for the Region's infrastructure such as watermains and sanitary sewers must be acceptable to the Region.
61. Provision shall be made in the Subdivision Agreement that the Developer 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 at the sole risk and sole financial responsibility of the Developer.
62. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that it shall assume full responsibility for any Claims related to any impact on the affected neighbouring properties, their servicing or otherwise, related to the proposed works for the development. Prior to the construction commencement of the proposed works for the development, the Developer shall conduct a Pre-Construction Survey of the neighbouring lands within the zone of influence at the developer's cost and shall provide to the Region upon request, the final report and all background material relating thereto. The Developer shall assume all costs and

- expenses relating to the resolution of any such Claims.
63. Provision shall be made in the Subdivision Agreement that the Developer acknowledges the Region's commitment to the provision of safe drinking water in Peel and to provide reliable delivery of wastewater services, including protection of the environment. The Developer shall confirm its familiarity with the Region's Drinking Water Quality Management System (QMS) and Wastewater Integrated Management System (IMS), which requires that drinking water and municipal wastewater meet all applicable legislative and regulatory requirements and that the QMS/IMS be continually maintained and improved.
  64. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge that the Region's drinking water systems are governed by Province of Ontario legislation, and that every person authorized to carry out work on any aspect of the Region's drinking water system, including construction, extension, system modification, and operation, must be familiar with the Safe Drinking Water Act, 2002, applicable regulations, and the Drinking Water Works Permit and the Municipal Drinking Water License issued to the Region by the Ministry of the Environment, Conservation and Parks (MECP). The design and construction of any aspect of the drinking water system shall be conducted in compliance with the conditions of the Drinking Water Works Permit and the Region's Design, Standards Specification, and Procedures.
  65. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge that Region's wastewater systems are governed by Province of Ontario legislation, and every person authorized to carry out work, including construction, extension, system modification, and operation of any aspect of the Region's wastewater system, must be familiar with the Environmental Protection Act, Ontario Water Resources Act and applicable regulations, including the Environmental Compliance Approval (ECA) issued to the Region by the MECP for wastewater infrastructure within the subdivision, and any required reporting and notification. The design and construction of any aspect of the wastewater system shall be conducted in compliance with the conditions of the ECA and the Region's Design, Standards Specification, and Procedures.
  66. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that the Region may require the Developer to construct one or more water sampling stations at the Developer's sole cost within the plan of subdivision. The location of and the requirement for a water sampling station will be determined at the engineering review stage.
  67. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge that prior to the issuance of preliminary acceptance, the Developer shall review the Drinking Water QMS, available on the Region's website at <https://www.peelregion.ca/construction/> including sections on compliance with applicable legislation, and confirm its familiarity of the same.
  68. The Developer shall 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, under direction from the Region, the Developer shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Developer pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.

69. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that if the development does not proceed to construction phase within one calendar year from the date of issuing pre-servicing approval for the development, the former approval is voided. The Developer is required to resubmit a pre-servicing engineering submission for Region's review and approval. Required fees will be reassessed as per current Fees By-law and new approval letter will be issued.
70. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge that they will be solely responsible for all utility locates of infrastructure works servicing the subdivision from the time of their installation until final assumption of the subdivision.
71. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that prior to the issuance of building permits for all Lots and Blocks within the Plan that will be developed in the future, satisfactory arrangements must be made with the Region with regard to water and sanitary sewer servicing applications and payments of the required connection charges.
72. The Developer shall acknowledge that the Developer has full responsibility to ensure compliance with the Environmental Protection Act (EPA) and all other legislative requirements including Ontario Regulation (O.Reg.) 406/19- Onsite and Excess Soil Management. The Developer shall be familiar with and meet the objectives of O.Reg. 406/19 for all work completed. A Clause shall be included in the Subdivision Agreement in respect of same.
73. The Developer shall agree that neither Developer nor any Builder will apply for building permits for any lots or blocks within the plan of subdivision until the Region's Public Works Department has issued Preliminary Acceptance and provided notice to the local municipality stating that the sanitary sewers and watermains, including fire protection, have been completed to the Region's satisfaction. The Developer's Consulting Engineer shall certify in writing that the sanitary sewers and watermains 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.
74. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that:
  - a) It shall maintain all Regional underground and aboveground works for a period of two (2) years from the date of Preliminary Acceptance by the Region. All Regional works

- must be constructed and approved prior to any maintenance period commencing;
- b) Prior to the end of the maintenance period, the Owner's Engineer consultant shall confirm in writing that the works meet all Regional standards and specifications and are ready for final acceptance;
  - c) Should the Region be involved in any re-inspection or maintenance works, the rates charged by the Region will be as set out in accordance with the latest requirements of the Region's Design, Standards, Specifications and Procedures.
75. Provision shall be made in the Subdivision Agreement that the Developer acknowledges and agrees that if the development is delayed where the Developer does not proceed with the planned development within one calendar year from the preliminary acceptance of the watermain(s), the Region may require that the watermain(s) at a location approved by the Region be cut and capped at the cost of the Developer. Recommissioning of the watermain(s), as required by legislation, will be at the cost of the Developer.
76. Within (60) days of preliminary acceptance of the underground services, the Developer's engineer shall submit "As Constructed" drawings in digital format, pursuant to the latest Region's Digital Format Guidelines. The Developer's engineer shall also provide ties to all main line valves, ties to individual water service boxes, linear ties to sanitary sewer services and GPS coordinates of all watermain and sanitary sewer appurtenances in accordance with the latest requirements of the Region "Development Procedure Manual". A clause shall be included in the Subdivision Agreement in respect of same.
77. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that municipal sanitary sewers and watermains shall be assumed by the Region after the maintenance period is complete, a final acceptance inspection is conducted, and all deficiencies are rectified by the Developer at its sole expense, to the satisfaction of the Region. After fulfilling all its required obligations by the Developer, the Region will clear the requirements and conditions for assuming the Works. The Final Assumption by the Region will occur at the same time as the Assumption By-law is enacted by City Council.
78. Provision will be required in the Subdivision Agreement for the following clauses in respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;
- a) Until the issuance of Final Acceptance, a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be \$20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Developer shall provide temporary water supply to the residents upon notice by the Region and the Developer shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the

- problem, the Developer shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service connection from the watermain to the dwelling unit.
- b) The Developer shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:
- i. Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:
    1. Bacteriological Analysis - Total coliform and E-coli counts
    2. Chemical Analysis - Nitrate Test
    3. Water level measurement below existing grade
  - ii. In the event that the test results are not within the Ontario Drinking Water Standards, the Developer shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.
  - iii. Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.
79. The Developer agrees that the Region shall hold back a portion of the Letter of Credit to cover the costs of services completed by the Region on a time and material basis pursuant to the current Region's User Fee By-Law. A clause shall be included in the Subdivision Agreement in respect of same.
80. The Developer acknowledges and agrees that the Region shall hold back a portion on the Letter of Credit until the "as-constructed" drawings have been received in accordance with the requirements specified in the Region's, Public Works Design, Specifications & Procedures Manual.
81. The Developer shall acknowledge and agree that if the construction of any internal works advance prior to the completion of any external works to service the Lands, the Developer is doing so completely at their sole risk. A clause shall be included in the Subdivision Agreement.
82. The Developer shall include warning clauses in any agreement of purchase and sale advising prospective purchasers of Peel's access requirements for the maintenance, operation, replacement, and repair of its infrastructure as follows:
- a) The owner/purchaser is advised that a water shut-off valve is located on the lot adjacent to the street. The owner/purchaser shall not block the shut-off valve and shall keep the area free and clear of buildings, structures, stairs, retaining walls, landscaping, etc. which may impede the use of the shut-off valve. For more information on the location of the water shut-off valve, please contact the Region of Peel, Public Works Department.

- b) Should Peel undertake any maintenance, replacement, or repair of its infrastructure, including water shut off valves, main line valve boxes and hydrant, and water and sanitary sewer pipes, Peel will restore the disturbed area, which includes the public right of way and private-side, with grass in soft landscape areas and asphalt in hard landscape areas. Should the purchaser/homeowner choose to utilize other more costly soft or hard landscaping, the purchaser/homeowner will be responsible for the restoration of the disturbed area to the original condition at the purchaser/homeowner's expense. For further clarity, Peel will not be responsible for any restoration costs of disturbed areas above that of grass and/or asphalt upon completion of infrastructure works.

These clauses shall be inserted into any succeeding lease, sublease or sales agreement, and shall be binding not only on the purchaser but also their respective successors and assigns.

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

83. Provision shall be made in the Subdivision Agreement that the Developer shall acknowledge and agree that if the subdivision is developed in stages, the Developer shall submit a payment of a non-refundable staging fee to the Region pursuant to the Region's Fees By-law, as amended from time to time.
84. As a condition of registration of the plan of subdivision or any phase thereof, the Developer shall gratuitously dedicate, free and clear of all encumbrances and to the satisfaction of the Region:
- a) A road widening pursuant to the Region's Official Plan along Regional Road #8 (The Gore Road). The Region's Official Plan road widening right-of-way requirement for The Gore Road within 245 metres of an intersection to protect for the provision of, but not limited to: utilities, sidewalks, multi-use pathways and transit bay/shelters is 50.5 metres for a single left-turn lane intersection configuration (25.25 metres from the centreline);
  - b) A 0.3 metre reserve along the frontage of The Gore Road behind the property line and daylight triangle, except at any approved access point; and,
  - c) A 15 metre x 15 metre daylight triangle at the intersection of The Gore Road and Fitzpatrick Drive.

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

85. The Developer shall gratuitously transfer to the Region, free and clear of all encumbrances and contamination, and to the satisfaction of the Region:
- a) All necessary easements for proposed and existing Regional infrastructure as required by the Region to service the proposed plan and external lands.

All costs associated with easements dedication shall be the sole responsibility of the Developer. Clauses shall be included in the Subdivision Agreement in respect of same.

86. Provision shall be made in the Subdivision Agreement that the Developer acknowledges and agrees that:
- a) No lots or blocks shall have direct access to The Gore Road;
  - b) Prior to registration of the Plan of Subdivision, the Developer shall remove any existing driveway/accesses along the frontages of The Gore Road that do not conform to the approved plans at its sole costs;
  - c) Landscaping, signs, fences, gateway features, and any other encroachments will not be permitted within the Region's easements and right-of-way limits;
  - d) Cranes will not be permitted to swing over a Regional Road unless a crane swing license has been granted;
  - e) The Region's storm sewers are designed to convey run-offs from the right-of-way of Regional roads only. Under no circumstance shall the flow of stormwater from the Plan be diverted to or along The Gore Road's right-of-way (by pipe or channel). All costs associated with the storm sewer conveyance shall be 100% the responsibility of the Developer.
  - f) The existing water service and sanitary service that will not be utilized as part of the Plan must be properly abandoned at the sole cost and expense of the Developer;
  - g) Any road access/improvement works as identified in the Traffic Impact Study, including design and construction costs, shall be 100% the Developer's responsibility.
87. Provision shall be made in the Subdivision Agreement that the Developer acknowledges and agrees that the location, design and implementation of the construction access for the subdivision work must be acceptable to the Region and interim road works may be required to that effect. All costs associated with the construction access works to facilitate the development shall be 100% borne by the Owner. A Letter of Credit for 100% of the estimated cost of construction access works shall be required by the Region prior to any approvals.
88. Prior to any grading, servicing and construction, the Developer shall obtain from the Region's Public Works Department a road occupancy/construction access permit for all works within the Region's road right-of-way and obtains such permit at least 48 hours prior to the commencement of work. Additional documentation, fees and securities shall be required with respect to the works for which the permit was obtained. All costs associated with the road works within the Region's right-of-way shall be borne entirely by the Developer. A clause shall be included in the Subdivision Agreement in respect of same.
89. Prior to registration of the Plan of subdivision, the Developer shall submit draft reference plan(s) for the Region's review and approval prior to such plans being deposited. All costs associated with preparation and depositing of the plans and transfer of lands shall be at the sole expense of the Developer.
90. The Developer agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division:
- a) A copy of the final signed M-Plan

- b) A copy of the final draft R-Plan(s); and
- c) Easement and conveyance documents required pursuant to the Subdivision Agreement and required by the registration of this plan.

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

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

91. 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

**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.



## COMMENTS AND CONDITIONS MEMO

Date: June 5, 2025

File: OZS-2023-0017 - 21T- 23004B

From: Nitika Jagtiani

Subject: Requirements for Plan of Subdivision  
Proposed Draft Plan of Subdivision  
**Blackthorn Development Corp. c/o 13743446 Canada Inc.**  
*(To permit a residential development consisting of 5 blocks of townhomes and 4 single-detached dwellings totaling 31 units)*  
9874 The Gore Rd.  
West side of The Gore Road and North Side of Fitzpatrick Drive.  
Ward: 8

Circulation Date: June 29<sup>th</sup>, 2023

Plan: Part of Lot 24, Registered Plan 999

Plan Dated: December 6<sup>th</sup>, 2024 (rev.)

Comment Revision #: 1st

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

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

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:

PUBLIC NOTIFICATION IN ACCORDANCE WITH THE PLANNING ACT"

- ii. "The map shows that there will be conventional townhouse units and dual frontage townhouse units within this plan of subdivision. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca)."

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

- iii. “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).”
- iv. “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).”
- v. “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).”
- vi. “The final location of walkways may change without notice. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”
- vii. “The development will be subject to an application for Site Plan Approval. Site details may change without notice. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”
- viii. “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.”
- ix. “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).”
- x. “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).”

- xi. “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).”
- xii. “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.”
- xiii. “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).”
- xiv. “The City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance.’
- xv. “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.”
- xvi. “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.”
- xvii. “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.”
- xviii. “FOR FURTHER INFORMATION, ON PROPOSED AND EXISTING LAND USE, PLEASE CALL (905) 874-2050 or EMAIL [PLANNING.DEVELOPMENT@BRAMPTON.CA](mailto:PLANNING.DEVELOPMENT@BRAMPTON.CA).”

- xix. “FOR DETAILED BERMING AND GRADING INFORMATION, PLEASE CALL THE SUBDIVIDER’S ENGINEERING CONSULTANT.
- xx. FOR DETAILED INFORMATION PERTAINING TO STREETScape, PARKS OR OPEN SPACE, PLEASE CALL THE SUBDIVIDER’S LANDSCAPE ARCHITECTURAL CONSULTANT.”

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

- 1. N/A

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

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

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

***Final Homebuyers Information Map***

- 1. Prior to registration of the plan, the 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;
  - 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;
- 2. 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***

3. 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:

“Purchasers are advised that residents close to the amenity area may be disturbed by noise and night lighting. For more information, please call the Development Engineering Division of the Public Works Department, at (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”

- a) A statement to the satisfaction of Brampton Transit that the City reserves the right to introduce transit services and facilities such as bus stops, shelters, pads, benches and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage.
- b) A statement which advises the prospective purchasers that mail delivery will be from a designated Community Mailbox.
- c) A statement indicating that some of the units may have a noise attenuation fence and/or berm located inside the lot line within the side and/or rear yard.
- d) A statement indicating that the City of Brampton’s Zoning By-law regulates the width of driveways and that owners not widen their driveway before inquiring about the permitted driveway width for the lot.
- e) The following statements:
  - i. “The offer of purchase and sale may contain itemized charges for features covered in the City’s subdivision agreement. These features may include street trees, driveway paving, sodding, fencing, noise barriers, or gateway features, etc., on the public right-of-way. They may also be described in general terms, such as “community aesthetics enhancements”. Despite paying this charge, the purchaser may be left without a tree on the lot in question. The City does not encourage this type of extra billing and has no control over vendors charging for street trees. If you have any questions, please call (905) 874-2050 or email [planning.development@brampton.ca](mailto:planning.development@brampton.ca).”

- ii. "The City will not reimburse purchasers, nor assist in any recovery of moneys paid, under any circumstance."
  - 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."
- f) A statement indicating that subject property will be subject to a future application for Site Plan Approval. The site design and building elevations may change without further notice.
- g) The following clauses to the satisfaction of the Dufferin-Peel Catholic District School Board, until the permanent school for the area has been completed:
- i. "Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school."
  - ii. "That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board."
- h) The following clause to the satisfaction of the Peel District School Board for a period of five (5) years from the date of registration of the plan:
- i. "Whereas despite the best efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are

hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine the exact schools."

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

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

5. 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.

### ***Telecommunications***

6. 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.

7. Prior to commencing any work within the plan, the owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the owner is hereby advised that they may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the owner elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the owner shall be required to demonstrate to the telecommunication provider that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services.

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

8. N/A

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

9. The applicant has completed a Sustainability Assessment for the proposal and has provided a summary to measure the sustainability of the development proposal. The proposal achieves an overall sustainability score of 32 points, which satisfies the City's Bronze Threshold for sustainability assessment. The applicant will need to demonstrate through a future application for Site Plan Approval that the minimum standards for sustainable assessment are maintained. Staff will continue to work with the applicant to identify opportunities to further improve the sustainability score of the proposed development.

#### **C.POST REGISTRATION:**

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

Nil

#### **D. 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.***

- 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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François Hémon-Morneau  
Development Planner  
Planning & Development Services  
[Francois.HemonMorneau@brampton.ca](mailto:Francois.HemonMorneau@brampton.ca)

**COMMENTS AND CONDITIONS MEMO**

Date: June 6, 2025  
File: **(OZS-2023-0017 and 21T- 23004B)**  
To: François Hémon-Morneau  
From: Olti Mertiri  
Subject: **Requirements for Plan of Subdivision 21T-23004B**  
Owner Name: 13743446 Canada Inc.  
Location: 9874 The Gore Road  
Circulation Date: May 2025  
Plan: Draft Plan of Subdivision  
Plan Dated: December 6, 2024

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

**A. PRIOR TO DRAFT PLAN APPROVAL**

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

- The following studies shall be approved in support of servicing for this development.
  1. ~~Functional Servicing Report (FSR)~~ – Cleared by Environmental Engineering
  2. ~~Feasibility Noise Report~~ – Cleared by Development Engineering
  3. ~~Phase 1 Environmental Site Assessment (Phase 1 ESA) and Phase 2 Environmental Site Assessment (Phase 2 ESA) if required.~~ – Added Condition # 8

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

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

### **1. Environmental Engineering**

#### **1.1. Acoustic**

The Owner agrees that the following noise control requirements shall be processed, approved and implemented through the site plan approval process for the Block within this plan of subdivision:

- (i) Prior to the registration the site plan agreement and prior to the Owner entering into any Purchase and Sale Agreements, the Owner shall submit a final Noise Impact Study (the "Noise Impact Study") to the satisfaction of the City and Region. The Noise Impact Study shall address methods of dealing with acoustical aspects evolving from all noise sources. The Noise Impact Study should also detail the type of noise attenuation to be implemented for all noise sources. A copy of the Noise Impact Study shall be provided to the City's Chief Building Official.
- (ii) the noise control measures, and noise warnings recommended by the Noise Impact Study for each of the future site plans shall be implemented to the satisfaction of the City and the Region;
- (iii) the Owner shall prepare a Noise Attenuation Statement, a copy of which shall be provided to the City's Chief Building Official

#### **1.2. Environmental**

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

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

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

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

2.1. N/A

### **3. Financial Impact**

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

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

**4. Sidewalks**

4.1. N/A

**5. Land Dedications and Easements**

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

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

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

**7. Warning Clauses**

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

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

**8. Soil**

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

## **C. GENERAL ENGINEERING REQUIREMENTS**

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

### **1. Subdivision Agreement**

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

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

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

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

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

### **3. Storm Drainage**

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

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

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

**4. Sanitary and Water Service**

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

**5. Soil Conditions**

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

**6. Streetlighting**

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

**7. Signs**

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

**8. Utilities**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13. Acoustical**

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

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

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

### **15. Preservicing**

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

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

Regards,



Olti Mertiri, P.Eng.  
Supervisor, Development Approvals  
Engineering Division  
Planning, Building and Growth Management  
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Cc: Accela  
Frank Mazzotta (Manager, Development Engineering)

**COMMENTS AND CONDITIONS MEMO**

Date: June 3, 2025

**File: OZS-2023-0017 and 21T-23004B**

To: Francois Hemon-Morneau

From: Anthony Magnone

Subject: Requirements for  
**13743446 Canada Inc.**  
**9874 The Gore Road**

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

**A. PRIOR TO DRAFT PLAN APPROVAL**

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

Not Applicable

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

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

Not Applicable

**C. GENERAL COMMENTS**

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

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

### **Building Removal**

Prior to registration **or site plan approval**, the applicant shall remove any existing buildings on the site.

### **Exposed Basements**

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

### **Fire Break Lots**

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

### **Foundations**

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

### **Noise Abatement**

**Prior to registration**, site plan approval, and prior to the applicant entering into any purchase and sale agreements, the applicant shall engage the services of a qualified acoustical consultant to complete a noise study recommending noise control measures satisfactory to the City (and Region of Peel when requested by the Region). A copy of this report shall be provided to the City's Chief Building Official.

The noise control measures and noise warnings recommended by the acoustical report shall be implemented to the satisfaction of the City of Brampton. (and Region of Peel as required )

**Prior to registration** and site plan approval the applicant shall prepare a Noise Attenuation Statement, a copy of which shall be provided to the City's Chief Building Official.

**Prior to the issuance of any building permits**, the applicant shall provide the City's Chief Building Official with a certificate certifying that the builder's plans for

each dwelling unit to be constructed on the plan shows all of the noise attenuation works required by the approved acoustical report and the approved plans.

### **Municipal Addressing**

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

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

In support of having building permits issued in an expedited manner, please provide the anticipated Production Builder names and allotments believed to be submitting building permit applications to construct residential dwellings within this subdivision development.

The Builder information can be emailed directly to [documentservicesbldg@brampton.ca](mailto:documentservicesbldg@brampton.ca) titled "**Production Builder Information for Proposed Residential Plans of Subdivision; 21T-\_\_\_\_\_B**", referencing the 21T plan number.

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



Anthony D. Magnone  
Manager, Standards and Training  
Tel: (905) 874-2415 Fax: (905) 874-2499  
[anthony.magnone@brampton.ca](mailto:anthony.magnone@brampton.ca)

## COMMENTS AND CONDITIONS MEMO

Transportation Development Engineering

Date: June 03, 2025  
File: **OZS-2023-0017** and 21T-23004B  
To: Francois Hemon-Morneau  
From: Scott McIntyre (Transportation Development Engineering)  
Subject: Requirements for Plan of Subdivision 21T-23004B  
Description – Draft Plan of Subdivision  
**Applicant Name BlackThorn Corporation**  
**Developer Name 13743446 Canada Inc.**  
Location – 9874 The Gore Road

Circulation Date: Jan 07, 2025  
Plan: R1 Concept Plan  
Plan Dated: Dec 18, 2024  
Comment Revision #: **#1**

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

1. Prior to Draft Plan approvals, all street names must be finalized and depicted on the Draft Plan.
2. The following studies shall obtain approval status, where applicable:
  - a. Traffic Impact Study (TIS). **Not cleared until confirmation that the Region has approved the TIS - June 03, 2025, SM**
3. 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.
4. Driveways are to measure a minimum 6.0 metre length between the property line and the garage, and/or between the garage and the private sidewalk, or travel portion of the private right-of-way.
5. Where the Region provides curbside collection of garbage and household waste and where Region of Peel waste & recycling bins are not permitted to be stored outside, the Region requires the submission of a waste management plan of the interior of garages in accordance with their Waste Collection Design Standards Manual, prior to registration. The developer/applicant is required to provide a minimum 3.75 sq. metre area in the garage for storage of carts.
  - a. The developer/applicant is required to provide a plan for a minimum 3.75 sq. metre area in the backyard, or side-yard for storage of carts when the garage is

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not used for this purpose. The applicant is to provide garage drawings confirming the functionality of garages while accommodating these waste & recycle bins.

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

1. For dwellings that are 6.0 metres or less in width, the interior space of a garage shall have a rectangular area not less than 2.9 metres by 6.1 metres with no more than two-step encroachment length wise and a one step encroachment width wise.
2. For dwellings that are greater than 6.0 metres in width, the interior space of a garage shall have a rectangular area not less than 3.1 metres by 6.1 metres with no more than two-step encroachment length wise and a one step encroachment width wise.
3. Driveway minimum width requirements are: 3.5m (single), 6.0m (double), 7.3m (shared).
4. Utility clearance of 1.5 metres from residential driveways is required.
5. Driveway minimum separation from adjacent property lines unless coupled is 0.6 metres.
6. Where no residential parking, or limited residential parking is being proposed/provided, the owner shall provide a clause in the condominium or rental agreement stating that “No residential parking is provided on-site and that residential parking either on-street or at public facilities is subject to current city by-laws and policies”.

**C. GENERAL COMMENTS**

1. Parking supply is to be as per the City zoning requirements.

**COMMENTS & CONDITIONS MEMO**

**Date:** January 22, 2025

**File:** OZS-2023-0017

**To:** F. Hemon-Morneau, Development Services Division

**From:** R. Nair, Parks Planning Group

**Subject:** **REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT**  
**Proposed Draft Plan of Subdivision**  
(To permit six (6) blocks of freehold townhomes, totaling thirty-six (36) townhouse residential dwellings.)

Updated Conditions from the Park Planning & Development Section

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

**Owner:** **13743446 CANADA INC.**

**Location:** 9874 The Gore Road  
Circulation Date: January 7, 2025  
Ward: 8

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In response to the 1<sup>st</sup> Revision (R1) Accela circulation of the above noted Draft Plan of Subdivision dated January 7, 2025, the following represents an updated summation of conditions from the **Planning and Delivery Section** and general comments from the **Parks Planning Group**. The **Open Space Group** may also provide their own general comments through the Accela workflow.

This Memo replaces the previous Comments & Conditions Memo dated October 13, 2023.

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**A. PRIOR TO DRAFT PLAN APPROVAL**

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

1. *NIL*

**CONDITIONS OF DRAFT PLAN APPROVAL**

*The Owner is required to address the following prior to the identified milestone, in accordance with City standards, and to the satisfaction of the City. These items will be included in the subdivision agreement.*

a) **Prior to commencement of construction**

2. NIL

b) **Prior to Registration:**

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

*Fencing:*

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

*Maintenance Fees:*

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

*Parkland Dedication:*

5. Any submitted appraisals or amendments thereto shall be in accordance with City standards, and shall be to the satisfaction of the City's Realty Services Section.
6. 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.

*Plan Requirements for all Public Lands:*

7. Prior to plan registration, the Owner shall provide detailed working drawings for all identified streetscape planting, walkways and fencing to the satisfaction of the

applicable approving departments and in accordance with the latest City standards. Fencing shall be included along holdout properties where they abut the plan, subject to the approval of the existing property owners. The Owner shall comply with both the facility fit/concept plan approved prior to draft plan approval and/or the recommendations of the approved Design Brief.

*Streetscape Plans:*

8. 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:*

9. 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 open space, 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:*

10. 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:*

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

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

*Warning Clauses – Street Trees*

12. 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.

**c) Post Registration:**

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

*Streetscape Implementation:*

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

*As-Built Drawings:*

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

**d.) Prior to Assumption:**

*Hazard Removal:*

15. Prior to assumption, any material identified in the Tree Evaluation Report as hazardous, or identified for removal for accessibility or safety reasons, and any deleterious materials and debris not normally found in the property area as determined by the City, shall be removed at the Owner’s expense.

**B. GENERAL COMMENTS**

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

16. NIL

If you have any questions or require further clarification with respect to the updated Parks Planning Group comments, please contact the undersigned.

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Ritika Nair  
Parks Planner, Parks Planning Group  
Parks Maintenance & Forestry Division  
Community Services Department  
[ritika.nair@brampton.ca](mailto:ritika.nair@brampton.ca)

**CC:** *J.K. Bajwa, G. Serravite*