



Special Meeting Agenda  
City Council

The Corporation of the City of Brampton

**Date:** Wednesday, September 30, 2020

**Time:** 3:00 p.m.

**Location:** Council Chambers - 4th Floor, City Hall - Webex Electronic Meeting

**Members:**

Mayor Patrick Brown

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

Regional Councillor M. Medeiros                      Wards 3 and 4

City Councillor C. Williams                      Wards 7 and 8

Regional Councillor P. Fortini                      Wards 7 and 8

City Councillor H. Singh                      Wards 9 and 10

Regional Councillor G. Dhillon                      Wards 9 and 10

**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.

As of September 16, 2020, limited public attendance at meetings will be permitted by pre-registration only (subject to occupancy limits). It is strongly recommended that all persons continue to observe meetings online or participate remotely. To register to attend a meeting in-person, please complete this form.

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  
[cityclerksoffice@brampton.ca](mailto:cityclerksoffice@brampton.ca)

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

1. Call to Order
2. Approval of Agenda
3. Declarations of Interest under the Municipal Conflict of Interest Act
4. Delegations
  - 4.1 Delegations re: Hearing under the Development Charges Act – Development Charges Complaint, s. 20 Development Charges Act - Dancor Construction Limited - 21 Coventry Road, Brampton  
  
See Item 5.1
5. Reports from Corporate Officials
  - 5.1 Staff Report re: Complaint Pursuant to Section 20 of the Development Charges Act, 1997 – Dancor Construction Limited
6. Public Question Period

15 Minute Limit (regarding any decision made at this meeting)
7. Confirming By-law
  - 7.1 By-law \_\_\_\_-2020 - To confirm the proceedings of Council at its Special Meeting held on September 30, 2020
8. Adjournment

**Date:** 2020-09-16

**Subject:** **Complaint Pursuant to Section 20 of the Development Charges Act, 1997 – Dancor Construction Limited**

**Secondary Title:**

**Contact:** Janet Lee, Manager, Capital and Development Finance, 905-874-2802

**Report Number:** Corporate Support Services-2020-167

**Recommendations:**

1. That the staff report titled: Complaint Pursuant to Section 20 of the Development Charges Act, 1997 – Dancor Construction Limited, to the City Council meeting on September 30, 2020, be received; and
2. That the complaint of Dancor Construction Limited be dismissed, as the development charges have been calculated and collected in accordance with the City's development charges by-laws and the Development Charges Act, 1997, hence there is no basis for this complaint under the provisions of the legislation.

**Overview:**

- On May 16, 2018, Dancor Construction Limited paid development charges to convert a former office building to a private school. Additional square footage was also constructed to accommodate a gymnasium. The total development charges paid under the City's by-laws amounted to \$204,100.11.
- On August 13, 2018, the City received a complaint from Dancor Construction Limited under Section 20 of the Development Charges Act, 1997.
- Dancor Construction Limited submits that they were under the impression that their project would not trigger the payment of development charges. In addition, they submit that the development charges were incorrectly calculated for the gymnasium addition.
- City staff submit that the development charges were calculated in accordance with the City's by-laws and the legislation for the change of use.

- **City staff welcomed the submission of revised architectural drawings to ensure accuracy of the gross floor area and ensuing development charges payable. To date, City staff have not received revised drawings of the gymnasium to suggest a smaller footprint than what was originally submitted.**
- **The legislation limits development charges complaints to three reasons; this complaint does not conform to the legislation and therefore should be dismissed.**

### **Background:**

Development charges (DC) are the primary revenue tool used by municipalities to fund growth-related infrastructure. The principal behind DCs is that “growth pays for growth” so that the burden of costs related to new development does not fall on the existing community in the form of increased property taxes and/or user fees. DCs help to ensure that municipalities have funding to invest in the necessary infrastructure in order to maintain service levels as the City grows.

Dancor Construction Limited (Dancor) is the owner of the property municipally known as 21 Coventry Road. This area of the City is largely industrial in nature. Dancor is a construction firm that specializes in the design and build of industrial, commercial/retail facilities and land development. The company has been involved in numerous large and complex developments in Greater Toronto Area and southwestern Ontario.

In 2018, Dancor submitted a building permit application to the City to convert a former Region of Peel office building to a private school. The application also included an addition to the building to accommodate a gymnasium space for the school.

Development charges were calculated based on the information provided by Dancor in accordance with the DC by-laws in effect at the time and the DC Act. The total DCs payable for the change of use and the addition for the City’s portion was calculated to be \$204,100.11. Dancor paid the DCs in full on May 16, 2018, and filed a letter indicating that the payment had been under protest on August 18, 2018. Appendix 1 to this staff report provides for a detailed chronology of pertinent events from the date of the DC application to present day.

### Legislative Context

The DC Act provides that a person required to pay DCs may complain to the council of the municipality based on solely the following three reasons:

1. The amount of the development charge was incorrectly determined;
2. Whether a credit is available to be used against the development charge, or the amount of the credit or the service with respect to which the credit was given, was incorrectly determined; or

3. There was an error in the application of the development charge by-law.

After hearing the evidence and submissions of the complainant, council may dismiss the complaint or rectify any incorrect determination or error that was the subject of the complaint.

It is also noted that the DC Act allows for the complainant to also appeal to the Local Planning Appeal Tribunal (LPAT) if the council of the municipality does not deal with the complaint within 60 days after the complaint is made by filing with the clerk of the municipality a notice of appeal.

Appendix 2 to this staff report sets out the complaint provisions under the DC Act.

### **Current Situation:**

#### Issues Raised by the Complaint

Dancor retained Aird & Berlis as their legal counsel to submit a formal DC complaint letter to the City, dated August 13, 2018 (included as Appendix 3 to this report).

In their letter, Aird & Berlis submits the following issues were experienced by their client:

- Between 2013 and 2016, Dancor approached the City with a number of users who wished to lease or purchase the building. The end users included fertility clinics, religious uses and other medical users. These uses were not permitted under the Zoning By-law and/or the Greater Toronto Airports Authority (GTAA) restricted uses on this property;
- After finding an end user in the form of a private school, Dancor experienced delays throughout the Zoning By-law and Official Plan Amendment process;
- Dancor believes the imposition of DCs places an inappropriate and unfair economic burden on their project;
- Dancor submits that City staff made representation that this project would not trigger the payment of DCs; and
- Dancor believes the gross floor area of the gymnasium addition was less than what was submitted in their application and they should be provided a refund.

#### City Staff Advice

It is important that development occurs in conformity with the City's Official Plan and Zoning By-law to ensure compatible uses within each of the zones and corridors of the City. Many development applications require Official Plan amendments and re-zoning, and as such, this is not uncommon.

As for the DCs relating to the change of use (\$138,287.02), Finance staff can confirm they were not contacted by Dancor to assess whether or not DCs would be applicable to this change of use. It is expected that an applicant undertake their due diligence and

contact the Finance department when applying for a building permit. The DCs relating to the change of use were correctly determined, the change of use credit was correctly applied, and there was no error in the application of the DC by-laws.

For the DCs relating to the gymnasium addition (\$65,813.09), Finance staff based their calculation on the information provided to the City by the client in the form of:

- Signed financial contribution form (Appendix 4 to this staff report);
- Signed building permit application form; and
- Stamped architectural drawings.

In each of the above three documents, the information regarding the size of the gymnasium was consistent with the calculated DCs payable; that being 623.23 m<sup>2</sup>. No documentation was submitted at the time of permit issuance, nor at the time when the complaint letter was submitted, to indicate the gymnasium size was 405.00 m<sup>2</sup> as indicated in their complaint letter.

With respect to the gymnasium size, throughout the fall of 2018 and the summer of 2019, staff attempted to work with the applicant to resolve the complaint as it related to this issue. Staff were (and continue to be) willing to refund the amount relating to the size of the gymnasium that was over-charged, provided that Dancor furnish revised architectural drawings to substantiate the claim. Such revised drawings were never submitted and in the winter of 2020, Dancor requested that the City refund the full amount of DCs paid. Staff proceed to schedule a hearing for April 15, 2020, as Dancor's position did not comply with the requirements of the DC Act.

The City does not have the authority to refund the DCs collected in connection with the Dancor application at 21 Coventry Road, as the complaint does not satisfy any of the grounds set out in Section 20 of the DC Act

### **Corporate Implications:**

#### Financial Implications:

Development charges are a critical revenue tool for the City, as Brampton continues to be one of the fastest growing municipalities in the Province. The integrity of the City's DC regime is dependant on the appropriate and consistent application of the DC by-laws. If in the event Council provides direction to refund any amount of the DCs paid, it would create a dangerous precedent for all future development applications and have lasting financial implications for the municipality.

It should be noted that any refund provided would no longer be available to fund growth related projects from the DC reserve and would eventually need to be borne by the existing tax base.

### Legal Implications:

A complaint under Section 20 of the DC Act does not confer on Council the discretion to waive or reduce DCs correctly determined in accordance with the DC Act and by-laws. Council's authority under section 20 of the DC Act is limited to correcting errors in:

1. The calculation of the charge;
2. The applicability of credits; and
3. The application of the by-law.

Dancor has provided no evidence upon which Council could determine that any of the criteria above were met. The August 2018 letter does not include any grounds upon which Council would be authorized to issue a refund, unless revised architectural drawings were to be submitted to substantiate Dancor's claim that the gymnasium area was less than what was shown on the most current plans. Dancor did not submit any such architectural drawings.

As described in this report, staff have confirmed that the DC charge was correctly calculated, credits were appropriately applied, and the by-laws were applied correctly. Therefore Legal staff support the recommendations of this report.

### Other Implications:

DCs were paid in accordance the Region of Peel DC By-law, as well as the two education school board DC by-laws. Should Dancor wish to seek a refund of those DCs, it will be required to separately appeal them to the appropriate bodies.

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

This report achieves the Term of Council Priority of Brampton as a Well-run City through strict adherence to effective financial management policies and supports Brampton's 2040 Vision by ensuring sustainable financial revenues.

### **Conclusion:**

After careful consideration, City staff have correctly applied the DC by-laws and DC Act in this case. For the reasons set out in this staff report, staff recommend that the complaint be dismissed. To allow the complaint and issue a refund would establish a dangerous precedent and potentially impair the City's ability to fund future growth-related capital projects.

Authored by:

Reviewed by:

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Janet Lee, Manager of Capital and  
Development Finance

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Mark Medeiros, Acting Treasurer

Approved by:

Submitted by:

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Michael Davidson, Commissioner of  
Corporate Support Services

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David Barrick, Chief Administrative Officer

**Attachments:**

Appendix 1 – Detailed chronology of pertinent events

Appendix 2 – Complaint provisions under the DC Act

Appendix 3 – Complaint letter submitted by Aird & Berlis on behalf of Dancor

Appendix 4 – Signed Financial Contribution Form

Appendix 5 – DC Invoice



## **Appendix 1 - Chronology of Events**

March, 2018

- On March 5, 2020, staff received a signed Financial Contribution Form from Dancor Construction, requesting a calculation of the development charges (DC) for the change of use and gymnasium addition.
- Staff sent a DC invoice to Dancor Construction on March 16, 2020.
  - Total amount owing = \$343,603.91 (\$204,100.11 City, \$132,729.30 Region, \$6,774.50 School Boards).

May, 2018

- On May 11, 2020, staff received an email from Dancor Construction outlining concerns regarding DCs.
- On May 14, staff replied to Dancor Construction outlining the reasons why the private school is not exempt from the payment of DCs, in accordance with the legislation and the DC by-laws
- Dancor Construction paid the DC invoice in full on May 16, 2020.

August, 2018:

- On August 13, 2018, Clerks received the Section 20 complaint letter from Aird & Berlis, counsel to Dancor Construction.

September to October, 2018:

- Staff sent an email to Aird & Berlis on October 18, 2018. Staff indicated they were willing to refund the amount relating to the size of the gymnasium that was over-charged, provided that Dancor furnish revised architectural drawings to substantiate the claim.
- No immediate reply was received.

July, 2019:

- Staff received an email from Aird & Berlis on July 2, 2019 indicating their client would accept a reduction of 80% in the City portion of the DCs in settlement of his complaint.
- On July 9, 2020, staff replied to Aird & Berlis indicating that the City was not prepared and/or able to recommend the offer that Dancor has made. Staff asked Aird & Berlis how they wished to proceed.
- No immediate reply from applicant's lawyer was received.

January, 2020

- On January 21, 2020, staff received an email from Aird & Berlis requesting the Clerk place the matter on the agenda for a hearing.

April, 2020

- Special meeting of council for DC complaint hearing was scheduled for April 15, 2020.

- DC complaint hearing was cancelled due to COVID-19.

September 2020:

- Dancor Construction's Section 20 DC complaint was rescheduled for September 30, 2020.

## **Appendix 2 – Complaint provisions under the DC Act**

Section 20 of the *Development Charges Act, 1997* sets out a process by which applicants can object to a development charge. The relevant provisions of the DC Act are as follows:

### **Complaint to council of municipality**

**20** (1) A person required to pay a development charge, or the person's agent, may complain to the council of the municipality imposing the development charge that,

- (a) the amount of the development charge was incorrectly determined;
- (b) whether a credit is available to be used against the development charge, or the amount of the credit or the service with respect to which the credit was given, was incorrectly determined; or
- (c) there was an error in the application of the development charge by-law.

### **Time limit**

(2) A complaint may not be made under subsection (1) later than 90 days after the day the development charge, or any part of it, is payable.

### **Form of complaint**

(3) The complaint must be in writing, must state the complainant's name, the address where notice can be given to the complainant and the reasons for the complaint.

### **Hearing**

(4) The council shall hold a hearing into the complaint and shall give the complainant an opportunity to make representations at the hearing.

### **Notice of hearing**

(5) The clerk of the municipality shall mail a notice of the hearing to the complainant at least 14 days before the hearing.

### **Council's powers**

(6) After hearing the evidence and submissions of the complainant, the council may dismiss the complaint or rectify any incorrect determination or error that was the subject of the complaint.

### **Notice of decision and time for appeal**

**21** (1) The clerk of the municipality shall mail to the complainant a notice of the council's decision, and of the last day for appealing the decision, which shall be the day that is 40 days after the day the decision is made.

### **Requirements of notice**

(2) The notice required under this section must be mailed not later than 20 days after the day the council's decision is made.

### **Appeal of council's decision**

**22** (1) A complainant may appeal the decision of the council of the municipality to the Ontario Municipal Board by filing with the clerk of the municipality, on or before the last day for appealing the decision, a notice of appeal setting out the reasons for the appeal.

### **Additional ground**

(2) A complainant may also appeal to the Ontario Municipal Board if the council of the municipality does not deal with the complaint within 60 days after the complaint is made by filing with the clerk of the municipality a notice of appeal.

August 13, 2018

Our File No.: 145272

BY EMAIL  
[cityclerksoffice@brampton.ca](mailto:cityclerksoffice@brampton.ca)

City Clerk's Office  
City of Brampton  
2 Wellington Street West  
Brampton, ON L6Y 4R2

Attention: Peter Fay, City Clerk

Dear Mr. Fay:

**Re: Section 20 Complaint - *Development Charges Act, 1997*, S.O. 1997, c. 27  
City of Brampton Development Charges By-law 167-2014**

**Section 257.85 Complaint - *Education Act*, R.S.O. 1990, c. E.2  
Peel District School Board 2014 Education Development Charges By-law  
Dufferin-Peel Catholic District School Board Education Development  
Charges By-law, 2014 (Region of Peel)**

**21 Coventry Road, City of Brampton**

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We are counsel to Dancor Construction Limited ("Dancor"), owner of the property known municipally as 21 Coventry Road in the City of Brampton (the "Property").

Please accept this letter as a formal complaint under section 20 of the *Development Charges Act, 1997* and section 257.85 of the *Education Act*.

On May 16, 2018 Dancor paid the City of Brampton (the "City"), under protest, a total of \$343,603.91, in satisfaction of City and Region of Peel (the "Region") development charges ("DCs") and Peel District School Board and the Dufferin-Peel Catholic District School Board (the "School Boards") education development charges ("EDCs") arising from the issuance of a building permit for the Property.<sup>1</sup> The building permit was required for a 623.23 m<sup>2</sup> gymnasium addition to an existing 2,464.57 m<sup>2</sup> office building which is to be converted into a private school (the "Project"). The issuance of the building permit was the final stage in a very lengthy and expensive process, in which the City required Dancor to obtain an Official Plan and Zoning By-law Amendment in order to permit the private school use.

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<sup>1</sup> The \$343,603.91 paid under protest consists of DCs levied by the City (\$204,100.11), the Region (\$132,729.30) and the and EDCs levied by the Peel District School Board (\$3,016.43) and the Dufferin-Peel Catholic District School Board (\$3,758.07).

For the reasons set out below, Dancor submits that DCs and EDCs should not be applied to the Project. In the alternative, in accordance with section 20 of the *Development Charges Act, 1997*, and section 257.85 of the *Education Act*, Dancor submits that there was an error in the application of the DC and EDC by-laws imposing the charges and that the amount assessed and paid in connection with the building permit was incorrectly determined.

Accordingly, Dancor requests that the City provide it with a full refund of the City's portion of the DCs (\$204,100.11) as well as the EDCs (\$3,016.43 + \$3,758.07 = \$6,774.50) for a total repayment of \$210,874.61. In the alternative, Dancor requests that the City rectify the incorrect determination by correctly applying the Region's DC By-law, thereby providing a refund of \$41,732.69.

A separate complaint will be made to the Region.

For your records, we enclose a copy of our client's payment under protest of the DCs and EDCs as well as the City's acknowledgment of payment.

### **Background**

As outlined below, Dancor has experienced substantial delays throughout the Zoning By-law and Official Plan Amendment application process. These delays have impacted the site plan application process and have significantly undermined the economic viability of the Project.

The Region occupied the Property as a tenant from the 1980s until it vacated in 2012. From 2013 to 2016, Dancor was approached by a number of parties seeking to lease or purchase the Property. However, when these parties approached the City to determine the Property's land use permissions, they were consistently told that their proposed use would not be permitted under the City's Zoning By-law and/or that the Greater Toronto Airport Authority (GTAA) restrictions on the property, enforced by the City, would not permit the use. The Property remained vacant until 2016 when Dancor was approached by a private school seeking to occupy the premises. The school was made aware that certain land use permissions would need to be obtained from the City in order to permit the school use on the Property.

Despite submitting a pre-consultation application to the City on May 20, 2016, Dancor did not receive comments from the City until July 22, 2016, nearly two months later.

After that two-month review, City staff advised that the proposed school use could not be sought via a minor variance application and instead required Dancor to apply for a Zoning By-law and Official Plan Amendment. This was despite the fact that other school uses exist in the vicinity of the Property.

Dancor submitted the Official Plan Amendment and Zoning By-law Amendment applications to the City on September 30, 2016.

Following submission of the applications, Dancor and its consultant team attempted to work with City staff towards the resolution of any outstanding issues as expeditiously as possible. Dancor respectfully submits that this process was frustrated by a series of staff turnovers, lack of timely responses, and inconsistent communication.



Additionally, staff would not support the Project until Dancor addressed the GTAA land use compatibility concerns. Dancor engaged its consultants to prepare reports and supplementary reports responding to the GTAA concerns to the satisfaction of the City. Dancor submits that the City's requirements in this regard were overly onerous and unnecessarily delayed the processing of its applications.

A meeting was held between City staff and Dancor's consultants on February 7, 2017. Dancor had understood that all outstanding City issues would be identified by staff at that time. Despite this understanding, in March and April, 2017, staff identified new issues concerning site circulation, requiring Dancor to make significant modifications to its site plan. The City and Region also modified the scope of the required transportation analysis necessitating additional analysis by Dancor's consultants. The late identification of these issues further delayed approval of Dancor's applications.

The applications were approved by the Planning and Development Committee on May 15, 2017 and by Council on August 9, 2017, nearly one and a half years following the initial pre-application request.

As a result of this delay, the Property sat empty for a year at cost to Dancor of \$425,000.

Dancor paid \$73,000 in connection with its Zoning By-law and Official Plan Amendment applications. In addition, City staff required Dancor to install a second driveway, after the staff and Council approvals, which required hydro pole relocations and a payment for upgrades to the street at a cost of \$103,000. City staff also required Dancor to provide a new sidewalk at a cost of \$98,000.

To date, the delay in approvals as well as additional City staff requests have cost Dancor in excess of \$633,000. The imposition of DCs and EDCs in addition to this amount for a mere 623.23 m<sup>2</sup> addition places an inappropriate and unfair economic burden on Dancor.

It must also be noted that Dancor's tenant had planned to open the school in September, 2017. The City would not permit Dancor to submit a Site Plan application prior to the approval of the Zoning By-law and Official Plan Amendments. As a result, Dancor remains in the process of working with the City to process its Site Plan Application and there is a substantial risk that the Property will not be ready in time for this coming school year.

#### **DCs and EDCs Not Payable**

Dancor submits that the Project should not be subject to DCs or EDCs.

Dancor submits that City staff made representations that the Project would not trigger the requirement to pay DCs or EDCs. Had City staff advised Dancor that DCs and EDCs would be levied to the extent they have been, Dancor would not have proceeded with the applications which, when combined with the DCs and EDCs, payments levied for street, driveway and sidewalk improvements as well as the cost of delay, have rendered the Project economically unviable.

### DCs and EDCs Incorrectly Calculated

In the alternative, Dancor submits that the City's calculation of DCs and EDCs owing is incorrect.

The City's calculation of the DCs and EDCs is based on a total floor area of 623.23 m<sup>2</sup> for the gymnasium addition. Pursuant to the City's DC By-law and the School Boards' EDC By-law however, "total floor area" or "gross floor area", "excludes any parts of the building or structure used for mechanical equipment related to the operation or maintenance of the building or structure, stairwells, elevators and washrooms".

Dancor has confirmed with its architect that the total floor area of the gymnasium addition is 405 m<sup>2</sup>, excluding the associated mechanical equipment and washrooms. As a result, if there are any DCs or EDCs payable by Dancor, Dancor submits that the amount to be paid should be based on a floor area of 405 m<sup>2</sup>. This floor area would produce a total charge (DCs + EDCs) of \$169,141.92 rather than \$210,874.61 as was previously calculated.<sup>2</sup> As a result of the error in its calculation, Dancor submits that it is owed a refund of \$41,732.69.

### Conclusion

We respectfully request that in accordance with subsection 20(4) of the *Development Charges Act, 1997* and subsection 257.85(4) of the *Education Act*, City Council hold a hearing into these complaints. We request that the within DC and EDC complaints be consolidated and be heard by City Council at the same time. We respectfully request notice of the hearing(s) and that we be given an opportunity to appear as legal counsel to make representations before City Council on the complaints. We ask that notice be provided directly to the undersigned.

Yours truly,

AIRD & BERLIS LLP



Tom Halinski

TH/LD/ly  
33040733.3

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<sup>2</sup> This calculation is as follows:  $((\$105.60 + \$4.84 + \$6.03) \times 405 \text{ m}^2 + (2,464.57 \text{ m}^2 \times \$49.49)) = \$169,141.92$ . This calculation represents the City's commercial DC rate plus the Peel District School Board EDC non-residential rate plus the Dufferin-Peel Catholic District School Board's non-residential rate multiplied by the correctly calculated floor space area of the gymnasium addition plus the existing office floor space multiplied by the City's DC office rate (with credit applied).



## Laura Dean

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**To:** Sean Ford; Development Admin  
**Cc:** Parsons, Allan; Mahmood, Nasir; Ryan Guetter; Kelly Graham; Janet Pfeil  
**Subject:** RE: 21 Coventry - Site Plan 17-104.000 - Development Charge Issue

**From:** Sean Ford [mailto:SFord@dancor.ca]  
**Sent:** May-11-18 3:32 PM  
**To:** Development Admin <Admin.Development@brampton.ca>  
**Cc:** Parsons, Allan <Allan.Parsons@brampton.ca>; Mahmood, Nasir <Nasir.Mahmood@brampton.ca>; Ryan Guetter <rguetter@westonconsulting.com>; Kelly Graham <kgraham@westonconsulting.com>; Janet Pfeil <Janet@dancor.ca>  
**Subject:** 21 Coventry - Site Plan 17-104.000 - Development Charge Issue

Good afternoon Colleen,

You may be aware that our efforts to get this project completed have been very difficult and drawn out far, far, far more than ever expected by anyone.

Dancor is requesting that the City of Brampton demand for Development Charges be withdrawn as we do not believe that this project qualifies for development charges for the reasons set out below.

### Background:

From 2013 to 2016 Dancor had a number of users who wanted to lease or purchase this building with each use refused by the City. These included fertility clinics, religious uses and other medical uses and users. The building was empty since the Region of Peel vacated in 2012. Dancor received a property tax reduction for 3 years for which we are grateful.

Given the tremendous difficulty in attracting office users to the area, we attempted to find new tenants or purchasers through Colliers International and participated with Mark Burns of the City of Brampton Economic Development Office. A new user, a private school, was found.

In 2016, Dancor approached the City of Brampton (COB) regarding the additional use of a private school in addition to the retail, office and industrial uses permitted by way of zoning at 21 Coventry. The COB demanded that an application be brought to add the private school use and advised that the other school uses permitted in the area were grandfathered into the current zoning. Dancor requested a variance which staff said they would not support.

While Dancor took exception to the grandfathered zoning for other schools in the very same area, we proceeded to have the use of school added per the requirements and dictates of the City of Brampton.

The COB position was that it would add the school use IF and only IF the GTAA would agree to the use given their controls in the area. The building is in GTAA Zone 3.

The City was helpful in securing the consent of the GTAA in 2016.

Unfortunately, given the workload of staff, they were unable to process our application or add the use in 2016. In order to accommodate the COB schedule, the building would have to sit empty another year at a cost to Dancor of \$425,000.00.

Further, the COB would insist on a re-zoning and official plan amendment process that would cost an additional \$73,000.00. City staff then requested upgrades to the street with a new sidewalk at a cost of \$103,000.00 and new

driveways to be added requiring the relocation of a hydro pole, which Allectra wants \$98,000.00 to re-locate, and a fire hydrant relocation.

The re-zoning and the Official Plan Amendment that COB staff insisted upon was completed in 2017 by Council.

Even though this file was reviewed by many of the same staff, the Site Plan process has been underway for the past 6 months and is, I hope, almost complete.

The school must open in September and be ready for this opening in June 2018. We cannot delay the opening, for COB issues or any reasons, this opening. The building permit is ready subject to a deposit and permit fees which will be dropped off on Monday. The remaining issue are the development charges.

#### Development Charges Not Applicable

It is our position that Development Charges are not applicable for the addition of the school use. Had staff even suggested that the COB would be charging Development Charges we would have raised this issue with Council during the re-zoning and OPA. It would have caused us to not move forward with the school as it would be viable economically.

But for the COB insistence on the re-zoning and official plan amendment there would have been no change of use. Further, the school use was added to the retail, office and industrial uses. That is outlined clearly in the re-zoning and OPA documents.

The addition of the gymnasium to the existing building is also exempt per the COB by-laws as it is an expansion, under 50%, of the existing facility.

In the alternative, if you conclude the Development Charges are payable, we feel that our use is exempt under the current by-law. Further, if we are not exempt, your change of use credit should be at the \$105.60 rate and not the \$49.49 rate just as you did for the Region and school boards. The addition, as noted above, is exempt and should not be charged.

The delay in approvals, following the COB process, and all of the hurdles placed in the way of this economic effort from 2016 to date have cost our firm in excess of \$633,000.00. It has been a terrible experience trying to get this project through this process in a City we have been and continue to be active in.

To ask us for an additional \$348,000.00 is hurtful and insulting. It gives us pause as to why we would ever want to do anything here again. The original developer paid the charges on the building and the Region was the primary tenant in this building from the late 1980's.

In addition, the private school will take 430 students which will be a relief to the two school boards in Brampton yet you are trying to charge development charges from each school board.

#### Decision and Assistance Needed

We did not follow up with you directly, or Maggie who wrote to us on March 20, 2018, as we left this issue with Planning as we felt there was an error made and that Planning needed to correct this error with you. I have pasted Maggie's email to us below.

In speaking to Allan Parsons last night, he has advised that planning has not taken any action at all regarding these charges and he is unable to assist and we are to deal with you directly. This is not a Planning Issue we are told. Given it came from the Planning efforts, we felt it was best managed between your departments. We have lost a lot of time waiting for this position to be clear to us.

We also understand, and hope you do as well, that we are very much out of time. We only have a few options:

1. If you agree, and the development charges are not payable, you can issue a memo to buildings so they can proceed to issue the permit on Monday.
2. If you do not agree, and feel the charges are payable but the calculation is wrong, you can provide a new calculation for our review and discussion with you on Monday.
3. If you do not agree, and feel the charges are fully payable and you are not willing to adjust the calculation, we will have to pay the charges on Monday but put you on notice at this time that we wish to object as permitted under the by-law. We would be paying under protest.

We would be very grateful if you and your team can review the foregoing, review the actual zoning by-law amendment and OPA which will confirm the accuracy of our position.

One way or the other, we need to do something on Monday.

Respectfully yours,  
Sean Ford  
Partner

**Sean Ford**

Partner  
CELL: (647) 321-2278  
www.dancor.ca

16 Melanie Dr  
Suite 101  
Brampton, ON L6T 4K9  
(905) 790-2333

15825 Robin's Hill Rd  
Unit 1  
London, ON N5V 0A5  
(519) 457-2339



**DANCOR®**



**BEST  
MANAGED  
COMPANIES**

**ANTI SPAM LAW** - If you wish to no longer receive news and/or information from Dancor Construction Limited, please reply to this email stating "STOP" in the subject line

# Flower City



brampton.ca

CORPORATION OF THE CITY OF BRAMPTON  
2 WELLINGTON STREET WEST  
BRAMPTON, ONTARIO, L6Y 4R2

CLERK ID: CDURSTON

OFFICIAL RECEIPT

460401

EXT: 42255

NAME OF PAYEE:	DANCOR CONSTRUCTION LIMITED	DATE OF PAYMENT:	5/16/2018 1
ADDRESS OF PAYEE:	16 Melanle Dr Suite 101 Brampton ON L6T 4K9		

211 Coventry Rd. Plan 977 PT. BLK E (RP 43R/10163 PTS 1-2) SP17-104/000/A2 School	Amount
City of Brampton [3087.8m2 x \$105.60]	\$326,071.68
Region of Peel [3087.8m2 x \$212.97]	\$657,608.77
Peel School Board [3087.8m2 x \$4.84]	\$14,944.95
Dufferin-Peel Catholic School Board [3087.8m2 x \$6.03]	\$18,619.43
Cash in lieu of Parkland	\$0.00
DC City of Brampton - Deduction - Credit @ Office Rate	\$-121,971.57
DC Region of Peel - Deduction - Credit @ Office Rate	\$-524,879.47
DC Peel School Board - Deduction - Credit @ Office Rate	\$-11,928.52
DC Dufferin-Peel CSB - Deduction - Credit @ Office Rate	\$-14,861.36

Total: \$343,603.91

Memo: Bank Draft #2901 9147 7

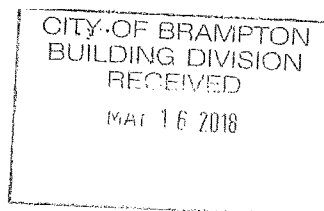
Number of Units: 1

City/Region	\$336,829.41
Res 2	\$0.00
Res 74	\$0.00
Res 75:	\$3,016.43
Res 76:	\$0.00
Res 77:	\$3,758.07
<b>GTOTAL</b>	<b>\$343,603.91</b>

Copy 1 Customer	Copy 2 Cashier	Copy 3 Department
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For Inquiries Call 905-874-2000

 <b>DANCOR CONSTRUCTION LIMITED</b> NAME OF REMITTER / DONNEUR D'ORDRE PAY TO THE ORDER OF PAYEZ À L'ORDRE DE THE SUM OF LA SOMME DE	<b>BANK DRAFT / TRAITE DE BANQUE</b> 03552 - 60 BRAMALEA RD. NORTH OF STEELES AVE BRAMPTON, ON		DATE 2018-05-16 Y/A M/M D/J
	TRANSIT NO. N° D'IDENTIFICATION	BRANCH CENTRE BANCAIRE	<b>\$*****343,603.91</b> CANADIAN DOLLARS CAD DOLLARS CANADIENS
	CITY OF BRAMPTON***** ***THREE HUNDRED FORTY THREE THOUSAND SIX HUNDRED THREE 91/100		FOR CANADIAN IMPERIAL BANK OF COMMERCE POUR LA BANQUE CANADIENNE IMPERIALE DE COMMERCE
	TO TIRE: CANADIAN IMPERIAL BANK OF COMMERCE TORONTO CANADA		AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE  COUNTERSIGNED / CONTRESIGNE 



RATES IN EFFECT UNTIL Jul 31, 2018

# 18-108133 0000015



## FINANCIAL CONTRIBUTIONS (FORM C-1)

## Redevelopment of a Building or Site

NOTE: If new floor area is being added, then a B-1 Form must be filled in as well.

charge of Use.

Site Plan #

SP 17-104.000

1 Property Location	
Municipal Address:	21 Country Rd. Building
Legal Description:	# 5 Street 977 Unit 43R12963
2 Permit Application No.:	18-108133 0000015 FOR OFFICE USE ONLY
3 Property Owner:	
Contact: (Applicant/Agent):	21 Country Inc
Address:	16 Melanre Dr 101 Brampton ON L6T 4K9
Telephone:	905-790-2333
Fax:	905-790-2293
Email:	janet@dancor.ca
4 Intended Redevelopment: (City By-laws)	
<p>"redevelopment" means the construction, erection or placing of one or more buildings or structures on land where all or part of a building or structure has previously been demolished on such land, or changing the use of a building or structure for any of the following:</p> <p>i) from residential to non-residential <input type="checkbox"/></p> <p>ii) from non-residential to residential <input type="checkbox"/></p> <p>iii) from industrial to non-industrial <input type="checkbox"/></p> <p>iv) from office to non-office <input checked="" type="checkbox"/></p> <p>(Please place a checkmark inside one box) [SEE DEFINITIONS ON REVERSE]</p>	
(Region & School Board By-laws)	
NOTE: Region & School Board By-laws may differ in their definition of redevelopment.	
5 Converted Floor Area Verification	
A. "Total Floor Area"/"Gross Floor Area" of Existing Space To Be Converted	
[SEE DEFINITIONS ON REVERSE] 2464.57 sq.m.	
B. Deductible Area of Redeveloped or Converted space:	
City, Region & School Board By-laws	B-1. Any part of the building or structure used for mechanical equipment related to the operation or maintenance of the building or structure, stairwells, elevators and washrooms
City, Region & School Board By-laws	B-2. Any part of the building or structure above or below grade, used exclusively for the temporary parking of a motor vehicle or used for the provision of loading spaces
City, Region & School Board By-laws	B-3. The area of any self contained structural shelf and rack storage facility approved by the Building Code Act
School Board By-laws	B-4. Parts of the building below established grade other than that used for retail, commercial, office, industrial, institutional or warehousing purposes.
City, Region & School Board By-laws	B-5. Parts of the building above or below grade used for non-commercial parking
I, hereby declare that I have verified this information and certify that the statements made herein are correct to the best of my knowledge.	
Signature of Applicant: Janet Pfeil	
Name (Please print): Janet Pfeil	
Date: 02-06-2018	

6	<b>SPECIFIC INTENDED USE:</b>	[Please fill out if building is Industrial or Office as selected in Section 4]
	3 Story Existing office. Building Change to a 3 Story School.	
	Addition to the School on the South Side of existing building to be a gymnasium.	

**DEFINITIONS:**

THE FOLLOWING DEFINITIONS APPLY TO THE CITY OF BRAMPTON BY-LAWS ONLY. FOR GREATER CLARIFICATION ON ANY DEFINITIONS PERTAINING TO DEVELOPMENT CHARGES, PLEASE REFERENCE THE MOST CURRENT DEVELOPMENT CHARGE BY-LAWS FOR THE CITY OF BRAMPTON, REGION OF PEEL, PEEL DISTRICT SCHOOL BOARD AND THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD.

"Total Floor Area"/"Gross Floor Area" means the total of the areas of the floors in a building or structure, whether at, above or below grade measured between the exterior faces of the exterior walls of the building or structure or from the centre line of a common wall separating two uses, or from the outside edge of a floor where the outside edge of the floor does not meet an exterior or common wall.

Where a building or structure does not have any walls, the total floor area shall be the sum total of the area of land directly beneath the roof of the building or structure and the total areas of the floors in the building or structure.

Also includes:

- a) Floor area of a mezzanine and air supported structure and space occupied by interior walls and partitions. (City, Region and School Board By-laws).
- b) Below grade, only that floor area used for retail, commercial, office, industrial or warehousing purposes (Region and School Board By-laws). Less the deductible areas [Section B] on front

"Industrial Use" means land, building or structures\* used or designed or intended for use for or in connection with manufacturing, producing or processing of raw goods, storage and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include a building used exclusively for office or administrative purposes unless it is attached to an industrial building or structure as defined above and does not include a retail warehouse.

"Non-Industrial/Non-Office Use" means the use of land, buildings or structures\* or parts thereof, used, designed or intended to be used for any use other than for residential use or for industrial use, or for office use, as those terms are defined below, and a non-industrial use includes a retail warehouse.

"Non-Residential Use" means the use of land, buildings or structures\* or portions thereof used, designed or intended to be used for any use other than for residential use as that term is defined in this section.

"Office Use" means the use of land, buildings or structures used primarily for, or designed or intended for use primarily for or in connection with office or administrative purposes, provided that the building or structure has an office or administrative component equal to or greater than 50 percent of the total gross floor area of the building or structure. For the purposes of this by-law office use excludes office or administrative uses located in a shopping centre, except where the building or structure has an office or administrative component equal to or greater than 75 percent and is equal to or greater than 3 storeys in height, and excludes office or administrative uses where such uses are accessory to an industrial use".

"Buildings or Structures" means a structure occupying an area greater than 10 square metres consisting of a wall, roof, and floor or any of them or a structural system serving the function thereof, and includes an air-supported structure, mezzanine, and an exterior storage tank, but does not include: a farm building, or a canopy, or an exterior storage tank where such exterior storage constitutes an accessory use.

"Temporary Parking" means an area used for the parking or temporary storage of one motor vehicle for a period of not more than twenty-four (24) hours.

"Non-Commercial Parking" means an area at, above or below establishment grade, other than a street, used for the temporary parking of motor vehicle(s), including an accessory purpose related to a residential purpose, and available for public use, for which no price is paid or a charge made.





## FINANCIAL CONTRIBUTIONS (FORM B-1)

## Addition to Building - Non-Residential

# 18-108133 0000015

Site Plan #

SP 17-104.000

## 1 Property Location

Municipal Address:

21 Coventry Rd.

#

Street

Unit

Legal Description:

5

977

43R12163

Lot/Block

Plan

Reference Plan Description

## 2 Permit Application No.:

18-108133 0000015

FOR OFFICE USE ONLY

## 3 Property Owner:

21 Coventry Inc.

Contact: (Applicant/Agent):

Janet Peil

Address:

16 Melanie Dr. 101

Brampton ON

L6T-4K9

#

Street

Unit

Town/City

Province

Postal Code

Telephone:

905-790-2333

Fax:

905-790-2293

Email:

janet@dancon.ca

## 4 Intended Use:



Industrial



Office



Residential



Non-Industrial/Non-office



Mixed-Use\*

(Please check one)

\* Please fill out a separate form for each use of the Addition

[SEE DEFINITIONS ON REVERSE]

If building is Industrial or Office, please provide a more detailed description on the back of this form [Section 6], or attach a detailed letter of intended use.

## 5 Floor Area Verification - Applicable to the City of Brampton, the Region of Peel and School Board By-laws

(To be completed by applicant/agent)

Office Use - Checked by

## A. Existing Building:

Gross Floor Area of the existing building (Note: the applicant must provide a reduced copy of a site plan or architectural plans showing the original GFA in order to qualify for an Industrial exemption/reduction).

-----&gt; (i)

2464.57 sq.m.

D.N.

# of previous Additions since Aug 31/99:

Total GFA of previous Addition(s):

sq.m.

Year of most recent Addition:

sq.m.

Total Floor Area/Gross Floor Area of THIS Addition:

-----&gt; (ii)

649.26 sq.m.

D.N.

## B. "Total Floor Area"/"Gross Floor Area" of total building

(i) + (ii)

[Existing + Addition]

3,113.83 sq.m.

D.N.

## C. Deductible Area for Addition only:

City, Region &amp; School Board By-laws

C-1. Any part of the building or structure used for mechanical equipment related to the operation or maintenance of the building or structure, stairwells, elevators and washrooms

26.03 sq.m.

D.N.

City, Region &amp; School Board By-laws

C-2. Any part of the building or structure above or below grade, used exclusively for the temporary parking of a motor vehicle or used for the provision of loading spaces

sq.m.

City, Region &amp; School Board By-laws

C-3. The area of any self contained structural shelf and rack storage facility approved by the Building Code Act

sq.m.

School Board By-laws

C-4. Parts of the building below established grade other than that used for retail, commercial, office, industrial, institutional or warehousing purposes.

sq.m.

City, Region &amp; School Board By-laws

C-5. Parts of the building above or below grade used for non-commercial parking

sq.m.

I, hereby declare that I have verified this information and certify that the statements made herein are correct to the best of my knowledge.

Signature of Applicant:

Janet Peil

Name (Please print):

Janet Peil

Date:

02-06-2018

6	<b>SPECIFIC INTENDED USE:</b>	[Please fill out if building is Industrial or Office as selected in Section 4]
<p>1 story addition to the 3 Story existing building.</p> <p>linked at the South Side of 21 Coventry Rd. this 1 story building will serve as a gymnasium for the proposed school</p>		

**DEFINITIONS:**

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Also includes:

- a) Floor area of a mezzanine and air supported structure and space occupied by interior walls and partitions. (City, Region and School Board By-laws).
- b) Below grade, only that floor area used for retail, commercial, office, industrial or warehousing purposes (Region and School Board By-laws).

Less the deductible areas [Section C] on front

"Industrial Use" means land, building or structures\* used or designed or intended for use for or in connection with manufacturing, producing or processing of raw goods, storage and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include a building used exclusively for office or administrative purposes unless it is attached to an industrial building or structure as defined above and does not include a retail warehouse.

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"Non-Commercial Parking" means an area at, above or below establishment grade, other than a street, used for the temporary parking of motor vehicle(s), including an accessory purpose related to a residential purpose, and available for public use, for which no price is paid or a charge made.



VIA EMAIL TO:  
[janet@dancor.ca](mailto:janet@dancor.ca)

March 16, 2018

 21 COVENTRY INC.  
 c/o Janet Pfeil  
 16 Melanie Dr., Unit 101  
 Brampton, ON L6T 4K9

Dear Sirs:

**RE: 21 COVENTRY INC.  
 PLAN P977 PT LOT 2  
 21 Coventry Rd, Brampton  
 Site Plan 17-104.000  
 Institutional (Addition - Complete)**

Please note that in accordance with our by-laws, the payment of Development Charges shall be by cash or by certified cheque [bank drafts are also an acceptable form of payment], made payable to the City of Brampton.

PLEASE NOTE THAT WHEN YOU PLAN TO PAY YOUR DEVELOPMENT CHARGES, PLEASE EMAIL [admin.development@brampton.ca](mailto:admin.development@brampton.ca) WITH THE PARTICULARS (i.e. this letter, together with the name and address on the cheque) A MINIMUM OF **2 HOURS** BEFORE YOU ATTEND AT OUR OFFICES.

The following are the Development Charge and Parkland amounts for the above-noted site. These rates are subject to change:

City of Brampton	[	2,464.57	m <sup>2</sup>	x	\$ 105.60	]	\$ 260,258.59	
Less: Change of Use Credit	[	-2,464.57	m <sup>2</sup>	x	\$ 49.49	]	- 121,971.57	
Plus: Addition	[	623.23	m <sup>2</sup>	x	\$ 105.60	]	65,813.09	
<b>City of Brampton Total</b>							<b>\$ 204,100.11</b>	<b>\$ 204,100.11</b>
Region of Peel	[	2,464.57	m <sup>2</sup>	x	\$ 212.97	]	\$ 524,879.47	
Less: Change of Use Credit	[	-2,464.57	m <sup>2</sup>	x	\$ 212.97	]	- 524,879.47	
Plus: Addition	[	623.23	m <sup>2</sup>	x	\$ 212.97	]	132,729.30	
<b>Region of Peel Total</b>							<b>\$ 132,729.30</b>	<b>\$ 132,729.30</b>
Peel District School Board	[	2,464.57	m <sup>2</sup>	x	\$ 4.84	]	\$ 11,928.52	
Less: Change of Use Credit	[	-2,464.57	m <sup>2</sup>	x	\$ 4.84	]	- 11,928.52	
Plus: Addition	[	623.23	m <sup>2</sup>	x	\$ 4.84	]	3,016.43	
<b>Peel District School Board Total</b>							<b>\$ 3,016.43</b>	<b>\$ 3,016.43</b>
<b>SUBTOTAL</b>							<b>\$ 339,845.84</b>	

					<b>SUBTOTAL [brought forward]</b>	<b>\$ 339,845.84</b>
Dufferin-Peel Catholic District S.B.	[	2,464.57	m <sup>2</sup> x	\$ 6.03	]	\$ 14,861.36
<b>Less: Change of Use Credit</b>	[	<b>- 2,464.57</b>	<b>m<sup>2</sup> x</b>	<b>\$ 6.03</b>	<b>]</b>	<b>- 14,861.36</b>
Plus: Addition	[	623.23	m <sup>2</sup> x	\$ 6.03	]	3,758.07
<b>Dufferin-Peel Catholic District S.B. Total</b>						\$ 3,758.07
					<b>Subtotal</b>	<b>\$ 343,603.91</b>
					Cash-in-lieu of Parkland	N/A
					<b>GRAND TOTAL</b>	<b>\$ 343,603.91</b>

*It should also be noted that the Development Charges are subject to adjustment to the Statistics Canada Quarterly, Non-Residential Building Construction Price Index on the 1<sup>st</sup> day of **February** and **August** each year to date of payment.*

Should a change of use occur, redevelopment DCs may apply.

Please call if you require any further assistance in this matter.

Yours truly,




---

**Mrs. Colleen Durston**

Development Finance Administration Analyst

Finance Division, 2 Wellington St. W., 2<sup>nd</sup> Floor, Corporate Services Department, City of Brampton

Ph: 905.874.2255 Fax: 905.874.2296 E-mail: [admin.development@brampton.ca](mailto:admin.development@brampton.ca)



To be a Trusted and Strategic Business Partner, Simplifying Service Delivery and Enriching the Customer Experience

The information provided in this correspondence is current as of the date indicated above, and after such date is subject to change. Reasonable effort has been made to ensure the information contained herein is correct, however, The Corporation of the City of Brampton cannot certify or warrant the accuracy of the information and it accepts no responsibility for any errors, omissions or inaccuracies.



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* \_\_\_\_\_ - 2020

To confirm the proceedings of Council  
at its Special Meeting held on September 30, 2020

The Council of The Corporation of the City of Brampton ENACTS as follows:

1. THAT the action of the Council at its Special Meeting of September 30, 2020 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 30<sup>th</sup> day of September, 2020.

---

Patrick Brown, Mayor

---

Peter Fay, City Clerk