



Agenda  
City Council

The Corporation of the City of Brampton

**Date:** June 16, 2021  
**Time:** 9:30 a.m.  
**Location:** Council Chambers - 4th Floor, City Hall - Webex Electronic Meeting  
**Members:** Mayor Patrick Brown  
Regional Councillor R. Santos  
Regional Councillor P. Vicente  
Regional Councillor M. Palleschi  
Regional Councillor M. Medeiros  
Regional Councillor P. Fortini  
Regional Councillor G. Dhillon  
City Councillor D. Whillans  
City Councillor J. Bowman  
City Councillor C. Williams  
City Councillor H. Singh

**NOTICE:** In consideration of the current COVID-19 public health orders prohibiting large public gatherings and requiring physical distancing, in-person attendance at Council and Committee meetings will be limited to Members of Council and essential City staff. Public attendance at meetings is currently restricted. It is strongly recommended that all persons continue to observe meetings online or participate remotely.

For inquiries about this agenda, or to make arrangements for accessibility accommodations for persons attending (some advance notice may be required), please contact: Terri Brenton, Legislative Coordinator, Telephone 905.874.2106, TTY 905.874.2130 or e-mail [cityclerksoffice@brampton.ca](mailto:cityclerksoffice@brampton.ca)

Note: Meeting information is also available in alternate formats upon request.

---

1. **Call to Order**

Note: The City Clerk will conduct a roll call at the start of the meeting.

2. **Approval of Agenda**

3. **Declarations of Interest under the Municipal Conflict of Interest Act**

4. **Adoption of the Minutes**

4.1. Minutes – City Council – Regular Meeting – June 2, 2021

Note: To be distributed prior to the meeting

5. **Consent Motion**

In keeping with Council Resolution C019-2021, agenda items will no longer be pre-marked for Consent Motion approval. The Meeting Chair will review the relevant agenda items during this section of the meeting to allow Members to identify agenda items for debate and consideration, with the balance to be approved as part of the Consent Motion given the items are generally deemed to be routine and non-controversial.

6. **Announcements (2 minutes maximum)**

6.1. Proclamations:

a) National Indigenous Peoples Day – June 21, 2021

b) National Day of Remembrance for Victims of Terrorism – June 23, 2021

c) Brain Injury Awareness Month – June 2021

d) Scleroderma Awareness Month – June 2021

e) Pollinator Week – June 21-27, 2021

f) World Sickle Cell Day – June 19, 2021

**7. Public Delegations and Staff Presentations (5 minutes maximum)**

**7.1. Delegations from Ryerson University, re: Item 13.3 - Discussion Item at the Request of Regional Councillor Palleschi, re: Indigenous Reconciliation – Discussion and Status of City Action:**

1. Joanne Dallaire, Task Force Co-chair; Elder (Ke Shay Hayo) and Senior Advisor – Indigenous Relations and Reconciliation for Ryerson University; Chair of Ryerson's Aboriginal Education Council; and Co-chair of the Truth and Reconciliation directive.
2. Catherine Ellis, Task Force Co-chair, Chair and Associate Professor, Department of History, Ryerson University; Elected member of Ryerson University's Board of Governors; Catherine earned her DPhil in Modern History from the University of Oxford and previously held research and teaching appointments at Dalhousie University, the University of Victoria and the University of Lethbridge.
3. Dr. Denise O'Neil Green, Vice-President, Equity and Community Inclusion and an Associate Professor in the School of Child and Youth Care in the Faculty of Community Services.
4. Jennifer Grass, Assistant Vice President, University Relations for Ryerson University

**8. Government Relations Matters**

**8.1. Update re: Government Relations Matters**

Note: To be distributed prior to the meeting

**9. Reports from the Head of Council**

**9.1. Update from Mayor Brown re: COVID-19 Emergency**

**10. Reports from Corporate Officials**

**10.1. Office of the Chief Administrative Officer**

**10.2. Legislative Services Operating**

**10.2.1. Staff Report re: Civil Marriage Officiant Designates – Update**

See By-law 131-2021

*Recommendation*

- 10.3. Corporate Support Services
- 10.4. Planning and Economic Development
- 10.4.1. Staff Report re: Application to Amend the Zoning By-law Nyx Capital Corp. – Nyx Henderson Ltd. – 12 Henderson Avenue – Ward 3 (File OZS-2020-0031)
- To remove a Holding (H) provision to allow for the development of 250 dwelling units
- See By-law 132-2021
- Recommendation*
- 10.5. Community Services
- 10.6. Public Works
- 10.6.1. Staff Report re: Subdivision Release and Assumption – Registered Plan 43M-1944 – Jasmine Falls Estates Inc. and Bramchin Developments Limited – South of Queen Street and West of Chinguacousy Road – Ward 4 (Planning References: C03W05.013 and 21T-05042B)
- See By-law 133-2021
- Recommendation*
- 10.6.2. Staff Report re: Subdivision Release and Assumption – Registered Plan 43M-1975 – Sundial Homes (Castlemore) Limited – West of Goreway Drive and South of Countryside Drive – Ward 10 (Planning References: C07E15.009 and 21T-05041B)
- See By-law 134-2021
- Recommendation*
- 10.6.3. Subdivision Release and Assumption – Registered Plan 43M-1779 – Georgian Riverview Inc. – West of The Gore Road and North of Cottrelle Boulevard – Ward 8 (Planning References: C09E08.007, C09E08.017, 21T-99011B and 21T-99014B)
- See By-law 135-2021
- Recommendation*
- 10.6.4. Cost Share and Lease Agreements between the City of Brampton and the Regional Municipality of Peel to Construct a Joint Use Facility



Fire Station 214 and Peel Regional Paramedic Service Satellite Station at 917 & 927 Bovaird Drive West – Ward 5

*Recommendation*

10.7. Brampton Transit

10.8. Fire and Emergency Services

**11. Reports from Accountability Officers**

11.1. Report from Muneeza Sheikh, Integrity Commissioner, City of Brampton, re: Integrity Commissioner Report 2021-02

**12. Committee Reports**

12.1. Minutes – Planning and Development Committee – June 7, 2021

Chair: Regional Councillor Medeiros

*To be approved*

12.2. Summary of Recommendations – Committee of Council – June 9, 2021

Meeting Chairs:

City Councillor Bowman, Legislative Services Section

Regional Councillor Vicente, Economic Development Section

City Councillor Singh, Corporate Services Section

Regional Councillor Vicente, Public Works and Engineering Section

Regional Councillor Santos, Community Services Section

*To be approved*

Note: The minutes will be provided for receipt at the Council Meeting of July 7, 2021.

**13. Unfinished Business**

13.1. Staff Report re: Council Intimation of Purchasing Contract Extensions and Renewals (\$200,000 or greater, or if equal or greater value than the original contract) (RM 74/2020)

Note: Referred from the Committee of Council Meeting of June 9, 2021, pursuant to Recommendation CW310-2021, as follows:

**CW310-2021**

That the report titled: **Report on Council Intimation of Purchasing Contract Extensions and Renewals (\$200,000 or greater, or if equal or greater value than the original contract)** (RM 74/2020), to the Committee of Council Meeting of June 9, 2021, be referred to the June 16, 2021 Council Meeting.

*To be received*

- 13.2. Staff Report re: 2018 - 2020 Public Sector Salary Disclosure: Management Salaries

Note: Referred from the Committee of Council Meeting of June 9, 2021, pursuant to Recommendation CW315-2021, as follows:

**CW315-2021**

That the report titled: **2018 - 2020 Public Sector Salary Disclosure: Management Salaries**, to the Committee of Council Meeting of June 9, 2021, be referred to the June 16, 2021 Council meeting.

*To be received*

- 13.3. Discussion Item at the Request of Regional Councillor Palleschi, re: Indigenous Reconciliation – Discussion and Status of City Actions

Note: This item is listed pursuant to Committee of Council Recommendation CW316-2021 from June 9, 2021, as follows:

**CW316-2021**

That staff be requested to report to Council on June 16, 2021, with an inventory of City use of the name “Ryerson” in university references on City assets, for possible consideration for removal or changes; and

That the University representative(s) be requested to respond by Correspondence or Delegation to Council to the June 16, 2021 meeting.

See Item 7.1

- 13.4. Staff Report re: Budget Amendment and Request to Begin Procurement - Supply and Delivery of One (1) Fully Electric Powered Fire Truck

Note: Referred from the Committee of Council Meeting of June 9, 2021, pursuant to Recommendation CW328-2021, as follows:

**CW328-2021**

That the report titled: **Budget Amendment and Request to Begin Procurement - Supply and Delivery of One (1) Fully Electric Powered Fire Truck**, to the Committee of Council Meeting of June 9, 2021, be referred to the June 16, 2021 Council meeting, and staff be requested to provide a verbal update on sustainability implications of the marginal cost increase from this procurement.

*Recommendation*

**14. Correspondence**

- 14.1. Correspondence from Kevin Freeman, Director of Planning & Development, Kaneff Group of Companies, dated June 7, 2021, re: Item 12.1 – Planning and Development Committee Recommendation PDC078-2021 – June 7, 2021

Application to Amend the Official Plan, Zoning By-law and Proposed Draft Plan of Subdivision – Korsiak Urban Planning – Jim and Luisa Mocon – 1879 Queen Street West – Ward 4 (File OZS-2020-0036)

- 14.2. Correspondence from Mansoor Ameersulthan, Brampton resident, dated June 9, 2021, re: Item 12.1 – Planning and Development Committee Recommendation PDC080-2021 – June 7, 2021

Application to Amend the Zoning By-law and Proposed Draft Plan of Subdivision – Dbrand Investments Corp. – Candevcon Ltd. – 11772 McLaughlin Road – Ward 6 (File OZS-2021-0005)

- 14.3. Correspondence from Mark Symington, Brampton resident, dated June 10, 2021, re: Item 12.1 – Planning and Development Committee Recommendation PDC076-2021 – June 7, 2021

Application to Amend the Zoning By-law – Sukhman Raj – Corbett Land Strategies Inc. – 58 Jessie Street West – Ward 3 (File OZS-2021-0006)

- 14.4. Correspondence from John Frim, Treasurer, Professor's Lake Residents Association, dated June 10, 2021, re: Phragmites in Professor's Lake

- 14.5. Correspondence from the Ontario Superior Court of Justice Divisional Court, dated June 11, 2021, re: Dhillon v. The Corporation of the City of Brampton

**15. Notices of Motion**

- 15.1. Notice of Motion – Equity Principles in the City's Recruitment, Hiring and Promotion of Staff

Moved by: City Councillor Charmaine Williams  
Seconded by: Mayor Patrick Brown

Whereas Brampton is the 2nd fastest growing city in Canada, with the 4th largest labour force in Ontario

Whereas Brampton is truly a mosaic with 73.31 percent of its population being culturally diverse

Whereas Brampton is represented by a young, diverse workforce, representing 234 cultures and speaking 115 languages, making Brampton a unique location in comparison to neighbouring cities for talent acquisition and employment

Whereas the City of Brampton completed an equity audit that was adopted by Council in January of 2020

Whereas the CCDI report in Section 2.2 recommends that the Corporation begins conducting employee surveys and full workplace censuses with a Diversity Equity and Inclusion framework in 2021

Whereas according to the Ontario Human Rights Commission (OHRC) the collection and analysis of data that identifies people on the basis of race, ethnicity, disability, gender, sexual orientation and other Ontario Human Rights Code (Code) grounds is allowed and is supported by Canada's human rights legislative framework

Whereas the \*Ontario Human Rights Commission recommends the collection of data to attract new demographic markets and to promote an inclusive and equitable work culture to effectively thrive in an increasingly globalized, competitive business environment; to meet requirements of federal employment equity legislation and to respond to persistent allegations of systemic barriers and public perceptions of discrimination

Whereas the Corporation has not collected data to provide Council with the demographic make-up of its employees nor has the Corporation leveraged our current MeOnline system to measure and assess whether equity goals and recommendations adopted in the January 2020 CCDI report have been met by the senior leaders in the Corporation

Therefore be it resolved that the Corporation reaffirm its commitment to confronting systemic discrimination and racism specifically Anti-Black and Anti-Indigenous and Anti-Asian racism.

That the Corporation of Brampton reaffirm its commitment to reflect, and adhere to equity principles in its recruitment, hiring and promotion of staff.

That the City of Brampton follow the 2021 timeline and conduct an equity audit through the collection, use and analysis of data that includes but is not limited to race, gender-identity, ethnicity, faith, and other data sets that will allow the Corporation to identify gaps and inequities amongst departments, positions and pay grades.

That this equity audit of the corporation be completed by the 4th quarter of 2021, and reported to Council at its completion.

That upon completion of the equity audit, HR in collaboration with the Equity Office, report to Council on the identified gaps and areas of concern in the audit's findings, and subsequent strategies to address these concerns, including an outline of accountability measures for senior leaders in every operating division of the Corporation where a concern has been identified.

That HR work with its partners to develop the capability for the MeOnline system to capture demographic data (race, gender-identity, ethnicity, family status, disability, according to the OHRC), as well as professional data (professional development opportunities, mobility, qualifications, training, etc.). This data should be readily accessible, with the ability for informational reports to be easily created and analyzed annually.

That HR works with the Communications department to develop an internal communications strategy with incentives to encourage staff at all levels of employment to participate in audits, surveys and censuses, as well as to regularly update their MeOnline profile on a go forward basis as recommended in 2.1.1 of the CCDI report

And further HR to begin, effective immediately, a strategy for new recruits to self identify their race, ethnicity and gender-identity and any other applicable data sets at the time of application for employment with the City of Brampton.

\* Count me in! Collecting human rights-based data Report Ontario Human Rights Commission

## **16. Other Business/New Business**

### **16.1. Referred Matters List**

Note: In accordance with the Procedure By-law and Council Resolution, the Referred Matters List will be published quarterly on a meeting agenda for reference and consideration. A copy of the current Referred Matters List for Council and its committees, including original and updated reporting dates, is publicly available on the City's website.

### **16.2. Discussion Item at the Request of Mayor Brown re: City Participation in BlackNorth Initiative**

### **16.3. Discussion Item at the Request of Mayor Brown re. Commemorating the Ciasullo Family Tragedy**

### **16.4. Discussion Item at the Request of Councillor Medeiros re: Global City Alliance Program**

**17. Public Question Period**

**15 Minute Limit (regarding any decision made at this meeting)**

During the meeting, the public may submit questions regarding decisions made at the meeting via email to the City Clerk at [cityclerksoffice@brampton.ca](mailto:cityclerksoffice@brampton.ca), to be introduced during the Public Question Period section of the meeting.

**18. By-laws**

- 18.1. By-law 131-2021 – To amend By-law 241-2019 – to authorize civil marriage solemnization services and to appoint civil marriage officiants

See Item 10.2.1

- 18.2. By-law 132-2021 – To amend Zoning By-law 270-2004, as amended – Nyx Capital Corp. – Nyx Henderson Ltd. – 12 Henderson Avenue – Ward 3 (File OZS-2020-0031)

See Item 10.4.1

- 18.3. By-law 133-2021 – To accept and assume works in Registered Plan 43M-1944 – Jasmine Falls Estates Inc. and Branchin Developments Limited – south of Queen Street and west of Chinguacousy Road – Ward 4 (Planning References: C03W05.013 and 21T-05042B)

See Item 10.6.1

- 18.4. By-law 134-2021 – To accept and assume works in Registered Plan 43M-1975 – Sundial Homes (Castlemore) Limited – west of Goreway Drive and south of Countryside Drive – Ward 10 (Planning References: C07E15.009 and 21T-05041B)

See Item 10.6.2

- 18.5. By-law 135-2021 – To accept and assume works in Registered Plan 43M-1779 – Georgian Riverview Inc. – west of The Gore Road and north of Cottrelle Boulevard – Ward 8 (Planning References: C09E08.007, C09E08.017 and 21T-99011B & 21T-99014B)

See Item 10.6.3

- 18.6. By-law 136-2021 – To amend Zoning By-law 270-2004, as amended – Firth Avenue Development Group Inc. – D.J.K. Land Use Planning – 83 Wilson Avenue, 14 and

16 Centre Street North – Ward 1 (File OZS-2020-0025)

See Item 12.1 – Planning and Development Committee Recommendation PDC085-2021 – June 7, 2021

- 18.7. By-law 137-2021 – To adopt Amendment Number OP 2006-197 to the Official Plan of the City of Brampton Planning Area

City-initiated Official Plan Amendment – Toronto Gore Density Policy Review Study – Ward 10

See Item 12.1 – Planning and Development Committee Recommendation PDC087-2021 – June 7, 2021

- 18.8. By-law 138-2021 – To amend Zoning By-law 270-2004, as amended – Gagnon Walker Domes Professional Planners – RG Consulting Inc. & Creditview Holdings Inc. – 9401 Creditview Road – Ward 5 (File OZS-2020-0007)

See Item 12.1 – Planning and Development Committee Recommendation PDC088-2021 – June 7, 2021

- 18.9. By-law 139-2021 – To amend Zoning By-law 270-2004, as amended – KLM Planning Partners Inc. – i2 Developments (Brampton) Inc. – 225 Malta Avenue – Ward 4 (File OZS-2020-0028)

See Item 12.1 – Planning and Development Committee Recommendation PDC089-2021 – June 7, 2021

- 18.10. By-law 140-2021 – To amend Mandatory Face Coverings By-law 135-2020, as amended

See Item 12.2 – Committee of Council Recommendation CW305-2021 – June 9, 2021

- 18.11. By-law 141-2021 – To appoint municipal by-law enforcement officers and to repeal By-law 125-2021

- 18.12. By-law 142-2021 – To prevent the application of part lot control to part of Registered Plan 43M-2043 – north of Wanless Drive and East of Mississauga Road – Ward 6 (PLC-2021-0019)

- 18.13. By-law 143-2021 – To prevent the application of part lot control to part of Registered Plan 43M-2088 – north of Embleton Road and east of Heritage

Road – Ward 6 (PLC-2021-0020)

- 18.14. By-law 144-2021 – To prevent the application of part lot control to part of Registered Plan 43M-2097 – Ward 6 (PLC-2021-0021)

south of Embleton Road and east of Heritage Road

**19. Closed Session**

Note: A separate package regarding this agenda item is provided to Members of Council and senior staff only.

- 19.1. Closed Session Minutes - City Council - June 2, 2021

- 19.2. Closed Session Minutes - Committee of Council - June 9, 2021

- 19.3. Open Meeting exception under Section 239 (2) (f) of the Municipal Act, 2001:

Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

- 19.4. Open Meeting exception under Section 239 (2) (c) and (k) of the Municipal Act, 2001:

A proposed or pending acquisition or disposition of land by the municipality or local board; and, a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

- 19.5. Open Meeting exception under Section 239 (2) (k) of the Municipal Act, 2001:

A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

**20. Confirming By-law**

- 20.1. By-law \_\_\_\_-2021 – To confirm the proceedings of Council at it Regular Meeting held on June 16, 2021

**21. Adjournment**

**Next Meetings:**



Wednesday, July 7, 2021 – 9:30 a.m. (tentative)

Wednesday, August 11, 2021 – 9:30 a.m. (tentative)

Wednesday, September 15, 2021 – 9:30 a.m.

**Date:** 2021-05-13

**Subject:** **Civil Marriage Officiant Designates - Update**

**Contact:** **Laurie Robinson, Business Coordinator, City Clerk's Office**

**Report Number:** Legislative Services-2021-620

**Recommendations:**

1. That the report titled **Civil Marriage Officiant Designates – Update**, to the City Council Meeting of June 16, 2021, be received; and
2. That the additional persons listed in Appendix 1 to this report be appointed as civil marriage officiants on behalf of the City of Brampton, as designates of the City Clerk, and that the Ontario Registrar General (ORG) be notified of the specific designates listed in Appendix 1 to be removed as civil marriage officiants; and
3. That By-law 241-2019 be amended to appoint the persons listed in Appendix 1 as civil marriage officiants on behalf of the City of Brampton.

**Overview:**

- The *Marriage Act* empowers the City Clerk (or the Clerk's designate) to solemnize civil marriage ceremonies.
- Civil ceremonies are distinguished from religious ceremonies in that there is no reference made to God or a Supreme Being and there is no religious connotation to the ceremony.
- On July 8, 2015, City Council endorsed the provision of civil marriage solemnization services through the City Clerk's Office.

**Background:**

On July 8, 2015, City Council endorsed the provision of civil marriage solemnization services through the City Clerk's Office, under confirming By-law 160-2015. Following

is a current list of designates of the City Clerk appointed as civil marriage officiants on behalf of the City of Brampton:

- a. Janice Adshead
- b. Jacqueline Bouchard
- c. David DeForest
- d. Wendy Goss
- e. Charlotte Gravlev
- f. Shawnica Hans
- g. Joan LeFeuvre
- h. Theresa Mendler
- i. Teresa Olsen
- j. Laurie Robinson

**Current Situation:**

The Office of the Registrar General (ORG) requires a Council Resolution confirming appointments as civil marriage officiants by the City Clerk. The ORG also requires notification when a designate has been removed from the list of civil marriage officiants acting on behalf of the City of Brampton

Housekeeping changes are required to add persons appointed by the City Clerk to act as civil marriage officiants, as well as remove certain designates as civil marriage officiants for the City of Brampton.

Appendix 1 lists the persons to be appointed by the City Clerk to act as civil marriage officiants, and lists designates to be removed as civil officiants with notification provided to the ORG.

**Corporate Implications:**

Financial Implications:

There are no financial implications resulting from this report.

Other Implications:

There are no other implications resulting from this report.

**Term of Council Priorities:**

This report achieves the Term of Council priority of a Well-run City by continuing to enhance a service that meets the demands of the residents and others doing business within the City of Brampton.

**Conclusion:**

Offering civil marriage ceremonies meets customer demands and contributes to customer service excellence. Having an updated roster of civil officiants available will continue to meet demands for civil marriage ceremonies.

Authored by:

Reviewed by:

---

Laurie Robinson,  
Business Coordinator, City Clerk's Office

---

Peter Fay,  
City Clerk

Approved by:

Submitted by:

---

Paul Morrison,  
Acting Commissioner, Legislative  
Services

---

David Barrick,  
Chief Administrative Officer

**Attachments:**

Appendix 1 – List of Additional Persons to be Appointed and Civil Marriage Officiants  
and Designates to be Removed as Civil Marriage Officiants

## **Appendix 1**

### **List of Additional Persons to be Appointed and Civil Marriage Officiants and Designates to be Removed as Civil Marriage Officiants.**

Additional persons to be appointed as civil marriage officiants on behalf of the City of Brampton, as designates of the City Clerk:

- a. Oluwatosin (Tosin) Adeyemi
- b. Valerie Hagelaar
- c. Jibira Rajadurai

The following designates are to be removed as civil marriage officiants, with the Ontario Registrar General being notified accordingly:

- a. David DeForest
- b. Wendy Goss
- c. Joan LeFeuvre
- c. Theresa Mendler
- d. Teresa Olsen

**Date:** 2021-05-28

**File:** OZS-2020-0031

**Subject: RECOMMENDATION REPORT**  
Application to Amend the Zoning By-law  
(To remove a Holding (H) provision to allow for the development of 250 dwelling units)  
**Nyx Capital Corp. – Nyx Henderson Ltd.**  
12 Henderson Avenue  
Ward: 3

**Contact:** Kelly Henderson, Development Planner, Development Services, 905-874-2619, [Kelly.Henderson@Brampton.ca](mailto:Kelly.Henderson@Brampton.ca); and David VanderBerg, Manager, Development Services, 905-874-2325, [David.VanderBerg@Brampton.ca](mailto:David.VanderBerg@Brampton.ca)

**Report Number:** Planning, Bld & Ec Dev-2021-611

**Recommendations:**

1. **THAT** the report titled: **Recommendation Report**, Application to Amend the Zoning By-law, **Nyx Capital – Nyx Henderson Ltd.**, 12 Henderson Ave., Ward 3 (File: OZS-2020-0031 and Planning, Bld & Ec Dev-2021-611), dated May 28<sup>th</sup>, 2021, to the Council Meeting dated June 16<sup>th</sup>, 2021 be received; and,
2. **THAT** a By-law attached hereto as Appendix 3 be passed to amend the Comprehensive Zoning By-law 270-2004, as amended.

**Overview:**

- This report forwards an amending Zoning By-law to Council to lift a “Holding” symbol to allow for the development of 250 dwelling units.
- Council passed a Zoning By-law Amendment (file: C01W05.044) on September 30<sup>th</sup>, 2020 to permit the development of the lands at 12 Henderson Avenue for a 13-storey residential building and 7 blocks of stacked back-to-back townhouses. The overall development

**contains 402 dwelling units. This application was approved with a Holding Symbol in order to ensure that traffic concerns were addressed prior to the full development being built. The approval permitted only 152 multi-residential dwelling units to be built until the Holding Symbol is lifted.**

- **The proposal is consistent with the “2019-2022 Term of Council Priorities” by supporting the “A City of Opportunities” theme. The proposal is consistent with the direction of revitalizing existing neighbourhoods, and building complete and sustainable communities to accommodate growth for people and jobs.**

### **Background:**

An application was submitted by Nyx Capital Corp. on behalf of Nyx Henderson Ltd. on November 13<sup>th</sup>, 2020 to remove the Holding Symbol to allow for residential development of the subject lands.

A Holding provision is a mechanism that can be included in a Zoning By-law to allow development to proceed in an area only when specific conditions, such as a completion of a study, have been met to the satisfaction of Council. The Holding provision is removed through an application to amend the Zoning By-law. After the Holding is removed, the lands can be developed for the full extent of the permissions included in the zoning for the property.

A Zoning By-law Amendment approved on September 30, 2020 (C01W05.044) re-zoned the lands to R4A (H) Section – 2997, which permitted multiple residential and apartment dwellings with the maximum number of dwelling units limited to 402. However, a Holding provision was included that limited the number of permitted units to 152 until it was lifted. The Holding Symbol was not to be removed until such a time as a traffic impact assessment was been approved to the satisfaction of the Commissioner of Planning, Building and Economic Development.

The applicant has submitted an updated Traffic Impact Study to the Planning, Building and Economic Development Department.

### **Current Situation:**

#### Proposal:

The applicant has applied to amend the Zoning By-law to lift a Holding provision to allow the lands to be developed for the following purposes, which were approved through the previous Zoning By-law Amendment:

- A 13-storey residential building (approximately 39 metres (128 feet) in height) containing 250 dwelling units;
- Seven stacked, back-to-back townhouse blocks with 152 dwelling units, all 4 storeys (approximately 13 metres in height (43 feet)) with the first level partially below grade;
- A density of approximately 131.8 units per hectare (53.3 units per acre);
- A central amenity space;
- A private stormwater management pond on the southwesterly portion of the site;
- A total of 468 vehicular parking spaces, and;
- Vehicular access from Haggert Avenue South and Sheard Avenue

With the removal of the Holding Symbol the full residential development will be permitted, which proposes:

- A total of 402 residential dwelling units (250 in apartment building, 152 townhouses)

#### Property Description and Surrounding Land Use (Refer to Appendix 2):

The lands have the following characteristics:

- is located at 12 Henderson Avenue;
- has a site area of approximately 3.1 hectares (7.68 acres);
- has a frontage of approximately 160 metres (525 feet) along Sheard Avenue and approximately 70 metres (230 feet) along Haggert Avenue;
- is currently vacant with the historical land use being a factory known as the Gummed Paper Factory;
- includes valleylands associated with Fletcher's Creek on the western part of the site.

The surrounding land uses are described as follows:

- North: Sheard Avenue beyond which is a mix of industrial, low density and supportive housing uses.
- South: The Orangeville Railway Development Corporation (ORDC) railway line, beyond which are high density residential uses.
- East: The ORDC railway line, beyond which are residential and commercial uses.
- West: Fletcher's Creek and associated valleylands.

#### Summary of Recommendations

This report recommends that Council lift the Holding Symbol to allow for the total development of 402 residential units on the subject property, whereas with the Holding Symbol in place only 152 dwelling units are permitted.



### Rationale for Lifting the Holding Provision

Stantec completed a Traffic Impact Study and Justification Memo on behalf of the applicant. It recommended road improvements be made to address the additional traffic from the proposed development. Specifically, it recommended the lengthening of the left turn storage lane at the intersection of Queen Street/McMurchy Avenue to address the impacts of the additional traffic. With this change, traffic in the area will be expected to operate within acceptable parameters.

The study and associated drawings were circulated to the Region of Peel and the City of Brampton's Traffic Services department for review, and both are satisfied with the study and its recommendations. The details of implementation will be addressed through the site plan process.

Therefore, since the Traffic Impact Study is approved and can be implemented through the site plan application process, staff recommends approval of this application to lift the Holding Symbol from the subject property. The removal of the "H" symbol from the existing zoning would allow the applicant to proceed with the full proposed residential development on the subject property.

### Community Engagement

Pursuant to the requirements in the Planning Act, no statutory public meeting is required in association with an application to remove a "Holding" symbol. Notice informing the public of Council's intent to lift the "Holding" symbol was provided in a newspaper advertisement in the Brampton Guardian.

### **Corporate Implications:**

#### Financial Implications:

There are no financial implications directly associated with this report. Revenue collected through development application fees are accounted for in the approved operating budget.

#### Other Implications:

There are no other corporate implications associated with the application.

### **Term of Council Priorities:**

The application is consistent with the "A City of Opportunities" theme. It supports the building of complete communities to accommodate growth for people and jobs. The proposal satisfies this by:

- efficiently using land and resources;

- directing development to an existing built up area that is within close proximity of existing community services, parks, and schools; and,
- providing opportunity for efficient growth within an existing community.

### Living the Mosaic – 2040 Vision

This report has been prepared in full consideration of the overall vision that the people of Brampton will 'Live the Mosaic'. This report aligns with the vision that Brampton will be a mosaic of complete neighbourhoods and vibrant centres.

### **Conclusion:**

Staff is satisfied that the requirements for the lifting of the Holding provision have been met. Staff recommends that the by-law be adopted to lift the “Holding” (H) Symbol over the subject property.

Authored by:

Reviewed by:

---

Kelly Henderson, MCIP, RPP  
Development Planner, Development  
Services

---

Allan Parsons, MCIP, RPP  
Director, Development Services

Approved by:

Submitted by:

---

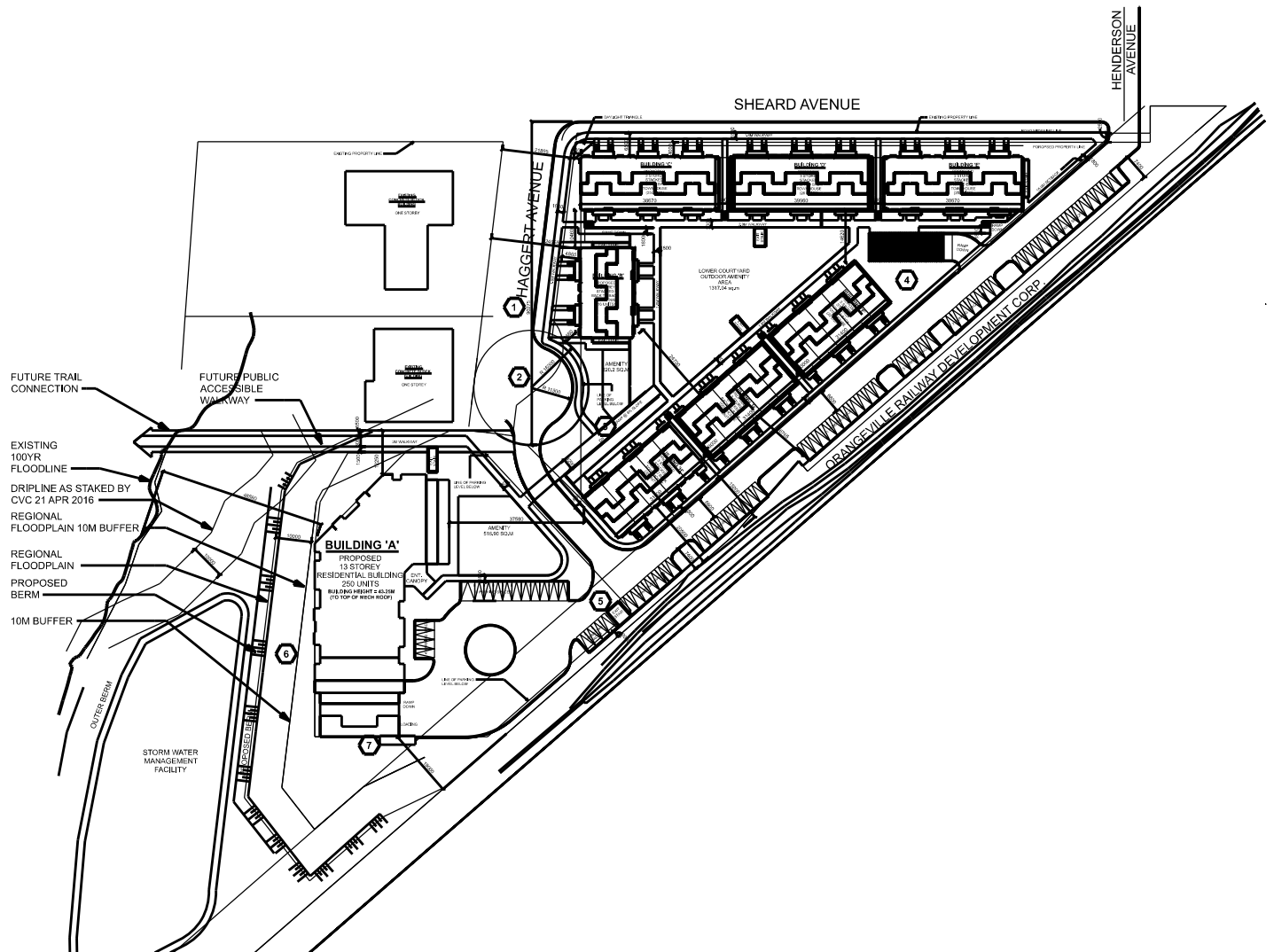
Richard Forward, MBA, M.Sc., P. Eng.  
Commissioner  
Planning and Development Services

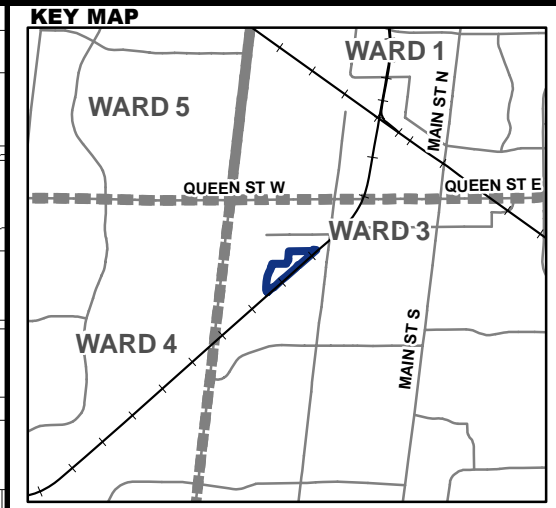
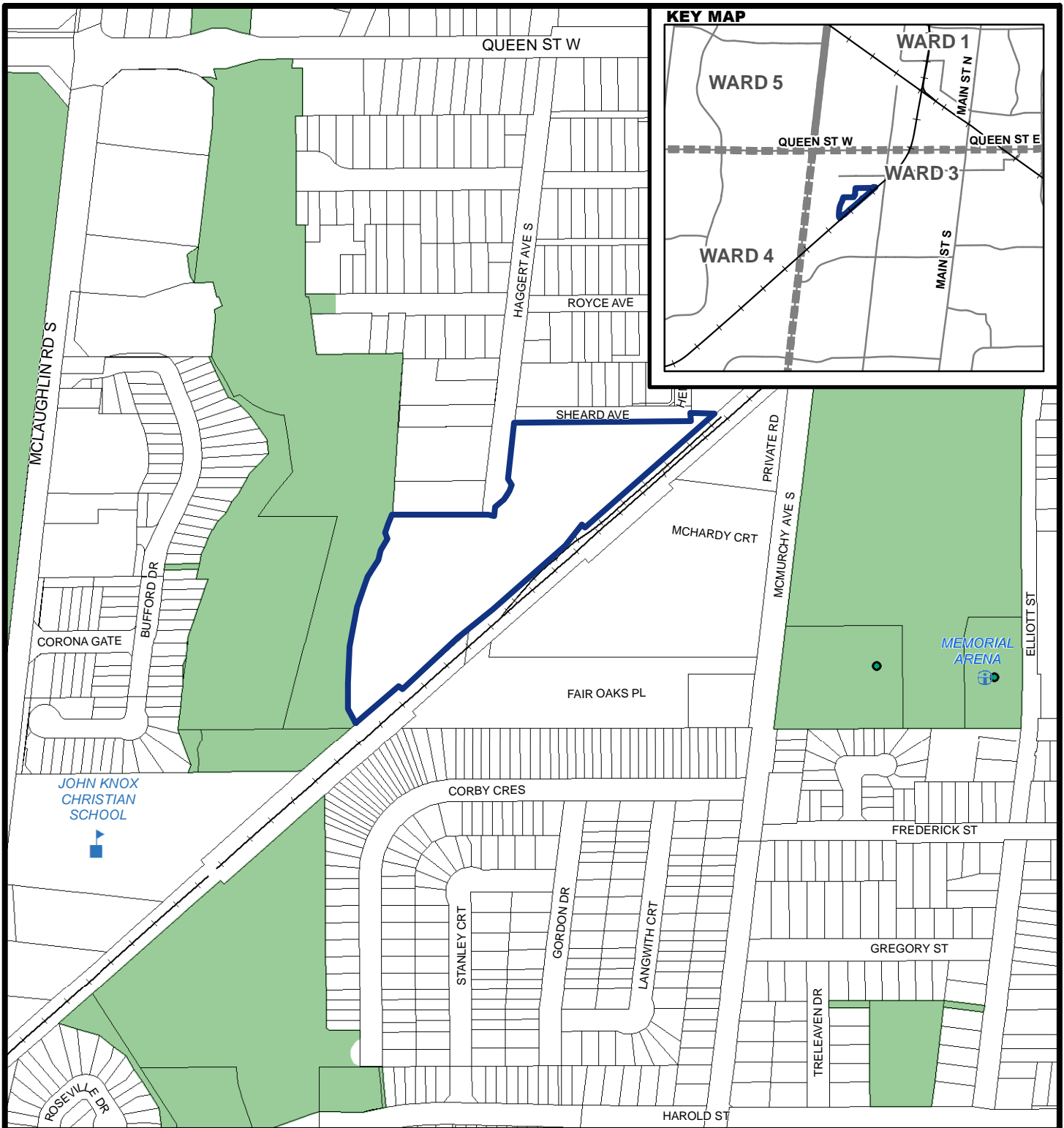
---

David Barrick  
Chief Administrative Officer  
City of Brampton

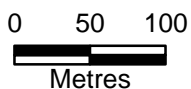
### **Attachments:**

Appendix 1: Concept Plan  
Appendix 2: Location Map  
Appendix 3: Draft Zoning By-law  
Appendix 4: Results of the Application Circulation





- SUBJECT LAND
- GREENSPACE
- SCHOOLS
- RECREATIONAL FACILITY
- PROPERTY LINE
- RAILWAYS





THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number \_\_\_\_\_ - 2021

To amend Comprehensive Zoning By-law 270-2004

The Council of The Corporation of the City of Brampton, in accordance with the provisions of the *Planning Act*, R.S.O 1990, c.P. 13, hereby ENACTS as follows:

1. By-law 270-2004, as amended, is hereby further amended:
- 1) By changing Schedule A thereto, the zoning designation of the lands as shown outlined on Schedule A to this by-law:

From:	To:
Residential Apartment A(H) – Section 2997 (R4A(H)-2997)	Residential Apartment A – Section 2997 (R4A-2997)

- 2) By amending Section 2997 by:
- a. Deleting the Holding “(H)” symbol following “Residential Apartment A” and “R4A” in the opening sentence; and
- b. Deleting Section 2997.4 in its entirety.

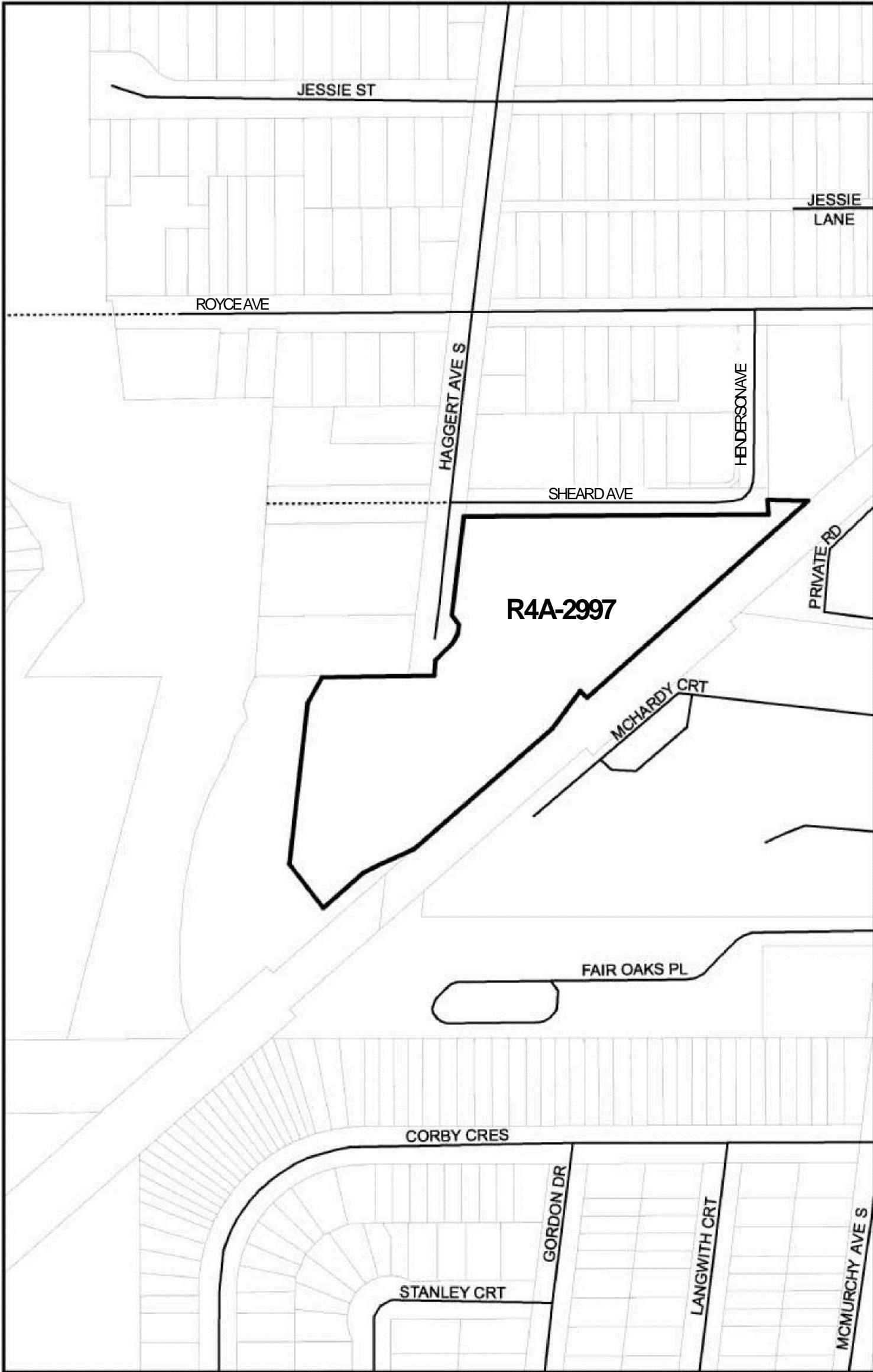
ENACTED and PASSED this      day of      , 2021.

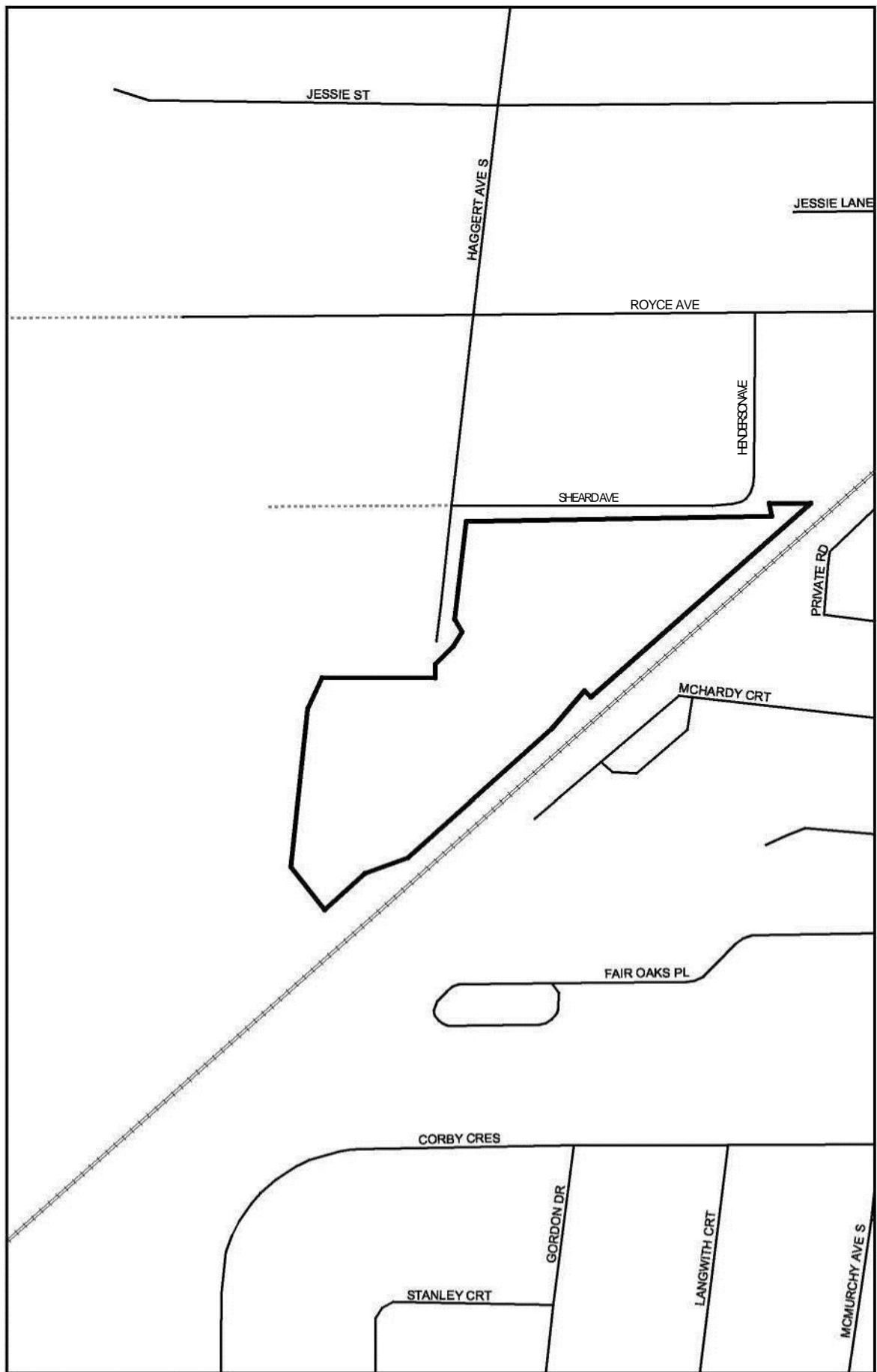
Approved as to  
form.

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to  
content.

\_\_\_\_\_  
Peter Fay, City Clerk





 SUBJECT LANDS

## Results of Application Circulation



## Public Works

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

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

May 4, 2021

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

**RE:      Region of Peel Comments  
         Lifting of the "H" Application  
         12 Henderson Avenue  
         NYX Henderson LTD.  
         OZS-2020-0031  
         Regional File: HOZ-20-001B**

Dear Ms. Henderson,

Region of Peel staff have reviewed the third formal submission for the above noted application proposing to lift the "H" on the subject lands to develop a 250-unit apartment and are pleased to offer Regional clearance based on the following:

**Prior to Lifting of the "H" Approval:**

**The following requirements shall be completed by the applicant to the satisfaction of the Region prior to Lifting of the "H" approval:**

**Regional Traffic Requirements**

- The Region has reviewed the functional design for the extension for the northbound left-turn lane at Queen Street at McMurchy Avenue (to be 80 metres in length) and find it satisfactory.
- The Region has reviewed the signage plan provided as part of this submission and find it satisfactory.

If you have any questions or concerns, please contact me  
([Alex.Martino@peelregion.ca](mailto:Alex.Martino@peelregion.ca) 905.791.7800 x4645) at your earliest convenience.

Yours truly,



Alex Martino  
Planner, Development Services  
Region of Peel

**Date:** 2021-05-10

**Subject:** Subdivision Release and Assumption

**Secondary Title:** Jasmine Falls Estates Inc. and Bramchin Developments Limited, Registered Plan 43M-1944 – (South of Queen Street, West of Chinguacousy Road), Ward 4 - Planning References – C03W05.013 and 21T-05042B

**Contact:** John Edwin, Manager, Development Construction, Environment & Development Engineering Division - (905-874-2538)

**Report Number:** Public Works & Engineering-2021-602

**Recommendations:**

1. That the report titled: **Subdivision Release and Assumption; Jasmine Falls Estates Inc. and Bramchin Developments Limited, Registered Plan 43M-1944 – (South of Queen Street, West of Chinguacousy Road), Ward 4 - Planning References – C03W05.013 and 21T-05042B**, to the Council Meeting of June 16, 2021 be received;
2. That all works constructed and installed in accordance with the subdivision agreement for Registered Plans 43M-1944 (the “Subdivision”) be accepted and assumed;
3. That the Treasurer be authorized to release the securities held by the City; save and except for the amount of \$105,000 which shall be held by the City until such time as the Director, Environment & Development Engineering is satisfied that the warranty period has expired; and
4. That a by-law be passed to assume the following streets as shown on the Registered Plans 43M-1944 as part of the public highway system:

Aries Street, Bandera Drive, Elmcrest Drive, Zanetta Crescent, Ashfield Place

**Overview:**

**This report recommends that the works constructed and installed in accordance with the subdivision agreement for Registered Plans 43M-1944 be accepted and assumed.**

**Background:**

City Council, at its meeting of December 2, 2020 approved Committee of Council recommendation CW332-2020, whereby the streets as shown on the subject Registered Plans are to be assumed by the City, once all departments have provided clearance for assumption by the City.

**Current Situation:**

City departments have now reviewed the Registered Plans for this subdivision and have provided clearance for assumption.

**Corporate Implications:**

All City Departments and the Region of Peel have provided clearances for assumption of the Subdivision to the Manager, Development Construction. This subdivision will now be included in the City's list of assets. The City of Brampton will now be fully responsible for on-going maintenance.

**Financial Implications:**

The annual operating impacts associated with the assumed infrastructure within this subdivision are estimated to be \$8,000.00. There is sufficient funding approved within the Public Works and Engineering operating budget to proceed with the recommendations in this report.

**Strategic Plan and Term of Council Priorities:**

This report accomplishes the Strategic Plan priorities by supporting the benefits of sustainable growth to build a pre-eminent city with vibrant and connected communities.

**Living the Mosaic – 2040 Vision**

This report directly aligns with the vision that Brampton will be a mosaic of complete neighbourhoods and sustainable urban places.

### Term of Council Priority

This report achieves the Term of Council Priority by highlighting Brampton as a well-run City. We continuously improve the day-to-day operations of the corporation by streamlining service delivery, effectively managing municipal assets, and leveraging partnerships for collaboration and advocacy.

### **Conclusion:**

With approval of this report, the works constructed and installed in accordance with the subdivision agreement for Registered Plan 43M-1944 will be accepted and assumed.

Respectfully submitted,

Authored by:

---

John Edwin, EIT, C.E.T.  
Manager, Development Construction  
Environment & Development Engineering  
Public Works and Engineering

Reviewed and Recommended by:

---

Michael Won, P. Eng., Director  
Environment & Development Engineering  
Public Works and Engineering

Approved by:

---

Jason Schmidt-Shoukri, BSc. Arch Eng., MPA  
Commissioner  
Public Works & Engineering

Submitted by:

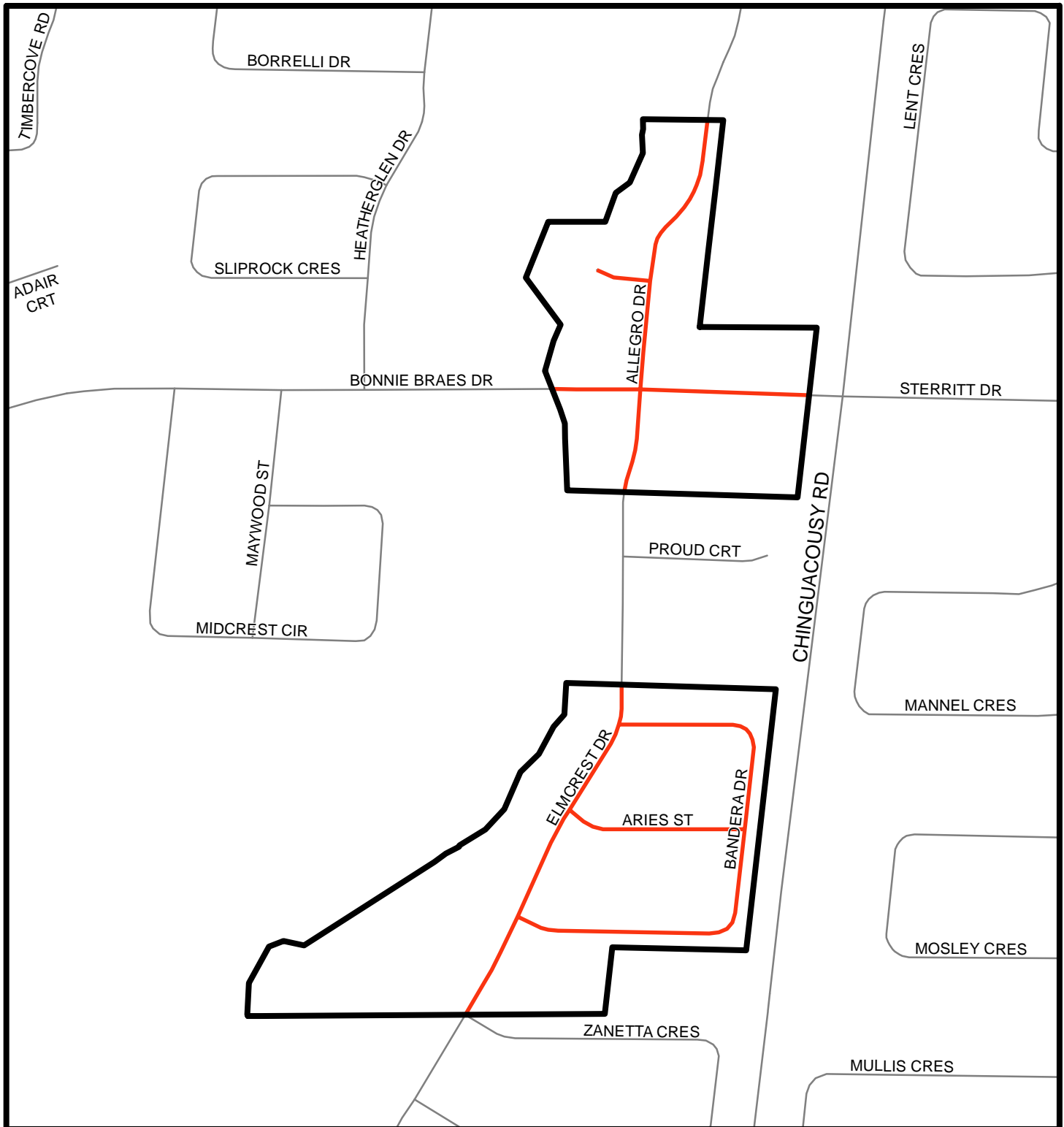
---

David Barrick  
Chief Administrative Office

Appendices:

Attachment 1: Subdivision Map

Attachment 2: Registered Plan 43M-1944



SUBJECT LANDS TO BE ASSUMED

APPROXIMATE ROAD DISTANCE (1.23 KM)



**Date:** 2021-05-11

**Subject:** Subdivision Release and Assumption;

**Secondary Title:** Sundial Homes (Castlemore) Limited, Registered Plan 43M-1975 – West of Goreway Drive, South of Countryside Drive, Ward 10 - Planning References – C07E15.009 and 21T-05041B

**Contact:** John Edwin, Manager, Development Construction, Environment & Development Engineering Division - (905-874-2538)

**Report Number:** Public Works & Engineering-2021-607

**Recommendations:**

1. That the report titled: **Subdivision Release and Assumption; Sundial Homes (Castlemore) Limited, Registered Plan 43M-1975 – West of Goreway Drive, South of Countryside Drive, Ward 10 - Planning References – C07E15.009 and 21T-05041B**, to the Council Meeting of June 16, 2021 be received;
2. That all works constructed and installed in accordance with the subdivision agreement for Registered Plans 43M-1975 (the “Subdivision”) be accepted and assumed;
3. That the Treasurer be authorized to release the securities held by the City; and
4. That a by-law be passed to assume the following streets as shown on the Registered Plans 43M-1975 as part of the public highway system:

Burlwood Road, Impression Court, Portlane Court, Rhapsody Crescent

**Overview:**

- This report recommends that the works constructed and installed in accordance with the subdivision agreement for Registered Plan 43M-1975 be accepted and assumed.

**Background:**

City Council, at its meeting of October 28, 2020 approved Committee of Council recommendation CW265-2020, whereby the streets as shown on the subject Registered Plans are to be assumed by the City, once all departments have provided clearance for assumption by the City.

**Current Situation:**

City departments have now reviewed the Registered Plan for this subdivision and have provided clearance for assumption.

**Corporate Implications:**

All City Departments and the Region of Peel have provided clearances for assumption of the Subdivision to the Manager, Development Construction. This subdivision will now be included in the City's list of assets. The City of Brampton will now be fully responsible for on-going maintenance.

**Financial Implications:**

The annual operating impacts associated with the assumed infrastructure within this subdivision are estimated to be \$10,500. There is sufficient funding approved within the Public Works and Engineering operating budget to proceed with the recommendations in this report.

**Strategic Plan and Term of Council Priorities:**

This report accomplishes the Strategic Plan priorities by supporting the benefits of sustainable growth to build a pre-eminent city with vibrant and connected communities.

**Living the Mosaic – 2040 Vision**

This report directly aligns with the vision that Brampton will be a mosaic of complete neighbourhoods and sustainable urban places.

**Term of Council Priority**

This report achieves the Term of Council Priority by highlighting Brampton as a well-run City. We continuously improve the day-to-day operations of the corporation by streamlining service delivery, effectively managing municipal assets, and leveraging partnerships for collaboration and advocacy.

**Conclusion:**

With approval of this report, the works constructed and installed in accordance with the subdivision agreement for Registered Plan 43M-1975 will be accepted and assumed.

Respectfully submitted,

Authored by:

---

John Edwin, EIT, C.E.T.  
Manager, Development Construction  
Environment & Development Engineering  
Public Works and Engineering

Reviewed and Recommended by:

---

Michael Won, P. Eng., Director  
Environment & Development Engineering  
Public Works and Engineering

Approved by:

---

Jason Schmidt-Shoukri, BSc. Arch Eng., MPA  
Commissioner  
Public Works & Engineering

Submitted by:

---

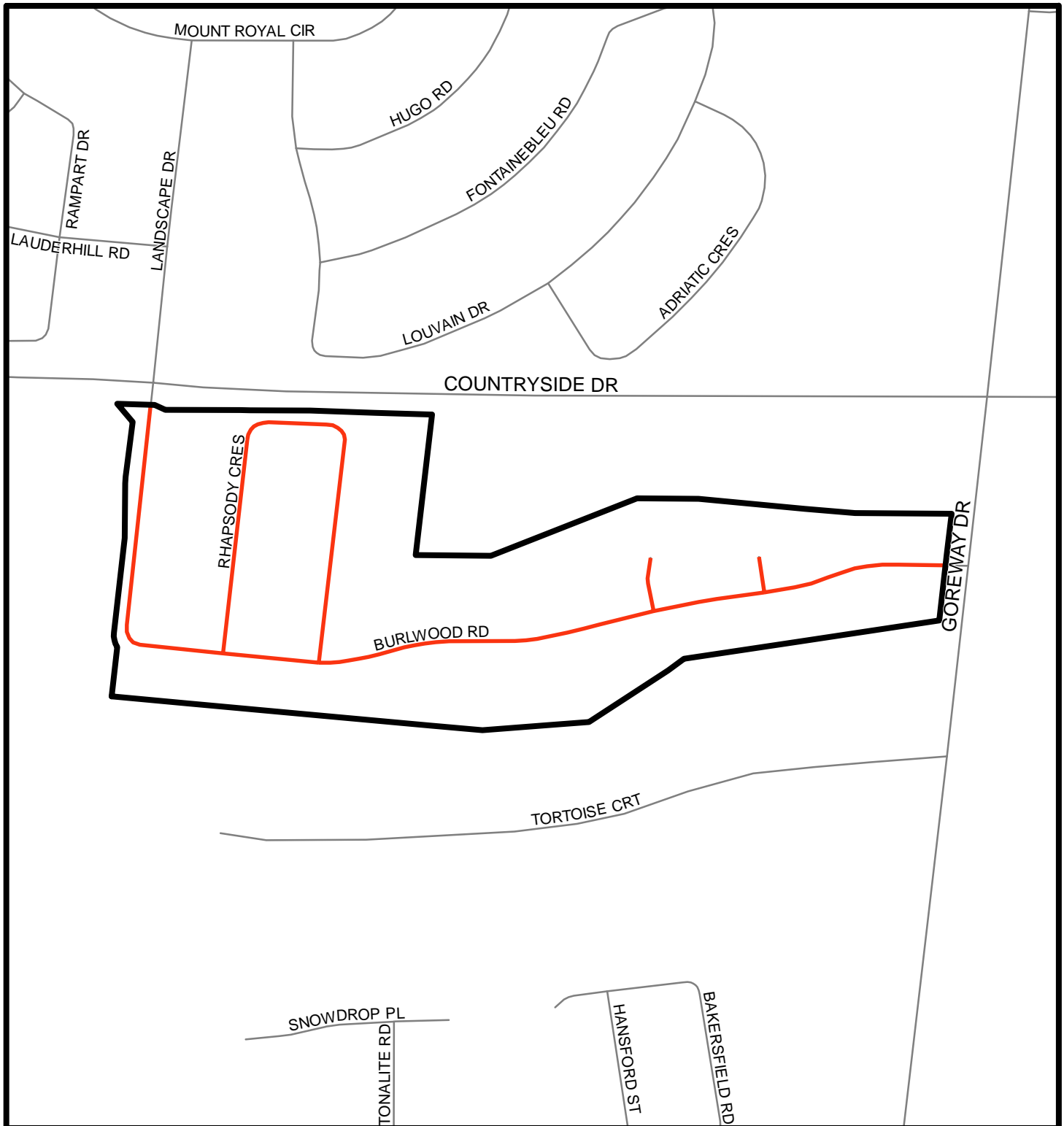
David Barrick  
Chief Administrative Office

Appendices:

Attachment 1: Subdivision Map

Attachment 2: Registered Plan 43M-1975





SUBJECT LANDS TO BE ASSUMED

APPROXIMATE ROAD DISTANCE (1.45 KM)



**Date:** 2021-05-14

**Subject:** Subdivision Release and Assumption

**Secondary Title:** Georgian Riverview Inc., Registered Plan 43M-1779 – West of The Gore Road, North of Cottrelle Boulevard, Ward 8 - Planning References – C09E08.007 & C09E08.017 and 21T-99011B & 21T-99014B

**Contact:** John Edwin, Manager, Development Construction, Environment & Development Engineering Division - (905-874-2538)

**Report Number:** Public Works & Engineering-2021-631

**Recommendations:**

1. That the report titled: **Georgian Riverview Inc., Registered Plan 1779 – West of The Gore Road, North of Cottrelle Boulevard, Ward 8- Planning References – C09E08.007 & C09E08.017 and 21T-99011B & 21T-99014B**, to the Council Meeting of June 16, 2021 be received;
2. That all works constructed and installed in accordance with the subdivision agreement for Registered Plans 43M-1779 (the “Subdivision”) be accepted and assumed;
3. That the Treasurer be authorized to release the securities held by the City; and
4. That a by-law be passed to assume the following streets as shown on the Registered Plans 43M-1779 as part of the public highway system:

Oakhaven Road, Lynngrove Way, River Heights Drive, Dilworth Chase Road, Saint Grace Court, Pannahill Drive

**Overview:**

- This report recommends that the works constructed and installed in accordance with the subdivision agreement for Registered Plans 43M-1779 be accepted and assumed.

**Background:**

City Council, at its meeting of October 28, 2020 approved Committee of Council recommendation CW261-2020, whereby the streets as shown on the subject Registered Plan are to be assumed by the City, once all departments have provided clearance for assumption by the City.

**Current Situation:**

City departments have now reviewed the Registered Plan for this subdivision and have provided clearance for assumption.

**Corporate Implications:**

All City Departments and the Region of Peel have provided clearances for assumption of the Subdivision to the Manager, Development Construction. This subdivision will now be included in the City's list of assets. The City of Brampton will now be fully responsible for on-going maintenance.

**Financial Implications:**

The annual operating impacts associated with the assumed infrastructure within this subdivision are estimated to be \$8,700. There is sufficient funding approved within the Public Works and Engineering operating budget to proceed with the recommendations in this report.

**Strategic Plan and Term of Council Priorities:**

This report accomplishes the Strategic Plan priorities by supporting the benefits of sustainable growth to build a pre-eminent city with vibrant and connected communities.

**Living the Mosaic – 2040 Vision**

This report directly aligns with the vision that Brampton will be a mosaic of complete neighbourhoods and sustainable urban places.

**Term of Council Priority**

This report achieves the Term of Council Priority by highlighting Brampton as a well-run City. We continuously improve the day-to-day operations of the corporation by streamlining service delivery, effectively managing municipal assets, and leveraging partnerships for collaboration and advocacy.

## Conclusion:

With approval of this report, the works constructed and installed in accordance with the subdivision agreement for Registered Plan 43M-1779 will be accepted and assumed.

Respectfully submitted,

Authored by:

---

John Edwin, EIT, C.E.T.  
Manager, Development Construction  
Environment & Development Engineering  
Public Works and Engineering

Reviewed and Recommended by:

---

Michael Won, P. Eng., Director  
Environment & Development Engineering  
Public Works and Engineering

Approved by:

---

Jason Schmidt-Shoukri, BSc. Arch Eng., MPA  
Commissioner  
Public Works & Engineering

Submitted by:

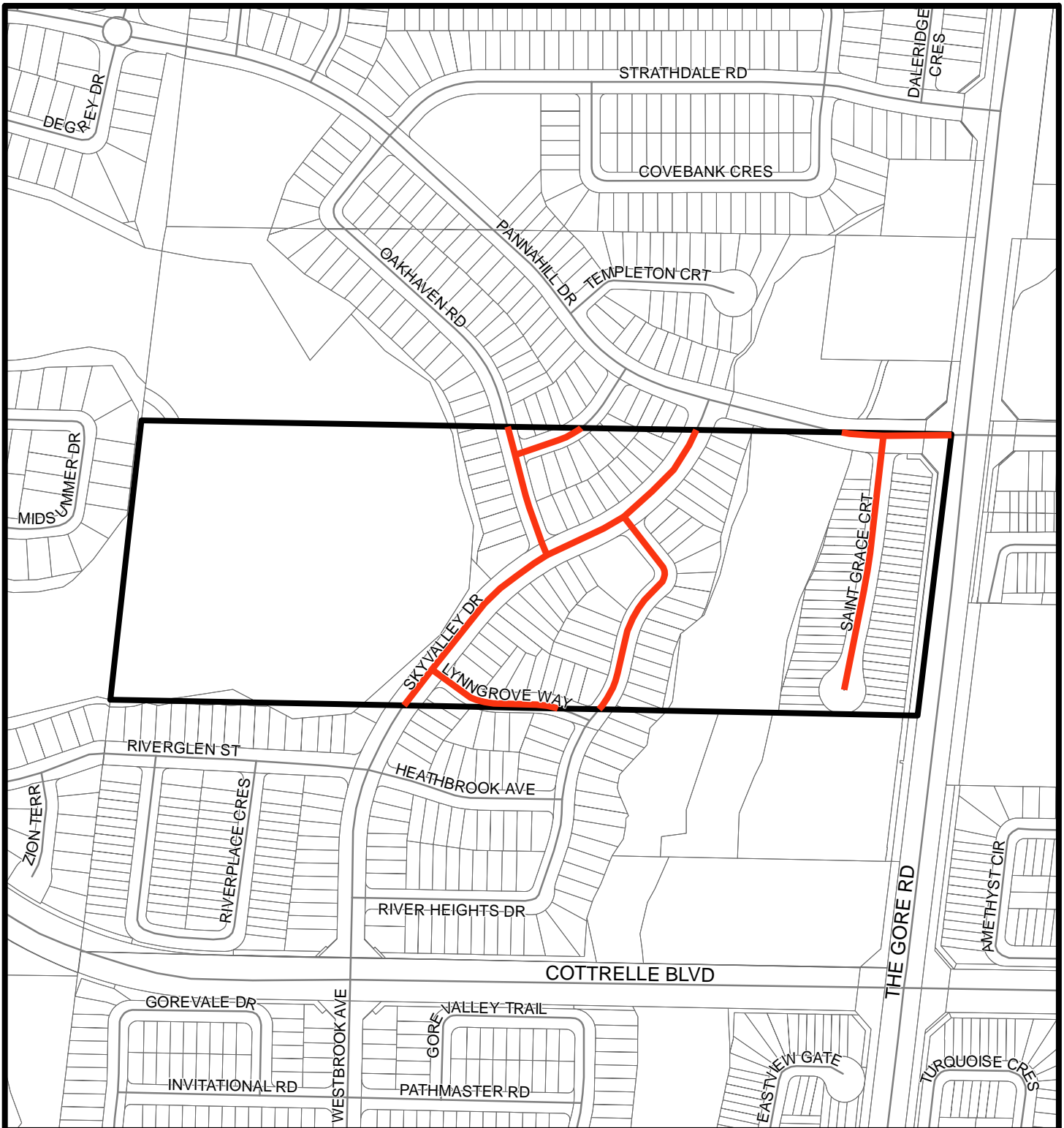
---

David Barrick  
Chief Administrative Office

Appendices:

Attachment 1: Subdivision Map

Attachment 2: Registered Plan 43M-1779



 SUBJECT LANDS TO BE ASSUMED

 APPROXIMATE ROAD DISTANCE (1.12 KM)



**Date:** 2021-05-28

**Subject:** **Cost Share and Lease Agreements between the City of Brampton and the Regional Municipality of Peel to construct a joint use facility – Fire Station 214 and Peel Regional Paramedic Service Satellite Station at 917 & 927 Bovaird Drive West, Ward 5**

**Contact:** Ali Jourabloo, Manager Building Design and Construction,  
Public Works & Engineering, ali.jourabloo@brampton.ca, 647.649.8336

Donn Bennett, Acting Senior Manager, Realty Services  
Community Services, donn.bennet@brampton.ca, 416.806.0240

**Report Number:** Public Works & Engineering-2021-663

**Recommendations:**

1. THAT the report titled “Cost Share and Lease Agreements between the City of Brampton and The Regional Municipality of Peel to construct a joint use facility - Fire Station 214 and Peel Regional Paramedic Service Satellite Station at 917 & 927 Bovaird Drive West, Ward 5” dated May 28, 2021 be received,
2. THAT the Chief, Fire and Emergency Services be delegated authority to execute the Cost Sharing Agreement between the City and The Regional Municipality of Peel attached to this report as Appendix “A”, to effect the cost sharing relating to the construction of a joint use facility for Fire Station 214 and a Paramedic Service Satellite Station on the City owned lands municipally known as 917 and 927 Bovaird Drive West, said Cost Sharing Agreement to be on terms and conditions acceptable to the Manager of Building Design and Construction and in a form acceptable to the City Solicitor or designate.
3. THAT Staff be directed to negotiate a lease agreement with The Regional Municipality of Peel to lease a portion of the City’s lands declared surplus and municipally known as 917 and 927 Bovaird Drive West, based on the terms set out in the Memorandum of Understanding between the City and The Regional Municipality of Peel dated April 4, 2019.
4. THAT the Commissioner of Community Services be delegated authority to execute a lease agreement and all other documents necessary to lease to The

Regional Municipality of Peel a portion of the joint use facility to be constructed on the City owned land, municipally known as 917 and 927 Bovaird Drive West, having a leasable area of approximately 266 square meters for the purpose of a paramedic satellite station, in accordance with the terms and conditions set out in the Memorandum of Understanding between the City and The Regional Municipality of Peel dated April 4, 2019, and otherwise on such terms and conditions as may be satisfactory to the Senior Manager, Realty Services and the Fire Chief and in a form acceptable to the City Solicitor or designate;

5. THAT the Fire Station 214 and Peel Regional Paramedic Service Satellite Station at 917 and 927 Bovaird Drive West in accordance with the completed design as approved by the Regional Municipality of Peel and Brampton Fire and Emergency Services be approved.

**Overview:**

- This report seeks Council approval of, and authorization to execute a Cost Share and Lease Agreements between the City of Brampton and the Regional Municipality of Peel for a joint use facility – FS 214 and Peel Regional Paramedic Services Satellite Station at 917 & 927 Bovaird Drive West, Ward 5.
- City owned property having municipal address as 917 and 927 Bovaird Drive West, Brampton was declared surplus on January 27, 2021 as per By-law 10-2021.
- Staff is in the process of negotiating a lease agreement with the Region of Peel.
- Commissioner of Community Services be authorized to execute the lease agreement and all documents for the development of the Peel Regional Paramedic Service Satellite Station in accordance with the terms and conditions set out in the MOU and otherwise on terms acceptable to the Senior Manager, Realty Services and in a form acceptable to the City Solicitor or designate.

**Background:**

In Accordance with the Memorandum of Understanding (MOU) dated April 4<sup>th</sup>, 2019, between The City of Brampton and The Regional Municipality of Peel, attached hereto as Appendix B, the Parties have commenced a project to develop and co-locate in a new facility that, includes a new Fire Station 214 and a new Paramedic Services Satellite Station. The MOU establishes the need to enact subsequent agreements including a construction cost sharing agreement and a lease agreement for which Council approval is required.

### **Current Situation:**

City Staff engaged an architectural design consultant, and the design work has been completed, with bid drawings and specifications presently issued to pre-qualified General Contractors.

City Staff currently preparing an invoice to be issued to the Region of Peel for the design work as per the MOU.

In accordance with the MOU, City staff in collaboration with the Region of Peel, staff have prepared a construction Cost Sharing Agreement, attached hereto as Appendix A, which is required to be approved by Council prior to commencing construction.

### Legal Implications:

**Legislative Services – Legal Services** will approve the form of the Cost Sharing Agreement and lease agreement.

### Finance Implications:

Funding for the construction of proposed joint use facility – Fire Station 214 and Peel Regional Paramedic Service Satellite Station at 917 & 927 Bovaird Drive West- is available from the following source:

Project #	Budget Available
182530-003	\$6,247,241

As per the proposed Construction Cost Share Agreement, The Region of Peel has agreed to share 25% of the project cost up to estimate of \$1,530,000 plus 20% contingency plus any cost increase solely due to COVID-19.

There is currently sufficient capital funding available to proceed with this initiative. Any additional capital funding and any operating cost and revenues estimates resulting from this initiatives and Lease Agreement will be provided in future council reports or through the annual budget process for council's consideration.

### Realty Implications:

City owned property having municipal address as 917 and 927 Bovaird Drive West, Brampton was declared surplus on January 27, 2021 as per By-law 10-2021.



Staff is in the process of negotiating a lease agreement with the Region of Peel.

The Commissioner of Community Services should be authorized to execute the lease agreement and all documents for the development of the Peel Regional Paramedic Service Satellite Station in accordance with the terms and conditions set out in the MOU and otherwise on terms acceptable to the Senior Manager, Realty Services and in a form acceptable to the City Solicitor or designate.

Based on the Council direction, Realty Services will assist with the finalization and execution of the Lease Agreement.

#### Project Implications:

The Construction Cost Share and Lease Agreements are required prior to commencing construction of the joint facility. Failing to execute the agreement in a timely manner will result in a delay in tendering the work and in additional construction costs to the project.

#### **Term of Council Priorities:**

This report achieves the following Term of Council priorities:

Brampton is a Safe & Healthy City:

- Fire Station 214 will provide emergency response services to the central west sector of Brampton, positively impacting emergency response times and thereby improving the safety of the City's residents.

Brampton is a Mosaic:

- This project will allow for the implementation of elements of universal design strategies in tandem with the City's Accessibility Technical Standards to serve visitors of the Fire Station.

#### **Conclusion:**

To maintain the project schedule, it is recommended that Council approve the Construction Cost Share Agreement attached hereto as Appendix A.

Reviewed by:

---

David Bottoni, Director  
Building Design and Construction

Reviewed by:

---

Donn Bennett, Senior Manager (Acting)  
Realty Services, Community Services

Reviewed by:

---

Jason Schmidt-Shoukri, BSc. Arch Eng., MPA  
Commissioner, Public Works and Engineering

Reviewed by:

---

Marion Nader, Commissioner  
Community Services

Reviewed by:

---

Bill Boyes, Fire Chief  
Fire and Emergency Services

Submitted by:

---

David Barrick, Chief Administrative Officer  
City of Brampton

Report authored by: Facility New Development Services, BDC

**Attachments: Appendix A – Fire Station 214 Cost Sharing Agreement  
Appendix B – Memorandum of Understanding**

## **COST SHARING AGREEMENT**

(the “Agreement”)

BETWEEN:

**THE REGIONAL MUNICIPALITY OF PEEL**  
(hereinafter called the “Region”)

- and -

**THE CORPORATION OF THE CITY OF BRAMPTON**  
(hereinafter called “City”)

(hereinafter together referred to as the “Parties” and individually as a “Party” )

**WHEREAS** the City is the owner of the lands and premises municipally known as 917 and 927 Bovaird Drive West, Brampton, Ontario as further described in Schedule “A” attached hereto (hereinafter referred to as the “Lands”);

**AND WHEREAS** the City will be constructing a fire station (the “Fire Station”) on the Lands;

**AND WHEREAS** the Region desires to locate a Paramedic Satellite Station (hereinafter referred to as the “Satellite Station”) on the Lands;

**AND WHEREAS** the Fire Station and the Satellite Station together shall be referred to as the “Co-locate Facility”;

**AND WHEREAS** the City has engaged a consultant to assist with the design, the tendering process and contract administration services for the Co-locate Facility;

**AND WHEREAS** this Agreement provides for the pre-construction work, construction contract procurement and administration, inspections, commissioning and cost sharing (but excludes provisions relating to the design of the Co-locate Facility) and is pursuant to a Memorandum of Understanding executed between both parties on April 4, 2019 (the “MOU”);

**AND WHEREAS** reference to a Joint Project Agreement under the MOU is a reference to this Cost Sharing Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of good and valuable consideration, and the sum of \$2.00, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **1. ARTICLE 1 – DEFINITIONS**

1.1 Definitions: For all purposes of this Agreement and any amendments thereto, the terms defined in this section shall have the following meanings, unless the context expressly or by implication otherwise requires:

“**This Agreement**”, the “**Agreement**”, “**hereto**”, “**hereof**”, “**herein**”, “**hereby**”, “**hereunder**” and similar expressions mean and refer to this Agreement as amended from time to time.

“**Approved**” or “**Approval**” means, in respect of any matter, approval of such matter by City Council and Regional Council or as Council has delegated.

“**Architect**” means the firm of architects Approved and retained by the City, from time to time to design and supervise the development and construction of the Project (as defined below) and provide project management services.

“**Architect’s Agreement**” means the agreement between the City and the Architect for the design, development, and construction management of the Project.

“**Architect’s Certificate**” means a certificate of the Architect issued by the Architect pursuant to the General Construction Contract, the Architect’s Agreement or this Agreement.

“**Budget**” means, collectively, the City’s Budget and the Region’s Budget.

**“Building”** means the building to be constructed on the Lands, which will comprise FS 214 and the PSS.

**“Certificate of Revised Project Cost Share”** is defined in Section 6.4.

**“City”** means The Corporation of the City of Brampton, its successors and permitted assigns.

**“Contractor”** means the person acting as the contractor under any Construction Contract.

**“Construction Contracts”** means the contracts and agreements entered into by the Parties with other persons for the provision of work, services and/or materials to the Project, other than the General Construction Contract and any agreements with the Architect or other professionals and consultants.

**“Cost Estimate”** means the estimate of construction costs prepared by the Architect, in accordance with Section 6.2 and in accordance with the Architect’s Agreement, itemizing the Project Costs in reasonable detail, and which cost estimate shall not exceed the Budget.

**“Excess Costs”** is defined in Section 6.6.

**“FS 214”** means the Fire station, ancillary parking, landscaping and other exterior improvements relating to the Fire Station on the Lands.

**“Funding Agent”** is defined in Section 6.9.

**“General Contractor”** means the person acting as the general contractor under the General Construction Contract.

**“General Contractor’s Certificate”** means an application for Progress Payments made by the General Contractor pursuant to the General Construction Contract.

**“General Construction Contract”** means the stipulated fixed price general construction contract (CCDC 2 with The City of Brampton Supplemental Conditions) entered into by the City with the General Contractor for the construction of all or substantially all of the Project, as approved by the City.

**“Lands”** is defined in the first recital.

**“Optional Change”** means any change to the Plans and Specifications requested by either the City or the Region which change is not necessary or reasonably required to complete the construction of the Project.

**“Party Mandatory Change”** means any change to the Plans and Specifications substantially affecting or arising in relation to:

- (a) in the case of the Region, the PSS; or,
- (b) in the case of the City, FS 214;

which is either necessary or reasonably required to complete the development and construction of the Project in accordance with applicable local laws and/or the requirements of municipal authorities exercising regulatory approval powers and which is neither a Project Mandatory Change nor an Optional Change.

**“Plans and Specifications”** means all graphic and pictorial portions of the Construction Contract documents showing the design, as approved pursuant to the MOU, the location and dimension of the work, and all written requirements and standards for products, systems, workmanship, quality and the services necessary for the performance of the project.

**“Progress Payments”** means the payments to be made under the General Construction Contract to the General Contractor or under a Construction Contract to the Contractor, if any.

**“Project”** for the purposes of this Agreement means the design and construction of a joint facility that includes a new Brampton Fire and Emergency Services Station and a new Peel Regional Paramedic Services Satellite Station on the Lands.

**“Project Costs”** means all costs and expenses incurred by the City for the design, development, construction, contract administration, commissioning and closeout and warranty phases of the Project in accordance with the Plans and Specifications, including, but not limited to:

- (a) all reasonable amounts, fees and disbursements incurred for the Architect, engineers, surveyors, external lawyers and all other professionals and consultants, incurred by the City relating to the negotiation and implementation of the agreements relating to the Project, including without limitation the General Construction Contract, Construction Contracts, if any, this Agreement and the Lease Agreement (as defined below);
- (b) all costs and expenses incurred in connection with obtaining all permits and approvals from authorities having jurisdiction including but not limited to: municipal, regional and provincial. Required permits and approvals may include rezoning approvals, site plan approvals as required, and Building Permit fees;
- (c) all hard and soft construction costs, budgeted or unforeseen, including without limitation, excavation, site preparation and landscaping costs, environmental site remediation and all payments to contractors for labour, material, supplies and services pursuant to the General Construction Contract and the Construction Contracts, if any;
- (d) all costs relating to the negotiation and registration of access easements with adjoining landowners and the design and construction of roadway connections in accordance with such easements;
- (e) all costs for utility services, including but not limited to Region of Peel water and sewer connection, Alectra Utilities Corporation primary and secondary services including transformers, Enbridge natural gas services to site, Bell/Rogers and all necessary metering;
- (f) all costs of insurance maintained with respect to the Project;
- (g) City staff recoveries related to the Project; and
- (h) all costs related to negotiation and registration of the access easements.

provided that such Project Costs shall not include the costs of Optional Changes and Party Mandatory Changes, equipment costs, or any costs incurred by either the Region or the City for its own financing of the development and construction of the Project or in negotiating and settling the Project Agreements.

**“Project Cost Share”** means the relative percentage of the Project Costs

- (a) when used in relation to the City, 75%; and
- (b) when used in relation to the Region, 25%;

**“Project Mandatory Change”** means any change to the Plans and Specifications affecting the Project, which is either necessary or reasonably required to complete the development and construction of the Project in accordance with the requirements of municipal authorities exercising their regulatory approval powers and which is neither a Party Mandatory Change nor an Optional Change.

**“Project Manager”** means the City assigned staff or his/her designate who will be responsible for overseeing the Project.

**“PSS”** means the Peel Regional Paramedic Services Satellite Station, ancillary parking, landscaping and other exterior improvements relating to the Satellite Station on the Lands.

**“Substantial Completion”** means the occurrence of substantial performance of the General Construction Contract, with the meaning of the *Construction Act* R.S.O. 1990, c. C.30 of Ontario (the “*Construction Act*”), as certified by an Architect’s Certificate.

**“Total Completion”** means completion of the General Construction Contract, within the meaning of Section 2(3) of the *Construction Act*, in material compliance with the Plans and Specifications, as such event is certified by an Architect’s Certificate.

## **2. CONSTRUCTION OF THE CO-LOCATE FACILITY**

- 2.1 The City's covenants set out in Section 2 herein are conditional upon the award of the General Construction Contract for the Project being made and upon the execution of the General Construction Contract.
- 2.2 The Satellite Station shall be constructed to have a gross floor area (as measured according to BOMA standards) of approximately 250 square meters (2,691 square feet) with up to 2 non-dedicated parking spaces, in accordance with the design approved pursuant to the MOU.
- 2.3 The Fire Station shall be constructed to have a gross floor area (as measured according to BOMA standards) of approximately 750 square meters (8,073 square feet) with sufficient parking in accordance with the design approved pursuant to the MOU.
- 2.4 The City shall be solely responsible for all aspects of the construction of the Co-locate Facility and associated parking facilities, landscaping and other exterior improvements.
- 2.5 The City agrees to diligently take all such action as may be necessary to begin construction of the Co-locate Facility by Q1 2021 and complete the construction of the Co-locate Facility in accordance with the design, drawings, Plans and Specifications approved pursuant to the MOU and this Agreement, to open in Q2 of 2022. The City shall provide to the Region a development and construction schedule (hereinafter the "Schedule") containing milestones within two (2) business days of the City receiving same from the Contractor upon the commencement of construction. The Region shall provide comment to the Schedule in accordance with Schedule "C". If the City is, in good faith, prevented from carrying out any duties or obligations required under this Agreement because of a force majeure, including, but not limited to, an act of God, a strike, civil insurrection, riot, war, or rebellion, pandemic and government orders and public health restrictions and recommendations then despite anything to the contrary, the City will do and complete what was prevented after the force majeure, as expeditiously as possible, and shall not be liable to the Region for any costs, or in any way, related to any such delay.
- 2.6 The Region acknowledges that the City must comply with zoning requirements, minor variances as required, building permits, site plan approvals and other permit requirements and any other authority having jurisdiction, as imposed by The Corporation of the City of Brampton as issuer of approvals, building permits, and the City shall diligently pursue obtaining the necessary permits and approvals without delay. If the City is delayed from carrying out duties or obligations required under this Agreement because of delays beyond the City's control in issuance of said permits, the City will do and complete as expeditiously as reasonably possible what was so delayed, and shall not be liable to the Region for any costs, or in any way, related to any such delay, so long as the City is not responsible in the delay.
- 2.7 The City shall own all elements of the Co-locate Facility, including the Satellite Station, but excluding all contents and leasehold improvements installed by or on behalf of Region within the Satellite Station, at all times, in accordance with this Agreement, subject to the provisions of the Lease Agreement to be entered into by the Parties. The Region shall have exclusive use of the Satellite Station as provided for in the Lease Agreement as defined in this Agreement.
- 2.8 The City agrees to hold and enforce all warranties, guarantees and bonds and other rights it obtains in connection with the construction of the Satellite Station and the supply and installation of equipment and fixtures in the Satellite Station.
- 2.9 The City shall designate the Director of Building Design and Construction and the Region shall designate the Manager, Capital Planning & Project Management, Real Property Asset Management as primary contacts during the construction of the Co-locate Facility in order to exchange information relating thereto.
- 2.10 The Co-locate Facility will be constructed to achieve a high standard of energy efficiency by using the best principles of LEED, Passive House and Net Zero high performance building standards. The Parties agree that it is not a requirement of the Co-locate Facility design to achieve certification in any specific voluntary building energy rating system or standard.

### **3. DESIGN**

- 3.1 The Parties acknowledge and agree that the design of the Co-locate Facility shall be completed in accordance with the terms set out in the MOU and attached hereto as Schedule "D".

### **4. CONSTRUCTION MANAGEMENT**

- 4.1 Construction Management: The City shall be responsible for the control, supervision and management of the construction of the Project. Without limiting the foregoing, the City's Project Manager will communicate all decisions of the City and the Region to the Architect and the General Contractor. The Region will direct any and all communications about construction of the Project solely to the City's Project Manager in charge of constructing the Project.
- 4.2 Notwithstanding the provisions of Article 4.1, the City, in carrying out its function and duties under Article 4.1, shall act in good faith respecting the best interests of both the City and the Region and shall use its reasonable best efforts to protect the best interests of both the City and the Region.
- 4.3 In carrying out its duties pursuant to Section 4.1, the City shall immediately notify the Region respecting any and all matter(s) and/or issue(s) (including any Project Mandatory Change), of which the City becomes aware or is aware, that may affect the Region.

### **5 CONSTRUCTION OF THE PROJECT**

- 5.1 Agreement to Construct: Subject to Sections 5.2 and 6.2, the City shall only contract to construct the Co-Locate Facility within the Budget, in accordance with the approved Plans and Specifications, and otherwise in accordance with the provisions of this Agreement.
- 5.2 Award of the General Construction Contract: Unless otherwise agreed by the Parties, the tender and award of the General Construction Contract for the Project and construction thereof shall not occur until each of the following events has occurred:
- (a) The Region has provided written approval of the completed design of the Co-locate Facility in accordance with the MOU;
  - (b) The Plans and Specifications, Schedule and Cost Estimate have been reviewed by the City and the Region and approved by the City Council and the Regional Council;
  - (c) The Budget has been Approved and City Approval has been given for commencement of procurement of the General Construction Contract;
  - (d) The award of the General Construction Contract has been approved by the City;
  - (e) Any rezoning, if required, and all site plan approvals have been obtained;
  - (f) All pre-construction matters have been completed including without limitation, , obtaining all applicable regulatory approvals and resolving any utility conflicts, save and except completing the transactions for access easements with adjoining landowners; and
  - (g) Any necessary increase in the Budget has been Approved.
- 5.3 Substantial Completion Date: The City shall use its reasonable best efforts to cause the Architect to manage, control and supervise the construction of the Project in accordance with the Schedule and to obtain Substantial Completion in accordance with the Schedule. Until commencement of the Lease Agreement (as defined herein), the City hereby grants to the Region a licence to enter upon the Lands for purposes of reviewing the construction of the improvements thereon as are contemplated by this Agreement, subject to compliance with the General Construction Contract such licence to automatically terminate upon commencement of the Lease Agreement (as defined herein).
- 5.4 Furnishing and Equipping Premises: Upon Substantial Completion and receipt of the Co-Locate Facility, the Region shall furnish and equip the PSS; the City shall furnish and equip FS214; and, each of the Region and the City shall be responsible for and shall pay its own Equipment Costs and such work shall be coordinated with the Project Manager to ensure same does not conflict with Total Completion work.

5.5 Entry and Occupation: The City shall use their reasonable best efforts to develop and construct the Project in a manner that allows each of the Parties to enter upon and occupy its premises on or as soon as possible after the Substantial Completion Date in order to permit each Party to furnish and equip its premises and to do such other work as may be necessary or desirable to permit each Party to use its premises for its intended purposes.

5.6 Lease Agreement: Notwithstanding anything set out herein, the Region taking possession and occupying a portion of the Co-locate Facility is conditional on the Parties executing an Approved lease agreement for the Region's occupation of a portion of the Co-locate Facility for the Satellite Station (the "**Lease Agreement**").

## **6. CONTRIBUTION BY THE REGION**

6.1 The City shall have sole responsibility for administering the General Construction Contract, Architect's Agreement, Construction Contracts, if any, and will advance payments, certified by the payment certifier in accordance with the payment terms contained in the contract documents.

6.2 Project Costs shall be within both the Cost Estimate and the Budget: The Region and the City agree that no Project Costs are to be incurred unless such Project Costs are contemplated by and within the limits of both the Cost Estimate and the Budget, except for:

- (a) any costs and expenses incurred in connection with a direct and immediate response to an emergency respecting the design and construction of the Co-Locate Facility;
- (b) costs and expenses in excess of the Budget as are Approved; or
- (c) costs and expenses incurred in connection with a Party Mandatory Change, a Project Mandatory Change or an Optional Change.

6.3 Parties' Project Cost Shares: Subject to readjustment pursuant to Sections 6.4 and 6.13 herein, all Project Costs incurred by the City in accordance with this Agreement shall be paid for by the Parties in accordance with their respective Project Cost Share as set forth in the definition of Project Cost Share in Section 1.1 herein.

6.4 Certificate: Upon Total Completion of the design and construction of the Co-Locate Facility, without limiting any other obligations of the Architect under the Architect's Agreement, the Parties shall cause the Architect to prepare and issue to the Region and the City a certificate verifying the following:

- (a) the total gross floor area of the Building;
- (b) the total gross floor area of the FS 214;
- (c) the total gross floor area of the PSS; and
- (d) the Project Costs. The City, in consultation with the Region, shall instruct the Architect as to the method for valuing different types of work and materials supplied to the Co-Locate Facility in order to arrive at the Project Costs.

6.5 Payment: Each Party shall promptly pay forthwith its respective Project Cost Share incurred in accordance with this Agreement from time to time as such amounts become due and payable. With respect to Project Costs which become due and payable under the Architect's Agreement, the General Construction Contract or under any Construction Contract, the parties shall pay their respective Project Cost Share of such Project Costs in accordance with Sections 6.6 to 6.15 below.

6.6 Funding Project Mandatory Changes: If a Project Mandatory Change is required, then, the additional costs resulting from such Project Mandatory Change, if any (referred to as "Excess Costs"), will be shared by the Region and the City in accordance with Section 6.3.

6.7 Funding Party Mandatory Changes: If a Party Mandatory Change is required, then, the additional costs resulting from such Party Mandatory Change shall be paid by the City if relating to FS 214 and by the Region if relating to PSS and to extent such Party Mandatory Change or any portion thereof does not relate exclusively to the FS 214 or PSS, responsibility for payment thereof shall be allocated by the City acting reasonably between the Parties and failing such allocation in accordance with Section 6.3.



- 6.8 Funding Optional Changes: The full cost of an Optional Change shall be paid by the Party requiring the Optional Change.
- 6.9 Funding Agent: The City shall act as agent (the "Funding Agent") for purposes of administering payment to the Architect, the Contractors, if any, and the General Contractor of Progress Payments or any other invoices it receives for Project Costs. The Funding Agent, upon receiving an invoice from a Consultant, Contractor, General Contractor, Architect or other vendor including but not limited to utilities, municipal departments, or authorities having jurisdiction, the City shall pay the invoice in accordance with the *Construction Act*. The City shall prepare and submit to the Region the City's invoice, together with any other supporting documentation that the Region may reasonably require, the Region's share being determined in accordance with the Region's Project Cost Share as set out in Section 1.1 and as provided in Section 6.3 which may be delivered to the Region either electronically or by facsimile transmission. The City's invoice will include a break down of all costs being charged to the Region, including the non-recoverable 1.76% HST (if applicable). The Region will pay to the City within thirty (30) Calendar Days following the date of receipt of the City's invoice, the amount required to be paid by the Region on account of the Region's Project Cost Share, and where applicable, any Party Mandatory Changes or Optional Changes for which the Region is responsible, as determined in accordance with this Agreement, unless the Region gives written notice that it disputes the City's invoice together with the reasons for the Region's dispute within five (5) business days of receipt, in which latter event the disputed invoice shall be referred to the dispute resolution process described in Section 8 herein. The Funding Agent shall use reasonable commercial diligence in releasing Progress Payments to the General Contractor or Contractors, if any, including without limitation ensuring that the Funding Agent has in hand for each of the Progress Payments the following:
- (a) an Architect's Certificate with supporting documents as required under the General Construction Contract;
  - (b) a General Contractor's Certificate or Contractor's Certificate with supporting documents as required under the General Construction Contract or Construction Contract; and
  - (c) confirmation that there are no claims for a lien at the time the Progress Payments are made.
- 6.10 Architect: The Architect, as payment certifier under the General Construction Contract and Construction Contracts, if any, shall be required to issue Architect's Certificates for Progress Payments and for such other purposes as may be required under the General Construction Contract or otherwise by the City, and to deliver all such Architect's Certificates to the City.
- 6.11 Delays in Payments: The City may decide, in its sole discretion, to withhold or delay any of the Progress Payments, in accordance with the *Construction Act*, if the City, acting reasonably, has a dispute with the General Contractor or Contractor in respect of construction of the Project, provided that in such case any costs, penalties, interest and other claims resulting from the withholding or delay of any of the Progress Payments will be shared by the Parties in accordance with their respective Project Cost Share as set forth in the definition of Project Cost Share in Section 1.1 herein.
- 6.12 All monies paid by the Region to the City pursuant to this Agreement shall be used solely for the development and construction of the PSS and any associated works and the City's costs associated with administering said contracts.
- 6.13 In the event that interim provisions for services and utilities including but not limited to sanitary, storm, gas, hydro and water supply are required to serve the Building pending hook up to municipal services and utilities, each Party shall pay its Project Cost Share of the cost of said interim provisions, as well as applicable taxes in accordance with Section 6.9 herein.
- 6.14 The City shall record all amounts received from the Region hereunder and deposit same into a separate account and shall ensure that all such amounts are used only for the purpose of paying for cost items identified in the monthly invoices.
- 6.15 Notwithstanding section 2.3, the Parties agree that they have entered into this Agreement on the understanding that the Region's contribution to the total construction cost (hard and soft costs) of the Satellite Station, subject to section 6.13 is estimated to be \$1,530,000 +

20% contingency + any cost increase solely due to COVID-19 (the "Estimated Construction Costs for the PSS"). The City shall make all reasonable efforts to maintain the construction costs at or below the "Estimated Construction Costs for the PSS". In the event that the Region requests a change from the approved detailed design (which must be requested in writing) that is accepted by the City and results in costs over and above the Estimated Construction Cost for the PSS, the Region shall be responsible for said over and above costs (whether such costs are hard or soft costs), as are determined by the City and as are described by the City in writing.

## **7. INDEMNITY**

- 7.1 Each of the Region and the City will indemnify and save harmless the other from and in respect of all manner of action, or actions, cause and causes of action, suits, debts, duties, dues, accounts, covenants, contracts, claims, charges, demands or other proceedings of any nature whatsoever at law or equity and any costs, expenses or damages arising out of the breach by such Party of its covenants and obligations hereunder. The indemnities in this provision shall survive the expiration or other termination of this Agreement.

## **8. DISPUTE RESOLUTION**

Differences between the Parties as to the interpretation, application or administration of this Agreement or any failure to agree where agreement between the Parties is called for pursuant to this Agreement (a "Dispute"), which are not resolved by the Parties administering this Agreement, shall be resolved in accordance with this clause.

- (a) If the Parties have not been able to resolve the Dispute in a prompt and expeditious manner and in any event within five (5) business days after delivery of a written request from one Party to the other to resolve the Dispute, either Party may deliver a further request by written notice to the other that the Dispute be escalated to Senior Management;
- (b) In the event such a request by written notice is made, each Party shall make available the senior management person specified below ("Senior Management") who shall meet within five (5) business days after such request is made at the offices of the Party making the request to attempt to resolve the Dispute. The Senior Management appointee for each Party is as follows:  
  
Brampton:      Commissioner, Public Works and Engineering or designate  
  
Peel:              Commissioner of Health or designate;
- (c) If the Dispute is not settled by the Senior Management subject to any required Council approval(s) within five (5) business days after such escalation, either Party may during the following five (5) business days request by written notice to the other that the Dispute be escalated to the a committee composed of the respective CAO's, Solicitor and Senior Management appointee for each Party (the "Dispute Resolution Committee");
- (d) In the event such a request by written notice is made, each Party shall make available its members of the Dispute Resolution Committee who shall meet within five (5) business days after such request is made at the offices of the Party making the request to attempt to resolve the Dispute;
- (e) If the Dispute is not settled by the Dispute Resolution Committee subject to any required Council approval(s) within five (5) business days after such escalation, either Party shall be entitled to provide notice to the other that it wishes the Dispute to be settled by arbitration, in which case the Dispute shall be arbitrated in Brampton, Ontario pursuant to the *Arbitration Act*, S.O. 1991, c.17, as amended, before one (1) arbitrator who shall be a lawyer in good standing with Law Society of Ontario with substantial and verifiable experience in the law relating to construction, such arbitrator to be mutually agreed upon by the Parties;
- (f) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator and shall be completed and a binding award rendered in writing within thirty (30) days after commencement of the hearing unless exceptional circumstances warrant delay. The decision of the arbitrator may be entered in any court of competent jurisdiction and execution entered thereupon forthwith;

- (g) Each Party shall bear the cost of preparing its own case. The arbitrator shall have the right to include in the award the prevailing Party's costs of arbitration and reasonable fees of attorneys, accountants, engineers and other professionals in connection with the arbitration.

## **9. EVENTS OF DEFAULT AND TERMINATION**

- 9.1 Any of the following circumstances is a default under this Agreement (hereinafter called an "Event of Default"):
  - (a) if a Party shall fail to make any payment required hereunder and such failure shall continue for a period of thirty (30) days after written notice thereof has been given by another Party pursuant to the provisions of this Agreement; and/or
  - (b) other than a default under (a) above, if a Party shall be in default under any of the provisions of this Agreement and such default continues for a period of fourteen (14) days after written notice thereof has been given by the other Party or such longer period as is reasonable as long as the defaulting Party is acting with all due diligence to cure such default.
- 9.2 In the case of an Event of Default prior to the General Construction Contract being awarded, at the option of the non-defaulting Party, this Agreement shall cease, terminate, and become null and void.
- 9.3 In the case of an Event of Default after the General Construction Contract has been awarded, the non-defaulting Party shall be entitled to make any decisions and perform any obligations on behalf of the defaulting Party and at the sole cost and expense of the defaulting Party plus an administration fee of 20%, payment of which shall either be added to the Region's Project Cost Share (if the Region is the defaulting Party) or subtracted from the Region's Project Cost Share (if the City is the defaulting Party).

## **10. NOTICE**

- 10.1 Any and all information, records, notices, approvals, waivers, agreements, extensions or other communications pursuant to this Agreement given by the City or the Region shall be in writing unless the Parties to this Agreement agree otherwise in writing.
- 10.2 Any notices required to be given pursuant to this Agreement hereunder in writing shall be deemed to be given if personally delivered, mailed by prepaid first class mail, postage prepaid at any time other than during a regular discontinuance of postal services due to a strike, walk out or otherwise, or email transmission followed by post, and addressed to the Party to whom it is given as follows:

Region:

The Regional Municipality of Peel  
7120 Hurontario Street,  
Mississauga, ON L5M 2C2

Attention: Jason Lum-Yip, Manager, Construction Project Management

City:

The Corporation of the City of Brampton  
2 Wellington Street West  
Brampton, Ontario L6Y 4R2

Attention: Ali Jourabloo, Manager, Building Design and Construction, Public Works and Engineering

- 10.3 Any notice shall be deemed to have been given to and received by the Party to whom it is addressed if:
  - (a) delivered on the date of delivery;
  - (b) received on the fifth day after mailing thereof; or
  - (c) emailed on the date of email transmission.

## **11. INSURANCE**

- 11.1 The City shall, at its own expense, during the construction of the Satellite Station, cause to be maintained Builder's Risk insurance in accordance with the City's General Construction Contract with the General Contractor. The City shall provide evidence that the General Contractor shows the Region as a named insured loss payee on the builder's risk insurance for 110% of the value of the construction of the Satellite Station and also as an additional insured on the General Contractor's general liability insurance policy with a policy limit of not less than five million dollars, the costs of which shall be solely payable by the Region in accordance with Section 6.9 herein.
- 11.2 In the General Construction Contract between the City and General Contractor, the City shall cause the General Contractor to indemnify and save harmless the Region, its employees, agents, elected officials, volunteers from and against any and all claims, actions, demands, losses, damages, liabilities, costs and expenses (including legal fee on a solicitor and client basis) of any kind whatsoever (any or all of the foregoing hereinafter referred to as 'Losses'), including without limitation Losses for injury to or death of persons whomsoever and for damage to, loss of or destruction of property, insofar as such Losses (or actions in respect thereof) arise out of or are based upon breach of the General Contractor's obligations under the General Construction Contract, breach of regulatory obligations, negligence or willful act or omission of the contractor, sub-contractor, agents or employees or any person whom the General Contractor may at law responsible, except to the extent that liability is attributable to the negligent or willful acts or omission of the Region.

## **12. GOOD FAITH**

Each Party hereto agrees to act, including its staff, and any other employees, officers, representatives and agents from time to time, and at all times, honestly and in good faith and with all due diligence and dispatch in taking all actions and in making all decisions pertaining to the development and construction of the Co-locate Facility.

## **13. REGISTRATION**

Both Parties agree that this Agreement shall not be registered.

## **14. ASSIGNABILITY**

- 14.1 Neither Party shall assign or transfer this Agreement, in whole or in part, without the consent of the other, which may be arbitrarily withheld.

## **15. AMENDMENTS**

- 15.1 Any changes, alteration or amendment to this Agreement other than as herein specifically authorized shall be made in writing and signed by representatives of both the Region and the City who can bind the respective Parties.

## **16. GENERAL**

- 16.1 **Interpretation** - Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the female gender and vice versa, and words importing persons shall include firms and corporations and vice versa. Unless the context otherwise requires, the word "Region" and the "City" wherever used herein shall be construed to include and shall mean the successors and/or assigns of the Region and the City respectively.
- 16.2 **Applicable Law** - This Agreement shall be governed, construed and enforced according to the laws of the Province of Ontario.
- 16.3 **Invalidity** - In the event that any of the terms, conditions, or provisions contained in this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 16.4 **Waiver** - No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No forbearance by any Party to seek a remedy for any breach by any other Party of any provision of this Agreement shall constitute a waiver of any rights or remedies with respect to any subsequent breach.

- 16.5 **Further Assurances** - The City and the Region each shall and will make its best and timely effort upon the reasonable request of the other to, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deed, things, devices and assurances whatsoever necessary to give effect to this Agreement, and the terms and conditions contained herein.
- 16.6 **No Partnership** - The Parties disclaim any intention to create a partnership or to constitute either of them the agent of the other. Nothing in this Agreement shall bind the Parties or either of them, as partners or agents nor, except as may be expressly provided in this Agreement, constitute either of them the agent of the other Party.
- 16.7 **Municipal Authorities** - The Parties acknowledge and agree that nothing in this Agreement shall be deemed to fetter or interfere with either Party's responsibilities and rights as municipal bodies to grant regulatory approval such that "approval" or "request" as provided for in this Agreement is not meant to reflect the responsibilities of either Party as a municipality.
- 16.8 **Binding Effect and Entire Agreement** - This Agreement together with the MOU shall constitute the entire Agreement between the Parties related to the content of this agreement, and it shall ensure to the benefit of and be binding upon the City and the Region and their respective successors and permitted assigns.
- 16.9 **Currency** - Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful Canadian funds.
- 16.10 **Reasonableness** - Whenever, unless otherwise indicated in the Agreement, a Party (the "Deciding Party") is making a determination (including, without limitation, a determination of whether or not to provide its consent or approval where the Deciding Party's consent or approval is required), designation, calculation, estimate, conversion or allocation under this Agreement, the Deciding Party shall (unless this Agreement specifically provides to the contrary) act reasonably and in good faith. If the Deciding Party refuses to provide its consent or approval when requested to do so, it shall provide the Party requesting such consent or approval (the "Requesting Party") with the reasons for its refusal at the same time as it advises the Requesting Party that it refuses to provide its consent or approval.
- 16.11 The Parties acknowledge and agree that the recitals herein are true and accurate and together with Schedules "A", "B", "C", and "D" attached hereto shall form part of this Agreement.
- 16.12 If applicable, the Parties agree that the execution of this Agreement may be facilitated through facsimile or electronic means and/or this Agreement may be executed in several counterparts and any such facsimile or electronic copy and any such counterpart shall be deemed to be an original Agreement, and such facsimile or electronic copies or such counterparts together shall constitute one and the same Agreement and shall have the same force and effect as an executed original.
- 16.13 If applicable, the Parties agree that the execution of this Agreement by either Party may be facilitated through an electronic approvals process (the "Approval Process") whereby an e-mail confirmation is provided by the signing Party to the other Party to evidence the execution of the Agreement and binds the individual/corporation, which e-mail confirmation shall be attached to this Agreement and shall have the same force and effect as an executed original. Each of the parties shall maintain a record of such electronic documents pursuant to this Approval Process and shall provide an executed copy of the Agreement to the other Party with a wet signature, within a reasonable time following the termination of the latter of any municipal, provincial, or federal Declaration of Emergency in effect in Peel in relation to the COVID-19 pandemic (the "Declaration"). This Approval Process shall apply only to the extent that this Agreement is executed during the period in which the Declaration is in effect.

[signature page follows]

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, The Region has, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021  
executed this Agreement.

**THE REGIONAL MUNICIPALITY OF PEEL**

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Regional Corporation

**IN WITNESS WHEREOF** the City has, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021  
executed this Agreement.

Authorization By-Law No.  _____	
Approved as to form - Legal  _____  _ _ _ _	Approved as to content- BDC  _____  _ _ _ _

**THE CORPORATION OF THE  
CITY OF BRAMPTON**

Per: \_\_\_\_\_  
Name:  
Title:

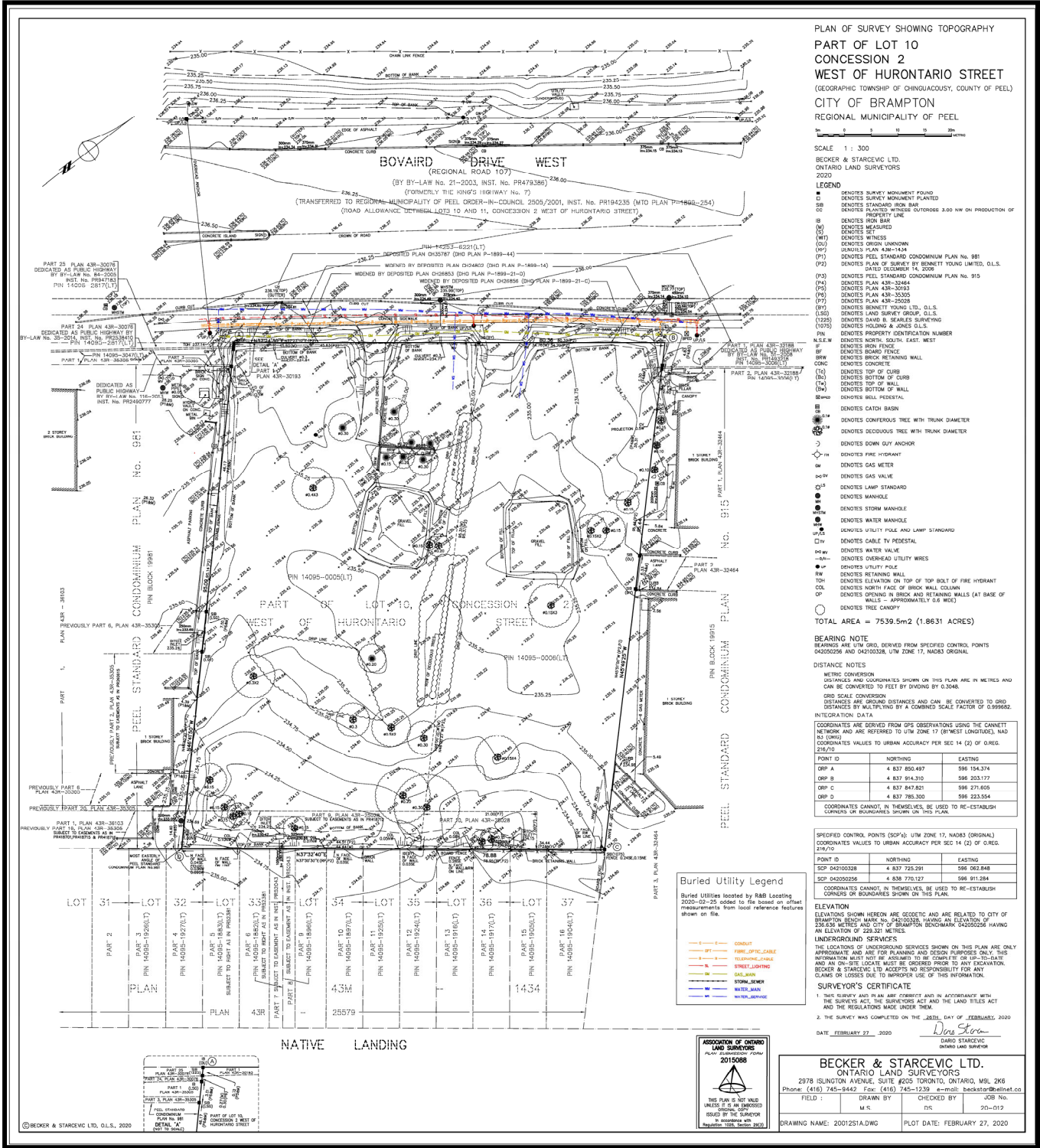
Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

**SCHEDULE "A"**

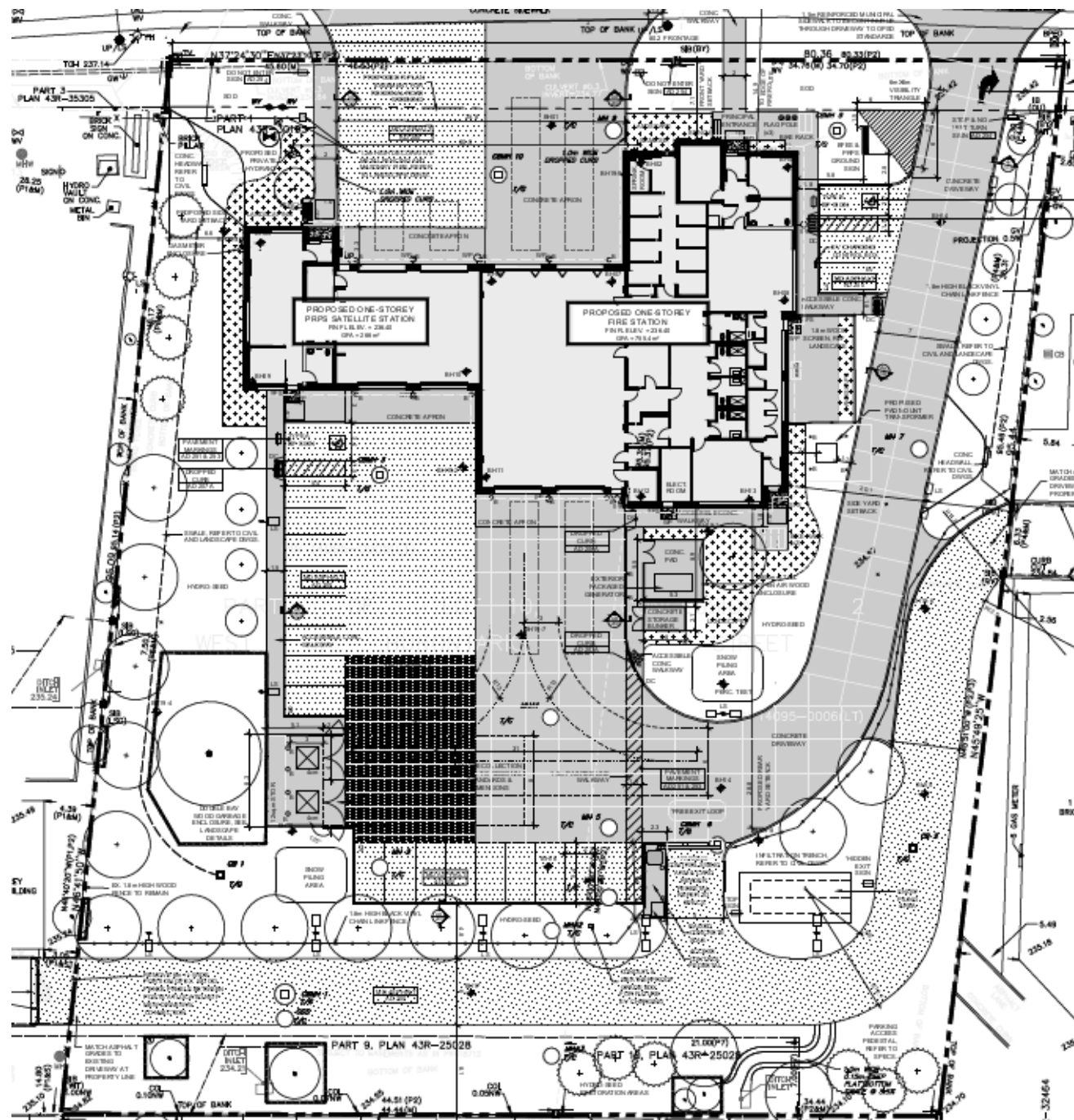
**LEGAL DESCRIPTION**

Part Lot 10 Concession 2, West of Hurontario Street, Parts 1 to 9 Plan 43R39811; Subject to an Easement over Part 5 Plan 43R39811 as in PR418712; City of Brampton, Regional Municipality of Peel and identified as PIN: 14095-3054





**SCHEDULE "B"**  
**PRELIMINARY CONCEPTUAL SITE PLAN**





**SCHEDULE “C”**

**REVIEW AND COMMENT SCHEDULE**

**Review and Comment:**

The City shall submit, or cause to be submitted to the Region, project submittals as and when deemed necessary by the City's Project Manager, including but not limited to; plans and other documents and materials (in sufficient detail and with all ancillary materials in order to enable the Region to make an informed assessment) pertaining to the Co-locate Facility for comment by the Region at each of the following stages or events:

- Development and Construction Schedule
- Design in accordance with the MOU
- Working drawings
- Construction Cost Estimate
- Project Costs Estimate including the City Management Fees, Consultant fees and all other soft costs the City will charge the Region as agreed
- Tendering stage
- Construction
- Commissioning
- Project Closeout

(collectively, the “Project Submittals”)

Upon written request by the City, the Region shall provide its written comments on each of the Project Submittals to the City's Project Manager, within five (5) Business Days following Region's receipt thereof. The Region will also consider any reasonable request by the City to expedite the timelines. The City will also consider any reasonable request by the Region to extend the timelines, provided no such extension shall exceed five (5) Business Days.

For the purposes of facilitating and expediting review and, where applicable, correction or amendment of any Project Submittal, the Parties shall meet as may be mutually agreed to discuss and review any outstanding submittals and any comments thereon. Further, the Parties agree to a joint quarterly site visit to review the progress of the Project development, said site visits to be scheduled by the City's Project Manager.

In the event the Region does not provide any comments on any Project Submittal made by the City in accordance with and within the time stipulated above, the Region shall be deemed to have accepted such Project Submittal.

**SCHEDULE D**

MEMORANDUM OF UNDERSTANDING ("MOU")

Between The Corporation of the City of Brampton and The Regional Municipality of Peel dated April 4, 2019

(Attach PDF)

## **MEMORANDUM OF UNDERSTANDING ("MOU")**

Between:

**The Corporation of the City of Brampton**  
(hereinafter called the "City")

and

**The Regional Municipality of Peel**  
(hereinafter called the "Region")

(the City and the Region collectively referred to herein as the "Parties")

**WHEREAS** the City has entered into an Agreement of Purchase and Sale (the "APS") to acquire certain lands and premises located at 917 and 927 Bovaird Drive West in the City of Brampton and legally described as Parts of Lot 10, Concession 2, West of Hurontario Street (Chinguacousy), City of Brampton, Regional Municipality of Peel and identified as PIN #'s 14095-0005 and 14095-0006 (the "Lands") and the APS remains conditional upon the City completing and being satisfied with its due diligence investigations (the "Condition");

**AND WHEREAS** the City is responsible for operating Brampton Fire and Emergency Services and the Region is responsible for operating Peel Regional Paramedic Services;

**AND WHEREAS** subject to the satisfaction of the Condition and completion of the APS, it is the City's intention to construct a new Fire Station on the Lands (hereinafter called the "Fire Station");

**AND WHEREAS** the Region wishes to co-locate a paramedic satellite station on the Lands (the "Paramedic Station");

**AND WHEREAS** the Parties recognize that such co-location of the Paramedic Station and Fire Station would reduce the overall cost of providing essential emergency services;

**AND WHEREAS**, notwithstanding that the APS remains subject to the Condition and has yet to be completed, the Parties wish to agree upon certain binding terms pursuant to which the City shall proceed with the design work on behalf of the Parties for co-locating the Fire Station and Paramedic Station on the Lands including associated landscaping, access/egress driveways and vehicle routes, parking and site services (the "Design Project");

**AND WHEREAS** the Parties wish to confirm certain other non-binding mutual understandings, principles and assumptions with respect to the construction, operations, maintenance and lease of a Paramedic Station co-located with the Fire Station on the Lands (the "Project") and the definitive agreements required to be negotiated for sharing costs related to construction, maintenance and operations and for the Region's leasing of the Paramedic Station;

**AND WHEREAS** the City and the Region have obtained approval from their respective Councils for the Design Project, a budget to pay their respective share of the Design Project costs and delegated authority to enter into this MOU;

**NOW THEREFORE** in consideration of the exchange of two (\$2.00) dollars between the Parties, it is hereby agreed as follows:

1. The Parties have both obtained budget approval from their respective Councils sufficient to fund their respective financial obligations for the Design Project as set out herein.
2. The Parties hereby acknowledge that the recitals above are true and together with the attached Schedules form part of this MOU. The Parties further acknowledge the following:
  - a) Region has advised that Regional Council approval has been obtained for the Design Project and all phases of the Project including budget approvals for the Region's potential share of all design, construction and leasing costs, and delegated authority to execute this MOU;
  - b) City has advised that City Council approval has been obtained for only the Design Project including a design budget based on a potential co-location of the Paramedic Station and that there is delegated authority to execute this MOU;
  - c) City has advised that City Council approval has yet to be obtained for all phases of the Project including a construction budget, construction tender and co-location arrangements; and
  - d) Agreements must be negotiated and presented for approval to both Councils, if and as required, dealing with arrangements for the City's construction tender, construction and administration costs sharing (approvals, billing and documentation), commissioning and acceptance, lease, operational issues,

maintenance and capital cost sharing and operating based on occupancy and usage (collectively the "Project Agreements") on business terms satisfactory to the Commissioner of Corporate Services and on legal terms satisfactory to the Regional Solicitor.

## **DESIGN PROJECT**

3. The City shall be responsible for preparing the documentation to procure architectural consulting services for design of a co-located Fire Station and Paramedic Station on the Lands (the "Joint Facility") on behalf of the Parties and generally in accordance with the parameters outlined in the attached Schedule "A". The procurement document (Request for Proposal) shall include provision for contract administration services at the option of the City.

4. The Region shall provide the City with the Region's functional program, design standards and performance requirements for the Paramedic Station within two (2) weeks after the Region's execution of this MOU, following which the City may issue its Request for Proposal and subsequently proceed to award the contract for the Design Project work (the "Design Contract") notwithstanding that the Condition remains to be satisfied and/or the APS remains to be completed.

5. The City shall not be obligated to issue any Request for Proposal for the Design Work or having issued same shall not be obligated to award any Design Contract. In the event the City does award the Design Contract, Sections 6 to 19 below shall apply with respect to the completion of and payment for the Design Project.

6. Upon awarding the Design Contract, the City shall cause the design of the Joint Facility to be developed and completed. The Region, if and as requested by the City, shall participate in both formal and informal consultations with the City and/or the City's design consultant during the development of such design.

7. The City shall submit or cause to be submitted to the Region the plans and other documents and materials (in sufficient detail and with all ancillary materials in order to enable the Region to make an informed assessment) pertaining to the design of the Joint Facility for comment by the Region at the following intervals:

- (i) at 30% completion,
- (ii) at 60% completion,
- (iii) at 90% completion, and
- (iv) at 100% completion

(collectively, the "Design Development Submittals")

provided however that the Parties may agree, acting reasonably to revise the number of reviews and completion percentages required. The Parties acknowledge and agree that the Design Development Submittals shall be in accordance with the City of Brampton's Building Design and Construction Capital Projects Procedures.

8. The Region shall provide its written approval or written notice of amendments and/or comments on each of the Design Development Submittals to the City's representative named in Section 24 herein, within ten (10) Business Days following Region's receipt thereof. The Region will also consider any reasonable request by the City to expedite the timelines. The City will also consider any reasonable request by the Region to extend the timelines, provided no such extension shall exceed five (5) Business Days. Any Design Development Submittal that is amended in response to the Region's notice shall be resubmitted to the Region in which event the Region's obligations pursuant to this Section shall apply to such resubmission.

9. For the purposes of facilitating and expediting review and, where applicable, correction or amendment of any Design Development Submittal, the Parties shall meet as may be mutually agreed to discuss and review any outstanding submittals and any comments thereon.

10. In the event the Region does not provide any amendments or comments on any Design Development Submittal in accordance with and within the time stipulated by Section 8 above, the Region shall be deemed to have approved such Design Development Submittal.

11. The Region shall reimburse the City for the Region's proportionate share of all invoices issued to the City for Design Project work. The Region's proportionate share for such invoices shall be based upon the gross floor area of the proposed Paramedic Station relative to that of the proposed Joint Facility as designed and certified by the City's design consultant after 100% completion of the Design Project (the "Region's Proportionate Share"). Until such certification, the Region's Proportionate Share shall be deemed to be 25% which the Parties acknowledge and agree is their best current estimate of what the Region's Proportionate Share will be.

12. The City shall provide the Region a copy of each original invoice issued to the City for Design Project work together with the City's invoice for the Region's Proportionate Share thereof. The Region shall pay each invoice issued by the City net within thirty (30) calendar days of receipt unless the Region gives written notice that it disputes the City's invoice together with the reasons for the Region's dispute within two (2) business days of receipt, in which latter event the disputed invoice shall be referred to the

dispute resolution process described in Section 19 herein.

13. Upon completion of the Design Project and the City's receipt from the City's design consultant of the certification determining the Region's Proportionate Share, all previous invoices issued by the City to the Region shall be amended according to such certification and sent to the Region and all necessary reconciliations, credits or payments shall be made within thirty (30) calendar days of receipt.

14. Following the City's receipt of all payments due pursuant to all invoices and amended invoices for the Design Project as rendered by the City in accordance with the foregoing, the City shall give written notice to the Region once City Council has approved or refused to approve the Project including a construction budget, construction tender and co-location arrangements or any of the Project Agreements.

15. In any of the following events:

- (a) City Council does not approve the Project;
- (b) the Region elects not to proceed with the Project prior to executing the Project Agreements;  
or
- (c) the Parties have not negotiated, obtained all required Council approvals and authority to execute and executed all of the Project Agreements on or before the later of December 31, 2020 or the date which is the first anniversary of the 100% Design Development Submittal being given to the Region;

the City shall request its design consultant to revise the Design Project to delete the Paramedic Station, the Region, unless the City has not made reasonable efforts to negotiate the Project Agreements, shall reimburse the City for all additional design costs the City incurs in connection with such revisions within thirty (30) calendar days of receiving the City's invoice and a copy of the invoice from the design consultant and the City shall be released from any further obligation or liability under this MOU.

16. In the event the Region requests alterations to the Paramedic Station component after the Region's approval or deemed approval of the 100% Design Development Submittal and prior to the execution of the Project Agreements by the Parties and the City agrees to such request, the Region shall reimburse the City

for all additional design costs the City incurs in connection with such revisions within thirty (30) calendar days of receiving the City's invoice and a copy of the invoice from the design consultant.

17. Notwithstanding any other provision in this MOU, the Region's liability to the City for invoices relating to the completion and revision of the Design Project, excluding alterations requested by the Region pursuant to section 16, is not anticipated to exceed \$250,000.00 exclusive of HST.

18. In no event shall the City be obligated to complete the Design Project or be liable to the Region should the Condition not be satisfied or the APS not be completed or be completed other than in accordance with its terms. The City shall also not be liable to the Region in the event of any delay in the completion of the Design Project or revisions thereof.

19. In the event a dispute or disagreement (hereinafter called "Dispute") arises between the Parties in connection with the interpretation of any of the above provisions of this MOU or the compliance or non-compliance therewith, or the validity or enforceability thereof, or the performance or non-performance of either party to the Agreement, the dispute resolution process set out in Schedule "B" shall be followed by the Parties.

## **PROJECT**

20. Subject to the successful completion of the APS and receiving approvals from their respective Councils, the City intends to construct the Fire Station and the Region intends to co-locate the Paramedic Station on the Lands. To this end, the Parties contemplate negotiating and entering into Project Agreements including the following:

- a) a Joint Project Agreement similar to that which the Parties have negotiated as a template for all joint municipal projects providing for pre-construction work, construction contract procurement and administration, inspections, commissioning and cost sharing (but excluding any provisions relating to the Design Project);
- b) a Lease Agreement; and
- c) to the extent not included in a Lease Agreement, an agreement governing operational and maintenance issues and costs and such further and other agreements as may be required by the City;



all as may be necessary to give effect to the guiding principles as set out in Schedule "C" attached hereto. The Parties expect that each will seek all necessary approvals from their respective Council to ensure Project milestones are met including commissioning and operations.

21. The Parties acknowledge that if the Project proceeds, it is anticipated to achieve occupancy in 2021, subject to any delays in receiving approvals from regulating authorities or construction delays, and both Parties would use reasonable best efforts to obtain the earliest occupancy possible.

22. The Parties further acknowledge their mutual goal to create efficiencies in the City and the Region's mutual obligation to provide essential emergency services. The Parties shall recognize and respect each other's objectives in relation to obtaining these goals of efficiencies and cost savings.

23. It is the intention of the Parties that the City would manage the planning, design, site plan, permitting, construction and commissioning of the Project and would intend to deliver the Project by way of a stipulated sum contract (a modified form of CCDC2 as amended by the City of Brampton's supplementary conditions). The Region intends to have an active participation in decision making in relation to the Project and to be afforded the opportunity to review and comment and be consulted throughout the construction and inspection of the Project to determine that Regional needs are being met.

#### GENERAL

24. Any demand, notice or communication to be provided hereunder shall be in writing and may be given by personal delivery, by prepaid first class mail or by email or fax transmission, addressed to the Parties as follows:

If to City:       **The Corporation of the City of Brampton**  
2 Wellington Street West  
Brampton, Ontario, L6Y 4R2  
Telephone: (905) 874-3669  
Facsimile: (905) 874-3370  
Attention: Peter Gabor, Project Manager, Building Design and Construction,  
                  Community Services | City of Brampton  
Email: peter.gabor@brampton.ca

If to Region: **The Regional Municipality of Peel**

10 Peel Centre Drive

Brampton, ON L6T 4B9

Telephone: (905) 791-7800 ext.2469

Facsimile: (905) 791-3645

Attention: Mark Centrone, Program Manager | Construction Project Management  
Real Property Asset Management

Email: mark.centrone@peelregion.ca

or to such other address, email address or fax number as either party may from time to time notify the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been received by the party to which it is addressed on the day of actual delivery thereof; or if given by email or fax transmission, on the first business day (excluding Saturdays, Sundays and Statutory Holidays) following the transmittal thereof. Any notice sent by prepaid first class mail as aforesaid shall be deemed to have been delivered on the fifth (5th) business day (excluding Saturdays, Sundays and Statutory Holidays) following the date of mailing thereof provided that the postal services have not been interrupted in which case notice shall only be given by personal delivery, email or fax transmission as aforesaid.

25. Neither party shall assign or transfer this MOU.

26. This MOU shall be governed, construed and enforced according to the laws of the Province of Ontario.

27. No waiver of any provision of this MOU shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

28. The City and the Region each shall and will make its best and timely effort upon the reasonable request of the other to make, to execute, or cause to be made, done or executed, all such further and other lawful acts, deed, things, devices and assurance whatsoever necessary to give effect to the terms and conditions contained in this MOU and which are intended to be enforceable.

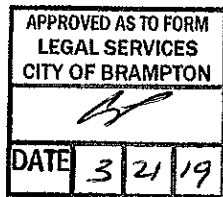
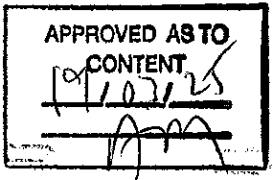
29. The Parties disclaim any intention to create a partnership or to constitute either of them the agent of the other. Nothing in this MOU shall bind the Parties or either of them, as partners or agents nor, except as expressly provided in this MOU, constitute either of them the agent of the other Party.

30. The Parties acknowledge and agree that with the exception of Sections 1 to 19 inclusive and Sections 24 to 32 inclusive, the provisions of and understandings contemplated by this MOU do not constitute an enforceable agreement at law, but rather a general statement, at this time, as to the basis on which the Parties intend to proceed. The Parties also acknowledge and agree that Project Agreements must be executed by the Parties if they wish to formalize such understandings and legally bind each other.

31. The Parties acknowledge and agree that nothing in this MOU shall be deemed to fetter or interfere with either Parties' responsibility and rights of municipal bodies to grant regulatory approval such that approval (request) as provided for in this MOU is not meant to reflect the responsibilities of either Party as a municipality.


32. This MOU may be executed and delivered in any number of counterparts with the same effects as if both Parties had signed the same document. Counterparts may be executed either in original or electronic form provided that any Party providing its signature in electronic form shall promptly forward to the other Party an original signed copy of this MOU which was so transmitted electronically.

IN WITNESS WHEREOF the City of Brampton has on this 27<sup>th</sup> day of MARCH, 2019 affixed its name and corporate seal under the hand of its signing officer on that behalf.



THE CORPORATION OF THE CITY OF BRAMPTON

Per

  
Name: Bill Boyes  
Title: Fire Chief

I have authority to bind the Corporation

Authorized Through Brampton By-law No. 216-2017

IN WITNESS WHEREOF The Regional Municipality of Peel has on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 affixed its name and corporate seal under the hand of its signing officer on that behalf.

THE REGIONAL MUNICIPALITY OF PEEL

Per

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation.

32. This MOU may be executed and delivered in any number of counterparts with the same effects as if both Parties had signed the same document. Counterparts may be executed either in original or electronic form provided that any Party providing its signature in electronic form shall promptly forward to the other Party an original signed copy of this MOU which was so transmitted electronically.

**IN WITNESS WHEREOF** the City of Brampton has on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 affixed its name and corporate seal under the hand of its signing officer on that behalf.

THE CORPORATION OF THE CITY OF BRAMPTON

Per \_\_\_\_\_

Name:

Title:

I have authority to bind the Corporation

Authorized Through Brampton By-law No.

**IN WITNESS WHEREOF** The Regional Municipality of Peel has on this 4th day of April, 2019 affixed its name and corporate seal under the hand of its signing officer on that behalf.

THE REGIONAL MUNICIPALITY OF PEEL

Per \_\_\_\_\_

Name: Nancy Polsinelli

Title: Commissioner Health Services

I have authority to bind the Corporation.

Den # L03-2019-5226

## **SCHEDULE "A" – PARAMETERS FOR DESIGN OF JOINT FACILITY**

- a) The Joint Facility will be designed to provide common site access and egress facilities (entry driveways / concrete aprons), garbage facilities;
- b) The Joint Facility will be designed with common site services including but not limited to gas, water, sanitary sewer, to service the Joint Facility;
- c) The Joint Facility will be designed to include separate metering wherever feasible for the Fire Station and Paramedic Station components and at a minimum will include separate metering for gas and electricity use;
- d) The Fire Station and Paramedic Station components of the Joint Facility will be designed to have separate mechanical and electrical building systems;
- e) The Joint Facility will be designed with a 100% emergency backup power to both the Fire Station and the Paramedic Station components. All costs associated with 100% emergency power generator, including fuel, periodic testing and inspection etc., will be shared between the City and the Region in accordance to the proportional share of the gross floor area of the Joint Facility;
- f) The Joint Facility will be designed to minimize the land area and Lot Frontage required for the joint facility and required facility operations. As such, the design of the Paramedic Station component will consider alternate apparatus bay configurations including side-by-side and tandem options during the Design Project;
- g) The Joint Facility design may consider a tandem apparatus bay configuration for the Paramedic Station component provided it can be demonstrated that the side by side design is more land consumptive or is detrimental to the overall facility design in the opinion of the City, in consultation with the Region and the Design Consultant;
- h) The Joint Facility design may utilize high speed bi-fold apparatus bay doors for the street facing building façade. High speed bi-fold apparatus bay doors or roll up over head doors may be used at the rear of the apparatus bay;
- i) The Joint Facility will be designed to achieve a high standard of energy efficiency by using the best principles of LEED, Passive House and Net Zero high performance building standards;
- j) The design of the Joint Facility will be required to meet a prescribed energy density target defined in the design RFP. It is not a requirement of the Joint Facility design to achieve certification in any specific voluntary building energy rating system or standard;
- k) The Joint Facility will be designed to maximize constructability and building durability, achieve increased quality control and minimize the construction schedule, and reduce reliance on skilled labour;
- l) The Region will provide suitable staff to participate in the selection of the design consultant through the Request for Proposal stage.

## SCHEDULE "B" – DISPUTE RESOLUTION PROCESS

- a) If the Parties have not been able to resolve the Dispute in a prompt and expeditious manner and in any event within five (5) business days after delivery of a written request from one party to the other to resolve the Dispute, either party may deliver a further request by written notice to the other that the Dispute be escalated to Senior Management;
- b) In the event such a request by written notice is made, each party shall make available the senior management person specified below ("Senior Management") who shall meet within five (5) business days after such request is made at the offices of the party making the request to attempt to resolve the Dispute. The Senior Management appointee for each party is as follows:  
  

<u>Brampton:</u>	Commissioner, Community Services or designate
<u>Peel:</u>	Commissioner of Health or designate;
- c) If the Dispute is not settled by the Senior Management subject to any required Council approval(s) within five (5) business days after such escalation, either party may during the following five (5) business days request by written notice to the other that the Dispute be escalated to the a committee composed of the respective CAO's, Solicitor and Senior Management appointee for each party (the "Dispute Resolution Committee");
- d) In the event such a request by written notice is made, each party shall make available its members of the Dispute Resolution Committee who shall meet within five (5) business days after such request is made at the offices of the party making the request to attempt to resolve the Dispute;
- e) If the Dispute is not settled by the Dispute Resolution Committee subject to any required Council approval(s) within five (5) business days after such escalation, either party shall be entitled to provide notice to the other that it wishes the Dispute to be settled by arbitration, in which case the Dispute shall be arbitrated in Brampton, Ontario pursuant to the *Arbitration Act, 1991* of Ontario, as amended, before one (1) arbitrator who shall be a lawyer in good standing with Law Society of Ontario with substantial and verifiable experience in the law relating to construction, such arbitrator to be mutually agreed upon by the Parties;
- f) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator and shall be completed and a binding award rendered in writing within thirty (30) days after commencement of the hearing unless exceptional circumstances warrant delay. The decision of the arbitrator may be entered in any court of competent jurisdiction and execution entered thereupon forthwith;
- g) Each party shall bear the cost of preparing its own case. The arbitrator shall have the right to include in the award the prevailing party's costs of arbitration and reasonable fees of attorneys, accountants, engineers and other professionals in connection with the arbitration.

## **SCHEDULE "C" – GUIDING PRINCIPLES FOR PROJECT AGREEMENTS**

### **(Construction, Lease and Maintenance and Operations)**

- a) The City Project representative as assigned shall be the sole point of contact between the Region and the Consultant or the General Contractor;
- b) The Region will provide suitable staff to participate in the Tendering process to select a General Contractor;
- c) The Region may attend all construction review meetings. All Regional construction review comments are to be directed through the City representative;
- d) The City and the Region will enter into Project Agreements including a Joint Project Agreement, a Land Lease Agreement, an operational and maintenance agreement and such other agreements as the City may require, which agreements shall provide for the Region to share in all capital and operating costs of the Facility and any replacement thereof;
- e) The Land Lease Agreement shall obligate the Region to pay a base rental amount (the "Lease Rental Amount") calculated in accordance with the following:
  - i. The Lease Rental Amount shall be a lump sum payment which reflects the Region's proportionate share of the purchase price of the Lands;
  - ii. The Region's proportionate share of the purchase price of the Lands will be equal to the total gross floor area of the Joint Facility to be occupied by the Paramedic Station relative to that of the proposed Joint Facility as designed and certified by the City's design consultant after 100% completion of the Design Project (the "Region's Proportionate Share"). Until such certification, the Region's Proportionate Share shall be deemed to be 25% which the Parties acknowledge and agree is their best current estimate of what the Region's Proportionate Share will be;
  - iii. In the event that the Parties enter into a Land Lease Agreement prior to 100% completion of the Design Project the Lease Rental Amount will be \$706,875.00;
  - iv. Either the City or the Region may terminate the Land Lease Agreement at any time during a renewal term, after the expiry of the initial forty (40) year term.
  - v. In the event of termination of the Land Lease Agreement after the expiry of its initial forty (40) year term or during any renewal term, there will be no reimbursement of the Lease Rental Amount, any other pre-paid rents or any portion(s) thereof;
  - vi. In the event of termination of the Land Lease Agreement during the initial forty (40) year term, other than as a result of a default by the Region, or either Party exercising a right to terminate pursuant to the terms of Land Lease Agreement, or an agreement between both Parties to terminate, the City may reimburse the Region a pro rata portion of the Lease Rental Amount based on the unexpired portion of such initial forty (40) year term;
  - vii. After 100% completion of the Design Project and certification of the Region's Proportionate Share by the City's design consultant, a reconciliation of the Lease Rental Amount will be applied;
  - viii. The Lease Rental Amount shall be remitted to the City by the Region in full upon execution of the Land Lease Agreement.



- f) The Land Lease Agreement will have an initial term of forty (40) years, with options to renew for 2 additional terms of 20 years and shall provide that any such renewal terms shall be free of additional base rent but shall require the Region to pay as additional rent the operational and maintenance costs including those mentioned below and such other capital and operating costs as the parties agree to in any of the Project Agreements;
- g) The parties acknowledge that it is in the best interests of the City that the Joint Facility be designed and constructed such that the portion of the Lands required is minimized and that the balance of the Lands are commercially developable, desirable and/or maximized such that the City can declare surplus and sell such excess lands as the City may determine in its sole discretion and for the City's sole benefit.
- h) The Joint Facility will be designed to maximize constructability and building durability, and minimize the construction schedule, and reduce reliance on skilled labour;
- i) The Region will be fully responsible for all operational and maintenance costs associated with the Paramedic Station's mechanical and electrical systems and other building systems and components related to their tenancy including but not limited to:
  - 1. Control systems;
  - 2. Communications;
  - 3. Gas detection and extraction;
  - 4. Apparatus bay doors;
  - 5. Tenant Improvements and furniture, fixtures and equipment;
- j) The City will be responsible to maintain Common Elements including: the building envelope; roof and exterior wall components; site services; paved surfaces; and landscaping in a state of good repair (SOGR). The Region will be responsible for a proportional share of the SOGR costs equal to the proportional gross floor area of the Joint Facility occupied by the Paramedic Station;
- k) For all other site related operations and maintenance costs that cannot be separately metered or apportioned to the Paramedic Station, including but not limited to:
  - 1. Landscaping;
  - 2. Snow removal;
  - 3. Garbage removal;

the Region will be responsible for a proportional share of operational and maintenance costs equal to the proportional gross floor area of the Joint Facility occupied by the Paramedic Station.

# Report City Council

The Corporation of the City of Brampton

---

## Summary of issue

On December 9, 2020, the Brampton City Council (the “City Council”) adopted a resolution to refer to me, in my capacity as Integrity Commissioner of the City of Brampton, the following question:

That the questions of dates in relation to the agreement be referred to the Integrity Commissioner for investigation and/or advice.

The referral was sent to me by letter on January 14, 2021 (the “January Letter”).

The referral stemmed from a series of incidents from approximately September 2019 until March 2020. A written contract for services between one of the councillors and a consultant was produced in March 2020 (the “Contract”). The Contract was dated September 10, 2019 but had not been produced or disclosed during any of the City Council proceedings between September 2019 and March 2020.

Certain members of City Council shared the concern that the councillor in question (the “Respondent”) may have misrepresented the existence of, and/or subsequently manipulated, the Contract. These are serious allegations.

## Review of jurisdiction

The January Letter did not specify which rules of the Council Code of Conduct (the “Code”) may have been violated by the Respondent. The January Letter requested an “investigation and/or advice” but did not elaborate on the precise nature of the advice requested.

Under the *Municipal Act, 2001* (the “Act”), I have the authority to provide advice to the City Council and members of the City Council regarding the application and interpretation of the Code. Section 223.3(1) of the Act includes the following:

**223.3** (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.

...

4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.

5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.

Under the terms of the Services Agreement between myself as Integrity Commissioner and the City of Brampton, my jurisdiction includes the following:

- Provide advice to the Mayor and Councillors, in respect of the Council Code of Conduct and the application of any procedures, rules and policies of the municipality governing the ethical behaviour of all Members of Council, either collectively or individually, as required.
- The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of Members of Council and members of local boards.
- Providing information to Council as to their obligations under the Code of Conduct, policies and procedures, rules and legislation governing members on ethical behaviour.
- Providing advice to Council on other policies and procedures that relate to the ethical behaviour of Members.

I have the jurisdiction to provide an opinion or advice when requested by the City Council regarding how the Code as well as any procedures, rules, and policies of the Municipality governs or applies to the ethical behavior of councillors. However, I have discretion regarding how I respond and the extent to which, if at all, I investigate and draw factual or legal conclusions.

### **Process followed**

After receiving the January Letter, I took steps to conduct a preliminary review to determine whether, on its face, this was a complaint with respect to noncompliance with the Code or an appropriate basis for giving formal advice or opinion.

For the reasons that follow, I have decided that it would not be appropriate for me to formally investigate or issue a formal report or advice in response to the January Letter. As that is my decision, I will not name any of the parties involved in the matter and will instead refer to them by their position or a pseudonym. Since this is not an investigation, this report does not constitute my findings of fact but rather an account of the allegations of fact as described to me and my reasons for not commencing an investigation or giving a formal decision.

In conducting my assessment, I reviewed the supporting documents and materials that accompanied the January Letter. This included a report prepared by City staff and minutes and recordings from different sessions of City Council. I also reviewed the minutes and recordings from relevant City Council *in camera* sessions.

I subsequently had informal conversations with all the councillors who wished to speak with me on this issue (in total 6, including the Respondent), and accepted emails and documents that were provided.

### **Review of allegations**

The incidents in question arose in the context of the City Council's discussions about the use and payment of consultants by councillors. The full details and history of this issue are not necessary to recount.

There was a consensus among the documents provided and the individuals interviewed that the following events occurred:

- Certain members of City Council were concerned about the use of and payments of consultants by councillors.
- On or around September 23, 2019, City staff emailed all councillors to request that, before the end of the following day, councillors provide the details of whether they had engaged the services of any consultants, the details of the agreement, and a contract if available. Responses were received from all the councillors except for the Respondent.
- At the November 4, 2019 session of City Council, the use and payment of consultants was discussed. The same day, the City Council moved to discontinue the use of consultants on a go-forward basis.
- At the November 20, 2019 session of the City Council the discontinuation of the use of consultants was ratified. For clarity, until that point the use and payment of consultants was permitted.
- On March 23, 2020, the finance staff of the City received an invoice for a cancellation of a contract with a consultant from the Respondent.
- On March 30, 2020, the finance staff of the City received a copy of a contract for services (i.e., the Contract) between the Respondent and a consultant, dated September 10, 2019.
- The consultant was ultimately paid by the City for the services rendered as well as a contract cancellation fee.

Based on my conversations with the Respondent, their version of the facts follows:

- In or around April 2019, the consultant began working for the Respondent. From then until August 2019, there was no written contract in place.
- In September 2019, the Respondent and the consultant agreed to draft a written contract. The consultant drafted the contract and presented it to the Respondent in person, dated

September 10, 2019. It was signed September 11, 2019. This was the contract later produced (i.e., the Contract).

- The Respondent received the September 2019 request from City staff for details regarding the use of consultants but did not respond.
- At the November 4, 2019, council session, the use of and payment of consultants by councillors was discussed. However, as councillors were permitted to use consultants, the Respondent did not feel they were obligated to volunteer any information about the existence or non-existence of a written contract at that point. The Respondent disagreed that there was a specific point at which they were specifically asked or should have disclosed the existence of a written contract.

Another councillor that I spoke with gave the following characterization of what occurred:

- This councillor did not observe a misrepresentation by the Respondent regarding the existence of a written contract at the November 4, 2019 session.
- This councillor did not believe that this was something that needed to be or should be investigated.

Three of the councillors I spoke with all provided, with slight variation, essentially the following version of events:

- In September 2019, City staff requested that councillors submit any written contracts that they had out with consultants. The Respondent did not give an answer.
- At the November 4, 2019 session, the Respondent was directly asked whether there was any further information about their consulting expenses and whether there was a written contract between the Respondent and a consultant. The Respondent replied that there was no written contract, only a verbal one.
- The Respondent did not provide any indication that they had a written contract with a consultant, until the Contract was produced in March 2020.
- When asked, the Respondent declined to give any justification for why the Contract was not produced until March 2020. The Respondent also declined to provide any documentation to support their proposed timeline.
- The councillors expressed a concern that the Contract might not be valid, and that the Respondent may have backdated or forged it, misled or lied to City staff, and misled or lied to City Council.

Another councillor I spoke with largely agreed with the above 3 councillors, but otherwise gave the following, slightly different version of what occurred:

- During the November 4, 2019 City Council meeting, the Respondent did not directly state that they did not have a written contract with a consultant at that time. However, the Respondent did not give a direct response to questions when they ought to have done so and did not provide information to the City Council when they ought to have.

- This councillor expressed the concern that the non-disclosure could be a violation of Rule 9 of the Code, which requires “Transparency & Openness in Decision Making and Member’s Duties”.

I was not presented with any direct evidence that Contract had been backdated, falsified, forged, or otherwise manipulated such that it was not in fact created on or around September 10, 2019, and signed on September 11, 2019.

I was also not provided with any corroborating documentation that would have supported the conclusion that the Contract was created on or around September 10, 2019 and signed on September 11, 2019.

In my review of the minutes and recording provided to me (including those from the *in camera* sessions), I did not discover a point at which the Respondent directly stated or represented that they did not have a written contract with a consultant in place at that time.

I also took the time to speak to the consultant in question, who confirmed the following for me:

- Their relationship with the Respondent was terminated in August of 2019 (I have seen the email).
- They and the Respondent embarked on a new consulting arrangement in September of 2019.
- The consultant in question presented that contract to the Respondent, and the parties signed it on September 11, 2019 at a social event.

## **Conclusion**

My decision is made following careful reflection of the referral and the documents and information provided to me, as well as the context of the request and my powers and purpose as the Integrity Commissioner.

The January Letter does not itself directly state what the alleged misconduct is or what Code rules are may have been broken. However, the allegations insinuated by the January Letter and directly expressed by certain of the councillors are extremely serious: a councillor accused of lying to City Council and/or forging a contract.

The only clear piece of evidence presented to me was circumstantial, in the form of a timeline that could be consistent with the suggested allegations (but equally, the timeline is capable of other interpretations as well). Notably, the allegations are themselves unclear – it is suggested that the Respondent may have either lied in November 2019 or forged a document at some point before March 2020 (or perhaps both).

The documentary and recorded evidence, as well as my conversations with the various councillors and the consultant in question, were contradictory and ultimately inconclusive. They certainly do not compel or even incline me to accept that the allegations made are true or bear an air of reality.

As the Integrity Commissioner, I have the discretion to decide whether or not I conduct a full investigation or provide a formal opinion to the City Council. In making this decision, I must weigh my duties as Integrity Commissioner and the nature and purpose of my role. It is important that the position remain credible, neutral, and objective in how it responds to complaints and referrals. This means that not every complaint will be investigated, and not situation will receive advice.

The referral in the January Letter mentions an investigation but the circumstances certainly do not constitute the reasonable and probable grounds necessary to conduct a full investigation.

The context of the January Letter leads me to conclude that the City Council is primarily seeking advice on this matter. However, to provide advice, I would have to treat the allegations as if they were true to draw any helpful conclusions. In some circumstances, assuming key facts may well be necessary and acceptable. This is not one of those cases.

To release a public opinion premised on the guilt of the Respondent would result in obvious prejudice to the Respondent no matter how theoretical my conclusions are. The utility that my advice could provide to City Council, when weighed against this unavoidable prejudice and the lack of convincing evidence, means that it would not be appropriate for me to proceed.

Further, I perceive that the immediate question for City Council is factual – whether or not what has been alleged occurred. I do not observe any urgent or critical need for a formal opinion on what the consequences of those allegations could be if true.

Given the uncertainty of the allegations, the absence or ambiguity of evidence, and the pernicious nature of the allegations, it is my decision that it would not be appropriate for me to conduct an investigation or provide an opinion at this point.

Sincerely,



**Muneeza Sheikh**  
Integrity Commissioner  
City of Brampton

*I would like to acknowledge my colleague, Michael VanderMeer, for assisting me in investigating this Complaint.*



## Minutes

### Planning and Development Committee The Corporation of the City of Brampton

**Monday, June 7, 2021**

- Members Present:
- Regional Councillor M. Medeiros - Wards 3 and 4
  - Regional Councillor P. Fortini - Wards 7 and 8
  - Regional Councillor R. Santos - Wards 1 and 5
  - Regional Councillor P. Vicente - Wards 1 and 5
  - City Councillor D. Whillans - Wards 2 and 6
  - Regional Councillor M. Palleschi - Wards 2 and 6
  - City Councillor J. Bowman - Wards 3 and 4
  - City Councillor C. Williams - Wards 7 and 8
  - City Councillor H. Singh - Wards 9 and 10
- Members Absent:
- Regional Councillor G. Dhillon - Wards 9 and 10 (personal)
- Staff Present:
- Chief Administrative Officer, David Barrick
  - Richard Forward, Commissioner Planning and Development Services
  - Allan Parsons, Director, Planning, Building and Economic Development
  - Rick Conard, Director of Building and Chief Building Official
  - Elizabeth Corazzola, Manager, Zoning and Sign By-law Services, Planning, Building and Economic Development
  - Bob Bjerke, Director, Policy Planning, Planning, Building and Economic Development
  - Andrew McNeill, Manager, Official Plan and Growth Management, Planning, Building and Economic Development
  - Jeffrey Humble, Manager, Policy Planning, Planning, Building and Economic Development
  - Steve Ganesh, Manager, Planning Building and Economic Development
  - David Vanderberg, Manager, Planning Building and Economic Development
  - Cynthia Owusu-Gyimah, Manager, Planning Building and



Economic Development  
Carmen Caruso, Central Area Planner, Planning, Building and  
Economic Development  
Himanshu Katyal, Development Planner, Planning, Building and  
Economic Development  
Kelly Henderson, Development Planner, Planning, Building and  
Economic Development  
Stephen Dykstra, Development Planner, Planning, Building and  
Economic Development  
Nicholas Deibler, Development Planner, Planning, Building and  
Economic Development  
Xinyue (Jenny) Li, Development Planner, Planning, Building and  
Economic Development  
Claudia LaRota, Policy Planner, Planning, Building and  
Economic Development  
Shahinaz Eshesh, Policy Planner, Planning, Building and  
Economic Development  
Bindu Shah, Policy Planner, Planning, Building and Economic  
Development  
Anthony-George D'Andrea, Legal Counsel, Legislative Services  
Peter Fay, City Clerk, Legislative Services  
Charlotte Gravlev, Deputy City Clerk, Legislative Services  
Shauna Danton, Legislative Coordinator, City Clerk's Office

---

**1. Call to Order**

Note: In consideration of the current COVID-19 public health orders prohibiting large public gatherings of people and requirements for physical distancing between persons, in-person attendance at this Planning and Development Committee meeting was limited and physical distancing was maintained in Council Chambers at all times during the meeting.

The meeting was called to order at 7:00 p.m., recessed at 10:17 p.m., reconvened at 10:30 p.m., and adjourned at 11:07 p.m.

As this meeting of the Planning and Development Committee was conducted with electronic participation by Members of Council, the meeting started with the City Clerk calling the roll for attendance at the meeting, as follows:

Members present during roll call: Councillor Santos, Councillor Vicente, Councillor Whillans, Councillor Palleschi, Councillor Bowman, Councillor Medeiros, Councillor Fortini, Councillor Williams, Councillor Singh

Members absent during roll call: Councillor Dhillon (personal)

2. **Approval of Agenda**

**PDC073-2021**

That the Agenda for the Planning and Development Committee Meeting of June 7, 2021, be approved as amended as follows:

To add:

9.1 - Discussion at the request of Regional Councillor Fortini, re: **Unlimited Height and Density Policy in the City of Brampton**

Carried

Note: The following items were withdrawn from the meeting agenda at the request of the Planning, Building and Economic Development Department and will be presented at the June 21, 2021, Planning and Development Committee Meeting.

5.3 - Staff report re: **Application to Amend the Official Plan and Zoning By-law - Glen Schnarr & Associates Inc. - TFP Mayching Developments Ltd. - File OZS-2021-0007**

11.2 - Correspondence re: **Application to Amend the Official Plan and Zoning By-law - Glen Schnarr & Associates Inc. - TFP Mayching Developments Ltd. - File OZS-2021-0007:**

1. Parvi Singh, Brampton resident, dated May 10, 2021, including a petition of objection containing approximately 58 signatures

3. **Declarations of Interest under the Municipal Conflict of Interest Act**

Nil

#### 4. **Consent Motion**

In keeping with Council Resolution C019-2021, the Meeting Chair reviewed the relevant agenda items during this section of the meeting and allowed Members to identify agenda items for debate and consideration, with the balance to be approved as part of the Consent Motion given the items are generally deemed to be routine and non-controversial.

The following items listed with a caret (^) were considered to be routine and non-controversial by the Committee and were approved at one time.

7.3, 7.4, 7.5, 11.3

The following motion was considered:

##### **PDC074-2021**

That the following items to the Planning and Development Committee Meeting of June 7, 2021, be approved as part of Consent:

(7.3, 7.4, 7.5, 11.3)

Yea (9): Regional Councillor Medeiros, Regional Councillor Fortini, Regional Councillor Vicente, Regional Councillor Santos, City Councillor Whillans, Regional Councillor Palleschi, City Councillor Bowman, City Councillor Williams, and City Councillor Singh

Nay (0): nil

Absent (1): Regional Councillor Dhillon

Carried (9-0-1)

#### 5. **Statutory Public Meeting Reports**

##### 5.1 **Staff report re: City-Initiated Official Plan Amendment and Zoning By-law Amendment to Implement Additional Residential Units (Garden Suites) Regulations**

Shahinaz Eshesh, Policy Planner, Planning, Building and Economic Development, and Claudia LaRota, Policy Planner, Planning, Building and Economic Development, presented an overview of the amendments that included the process to date, background, Bill 108 and the *Planning Act*, terminology, infrastructure capacity analysis, draft Official Plan and Zoning By-law

amendments, public survey and participation, Planning framework summary, next steps and contact information.

Committee consideration of the matter included questions of clarification with respect to the following:

- setbacks and parking provisions
- amenity servicing; regional and property owner responsibilities
- public notice and consultation; pathways for engagement
  - suggestion to engage in a more robust education campaign

The following motion was considered:

**PDC075-2021**

1. That the staff report re: **City-Initiated Official Plan Amendment and Zoning By-law Amendment to Implement Additional Residential Units (Garden Suites) Regulations** to the Planning and Development Committee meeting of June 7, 2021, be received;
2. That staff be directed to report back to Planning and Development Committee with the results of the Public Meeting and a staff recommendation;
3. That a copy of the report and Council resolution be forwarded to the Region of Peel for information; and,
4. That the correspondence from Roger Cawthorn, Brampton resident, dated May 31, 2021, re: City-Initiated Official Plan Amendment and Zoning By-law Amendment to Implement Additional Residential Units (Garden Suites) Regulations to the Planning and Development Committee meeting of June 7, 2021, be received.

Carried

5.2 Staff report re: **Application to Amend the Zoning By-law - Sukhman Raj - Corbett Land Strategies Inc. - File OZS-2021-0006**

Nicholas Deibler, Development Planner, Planning, Building and Economic Development, presented an overview of the application that included location of the subject lands, area context, design details, current land use designations, preliminary issues, technical considerations, concept plan, next steps and contact information.

Items 6.1 and 11.4 were brought forward at this time.

The following delegations addressed Committee and expressed their views, suggestions, concerns and questions with respect to the subject application:

1. Jonabelle Ceremuga, Corbett Land Strategies Inc.
2. Dennis and Ruth Taylor, Brampton resident
3. Carlo Cedrone, Brampton resident
4. Shawn Power, Brampton resident - not present
5. Mark Symington, Brampton resident - did not delegate due to technical difficulties
6. Dunc Gibson, Brampton resident
7. John Marskell, Brampton resident - not present
8. Beverly Dalziel, Brampton resident, via pre-recorded video
9. Megan Bennet, Brampton resident - not present

The following motion was considered:

**PDC076-2021**

1. That the staff report re: **Application to Amend the Zoning By-law - Sukhman Raj - Corbett Land Strategies Inc. - File OZS-2021-0006** to the Planning and Development Committee Meeting of June 7, 2021, be received;
2. That Development Services staff be directed to report back to the Planning and Development Committee with the results of the Public Meeting and a staff recommendation, subsequent to the completion of the circulation of the application and a comprehensive evaluation of the proposal;
3. That the following delegations re: Application to Amend the Zoning By-law - Sukhman Raj - Corbett Land Strategies Inc. - File OZS-2021-0006 to the Planning and Development Committee Meeting of June 7, 2021, be received:
  1. Jonabelle Ceremuga, Corbett Land Strategies Inc.
  2. Dennis and Ruth Taylor, Brampton resident
  3. Carlo Cedrone, Brampton resident
  4. Dunc Gibson, Brampton resident
  5. Beverly Dalziel, Brampton resident, via pre-recorded video

4. That the following correspondence re: Application to Amend the Zoning By-law - Sukhman Raj - Corbett Land Strategies Inc. - File OZS-2021-0006 to the Planning and Development Committee Meeting of June 7, 2021, be received:

1. Megan and Shane Bennett, Brampton residents, dated May 17, 2021
2. Shawn and Teresa Power, Brampton residents, dated May 31, 2021
3. Megan Katsumi, Brampton resident, dated March 16, 2021
4. Sam Catalfamo, Brampton resident, dated March 16, 2021
5. Beverly Dalziel, Brampton resident, dated March 18, 2021, and April 27, 2021, including a petition of objection containing approximately 80 signatures
6. Carlo Cedrone, Brampton resident, dated April 16, 2021, and May 4, 2021
7. John Marskell, Brampton resident, dated April 20, 2021, May 14, 2021, June 1, 2021, and June 2, 2021
8. Dennis and Ruth Taylor, Brampton residents, dated April 20, 2021
9. Malcolm Matthew, Brampton resident, dated May 17, 2021
10. Mark Symington, Brampton resident, dated March 25, 2021.

Carried

5.3 Staff report re: **Application to Amend the Official Plan and Zoning By-law - Glen Schnarr & Associates Inc. - TFP Mayching Developments Ltd. - File OZS-2021-0007**

This report was withdrawn from the meeting agenda at the request of the Planning, Building and Economic Development Department and will be presented at the June 21, 2021, Planning and Development Committee Meeting.

See Item 11.2

5.4 Staff report re: **Application to Amend the Official Plan, Zoning By-law and Proposed Draft Plan of Subdivision - Digram Developments Brampton Inc. - Glen Schnarr & Associates Inc. - File OZS-2021-0004**

Stephen Dykstra, Development Planner, Planning, Building and Economic Development, presented an overview of the application that included location of the subject lands, area context, design details, current land use designations,

preliminary issues, technical considerations, concept plan, next steps and contact information.

The following motion was considered:

**PDC077-2021**

1. That the staff report re: **Application to Amend the Official Plan, Zoning By-law and Proposed Draft Plan of Subdivision - Digram Developments Brampton Inc. - Glen Schnarr & Associates Inc. - File OZS-2021-0004** to the Planning and Development Committee Meeting of June 7, 2021 be received; and,

2. That Planning, Building and Economic Development Services staff be directed to report back to the Planning and Development Committee with the results of the Public Meeting and a staff recommendation, subsequent to the completion of the circulation of the application and a comprehensive evaluation of the proposal.

Carried

5.5 Staff report re: **Application to Amend the Official Plan, Zoning By-law and Proposed Draft Plan of Subdivision - Korsiak Urban Planning - Jim and Luisa Mocon - File OZS-2020-0036**

Kelly Henderson, Development Planner, Planning, Building and Economic Development, presented an overview of the application that included location of the subject lands, area context, design details, current land use designations, preliminary issues, technical considerations, concept plan, next steps and contact information.

Items 6.4 and 11.8 were brought forward at this time.

The following delegations addressed Committee and expressed their views, suggestions, concerns and questions with respect to the subject application:

1. Alison Bucking, Korsiak Urban Planning
2. Michael Cara, Overland LLP
3. Anthony Mason, Hutonville Residents Association
4. Maureen Fautley, Brampton resident

The following motion was considered:

## **PDC078-2021**

1. That the staff report re: **Application to Amend the Official Plan, Zoning By-law and Proposed Draft Plan of Subdivision - Korsiak Urban Planning - Jim and Luisa Mocon - File OZS-2020-0036** to the Planning and Development Committee meeting of June 7, 2021 be received;

2. That Development Services staff be directed to report back to the Planning and Development Committee with the results of the Public Meeting and a staff recommendation, subsequent to the completion of the circulation of the application and a comprehensive evaluation of the proposal;

3. That the following delegations re: Application to Amend the Official Plan, Zoning By-law and Proposed Draft Plan of Subdivision - Korsiak Urban Planning - Jim and Luisa Mocon - File OZS-2020-0036 to the Planning and Development Committee meeting of June 7, 2021 be received:

1. Alison Bucking, Korsiak Urban Planning
2. Michael Cara, Overland LLP
3. Anthony Mason, Huttonville Residents Association
4. Maureen Fautley, Brampton resident

4. That the following correspondence re: Application to Amend the Official Plan, Zoning By-law and Proposed Draft Plan of Subdivision - Korsiak Urban Planning - Jim and Luisa Mocon - File OZS-2020-0036 to the Planning and Development Committee meeting of June 7, 2021 be received:

1. J. Mark Joblin, Loopstra Nixon LLP, dated June 3, 2021
2. Michael Cara, Overland LLP, dated June 4, 2021
3. Mary Flynn-Guglietti, McMillan LLP, dated June 7, 2021

Carried

### **5.6 Staff report re: Application to Amend the Official Plan and Zoning By-law - Glen Schnarr & Associates Inc. - 2548859 Ontario Ltd. - 2571340 Ontario Ltd. - File OZS-2021-0009**

Kelly Henderson, Development Planner, Planning, Building and Economic Development, presented an overview of the application that included location of the subject lands, area context, design details, current land use designations, preliminary issues, technical considerations, concept plan, next steps and contact information.



Items 6.3 and 11.5 were brought forward at this time.

The following delegations addressed Committee and expressed their views, suggestions, concerns and questions with respect to the subject application:

1. Vanessa Develter, Glen Schnarr and Associates Inc.
2. Chun and Alfred Shin, Brampton residents - not present
3. Jill Campbell, Brampton resident
4. Steven and Marlene Cowdrey, Brampton residents
5. Jonathan Scotland, Brampton resident
6. Veronica Farahmand, Brampton resident
7. Emma Jones, Brampton resident
8. Nilakshi Kiriella, Brampton resident, via pre-recorded audio
9. Doug McLeod and Peter Dymond, Co-Chairs, Brampton Heritage Board
10. Greg and Elaine Bonnell, Brampton residents

The following motion was considered:

**PDC079-2021**

1. That the staff report re: **Application to Amend the Official Plan and Zoning By-law - Glen Schnarr & Associates Inc. - 2548859 Ontario Ltd. - 2571340 Ontario Ltd. - File OZS-2021-0009** to the Planning and Development Committee meeting of June 7, 2021 be received;
2. That Development Services staff be directed to report back to the Planning and Development Committee with the results of the Public Meeting and a staff recommendation, subsequent to the completion of the circulation of the application and a comprehensive evaluation of the proposal;
3. That the following delegations re: Application to Amend the Official Plan and Zoning By-law - Glen Schnarr & Associates Inc. - 2548859 Ontario Ltd. - 2571340 Ontario Ltd. - File OZS-2021-0009 to the Planning and Development Committee meeting of June 7, 2021 be received:
  1. Vanessa Develter, Glen Schnarr and Associates Inc.
  2. Jill Campbell, Brampton resident
  3. Steven and Marlene Cowdrey, Brampton residents
  4. Jonathan Scotland, Brampton resident

5. Veronica Farahmand, Brampton resident
6. Emma Jones, Brampton resident
7. Nilakshi Kiriella, Brampton resident, via pre-recorded audio
8. Doug McLeod and Peter Dymond, Co-Chairs, Brampton Heritage Board
9. Greg and Elaine Bonnell, Brampton residents
4. That the following correspondence re: Application to Amend the Official Plan and Zoning By-law - Glen Schnarr & Associates Inc. - 2548859 Ontario Ltd. - 2571340 Ontario Ltd. - File OZS-2021-0009 to the Planning and Development Committee meeting of June 7, 2021 be received:
  1. Vito Mondelli, Brampton resident, dated May 20, 2021
  2. Susan Laberge, Brampton resident, dated May 29, 2021
  3. Telma Melo, Brampton resident, dated May 31, 2021
  4. Emma Jones, Brampton resident, dated May 31, 2021, including petition of objection containing approximately 287 signatures
  5. Greg and Elaine Bonnell, Brampton residents, dated May 31, 2021
  6. Nicole Smith, Brampton resident, dated May 8, 2021
  7. Nilakshi Kiriella, Brampton resident, dated May 8, 2021
  8. Chris Bejnar, Brampton resident, dated May 26, 2021
  9. Linda (last name not provided), Brampton resident, dated May 26, 2021
  10. Frances Clancy, Brampton resident, dated May 31, 2021
  11. Jacqueline Czender, Brampton resident, dated May 9, 2021
  12. Jonathan Scotland, Brampton resident, dated June 2, 2021
  13. Debbie Deinhart, Brampton resident, dated May 31, 2021
  14. Suzanne and Paul Duncan, Brampton resident, dated June 1, 2021
  15. Paul Llew-Williams, Brampton resident, received on May 6, 2021.

Carried

- 5.7 Staff report re: **Application to Amend the Zoning By-law and Proposed Draft Plan of Subdivision - Dbrand Investments Corp. - Candevcon Ltd. - File OZS-2021-0005**

Jenny Li, Development Planner, Planning, Building and Economic Development, presented an overview of the application that included location of the subject lands, area context, design details, current land use designations, preliminary issues, technical considerations, concept plan, next steps and contact information.

Item 6.2 was brought forward at this time.

Maria Jones, Candevcon Ltd., noted her attendance and capacity to answer any enquiries from Committee or the public.

Mansoor Ameersulthan, Brampton resident, was unable to address Committee due to technical difficulties.

The following motion was considered:

**PDC080-2021**

1. That the staff report re: **Application to Amend the Zoning By-law and Proposed Draft Plan of Subdivision - Dbrand Investments Corp. - Candevcon Ltd. - File OZS-2021-0005**, to the Planning and Development Committee Meeting of June 7, 2021, be received;
2. That Planning and Development Services staff be directed to report back to the Planning and Development Committee with the results of the Public Meeting and a staff recommendation, subsequent to the completion of the circulation of the application and a comprehensive evaluation of the proposal; and,
3. That the following delegation from Maria Jones, Candevcon Ltd., re: Application to Amend the Zoning By-law and Proposed Draft Plan of Subdivision - Dbrand Investments Corp. - Candevcon Ltd. - File OZS-2021-0005, to the Planning and Development Committee Meeting of June 7, 2021, be received.

Carried

5.8 Staff report re: **Application to Amend the Official Plan, Zoning By-law, and Draft Plan of Subdivision - Glen Schnarr & Associates Inc. - Peel Regional Police Association/Mattamy Homes (Brampton North) Ltd. - File OZS-2021-0012**

Himanshu Katyal, Development Planner, Planning, Building and Economic Development, presented an overview of the application that included location of the subject lands, area context, design details, current land use designations, preliminary issues, technical considerations, concept plan, next steps and contact information.

Items 6.6 and 11.7 were brought forward at this time.

P. Fay, City Clerk, confirmed that Amit Tawakley, registered delegate, was not present.

The following motion was considered:

**PDC081-2021**

1. That the staff report re: **Application to Amend the Official Plan, Zoning By-law, and Draft Plan of Subdivision - Glen Schnarr & Associates Inc. - Peel Regional Police Association/Mattamy Homes (Brampton North) Ltd. - File OZS-2021-0012**, to the Planning and Development Committee Meeting of June 7, 2021, be received;

2. That Planning and Development Services staff be directed to report back to the Planning and Development Committee with the results of the Public Meeting and a staff recommendation, subsequent to the completion of the circulation of the application and a comprehensive evaluation of the proposal;

3. That the following correspondence re: Application to Amend the Official Plan, Zoning By-law, and Draft Plan of Subdivision - Glen Schnarr & Associates Inc. - Peel Regional Police Association/Mattamy Homes (Brampton North) Ltd. - File OZS-2021-0012, to the Planning and Development Committee Meeting of June 7, 2021, be received:

1. Amrita Doongoor, Brampton resident, dated May 22, 2021
2. Cuong Pham, Brampton resident, dated May 23, 2021
3. Mohitvir Gill, Brampton resident, dated June 6, 2021.

Carried

5.9 Staff report re: **Application to Amend the Official Plan and Zoning By-law - 1317675 Ontario Inc. - Glen Schnarr & Associates Inc. - File C04E05.032**

Stephen Dykstra, Development Planner, Planning, Building and Economic Development, presented an overview of the application that included location of the subject lands, area context, design details, current land use designations, preliminary issues, technical considerations, concept plan, next steps and contact information.

Items 6.5 and 11.1 were brought forward at this time.

Michael Gagnon, Gagnon Walker Domes Ltd., on behalf of the owner of 17 Kings Cross Road, provided thoughts and suggestions with respect to the proposed commercial land uses and suggested prohibited uses.

In response to a question from Committee, staff provided clarity on the use of non-compete clauses in commercial developments.

The following motion was considered:

**PDC082-2021**

1. That the staff report re: **Application to Amend the Official Plan and Zoning By-law - 1317675 Ontario Inc. - Glen Schnarr & Associates Inc. - File C04E05.032**, to the Planning and Development Services Committee Meeting of June 7, 2021 be received;
2. That Planning and Development Services staff be directed to report back to the Planning and Development Committee with the results of a Public Meeting and a staff recommendation, subsequent to the completion of the circulation of the application and a comprehensive evaluation of the proposal;
3. That the delegation from Michael Gagnon, Gagnon Walker Domes Ltd. re: Application to Amend the Official Plan and Zoning By-law - 1317675 Ontario Inc. - Glen Schnarr & Associates Inc. - File C04E05.032, to the Planning and Development Services Committee Meeting of June 7, 2021 be received; and,
4. That the following correspondence re: Application to Amend the Official Plan and Zoning By-law - 1317675 Ontario Inc. - Glen Schnarr & Associates Inc. - File C04E05.032, to the Planning and Development Services Committee Meeting of June 7, 2021 be received:
  1. Teresa Deygoo, Brampton resident, dated May 16, 2021
  2. Jane Stafford, Brampton resident, dated May 18, 2021
  3. Aly Khan, Brampton resident, dated May 31, 2021
  4. Lenora Stante, Brampton resident, dated June 7, 2021
  5. Michael Gagnon, Gagnon Walker Domes Professional Planners, dated June 7, 2021.

Carried

**6. Public Delegations (5 minutes maximum)**

- 6.1 Delegations re: **Application to Amend the Zoning By-law - Sukhman Raj - Corbett Land Strategies Inc. - File OZS-2021-0006**

**Dealt with under Item 5.2 - Recommendation PDC076-2021**

- 6.2 Delegations re: **Application to Amend the Zoning By-law and Proposed Draft Plan of Subdivision - Dbrand Investments Corp. - Candevcon Ltd. - File OZS-2021-0005**

**Dealt with under Item 5.7 - Recommendation PDC080-2021**

- 6.3 Delegations re: **Application to Amend the Official Plan and Zoning By-law - Glen Schnarr & Associates Inc. - 2548859 Ontario Ltd. - 2571340 Ontario Ltd. - File OZS-2021-0009**

**Dealt with under Item 5.6 - Recommendation PDC079-2021**

- 6.4 Delegations re: **Application to Amend the Official Plan, Zoning By-law and Proposed Draft Plan of Subdivision - Korsiak Urban Planning - Jim and Luisa Mocon - File OZS-2020-0036**

**Dealt with under Item 5.5 - Recommendation PDC078-2021**

- 6.5 Delegations re: **Application to Amend the Official Plan and Zoning By-law - 1317675 Ontario Inc. - Glen Schnarr & Associates Inc. - File C04E05.032**

**Dealt with under Item 5.9 - Recommendation PDC082-2021**

- 6.6 Delegations re: **Application to Amend the Official Plan, Zoning By-law, and Draft Plan of Subdivision - Glen Schnarr & Associates Inc. - Peel Regional Police Association/Mattamy Homes (Brampton North) Ltd. - File OZS-2021-0012**

**Dealt with under Item 5.8 - Recommendation PDC081-2021**

6.7 Delegation from Hannah Bahmanpour, Davis Webb LLP, re: **Minutes - Brampton Heritage Board - May 18, 2021 - Recommendation HB020-2021**

Hannah Bahmanpour, Davis Webb LLP, on behalf of the owner of 11722 Mississauga Road, expressed thoughts, concerns and suggested amendments to Recommendation HB020-2021.

The following motion was considered:

**PDC083-2021**

That the delegation from Hannah Bahmanpour, Davis Webb LLP, re: Minutes - Brampton Heritage Board - May 18, 2021 - Recommendation HB020-2021, to the Planning and Development Committee meeting of June 7, 2021, be received.

Carried

Item 8.1 was brought forward at this time.

Committee consideration of the matter included consensus to amend Recommendation HB020-2021 as follows:

- 1) To permit removal of the silo;
  - 2) To remove requirement to enter into an easement agreement; and
  - 3) To remove requirement for 30 the per cent contingency and an itemized list of good repair;
- By striking out Items 3a(i), (iii), (v), (vi), and (vii), 3c, and 4; and  
By adding to 3d the wording “in so far as it applies to the farmhouse”;

The following motion was considered:

**PDC084-2021**

That the Minutes of Brampton Heritage Board Meeting of May 18, 2021, Recommendations HB018-2021 to HB019-2020 and HB021-2021 to HB026-2021, to the Planning and Development Committee Meeting of June 7, 2021, be approved, and, that HB020-2021 be amended as follows:

- 1) To permit removal of the silo;
  - 2) To remove requirement to enter into an easement agreement; and
  - 3) To remove requirement for 30 the per cent contingency and an itemized list of good repair;
- By striking out Items 3a(i), (iii), (v), (vi), and (vii), 3c, and 4; and  
By adding to 3d the wording “in so far as it applies to the farmhouse”; such that the recommendation shall now read as:

HB020-2021

1. That the delegation by Marcus Letourneau, Heritage Planning and Archaeology, Agent, to the Brampton Heritage Board meeting of May 18, 2021, re: Application to Demolish or Remove a Heritage Designated Property at 11722 Mississauga Road (Dolson House) - Ward 6 (HE.x 11722 Mississauga Road) be received;

2. That the report by Pascal Doucet, Heritage Planner, re: Application to Demolish or Remove a Building or Structure on a Designated Heritage Property and Authority to Enter into a Heritage Easement Agreement for 11722 Mississauga Road (Dolson Farm) – Ward 6 (HE.x 11722 Mississauga Road), to the Brampton Heritage Board Meeting of May 18, 2021, be received;

3. That the application for demolishing or removing a building or structure received for the demolition and removal of the barn, silo, one-storey bungalow style house, farm accessory building, garage, drive shed and storage shed at 11722 Mississauga Road as described in the Summary of Proposal and the Proposed Plan dated 2021-01-12 by LHC of the heritage permit application attached as Appendix B to this report be approved in accordance with section 34 of the Ontario Heritage Act, as amended (the “Act”), subject to the following conditions:

a. That prior to the issuance of any permit for the demolition or removal of the one-storey bungalow style house, barn, drive shed, storage shed, garage and/or farm accessory building on the property at 11722 Mississauga Road, including a heritage permit or a building permit, the owner shall:

~~i. Enter into a Heritage Easement Agreement for the property at 11722 Mississauga Road to conserve and protect the two-and-a-half-storey brick house (“Dolson Farmhouse”), in accordance with the appropriate conservation approach that will be informed by as-built and measured drawings and the final Structural Condition Assessment required in conditions 2.a.ii and 2.a.iii below;~~

ii. Provide a final Structural Condition Assessment of the Dolson Farmhouse by a qualified structural engineer and professional member in good standing of the Canadian Association of Heritage Professionals (CAHP) to the satisfaction of the Commissioner of Planning, Building and Economic Development;

~~iii. Provide a complete set of as-built and measured drawings of all elevations, floor plans, heritage building fabric, details and finishes of the Dolson Farmhouse to the satisfaction of the Commissioner of Planning, Building and Economic Development;~~

iv. Provide a complete Heritage Building Protection Plan for the Dolson Farmhouse in accordance with the City of Brampton Heritage Building Protection Plan Terms of Reference and satisfactory to the Commissioner of Planning, Building and Economic Development;

~~v. Provide a final itemized list of cost for the work required to bring the Dolson~~



~~Farmhouse in a state of good repair, to the satisfaction of the Commissioner of Planning, Building and Economic Development;~~

~~vi. Provide a Letter of Credit, including a 30% contingency, in a form and amount satisfactory to the Commissioner of Planning, Building and Economic Development to secure all work in the approve itemized list of cost for bringing the Dolson Farmhouse into a state of good repair; and~~

~~vii. Provide a complete application made in accordance with section 33 of the Act for the work required to bring the Dolson Farmhouse in a state of good repair.~~

b. That prior to the issuance of any permit for the demolition or removal of the barn on the property at 11722 Mississauga Road, including a heritage permit or a building permit, the owner shall:

i. Provide a final Salvage Plan for the heavy-timber frames and exterior wood cladding of the barn, to the satisfaction of the Commissioner of Planning, Building and Economic Development, and with terms that would allow for any salvageable material that would be needed for a capital project to be carefully dismantled and offered to the City at no cost to the municipality.

~~c. That the existing silo on the property at 11722 Mississauga Road be retained and maintained on the property; and~~

d. That any documentation and information required in the conditions ~~2.a.ii, 2.a.iii, 2.a.iv, 2.a.v, and 2.b.i above~~ be prepared by qualified professionals and subject to peer review at the discretion of the Commissioner of Planning, Building and Economic Development in so far as it applies to the farmhouse; and

~~4. That the Commissioner of Planning, Building and Economic Development be authorized to enter into a Heritage Easement Agreement with the Owner for the property at 11722 Mississauga Road to secure the conservation and protection of the Dolson Farmhouse ("Heritage Easement Agreement"), with content satisfactory to the Director of City Planning & Design, and in a form approved by the City Solicitor or designate.~~

Carried

The recommendations were approved as follows:

HB018-2021

That the agenda for the Brampton Heritage Board meeting of May 18, 2021 be approved as amended, to add the following:

6.2. Delegation by Marcus Letourneau, Heritage Planning and Archaeology, Agent, re: Application to Demolish or Remove a Heritage Designated Property at 11722 Mississauga Road (Dolson House) - Ward 6 (HE.x 11722 Mississauga Road) (See Item 11.5)

HB019-2021

That the delegation by Keba Thomas, Brampton resident, to the Brampton

Heritage Board meeting of May 18, 2021, re: Heritage Spaces and Conservation Areas be received.

HB020-2021

1. That the delegation by Marcus Letourneau, Heritage Planning and Archaeology, Agent, to the Brampton Heritage Board meeting of May 18, 2021, re: Application to Demolish or Remove a Heritage Designated Property at 11722 Mississauga Road (Dolson House) - Ward 6 (HE.x 11722 Mississauga Road) be received;
2. That the report by Pascal Doucet, Heritage Planner, re: Application to Demolish or Remove a Building or Structure on a Designated Heritage Property and Authority to Enter into a Heritage Easement Agreement for 11722 Mississauga Road (Dolson Farm) – Ward 6 (HE.x 11722 Mississauga Road), to the Brampton Heritage Board Meeting of May 18, 2021, be received;
3. That the application for demolishing or removing a building or structure received for the demolition and removal of the barn, silo, one-storey bungalow style house, farm accessory building, garage, drive shed and storage shed at 11722 Mississauga Road as described in the Summary of Proposal and the Proposed Plan dated 2021-01-12 by LHC of the heritage permit application attached as Appendix B to this report be approved in accordance with section 34 of the Ontario Heritage Act, as amended (the “Act”), subject to the following conditions:
  - a. That prior to the issuance of any permit for the demolition or removal of the one-storey bungalow style house, barn, drive shed, storage shed, garage and/or farm accessory building on the property at 11722 Mississauga Road, including a heritage permit or a building permit, the owner shall:
    - i. Provide a final Structural Condition Assessment of the Dolson Farmhouse by a qualified structural engineer and professional member in good standing of the Canadian Association of Heritage Professionals (CAHP) to the satisfaction of the Commissioner of Planning, Building and Economic Development;
    - ii. Provide a complete Heritage Building Protection Plan for the Dolson Farmhouse in accordance with the City of Brampton Heritage Building Protection Plan Terms of Reference and satisfactory to the Commissioner of Planning, Building and Economic Development;
  - b. That prior to the issuance of any permit for the demolition or removal of the barn on the property at 11722 Mississauga Road, including a heritage permit or a building permit, the owner shall:
    - i. Provide a final Salvage Plan for the heavy-timber frames and exterior wood cladding of the barn, to the satisfaction of the Commissioner of Planning, Building and Economic Development, and with terms that would allow for any salvageable

material that would be needed for a capital project to be carefully dismantled and offered to the City at no cost to the municipality.

c. That any documentation and information required in the conditions be prepared by qualified professionals and subject to peer review at the discretion of the Commissioner of Planning, Building and Economic Development in so far as it applies to the farmhouse.

#### HB021-2021

1. That the report by Pascal Doucet, Heritage Planner, to the Brampton Heritage Board Meeting of May 18, 2021, re: Heritage Impact Assessment and Designation of the Heritage Property at 11687 Chinguacousy Road (Robert Hall House) – Ward 6 (HE.x 11687 Chinguacousy Road) be received;
2. That the Heritage Impact Assessment of the Robert Hall House at 11687 Chinguacousy Road, date-issued February 2021, prepared by AREA, Architects Rasch Eckler Associates Ltd., and attached as Appendix A to this report (the “HIA”) be received and accepted to endorse, in principle, the proposed relocation, retention and restoration of the significant portions of the Robert Hall House.
3. That City Council state its intention to designate the property at 11687 Chinguacousy Road under Part IV, Section 29 of the Ontario Heritage Act, as amended (the “Act”) in accordance with the Statement of Significance, reasons for designation and list of heritage attributes attached as Appendix B to this report;
4. That staff be authorized to publish and serve the Notice of Intention to designate 11687 Chinguacousy Road in accordance with the requirements of the Act;
5. That, in the event that no objections to the designation are received, a by-law be passed to designate the subject property;
6. That, in the event that any objections to the designation are received, staff be directed to refer the proposed designation to the Ontario Conservation Review Board; and
7. That staff be authorized to attend any hearing process held by the Conservation Review Board in support of Council’s decision to designate the subject property.

#### HB022-2021

That the report by Harsh Padhya, Heritage Planner, to the Brampton Heritage Board meeting of May 18, 2021, re: Extension of Heritage Permit No. 70 issued on March 20, 2019 for 11651 Bramalea Road, be received;  
That the Heritage Permit application, previously approved, for the Conservation Work at 11651 Bramalea Rd. be extended and approved subject to the following

terms and conditions:

That the owner undertake all work substantially in accordance with the previously approved permit and in compliance with all applicable laws having jurisdiction and by retaining all necessary permits; and

That prior to the release of financial securities associated with the site plan application SP18-056.000 for 11651 Bramalea Rd., the owner provide a letter, prepared and signed by a qualified heritage expert, certifying that all works as outlined in the approved Heritage Conservation Plan have been completed, and that an appropriate standard of conservation has been maintained, all to the satisfaction of the Director of City Planning & Design, Planning, Building & Economic Development Department.

#### HB023-2021

That the report from Harsh Padhya, Heritage Planner, dated May 5, 2021, to the Brampton Heritage Board Meeting of May 18, 2021, re: Heritage Permit Application and Designated Heritage Property Incentive Grant Application – 8 Wellington Street West – Ward 3 (HE.x 8 Wellington St W.) be received;

That the Heritage Permit application for 8 Wellington St. W. for the restoration and repair of entrance feature and stairs, masonry cleaning and repointing, be approved;

That the Designated Heritage Property Incentive Grant application for the restoration and repair of entrance feature and stairs, masonry cleaning and repointing for 8 Wellington St. W. be approved, to a maximum of \$10,000.00, and;

4. The owner shall enter into a designated Heritage Property Incentive Grant Agreement with the City as provided in appendix C.

#### HB024-2021

1. That the report from Harsh Padhya, Heritage Planner, dated May 11, 2021, to the Brampton Heritage Board Meeting of May 18, 2021, re: Heritage Permit Application – 250 Main Street North – Ward 1 (HE.x 250 Main Street North) be received; and

2. That the Heritage Permit application for 250 Main Street North for the restoration of original wood windows on main floor, upper level and basement and repair of entrance door, be approved.

#### HB025-2021

1. That the report from Harsh Padhya, Heritage Planner, dated April 19, 2021, to the Brampton Heritage Board Meeting of May 18, 2021, re: Heritage Permit Application and Designated Heritage Property Incentive Grant Application – 38 Isabella St. – Ward 1 (HE.x 38 Isabella St.) be received;

2. That the Heritage Permit application for 38 Isabella St. for the restoration and repair of knee walls located on either side of the front entrance be approved;
3. That the Designated Heritage Property Incentive Grant application for the restoration and repair of kneewalls located on either side of the front entrance for 38 Isabella St. be approved, to a maximum of \$10,000.00, and;
4. The owner shall enter into a designated Heritage Property Incentive Grant Agreement with the City as provided in appendix C.

HB026-2021

That Brampton Heritage Board do now adjourn to meet again on June 15, 2021.

6.8 Delegations re: **Application to Amend the Zoning By-law - Firth Avenue Development Group Inc. - D.J.K. Land Use Planning - File OZS-2020-0025**

Dan Kraszewski, D.J.K. Land Use Planning, expressed support for the subject recommendations.

The following motion was considered:

**PDC085-2021**

1. That the staff report re: **Application to Amend the Zoning By-law - Firth Avenue Development Group Inc. - D.J.K. Land Use Planning - File OZS-2020-0025**, to the Planning and Development Committee Meeting of June 7, 2021, be received,
2. That the Zoning By-law Amendment application submitted by D.J.K. Land Use Planning on behalf of Fifth Avenue Development Group, Ward 1, File: OZS-2020-0025, as revised, be approved, on the basis that it represents good planning, including that it is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe, the Region of Peel Official Plan, and the City's Official Plan, and for reasons set out in this Recommendation Report;
3. That it is determined that no further notice be given in respect of the proposal and that no further public meeting be held.
4. That notwithstanding the boundaries of the Development Charges Incentive Program (DCIP), the proposed development be eligible for the DCIP to support intensification and good planning within the Central Area;
5. That the amendment to the Zoning By-law, generally in accordance with Appendix 13 of the report be adopted;

6. That the delegation from Dan Kraszewski, D.J.K Land Use Planning, re: Application to Amend the Zoning By-law - Firth Avenue Development Group Inc. - D.J.K. Land Use Planning - File OZS-2020-0025, to the Planning and Development Committee Meeting of June 7, 2021, be received; and,

7. That the correspondence from Carmen Cassar, Brampton resident, dated June 3, 2021, re: Application to Amend the Zoning By-law - Firth Avenue Development Group Inc. - D.J.K. Land Use Planning - File OZS-2020-0025, to the Planning and Development Committee Meeting of June 7, 2021, be received.

Carried

## **7. Staff Presentations and Planning Reports**

### **7.1 Staff presentation re: **Brampton Plan - Attainable and Supportive Housing & Arts and Cultural Heritage****

Staff provided a presentation on the Brampton Plan - Attainable and Supportive Housing, and Arts and Cultural Heritage discussion papers that included the following:

- overview and key areas
- selected recommendations
- strategic directions
- community engagement
- next steps and contact information

Item 7.2 was brought forward at this time.

The following motion was considered:

### **PDC086-2021**

1. That the staff report re: Brampton Plan – Discussion Papers - Attainable and Supportive Housing & Arts and Cultural Heritage – City-wide, to the Planning and Development Committee Meeting of June 7, 2021, be received; and,

2. That the staff presentation re: Brampton Plan - Attainable and Supportive Housing & Arts and Cultural Heritage, to the Planning and Development Committee Meeting of June 7, 2021, be received.

Carried

- 7.2 Staff report re: **Brampton Plan - Discussion Papers - Attainable and Supportive Housing & Arts and Cultural Heritage - City-wide**

**Dealt with under Item 7.1 - Recommendation PDC086-2021**

- 7.3 ^Staff report re: **City-initiated Official Plan Amendment - Toronto Gore Density Policy Review Study**

**PDC087-2021**

1. That the staff report re: **City-initiated Official Plan Amendment – Toronto Gore Density Policy Review Study**, to the Planning and Development Committee Meeting of June 7, 2021, be received; and,

2. That the Official Plan Amendment attached hereto respectively as Appendix 2 be adopted, on the basis that it represents good planning, including that it is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe, the Region of Peel Official Plan and Brampton's Official Plan for the reasons set out in the Planning Recommendation Report, May 13, 2021.

Carried

- 7.4 ^Staff report re: **Application to Amend the Zoning By-law and Proposed Draft Plan of Subdivision - Gagnon Walker Domes Professional Planners - RG Consulting Inc. & Creditview Holdings Inc. - File OZS-2020-0007**

**PDC088-2021**

1. That the staff report re: **Application to Amend the Zoning By-Law and Proposed Draft Plan of Subdivision - Gagnon Walker Domes Professional Planners - RG Consulting Inc. & Creditview Holdings Inc. - File OZS-2020-0007**, to the Planning and Development Committee Meeting of June 7, 2021 be received;

2. That the application to amend the Zoning By-law, and Proposed Draft Plan of Subdivision, submitted by Gagnon Walker Domes Professional Planners on behalf of RG Consulting Inc. & Creditview 11 Holdings Inc., Ward: 5, Files OZS-2020-0007 and 21T-20002B, be approved on the basis that it represents good planning, including that it is consistent with the Provincial Policy Statement, and conforms to the Growth Plan for the Greater Golden Horseshoe, the Region of Peel Official Plan, and the City's Official Plan for the reasons set out in the report;

3. That the amendments to the Zoning By-law, generally in accordance with the by-law attached as Appendix 10 of the report be adopted;
4. That no further notice or public meeting be required for the attached Zoning By-law Amendment pursuant to Section 34(17) of the *Planning Act*, R.S.O. c.P. 13, as amended.

Carried

7.5     ^Staff report re: **Application to Amend the Zoning By-law - KLM Planning Partners Inc. - i2 Developments (Brampton) Inc. - File OZS-2020-0028**

**PDC089-2021**

1. That the staff report re: **Application to Amend the Zoning By-law - KLM Planning Partners Inc. - i2 Developments (Brampton) Inc. - File OZS-2020-0028**, to the Planning and Development Committee Meeting of June 7, 2021, be received;
2. That the Zoning By-law Amendment application submitted by KLM Planning Partners Inc. on behalf of i2 Developments (Brampton) Inc., Ward: 4, File: OZS-2020-0028, as revised, be approved, on the basis that it represents good planning, including that it is consistent with the Provincial Policy Statement, conforms to the Growth Plan for the Greater Golden Horseshoe and the Region of Peel Official Plan and the City's Official Plan, for the reasons set out in this Recommendation Report;
3. That it is determined that no further notice be given in respect of the proposal and that no further public meeting is to be held; and,
4. That the amendments to the Zoning By-law, generally in accordance with the attached Appendix 11 to the report be adopted.

Carried

7.6     Staff report re: **Application to Amend the Zoning By-law - Firth Avenue Development Group Inc. - D.J.K. Land Use Planning - File OZS-2020-0025**  
**Dealt with under Item 6.8 - Recommendation PDC085-2021**



**8. Committee Minutes**

**8.1 Minutes - Brampton Heritage Board - May 18, 2021**

**Dealt with under Item 6.7 - Recommendations PDC083-2021 and PDC084-2021**

**9. Other Business/New Business**

**9.1 Discussion at the request of Regional Councillor Fortini, re: **Unlimited Height and Density Policy in the City of Brampton****

The following motion was introduced with the operative clauses as follows:

"THEREFORE BE IT RESOLVED that Council for the City of Brampton directs staff to evaluate the merits of implementing unlimited height and density policies within the City of Brampton, including an evaluation as to whether staff recommend such policies to be applicable city-wide or scoped to a smaller geographic area.

FURTHER RESOLVED THAT staff bring forward any additional policies that could not only complement Council's direction to evaluate unlimited height and density policies, but also recommend alternative policies that could address Council's objectives;

AND FURTHER THAT staff report back to a Planning and Development Committee meeting in September, 2021 with recommendations for consideration by Council."

The following motion was considered:

**PDC090-2021**

WHEREAS the City of Brampton has consistently been one of the fastest growing communities in Canada;

AND WHEREAS access to attainable and affordable housing options is increasingly out of reach to many residents of Brampton;

AND WHEREAS the City of Brampton wishes to attract investment, provide more housing options to residents, expand the tax base and build a vibrant and sustainable city;

AND WHEREAS the rapidly rising costs of land and building materials is impacting the ability of developers to purchase, develop and make a reasonable return on investment;

AND WHEREAS unlimited height and density policies exist in some GTA municipalities;

THEREFORE BE IT RESOLVED that Council for the City of Brampton directs staff to evaluate the merits of implementing unlimited height and density policies within the City of Brampton, including an evaluation as to whether staff recommend such policies to be applicable city-wide or scoped to a smaller geographic area.

FURTHER RESOLVED THAT staff bring forward any additional policies that could not only complement Council's direction to evaluate unlimited height and density policies, but also recommend alternative policies that could address Council's objectives;

AND FURTHER THAT staff report back to a Planning and Development Committee meeting in September, 2021, with recommendations for consideration by Council.

Carried

**10. Referred/Deferred Matters**

Nil

**11. Correspondence**

- 11.1 Correspondence re: **Application to Amend the Official Plan and Zoning By-law - 1317675 Ontario Inc. - Glen Schnarr & Associates Inc. - File C04E05.032**

**Dealt with under Item 5.9 - Recommendation PDC082-2021**

- 11.2 Correspondence re: **Application to Amend the Official Plan and Zoning By-law - Glen Schnarr & Associates Inc. - TFP Mayching Developments Ltd. - File OZS-2021-0007**

This correspondence was withdrawn from the meeting agenda at the request of the Planning, Building and Economic Development Department and will be presented at the June 21, 2021, Planning and Development Committee Meeting.

See Item 5.3

- 11.3 ^Correspondence from Bryan Smith, President, Gravel Watch Ontario, dated May 18, 2021, re: **Comments on Provincial Consultation to Expand the Green Belt**

**PDC091-2021**

That the correspondence from Bryan Smith, President, Gravel Watch Ontario, dated May 18, 2021, re: **Comments on Provincial Consultation to Expand the Green Belt**, to the Planning and Development Committee Meeting of June 7, 2021, be received.

Carried

- 11.4 Correspondence re: **Application to Amend the Zoning By-law - Sukhman Raj - Corbett Land Strategies Inc. - File OZS-2021-0006**

**Dealt with under Item 5.2 - Recommendation PDC076-2021**

- 11.5 Correspondence re: **Application to Amend the Official Plan and Zoning By-law - Glen Schnarr & Associates Inc. - 2548859 Ontario Ltd. - 2571340 Ontario Ltd. - File OZS-2021-0009**

**Dealt with under Item 5.6 - Recommendation PDC079-2021**

- 11.6 Correspondence re: **City-Initiated Official Plan Amendment and Zoning By-law Amendment to Implement Additional Residential Units (Garden Suites) Regulations**

**Dealt with under Item 5.1 - Recommendation PDC075-2021**

- 11.7 Correspondence re: **Application to Amend the Official Plan, Zoning By-law, and Draft Plan of Subdivision - Glen Schnarr & Associates Inc. - Peel Regional Police Association/Mattamy Homes (Brampton North) Ltd. - File OZS-2021-0012**

**Dealt with under Item 5.8 - Recommendation PDC081-2021**

- 11.8 Correspondence re: **Application to Amend the Official Plan, Zoning By-law and Proposed Draft Plan of Subdivision - Korsiak Urban Planning - Jim and Luisa Mocon - File OZS-2020-0036**

**Dealt with under Item 5.5 - Recommendation PDC078-2021**

- 11.9 Correspondence re: **Application to Amend the Zoning By-law - Firth Avenue Development Group Inc. - D.J.K. Land Use Planning - File OZS-2020-0025**

**Dealt with under Item 6.8 - Recommendation PDC085-2021**

**12. Councillor Question Period**

Nil

**13. Public Question Period**

The public was given the opportunity to submit questions via e-mail to the City Clerk's Office regarding any decisions made at this meeting.

P. Fay, City Clerk, confirmed that no questions were submitted regarding decisions made at this meeting.

**14. Closed Session**

Nil

**15. Adjournment**

The following motion was considered:

**PDC092-2021**

That the Planning and Development Committee do now adjourn to meet again on Monday, June 21, 2021, at 7:00 p.m.

Carried

---

Regional Councillor M. Medeiros, Chair



## Summary of Recommendation Committee of Council The Corporation of the City of Brampton

Wednesday, June 9, 2021

---

2. **Approval of Agenda**

**CW290-2021**

That the agenda for the Committee of Council Meeting of June 9, 2021 be approved, as amended, as follows:

To add:

- 8.3.1. Discussion Item at the request of City Councillor Bowman, re: Use of External Legal Services by the City
- 9.3.1. Discussion Item at the request of City Councillor Bowman, re: Promoting Small Business
- 10.2.8. Staff Report re: 2018-2020 Public Sector Salary Disclosure: Management Salaries
- 10.3.2. Discussion Item at the request of Regional Councillor Palleschi, re: 12061 Hurontario Street North
- 10.3.3. Discussion Item at the request of Regional Councillor Dhillon, re: Independent External Counsel Coverage for Employees
- 12.3.1. Discussion Item at the request of City Councillor Williams, re: Gypsy Moths

Carried

4. **Consent**

**CW291-2021**

That the following items to the Committee of Council Meeting of June 9, 2021 be approved as part of Consent:

8.2.1, 10.2.2, 10.2.4, 10.2.5, 10.2.6, 11.2.4, 11.2.5, 11.2.6, 11.2.7, 11.2.8, 11.2.9, 11.4.1, 15.2

A recorded vote was requested and the motion carried as follows:

Yea (11): Mayor Patrick Brown, Regional Councillor Santos , Regional Councillor Vicente , City Councillor Whillans, Regional Councillor Palleschi, Regional Councillor Medeiros, City Councillor Bowman, City Councillor Williams , Regional Councillor Fortini , City Councillor Singh, and Regional Councillor Dhillon

Carried (11 to 0)

## 6. **Public Delegations**

### 6.1 **CW292-2021**

That the delegation from Paddy Cosgrave, Founder and CEO, Web Summit, to the Committee of Council Meeting of June 9, 2021, re: **Brampton Participation in Web Summit and Collision**, be received.

Carried

### 6.2 **CW293-2021**

That the delegation from Manny Abraham, Founder and CEO, Reven AI, on behalf of Ryerson Venture Zone Brampton, to the Committee of Council Meeting of June 9, 2021, re: **Collision 2021 Update**, be received.

Carried

### 6.3 **CW294-2021**

That the delegation from Alectra Utilities, to the Committee of Council Meeting of June 9, 2021, re: **Development of a New Operations Centre in Brampton**, be received:

1. James Macumber, Vice-President, Supply Chain
2. Michael Frisina, Specialist, Government
3. Chris Wray, Director of Government and Industry Relations.

Carried

#### 6.4 **CW295-2021**

That the delegation from Joanna Eyquem, Intact Centre on Climate Adaptation, Faculty of Environment, University of Waterloo, to the Committee of Council Meeting of June 9, 2021, re: **Exclusion of Natural Assets from the Financial Reporting Framework**, be received.

Carried

#### 6.5 **CW296-2021**

1. That the delegation from Kay Mathews, Executive Director, Ontario BIA Association, to the Committee of Council Meeting of June 9, 2021, re: **Initiating New Business Improvement Areas**, be received;
2. That the report titled: **Initiating New Business Improvement Areas**, to the Committee of Council Meeting of June 9, 2021, be received; and
3. That staff consult with the business community to inform and solicit feedback on the establishment of boards or management for new Business Improvement Areas (BIAs), where appropriate, through such tactics as, but not limited to, surveys, public meetings, stakeholder sessions and a dedicated website.

Carried

#### 6.6 **CW297-2021**

That the delegation from Myrna Adams, President, Brampton Senior Citizens Council and Brampton Young At Heart Seniors, and Charles Matthews, Owner and Founder, CMJ Entertainment Event Planning & Marketing, to the Committee of Council Meeting of June 9, 2021, re: **Museum of African History and Culture**, be **referred** to staff for consideration and a future report to Committee of Council.

Yea (11): Mayor Patrick Brown, Regional Councillor Santos , Regional Councillor Vicente , City Councillor Whillans, Regional Councillor Palleschi, Regional Councillor Medeiros, City Councillor Bowman, City Councillor Williams , Regional Councillor Fortini , City Councillor Singh, and Regional Councillor Dhillon

Carried (11 to 0)

6.7 **CW298-2021**

That the delegation from Arda Erturk, Co-founder and Chief Communications Officer, Roll Technologies Inc., to the Committee of Council Meeting of June 9, 2021, re: **Regulation of E-Scooters / Shared E-Scooter Pilot in Brampton**, be received.

Carried

6.8/11.2.2/11.2.3

**CW299-2021**

1. That the delegation from Rick Wesselman, Chairman, The Villages of Rosedale Inc., Joe Spina, Director, PVLCC 895, and Bruce Pichler, Consulting Engineer, Pichler Engineering Limited, to the Committee of Council Meeting of June 9, 2021, re: **Report Items 11.2.2 and 11.2.3 - Noise Walls in Rosedale Village - Ward 9**, be received;
2. That the report titled: **Noise Walls in Rosedale Village – Ward 9** (dated October 6, 2020), to the Committee of Council Meeting of June 9, 2021, be received; and
3. That the report titled: **Update - Noise Walls in Rosedale Village – Ward 9** (dated June 3, 2021), to the Committee of Council Meeting of June 9, 2021, be received;
4. That the Rosedale Noise Report (Report # “Public Works & Engineering-2020-252”) included on the December 9, 2020 Council agenda and deferred to the future meeting pursuant to Resolution C468-2020 be superseded in its entirety and replaced by this report as this report includes updated information after the deferral;
5. That the Rosedale Village Inc. be advised that the owners of the properties adjacent to the private noise wall along the north side of Sandalwood Parkway between Dixie Road to Via Rosedale are responsible for the maintenance of the noise wall and should continue to maintain it as per the Condominium Development Agreement;
6. That staff be directed to immediately initiate a Local Improvement process and work with the Region of Peel, to replace the noise wall and entry features on the north side of Sandalwood Parkway from Dixie Road to Via Rosedale and relocate them on City property as a one-time exception.



Yea (11): Mayor Patrick Brown, Regional Councillor Santos , Regional Councillor Vicente , City Councillor Whillans, Regional Councillor Palleschi, Regional Councillor Medeiros, City Councillor Bowman, City Councillor Williams , Regional Councillor Fortini , City Councillor Singh, and Regional Councillor Dhillon

Carried (11 to 0)

6.9 **CW300-2021**

That the delegation from Sylvia Roberts, Brampton Resident, to the Committee of Council Meeting of June 9, 2021, re: **Report Item 10.2.1 - 2022 Budget Process**, be received.

Carried

7. **Government Relations Matters**

7.1 **CW301-2021**

That the staff update re: **Government Relations Matters**, to the Committee of Council Meeting of June 9, 2021, be received.

Carried

7.2 **CW302-2021**

That the update from Mayor P. Brown, re: **COVID-19 Emergency**, to the Committee of Council Meeting of June 9, 2021, be received.

Carried

8. **Legislative Services Section**

^8.2.1 **CW303-2021**

That the report titled: **Impacts Associated with Illegal Election Signs – All Wards (RM 84/2019)**, to the Committee of Council Meeting of June 9, 2021, be received.

Carried

8.3.1 **CW304-2021**

That staff be requested to report on the extent of external legal services, for 2020 and 2021 to-date, employed for matters throughout City departments, to a future meeting of Committee of Council.

Carried

8.4.1 **CW305-2021**

1. That the correspondence from Dr. Lawrence Loh, Medical Officer of Health, Region of Peel, dated May 28, 2021, to the Committee of Council Meeting of June 9, 2021, re: **Recommended Amendments and Extension of the Municipal Mandatory Face Covering By-laws**, be received; and
2. That staff be requested to present a proposed by-law thereon for consideration to the June 16, 2021 meeting of Council.

Carried

**9. Economic Development Section**

9.1.1 **CW306-2021**

That the presentation titled: **2021 Collision Conference Results**, to the Committee of Council Meeting of June 9, 2021, be received.

Carried

9.3.1 **CW307-2021**

Whereas The City of Brampton's local businesses have suffered tremendously due to the various COVID-19 restrictions and rules;

Whereas unlike restaurants and other businesses that were able to provide curbside pick-up services to continue generating income and revenue, many local businesses had to continue paying rent, phone/internet connections, modifications to reopen for a few weeks before being closed again, and pay for many other expenses while not having any source of income;

Whereas local businesses pay a yearly business licence fee to the City of Brampton, despite having to remain closed during the stay-at-home orders and Provincial lockdowns;

Whereas Ontario's "Roadmap to Reopen" for Stage Two is tentatively scheduled for July 2, 2021;

Therefore Be It Resolved:

1. That the City of Brampton's Strategic Communications, Culture and Events department create a well-thought-out program to highlight and support small businesses and promote them for the entire month of July; and
2. That an appropriate budget be developed and approved to carry out this program.

Carried

## **10. Corporate Services Section**

### **10.2.1 CW308-2021**

1. That the report titled: **2022 Budget Process**, to the Committee of Council Meeting of June 9, 2021 be received;
2. That the 2022 Budget be developed in recognition of the considerable economic uncertainty and challenges facing residents and businesses, as a result of COVID-19;
3. That the 2022 Budget be developed to provide Budget Committee with various tax levy scenarios for consideration, including a 0% property tax change option on the City's portion of the tax bill; and
4. That the 2022 Budget timelines be tentatively scheduled, in order to achieve approval prior to the beginning of the 2022 fiscal period, pending the ongoing review of the external environment related to COVID-19 and related advocacy efforts for funding relief from other levels of government.

Carried

### **^10.2.2 CW309-2021**

1. That the report titled: **Land Tax Apportionments**, to the Committee of Council Meeting of June 9, 2021, be received; and,
2. That the unpaid taxes for the lands encompassed by the assessment roll numbers listed in Schedule A to this report be apportioned according to their relative value for each year as indicated in Schedule A.

Carried

10.2.3 **CW310-2021**

That the report titled: **Report on Council Intimation of Purchasing Contract Extensions and Renewals (\$200,000 or greater, or if equal or greater value than the original contract) (RM 74/2020)**, to the Committee of Council Meeting of June 9, 2021, be **referred** to the June 16, 2021 Council Meeting.

Carried

^10.2.4 **CW311-2021**

That the report titled: **Purchasing Activity Quarterly Report – 1<sup>st</sup> Quarter 2021**, to the Committee of Council Meeting of June 9, 2021, be received.

Carried

^10.2.5 **CW312-2021**

That the report titled: **Status of Tax Collection Accounts**, to the Committee of Council Meeting of June 9, 2021 be received.

Carried

^10.2.6 **CW313-2021**

That the report titled: **2021 First Quarter Operating Budget and Reserve Report**, to Committee of Council Meeting of June 9, 2021, be received.

Carried

10.2.7 **CW314-2021**

1. That the report titled: **Standing Item on Meeting Agendas – Use of Consultants (RM 29/2021)**, to the Committee of Council Meeting of June 9, 2021, be received; and
2. That Use of Consultant reporting by way of a standing item on Committee of Council agendas be commenced immediately, once every two months, based on the attributes referenced within the report, and for items with a contract value greater than \$25,000.

Carried

10.2.8 **CW315-2021**

That the report titled: **2018 - 2020 Public Sector Salary Disclosure: Management Salaries**, to the Committee of Council Meeting of June 9, 2021, be **referred** to the June 16, 2021 Council meeting.

Carried

10.3.1 **CW316-2021**

1. That staff be requested to report to Council on June 16, 2021, with an inventory of City use of the name "Ryerson" in university references on City assets, for possible consideration for removal or changes; and
2. That the University representative(s) be requested to respond by Correspondence or Delegation to Council to the June 16, 2021 meeting.

Carried

10.3.2 **CW317-2021**

That Council direct staff to process a complete application for the severance of the Snelgrove Baptist Church building and a portion of the surrounding lands from the Coptic Orthodox Patriarchate of Alexandria The Church of Archangel Michael and Saint Tekla located at 12061 Hurontario Street.

Carried

**11. Public Works and Engineering Section**

11.2.1 **CW318-2021**

That the report titled: **Replacement and Relocation of Private Noise Walls onto City Right-of-Way (Citywide)**, to the Committee of Council Meeting of June 9, 2021, be **referred** back to staff for further consideration and to report back on:

1. Infrastructure funding opportunities from the Provincial and Federal Governments to replace the fences that abut City-owned property erected before 2015; and
2. Amending the Local Improvement process to allow residents to receive the 75 per cent subsidy on an as requested basis.

Carried

### **CW319-2021**

That staff be directed to report on the option of noise walls and landscaping along Williams Parkway from east of Dixie Road, with an appropriate funding source to be identified by staff.

Carried

### **CW320-2021**

That staff be requested to report on the number of trees that will be required to be removed in the installation of the noise walls, and on the number of residents currently in favour of installation of the noise walls.

Carried

#### **^11.2.4 CW321-2021**

1. That the report titled: **Request to Begin Procurement - Gasoline and Diesel Fuels from Retail and/or Commercial Outlets for City owned Vehicles and Equipment for a Three (3) Year Period**, to the Committee of Council Meeting of June 9, 2021, be received; and
2. That the Purchasing Agent be authorized to commence the procurement for Gasoline and Diesel Fuels from Retail and/or Commercial Outlets for City owned Vehicles and Equipment for a Three (3) Year Period.

Carried

#### **^11.2.5 CW322-2021**

1. That the report titled: **Request to Begin Procurement - Supply and Delivery of Tires and Associated Services for City of Brampton Vehicles for a Two (2) Year Period**, to the Committee of Council Meeting of June 9, 2021, be received; and
2. That the Purchasing Agent be authorized to commence the procurement for the Supply and Delivery of Tires and Associated Services for City of Brampton Vehicles for a Two (2) Year Period.

Carried

^11.2.6 **CW323-2021**

1. That the report titled: **Initiation of Subdivision Assumption, Medallion Developments (Castlestone) Limited, Registered Plan 43M-1783 – (West of Bramalea Road, South of Countryside Drive), Ward 9, Planning References – C04E15.003 and 21T-02015B**, to the Committee of Council Meeting of June 9, 2021 be received;
2. That the City initiate the Subdivision Assumption of Medallion Developments (Castlestone) Limited, Registered Plan 43M-1783; and
3. That a report be forwarded to City Council recommending the Subdivision Assumption of Medallion Developments (Castlestone) Limited, Registered Plan 43M-1783 once all departments have provided their clearance for assumption.

Carried

^11.2.7 **CW324-2021**

1. That the report titled: **Initiation of Subdivision Assumption, Yellowpark Property Management Limited, Registered Plan 43M-1933 – (East of Clarkway Drive, South of Castlemore Road), Ward 10 - Planning References – C11E10.004 and 21T-05023B**, to the Committee of Council Meeting of June 9, 2021 be received;
2. That the City initiate the Subdivision Assumption of Yellowpark Property Management Limited, Registered Plan 43M-1933; and
3. That a report be forwarded to City Council recommending the Subdivision Assumption of Yellowpark Property Management Limited, Registered Plan 43M-1933 once all departments have provided their clearance for assumption.

Carried

^11.2.8 **CW325-2021**

1. That the report titled: **Initiation of Subdivision Assumption, Destona Homes (2003) Inc., Registered Plan 43M-1872 – (East of Mississauga Road, North of Queen Street West), Ward 5 - Planning References – C04W07.010 and 21T-08001B**, to the Committee of Council Meeting of June 9, 2021 be received;
2. That the City initiate the Subdivision Assumption of Destona Homes (2003) Inc., Registered Plan 43M-1872; and

3. That a report be forwarded to City Council recommending the Subdivision Assumption of Destona Homes (2003) Inc., Registered Plan 43M-1872 once all departments have provided their clearance for assumption.

Carried

**^11.2.9 CW326-2021**

1. That the report titled: **Initiation of Subdivision Assumption, Mattamy (Credit River) Limited, Registered Plan 43M-1932 – (East of Mississauga Road, South of Sandalwood Parkway), Ward 6 - Planning References – C04W11.008 and 21T-12006B**, to the Committee of Council Meeting of June 9, 2021 be received;
2. That the City initiate the Subdivision Assumption of Mattamy (Credit River) Limited, Registered Plan 43M-1932; and
3. That a report be forwarded to City Council recommending the Subdivision Assumption of, Mattamy (Credit River) Limited, Registered Plan 43M-1932 once all departments have provided their clearance for assumption.

Carried

**^11.4.1 CW327-2021**

That the correspondence from Mayor Allan Thompson, Town of Caledon, dated May 26, 2021, to the Committee of Council Meeting of June 9, 2021, re: **Caledon GO Rail Line Status Update**, be received.

Carried

**12. Community Services Section**

**12.2.1 CW328-2021**

That the report titled: **Budget Amendment and Request to Begin Procurement - Supply and Delivery of One (1) Fully Electric Powered Fire Truck**, to the Committee of Council Meeting of June 9, 2021, be **referred** to the June 16, 2021 Council meeting, and staff be requested to provide a verbal update on sustainability implications of the marginal cost increase from this procurement.

Carried



## 15. **Closed Session**

### **CW329-2021**

That Committee proceed into Closed Session to address matters pertaining to:

- 15.1. Open Meeting exception under Section 239 (2) (c) of the Municipal Act, 2001:

A proposed or pending acquisition or disposition of land by the municipality or local board.

- 15.3. Open Meeting exception under Section 239 (2) (e) and (f) of the Municipal Act, 2001:

Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and, advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

- 15.4. Open Meeting exception under Section 239 (2) (b), (d) and (f) of the Municipal Act, 2001:

Personal matters about an identifiable individual, including municipal or local board employees, labour relations or employee negotiations, and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Carried

### 15.1. **CW330-2021**

That the Chief Administrative Officer be delegated the authority to execute a letter of intent to confirm the City's interest in The Regional Municipality of Peel (the "Region") directing title or assigning its rights and obligations with respect to the Region's acquisition of the linear corridor lands within Brampton, as considered during closed session, said letter of intent to be substantially in accordance with the terms and conditions as directed by Council, and otherwise on such terms and conditions as may be satisfactory to the Commissioner of Community Services, and in form acceptable to the City Solicitor or designate.

Carried

16. **Adjournment**

**CW331-2021**

That the Committee of Council do now adjourn to meet again on Wednesday, June 23, 2021 at 9:30 a.m. or at the call of the Chair.

Carried

**Date:** 2021-06-01

**Subject:** Report on Council Intimation of Purchasing Contract Extensions and Renewals (\$200,000 or greater, or if equal or greater value than the original contract)

**Contact:** Gina Rebancos, Director, Purchasing  
(905) 874-3435

**Report Number:** Corporate Support Services-2021-703

**Recommendations:**

1. That the report titled **Report on Council Intimation of Purchasing Contract Extensions and Renewals (\$200,000 or greater, or if equal or greater value than the original contract)**, to the Committee of Council meeting of June 9, 2021 be received.

**Overview:**

- At the December 9, 2020 Council meeting, Council approved the following motion:  
  
*That staff be directed to report back on the potential for future contract extensions and renewals, of a value greater than \$200,000 or if the extension of a contract is of equal or greater value than the original contract, to be brought forward to Council for information prior to contract extension/renewal execution.*
- This report provides information on the contract extension and renewal processes and the impacts of the above proposal.
- Staff do not recommend changing current practices and reporting requirements; however, language is included in the report should Council wish to receive additional information, for Council's consideration.

**Background:**

In 2016, the Ontario Ombudsman conducted a systemic review of the City's procurement practices, focusing on the administration of its purchasing by-law, policies and procedures regarding non-competitive procurements. The review did not reveal any maladministration, as noted in the final report issued March 2017. Although no maladministration was revealed, the Ombudsman proposed several best practices.

In 2017, three trade agreements, the Canadian Free Trade Agreement (CFTA) between the Canadian federal government and Canadian provinces and territories, the Comprehensive Economic Trade Agreement (CETA) between the Canadian federal government and the European Union and the Ontario-Quebec Trade and Cooperation Agreement (OQTCA) all include government procurement obligations that extend to municipal government agencies. The intent of the procurement sections of the trade agreements is to ensure that public procurements are conducted in a fair, open, transparent and non-discriminatory manner.

In March 2018, the City's current Purchasing By-law came into effect. The By-law was developed with a focus on compliance with the City's obligations under relevant trade agreements, addressing the Provincial Ombudsman's recommendations and supporting modernization of the City's procurement processes.

In addition to the above considerations, the By-law aligns with recommendations from Justice Bellamy's report from the "*Toronto Computer Leasing Inquiry*" which contained recommendations aimed at improving practices in procurement, the general principles of which are applicable to the Councils and staff of municipalities, including Council's role in procurement as follows:

- *City Council should establish fair, transparent, and objective procurement processes. These processes should be structured so that they are and clearly appear to be completely free of political influence or interference.*
- *Councillors should separate themselves from the procurement process. They should have no involvement whatsoever in specific procurements. They have the strongest ethical obligation to refrain from seeking to be involved in any way.*

As a result, City Council has been engaged at the outset of the procurement process with the approval of procurements estimated at \$1,000,000 or greater and procurements less than \$1,000,000 that are deemed to be of significant risk, involve security concerns or significant community interest. This approval process has been in place since 2012 with enhanced reporting of procurement activities to Council.

On December 9, 2020, Council directed staff to report back on the potential for future contract extensions and renewals, of a value greater than \$200,000 or if the extension of a contract is of equal or greater value than the original contract, to be brought forward to Council for information prior to contract extension/renewal execution.

In response to the motion and other Council inquiries related to procurement, staff conducted a workshop for Council on February 22, 2021 – Procurement Practices - An Overview, to inform Council of procurement practices at the City, roles and responsibilities, processes, and the impacts of this proposal.

Subsequently at the March 3, 2021 meeting, Council approved the following recommendation from the Governance and Council Operations Committee:

*That staff provide the quarterly Purchasing Activity Report so that it includes supplementary information in the form of a brief executive summary for each item so as to allow Members of the Public and Council to have a brief description of each item listed within the report.*

#### **Current Situation:**

Amendments to contracts are reviewed, approved and processed by Purchasing through Contract Extension or Contract Renewal requests submitted by the applicable departments.

A Contract Extension is an amendment to a contract where the terms of the contract do not include the option for such amendment, for example an increase in contract value, change in scope, or extension of time. Contract Extension requests are prepared by the respective departments with a detailed explanation of the extension, for Purchasing's review and approval. Staff exercise caution and due diligence to ensure that a Contract Extension is not in fact a new requirement that should be competitively procured. Approval is obtained in accordance with the Purchasing By-law and the Delegation of Department Head Purchasing Authority Administrative Directive. Contract Extensions with a cumulative value of \$1M and greater requires CAO approval in addition to Department Head. If a budget amendment is required to process a Contract Extension, a report is prepared for Council's approval.

A Contract Renewal is an amendment where the option to renew is included in the original procurement documents and the terms of the contract, and approval is obtained at the time of original contract award. The option to renew a contract is part of the bid price so it is tested against the market and gives the City maximum flexibility. Having an optional renewal in the contract is a benefit to both the City and the vendor. For the City, benefits

include predictable cost, known performance, saves on-boarding time, and optimizes resources associated with complex procurements. Vendors are incentivized to submit competitive pricing and perform well understanding that these factors will be considered in the City's decision to renew a contract. The exercising of a Contract Renewal is at the Operating Department's discretion but is subject to agreement by the vendor. Departments and Purchasing work together to determine if the renewal of a contract is in the City's best interest, taking into consideration past performance by the vendor, market conditions, price fluctuations, operational impacts and any other factors that may be relevant to the specific contract or requirement.

Contract Extensions and Renewals with a cumulative value greater than \$100,000 are currently reported to Council as part of the Purchasing Activity Quarterly Report and, going forward, supplementary information that further describes these activities will be included as per Council's direction.

The table below summarizes the procurement practices at the Region of Peel and City of Mississauga. This reflects a high-level general summary of common practices and is important to note that each of their by-laws set out specific exceptions to some of these processes. Peel and Mississauga Councils approve direct negotiations \$100k and greater, where Brampton Council approves these procurements at \$1M and greater. For new competitive procurements, Brampton Council is involved in the approval of the commencement of procurements valued at \$1M and greater, with no council involvement at Peel and Mississauga. All three agencies are aligned in the process for contract renewals and some level of reporting to Council of procurement activities.

	<b>Region of Peel</b>	<b>City of Mississauga</b>	<b>City of Brampton</b>
<b>Limited Tendering / Direct Negotiations</b>	>\$100k requires Council approval	>\$100k requires Council approval	\$1M and greater requires Council approval to proceed with procurement
<b>New Procurements</b>	No Council Approval (exception noted above)	No Council Approval (exception noted above)	\$1M and greater requires Council approval to proceed with procurement
<b>Contract Extensions</b>	Council approval for: <ul style="list-style-type: none"> <li>Greater than 20% of the total contract price and greater than \$100k (exceptions included in By-law)</li> </ul>	Council approval for: <ul style="list-style-type: none"> <li>Greater than 20% of the original value and greater than \$100k or,</li> <li>Over \$1M (exceptions included in By-law)</li> </ul>	No Council Approval
<b>Contract Renewals</b>	Renewal options included in original procurement documents and award reports.  No Council approval required.	Renewal options included in original procurement documents and award reports.  No Council approval required.	Renewal options included in original procurement documents and award reports.  No Council approval required.

	<b>Region of Peel</b>	<b>City of Mississauga</b>	<b>City of Brampton</b>
<b>Procurement Reporting to Council</b>	Tri-annual reporting of contract awards greater than \$100k. Contract increases related to unforeseen circumstances and final contract payments are reported. Contract renewals are not reported.	Monthly reporting of contract awards, extensions and renewals greater than \$100k.	Quarterly reporting of contract awards, extensions, and renewals \$100k and greater.

Council's role as set out in the current Purchasing By-law aims to avoid the potential pitfalls of politicization of procurement decisions, accusations of bias in procurement decision making, lack of clarity regarding roles, responsibilities and accountabilities and harm to the City's procurement reputation.

Staff recommend the current reporting requirements remain unchanged as supported in this report. The Purchasing By-law provides comprehensive reporting to Council to support its oversight and fiduciary responsibilities relating to the City's procurement activities, ensuring procurement practices and procedures reflect and allow for fair, open and transparent processes.

If Council wishes to receive additional information, the following recommendation could be adopted:

That staff provide the quarterly Purchasing Activity Report so that it includes a summary of contracts with a value of \$100,000 and greater with upcoming renewal options, prior to contract renewal execution.

### **Corporate Implications:**

Council's proposal to receive contract extension and renewal requests for information as noted in the December 9, 2020 motion, prior to execution, could lead to operational and financial impacts as outlined below.

#### *Resource Intensive*

- Increased number of reports for Council review and consideration. Referencing the last two years' purchasing activity as a baseline, it will result in at least 200 additional reports each year.
- Staff time and resources from various City divisions to prepare increased number of reports to Council with each report taking approximately six weeks to prepare, review and seek internal approvals.

### Time Sensitivity

- Delays in approvals due to meeting scheduling, given that there are around 18 Council meetings annually, including summer, end of year recess and lame-duck period
- Impact to construction schedules relating to prime summer season, in-stream works, winter shut down, etc.
- Long lead times for complex procurements requiring resources to be re-allocated

### Pricing and Other Contractual Impacts

- Delays to project completion could cause externally-funded projects to be at risk
- Could temporarily stop ongoing work on-site, causing delays and impacting delivery of programs
- Disruption to delivery of essential services and goods, examples safety apparatus, transit, uniforms, etc.
- Potential deterrence of qualified vendors due to perception of City's longer processes and/or higher prices due to increased red-tape
- Increased contingency on projects to avoid excessive reports and on-site delays, resulting in increased encumbrance of funding
- Requires at least six months' notice if the recommendation to renew a contract is not approved in order for a procurement to be conducted

### **Strategic Plan:**

This report achieves the Strategic Plan goals in Good Government by achieving effective management of the City's finances through the City's procurement goals of encouraging competition, openness and transparency, fairness, objectivity, accountability, efficiency and effectiveness.

### **Terms of Council Priority:**

This report has been prepared in full consideration of the Term of Council Priority of "Brampton is a Well-Run City", demonstrating value for money of City programs and services through open, fair and transparent procurement processes.

### **Conclusion:**

Council directed staff to report back on the potential for future contract extensions and renewals be brought to Council for information prior to contract extension and renewal execution. This report outlines the potential operational and financial impacts to the City that could affect the delivery of efficient and effective services and programs to the public.



As a result, staff do not recommend changing current practices and reporting requirements; however, language is included in this report should Council wish to receive additional information. The current process adequately enables effective oversight by Council while balancing the need for controls and efficiency with the transparency and disclosure requested by Council.

Authored by:

Reviewed and Recommended by:

---

Diane Oliveira  
Manager, Purchasing

---

Gina Rebancos  
Director, Purchasing

Approved by:

Submitted by:

---

Michael Davidson  
Commissioner,  
Corporate Support Services

---

David Barrick  
Chief Administrative Officer

**Date:** 2021-05-20

**Subject:** 2018 - 2020 Public Sector Salary Disclosure: Management Salaries

**Contact:** Commissioner, Corporate Support Services  
Michael Davidson  
[Michael.Davidson@brampton.ca](mailto:Michael.Davidson@brampton.ca), 905-874-3985

**Report Number:** Corporate Support Services-2021-646

**Recommendations:**

1. That the report from Michael Davidson, Commissioner, Corporate Support Services and Sandeep Aujla, Director, Human Resources, Corporate Support Services, dated May 20, 2021, to the Committee of Council Meeting of June 9, 2021, re: Management Salaries, be received.

**Overview:**

- On May 5, 2021 Council directed ‘that staff report on the number of employees who manage others, their job titles, current salary (from the annual public sector salary disclosure list, and year-over-year increases, absolute values and as a percentage figure, and a benchmarking salary comparison to other municipalities and gapping data), and the number of direct reports for each, for the years 2020, 2019 and 2018 to the June 9, 2021 Committee of Council meeting’.
- This ad-hoc report was prepared in response to the Council request to review management, or non-union, employee salaries related to the Public Sector Salary Disclosure list.
- The Public Sector Salary Disclosure list is published annually and is based on a \$100,000 threshold which has not been adjusted for inflation since 1995. The \$100,000 threshold is a static target, while compensation and salary progression must remain competitive to counter inflationary and competitive pressures.

## Background:

The Public Sector Salary Disclosure (PSSD) Act has been in place since 1996 and 'makes Ontario's public sector more open and accountable to taxpayers'. It is often referred to as the "Sunshine List". It affects public sector employers and includes: provincial government ministries, crown agencies, municipalities, hospitals, public health boards, school boards, universities and colleges. "The act requires organizations that receive public funding from the Province of Ontario to make public, by March 31 each year, the names, positions, salaries and total taxable benefits of employees paid \$100,000 or more in the previous calendar year".

The \$100,000 salary threshold set over 25 years ago by the Government of Ontario, has not been indexed to reflect inflation or related cost of living adjustments to compensation. Using an up-to-date threshold of \$155,000, rather than the 25-year old threshold, the City would be reporting approximately 67 employees or 1.2% of the workforce.

There are two major components listed on the PSSD:

1. **Salaries:** amounts reported as employment income on the Canada Revenue Agency T4 slip. Examples include: regular earnings, over-time, earned vacation pay-out and salary continuance. Base salaries become a fixed cost, while all other components are more variable in nature.
2. **Taxable Benefits:** for those with an annual employment income of over \$100,000, any corresponding taxable benefits must also be reported. Examples include: employer paid group life insurance and accidental death & dismemberment (AD&D), access to a corporate vehicle and car allowances.

The 2020 PSSD list include 1,002 City of Brampton employees. A historical breakdown between unions groups is provided below:

**Table 1 – PSSD Count by Employee Group**

Employee Group	2020 PSSD Count	2019 PSSD Count	2018 PSSD Count
Brampton Professional Fire Fighters Association (BPFFA)	428	404	342
Non-Union	428	336	305
Canadian Union of Public Employees (CUPE)	100	46	51
Amalgamated Transit Union (ATU)	44	132	115
Other (Contract, PT, Elected Officials)	2	1	7
<b>Total</b>	<b>1,002</b>	<b>919</b>	<b>820</b>

## 1. Salaries

Union groups receive 'across-the-board' salary increases, based on their negotiated settlements through the collective bargaining process. This is governed by the Labour Relations Act for CUPE and ATU and by the Fire Protection and Prevention Act for BPPFA.

Non-union staff are governed by the Council-approved [Salary Administration Policy](#), whereby there are certain scenarios that warrant a salary increase. This policy follows best practice and ensures compliance with pay equity legislation, while balancing fiscal responsibility with attracting and retaining top talent.

The following provisions are detailed in the Salary Administration Policy.

### **Performance Management Program (Merit):**

*Base salary increases, lump sum payments or a combination thereof, will be applied to Non-Union employees based on their contributions to the organization through individual performance on an annual basis. Management will establish annual performance percentage increases, subject to budgetary considerations.*

### **Promotion:**

*A permanent position change to a higher grade. The maximum increase to be applied to the employee's base salary is up to 10% or grade minimum, whichever is greater.*

### **Critical Retention/Promotion:**

*A comprehensive business case must be provided for consideration by the Department Head, Director of Human Resources, and CAO. Approval is subject to confirmation that costs are within approved budget. In cases where the business case is submitted by the CAO, sign off by the Director of Human Resources and the City Treasurer is required. In all cases of critical attraction and retention, all compensation decisions must be within the approved salary range.*

### **Inversion:**

*Upon realignment, promotion or permanent lateral transfer, when there is a case of a permanent direct report with a base salary higher than the manager, the manager's base salary will be adjusted to match the direct report. Human Resources consultation must be undertaken in all cases of inversion.*

### **Job Evaluation:**

*All positions are evaluated according to the Job Evaluation Standard Operating Procedure and classified into the appropriate pay range of the Salary Schedule. Such classification is established according to the position competencies, effort, responsibility, working conditions and market conditions. When the employee's base salary is:*

- a. below grade minimum of the new salary range, the employee's base salary will increase to grade minimum.*
- b. within the grade of the new salary range, no salary adjustment will be applied.*
- c. above grade maximum of the new salary range, the employee's base salary will be red circled until such time that their base salary places within the salary range.*

## 2. Taxable Benefits

As part of its Health Benefit offerings, the City of Brampton provides Basic Life Insurance and AD&D coverage to all full-time + regular staff. These are considered taxable benefits for reporting purposes and any premiums paid on behalf of employees are included in the PSSD reporting under 'taxable benefits'. The average benefit for those on the PSSD list is \$500. Additionally, the Employee Business Expenses (FIN-160) administrative directive outlines the car allowance provision as follows:

### 6.1 Automobiles

*The Chief Administrative Officer ('CAO'), Department Heads and applicable Directors will receive a fixed monthly earnings allowance for a vehicle as a part of the terms and conditions of their employment.*

#### 6.1.1 FIRE DEPARTMENT STAFF

*The City will provide the Fire Chief, Deputy-Fire Chief(s) and other designated fire staff as approved by the CAO with a vehicle.*

Car allowances are adjusted annually based on inflation (2020 amount: \$16,550 / year).

## Current Situation:

### 1. Salaries

A review of the historical increases across the City's major employee groups demonstrates modest increases since 2014. The compounded annual growth rate (CAGR) ranged from 1.5% - 2.5% for the various groups over a six-year period. The non-union group had the lowest increases over this period, largely resulting from the suspension / scale-back of the merit program and the non-union salary range freeze that occurred in 2014 and 2015.

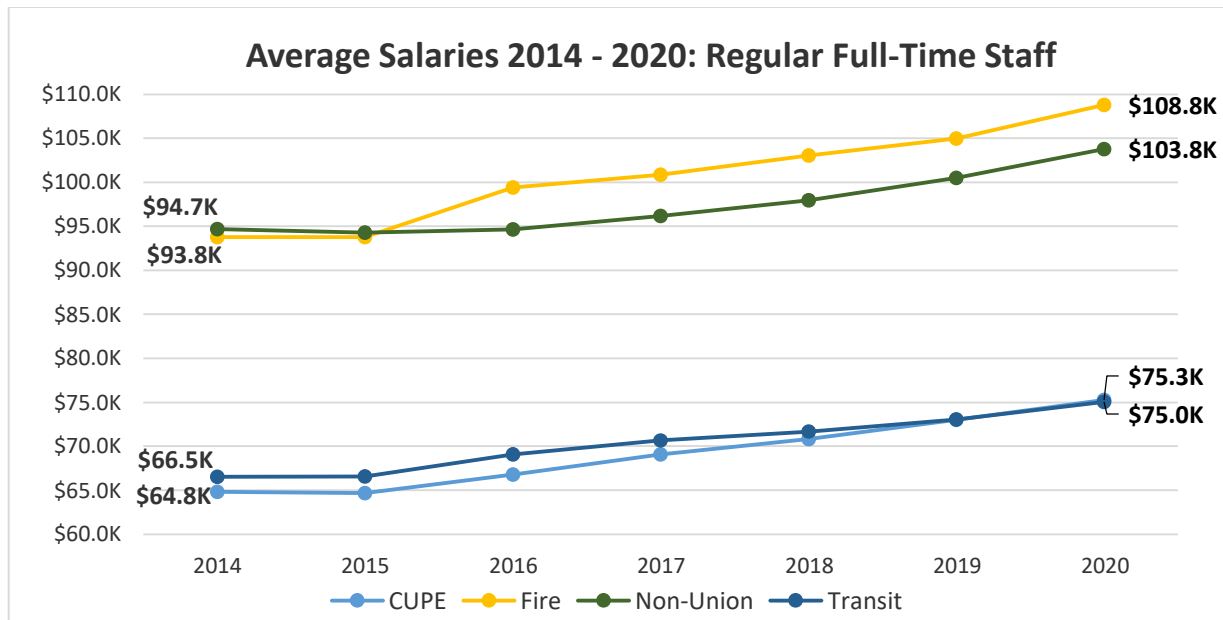
**Table 2 – Salary growth since 2014**

Average Salaries: Regular + Full Time Staff									
Employee Group	2014	2015	2016	2017	2018	2019	2020	Total Increase	CAGR
CUPE	\$64,815	\$64,664	\$66,769	\$69,077	\$70,795	\$73,013	\$75,270	16.1%	2.5%
Fire	\$93,763	\$93,787	\$99,397	\$100,858	\$103,044	\$104,968	\$108,779	16.0%	2.5%
Non-Union	\$94,692	\$94,298	\$94,640	\$96,155	\$97,945	\$100,512	\$103,762	9.6%	1.5%
Transit	\$66,520	\$66,568	\$69,078	\$70,651	\$71,673	\$73,050	\$75,041	12.8%	2.0%
<b>Total</b>	<b>\$77,153</b>	<b>\$77,004</b>	<b>\$78,901</b>	<b>\$81,094</b>	<b>\$82,763</b>	<b>\$84,284</b>	<b>\$86,835</b>	<b>12.5%</b>	<b>2.0%<sup>1</sup></b>

*Note: there was a delay in the collective bargaining process in 2015, where increases were rolled out in 2016 retroactively.*

*Average salaries do not include over-time, on-call pay or shift premiums readily available to union staff.*

<sup>1</sup>According to the Bank of Canada, inflation over the same period was 1.4% per year, on average.



Council has directed staff to provide additional information regarding the 428 non-union employees or ‘management’ employees on the PSSD list. A thorough analysis was completed to identify all relevant salary changes and to validate the reason for each increase for the 428 staff.

**Table 3 – 2020 Salary Increase by Category**

Category	2020 Employees Impacted	Average Increase	Description
Performance Management Program	403	3.8%	All non-union staff are eligible for the performance management program. Rating scale is set annually through the budget submission process (See <a href="#">Appendix 1</a> for details). The 2020 PSSD list is based on 2020 earnings which would have been impacted by the April 1, 2020 merit increases, based on the 2019 performance year.
Promotion	12	11.7%	Upon a vacancy or creation of a new budgeted position, internal candidates can apply to roles in a higher grade. Per policy, increases can range from 0 – 10% or the minimum of the grade range, whichever is greater.
Job Evaluation	-	-	Per policy, internal evaluation of job duties to assign an appropriate grade, applicable to all jobs up to Grade 9. Director and above roles are assessed by an external consultant.
Critical Retention / Promotion	7	17.5%	A salary increase supported and approved through a critical business case, per policy.
Inversion	1	7.3%	Adjusting a manager’s salary to match their highest paid direct report, per policy.

Vol Transfer	1	(4.1%)	Voluntary transfer to a lower grade. Employee cannot make more than grade maximum, per policy.
Other	3	7.9%	Market adjustment (applicable to Grades 10 and up).
<b>Totals</b>	<b>427</b>	<b>4.2%</b>	

**Table 4 – 2019 Salary Increase by Category**

Category	2019 Employees Impacted	Average Increase	Description
Performance Management Program	379	3.4%	All non-union staff are eligible for the performance management program. Rating scale is set annually through the budget submission process (See <a href="#">Appendix 1</a> for details). The 2019 PSSD list is based on 2019 earnings which would have been impacted by the April 1, 2019 merit increases, based on the 2020 performance year.
Promotion	17	10.5%	Upon a vacancy or creation of a new budgeted position, internal candidates can apply to roles in a higher grade. Per policy, increases can range from 0 – 10% or the minimum of the grade range, whichever is greater.
Job Evaluation	1	4.9%	Per policy, internal evaluation of job duties to assign an appropriate grade, applicable to all jobs up to Grade 9. Director and above roles are assessed by an external consultant.
Critical Retention / Promotion	5	15.6%	A salary increase supported and approved through a critical business case, per policy.
Inversion	2	4.6%	Adjusting a manager's salary to match their highest paid direct report, per policy.
Vol Transfer	-	-	Voluntary transfer to a lower grade. Employee cannot make more than grade maximum, per policy.
<b>Totals</b>	<b>404</b>	<b>3.8%</b>	

The 2020 performance year budget of \$2.5M was approved by Council through the 2021 Budget Document on December 9, 2020. Each year, staff report to Council regarding the annual performance management program. The 2020 performance year report will be brought to Council later in the year.

Over 95% of the salary increases received by those on the PSSD report are related to the 2019 performance management program. The average increase for this group was 3.8%.

Additionally, among the 428 non-union employees on the PSSD report, there were 12 promotions. Although the average increase was 11.7%, this was a result of employees being brought to the grade minimum of the new role's range. Of the 12 promotions, 5 were brought to grade minimum, which required salary increases over 10%, while the rest received 10% or less for the new role and increased responsibilities.

A few other insights identified by reviewing the three years of data include the following:

1. Average non-union staff salaries have been slowly approaching the \$100,000 threshold and surpassed that threshold in 2019.
2. Average base salary increase has been in line with inflation.
3. The 2020 calendar year included one extra week of pay, which added an additional \$1.9M of earnings for the 428 non-union employees on the PSSD report.
4. 94 employees received a one-time merit lump sum resulting from being at the grade maximum of their range. The average payment was \$3,250.
5. 53 employees received an average earned vacation payout of \$13,000, upon resignation, retirement or termination.
6. 61 employees earned over-time averaging \$8,400. These roles included supervisors and forepersons in Transit, Public Works & Engineering and Community Services.
7. 24 employees received severance payments.

## **2. Taxable Benefits**

The current Finance Administrative Directive indicates car allowance are reserved for the CAO, Department Heads and applicable directors. This limits the eligibility to approximately 14 senior leadership roles at the City.

Due to various assignments as Acting Commissioner, there was an increase in the number of employees receiving a monthly car allowance in 2020. The car allowance benefit ends once the assignment is complete and the employee returns to their home position. Additionally, there were 8 employees receiving a car allowance as part of their salary continuance agreement and so these payments have also ceased per their settlement end dates.

Alternatively, there are 4 senior non-union roles in the Fire department, which are granted a company vehicle. The taxable benefit attributable to this benefit is based on personal kilometer usage reported by staff. The vehicle currently available is the 2020 Dodge Durango.

## **3. Direct Report Summary**

The 428 non-union employees on the PSSD report are comprised of People Leaders and professionals/specialists who operate as individual contributors. At grades 8 and above, employees operate with medium to large portfolios and a significant number of direct and indirect reports. For example, a director may have 5 employees reporting directly into them, but have overall responsibility for a division of 200 employees.



Of importance, this assessment is based solely on the direct report per employee on the PSSD report as directed by Council. Corporate-wide, the City's 2021 budgeted complement was 3,791, with 549 roles with at least one full-time direct report. Based on this high-level information, the average number of direct reports per 'people leader' corporately is 6.9 full-time equivalent (FTE).

**Table 4 – Direct Reports by Grade Level**

Grade Level	2020 Average # of Direct Reports	2019 Average # of Direct Reports	2018 Average # of Direct Reports
Senior Leadership (Grade 12 & 14)	7.7	4.5	3.5
Director Level (Grade 10 & 11)	4.5	3.2	2.9
Management (Grade 8 + 9)	4.4	3.6	2.9
Professional/Specialists (Grades 5 - 7)	4.0	4.1	4.3
<b>Total</b>	<b>4.1</b>	<b>4.0</b>	<b>3.9</b>

#### 4. Municipal Benchmarking

Benchmarking against key comparators occurs annually, to ensure the City's non-union salary ranges and performance management program remain competitive for both internal and external recruitment. The City of Brampton has been on par, for the most part, with economic adjustments to the NU salary ranges since 2015.

**Table 5 – Cost of Living adjustment to non-union salary ranges.**

Comparators	COLA 2015	COLA 2016	COLA 2017	COLA 2018	COLA 2019	COLA 2020
City of Brampton	0.0%	2.0%	1.5%	1.5%	1.75%	1.75%
Comparator A	1.5%	1.75%	1.5%	1.5%	1.75%	1.75%
Comparator B	2.0%	1.5%	1.5%	1.5%	1.75%	1.75%
Comparator C	1.5%	2.0%	2.0%	2.0%	1.6%	1.6%

As of 2021, the City's ranges are within 1.1% of the average grade maximums of three neighbouring municipalities (see Appendix 2). Of the 3 comparators, one did not increase their ranges in 2021.

**Table 6 – April 1, 2020 Performance Management Scale**

<b>Municipal Comparator</b>	<b>Performance Rating Scale (%)</b>	<b>Historical Distribution</b>
Brampton	Exceptional	7.0%
	Exceeds Expectations	6.0%
	Meets Expectations	4.0%
	Meets Most Expectations	1.75%
	Improvement Needed	1.75%
Municipality 1	Band 1	6.25%
	Band 2	4.25%
	Band 3	1.75%
	Band 4	0%
Municipality 2	Exceptional	7.0%
	Successful	4.5%
	Inconsistent	1.5%
	Unsatisfactory	0%
Municipality 3	Exceptional Performance	8%
	Solid Performance	6%
	Developing	4%
	Not Meeting Expectations	0%
Municipality 4	Exceeds Expectations	5.75%
	Meets Expectations	3.75%
	Meets Most Expectations	2.25%
	Unsatisfactory	0%

Note: comparator performance scale and distribution is based on 2018/2019 benchmarking results.

### **Corporate Implications:**

#### Financial Implications:

- The performance management program for non-union staff is approved through budget and has been fully adhered to for the period 2018 - 2020.
- Gapping, or ongoing vacancies, fund the various other minor compensation adjustments occurring through-out the year. For 2021, a credit of approximately \$13.6M was budgeted for non-union vacancies, based on historical labour 'savings'.

#### Other Implications:

### **Term of Council Priorities:**

- This report supports the Council's priority of being a well-run city. A fair and competitive compensation model allows the City to be an employer of choice, attract and retain top talent, and enable the organization to deliver on the goals and priorities of Council.

## Conclusion:

This report highlights the compensation levels and progression for non-union staff on the 2020 Public Sector Salary Disclosure report. COVID-19 has been a challenging time for all and the committed and engaged workforce at the City of Brampton has proven to be resilient and effective in supporting the community and delivering on Council priorities.

Authored by:

Sandeep Aujla, HR Director

---

[Author/Principal Writer]

Reviewed by:

Evi Mangat, Sr Mgr, Talent Acquisition & Total Compensation

---

[Manager/Director]

Approved by:

Michael Davidson, Commissioner,  
Corporate Support Services

---

[Commissioner/Department Head]

Submitted by:

David Barrick, Chief Administrative Officer

---

[Chief Administrative Officer]

## Attachments:

**Date:** 2021-06-09

**Subject:** **Supply and Delivery of One (1) Fully Electric Powered Fire Truck – Budget Amendment and Request to Begin Procurement Report**

**Contact:** Scott Glew, Division Chief, Apparatus and Maintenance, Brampton Fire and Emergency Services  
[scott.glew@brampton.ca](mailto:scott.glew@brampton.ca)

**Report Number:** Brampton Fire and Emergency Services-2021-649

**Recommendations:**

1. That the report titled: **“Supply and Delivery of One (1) Fully Electric Powered Fire Truck – Budget Amendment and Request to Begin Procurement Report”**, to the Committee of Council Meeting of June 9, 2021, be received;
2. That a budget amendment be approved for Capital Project #202310-001 (Fire Vehicle Replacement – Squad 203) in the amount of \$730,000 to cover incremental costs of purchasing a fully electric powered fire truck, with funding of \$360,000 to be transferred from project #182310-001 and \$370,000 to be transferred from project #192310-006; and
3. That the Purchasing Agent be authorized to commence the procurement and enter into direct negotiations with ResQtech Systems Inc. for the Supply and Delivery of One (1) Fully Electric Powered Fire Truck.

**Overview:**

- **Council approved the department’s request to replace a Squad Class “A” Pumper as part of the 2019 Capital Budget. In an effort to achieve Council’s priority of being a Green City, Brampton Fire and Emergency Services has identified a viable alternative to the traditional internal combustion engine powered apparatus in the Rosenbauer RT, fully electric emergency response apparatus.**
- **The Rosenbauer RT is the only fully electric fire apparatus available on the market that is able to meet current firefighting standards and would make the City the first municipality in Ontario to deploy an electric**

**powered front-line emergency response vehicle, joining other world class cities such as Berlin, Amsterdam, Dubai, Los Angeles and Vancouver.**

- **ResQtech Systems Inc. is the only authorized dealer of Rosenbauer product in Ontario.**
- **The purpose of this report is to amend the Capital Budget by reallocating unspent capital funds to authorize the procurement of a fully electric fire truck through a direct negotiation.**

### **Background:**

The 2020 Capital Budget Submission included an approved budget for the replacement of one Squad Class “A” Pumper apparatus. In support of a “Green City” as identified in the Term of Council Priorities by moving towards greener and more environmentally friendly technologies, coupled with the sustainability focus in the 2021-2025 Fire Master Plan, an alternative to the traditional internal combustion engine was sought for the replacement of the aforementioned apparatus. The Rosenbauer RT is a fully electric powered fire truck and has been identified as a viable alternative to the traditional vehicles purchased by Brampton Fire and Emergency Services (BFES) in the past.

Moving forward with this advanced technology vehicle would represent an innovative contribution to the Community Energy and Emissions Reduction Plan and allow BFES to strengthen our commitment to a sustainable fleet. The City would join other world class cities such as Berlin, Amsterdam, Dubai, Vancouver and Los Angeles in deploying such technology and showcase Brampton as an international leader.

### **Current Situation:**

In an effort to continue the City’s drive towards a greener, more environmentally sustainable community, BFES has sought a viable alternative to the traditional emergency response vehicles. As such, the current in-service 2008 Squad Pumper that is due for replacement, is an ideal candidate to be replaced with the first fully electric powered fire truck in the province of Ontario.

The identified replacement vehicle is the world’s first fully electric fire truck (apparatus). The new technology allows fire crews to respond to emergencies while creating zero emissions, not only while travelling but also on site. The elimination of emissions on-site not only protects the environment but also the health and safety of the firefighters on scene by reducing the intake of carcinogens while operating near a diesel apparatus.

As is the case with all electric vehicles (EV), range and battery useful life is a key area of concern. However, the proposed replacement vehicle has increased range technology for the batteries while also deploying a redundancy system known as a range extender. This built-in range extender is essentially an onboard diesel generator

which is able to charge the batteries up to 80% in 15 minutes in the case of extensive fire and emergency service operations.

Additional unique features of the vehicle include the ability to raise and lower ride heights, similar to a passenger bus, to allow for ease of entry into the vehicle and reduce the reach height for firefighters to access equipment while on site. The ride height can be lowered to 6.8 inches and raised to a height of 18.5 inches. The raising of the ride height is significant, as it allows for flood response with no chance of water entering the engine, as there is not one.

Other noteworthy attributes to the driving capabilities, include all wheel steering to maneuver in tight locations and narrower roads in new subdivisions. In addition to its driving characteristics and safety features, the truck deploys the latest in ergonomic technologies, improving the health and safety of firefighters and reducing risks.

The fully electric vehicle will be adjusted to meet the needs of BFES in terms of usage and loading, without limiting the flexible vehicle architecture in the building process. The unit will be designed to meet all current industry standards for firefighting. Moreover, the reduction in fuel, maintenance and operating costs is expected to generate financial savings over the life cycle of the vehicle.

The new unit is planned to be deployed at the new, state of the art, Brampton Fire Campus, which is currently under construction. The required electrical infrastructure that charges electric apparatus has been incorporated into the construction of the new Fire Campus to ensure that current and future needs for electrical power supply have been addressed for the foreseeable future.

This new apparatus will enable BFES to lead the fire and emergency services industry in environmental sustainability and climate protection while protecting the safety of the citizens of Brampton.

The Rosenbauer RT is the only fully electric fire apparatus available on the market that is able to meet current firefighting standards. ResQtech Systems Inc. is the only authorized dealer of Rosenbauer product in Ontario.

### **Corporate Implications:**

#### **Purchasing Comments:**

The City will enter into direct negotiations with ResQtech Systems Inc. Upon successful conclusion, purchase approval will be obtained in accordance with the Purchasing By-law.

### Financial Implications:

Council approved \$950,000 as part of the 2020 Capital Budget for the purchase of a new Squad Class “A” Pumper apparatus at Station 203. A budget amendment will be required to Capital Project #202310-001 (Fire Vehicle Replacement – Squad 203) in the amount of \$730,000 to cover the incremental costs of purchasing a fully electric powered fire truck with similar capabilities, with funding of \$360,000 to be transferred from capital project #182310-001 and \$370,000 to be transferred from capital project #192310-006. This recommendation will result in a net zero budget impact. The operating cost savings realized over time from reduced fuel usage and maintenance will partially offset the incremental capital cost of purchasing an electric powered apparatus when compared to a traditional diesel powered apparatus.

### Term of Council Priorities:

This report has been prepared in full consideration of the Term of Council Priority of “Brampton is a Green City” by showing leadership in environmental innovation, by upgrading the City’s assets according to energy and environmental efficiency standards.

### **Conclusion:**

It is recommended that a budget amendment be approved and the Purchasing Agent be authorized to commence the procurement, subject to Council’s approval of the budget amendment as described in this report.

Authored by:

---

Scott Glew  
Division Chief, Apparatus and  
Maintenance  
Brampton Fire and Emergency Services

Reviewed by:

---

Kim Kane, Deputy Fire Chief  
Brampton Fire and Emergency Services

Approved by:

---

Bill Boyes  
Fire Chief  
Brampton Fire and Emergency Services

Submitted by:

---

David Barrick  
Chief Administrative Officer



June 7, 2021

Peter Fay, City Clerk  
City of Brampton  
2 Wellington Street West  
Brampton, ON  
L6Y 4R2

**Re: Application made by Korsiak Urban Planning – Jim and Luisa Mocon (City File: OZS-2020-0036)  
Application for Official Plan Amendment, Zoning By-law Amendment and a Draft Plan of Subdivision  
1879 Queen Street West, Ward: 4**

---

Kaneff Group of Companies acknowledges receipt of the notice of public meeting for 1879 Queen Street West (City File: OZS-2020-0036). We are the registered owner of the lands to the south and east of the subject site known as Lionhead Golf Club & Conference Centre located at 8525 Mississauga Road. By way of this letter, Kaneff would like to confirm that we have no objection to the application submitted for the lands located at 1879 Queen Street West to permit a mix of residential land uses.

Queen Street West is a major arterial road and transit corridor in the City of Brampton intended to accommodate a mix of uses and densities that support a complete community. There are a number of active development applications currently under review with the City of Brampton that will contribute a mix of land uses, densities and heights along Queen Street West that will certainly complement the existing neighbourhoods in this particular area of the City. As a developer with land holdings in Springbrook and the surrounding area, Kaneff is keen to pursue development opportunities that will contribute new housing options within the existing community that will be supported by the exiting BRT service along Queen Street West. We encourage the City of Brampton to consider amendments to the existing policy framework that supports intensification and mixed-use development along Queen Street West and the surrounding area.

Kaneff would like to thank the City of Brampton for notifying us of the public meeting date for this application and would request that we continue to be notified of key milestones associated with this development proposal moving forward.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Freeman", written over a light blue horizontal line.

Kevin Freeman, MCIP, RPP  
Director of Planning & Development, on behalf of the Kaneff Leadership Team

t: 905 454 0221 f: 905 454 0297 e: [info@kaneff.com](mailto:info@kaneff.com)

---

Kaneff Group of Companies, 8501 Mississauga Road, Brampton ON L6Y 5G8



---

**Subject:**

FW: [EXTERNAL]File No.OZS-2021-0005

**From:** mansoor ameer sulthan

**Sent:** 2021/06/09 11:23 AM

**To:** Li, Xinyue (Jenny) <[Xinyue.Li@brampton.ca](mailto:Xinyue.Li@brampton.ca)>; Fay, Peter <[Peter.Fay@brampton.ca](mailto:Peter.Fay@brampton.ca)>; MayorBrown <[MayorBrown@brampton.ca](mailto:MayorBrown@brampton.ca)>; Palleschi, Michael - Councillor <[Michael.Palleschi@brampton.ca](mailto:Michael.Palleschi@brampton.ca)>

**Subject:** [EXTERNAL]File No.OZS-2021-0005

After Greetings,

I am really sorry for the Day of 07th June 2021 Meeting, which is for the above mentioned subject and my audio was not properly set, I could not able to share my thoughts.

My concern about the Proposed 35 single-detached dwellings are not a problem for the community, Except to consideration to have a along side a trail for walking to reduce people crowd in future park and a safety. Growing crime in the city and increasing weed shops and cars are run over in walk ways. Please try best to have walking trail along the green space with a cross bridge and some relax benches.

The proposed future town house block containing 37 units, is a high risk for the safety. Because of entire units have only one entrance through McLaughlin. The entrance is very near from Mayfield. At present have only single track at McLaughlin. Entrance to the dwelling is from only south McLaughlin, Before constructing this dwelling have to wide Mayfield and traffic signal lighting system and also widen McLaughlin, Two track for traffic flow to south and one track to dwelling entrance and also need for the residents a park. They resident have lock to any park near by.

This is think i like to express at the meeting, unfortunately my mic was in disabled.

Hope the administration of Brampton may give priority for the request and this request not only from me. I have been consulted with some of area residents.

Thanks.

Mansoor Ameersulthan.

---

**Subject:** FW: [EXTERNAL]OZS-2021-0006  
**Attachments:** 58 Jessie.docx

**From:** MARK SYMINGTON  
**Sent:** 2021/06/10 9:36 AM  
**To:** City Clerks Office <[City.ClerksOffice@brampton.ca](mailto:City.ClerksOffice@brampton.ca)>  
**Subject:** [EXTERNAL]OZS-2021-0006

Good morning,

Following the difficulty with my mic the other night at the meeting, please find attached my statement that was going to be presented for the proposal at 58 Jessie Street (OZS-2021-0006. Thank you again.

Sincerely,

Mark Symington  
Brampton

Good evening,

Thank you for allowing me to voice my concerns tonight. I come to you as a resident living on Jessie Street. My family and I have lived in this house for almost a decade. My wife was born and raised in Brampton. I myself have served as a public servant in the region of Peel for over thirty years, most of which has been here in Brampton. We call Brampton home. We were happy to find a neighborhood like ours. People that are friendly and kind. A beautiful neighborhood. Lots of green space with a good size backyard for our child and dog to play in. We were happy to find a place in Brampton that has a small community feel with all the perks of a city. A place to call home. When we saw the sign going up stating that there was a proposal to build 6, 3 story townhouses, to say we were angry and disappointed would be an understatement. This area of Brampton has become busy enough. New subdivisions have popped up all over the north west section of Brampton. Just at the end of Haggert and facing onto Henderson a proposal has been made to build over 400 living accommodations in the form of town houses and an 11 story high rise. This would mean another 1000 plus people moving into this area alone. This doesn't include the new subdivision that is proposed for the Fair Oaks and McMurchy area or the highrise proposed at Queen and Mill Street. Traffic on Queen street is busy even during the pandemic forget pre pandemic. McMurchy during rush hour can also be extremely busy. It often takes several minutes to make a turn onto McMurchy from Jessie. We have seen a steady increase in traffic over the last several years. It will get much worse. I attended the planners meeting and was not impressed. It's clear that this monstrosity of a building is being built to make a quick buck. Squeezing 6 units onto this property is proof of this. To build another house or even a larger 2 story house would make sense. On paper there are parking spots aloted, but nowhere near enough. Vehicles will be parked on the street which hinders the sight line for the two way stop at Jessie and Haggert. The building is proposed to be built right up against the sidewalk. 4 Years ago, the past owner of this house was told by the city to remove her bush at the corner of her property as it interfered with this stop. A bush that had been planted there 50 years ago. Now a 3 story building will block this sight line. Another concern is during the winter, where will the snow be dumped after plowing the driveways and sidewalks? Where will the bins for garbage and recycling be put especially during snowfalls? Putting 6 units on this property is ludicrous. Making them three stories, also ridiculous. It is most likely going to be 3 ½ when all is said and done. Nothing on this street is above 2 stories. It will block the afternoon sun, and residents of this building will be looking into other people's backyards from the balconies. Construction noise will be disruptive and long in duration. As a shift worker who works night shifts I do not welcome this. How long will this build take? Please understand, I know that Brampton wants to have as many citizens as possible, it's what allows our city to grow. I just think that there are many other options in Brampton. Many, many new subdivisions are slated for construction. A 6 unit, 3 story monstrosity of a building being built at 58 Jessie does not fit in this subdivision. In fact it greatly diminishes the historical look of our down town neighborhoods. It looks like it belongs in Toronto. By allowing this proposal to pass, I feel that many more people will jump onto this opportunity and our downtown area will become nothing but town houses and condos. A place to make a quick buck. It will become like Toronto. I don't think that's what most of the people in this area would want. Thank you for taking the time to listen to my concerns. I hope you will take these points, and those raised by my neighbour's into consideration and reject this proposal. Thank you.

---

**Subject:**

FW: [EXTERNAL]Phragmites in Professor's Lake

**From:** [info@myprofessorslake.org](mailto:info@myprofessorslake.org) <[info@myprofessorslake.org](mailto:info@myprofessorslake.org)>

**Sent:** Thursday, June 10, 2021 11:56 AM

**To:** Brown, Patrick - Mayor

**Cc:** McKelvey, Brian; Plaggemeier, Dirk; Fortini, Pat - Councillor; [KYarde-CO@ndp.on.ca](mailto:KYarde-CO@ndp.on.ca); PLRA; Rick Dorian; Ferreira, Joe; Fagan, Edward (Parks); Lucas, Blaine

**Subject:** [EXTERNAL]Phragmites in Professor's Lake

Dear Mayor Brown,

Thank you for your personal interest in issues of concern at Professor's Lake.

The Professor's Lake Residents Association (PLRA) would like to reinforce the comments made by Rick Dorian on the topic of Phragmites taking over large sections of the shoreline of Professor's Lake.

Residents of the area have been very concerned with the alarming progression of the Phragmites invasion for many years. The Association has invited city officials to speak on the topic at each of our annual meetings for at least the past three years, and the answer has always been the same — a method of control is being studied but needs approval. It is somewhat surprising to now learn that even though a control chemical has been approved city staff did not realize that a spray permit had to be obtained.

The Phragmites is now in its new growth phase and from the research we have done this is the best time of year to tackle the problem. Our understanding is that eradication of Phragmites is a multi-year undertaking, so the sooner action is taken the better. We would appreciate hearing about a possible action plan on this topic.

Another problem that has gotten much worse around the lake is the rapidly expanding goose population. This winter we had hundreds of geese over-wintering on a small section of open water at the north end of the lake. Four years ago we only had six goslings born on the lake. This has rapidly expanded to well over thirty-six goslings born this year. Those born on the lake in one year normally return to mate the following year, so we could see well over a hundred goslings born on the lake next year.

Many of the lakeside residents have had to install fencing along their waterfront to protect their backyards from being destroyed by the geese. The birds like to feed on the grass, but the amount of droppings left on a lawn by four adult geese and twenty goslings in an hour's visit is stunning. Goose droppings have also fouled the walkway in a number of areas, making it rather unpleasant to walk the path. The adult geese are often quite aggressive to pedestrians as they protect their young.

We have brought the goose matter to the attention of Kathy Duncan, Manager of Animal Services at the City, and have also had a visit from Danny Moro of the Toronto Region Conservation Authority. Again, little corrective action seems to have been taken. Given the additional goose droppings deposited in and around the lake we worry about the number of beach closings there may be this summer due to water quality issues.

The Phragmites and goose invasions are both issues that are seriously impacting people's enjoyment of the amazing Professor's Lake, and it appears that neither are being effectively addressed. We would ask that concrete action plans be developed to address these two issues, with targets and follow up reports on progress made available to the PLRA for dissemination to our lake residents.

In fact, the PLRA would like to extend an invitation to you, Mayor Brown, and your staff to take a walk around the lake with our PLRA Leadership Team to view the issues first-hand. Let us know a date/time that is convenient for you and we will gladly join you.

Yours Sincerely,

John Frim, Treasurer, PLRA  
for  
PLRA  
[info@myprofessorslake.org](mailto:info@myprofessorslake.org)

ONTARIO

SUPERIOR COURT OF JUSTICE  
DIVISIONAL COURT

R.S.J. MacLeod, Kristjanson and Favreau JJ.

B E T W E E N:

GURPREET S. DHILLON

Applicant

- and -

THE CORPORATION OF THE CITY OF  
BRAMPTON and THE INTEGRITY  
COMMISSIONER OF THE CITY OF  
BRAMPTON

Respondents

)  
)  
) *Nader R. Hasan, Frederick Schumann and*  
) *Zachary Al-Khatib* for the Applicant  
)  
)  
)  
)  
) *Gavin MacKenzie and Brooke MacKenzie* for  
) the Respondent, the Corporation of the City of  
) Brampton  
)  
) *Julia Wilkes, Jordan Goldblatt and Victoria*  
) *Wicks* for the Respondent, the Integrity  
) Commissioner of the City of Brampton  
)  
)  
)  
) **HEARD at Toronto by videoconference:**  
) December 16, 2020

**REASONS FOR DECISION**

**Kristjanson J.**

[1] The Integrity Commissioner for the City of Brampton investigated a complaint that Councillor Dhillon, while representing the City as a member of an international trade mission in Turkey, sexually assaulted a Brampton business owner who was also a member of the trade delegation. The Integrity Commissioner concluded that Councillor Dhillon's actions violated several Rules in the City's Code of Conduct for Members of Council ("Code of Conduct"), including those regarding harassment, discreditable conduct, failure to adhere to Council's policies and procedures, and obstruction of her investigation. The Integrity Commissioner provided her

Final Report to City Council, recommending that Council take several actions including suspending Councillor Dhillon for 90 day and a formal reprimand. Council accepted the Integrity Commissioner's recommendations during its meeting on August 5, 2020, and passed resolutions under the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "*Municipal Act*") implementing the recommended actions and other remedial actions.

[2] Councillor Dhillon brings a judicial review application seeking to set aside the actions of the Integrity Commissioner and City Council. Councillor Dhillon seeks an order quashing the Final Report or the Integrity Commissioner's findings that Councillor Dhillon contravened the Code of Conduct. Councillor Dhillon also seeks an order quashing some of the resolutions passed by Council on August 5, 2020.

### **Factual Background**

#### ***Statutory Scheme***

[3] Pursuant to Part V.1 of the *Municipal Act*, municipal councils must establish codes of conduct for their members and may appoint integrity commissioners to investigate code of conduct breaches by council members. Under s. 223.4(1)(a) an integrity commissioner may commence an inquiry into a code of conduct breach based on a request from council, members of council, or members of the public. If an integrity commissioner reports a code of conduct breach, the municipality can either issue a reprimand or a suspension of pay for up to 90 days under s. 223.4(5).

[4] The City has established an Office of the Integrity Commissioner and a Code of Conduct. The Code of Conduct recognizes that there must be high ethical standards for elected officials to ensure public trust. Council has also established a Code of Conduct Complaint Protocol ("Complaint Protocol"), which together with the *Municipal Act*, establishes procedures for how the Integrity Commissioner investigates and reports on a council member's alleged misconduct.

[5] Section 5 of the Complaint Protocol sets out a process for the investigation:

5 (1) The Integrity Commissioner will proceed as follows, except where otherwise required by the *Public Inquiries Act*:

(a) serve the complaint and supporting material upon the member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten days...

(2) If necessary, after reviewing the written materials, the Integrity Commissioner may speak to anyone relevant to the complaint, access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act*, and may enter any City work location relevant to the complaint for the purposes of investigation and settlement.

(3) The Integrity Commissioner shall not issue a report finding a violation of the Code of Conduct on the part of any member unless the member has had reasonable

notice of the basis for the proposed finding and any recommended sanction and an opportunity either in person or in writing to comment to the Integrity Commissioner on the proposed finding and any recommended sanction.

[6] If the complaint is sustained, under the Complaint Protocol, the Integrity Commissioner is required to report to Council. The Integrity Commissioner may recommend penalties set out in the *Municipal Act*, which are a reprimand or a 90-day suspension of pay, and may also recommend that Council take “corrective action” such as the removal from membership of a committee, repayment or reimbursement of money, or an apology.

[7] Thus, the Integrity Commissioner investigates and reports to Council with recommendations. Only Council can impose penalties or corrective actions in response to a report by the Integrity Commissioner.

### ***The Sexual Misconduct Alleged***

[8] Councillor Dhillon is the Regional Councillor for Wards 9 and 10 of the City of Brampton. In November 2019, Councillor Dhillon was invited to attend a Brampton Trade Mission in Ankara, Turkey, as a part of his role as Chair of the Economic Development Committee of City Council. The confidential complainant, who is a small business owner, was also invited on the Trade Mission. The complainant arrived in Turkey in November 2019 and met Councillor Dhillon at night. The complainant alleged that Councillor Dhillon came to her hotel room and attempted to force himself upon her. The complainant changed her flight to return to Canada early.

### ***The Complaint and the Investigation***

[9] On November 20, 2019, the complainant met with Mayor Brown and a staff member, told them about the incident, and played an audio recording made by her during the incident. On November 26, 2019, Mayor Brown's staff member wrote an email to the Integrity Commissioner with some details about the allegations.

[10] After additional email communications, on November 27, 2019, Mayor Brown called the Integrity Commissioner and reported the complainant's allegations that Councillor Dhillon had sexually assaulted her. Mayor Brown advised that he had also reported the matter to the police. By email later that day, the Integrity Commissioner informed Mayor Brown that she was treating his request as a formal complaint under the Complaint Protocol that required an investigation. Mayor Brown did not object. The Integrity Commissioner stayed her investigation when she learned the matter was being investigated by the Peel Regional Police.

[11] On December 19, 2019, once the Integrity Commissioner learned that the Peel Regional Police were no longer investigating, the Integrity Commissioner informed the Mayor and Councillor Dhillon that she would be continuing her investigation. By the end of January 2020, the Integrity Commissioner had interviewed the complainant, Mayor Brown, and other individuals.

[12] Between January and March 2020, the Integrity Commissioner sought to interview Councillor Dhillon. The Councillor did not meet with the Integrity Commissioner for an interview.



[13] In a letter dated March 18, 2020, Councillor Dhillon's legal counsel questioned whether the Integrity Commissioner could commence an investigation without a completed Complaint Form, arguing that the Integrity Commissioner did not have discretion to treat the Mayor's phone call as a formal complaint. The Integrity Commissioner spoke with the complainant and her counsel on March 19, 2020. The next day the complainant filed a Complaint Form stating that she had been sexually assaulted by Councillor Dhillon in Turkey and alleging violations of Rules 14 (Harassment) and 15 (Discreditable Conduct) of the Code of Conduct.

[14] The Integrity Commissioner informed Councillor Dhillon, through his counsel, that she had accepted Mayor Brown's request as a formal complaint. She referred to section 223.4(1) of the *Municipal Act*, which empowers her to receive requests from members of Council to investigate alleged violations of the Code and does not contemplate a formal complaint. She also provided the complainant's Complaint Form.

[15] Councillor Dhillon was provided with some disclosure, but not all that he had requested. While the Integrity Commissioner sought to meet with Councillor Dhillon, and provided him with the Interim Report, other than a blanket denial, Councillor Dhillon did not respond to the Integrity Commissioner's inquiries.

### ***Interim Report***

[16] On July 14, 2020, the Integrity Commissioner provided Councillor Dhillon with her Interim Report, which was 260-pages in length (including appendices) and set out the proposed findings and proposed recommendations for action by Council. As discussed below, the Integrity Commissioner requested that Councillor Dhillon provide his comments in response to the Interim Report.

[17] In response, the Councillor's lawyers raised procedural and jurisdictional issues, and maintained the Councillor's denial of the allegations.

### ***The Final Report***

[18] On July 22, 2020, the Integrity Commissioner released her Final Report. She found that Councillor Dhillon sexually harassed the complainant, and that his conduct towards the complainant was "grossly discreditable and was unbecoming of his role as City Councillor for Brampton."

[19] The Report made the following findings of fact:

Based on my overall assessment of all the documentation before me, most crucially, the audio recording that was produced to me by the Complainant, I find that Councillor Dhillon tried to force himself onto the Complainant in her hotel room at Movenpick Hotel in Ankara, Turkey, between the late hours of November 14, 2019 and the early hours of November 15, 2019. The timing and date of the incident is confirmed through the hotel check-in receipt, the email that the Complainant sent to Mr. Ward following the incident, as well as the phone calls the Complainant made to Ahmet directly after the incident.

I find that the Complainant made it clear that she did not want to engage in any sexual contact or sexual activity with Councillor Dhillon while he was in her hotel room that night. This is exhibited through the transcript of the audio recording, which I have attached to the Report. The audio recording makes it very clear how vigorously the Complainant was refusing Councillor Dhillon while he was trying to force himself onto her.

The Complainant said "no" a total of 74 times. During the audio recording, I could hear the Complainant's voice becoming distant from the recording device as she continually pleaded with Councillor Dhillon to put her down. It is further clear that Councillor Dhillon forcefully lifted up the Complainant's skirt while he had her in his grip and while she was off of the ground. The audio recording also makes it evident how traumatized and panicked the Complainant was after Councillor Dhillon exited the room. In the audio recording, I could hear the Complainant approach the recording device, while she began panting uncontrollably.

In reviewing the evidence from the various individuals that I interviewed, it is clear to me that they were of the view (generally) that the Complainant seemed unwell, disturbed, and traumatized by the sexual misconduct she experienced at the hands of Councillor Dhillon.

It is also clear to me, through my investigative interviews, that Councillor Dhillon attended the Trade Mission for the purpose of work for the City of Brampton. Not only was the trip paid for by the City of Brampton, Councillor Dhillon made it evident to the Complainant that he was the "Councillor for Brampton", a fact that the Complainant repeats to Councillor Dhillon in the audio recording.

[20] The Integrity Commissioner found that Councillor Dhillon breached Rule 14 (Harassment) of the Code of Conduct by sexually harassing the complainant. She also found that he failed to comply with the City's Respectful Workplace Policy, which is referred to in Rule 14 of the Code of Conduct. She held that councillors have a positive obligation to abide by all policies and procedures established by Council and the City generally, and must "lead by example to ensure that they take every step to follow those policies and procedures." She found that failure by councillors to comply with City policies and procedures "erodes the sense of responsibility that other City employees have in relation to those same policies and procedures." The Integrity Commissioner found that Mr. Dhillon had breached Code of Conduct Rule 15 (Discreditable Conduct) and Rule 18 (Failure to Adhere to Council Policies and Procedures). The Integrity Commissioner found that Councillor Dhillon, by refusing to participate in an investigative interview, obstructed her investigation contrary to Rule 19 (Reprisals and Obstruction).

[21] Due to these breaches of the Code of Conduct, the Integrity Commissioner recommended that Council take several actions.

### ***Council's Decision***

[22] On July 28, 2020, Councillor Dhillon served an application for judicial review on the City. His lawyer requested that Council defer consideration of the Final Report pending the outcome of his judicial review application.

[23] On August 4, 2020, Councillor Dhillon, through his lawyer, again requested that the matter be deferred until after the judicial review application was heard. The lawyer's letter conveyed that the Councillor "adamantly denied" the sexual assault allegations, and summarized the Councillor's position on procedural, evidentiary and jurisdictional flaws in the Integrity Commissioner's process as set out in the application for judicial review. This letter was provided to Council as additional correspondence prior to the Council Meeting on August 5, 2020.

[24] On August 5, 2020, Council considered the Final Report, passed several resolutions to adopt all the Integrity Commissioner's recommendations, and adopted resolutions setting out additional corrective actions.

[25] Resolution 302-2020 accepted the recommendations made by the Integrity Commissioner:

1. That Councillor Dhillon's pay be suspended (in accordance with the *Municipal Act, 2001*) for 90-days (the maximum length of suspension under the Act).
2. That Council issue a formal reprimand for Councillor Dhillon's misconduct as set out in the Report of the Integrity Commissioner.
3. That Councillor Dhillon issue a formal apology to the complainant and to the public generally for his gross misconduct.
4. That remedial action, as deemed appropriate by Council under its statutory authority, be directed to include the following:
  - a. Removal from membership and Chair (where applicable) of a committee.
  - b. Removal of Councillor Dhillon's ability to travel outside Ontario on any City business.
  - c. Apart from during Council Meetings, communicate with members of the public solely via email using his City email address - for further clarity - no other form of communication shall be permitted.
  - d. Prevent Councillor Dhillon from access to municipal offices except to retrieve Council mail/packages, make bill payments, or to attend for Council meetings.

[26] Council also passed Resolution 303-2020, which elaborated on and clarified item 4(a), the removal from membership from Council Committees or appointments. Resolution 303-2020 provides that, in accordance with the City's authority under sections 8, 9, and 11 of the *Municipal*

*Act* and section 13.2 of *Procedure By-law* 160-2004 (which permits Council to reconsider a decision made earlier in the current term), Council revoked its earlier decisions to appoint Councillor Dhillon:

1. as Chair of the Economic Development & Culture Section,
2. as the City representative on the Federation of Canadian Municipalities ("FCM"), and
3. as a member of the Community Safety Advisory Committee ("due to the serious nature of the allegations and the sensitive nature of the committee", which works to tackle discrimination and other social factors that contribute to crime and victimization).

[27] Council passed three other resolutions:

1. Resolution C305-2020: a non-binding motion requesting that Councillor Dhillon resign and "recognize that his conduct as a leader in our community has been contrary to the Council Code of Conduct", given councillors' duties to "arrange their public affairs in a manner that promotes public confidence and respect and will bear close public scrutiny" as well as Council's "duty as elected officials to lead by example" and "responsibility to stand behind victims that have come forward and shared the details of the harassment they experienced".
2. Resolution C204-2020: directing that the Report be provided to the Integrity Commissioner of the Region of Peel (since Councillor Dhillon also sat as a Regional Councillor).
3. Resolution C306-2020: resolving that "full support be offered to the victim, along the lines of what is available to City staff".

[28] The resolutions were formally enacted through Confirming By-law 158-2020, passed at the end of the Council Meeting on August 5, 2020 which adopted, ratified, and confirmed the actions of the Brampton City Council at that meeting.

### **Jurisdiction**

[29] The Divisional Court has jurisdiction to hear this application under section 2(1) of the *Judicial Review Procedure Act*, R.S.O. 1990, c. J.1 ("JRPA").

### **Issues:**

[30] Councillor Dhillon raises three issues against the Integrity Commissioner:

- (1) Did the Integrity Commissioner properly commence the investigation of Councillor Dhillon?

(2) Did the Integrity Commissioner deny Councillor Dhillon procedural fairness in her investigation?

(3) Were the Integrity Commissioner's findings in her Final Report reasonable?

[31] Councillor Dhillon raises a fourth issue against the City and the Integrity Commissioner:

(4) Were the penalties recommended by the Integrity Commissioner, and imposed by Council, authorized by the *Municipal Act*?

### **Standard of Review**

[32] The parties agree that reasonableness is the standard of review on substantive issues: *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 at para. 37. There is no standard of review for questions of procedural fairness; rather, the court determines whether the administrative decision-maker afforded the appropriate level of procedural fairness.

### **Issue #1: Did the Integrity Commissioner properly commence the investigation of Councillor Dhillon?**

[33] The Councillor submits that the Integrity Commissioner had no jurisdiction to investigate the allegations because she did not receive a written Complaint Form as required by the Complaint Protocol until March, 2020, and she commenced the investigation on the basis of the allegations raised in a phone call from Mayor Brown.

[34] Rather than a question of jurisdiction, this is question of law or exercise of discretion to which the reasonableness standard applies. A reasonable decision is “one that is based on an internally coherent and rational chain of analysis and that is justified in relation to the facts and law that constrain the decision maker” (*Vavilov*, at para. 85). When conducting a reasonableness review, the court must begin its inquiry by examining the reasons of the administrative decision-maker with “respectful attention”, seeking to understand the reasoning process followed by the decision-maker (*Vavilov*, at para. 84). The reasons should be read holistically and contextually (*Vavilov*, at para. 97). The reviewing court must ask “whether the decision bears the hallmarks of reasonableness—justification, transparency and intelligibility—and whether it is justified in relation to the relevant factual and legal constraints that bear on the decision” (*Vavilov*, at para. 99).

[35] In her Final Report, the Integrity Commissioner states that she commenced an investigation based on the telephone call from Mayor Brown. She specifically referred to section 223.4(1)(a) of the *Municipal Act*, which provides that an Integrity Commissioner may conduct an inquiry “in respect of a request made by council, a member of council or a member of the public about whether a member of council or of a local board has contravened the code of conduct applicable to the member.” The Integrity Commissioner reasonably relied on the telephone conversation with Mayor Brown as a request by a member of Council which is a triggering event under the *Municipal Act*.

[36] The Complaint Protocol states that requests for an investigation shall be sent in writing to the Integrity Commissioner in a Complaint Form. This is a procedural document which standardizes written requests for inquiries under s. 223.4(1) of the *Municipal Act*. The Complaint Form provides that the complainant must: (a) identify themselves and provide contact information; (b) identify the Council member who they alleged contravened the Code of Conduct; (c) describe the contravention and the rule(s) allegedly contravened; and (d) provide witness contact information, if any. These requirements aim to deter vexatious allegations and provide written notice of the allegations against the Council member.

[37] Given this substantive compliance with the information required on the Complaint Form, the Integrity Commissioner advised Mayor Brown, in writing, that she was treating the allegations as a formal complaint under the Complaint Protocol. Mayor Brown did not object. Mayor Brown's report of the complainant's allegations triggered the Integrity Commissioner's jurisdiction to investigate, and it was reasonable for her to commence the investigation on that basis.

[38] In her Final Report, the Integrity Commissioner explained that she exercised her discretion to conduct a preliminary investigation on the basis of the phone call with Mayor Brown in part due to the nature of the allegations:

While Mayor Brown did not file an official formal complaint... I exercised my own discretion to treat it as a complaint that required at least a preliminary investigation so that I could better understand what happened in Turkey. I chose to exercise my discretion in doing this, as the allegations were extremely concerning in nature. I was and still am of the view that allegations of this nature (sexual misconduct) are to be investigated immediately and without delay.

[39] The Commissioner also stated that she commenced the investigation after the Mayor's phone call to assess the merits of the complaint to see if it had an "air of reality", consistent with her screening function under section 3(2) of the Complaint Protocol.

[40] The reasons given are appropriate to the regulatory context, the purpose of the Integrity Commissioner's role in investigating complaints, and the importance of the particular incident giving rise to the alleged violations of the Code of Conduct. I find that the decision to commence the investigation bears the hallmarks of reasonableness—justification, transparency and intelligibility—and was justified in relation to the relevant factual and legal constraints that bear on the decision.

[41] In any case, the complainant filed a signed Complaint Form on March 20, 2020. Her Complaint Form confirms the Integrity Commissioner's jurisdiction to investigate the misconduct. The Councillor argues that the formal complaint filed by the complainant in March 2020 should be disregarded because it was engineered by the Integrity Commissioner. He submits that the Integrity Commissioner spoke with the complainant after his counsel informed the Integrity Commissioner of his concern that she did not have a formal complaint. Councillor Dhillon asserts that the Integrity Commissioner's actions raise the inescapable inference that she induced a complaint from the complainant to render the objections of his counsel moot.

[42] First, as confirmed by this Court in *Di Biase v City of Vaughan*, 2016 ONSC 5620, to the extent a Complaint Form does not contain the required information, it is open to the Integrity Commissioner to contact a complainant and supplement the information provided. There is nothing that restrains an Integrity Commissioner from doing so. The decision to file the complaint was that of the complainant, who was represented by counsel.

[43] Second, as stated in *Di Biase* at para. 37:

This Court will always be reluctant to permit judicial review of a decision by the Integrity Commissioner to commence an investigation. The decision to commence an investigation does not decide or prescribe the legal rights, powers, privileges, immunities, duties or liabilities of the Councillor who will be investigated. The decision to investigate does not decide whether the Councillor is eligible to receive or to continue to receive a benefit. Permitting judicial review of this class of decisions will inevitably result in two hearings instead of one. Finally, there is no basis for reviewing this Integrity Commissioner's decision to commence this investigation.

[44] Alternatively, if a signed Complaint Form was necessary prior to March 19, 2020, in these circumstances, I would apply s. 3 of the JRPA which states:

On an application for judicial review in relation to a statutory power of decision, where the sole ground for relief established is a defect in form or a technical irregularity, if the court finds that no substantial wrong or miscarriage of justice has occurred, the court may refuse relief and, where the decision has already been made, may make an order validating the decision, despite such defect, to have effect from such time and on such terms as the court considers proper.

[45] Councillor Dhillon has not established any prejudice - let alone a substantial wrong or miscarriage of justice - arising from the lack of a signed Complaint Form prior to March 20, 2020. Granting Councillor Dhillon's requested relief regarding the absence of a Complaint Form prior to March 20, 2020, would privilege form over substance, at the expense of ensuring accountability and transparency of elected officials, and I decline to do so.

[46] The Integrity Commissioner's decision to open an investigation as she did was reasonable.

**Issue #2: Did the Integrity Commissioner deny Councillor Dhillon procedural fairness?**

[47] Councillor Dhillon submits that he was denied procedural fairness in two ways: disclosure was inadequate, and he was denied the right to be heard in response to the Interim Report. Councillor Dhillon submits that there is a high degree of procedural fairness required, and the Integrity Commissioner failed to meet her duties.

[48] Procedural fairness governs participatory rights, to ensure that administrative decisions are made using a fair procedure, appropriate to the decision being made and its statutory, institutional, and social context: *Baker v. Canada (Minister of Citizenship and Immigration)*, 1999 CanLII 699

(SCC), [1999] 2 SCR 817 at para. 22. The procedural protections and participatory rights required to meet the duty of fairness are assessed contextually.

[49] In *Di Biase v. City of Vaughan*, 2016 ONSC 5620 (Div. Ct), this court considered the duty of procedural fairness in the context of an Integrity Commissioner's investigation and report under the *Municipal Act*. *Di Biase* determined that integrity commissioners have relatively low obligations of procedural fairness. The statutory scheme prioritizes confidentiality; the integrity commissioner's process is investigatory and she may only make recommendations; the maximum penalty if Council accepts recommendations is 90 days suspension of pay; and no councillor may lose his elected position or suffer civil or criminal liability on the basis of an integrity commissioner's report.

### ***Disclosure***

[50] Councillor Dhillon, through his lawyer, requested that the Integrity Commissioner disclose all evidence against Councillor Dhillon, and submits that a failure to provide the disclosure is a breach of the duty of fairness. The disclosure Councillor Dhillon requested included:

- (a) The audio recording provided by the complainant.
- (b) All relevant documents, including notes of interviews, correspondence and e-mails.
- (c) The information being relied upon in deciding to pursue the investigation including information from any witness who was interviewed.
- (d) The particulars of the allegations against Mr. Dhillon, including which sections of the Code of Conduct had allegedly been breached.
- (e) A summary of the evidence gathered from other witnesses.

[51] Citing the lack of disclosure provided by the Integrity Commissioner, and the breach of procedural fairness, Councillor Dhillon submits that the only meaningful participation he could offer was a letter denying the allegations. I do not agree.

[52] The regulatory context is essential in evaluating the procedural fairness required to be afforded in the circumstances. As a part of the complaint process, s. 5(1)(a) of the Complaint Protocol states that the Integrity Commissioner will “serve the complaint and supporting material upon the member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten days.” Additionally, s. 5(3) states that the Integrity Commissioner “shall not issue a report finding a violation of the Code of Conduct on the part of any member unless the member has had reasonable notice of the basis for the proposed finding ... and an opportunity either in person or in writing to comment ... on the proposed finding.”

[53] On April 20, 2020, the Integrity Commissioner disclosed the summary of her phone call with the Mayor, her email exchange with the Mayor consisting of notes from the Mayor's interview



with the complainant, and a transcript of the audio recording. She had previously disclosed the written Complaint Form.

[54] The Integrity Commissioner stated that she did not disclose the other information requested by Councillor Dhillon's lawyer due to her statutory duty of confidentiality under 223.5(1) of the *Municipal Act*. Section 10(2) of the Complaint Protocol reiterates this duty by stating that secrecy must be preserved for "all matters that come to [the Integrity Commissioner's] knowledge in the course of any investigation except as required by law in a criminal proceeding." Section 10(5) states that in reporting to Council, the Integrity Commissioner "shall only disclose such matters as are necessary for the purposes of the report."

[55] On July 14, 2020, the Integrity Commissioner provided Councillor Dhillon with her Interim Report, 260-pages in length (including appendices) which set out the findings of her investigation and proposed recommendations to Council, including penalties and corrective actions.

[56] I find that there was sufficient disclosure in the circumstances. There is nothing in the *Municipal Act* or the Complaint Protocol that suggests the level of disclosure sought by Councillor Dhillon. The Court in *Di Biase v. City of Vaughan*, 2016 ONSC 5620 determined that integrity commissioners have relatively low obligations of disclosure, stating at para. 146:

An administrative body that investigates and makes recommendations must disclose the substance of the allegations. The Supreme Court of Canada in two cases affirmed the following statement by Lord Denning in *Selvarajan v. Race Relations Board*, [1976] 1 All E.R. 12 (C.A.), p. 19:

The fundamental rule is that, if a person may be subjected to pains or penalties, or be exposed to prosecution or proceedings, or deprived of remedies or redress, or in some such way adversely affected by the investigation and report then he should be told the case made against him and be afforded a fair opportunity of answering it. The investigating body is, however, the master of its own procedure. It need not hold a hearing. It can do everything in writing. It need not allow lawyers. It need not put every detail of the case against a man. Suffice it if the broad grounds are given. It need not name its informants. It can give the substance only.

*Syndicat des Employés de Production de Québec et l'Acadie v. Canada (Canadian Human Rights Commission)*, 1989 CanLII 44 (SCC), [1989] 2 S.C.R. 879, at para. 27.

*Irvine v. Canada (Restrictive Trade Practices Commission)*, 1987 CanLII 81 (SCC), [1987] 1 S.C.R. 181, at para. 71, citing *Jenkins v. McKeithen*, 395 U.S. 411 (1969), Harlan J. (dissenting), pp. 442-443.

[57] The Councillor was given the substance of the case and provided with sufficient particulars to enable him to respond to the allegations of the incident. He knew who was making the complaint, what the allegations were, the circumstances regarding date, time, and location, a transcript of the audio recording, and an opportunity to play the audio recording. Accordingly, by April 20, Councillor Dhillon had far more than the “broad grounds” of the case against him at the investigation stage.

[58] He was subsequently provided with the Interim Report which set out the entirety of the investigation and the Integrity Commissioner’s proposed findings. He received adequate disclosure which met the requirements of procedural fairness in the circumstances.

***Right to be Heard***

[59] The Councillor asserts that he was denied the opportunity to respond to findings in the Interim Report. I find that the Integrity Commissioner provided several opportunities for Councillor Dhillon to be heard, both before and after providing him with the Interim Report, thus satisfying her duty of procedural fairness. Councillor Dhillon decided not to respond to the case against him, simply repeating his bare denial of the allegations.

[60] The Integrity Commissioner invited the Councillor on several occasions to meet with her to provide his side of the story. He declined to do so.

[61] In compliance with 5(3) of the Complaint Protocol, the Integrity Commissioner provided her Interim Report and invited Councillor Dhillon’s comments on her proposed findings and recommended sanctions.

[62] Pursuant to s. 5(1)(a) of the Complaint Protocol the Integrity Commissioner requested that Councillor Dhillon provide a response.

[63] In her email to counsel of July 17, the Integrity Commissioner set a one-week deadline for Councillor Dhillon’s response, and stated:

With respect to the deadline, it is my view that your client's unwillingness to cooperate in my investigation would mean that he is not in a position to comment on the evidence that I rely on in my report, or my assessment of that evidence (the bulk of the Report and almost all of the Appendices).

He is in a position of course to comment on:

1. Any inaccuracies that I have reported with respect to my back and forth with your client (through you); and
2. Your client's view of the penalty that I have recommended to Council.

.....

With that being said, if of course there are other areas of the report you would like to comment on (notwithstanding the fact that your client did not participate in my

investigation), I am happy to hear from you. At this time, I am not certain however, that I can take into consideration any of those comments.

[64] On July 21, counsel for Councillor Dhillon wrote to the Integrity Commissioner:

Moreover, you indicated that you would not allow Mr. Dhillon to comment on the evidence on which you have relied (which he is seeing for the first time), your analysis of that evidence or your legal interpretations in the draft Report. Rather, you indicated that Mr. Dhillon was allowed only to provide comments on two matters: whether there were any inaccuracies in your description of our correspondence with you regarding this matter, as well as in respect of your penalty recommendations.

[65] That is not what the Integrity Commissioner said.

[66] The Integrity Commissioner expressed her view to legal counsel that the time for Councillor Dhillon to provide his side of the story had passed; she nonetheless invited Councillor Dhillon to provide his comments.

[67] Counsel wrote that Councillor Dhillon categorically denied the allegations. He did not take the opportunity to provide any substantive comments, nor to put forward his side of the story. He was offered the opportunity to do so and chose not to. There was no denial of procedural fairness.

### **Issue #3: Were the Integrity Commissioner's findings in her Final Report reasonable?**

[68] The Councillor submits that the Integrity Commissioner made three errors in her Final Report which render the conclusions unreasonable.

#### ***Findings Regarding Obstruction***

[69] Councillor Dhillon submits that it was unreasonable for the Integrity Commissioner to find that he "obstructed" her investigation and so breached Rule 19 of the Code of Conduct. Rule 19 provides in part that: "No Member shall obstruct the Integrity Commissioner in the carrying out of her or his responsibilities."

[70] The commentary to Rule No. 19 states that:

Members of Council should respect the intent of the Code of Conduct and investigations conducted under it. It is also a violation of the Code of Conduct to obstruct the Integrity Commissioner in the carrying out of her or his responsibilities, as, for example, by the destruction of documents or the erasing of electronic communications or refusing to respond in writing to a formal complaint lodged pursuant to the Complaint Protocol passed by Council.

[71] The Integrity Commissioner in her Final Report found that Councillor Dhillon had breached the City's Respectful Workplace Policy by sexually harassing the complainant. That Policy requires elected City officials to cooperate with investigations of harassment or discrimination to resolve issues. The Integrity Commissioner held that:

Councillors have a positive obligation to abide by the terms of all policies and procedures established by Council and the City generally. They must, as the most senior City representatives and elected officials, lead by example to ensure that they take every step to follow those policies and procedures. Their failure to do so erodes the sense of responsibility that other City employees have in relation to those same policies and procedures. This, of course, is unacceptable.

[72] This context is essential in understanding the Integrity Commissioner's reasons on obstruction. In her reasons, the Integrity Commissioner noted that between the months of February 2020 and April 2020, she repeatedly asked Councillor Dhillon to participate in an investigative interview and he repeatedly refused, citing "procedural irregularities" in the investigation. She pointed to the extensive correspondence with his counsel, attached as appendices to the Final Report, in which she attempted to address his concerns in a thorough and detailed manner. When Councillor Dhillon sought a copy of the audio recording, the Integrity Commissioner explained that she had given an undertaking to the complainant's counsel that prevented her from disclosing a copy of the audio recording to anyone, including Councillor Dhillon. She also noted that she had taken the following steps to provide Councillor Dhillon with an opportunity to respond to the audio recording:

- 1) She advised counsel for Councillor Dhillon, that he could respond to the audio recording during the interview, where his lawyer could be present, and could provide her with a supplementary response following the interview, which would include anything he may have missed. She confirmed that she would consider that supplementary response following the investigation meeting; and
- 2) She obtained permission from the complainant's counsel to have the audio recording transcribed and the Integrity Commissioner provided a copy of the transcribed version to Councillor Dhillon.

[73] None of these options were acceptable to Councillor Dhillon, and he refused to meet with the Integrity Commissioner. She concluded that in refusing to meet, the Councillor acted as obstructionist in her investigation, rather than cooperative.

[74] The Councillor submits that he was under no statutory obligation to attend an interview with the Integrity Commissioner, and that declining to sit for an interview does not amount to obstruction under Rule 19 of the Code of Conduct.

[75] While Rule 19 offers examples of what could constitute obstruction, it does not define obstruction. The Code specifically states that "examples used in this Code of Conduct are meant to be illustrative and not exhaustive." The *Municipal Act* does not contain a definition of obstruction. The commentary to Rule 19 states that Council members "should respect the intent of the Code of Conduct and investigations conducted under it." The Code aims to hold Council members to elevated ethical standards and to ensure transparency. Council members are expected not only to follow the letter, but also the spirit, of the Code of Conduct. Council members must act in a manner that "promotes public confidence and respect and will bear close public scrutiny."

[76] Considering this context, it was reasonable for the Integrity Commissioner to interpret Rule 19 as she did. Even in the absence of specific language in the Code, it was open to the Integrity Commissioner to conclude that a failure to cooperate with an investigation constituted an attempt to obstruct her mandate. Councillor Dhillon did not cooperate in the investigation in that he (i) refused to attend an interview; and (ii) put forward no actual response to the serious, substantiated allegations that had been made. The Integrity Commissioner's decision that this response constituted obstruction "falls with a range of possible, acceptable outcomes which are defensible in respect of the facts and law," given the statutory context, the wording and purpose of the Code of the Conduct, and the ethical standards expected of Council members.

### ***Prior Consistent Statements***

[77] Councillor Dhillon argues that the Integrity Commissioner erred by relying on prior consistent statements to corroborate the complainant's allegations of sexual misconduct. He asserts that the Integrity Commissioner cannot conclude that the complainant was credible or telling the truth based on what the complainant told third parties.

[78] The Integrity Commissioner's use of third-party evidence must be read in context. She stated that these individuals "did not have firsthand knowledge of the allegations against Councillor Dhillon." She recognized their evidence about the complainant's account of the sexual misconduct was hearsay. She did not use the complainant's prior consistent statements to third parties to confirm the truth of the complainant's allegations about what happened in the hotel room.

[79] In the Final Report, under the section titled "Findings of Fact", the Integrity Commissioner stated:

Based on my overall assessment of all the documentation before me, most crucially, the audio recording that was produced to me by the Complainant, I find that Councillor Dhillon tried to force himself onto the Complainant... I find that the Complainant made it clear that she did not want to engage in any sexual contact or sexual activity with Councillor Dhillon... This is exhibited through the transcript of the audio recording...

[80] These statements show the Integrity Commissioner relied on the audio recording - not prior consistent statements made to third parties - in her factual findings regarding the complainant's allegations of Councillor Dhillon's conduct. The audio transcript reflects Councillor Dhillon pleading with the complainant to "do [him] a favour" and "give [him] a little bit", and then he will leave. The complainant states that she is a married woman and that Councillor Dhillon is a married man. The complainant tells him to stop. She says "no" 74 times. She begs him to put her down, and to put her skirt down. This evidence supports the complainant's account of the assault, and the Integrity Commissioner's reliance on it was reasonable.

[81] In her remarks to Council upon receipt of the Final Report, the Integrity Commissioner explained that her purpose in speaking with witnesses was to "confirm timing" (for instance, of text messages sent after the incident) and to determine whether there were any prior inconsistent statements. She stated: "I did not use hearsay, to confirm that the incident between the complainant and Councillor Dhillon actually took place - you cannot do that, and I did not do that." She went

on to state that hearsay cannot be used to bolster a complainant's credibility, or to feed myths of how complainants are supposed to act following assault or harassment.

[82] Her findings were reasonable and supported by the evidence before her.

***Failure to Reconcile Contradictory Accounts***

[83] Councillor Dhillon argues that the Integrity Commissioner erred by failing to address the complainant's contradictory accounts. The Councillor submits that this was a fundamental flaw in the Integrity Commissioner's reasoning. Councillor Dhillon submits that the Integrity Commissioner failed to consider the inconsistencies between the story told by the complainant to the Integrity Commissioner and her earlier reports to others. He highlights three alleged inconsistencies which were not addressed by the Integrity Commissioner in her report: (a) whether Councillor Dhillon was invited into the complainant's room or she to his room; (b) whether tea was ordered to the complainant's room or Councillor Dhillon's room; and (c) the order of certain events during the misconduct. These alleged inconsistencies arise from third party recounting of what the complainant allegedly told the third parties.

[84] The Applicant bears the burden of demonstrating unreasonableness, including that any shortcomings or flaws "are sufficiently central or significant to render the decision unreasonable" (*Vavilov*, at para. 100). These alleged inconsistencies are peripheral to the Integrity Commissioner's ultimate findings of misconduct. The Integrity Commissioner is not required to review and resolve every inconsistency in the evidence.

[85] The core of the complainant's allegations was unaffected by the alleged inconsistencies. To the extent there were any inconsistencies in the complainant's prior statements to third parties, their impact on the complainant's credibility was clearly outweighed by the corroboratory audio recording. The Integrity Commissioner's finding of Councillor Dhillon's sexual misconduct - made on a balance of probabilities, and in absence of any explanation or substantive comments whatsoever from Councillor Dhillon - was reasonable.

**Issue #4: Were the penalties recommended by the Integrity Commissioner, and imposed by Council, authorized by the *Municipal Act*?**

[86] Section 223.4(5) of the *Municipal Act* provides, under the marginal heading "Penalties":

The municipality may impose either of the following penalties on a member of council ...if the Commissioner reports to the municipality that, in his or her opinion, the member has contravened the code of conduct:

1. A reprimand.
2. Suspension of the remuneration paid to the member in respect of his or her services as a member of council ...for a period of up to 90 days

[87] In addition to the *Municipal Act* penalties, sections 6(2) and 6(4) of the Complaint Protocol provide that the Integrity Commissioner may report to Council on the disposition of an

investigation, including on recommended “corrective action”, so long as the recommended corrective action is permitted in law and is designed to ensure that the inappropriate behaviour or activity does not continue.

[88] Section 9(4) of the Complaint Protocol specifies that an Integrity Commissioner may recommend that Council do any of the following: (a) remove a member from membership of a committee; (b) remove a member as chair of a committee; (c) order the repayment or reimbursement of monies received; (d) order the return of property or reimbursement of its value; (e) order a written and/or verbal request for an apology.

[89] In introducing her report at Council, the Integrity Commissioner explained her basis and rationale for recommending the penalties and other remedial action suggested in the Report. She noted that she had considered the statutory limits on available penalties under the Act, as well as this court’s decision in *Magder v. Ford*, 2013 ONSC 263 (Div Ct) and section 9(4) of the City’s Code of Conduct (both of which provide that Council may take other action in addition to imposing the prescribed penalties). The Integrity Commissioner stated her view that the actions she recommended in her Report in addition to the prescribed penalties were remedial in nature because they “are linked to the specific misconduct that we were dealing with, as set out in my report.” She expressly encouraged Council to seek legal advice from the City Solicitor before choosing to implement the recommendations.

[90] In response to questions from councillors, the Integrity Commissioner stated:

And the other aspects of the remedial action, so they're not penalties, they're not sanctions - I want to be very clear on that: They're not penalties, and they're not sanctions. It's a different category of remedial action that, in my view, is - correlates directly with the misconduct in nature.... I looked at what I - the nature of the allegations; I considered the fact that it took place outside of the City, outside of the province, outside of the country. I looked at the fact that it was, you know, while on City business. And I carefully considered those additional remedial actions, not penalties, based on all of that. So that's the assessment that I looked at.... But I think the question for me is, well, why is it that you essentially came up with these other remedial actions? So the question - the answer in two parts is, first, because I thought it was directly related to the type of misconduct that took place; and (2), I do not believe that it undermines the spirit of section 9(4) of the Code of Conduct... I can imagine this is something that you will address with your city solicitor...

[91] The Councillor submits that under s. 223.4(5) of the *Municipal Act*, the only penalties that a city council may impose based on a report by an integrity commissioner are a reprimand and a suspension of remuneration for up to 90 days. While the City may impose other “remedial measures” to cure or undo a consequence, they may not impose a penalty to punish and deter. The Councillor submits the following measures imposed by Council are penalties, not remedial measures: (a) removing his ability to travel outside Ontario on any City business, (b) limiting him to only communicate to the public via his City email address, and (c) preventing him from accessing municipal offices except for retrieving Council mail, making bill payments, or attending Council meetings.

[92] The City relies both on its broad remedial powers under the *Municipal Act* and the responsive nature of the remedial measures adopted. Municipalities have broad scope and powers to govern their affairs they see fit, as set out in sections 8, 9, 11, and 15 of the *Municipal Act*.

[93] The broad grant of authority in subsections 8(1) and (2) of the *Municipal Act* provides:

8 (1) The powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues.

(2) In the event of ambiguity in whether or not a municipality has the authority under this or any other Act to pass a by-law or to take any other action, the ambiguity shall be resolved so as to include, rather than exclude, powers the municipality had on the day before this Act came into force.

[94] The City's actions must be evaluated on a reasonableness standard. In *Magder v Ford*, 2013 ONSC 263 (Div Ct), this court recognized a municipality's ability and jurisdiction to take "other actions" in response to a breach of a code of conduct beyond the penalties and sanctions expressly provided by statute, so long as those other actions are remedial in nature and are not being used for a punitive purpose. The City argues that the resolutions passed in response to the Report enacted appropriate remedial measures that were directly responsive to Councillor Dhillon's misconduct, and would permit the City to protect its employees and residents considering the factual circumstances.

[95] I agree that with one exception, these measures were reasonable and within the City's jurisdiction. They were responsive to the misconduct in question, have remedial rather than punitive characteristics, strive to redress the harm caused by Councillor Dhillon's misconduct, and seek provide a way to prevent a recurrence of Councillor Dhillon's conduct.

[96] I find, however, that one aspect of Resolution 302-2020, section 4(c), is unreasonable. This provides that apart from during Council meetings, Councillor Dhillon may only communicate with members of the public by email using his City email address, and that for further clarity, no other form of communication shall be permitted.

[97] This aspect of the Resolution is overly broad. It interferes with the Councillor's ability to represent his constituents and discharge his duties as Councillor. While the remainder of the actions are remedial and designed to create an environment safe from sexual harassment for staff and members of the public, or to limit the Councillor's representation of the City given his breaches of the Code of Conduct, Councillor Dhillon must be free to serve his constituents. Not all constituents have email. Some may prefer to engage by telephone or letter. The Councillor may wish to post updates on his activities and concerns as an elected representative on Twitter, Facebook, or through mailings. The Councillor may wish to speak with constituents at community meetings outside of Council offices, or by Zoom. The prohibition is so broad as to prevent the Councillor from even acknowledging a greeting in a grocery store or speaking to Brampton residents in a park.



[98] The record does not show that Council attempted to balance the breadth of a councillor's duties and the needs of his constituents with a response tailored to the breaches of the Code of Conduct. Council did not consider more reasonable limits that would allow the Councillor to communicate with members of the public, particularly his constituents, about City business by methods other than e-mail. There is no justification for this overbreadth, and the outcome is unreasonable.

[99] I find it appropriate to quash that aspect of the Resolution and remit the matter to City Council for consideration in light of these reasons should Council wish to proceed with a more tailored resolution.

### **CONCLUSION**


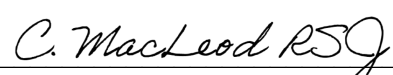
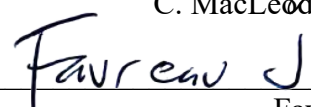
[100] The application for judicial review is allowed in part, in that City of Brampton Resolution 302-2020, paragraph 4(c) is quashed, and that issue alone is remitted to the City for further consideration.

[101] Councillor Dhillon claimed costs on a partial indemnity basis of \$55,000.00 (reduced from partial indemnity costs incurred of \$73,426.05). The Integrity Commissioner sought costs of \$31,530.73, and the City of \$37,820.54, both on a partial indemnity basis.

[102] Section 131 of the Courts of Justice Act provides the court with discretion to determine the amount of costs. The exercise of this discretion is guided by the factors set out in Rule 57.01 of the Rules of Civil Procedure, the principle of proportionality in Rule 1.04(1.1), and a determination of what is fair, just and reasonable: *Boucher v. Public Accountants Council for the Province of Ontario* (2004), 2004 CanLII 14579 (ON CA), 71 O.R. (3d) 291 (C.A.).

[103] In terms of the issues, the focus of the material and oral argument, the City and the Integrity Commissioner were almost entirely successful, except for one minor aspect of the City's Resolution to which little time was devoted either in the written materials or in oral argument.

[104] I exercise my discretion to order the Councillor to pay costs to the City in the amount of \$20,000.00, inclusive and costs to the Integrity Commissioner of \$20,000.00, inclusive.

	 _____ Kristjanson J.
I agree	 _____ C. MacLeod R.S. J.
I agree	 _____ Favreau J.

**Date of Release:** June 11, 2021

**CITATION:** Dhillon v. The Corporation of the  
City of Brampton, 2021 ONSC 4165  
**DIVISIONAL COURT FILE NO.:** 553/20  
**DATE:** 20210611

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**DIVISIONAL COURT**

**MacLeod, R.S.J., Kristjanson and Favreau JJ.**

**BETWEEN:**

GURPREET DHILLON

Applicant

-and-

THE CORPORATION OF THE CITY OF  
BRAMPTON and the INTEGRITY  
COMMISSIONER OF THE CITY  
OF BRAMPTON

Respondents

---

**REASONS FOR DECISION**

---

**Kristjanson J.**

**Date of Release:** June 11, 2021



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To amend By-law 241-2019

A By-law To Authorize Civil Marriage Solemnization Services and To Appoint  
Civil Marriage Officiants

---

WHEREAS Civil Marriage Solemnization Services and Appoint Civil Marriage Officiants By-law 241-2019 was passed pursuant to the *Marriage Act*, R.S.O. 1990 c. M3. and R.R.O. 1990, Reg. 738 in respect to performing civil marriage solemnizations;

AND WHEREAS the *Municipal Act, 2001*, S.O. 2001, as amended, permits the Clerk to delegate in writing to any person, other than a member of council, any of the clerk's powers and duties under that *Act* or any other *Act*;

AND WHEREAS the Council of the Corporation of the City of Brampton wishes to appoint municipal staff delegated by the Clerk as additional municipal civil marriage officiants to provide civil marriage solemnization services in accordance with the *Marriage Act*.

NOW THEREFORE the Council of The Corporation of the City of Brampton ENACTS as follows:

1. That Civil Marriage Solemnization Services and Appoint Civil Marriage Officiants By-law 241-2019 is amended by deleting Schedule A, Civil Marriage Officiants for the City of Brampton, and substituting Schedule A, Civil Marriage Officiants for the City of Brampton, attached hereto; and
2. That this by-law shall be effective June 16, 2021.

ENACTED and PASSED this 16<sup>th</sup> day of June, 2021.

Approved as to  
form.

2021/June/11

S. Akhtar

Approved as to  
content.

2021/06/11

P. Fay

---

Patrick Brown, Mayor

---

Peter Fay, City Clerk

**"SCHEDULE A"**

**CIVIL MARRIAGE OFFICIANTS FOR THE CITY OF BRAMPTON**

Oluwatosin (Tosin) Adeyemi  
Janice Adshead  
Jacqueline Bouchard  
Valerie Hagelaar  
Shawnica Hans  
Jibira Rajadurai  
Laurie Robinson



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To amend the Comprehensive Zoning By-law 270-2004

---

The Council of The Corporation of the City of Brampton, in accordance with the provisions of the Planning Act, R.S.O 1990, c.P. 13, hereby ENACTS as follows

1. By-law 270-2004, as amended, is hereby further amended:

1) By changing the zoning designation of the lands as shown outlined on Schedule A to this By-law:

From:	To:
Residential Apartment A(H) – Section 2997 (R4A(H)-2997)	Residential Apartment A – Section 2997 (R4A-2997)

2) By amending Section 2997 by:

- a. Deleting the Holding “(H)” symbol following “Residential Apartment A” and “R4A” in the opening sentence; and
- b. Deleting Section 2997.4 in its entirety

ENACTED and PASSED this 16<sup>th</sup> day of June, 2021.

Approved as to  
form.

2021/05/26

C.deSereville

\_\_\_\_\_  
Patrick Brown, Mayor

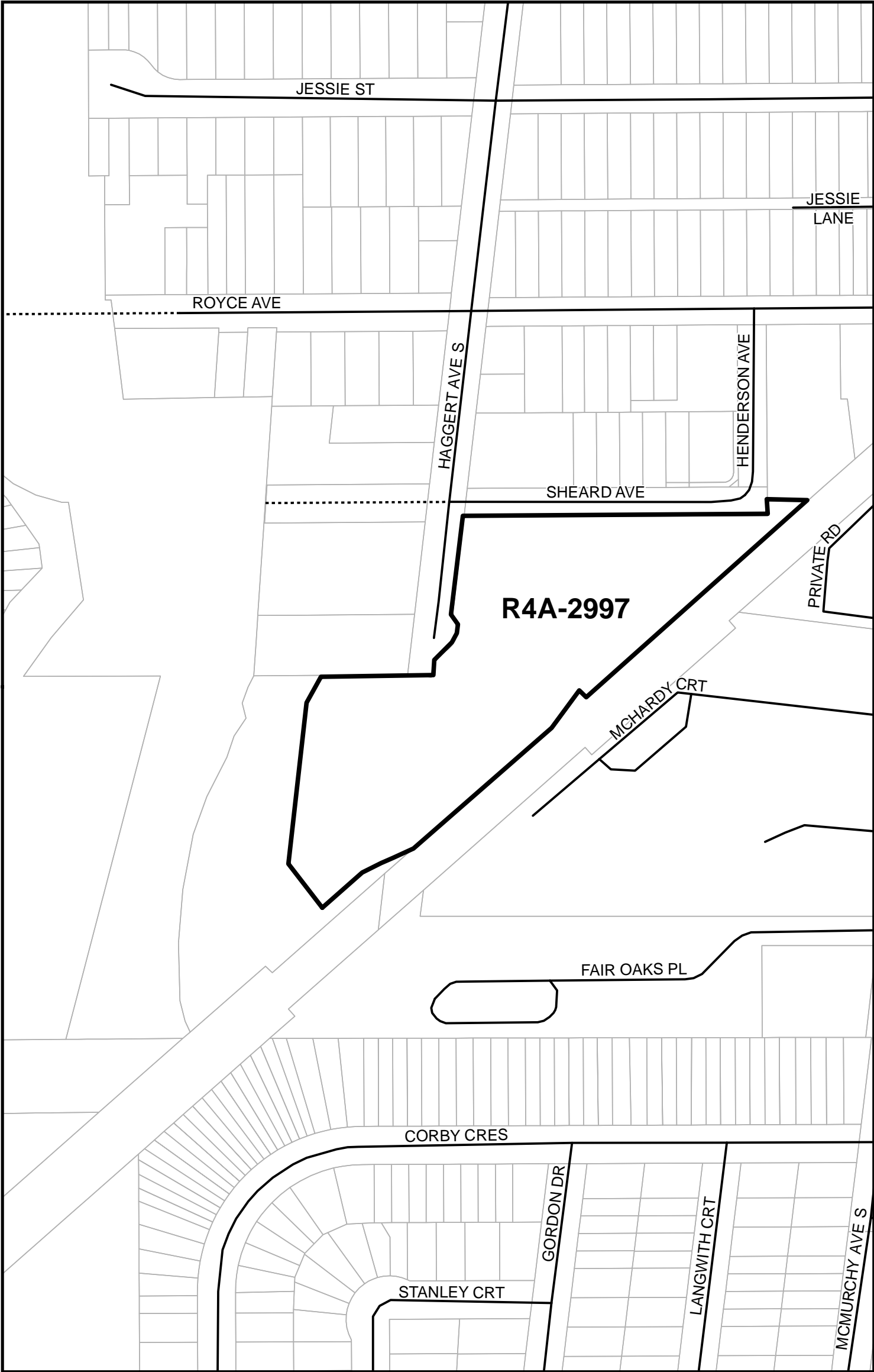
Approved as to  
content.

2021/05/19

AAP

\_\_\_\_\_  
Peter Fay, City Clerk

(OZS-2020-0031)



PLANNING, BUILDING AND ECONOMIC DEVELOPMENT

File: OZS-2020-0031\_ZBLA

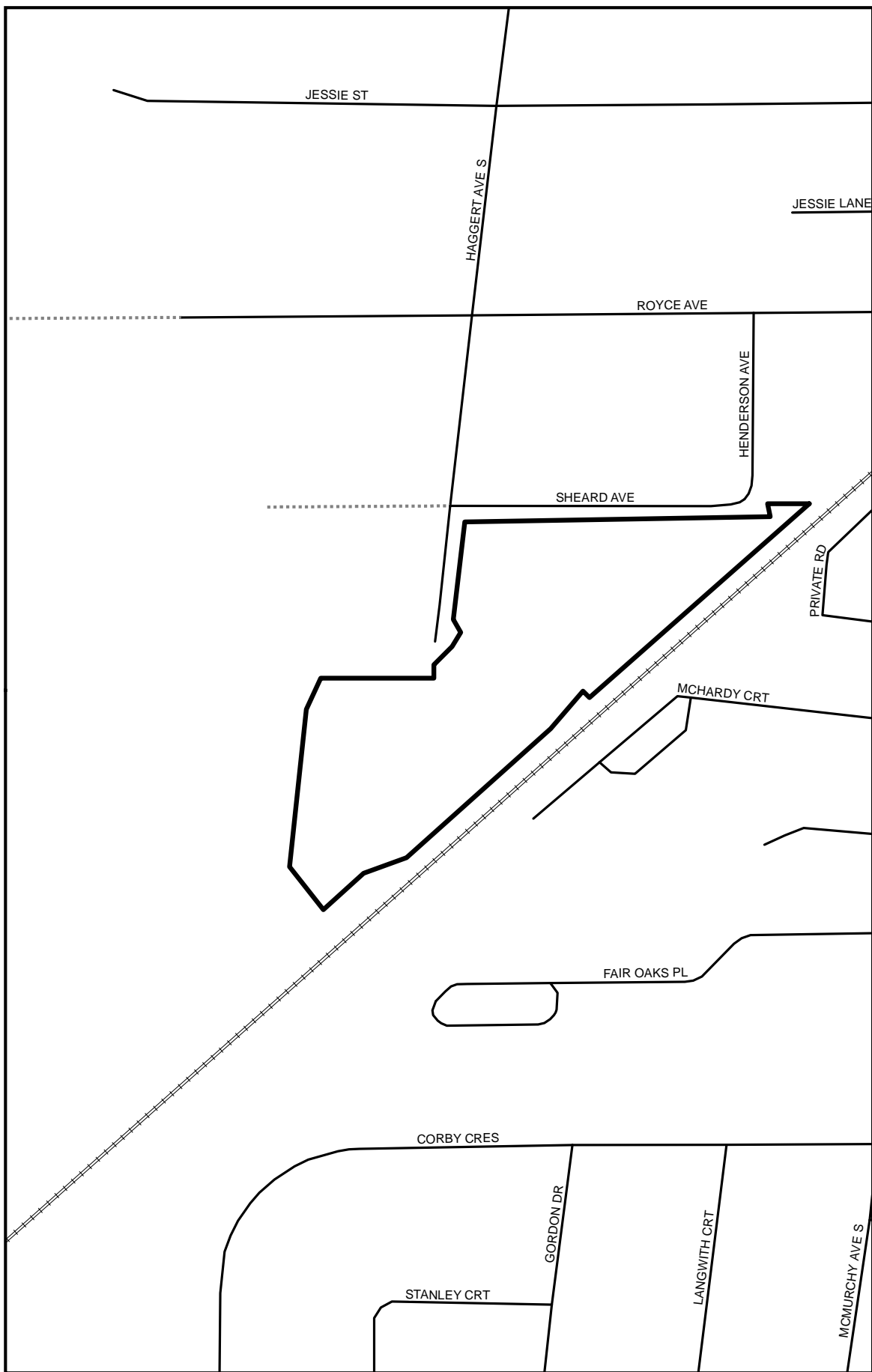
Date: 2021/05/12

Drawn by: ckovac

PART LOT 5, CONCESSION 1 W.H.S.

BY-LAW \_\_\_\_\_ Page 178 of 215

SCHEDULE A



 SUBJECT LANDS



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To accept and assume works in

Registered Plan 43M-1944

---

**WHEREAS** the Council of the Corporation of the City of Brampton has, by resolution, directed that all works constructed and installed in accordance with the subdivision agreement for Registered Plan 43M-1944 be accepted and assumed;

**AND WHEREAS** Council has authorized the City Treasurer to release all the securities held by the City; save and except for the amount of \$105,000 which shall be held by the City until such time as the Director, Environment & Development Engineering is satisfied that the warranty period has expired; and

**AND WHEREAS** it is deemed expedient to accept and assume the streets as shown on Registered Plan 43M-1944 as part of the public highway system.

**NOW THEREFORE** the Council of The Corporation of the City of Brampton **ENACTS** as follows:

1. All of the works constructed and installed in accordance with the subdivision agreement for Registered Plan 43M-1944 are hereby accepted and assumed.
2. The lands described in Schedule A to this by-law are hereby accepted and assumed as part of the public highway system of the City of Brampton.

ENACTED and PASSED THIS 16<sup>th</sup> day of June, 2021.

Approved as to  
form.

2021/05/31

C.deSereville

---

Patrick Brown, Mayor

Approved as to  
content.

2021/May/18

J.Edwin

---

Peter Fay, City Clerk



**SCHEDULE A TO BY-LAW NO. \_\_\_\_\_**

**Registered Plans 43M-1944**

Aries Street, Bandera Drive, Elmcrest Drive, Zanetta Crescent, Ashfield Place

City of Brampton  
Regional Municipality of Peel



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To accept and assume works in  
Registered Plan 43M-1975

---

WHEREAS the Council of the Corporation of the City of Brampton has, by resolution, directed that all works constructed and installed in accordance with the subdivision agreement for Registered Plans 43M-1975 be accepted and assumed;

AND WHEREAS Council has authorized the City Treasurer to release all the securities held by the City;

AND WHEREAS it is deemed expedient to accept and assume the streets as shown on Registered Plans 43M-1975 as part of the public highway system.

NOW THEREFORE the Council of The Corporation of the City of Brampton hereby ENACTS as follows:

1. All of the works constructed and installed in accordance with the subdivision agreement for Registered Plans 43M-1975 are hereby accepted and assumed.
2. The lands described in Schedule A to this by-law are hereby accepted and assumed as part of the public highway system of the City of Brampton.

ENACTED and PASSED this 16<sup>th</sup> day of June, 2021.

Approved as to  
form.

2021/05/31

C.deSereville

---

Patrick Brown, Mayor

Approved as to  
content.

2021/May/14

J.Edwin

---

Peter Fay, City Clerk

**SCHEDULE A TO BY-LAW NO. \_\_\_\_\_**

**Registered Plan 43M-1975**

Burlwood Road, Impression Court, Portlane Court, Rhapsody Crescent

City of Brampton  
Regional Municipality of Peel



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To accept and assume works in  
Registered Plan 43M-1779

---

WHEREAS the Council of the Corporation of the City of Brampton has, by resolution, directed that all works constructed and installed in accordance with the subdivision agreement for Registered Plans 43M-1779 be accepted and assumed;

AND WHEREAS Council has authorized the City Treasurer to release all the securities held by the City;

AND WHEREAS it is deemed expedient to accept and assume the streets as shown on Registered Plans 43M-1779 as part of the public highway system.

NOW THEREFORE the Council of The Corporation of the City of Brampton hereby ENACTS as follows:

1. All of the works constructed and installed in accordance with the subdivision agreement for Registered Plans 43M-1779 are hereby accepted and assumed.
2. The lands described in Schedule A to this by-law are hereby accepted and assumed as part of the public highway system of the City of Brampton.

ENACTED and PASSED THIS 16<sup>th</sup> day of June, 2021.

Approved as to  
form.

2021/05/31

C.deSereville

---

Patrick Brown, Mayor

Approved as to  
content.

2021/May/14

J.Edwin

---

Peter Fay, City Clerk

Attachment: Schedule A  
SH/21T-99011B & 21T-99014B

**SCHEDULE A TO BY-LAW NO. \_\_\_\_\_**

**Registered Plan 43M-1779**

Oakhaven Road, Lynngrove Way, River Heights Drive, Dilworth Chase Road, Saint Grace Court, Pannahill Drive

City of Brampton  
Regional Municipality of Peel



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To Amend Comprehensive Zoning By-law 270-2004, as amended

The Council of The Corporation of the City of Brampton ENACTS as follows:

1. By-law 270-2004, as amended, is hereby further amended:
- (1) By changing the zoning designation of the lands as shown outlined on Schedule A to this by-law:

From:	To:
Residential Single Detached B (R1B)	Residential Apartment A – Section 3551 (R4A -3551)

- (2) By adding thereto the following Section:
- “3551 The lands designated R4A-3551 on Schedule A to this By-law:
- 3551.1 Shall only be used for the following purposes:
- 1) Uses permitted in a R4A zone; and
  - 2) Purposes accessory to other permitted uses.
- 3551.2 Shall be subject to the following requirements and restrictions:
- 1) For the purpose of this section, the lot line abutting Centre Street North shall be deemed to be the front lot line;
  - 2) Maximum Number of Dwelling Units: 82
  - 3) Minimum Lot Width: 30 metres
  - 4) Minimum Building Setbacks:
    - a. Front Yard: 0 metres
    - b. Exterior Side Yard: 0 metres
    - c. Interior Side Yard: 0 metres
    - d. Rear Yard: 9 metres
  - 5) Notwithstanding Section 3551.2(4), minimum setback to a hydro transformer: 1.0 metres
  - 6) Maximum Building Height: 9 storeys
  - 7) Maximum Floor Space Index: 4.7
  - 8) Maximum Lot Coverage: 60%

9) Minimum Landscape Open Space: 18% of lot area

3551.3 For the purpose of this Section, all lands zoned R4A-3551 shall be deemed to be one lot for zoning purposes.”

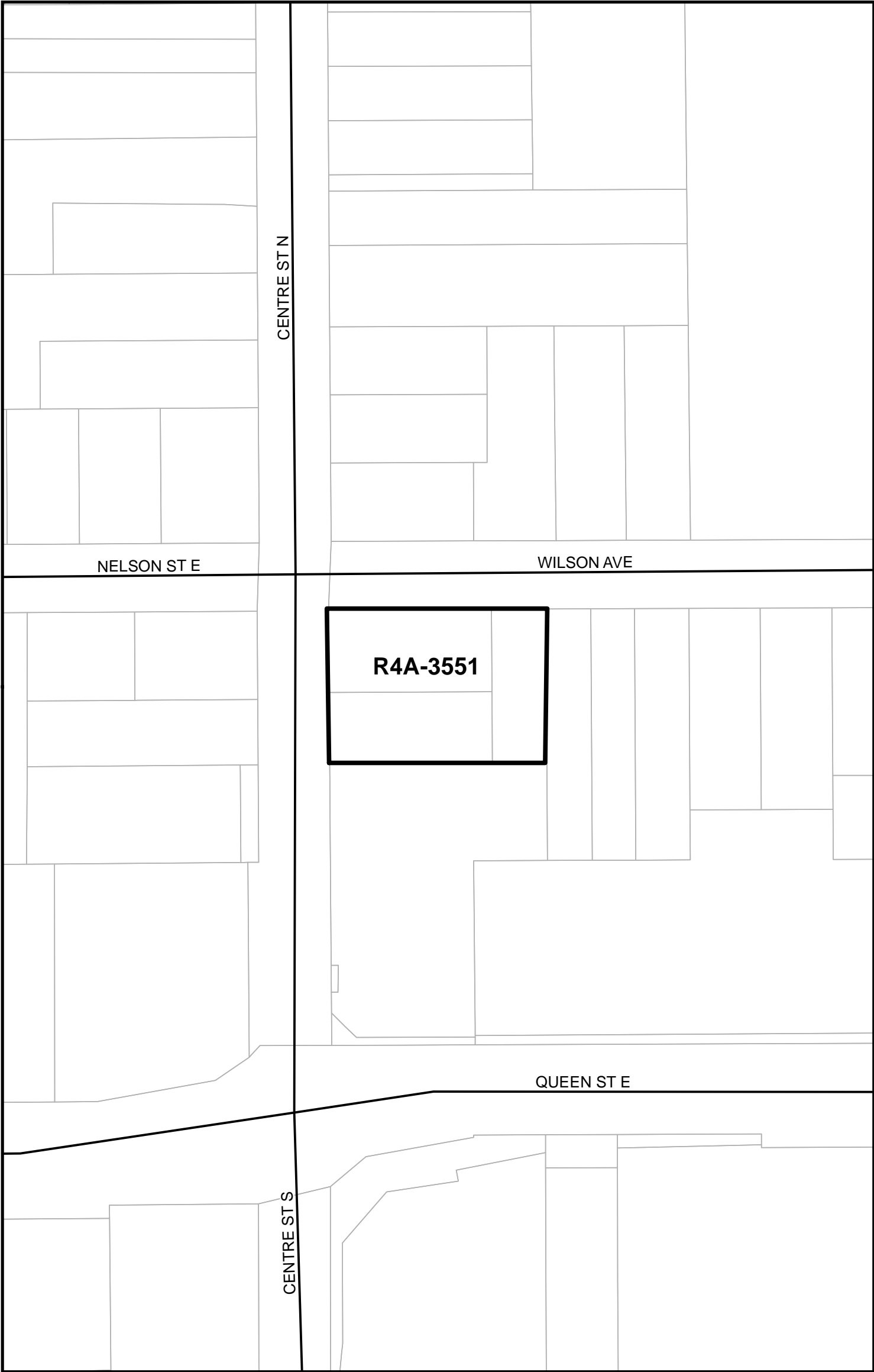
ENACTED and PASSED this 16<sup>th</sup> day of June, 2021.

Approved as to  
form.  
  
2021/05/18  
  
C.deSereville

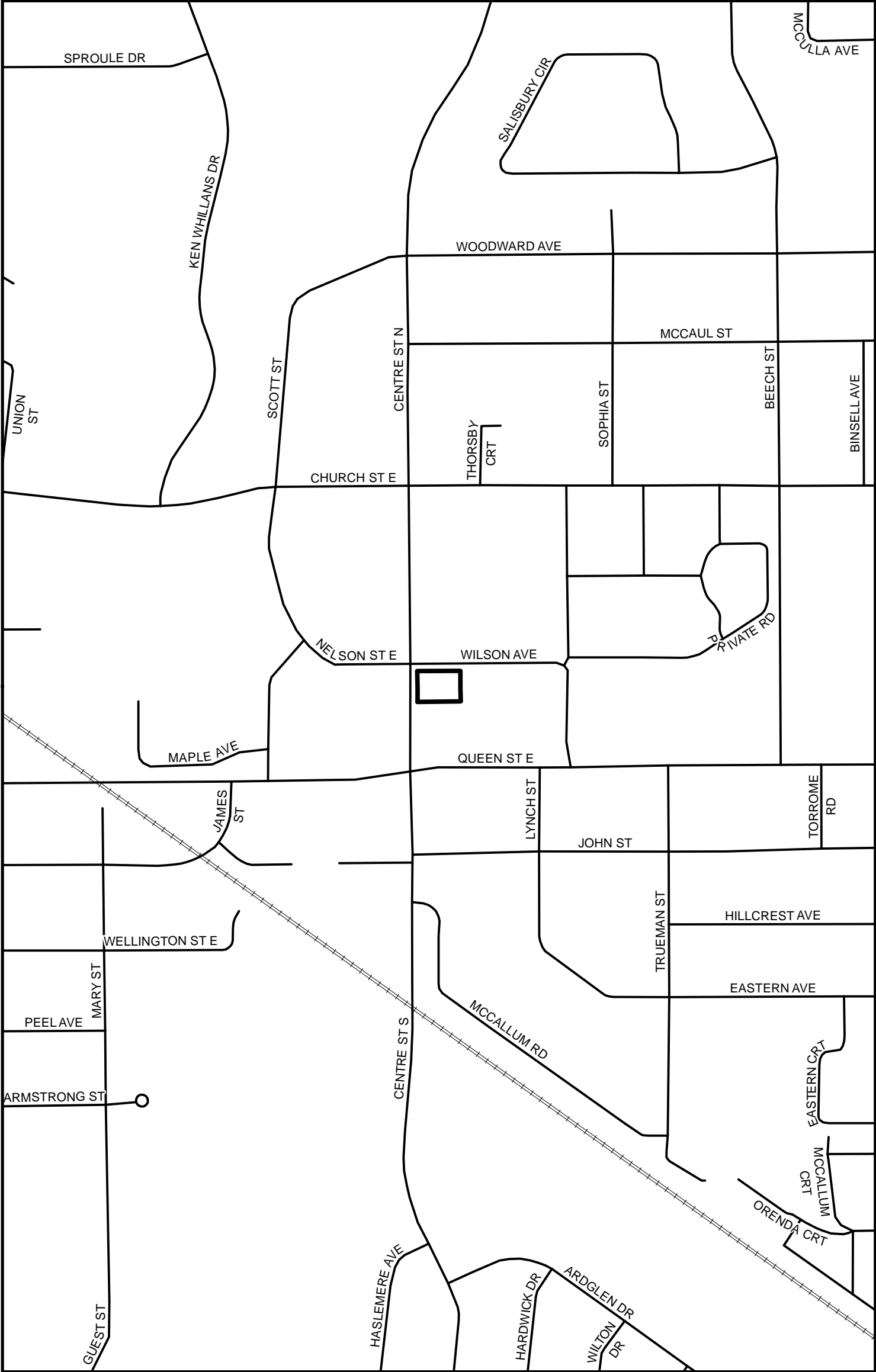
\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to  
content.  
  
2021/05/17  
  
AAP

\_\_\_\_\_  
Peter Fay, City Clerk







 SUBJECT LANDS



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To Adopt Amendment Number OP 2006- \_\_\_\_\_  
to the Official Plan of the  
City of Brampton Planning Area  
\_\_\_\_\_

The Council of The Corporation of the City of Brampton, in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, hereby ENACTS as follows:

1. Amendment Number OP 2006 - \_\_\_\_\_ to the Official Plan of the City of Brampton Planning Area is hereby adopted and made part of this by-law.

ENACTED and PASSED this 16<sup>th</sup> day of June, 2021.

Approved as to  
form.

2021/06/02

C.deSereville

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to  
content.

2021/05/31

RJB

\_\_\_\_\_  
Peter Fay, City Clerk

AMENDMENT NUMBER OP 2006 -  
to the Official Plan of the  
City of Brampton Planning Area

AMENDMENT NUMBER OP 2006 -  
TO THE OFFICIAL PLAN OF THE  
CITY OF BRAMPTON PLANNING AREA

1.0 Purpose:

The purpose of this amendment is to change the land use designation of the vacant lands in the southern quadrant of Toronto Gore from “Estate Residential” to “Residential” and to remove the “Unique Communities” designation. This amendment will also identify these lands as a new Secondary Plan area, referred to as Gore Meadows (Area 56). A policy is being added to the Residential Section (Section 4.2) of the Official Plan to guide the preparation of the Gore Meadows Secondary Plan. The Secondary Plan is to address land use compatibility, housing mix and densities, road access, servicing, natural heritage system, and pedestrian connectivity.

2.0 Location:

This amendment applies to the contiguous vacant lands located between McVean Drive and The Gore Road and north of Castlemore Road (approximately 80 hectares). These lands are legally described as Part of Lots 11, 12 and 13, Concession 9, N.D.

3.0 Amendments and Policies Relative Thereto:

3.1 The document known as the Official Plan of the City of Brampton Planning Area is hereby amended:

- (1) by deleting on Schedule “1” (City Concept) thereto, the “Unique Communities” designation of the lands shown outlined on Schedule A to this amendment;
- (2) by changing on Schedule “A”, (General Land Use Designations) thereto, the land use designation of the lands outlined on Schedule “B” to this amendment from “Estate Residential” to “Residential”;
- (3) by amending on Schedule “G” (Secondary Planning Areas) the boundaries of Secondary Plan Area 26 – Toronto Gore Rural Estate, as shown on Schedule “C” to this amendment;
- (4) by adding to Schedule “G” (Secondary Planning Areas) thereto, the boundaries of the Gore Meadows Secondary Plan Area 56, as shown on Schedule “C” to this amendment;
- (5) by adding the following new policy as Section 4.2.1.21:

“4.2.1.21 Toronto Gore

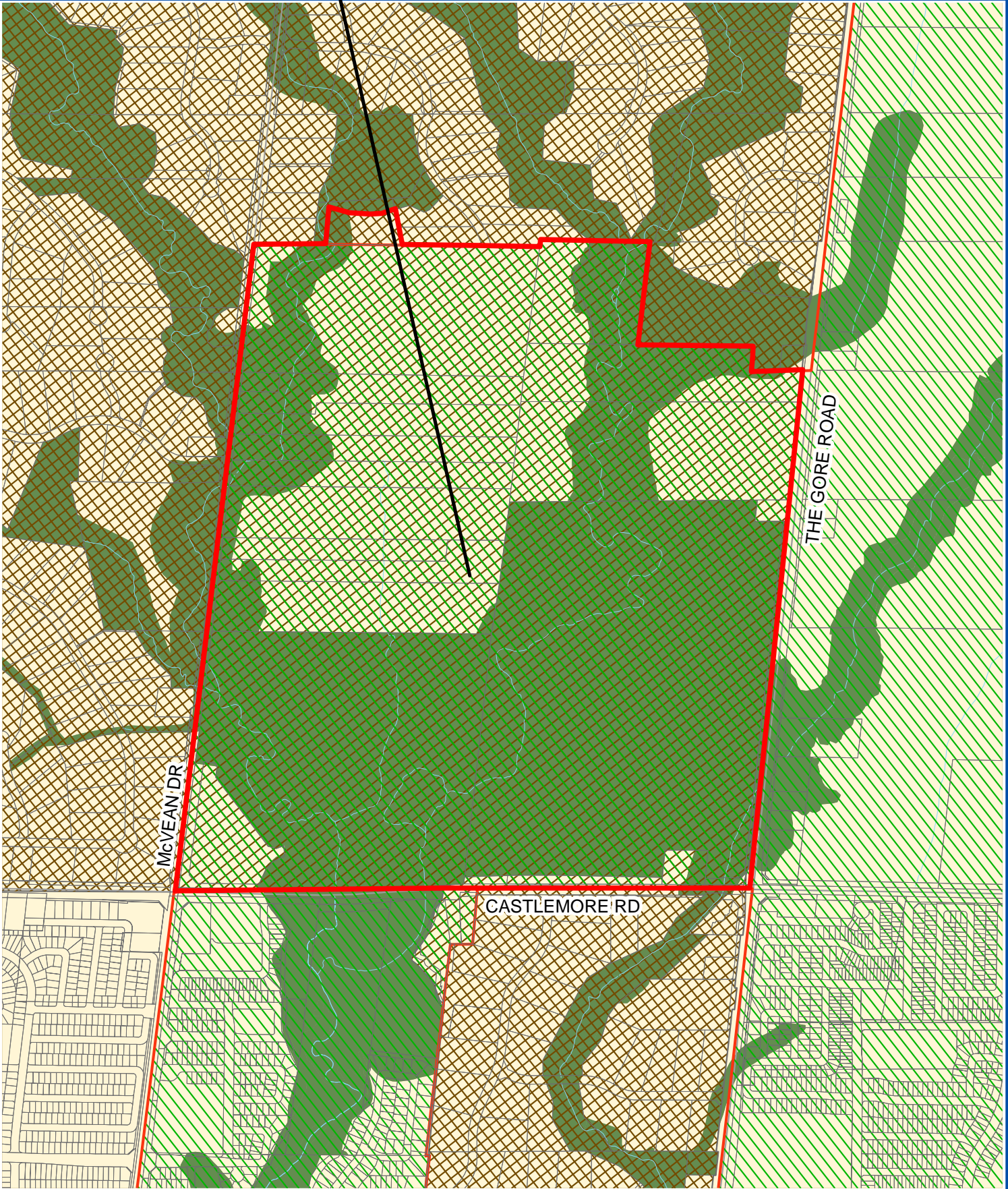
“For the lands shown as Gore Meadows Secondary Plan Area 56 on Schedule “G” (Secondary Planning Areas), a Secondary Plan shall be prepared in accordance with Section 5.4 – Secondary Plans to comprehensively plan for the development of the vacant contiguous lands located in the southern quadrant of the Toronto Gore community. In addition to the Secondary Plan criteria outlined in Section 5.4.3, the Gore Meadows Secondary Plan shall include the following policies:

- a) To provide a gradual and sensitive transition in density between the adjacent established estate residential area and the Gore Meadows Secondary Plan area;

- b) To provide a diverse range and mix of housing options, including affordable housing;
  - c) That no vehicular connections between the adjacent established Estate Residential Area and the Gore Meadows Secondary Plan area shall be provided;
  - d) That the extension of Ryckman Lane shall be prohibited;
  - e) That vehicular access to and from the Gore Meadows Secondary Plan area will be from McVean Drive and The Gore Road;
  - f) That development within the Gore Meadows Secondary Plan area shall be on full urban municipal services;
  - g) That the existing Natural Heritage System shall be protected and enhanced; and
  - h) That pedestrian and cyclist linkages between the Natural Heritage System and Gore Meadows Community Centre shall be provided where it has been demonstrated that the functions of the Natural Heritage System will not be adversely impacted.”
- (6) By adding to Part II SECONDARY PLANS, thereof, the following new heading and associated text after the section Area 55:
- “Area 56: Gore Meadows Secondary Plan
- No Secondary Plan in place.”



"UNIQUE COMMUNITIES" DESIGNATION TO BE REMOVED



EXTRACT FROM SCHEDULE1 (CITY CONCEPT PLAN) FROM THE DOCUMENT KNOWN AS THE bRAMPTON OFFICIAL PLAN

- CENTRAL AREA

EMPLOYMENT

COMMUNITIES

UTILITY

OPEN SPACE

RESIDENTIAL

BUILT BOUNDARY LINE

INTENSIFICATION CORRIDOR

PRIMARY INTENSIFICATION CORRIDOR

SECONDARY INTENSIFICATION CORRIDOR

DESIGNATED GREENFIELD AREA

UNIQUE COMMUNITIES

NORTHWEST BRAMPTON URBAN DEVELOPMENT AREA


GREENBELT LEGEND

DEFERRAL

MAJOR TRANSIT STATION AREA

RESIDENTIAL CHARACTER AREA

MOBILITY HUB

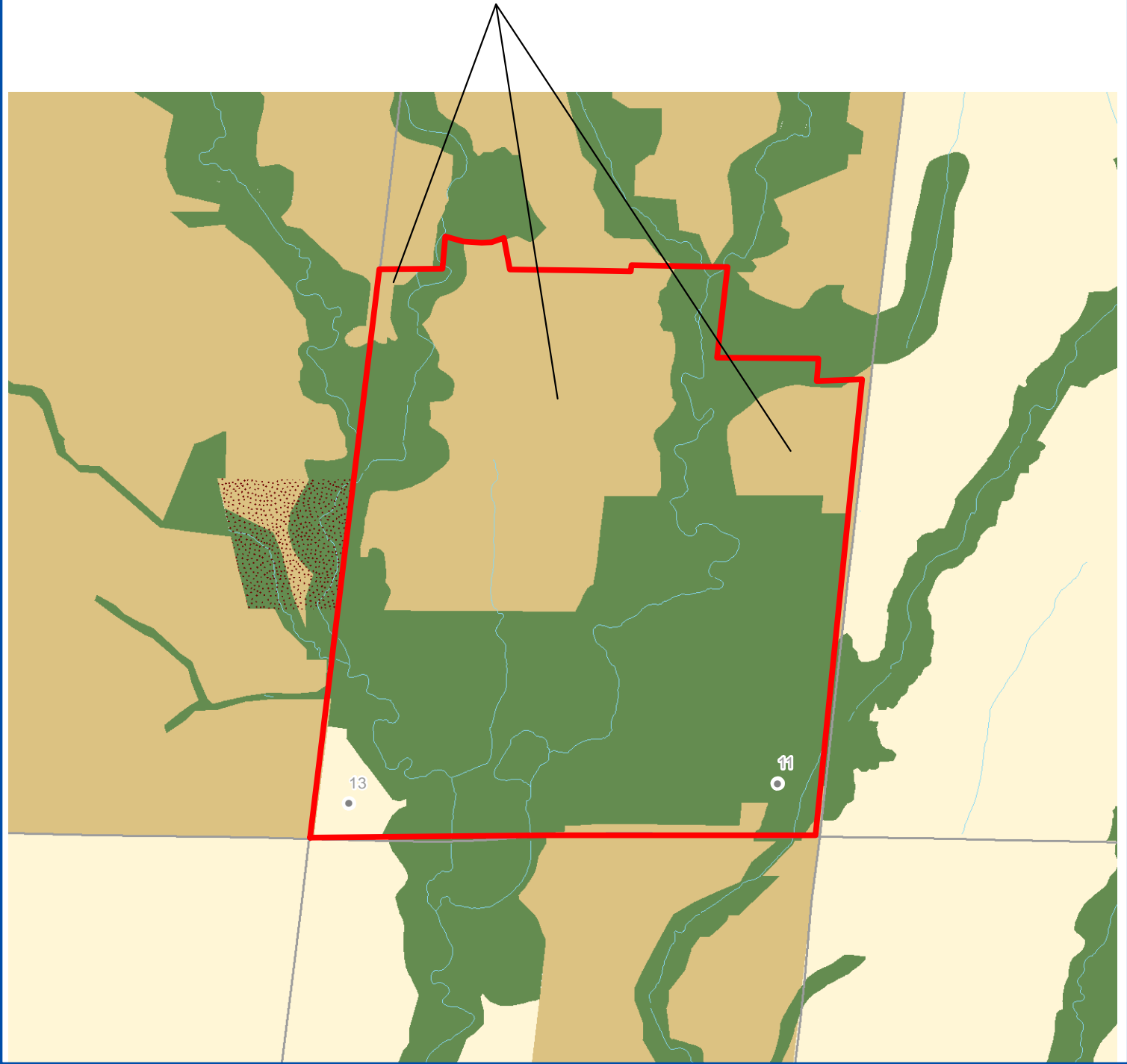
LANDS SUBJECT TO THIS AMENDMENT
- 

**BRAMPTON**  
Flower City



















PLANNING AND DEVELOPMENT SERVICES
- 
- SCHEDULE A TO OFFICIAL PLAN AMENDMENT  
OP2006# \_\_\_\_\_
- File: SP56\_OPA\_A\_CITY CONCEPT  
Date: 2021/04/07

Author: ckovac
- Page 194 of 215
- BY-LAW # \_\_\_\_\_

LANDS TO BE REDESIGNATED FROM "ESTATE RESIDENTIAL TO "RESIDENTIAL"



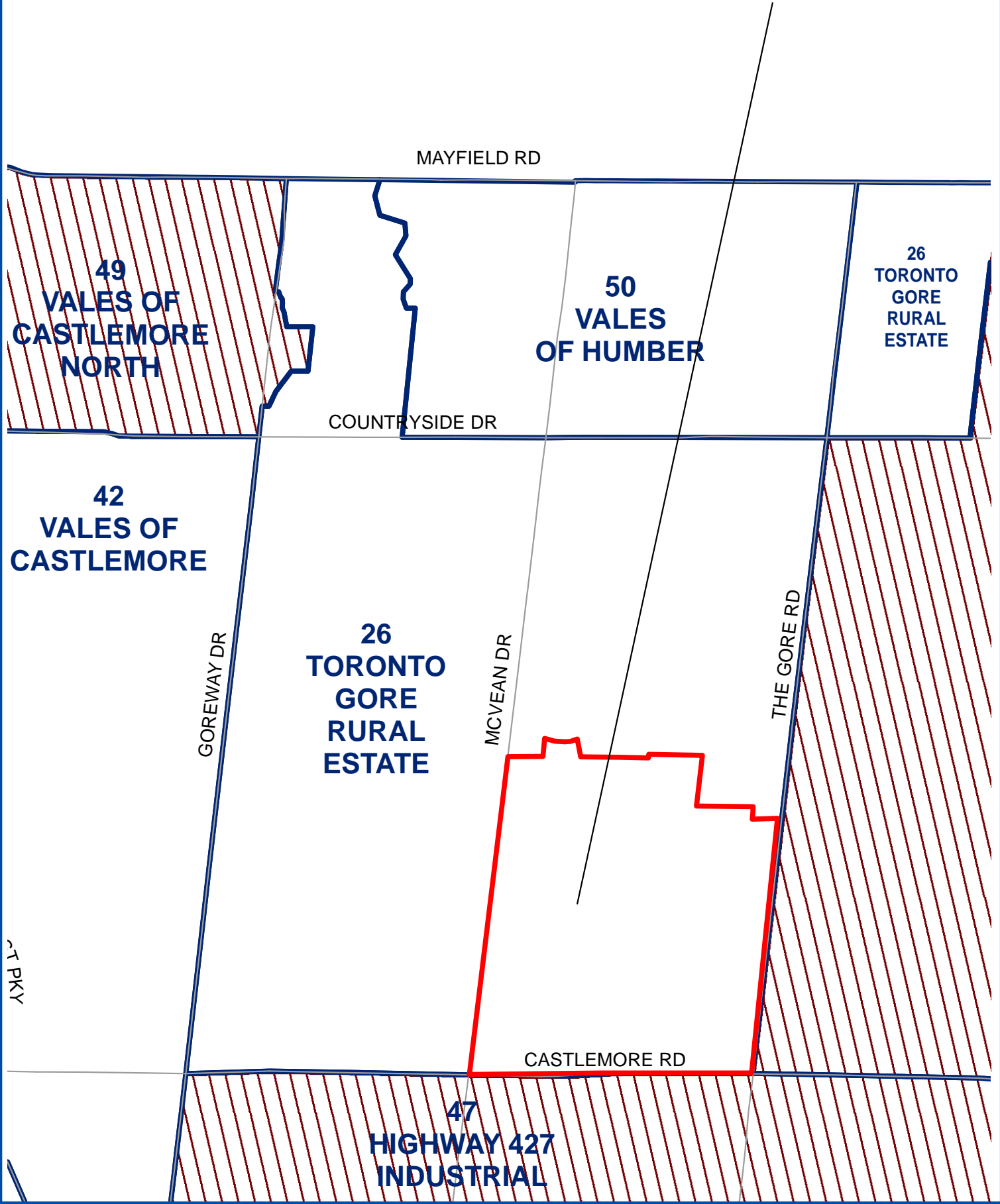
EXTRACT FROM SCHEDULE A (GENERAL LAND USE) FROM THE DOCUMENT KNOWN AS THE BRAMPTON OFFICIAL PLAN

- |   |   |
|---|---|
|  BUSINESS CORRIDOR                   |  CENTRAL AREA                    |
|  ESTATE RESIDENTIAL                  |  SPECIAL LAND USE POLICY AREA    |
|  INDUSTRIAL                          |  SPECIAL STUDY AREA              |
|  MAJOR INSTITUTIONAL                 |  CORRIDOR PROTECTION AREA        |
|  N-W BRAMPTON URBAN DEVELOPMENT AREA |  GREENBELT LEGEND                |
|  OFFICE                              |  L.B.P.I.A. OPERATING AREA       |
|  OPENSOURCE                          |  DEFERRAL                        |
|  PARKWAY BELT WEST                   |   |
|  PROVINCIAL HIGHWAYS                 |  LANDS SUBJECT TO THIS AMENDMENT |
|  REGIONAL RETAIL                     |   |
|  RESIDENTIAL                         |   |
|  UTILITY                             |   |
|  VILLAGE RESIDENTIAL                 |   |





SECONDARY PLAN BOUNDARY TO BE ADDED  
AND LABELLED SECONDARY PLAN 56 (GORE MEADOWS)



EXTRACT FROM SCHEDULE G(SECONDARY PLAN AREAS) OF THE DOCUMENT KNOWN AS THE BRAMPTON OFFICIAL PLAN

- Legend**
- LANDS SUBJECT TO THIS AMENDMENT
  - NEWER SECONDARY PLAN AREAS OR PORTIONS THEREOF SUBJECT TO THE NEW HOUSING AND DENSITY CATEGORIES OF THE OFFICIAL PLAN







THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number \_\_\_\_\_ - 2021

To amend Comprehensive Zoning By-law 270-2004, as amended

The Council of the Corporation of the City of Brampton, in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P. 13, hereby ENACTS as follows:

1. By-law 270-2004, as amended, is hereby further amended:
- (1) By changing the zoning designation of the lands as shown outlined on Schedule A to this by-law:

From:	To:
"AGRICULTURAL ZONE A (A)"	"RESIDENTIAL SINGLE DETACHED E-12.2 (R1E-12.2)";  "RESIDENTIAL SINGLE DETACHED E-12.2-3552 (R1E-12.2-3552)";  "RESIDENTIAL SINGLE DETACHED E-12.2-3556 (R1E-12.2-3556)";  "RESIDENTIAL SINGLE DETACHED E-12.2-1466 (R1E-12.2-1466)";  "RESIDENTIAL SINGLE DETACHED E-15.2-1471 (R1E-15.2-1471)";  "FLOODPLAIN (F)".

- (2) By adding the following Sections:
- "3552 The lands designated R1E-12.2-3552 on Schedule A to this by-law:
- 3552.1 Shall only be used for the purposes permitted in an R1E-x zone.
- 3552.2 Shall be subject to the following requirements and restrictions:
- i. For zoning purposes, the front lot line shall be that which abuts Maybeck Drive;
  - ii. The minimum rear yard depth shall be 5.0 metres;
  - iii. No accessory buildings, structures, detached garage and swimming pools are permitted within the rear yard, the minimum required side yard or minimum required front yard;

- iv. Any fence may not exceed 1.2 metres in height in the minimum required rear yard and may not exceed 1.5 metres in height in the minimum required front yard;
  - v. Any garage may project into the front yard any distance beyond a porch or front wall of a dwelling provided the minimum front yard depth of 6.0 metres for a garage is complied with;
  - vi. Unenclosed porches and balconies, with or without foundations and a cold cellar may project a maximum of 1.8 metres into the required front yard, exterior side yard or rear yard; and
  - vii. Bay windows, with or without foundations, to a maximum width of 3.0 metres, chimney elements, cornices and roof eaves, may project a maximum of 1.0 metre into any front yard, exterior side yard or rear yard.
- 3552.3 Shall also be subject to the requirements and restrictions relating to the R1E-x zone, and all the general provisions of this by-law, which are not in conflict with those set out in in Section 3552.2
- 3556 The lands designated R1E-12.2-3556 on Schedule A to this by-law:
- 3556.1 Shall only be used for the purposes permitted in an R1E-x zone.
- 3556.2 Shall be subject to the following requirements and restrictions:
- i. The minimum lot width for a corner lot shall be 2.5 metres wider than the minimum interior lot width; and
  - ii. The minimum exterior side yard width shall be 3.5 metres;
- 3556.3 Shall also be subject to the requirements and restrictions relating to the R1E-x zone, and all the general provisions of this by-law, which are not in conflict with those set out in Section 3556.2.”

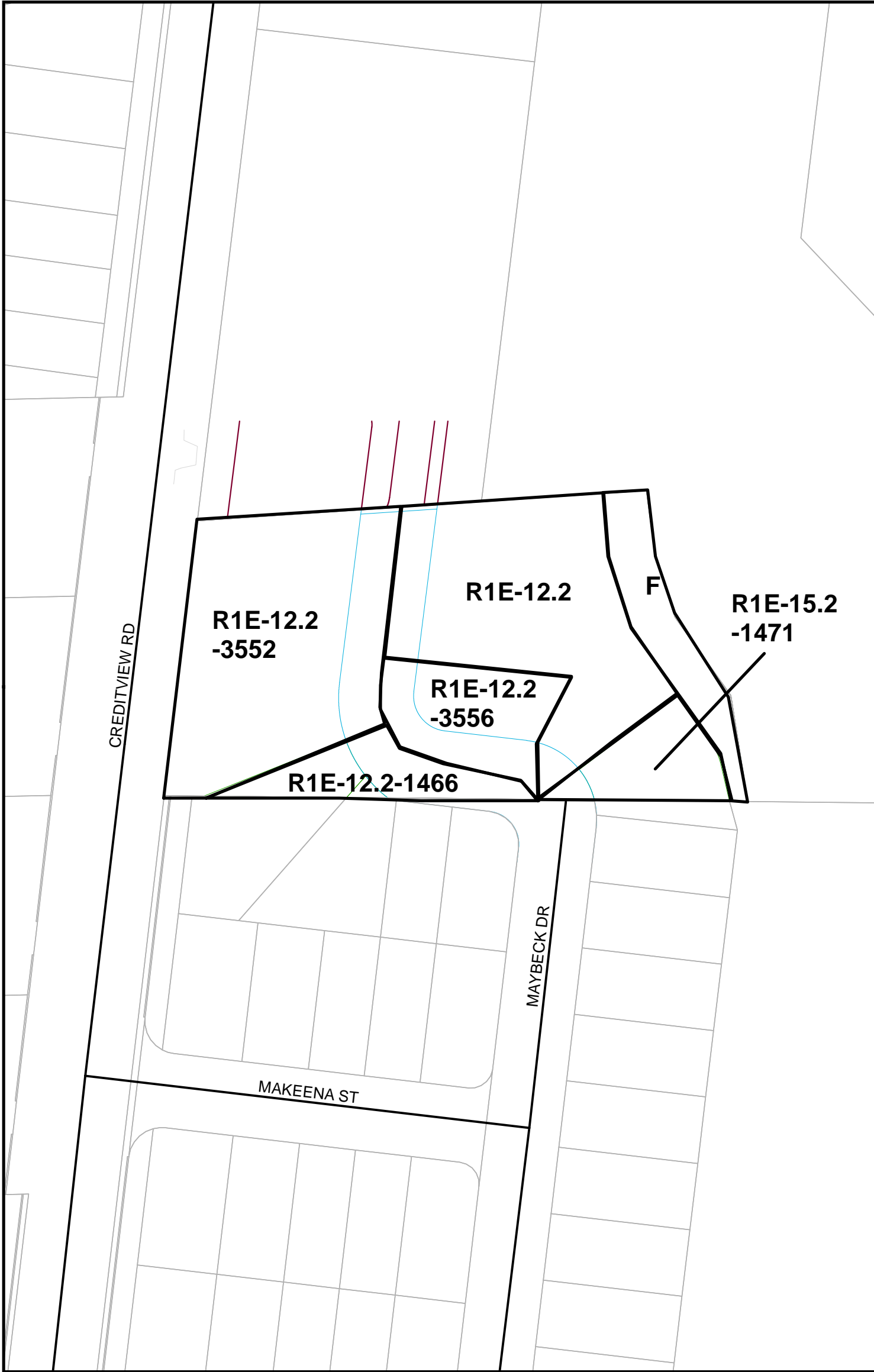
ENACTED and PASSED this 16<sup>th</sup> day of June, 2021.

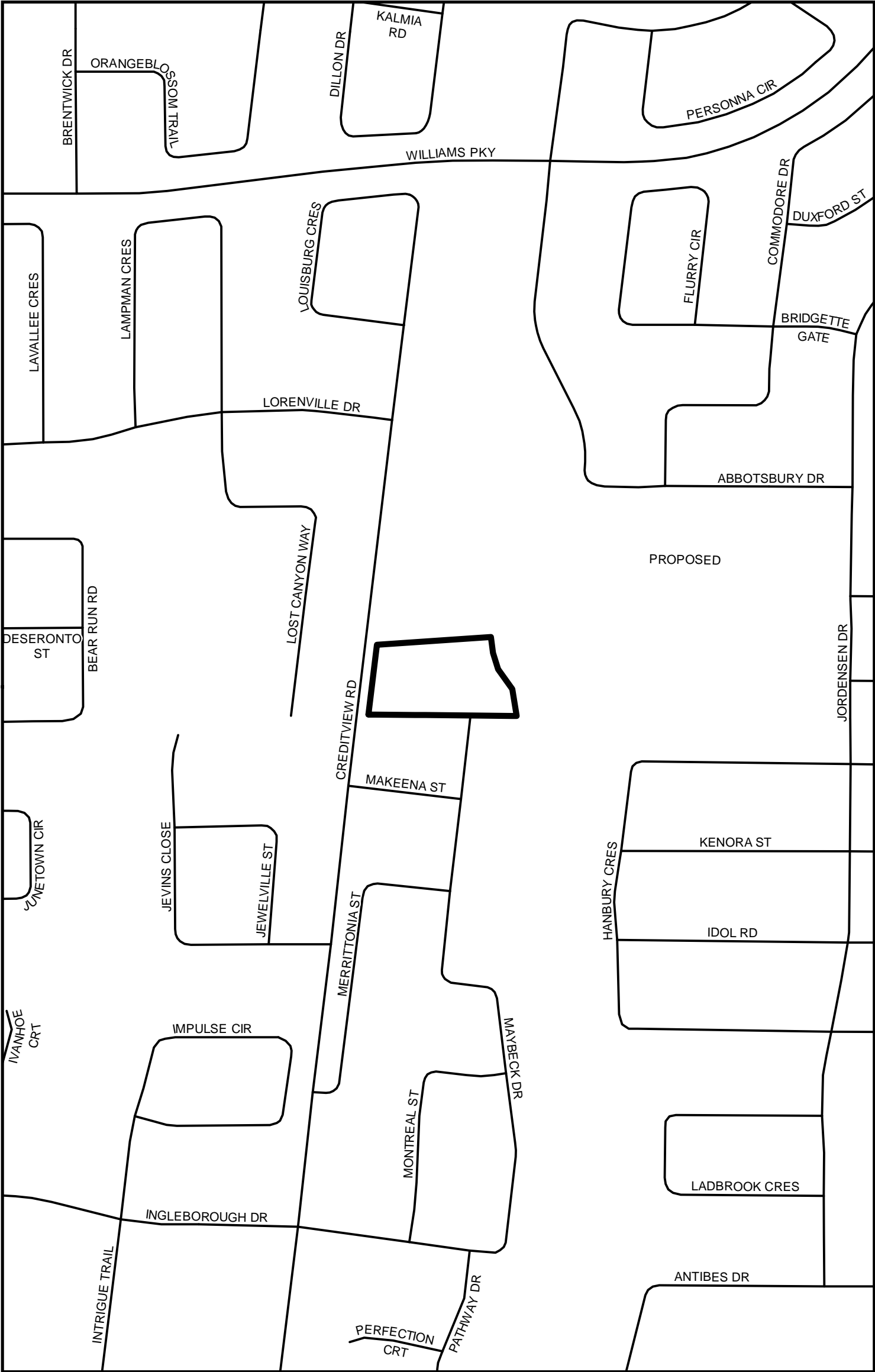
Approved as to  
form.  
  
2021/05/12  
  
C.deSereville

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to  
content.  
  
2021/05/25  
  
AAP

\_\_\_\_\_  
Peter Fay, City Clerk





SUBJECT LANDS



BRAMPTON  
Flower City  
PLANNING, BUILDING AND ECONOMIC DEVELOPMENT



KEY MAP



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To amend By-law 270-2004, as amended

The Council of The Corporation of the City of Brampton, in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, hereby ENACTS as follows:

1. By-law 270-2004, as amended, is hereby further amended:
- (1) By changing the zoning designation of the lands identified at Schedule “A” to this By-law:

From:	To:
Residential Apartment A(3) Holding – Section 2532 (R4A(3)(H) – Section 2532)	Residential Apartment A(3) – Section 3017 (R4A(3) – Section 3017); and,  Residential Apartment A(3) – Section 2532 (R4A(3) – Section 2532)

- (2) By deleting Section 2532.2.(3) in its entirety and renumbering Section 2532.2(4) to Section 2532.2(17);
- (3) By amending Section 2532 to remove the (H) symbol from the zone designation and by deleting Section 2532.2.(18) in its entirety;
- (4) By adding thereto the following section thereto:

“3017 The lands designated R4A(3) – Section 3017 on Schedule “A” to this by-law:

- 3017.1 Shall only be used for the following:
- 1) An apartment dwelling,
  - 2) A stacked townhouse dwelling,
  - 3) A back-to-back townhouse dwelling,
  - 4) only in conjunction with an apartment dwelling, the following non-residential uses are permitted:

- a. an office,
- b. a bank, trust company or financial institution,
- c. a retail establishment,
- d. a convenience store,
- e. a dry cleaning and laundry distribution station,
- f. a dining room restaurant, a take-out restaurant,
- g. a service shop,
- h. a personal service shop,
- i. a printing or copying establishment,
- j. an art gallery,
- k. a community club,
- l. a commercial school,
- m. a health or fitness centre,
- n. a place of worship,
- o. a day nursery, and
- p. a library

3017.2 Shall be subject to the following requirements and restrictions:

- 1) Non-residential uses shall only be permitted on the ground floor or second floor of an apartment dwelling abutting a public or private road. For greater clarity, common areas including fitness centres, lobbies, service areas, library, games, room, kids play zone, co-working spaces, party room and other facilities for the private use of the residents of the building may be permitted anywhere in the building.
- 2) The maximum gross floor area for an individual non-residential use shall be 1500 square metres and shall not include residential common areas noted in 3017.2.1) above.
- 3) The maximum number of residential units shall not exceed 290.
- 4) The maximum floor space index shall be 5.0 FSI.
- 5) Minimum Lot Width is not applicable.
- 6) The maximum building height shall be 21-storeys having a maximum building height of 65 metres measured from established grade.
- 7) The minimum floor-to-floor height of the ground floor of an apartment building shall be 4.5 metres.
- 8) The minimum setback from Malta Avenue shall be an additional 3.0 metres for the portion of a building that is 15 metres above grade or greater.
- 9) The minimum setback from Malta Avenue shall be 2.5 metres excluding sunken patios, porches (covered and

uncovered), stairs, and both hard and soft landscaping which may encroach to within 0 metres of the Lot Line.

- 10) For the purpose of this section, Malta Avenue shall be deemed to be the Front Lot Line.
- 11) The minimum below grade setback to all yards shall be 0 metres.
- 12) Minimum Lot Area: 14 square metres per dwelling unit.
- 13) Minimum Interior Side Yard Width: 0.0 metres.
- 14) Minimum setback from a Lot Line for a hydro transformer: 1.5 metres.
- 15) Maximum Lot Coverage: 50%
- 16) Minimum Landscape Open Space: 35% of the lot area
- 17) The minimum landscape strip, along the lot line abutting Malta Avenue shall be 2.5 metres, except at approved access locations. Landscaped open space may consist of both hard and soft elements, including retaining walls, stairs, pedestrian ramps, sunken patios and porches (covered and uncovered) and utility infrastructure.
- 18) Minimum parking requirements:
  - a. Notwithstanding Section 20.3.2(a) and (b), visitor parking shall be provided at a rate of 0.15 spaces per dwelling unit.
- 19) Minimum Distance Between Buildings: No requirement.”

ENACTED and PASSED this 16<sup>th</sup> day of June, 2021.

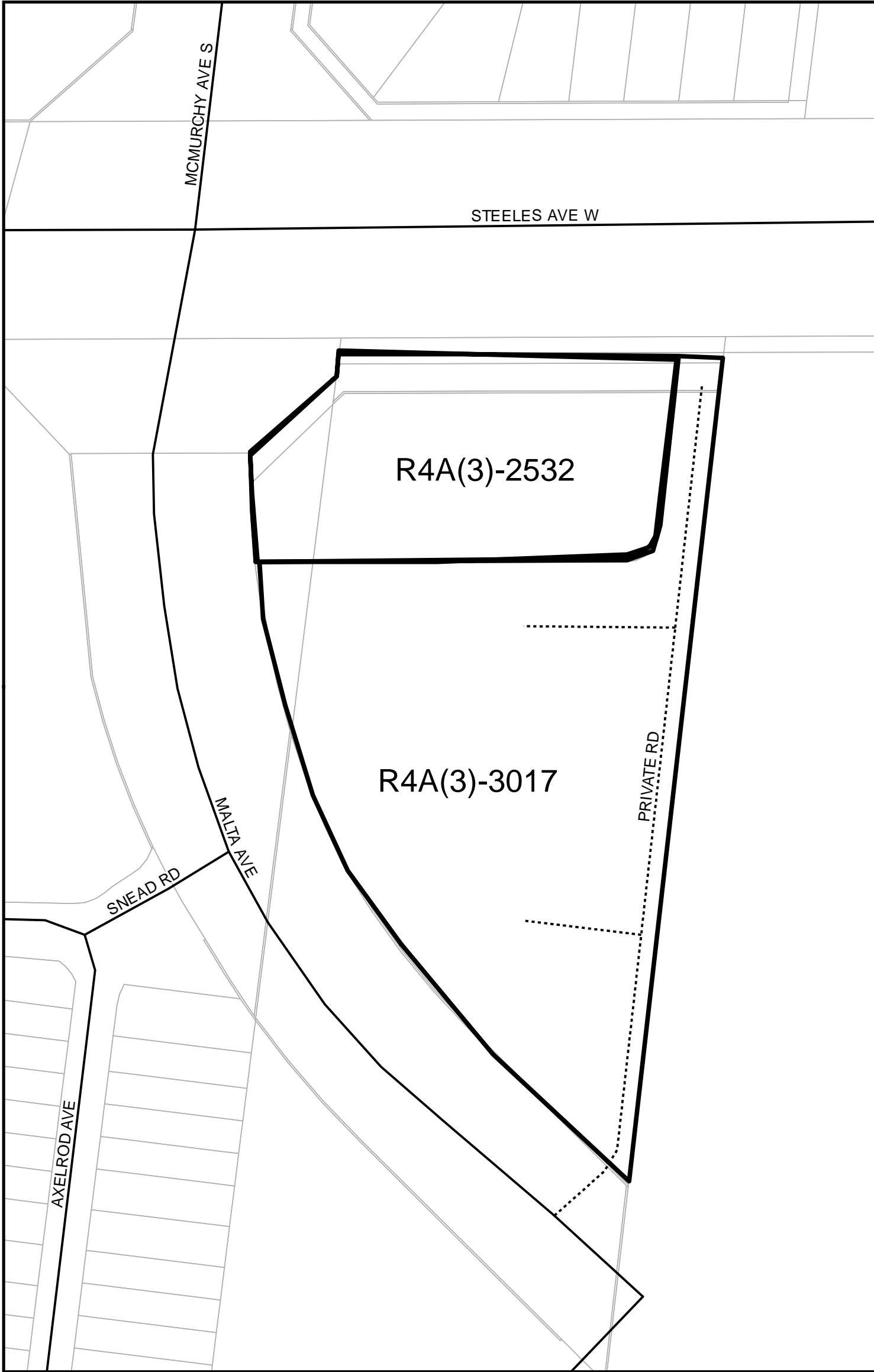
Approved as to  
form.  
  
2021/05/26  
  
C.deSereville

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to  
content.  
  
2021/05/25  
  
AAP

\_\_\_\_\_  
Peter Fay, City Clerk

(file: OZS-2020-0028)



**BRAMPTON**  
**Flower City**  
PLANNING, BUILDING AND ECONOMIC DEVELOPMENT

File: OZS-2020-0028\_ZBLA

Date: 2021/05/04

Drawn by: ckovac

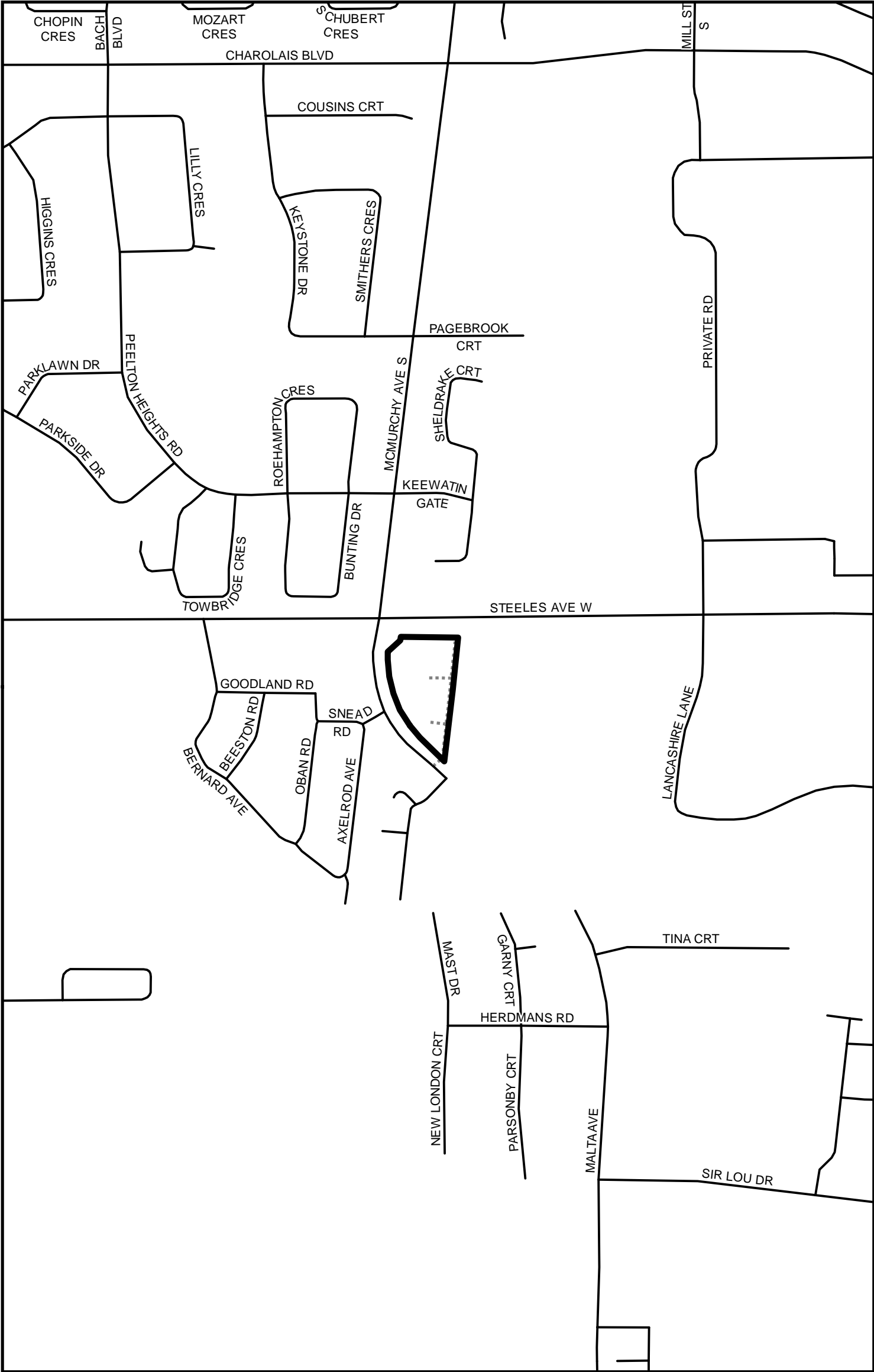


**PART LOT 15, CONCESSION 1 W.H.S (TOR.)**

BY-LAW \_\_\_\_\_

SCHEDULE A





 SUBJECT LANDS



**KEY MAP**



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To Appoint Municipal By-law Enforcement Officers  
and to Repeal By-law 125-2021

---

**WHEREAS** subsection 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the powers of a municipality under the *Municipal Act, 2001* or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** section 15 of the *Police Services Act*, R.S.O. 1990, c. P.15, as amended, authorizes a municipal council to appoint Municipal Law Enforcement Officers, who shall be peace officers for the purpose of enforcing municipal by-laws;

**NOW THEREFORE** the Council of The Corporation of the City of Brampton ENACTS as follows:

1. The persons named in **Schedule I** attached hereto are hereby appointed as Municipal Law Enforcement Officers for The Corporation of the City of Brampton.
2. A municipal law enforcement officer appointed by this By-law may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
  - (a) a by-law of The Corporation of the City of Brampton passed under the *Municipal Act, 2001*, as amended;
  - (b) a direction or order of The Corporation of the City of Brampton made under the *Municipal Act, 2001*, as amended, or made under a by-law;
  - (c) a condition of a licence issued under a by-law; or
  - (d) an order made under section 431 of the *Municipal Act, 2001*, as amended.
3. A municipal law enforcement officer exercising a power of entry may:
  - (a) require production for inspection of documents or things relevant to the inspection;
  - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;

- (c) require information from any person concerning a matter related to the inspection; and
  - (d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
4. Subject to section 5, this By-law prevails to the extent of any conflict between this By-law and any other by-law of The Corporation of the City of Brampton.
5. This by-law does not restrict any rights conferred by the *Municipal Act, 2001*, as amended, or any other Act or regulation, respecting entry to land.
6. By-law 125-2021 is hereby repealed.

ENACTED and PASSED this 16<sup>th</sup> day of June, 2021.

Approved as to  
form.  
  
2021/06/07  
  
Colleen Grant

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to  
content.  
  
2021/June/07  
  
Paul Morrison

\_\_\_\_\_  
Peter Fay, City Clerk

**MUNICIPAL LAW ENFORCEMENT OFFICERS**

Armonas, Adam	Mercer, Elizabeth
Avbar, John	Mohammed, Richard
Azeem, Aziz	Morrison, Paul
Bedenikovic, Carole	Mulick, Michael
Belyntsev, Nikolai	Mullin, Nicole
Bettencourt, Andrew	Munday, Dean
Bisson, James	Myers, Brian
Bolton, James	Myers, Jimmy
Bowen, Matthew	O'Connor, Brendan
Brar, Gurpreet	Parhar, Mohinder
Brar, Harjot	Payton, Rory
Brown, Marco	Polera, Michael Francis
Brown, Steve	Prewal, Kuljeet
Bryson, Peter	Punia, Arvinder
Capobianco, Michael	Pytel, Kim
Clune, Anthony	Ramdeo, Kevin
Dang, Mohit	Raposo, Christopher
De Schryver, Denise	Riar, Karanpreet
Dhami, Bobby	Roman, Bradley
Dhillon, Narinder	Russell, Jeff
Dollimore, Phillip	Ruszin, Natasha
Dosanjh, Gurprit	Sander, Allyson
Drope, Graham	Santos, Sandra
Edwin, Erin	Sensicle, Christian
Fortini, Kristen	Siciliano, Derek
Foster, Brian	Singzon, Philip
Frigault, Shawn	Smith, Andrew
Garcia, Emanuel	Smith, Kyle
Gobeo, Brent	Strachan, Brent
Gobeo, Courtney	Tatla, Vic
Goddard, Catherine	Toofunny, Virendra
Graham, Ronald	Tozer, Jordan
Grasby, Kim	Valenzano, Justyn
Grech, Frank	VanBelkom, Roberta
Hall, Shawna	Vernigorov, Artem
Harm, Victor	Viana, Mark
Holmes, Todd	Walker, Dwayne
Hussain, Fawad	Walsh, Sandra
Hosseiny, Said	Ward, Lindsay
Iacobucci, Sarah	Waterfield, Mathew
Iliev, Konstantin	Waterfield, Sabrina
Jardine, Hayley	Watson, Kevin
Josey, Luanne	Wauchope, Shemeka
Kainth, Sukhpreet	Wyner, Michael
Kandola, Sukhdeep	
Kasiulewicz, Mario	
Keyes, Shane	
Kitto, Shawn	
Knowles, Breanne	
Kornfehl, James	
Labelle, Jeff	
Labelle, Michelle	
Lindegaard, Kevin	
Locke, Kevin	
Ly, Michael	
MacLeod, Robert	
Maiss, Ryan	
Maurice, Jean-Pierre	
McEvoy, Jennifer	
McKnight, Victoria	

**ANIMAL SERVICES**

Baeumler, Taylor	LaFlamme, James
Barrett, Amanda	Laine, Cara
Bartosiewicz, Anna	Lazaro, Daniel
Boffo, Sabrina	Leja, Ania
Clugston, Andrea	Mannavarajan, Renugah
Crawford, Chelsea	McSkimming, Alexis
Cross, Carrie	Realegeno, Kelly
Duncan, Kathy	Smith, Karen
Edney, Meredith	
Gage, Shona	
Gannon, Katie	
Gregorinski, Jerry	

**PUBLIC WORKS – ROAD OPERATIONS**

Attard, Joe	Papa, Nicola
Currie, Derek	Ramoutar, Navin
Delfosse, Greg	Roeterink, Douglas
Devlin, Kyla	Senior, Melanie
Escobar, Steve	Serna, Sebastian
Gomes, Carlos	Simovic, Christopher
Guy, William	Tomasone, David
Mamone, Fabrizio	Trombino, Christopher
Marques, Robert	Van Ravens, Ed
Masiak, Andrew	Vincent, Malcolm
Nielson, Lenka	

**FIRE PREVENTION OFFICERS**

Banayat, Ravinder	Maiato, David
Chen, Bertrand	Paquet, Jay
Cooper, Matthew	Patel, Pintu
Cosgrove, Chantelle	Reid, Brooklyn
Crevier, Madelaine	Sefton, John
Denn, Steve	Soltanpour, Sara
Detcheverry, Alana	Speirs, Shawn
Flannigan Jacobsen, Lindsay	Underwood, William
Fournier, Tyler	Van den Hoek, Heather
Frederick, Ethan	Von Holt, Andrew
Hur, Junewon (Louis)	Waite, Brian
Kellam, Chris	Wang, Qia (Emma)
Khan, Zainal	White, Kylie
Knoke, Mary	
Krohm, Richard	
Li, Charles	



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To prevent the application of part lot control  
to part of Registered Plan **43M – 2043**

---

**WHEREAS** subsection 50(5) of the *Planning Act*, R.S.O. c. P.13, as amended, has imposed part lot control on all lands within registered plans within the City;

**AND WHEREAS** pursuant to subsection 50(7) of the *Planning Act*, the Council of a municipality may, by by-law, provide that subsection 50(5) of the *Planning Act* does not apply to land within such registered plan or plans of subdivision or parts thereof, as are designated in the by-law;

**AND WHEREAS** the application for an exemption from part lot control pursuant to subsection 50(7) of the *Planning Act*, on the lands described below, for the purpose of creating maintenance easements and townhouse units, is to the satisfaction of the City of Brampton;

**NOW THEREFORE** The Council of The Corporation of the City of Brampton  
**ENACTS AS FOLLOWS:**

1. THAT subsection 50(5) of the *Planning Act* does not apply to the following lands within the City of Brampton, Regional Municipality of Peel:

The whole of Lots 43, 44, 46, 47, 50, 53, 54, 56, 57, 59, 60, 61, 62, 66, 67, 69, 70, 72, 73, 81, 84, 85, 142, 198, 201, 202, 205, 206, 216, 217, 219, 220, 222, 223, and Blocks 269, 270, 271, 272, and 297, all on Registered Plan 43M-2043.

2. THAT pursuant to subsection 50 (7.3) of the *Planning Act*, this By-law shall expire THREE (3) years from the date of its registration.
3. THAT this By-law shall not become effective until a certified copy or duplicate of this By-law has been registered in the proper land registry office.

**ENACTED** and **PASSED** this 16<sup>th</sup> day of June, 2021.

Approved as to  
form.  
  
2021/06/11  
  
C.deSereville

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to  
content.  
  
2021/06/01  
  
Cynthia  
Owusu-Gyimah

\_\_\_\_\_  
Peter Fay, City Clerk

(PLC-2021-0019)



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To prevent the application of part lot control  
to part of Registered Plan **43M – 2088**

---

**WHEREAS** subsection 50(5) of the *Planning Act*, R.S.O. c. P.13, as amended, has imposed part lot control on all lands within registered plans within the City;

**AND WHEREAS** pursuant to subsection 50(7) of the *Planning Act*, the Council of a municipality may, by by-law, provide that subsection 50(5) of the *Planning Act* does not apply to land within such registered plan or plans of subdivision or parts thereof, as are designated in the by-law;

**AND WHEREAS** the application for an exemption from part lot control pursuant to subsection 50(7) of the *Planning Act*, on the lands described below, for the purpose of creating maintenance easements, is to the satisfaction of the City of Brampton;

**NOW THEREFORE** The Council of The Corporation of the City of Brampton **ENACTS AS FOLLOWS:**

1. THAT subsection 50(5) of the *Planning Act* does not apply to the following lands within the City of Brampton, Regional Municipality of Peel:

The whole of Lots 2, 5, 10, and 15, all on Registered Plan 43M-2088.

2. THAT pursuant to subsection 50 (7.3) of the *Planning Act*, this By-law shall expire THREE (3) years from the date of its registration.
3. THAT this By-law shall not become effective until a certified copy or duplicate of this By-law has been registered in the proper land registry office.

**ENACTED** and **PASSED** this 16<sup>th</sup> day of June, 2021.

Approved as to  
form.

2021/06/03

C.deSereville

Approved as to  
content.

2021/06/01

Cynthia  
Owusu-gyimah

---

Patrick Brown, Mayor

---

Peter Fay, City Clerk

(PLC-2021-0020)





THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To prevent the application of part lot control  
to part of Registered Plan **43M – 2097**

---

**WHEREAS** subsection 50(5) of the *Planning Act*, R.S.O. c. P.13, as amended, has imposed part lot control on all lands within registered plans within the City;

**AND WHEREAS** pursuant to subsection 50(7) of the *Planning Act*, the Council of a municipality may, by by-law, provide that subsection 50(5) of the *Planning Act* does not apply to land within such registered plan or plans of subdivision or parts thereof, as are designated in the by-law;

**AND WHEREAS** the application for an exemption from part lot control pursuant to subsection 50(7) of the *Planning Act*, on the lands described below, for the purpose of creating maintenance easements and semi-detached units, is to the satisfaction of the City of Brampton;

**NOW THEREFORE** The Council of The Corporation of the City of Brampton  
**ENACTS AS FOLLOWS:**

1. THAT subsection 50(5) of the *Planning Act* does not apply to the following lands within the City of Brampton, Regional Municipality of Peel:

The whole of Lots 2, 3, 4, 5, 8 to 14, inclusive; 16 to 21, inclusive; 25 to 31, inclusive, 34, 35, 37 to 62 inclusive; 64 to 79, inclusive; 81 to 90, inclusive; 93 to 101, inclusive; 103 to 115, inclusive; 117, 118, 119, 121 to 127, inclusive; and Blocks 128 and 130, all on Registered Plan 43M-2097.

2. THAT pursuant to subsection 50 (7.3) of the *Planning Act*, this By-law shall expire THREE (3) years from the date of its registration.
3. THAT this By-law shall not become effective until a certified copy or duplicate of this By-law has been registered in the proper land registry office.

**ENACTED** and **PASSED** this 16<sup>th</sup> day of June, 2021.

Approved as to  
form.  
  
2021/06/04  
  
C.deSereville

\_\_\_\_\_  
Patrick Brown, Mayor

Approved as to  
content.  
  
2021/06/01  
  
Cynthia  
Owusu-Gyimah

\_\_\_\_\_  
Peter Fay, City Clerk

(PLC-2021-0021)



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2021

To confirm the proceedings of Council  
at its Regular Meeting held on June 16, 2021

The Council of The Corporation of the City of Brampton ENACTS as follows:

1. THAT the action of the Council at its Regular Meeting of June 16, 2021 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law; and
2. THAT the Mayor and the proper officers of the city are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the City to all such documents. Where the subject matter of any such action is within a sphere or jurisdiction assigned to The Corporation of the City of Brampton pursuant to section 11 of the Municipal Act, 2001, the authority granted by this section includes the use of natural person powers under section 8 of the Municipal Act, 2001; and
3. THAT this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its powers to proceed with, or to provide any money for, any undertaking, work, project, scheme, act, matter or thing which requires an approval in addition to the approval of the Council, shall not take effect until the additional approval has been obtained.

Dated at the City of Brampton this 16<sup>th</sup> day of June, 2021.

---

Patrick Brown, Mayor

---

Peter Fay, City Clerk