

FILE NUMBER:

A-2025-0031

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

APPLICATION

Minor Variance or Special Permission

(Please read Instructions)

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

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

1. Name of Owner(s) PEEL STANDARD CONDO CORP:1072 (PRABHSIMRAN GILL, JASWINDER SANDHU, HARIVNDER SOORDHAR)

Address 181 RUTHERFORD RD S

BRAMPTON ON L6W 3P4

Phone #

Fax #

Email

2. Name of Agent PAVNEET KAUR(NOBLE PRIME SOLUTIONS LTD)

Address 19-2131 WILLIAMS PKWY BRAMPTON ON, L6S 5Z4

Phone # 437-888-1800

Fax #

Email APPLICATIONS@NOBLELTD.CA

3. Nature and extent of relief applied for (variances requested):

-TO PERMIT MOTOR VEHICLE REPAIR USE IN ALL THE UNITS OF THE BUILDING WITH TOTAL OF 187 PARKING SPACES AVAILABLE ON SITE

4. Why is it not possible to comply with the provisions of the by-law?

WHEREAS ZONING BY LAW REQUIRES MINIMUM 306 PARKING SPACES FOR MOTOR VEHICLE USE TO BE OPERATED FROM ALL THE UNITS IN THE BUILDING

5. Legal Description of the subject land:

Lot Number 3

Plan Number/Concession Number CON 2 EHS

Municipal Address 181 RUTHERFORD RD S BRAMPTON ON L6W 3P4

6. Dimension of subject land (in metric units)

Frontage

Depth

Area

7. Access to the subject land is by:

Provincial Highway ☐

Municipal Road Maintained All Year ☒

Private Right-of-Way ☐

Seasonal Road ☐

Other Public Road ☐

Water ☐

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

EXISTING BUILDINGS/STRUCTURES on the subject land: List all structures (dwelling, shed, gazebo, etc.)

N/A

PROPOSED BUILDINGS/STRUCTURES on the subject land:

N/A

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

EXISTING

Front yard setback	N/A
Rear yard setback	N/A
Side yard setback	N/A
Side yard setback	N/A

PROPOSED

Front yard setback	NO CHANGE
Rear yard setback	NO CHANGE
Side yard setback	NO CHANGE
Side yard setback	NO CHANGE

10. Date of Acquisition of subject land: _____

11. Existing uses of subject property: INDUSTRIAL

12. Proposed uses of subject property: INDUSTRIAL

13. Existing uses of abutting properties: INDUSTRIAL

14. Date of construction of all buildings & structures on subject land: _____

15. Length of time the existing uses of the subject property have been continued: _____

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

Municipal	<input checked="" type="checkbox"/>	Other (specify) _____
Well	<input type="checkbox"/>	

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

Municipal	<input checked="" type="checkbox"/>	Other (specify) _____
Septic	<input type="checkbox"/>	

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

Sewers	<input checked="" type="checkbox"/>	Other (specify) _____
Ditches	<input type="checkbox"/>	
Swales	<input type="checkbox"/>	

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

Yes ☐ No ☒

If answer is yes, provide details: File # _____ Status _____

18. Has a pre-consultation application been filed?

Yes ☐ No ☒

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

Yes ☐ No ☒ Unknown ☐

If answer is yes, provide details:

File # _____	Decision _____	Relief _____
File # _____	Decision _____	Relief _____
File # _____	Decision _____	Relief _____

Robbison Gill

Signature of Applicant(s) or Authorized Agent

DATED AT THE City OF Brampton
THIS 14th DAY OF March, 2025.

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

I, Robbison Gill, OF THE Town OF CALEDON
IN THE Region OF Peel SOLEMNLY DECLARE THAT:

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

DECLARED BEFORE ME AT THE

City OF Brampton
IN THE Region OF _____
Peel THIS 14 DAY OF
March 2025

Robbison Gill

Signature of Applicant or Authorized Agent

Mercelyn Osayamen Osaze
a Commissioner, etc.,
Province of Ontario,
for the Corporation of the
City of Brampton.
Expires June 20, 2025.

FOR OFFICE USE ONLY

Present Official Plan Designation: _____

Present Zoning By-law Classification: _____

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

Zoning Officer

Date

DATE RECEIVED March 14, 2025

Date Application Deemed
Complete by the Municipality Mercelyn

APPOINTMENT AND AUTHORIZATION OF AGENT

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

LOCATION OF THE SUBJECT LAND: 181 RUTHERFORD RD SOUTH, BRAMPTON, ON

I/We, PEEL STANDARD CONDO CORP: 1072
please print/type the full name of the owner(s)

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

Noble Prime Solutions Ltd
please print/type the full name of the agent(s)

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

Dated this 14TH day of January, **20**25.

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

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

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

NOTE: Unit owners within a Peel Standard Condominium Corporation are to secure authorization from the Directors of the Condominium Corporation in a form satisfactory to the City of Brampton, prior to submission of an application. Signatures from all Members of the Board of Directors are required.

PERMISSION TO ENTER


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

LOCATION OF THE SUBJECT LAND: 181 RUTHERFORD RD SOUTH, BRAMPTON, ON

I/We, PEEL STANDARD CONDO CORP: 1072
please print/type the full name of the owner(s)

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

Dated this 14TH day of JANUARY, 20²⁵.


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

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

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

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

APPOINTMENT AND AUTHORIZATION OF AGENT

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

LOCATION OF THE SUBJECT LAND: 181 Ruthersford Rd S BRAMPTON

I/We, Peel Standard Condo Corp #1072
please print/type the full name of the owner(s)

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

Noble Prime Solutions Ltd

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

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

Dated this 23 day of January, 2025

Saswinder Sandhu

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

SASWINDER SANDHU

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

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Committee of Adjustment
City of Brampton
2 Wellington Street West
Brampton, Ontario
L6Y 4R2

LOCATION OF THE SUBJECT LAND: 181 Rutherford Rd S Brampton

I/We, Peel standard Condo Corp #1072
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Dated this 23 day of January, 2025

Basinder Sandhu

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BASWINDER SANDHU

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

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APPOINTMENT AND AUTHORIZATION OF AGENT

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

LOCATION OF THE SUBJECT LAND: 181 RUTHERFORD RD. SOUTH BRAMPTON

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

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

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

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

Dated this 21ST day of JANUARY, 2025

HSSing

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

HARVINDER SOORDHAR

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

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PERMISSION TO ENTER

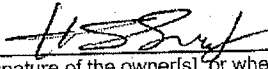
To: The Secretary-Treasurer
Committee of Adjustment
City of Brampton
2 Wellington Street West
Brampton, Ontario
L6Y 4R2

LOCATION OF THE SUBJECT LAND: 181 RUTHERFORD RD SOUTH BRAMPTON

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

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

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

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

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

Properties

PIN	20072 - 0001 LT
Description	UNIT 1, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0002 LT
Description	UNIT 2, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0003 LT
Description	UNIT 3, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0004 LT
Description	UNIT 4, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0005 LT
Description	UNIT 5, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0006 LT
Description	UNIT 6, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0007 LT
Description	UNIT 7, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0008 LT
Description	UNIT 8, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0009 LT
Description	UNIT 9, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0010 LT
Description	UNIT 10, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0011 LT
Description	UNIT 11, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0012 LT
Description	UNIT 12, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0013 LT
Description	UNIT 13, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0014 LT
Description	UNIT 14, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON
PIN	20072 - 0015 LT
Description	UNIT 15, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS APPURTENANT INTEREST; CITY OF BRAMPTON
Address	BRAMPTON

Properties

PIN 20072 - 0016 LT
Description UNIT 16, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS
 APPURTENANT INTEREST; CITY OF BRAMPTON
Address BRAMPTON

PIN 20072 - 0017 LT
Description UNIT 17, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS
 APPURTENANT INTEREST; CITY OF BRAMPTON
Address BRAMPTON

PIN 20072 - 0018 LT
Description UNIT 18, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS
 APPURTENANT INTEREST; CITY OF BRAMPTON
Address BRAMPTON

PIN 20072 - 0019 LT
Description UNIT 19, LEVEL 1, PEEL STANDARD CONDOMINIUM PLAN NO. 1072 AND ITS
 APPURTENANT INTEREST; CITY OF BRAMPTON
Address BRAMPTON

Applicant(s)

Name PEEL STANDARD CONDOMINIUM CORPORATION NO. 1072
Address for Service C/O Percel Inc.
 4496 Chesswood Drive
 Toronto, Ontario M3J 2B9

PEEL STANDARD Condominium Corporation number 1072 hereby certifies that by-law number 1 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Gurpreet Dass, Secretary, have the authority to bind the corporation.

Signed By

Satwinder Gosal	77 City Centre Drive Suite 700 Mississauga L5B 1M5	acting for Applicant(s)	Signed	2020 04 17
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Tel 905-848-6100
Fax 905-896-1111

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

RACIOPPPO ZUBER COETZEE DIONNE 4	77 City Centre Drive Suite 700 Mississauga L5B 1M5	2020 04 17
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Tel 905-848-6100
Fax 905-896-1111

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Total Paid	\$65.05

File Number

Applicant Client File Number : 17-2611

Condominium Act, 1998


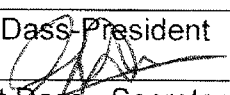
CERTIFICATE IN RESPECT OF A BY-LAW
(under Subsection 56(9) of the *Condominium Act, 1998*)

Peel Standard Condominium Corporation No. 1072 (known as the
"Corporation") certifies that:

1. The copy of By-law No.1 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the Condominium Act, 1998.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated as of this 1st day of April, 2020.

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1072

Per: 
Jaswant Dass - President
Per: 
Gurpreet Dass - Secretary

We have the authority to bind the Corporation

PEEL STANDARD CONDOMINIUM CORPORATION NO. 1072

BY-LAW NO. 1

BE IT ENACTED as a by-law of Peel Standard Condominium Corporation No. 1072 (hereinafter referred to as the "Corporation" or the "Condominium") as follows:

ARTICLE 1
DEFINITIONS

1.01 The terms used herein have ascribed to them the definitions contained in the *Condominium Act*, R.S.O. 1998 c. 19, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), and in the Declaration of the Corporation (hereinafter referred to as the "Declaration") registered in the Land Registry Office for the Land Titles Division of the Regional Municipality of Peel (No. 43) (hereinafter referred to as the "Land Titles Office") on April 1, 2020 as Instrument No. PR3634785.

ARTICLE II
SEAL

2.01 The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III
REGISTER

3.01 The Corporation shall maintain a record (hereinafter referred to as the "Register") upon which shall be noted the name and address for service of the Owner or Mortgagee of each Unit who has notified the Corporation of his or her entitlement to vote. If the Corporation is not so notified of the address, the address of each Owner shall be the address of his or her Unit and the address of each Mortgagee shall be the address shown on his or her mortgage registered in the Land Titles Office unless the Corporation is given notice of a different address by such Owner or Mortgagee.

ARTICLE IV
MEETING OF OWNERS

4.01 **Annual Meeting.** The annual meeting of the Owners shall be held at such place within the Regional Municipality of Peel, and at such time and on such day in each calendar year as the Board of Directors of the Corporation (hereinafter called the "Board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and for the By laws of the Corporation to be read and laid before the Owners at such annual meeting, and for the purpose of electing directors, confirming the By-laws passed by directors, appointing an auditor and fixing or authorizing the Board to fix his or her remuneration, and for the transaction of such other business as may be properly brought before the meeting. The Board shall lay before each annual meeting of the Owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the Owners, and such further information respecting the financial position of the Corporation as the By-laws may require. Not more than fifteen (15) months shall elapse between the dates of two successive annual meetings.

4.02 **Special Meetings.** The Board or any Mortgagee holding mortgages on not less than fifteen (15%) per cent of the Units, shall have the power at any time to call a meeting of the Owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The Board shall, upon receipt of a requisition in writing made by Owners who together own at least fifteen (15%) per cent of the Units, call and hold a meeting of the Owners, and if the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting and in such case, the meeting shall be held within forty-five (45) days of the receipt of the requisition.

4.03 **Notices.** At least ten (10) days' written notice of the time, place and date of the Turn-over Meeting, and of each annual or special meeting of the Owners, shall be given to the auditor of the Corporation and to each Owner or Mortgagee who is entered on the Register twelve (12) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any Owner who has not notified the Corporation that he or she or her has become an Owner, or to any Mortgagee who has not notified the Corporation that he or she has become a Mortgagee and has been authorized or empowered in his or her mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of the matters to be considered at such meeting.

4.04 Reports and Financial Statements. The Corporation shall, at least fifteen (15) days before the date of any annual meeting of the Owners, furnish to every Owner or Mortgagee entered on the Register, a copy of the financial statement and auditor's report. A copy of the minutes of the meetings of the Owners and of the Board shall, within ten (10) clear days of such meeting, be furnished to each Mortgagee who has, in writing, requested same.

4.05 Persons Entitled to be Present. The only persons entitled to attend a meeting of the Owners shall be Owners and Mortgagees entered on the Register, the auditor of the Corporation, the directors and officers of the Corporation and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the majority of those present at the meeting.

4.06 Quorum. Unless otherwise provided in the Act, at any meeting of the Owners, a quorum shall be constituted when persons owning not less than twenty-five (25%) percent of the Units carrying the entitlement to vote are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of the Owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day, two weeks therefrom, at such place within the Regional Municipality of Peel as the Board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than ten (10) clear days prior to the convening of such meeting.

4.07 Right to Vote. At each meeting of the Owners, subject to the restrictions in Section 4.11 hereof, every Owner of a Unit shall be entitled to vote, if he or she is currently entered on the Register as an Owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he or she is an Owner. If a Unit has been mortgaged, the mortgagor may nevertheless represent such Unit at such meetings and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the Mortgagee to vote and such Mortgagee has complied with the immediately following sentence. In such case, such Mortgagee may exercise the Owner's vote in respect of such Unit upon filing with the Secretary of the meeting sufficient proof of the terms of such mortgage, and notifying the mortgagor and the Corporation of the said Mortgagee's intention to exercise his or her right to vote, at least two (2) days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he or she may deem sufficient. The vote of each such Owner or Mortgagee shall be on the basis of one vote per Unit, and where two or more persons entitled to vote in respect of one Unit disagree on their vote, the vote in respect of that Unit shall not be counted.

4.08 Method of Voting. At any annual or special meeting of the Owners, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairman that such question has, by show of hands, been carried is prima facie proof of the same, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll, once given, may be withdrawn. Notwithstanding the foregoing, the voting for the election of directors shall be by ballot only.

4.09 Representatives. An executor, administrator, legal personal representative, estate trustee, guardian or trustee of an Owner or Mortgagee, or the committee of a mentally incompetent Owner or Mortgagee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation), upon filing with the Secretary of the meeting sufficient proof of his or her appointment, may represent the Owner or Mortgagee at all meetings of the Owners, and may exercise the Owner's or Mortgagee's vote in the same manner and to the same extent as such Owner or Mortgagee. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 4.11 hereof shall apply.

4.10 Proxies. Every Owner or Mortgagee entitled to vote at meetings of the Owners may, by instrument in writing, appoint a proxy, who need not be an Owner or Mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the Owner or Mortgagee were present himself or herself. The instrument appointing a proxy shall be in writing signed by the appointor or his or her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

4.11 Co-Owners. If two or more persons own a Unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the Owners or Mortgagees, as the case may be, may in the absence of the other Owner(s) or Mortgagee(s) vote, but if more than one of them are present or

are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such Unit shall not be counted.

4.12 Votes to Govern. At all meetings of the Owners, every question shall, unless otherwise required by the Act, the Declaration or the By-laws of the Corporation, be decided by a majority of the votes cast in favour of the question, as set out in Section 4.07 hereof.

4.13 Entitlement to Vote. Except where, under the Act or the By-laws of the Corporation, a unanimous vote of all the Owners is required, an Owner is not entitled to vote at any meeting if any common expense and/or other monetary contribution payable in respect of his or her Unit is in arrears for more than thirty (30) days prior to the meeting.

ARTICLE V BOARD OF DIRECTORS

5.01 Overall Function. The affairs of the Corporation shall be managed by the Board.

5.02 Number and Quorum. Until amended by a By-law, the number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

5.03 Qualifications. Each director shall be eighteen (18) or more years of age and need not be an Owner. No undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or a mentally incompetent person, he or she shall thereupon cease to be a director.

5.04 Election and Term. The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the Owners held to elect directors, one (1) director shall be elected to hold office for a term of three (3) years, one (1) director shall be elected to hold office for a term of two (2) years, and one (1) director shall be elected to hold office for a term of one (1) year. At each annual meeting thereafter, a number of directors equal to the number of directors retiring shall be elected for a term of three (3) years. Such directors may, however, continue to hold office notwithstanding the expiry of their respective terms, until their successors are elected or until the meeting required by Section 43 of the Act (the "Turnover Meeting") is held to elect new directors, at which time all directors then in office shall resign unless re-elected. Retiring directors may stand for re election. At the Turnover Meeting, the rotation procedure hereinbefore described shall be re-instituted, and at each annual meeting held thereafter, directors shall be elected for a term of three (3) years.

5.05 Removal of Directors and Filling of Vacancies. Any director may be removed before the expiration of his or her term by a vote of the Owners who together own a majority of the Units having the right to vote and the Owners may elect, in accordance with the By-laws dealing with the election of directors, any person qualified to be a member of the Board for the remainder of the term of the director removed.

5.06 Calling of Meetings. Meetings of the Board shall be held from time to time at such place and at such time and on such day as the President and a Vice-President who is a director or any other director may determine and the Secretary shall call meetings when directly authorized by the President or a Vice President who is a director and any other director to do so. In addition to any other provision in the By laws, a quorum of directors may, at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the By-laws of the Corporation to the contrary, notice of any meeting so called shall be given personally, by ordinary mail, by telegram or by telefax, to each director at the address for service given by each director to the Corporation (or if no such address for service has been given, then to his last known place of residence). Directors shall be provided with not less than forty-eight (48) hours' prior notice (excluding Saturdays, Sundays or a holiday as defined by the Interpretation Act of Canada for the time being in force) of the time when the meeting is to be held (the "Directors' Notice Period"), except that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.

5.07 Regular Meetings. The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

5.08 First Meeting of New Board. The Board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the Owners during which time the directors of the Board were elected, provided that a quorum of directors is present.

5.09 Disclosure by Directors of Interest in Contracts. Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction to which the Corporation is or will be a party (other than one in which his or her interest is limited to remuneration as a director, officer or employee), shall declare his or her interest in such contract or transaction, at a meeting of the directors of the Corporation and shall, at that time, disclose the nature and extent of such interest. Such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum. A general notice to the Board by a director declaring that he or she is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his or her interest in relation to any contract so made. If a director has made a declaration or disclosure of his or her interest, and has not voted in respect of the contract or transaction, then such director, if he or she was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any Owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.

5.10 Standard of Care. Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith.

5.11 Protection of Directors and Officers. No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or various acts of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his or her part or for any other loss, damage or misfortune whatever which shall happen in the execution of his or her office or in relation thereto, unless the same shall happen through his or her dishonest or fraudulent act or acts.

5.12 Indemnity of Directors and Officers. Subject to the provisions of Subsection 38(2) of the Act, every director and officer of the Corporation and their respective heirs, executors, administrators and successors shall at all times be indemnified and saved harmless by the Corporation from and against:

- (a) all costs, expenses, charges, damages and liabilities which such director or officer suffers, sustains or incurs in respect of any action, suit or proceeding that is brought, commenced or prosecuted against him or her for or in respect of anything done or permitted to be done by him or her in connection with the execution of the duties of his or her office; and
- (b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation.

5.13 Meetings by Teleconference. A meeting of directors may be held by teleconference or another form of communications system that allows the directors to participate concurrently if all directors of the Corporation consent to the means used for holding the meeting.

ARTICLE VI OFFICERS

6.01 Elected Officers. At the first meeting of the Board, and after each election of directors, the Board shall elect from among its members a President. In default of such election, the then incumbent, if a member of the Board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

6.02 Appointed Officers. From time to time the Board shall appoint a Secretary, and may appoint one or more Vice-Presidents, a General Manager, a Managing Director, or Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One person may hold more than one office, and if the same person holds both the office of the Secretary and the office of Treasurer, he or she may be known as the Secretary-Treasurer.

6.03 **Term of Office.** In the absence of any written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation.

6.04 **President.** The President shall, when present, preside at all meetings of the Owners and of the Board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

6.05 **Vice-President.** During the absence of the President, his or her duties may be performed and his or her powers may be exercised by the Vice-President, or if there are more than one, by the Vice Presidents in order of seniority (as determined by the Board), except that no Vice-President shall preside at a meeting at the Board or at a meeting of the Owners who is not qualified to attend such meeting as a director or an Owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.

6.06 **General Manager or Managing Director.** The General Manager or Managing Director if one is appointed by the Board shall have the general management and direction subject to the authority of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration.

6.07 **Secretary.** The Secretary shall give or cause to be given all notices required to be given to the Owners, directors, auditors, Mortgagees and all others entitled thereto. He or she shall attend all meetings of the directors and of the Owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. He or she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he or she shall perform such other duties as may from time to time be prescribed by the Board.

6.08 **Treasurer.** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the Board, he or she shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. He or she shall render to the Board at any meeting thereof, or whenever required of him or her, an account of all his or her transactions as Treasurer and of the financial position of the Corporation, and he or she shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.

6.09 **Other Officers.** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the Board may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

6.10 **Agents and Attorneys.** The Board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the Board may think fit in its sole discretion.

ARTICLE VII BANKING ARRANGEMENTS AND CONTRACTS

7.01 **Banking Arrangements.** The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any one or more officers, or other persons, as the Board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation, the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto, and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business.

7.02 **Execution of Instruments.** Subject to the provisions of the Act, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the

President or a Vice-President, together with the Secretary or any director. Any contract or obligations within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the By-laws of the Corporation, the Board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligations or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

7.03 **Execution of Status Certificates and Notices of Lien and Discharges of Liens.** These documents as required by the Act may be signed by any officer or any director of the Corporation, or any person authorized by resolution of the Board with or without the seal of the Corporation affixed thereto, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE VIII FINANCIAL YEAR-END

8.01 Unless otherwise determined by resolution of the Board, the financial year of the Corporation shall end on the 31st day of December in each year.

ARTICLE IX THE CORPORATION

9.01 **Duties of the Corporation.** In addition to the duties and obligations set forth in the Act and the Declaration of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:

- (a) controlling, managing and administering the Common Elements and assets of the Corporation;
- (b) operating and maintaining the Common Elements and assets of the Corporation in a fit and proper condition;
- (c) collecting the common expense contributions from the Owners;
- (d) arranging for the supply of all requisite utility services to the Units and the Common Elements, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation (if any apparatus or equipment used in effecting the supply of any requisite utility service(s) becomes incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus, and the Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty);
- (e) obtaining and maintaining such insurance as may be required by the Act, the Declaration or the By-laws, together with any appraisals of the full replacement cost of the Common Elements and assets of the Corporation that may be required by the Act, the Declaration or the By-laws of the Corporation for the purposes of determining the amount of insurance to be effected;
- (f) repairing after damage and restoring the Units and the Common Elements in accordance with the provisions of the Act, the Declaration and the By-laws;
- (g) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (h) causing audits to be made after every year-end and making auditor's reports and financial statements available to the Owners or Mortgagees in accordance with the Act and the By-laws;
- (i) pursuant to Subsection 76(1) of the Act, providing a status certificate, and such statements and information as may be prescribed by the Act (the Corporation shall be entitled to a charge or fee, up to the maximum prescribed by the Act from time to time, for providing same (which fee may in turn be paid by the Corporation to a property manager furnishing such certificate on behalf of the Corporation provided that such property manager indemnifies and saves the Corporation harmless in respect of all

liabilities arising from any error in or omission from such certificate), provided that the Corporation shall furnish the Declarant with such certificate, statements and information in connection with any sale or mortgage of any Unit without any charge or fee whatsoever);

(j) taking all reasonable steps to collect from each Owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to Section 85 of the Act, against each Unit in respect of which an Owner has defaulted in the payment of common expenses;

(k) preparing an estimated budget in accordance with Article XII hereof;

(l) keeping accurate accounts and sending to each Owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by the Owners; and

(m) establishing and maintaining one or more reserve funds.

9.02 Powers of the Corporation. The powers of the Corporation shall include, but shall not be limited to, the following:

(a) employing and dismissing personnel necessary for the maintenance and operation of the Common Elements;

(b) adopting and amending Rules concerning the operation and use of the property;

(c) employing a building manager or management company at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;

(d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such manner as the Board may deem appropriate;

(e) investing moneys held in the reserve fund(s) by the Corporation, provided that such investments shall be those permitted by the Trustee Act R.S.O. 1990 c.T.23 and convertible into cash in not more than ninety (90) days;

(f) settling, adjusting, compromising or referring to arbitration any claim or claims which may be made against or asserted on behalf of the Corporation;

(g) borrowing such amounts as the Board may determine to be necessary or desirable in its sole discretion, in order to protect, maintain, preserve or ensure the due and continued operation of the Property in accordance with the Declaration and By-laws of the Corporation to a maximum limit (hereinafter referred to as the "Limit"), inclusive of all amounts previously borrowed and not then repaid, of an amount equal to one month's assessment of common expenses to the Owners;

(h) borrowing amounts in excess of the Limit where approved by the Owners at a duly convened meeting thereof;

(i) securing any borrowing made in accordance with either of Subsections 9.02(g) or (h) hereof by a mortgage or pledge of any assets owned by the Corporation where approved by the Board (in the case of the former) or by the Owners (in the case of the latter) at a duly convened meeting thereof;

(j) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;

(k) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at such price, on such terms and in such manner as the Board may in its sole discretion deem advisable, and to do all things and execute all documents required to give effect to the foregoing;

(l) where authorized by a special By-law of the Corporation, leasing any part of the Common Elements or granting any easement or licence over, upon, under or through any part or parts of the Common Elements, in accordance with the Act, except those parts of the Common Elements over which any Owner has the exclusive use; and

(m) entering into (and binding the Corporation to the terms and conditions of) the following agreements, namely:

(i) a management agreement with an individual or corporation to manage the affairs and assets of the Corporation at such compensation and on such terms as the Board may determine in its sole discretion;

(ii) an Insurance Trust Agreement with an Insurance Trustee as permitted by the Act at such compensation and on such terms as the Board may determine in its sole discretion;

(iii) an agreement or agreements required by the supplier(s) of any utility(ies) or service(s) to the Corporation on such terms as the Board may determine in its sole discretion; and

(iv) any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the Board, from time to time.

ARTICLE X RECORDS OF THE CORPORATION

10.01 Without derogating from the requirements of the Act, the Corporation shall maintain the following records:

(a) General: (i) a copy of the registered Declaration and Description; (ii) a copy of all registered By laws; (iii) a copy of all Rules; (iv) a copy of any resolution of the Board changing the address for service or mailing address of the Corporation; (v) a copy of all notices sent on behalf of the Corporation; (vi) a copy of all reports and financial statements of the Corporation for at least six (6) fiscal years from the end of the last fiscal period to which they relate; (vii) a copy of all of the agreements referred to in Subsection 9.02(m) hereof and any other agreements entered into by the Corporation from time to time; (viii) the as built architectural, structural, engineering, mechanical, electrical and plumbing plans; (ix) a table depicting the maintenance responsibilities and indicating whether the Corporation or the Owners are responsible; (x) an appraisal report for insurance purposes and a list detailing current replacement costs and life expectancy under normal maintenance conditions of all major items in the Property and for the purposes set forth in Subsection 44(4) of the Act; (xi) a separate record of all receipts on account of common expense payments; and (xii) a copy of all requests for status certificates and a copy of each certificate issued for the preceding six (6) fiscal years;

(b) Names and Addresses: (i) the names of Owners or Mortgagees and mailing addresses for those Owners or Mortgagees who have notified the Corporation of their entitlement to vote; (ii) the names of directors and officers and their mailing addresses and the dates upon which their terms of office commenced and ended; and (iii) the names of all current tenants;

(c) Owners' Meetings: (i) minutes of all proceedings at Owners' meetings including reference to the numbers in attendance and a record of the votes taken;

(d) Financial: (i) a copy of all reports and financial statements of the Corporation; (ii) a copy of all financial and business dealings of the Corporation; (iii) a separate record of all receipts and disbursements; (iv) a copy of all budgets; and (v) a copy of all special assessments; and

(e) Board of Directors: (i) minutes of all proceedings at Board meetings; (ii) a copy of all resolutions passed by the Board; and (iii) a copy of all consents given by the Board to Owners for alterations to Units or Common Elements.

ARTICLE XI NOTICE

11.01 **Method of Giving Notices.** Except as otherwise specifically provided in the Act, the Declaration, or any other By-law(s) of the Corporation, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given or served, shall be sufficiently given or served if given in accordance with the following:

(a) to an Owner, by giving same to him or her, or to any director or officer of such Owner if it is a corporation, either personally or by ordinary mail, postage prepaid,

addressed to him or her, at the address for service given by such Owner to the Corporation for the Register, or if no such address has been given, then to such Owner at his or her respective Unit;

(b) to a director, by giving same to him or her, either personally or by ordinary mail, postage pre paid, addressed to him or her, at the address for service given by such director to the Corporation for the Register, or if no such address has been given, to his or her address last known to the Corporation;

(c) to a Mortgagee, who has notified the Corporation of his or her interest in any Unit, by giving same to him or her, or to any officer or director of such Mortgagee if it is a corporation, either personally or by ordinary mail, postage prepaid, addressed to such Mortgagee at the address for service given by such Mortgagee to the Corporation; and

(d) to the Corporation, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act.

11.02 Receipt of Notice. If any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the third (3rd) day following the day on which same was mailed.

11.03 Omissions and Errors. Except as provided in the Act, the accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of the Owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XII ASSESSMENT AND COLLECTION OF COMMON EXPENSES

12.01 Duties of the Board Re Common Expenses. The common expenses, as provided for the Act and in the Declaration, shall be assessed by the Board and levied against the Owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the Declaration. The Board shall, from time to time, and at least once annually, prepare the budget for the Property and determine, by estimate, the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be.

12.02 Duties of the Board Re Reserve Fund. In addition to the foregoing, the Board shall make provision for a reserve fund in the annual budget, for the major repair and replacement of the Common Elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the Owners as part of their contribution towards the common expenses, amounts that the Board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the Common Elements and assets of the Corporation.

12.03 Notice of Common Expenses to Owners. The Board shall advise each Owner promptly in writing of the total amount of common expenses payable by each Owner respectively, and shall give copies of all budgets on which such common expenses are based to all Owners or Mortgagees entered on the Register.

12.04 Owner's Obligations. Each Owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such Owner in equal monthly payments on the first day of each and every month for the twelve (12) month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such Owner. If the Board so directs, each Owner shall forward to the Corporation forthwith a series of post-dated cheques covering the monthly common expenses payable during the period to which such assessment relates.

12.05 Extraordinary Expenditures. Extraordinary expenditures not contemplated in the foregoing budget for which the Board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the Board serving notice(s) of such further assessment(s), on all Owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment and same shall be payable by each Owner within ten (10) days from the date of the receipt of such notice, or within such further period of time and in such instalments as the Board may otherwise determine.

12.06 Default in Payment of Assessment.

(a) Arrears of payments required to be made under the provisions of this Article XII shall bear interest at the rate of eighteen (18%) per cent per annum, calculated and compounded monthly, not in advance, until paid, and this shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

(b) In addition to any remedies or liens provided by the Act, if any Owner is in default of payment of a common expense assessment against him or her, then the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due all costs of such action, including costs on a solicitor and client basis.

(c) Where a claim for and notice of lien is filed on title to the Unit(s), no Owner or Mortgagee of such Unit(s) or any person claiming through either of them shall be entitled to a discharge of the lien unless and until the outstanding contributions towards common expenses (including interest and collection costs) have been paid to the Corporation.

ARTICLE XIII DEFAULT

13.01 Notice of Unpaid Common Expenses. The Board, whenever so requested in writing by an Owner or Mortgagee entered on the Register, shall promptly report to such Owner or Mortgagee any unpaid common expenses due from, or any other default by, any Owner, as well as any other moneys claimed by the Corporation against any Owner which are thirty (30) days past due.

13.02 Notice of Default. The Board, when giving notice of default in payment of common expenses or any other default to the Owner, shall concurrently send a copy of such notice to each registered Mortgagee of such Unit who has requested that such notices be sent to him or her.

ARTICLE XIV LIABILITY FOR COSTS

14.01 Abatement and Restraint of Violations by Unit Owners and Liability for Costs. The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the owner's use or his tenants, employees, agents, customers or invitees use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, tenant, employee, agent, customer or invitee.

In those cases where it has been determined that the responsibility for the payment of the cost to repair is that of the Unit owner, or where an owner requests to repair a common element himself, the Board shall approve the selection of the contractor and/or method of repair. This decision, at the discretion of the Board, shall be based on a minimum of two (2) bids, the meeting of standards of uniformity and consideration on the convenience of the owner involved.

14.02 Additional Rights of the Corporation. The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the Board, shall give the Board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance pursuant to section 134 of the Act.

14.03 Insurance Deductible. In accordance with subsection 105(2) and (3) of the Act, where an owner, or lessee of an owner, through an act or omission causes damage to the owner's Unit and/or to the portion of the common elements or to any other Units, then the owner of such Unit shall be responsible for the aggregate cost of repairing all of the damage so incurred, up to a maximum of the

insurance deductible maintained by the Corporation with respect to its insurance policies from time to time and said amount shall be added to the common expenses payable for the owner's Unit.

14.04 Standard Unit. For the purpose of determining the responsibility for repairing improvements after damage and insuring them, a standard unit in this Condominium is comprised of the following features:

- (a) Flooring – Cast in place concrete slab on grade.
- (b) Walls – Exterior walls are clad in brick veneer, architectural block or stucco as per approved plans. All interior walls are exposed unpainted drywall. Demising walls are fire rated to the underside of the metal roof deck.
- (c) Windows – All windows are sealed glazed thermopanes in pre-finished aluminium window frames.
- (d) Doors – The front door is a single glass door in a pre-finished aluminium frame. The rear door is a single aluminium door in an aluminium frame.
- (e) Ceilings – Each unit has an exposed metal deck with a steel structure and services also exposed. All of these items are unfinished.
- (f) Services – Each unit has plumbing roughed-in for a single two-piece washroom. Each unit has an electrical power to an unfused disconnect switch. Each unit has an HVAC roof top unit or a suspended unit heater

14.05 Insurance Deductible. Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however, that if an owner, tenant or other person occupying in the owner's Unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's Unit, or to any other Unit(s), or to any portion of common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees) then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's Unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis) and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

ARTICLE XV PROCEDURES FOR MEDIATING DISPUTES

15.01 Mediation Procedures. For the purposes of complying with sections 125 and 132 of the Act (if and where applicable) the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

ARTICLE XVI HOUSE RULES

16.01 Rules governing use of Common Elements. The Board may make Rules respecting the use of the common elements and Units, in order to promote the safety, security and welfare of the owners of the Property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units. Any Rules made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the Board is in receipt of a written requisition requiring a meeting of the owners to consider the rules. If such meeting of owners is required, then the Rules shall become effective only upon the approvals at such meeting.

16.02 Compliance. The Rules shall be complied with and enforced in the same manner as the By-Laws, but the owners may, at any time, amend or repeal a Rule at a meeting of owners duly called for that purpose, and for greater certainty, the Rules shall be observed by the owners and all agents, tenants, invitees, employees, or licensees of the units.

ARTICLE XVII MISCELLANEOUS

17.01 **Invalidity.** The invalidity of any part or parts of this By-law shall not impair or affect in any manner the validity and enforceability of the balance thereof.

17.02 **Gender.** The use of the masculine and the feminine gender in this By-law shall be deemed to include the neuter gender and the use of the singular shall be deemed to include the plural wherever the context so requires.

17.03 **Waiver.** No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

17.04 **Headings.** The headings in the body of this By-law form no part hereof but shall be deemed to be inserted for convenience of reference only.

17.05 **Statutory Reference.** Any references to a section or sections of the Act in this By-law (or in any By-laws or Rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

17.06 **Alterations.** This By-law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act and the Declaration.

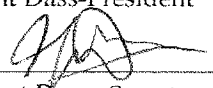
17.07 **Conflicts.** In the case of a conflict between the provisions of the Act and any provisions in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions of the Declaration and any provision of the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or the Declaration are silent on any matters, the provisions of the By-laws shall prevail with respect to such matters.

Peel Standard Condominium Corporation No. 1072 hereby enacts the foregoing By-law No. 1, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the Declarant who owns one hundred (100%) per cent of the Units in the Corporation, pursuant to the provisions of the Act.

DATED at Mississauga, as of this 1st day of April, 2020.

**PEEL STANDARD CONDOMINIUM
CORPORATION NO. 1072**

Per: 
Jaswant Dass-President

Per: 
Gurpreet Dass -Secretary

We have the authority to bind the Corporation

The foregoing By-law is hereby confirmed without variation by the Declarant which owns 100% of the Units pursuant to the provisions of the Condominium Act.

DATED at Mississauga, as of this 1st day of April, 2020.

2573552 ONTARIO INC.

Per: 
Jaswant Dass-President

I have the authority to bind the Corporation

APPENDIX "A" TO BY-LAW #1

ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with section 132 of the *Condominium act*, 1998 as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within 5 business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

ARTICLE 2 - MEDIATION

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with section 132 of the *Condominium Act*, 1998.

Selection and Role of the Mediator:

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the appointment of a mediator shall be conducted by any one of the founding members or by the executive director of the Condominium Dispute Resolution Centre (the "CDCR") whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

The mediator selected by the parties or, failing their agreement, appointed by the CDCR, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should be resolved.

Party Confidentiality:

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

Pre-mediation Information:

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

Authority to Settle:

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.

Mediator Confidentiality:

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.

Legal Representation

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

Right to Withdraw:

In accordance with section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediation with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

Costs of the Mediation:

In accordance with section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

Notice and Report:

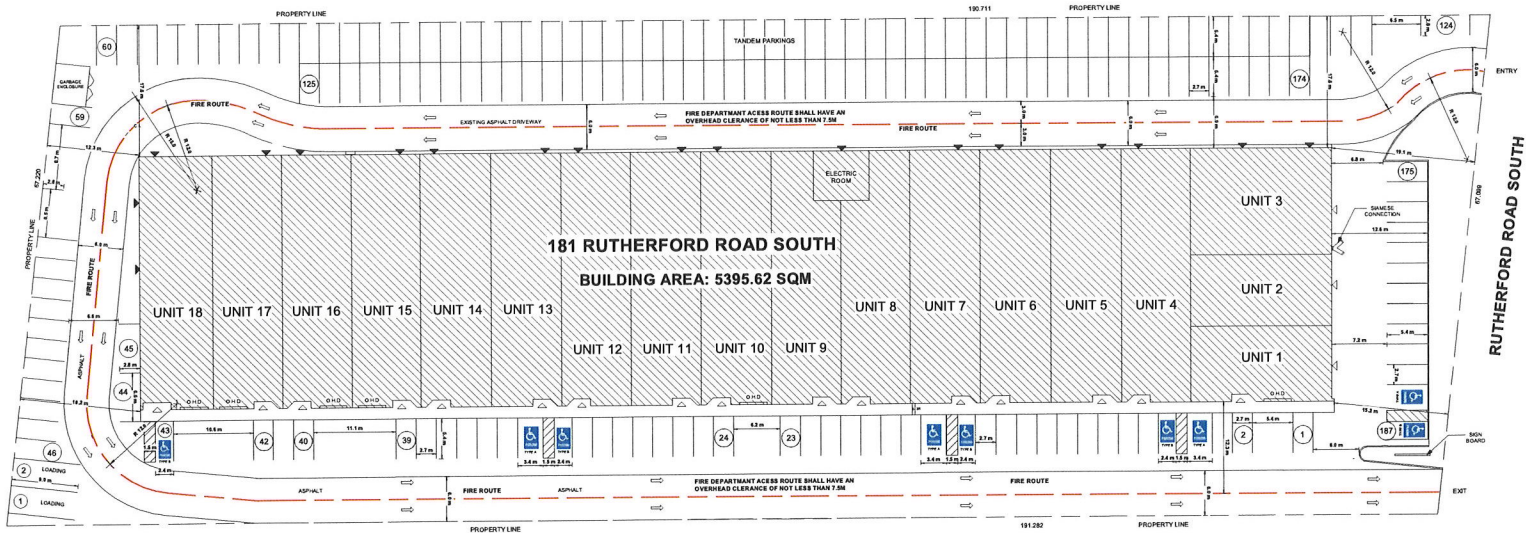
In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitrations Act, 1991* and the manner set forth in the *Condominium Act, 1998*.

Settlement:

In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

MINOR VARIANCE

-TO PERMIT MOTOR VEHICLE REPAIR USE IN ALL THE UNITS OF THE BUILDING WITH TOTAL OF 187
PARKING SPACES AVAILABLE ON SITE, WHEREAS ZONING BY LAW REQUIRES MINIMUM 306 PARKING
SPACES FOR MOTOR VEHICLE USE TO BE OPERATED FROM ALL THE UNITS IN THE BUILDING.



UNIT #	AREA	USE	PARKINGS REQUIRED
1	185.43 sqm	MOTOR VEHICLE REPAIR	10.30 (11)
2	185.43 sqm	MOTOR VEHICLE REPAIR	10.30 (11)
3	269.51 sqm	MOTOR VEHICLE REPAIR	14.97 (15)
4	316.85 sqm	MOTOR VEHICLE REPAIR	17.60 (18)
5	316.81 sqm	MOTOR VEHICLE REPAIR	17.60 (18)
6	316.79 sqm	MOTOR VEHICLE REPAIR	17.59 (18)
7	316.77 sqm	MOTOR VEHICLE REPAIR	17.59 (18)
8	291.62 sqm	MOTOR VEHICLE REPAIR	16.20 (17)
9	292.39 sqm	MOTOR VEHICLE REPAIR	16.24 (17)
10	316.70 sqm	MOTOR VEHICLE REPAIR	17.59 (18)
11	316.68 sqm	MOTOR VEHICLE REPAIR	17.59 (18)
12	316.65 sqm	MOTOR VEHICLE REPAIR	17.59 (18)
13	316.63 sqm	MOTOR VEHICLE REPAIR	17.59 (18)
14	316.61 sqm	MOTOR VEHICLE REPAIR	17.58 (18)
15	316.21 sqm	MOTOR VEHICLE REPAIR	17.56 (18)
16	316.31 sqm	MOTOR VEHICLE REPAIR	17.57 (18)
17	316.45 sqm	MOTOR VEHICLE REPAIR	17.58 (18)
18	324.73 sqm	MOTOR VEHICLE REPAIR	18.04 (19)
TOTAL:			306 SPACES

REGULAR PARKINGS: 128
TANDEM PARKINGS: 50
ACCESSIBLE PARKINGS: 9
TOTAL PARKING SPACES: 187

PARKING SPACES REQUIRED: 306 SPACES
PARKING SPACES PROVIDED: 187 SPACES

ACCESSIBLE PARKINGS REQUIRED: 9 SPACES
ACCESSIBLE PARKINGS PROVIDED: 9 SPACES

NOBLE PRIME
SOLUTIONS LTD.

2131 WILLIAMS PARKWAY
UNIT 19,
BRAMPTON, ON.

info@nobleltd.ca
(437) 888 1800

DRAWN BY: SHK CHECKED BY: JB
PROJECT NUMBER:

ADDRESS:
181 RUTHERFORD ROAD SOUTH,
BRAMPTON, ONTARIO
L9W3P4

SITE PLAN

Project number 24C-30514
Date JAN 06/25
Drawn by SHK
Checked by JB

A-2

Scale 1 : 250

2025-01-14 2:04:19 PM

Zoning Non-compliance Checklist

File No.

A-2025-0031

Applicant: PEEL STANDARD CONDO CORP:1072 (PRABHSIMRAN GILL)
Address: 181 Rutherford Road South
Zoning: Industrial M2
By-law 270-2004, as amended

Category	Proposal	By-law Requirement	Section #
USE			
LOT DIMENSIONS AREA / DEPTH / WIDTH			
BUILDING SETBACKS FRONT / SIDE / REAR			
BUILDING SIZE			
BUILDING HEIGHT			
COVERAGE			
BELOW GRADE ENTRANCE			
ACCESSORY STRUCTURE SETBACKS			
ACCESSORY STRUCTURE SIZE / HEIGHT			
MULTIPLE ACCESSORY STRUCTURES			
DRIVEWAY WIDTH			
LANDSCAPED OPEN SPACE			
ENCROACHMENTS			
PARKING	To provide 187 parking spaces	Whereas the By-law requires a minimum of 298 parking spaces	20.3
SCHEDULE "C"			



Reviewed by Zoning

January 22, 2025
Date



June 23, 2025

Pell Standard Condo Corp #1072
181 Rutherford Road South
Brampton ON L6W 3P4

Attention: Mr. Prabh Gill

**Re: Parking Justification Study
Proposed Commercial Industrial Development
181 Rutherford Road South
City of Brampton, Regional Municipality of Peel**

CGE Consulting is pleased to submit this Parking Justification Study in support of a minor variance application to permit motor vehicles repair use in all units within the existing commercial/ Industrial property located at 181 Rutherford Road South, in the City of Brampton, the Regional Municipality of Peel.

This study concludes that the parking supply of 187 parking spaces was found to be adequate to accommodate the parking demands of the commercial industrial property.

Should you have any questions regarding this study, please do not hesitate to contact the undersigned.

Yours truly,

CGE TRANSPORTATION CONSULTING

A handwritten signature in blue ink, appearing to read 'Casey Ge', is written over a faint, larger version of the signature.

Casey Ge, P.Eng.
President

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1.0 INTRODUCTION

CGE Consulting was retained to prepare a Parking Utilization Study in support of a minor variance application to permit motor vehicle repair use in all units in the single-storey building located at 181 Rutherford Road South in the city of Brampton. The property is zoned as a *M2 (Industrial 2) per the City of Brampton's Zoning By-Law 270-2004*. As stated in the city of Brampton zoning by-law review report, this zoning designation permits a variety of commercial uses such as manufacturing, processing, repairing, printing and warehousing uses. Under this classification, the proposed motor vehicle repair use is considered permitted. **Figure 1** provides a satellite view of the project location. The development comprises of a one-storey building consisting of 18 units. Recent site visits show all units to be fully operational. The full list of tenants is presented in **Table 1**. The majority of the units operate throughout the week. During on-site interviews with employees, most businesses were observed to remain closed on Sundays. Typical operations hours for units range from 9:00 a.m. to 7:00 p.m. Each unit has roughly 3 to 5 employees present on-site at all times with rotating shifts throughout the day. According to the existing site plan, the layout of the building has a total Gross Floor Area (GFA) of 5,348.57 m² (57,571.47 ft²) and a total shared on-site parking supply of 187 spaces, including nine accessible parking spaces. Vehicular access to the site is provided via two driveways along Rutherford Road South. **Figure 2** shows the most recent site plan.

Table 1: List of Current Tenants

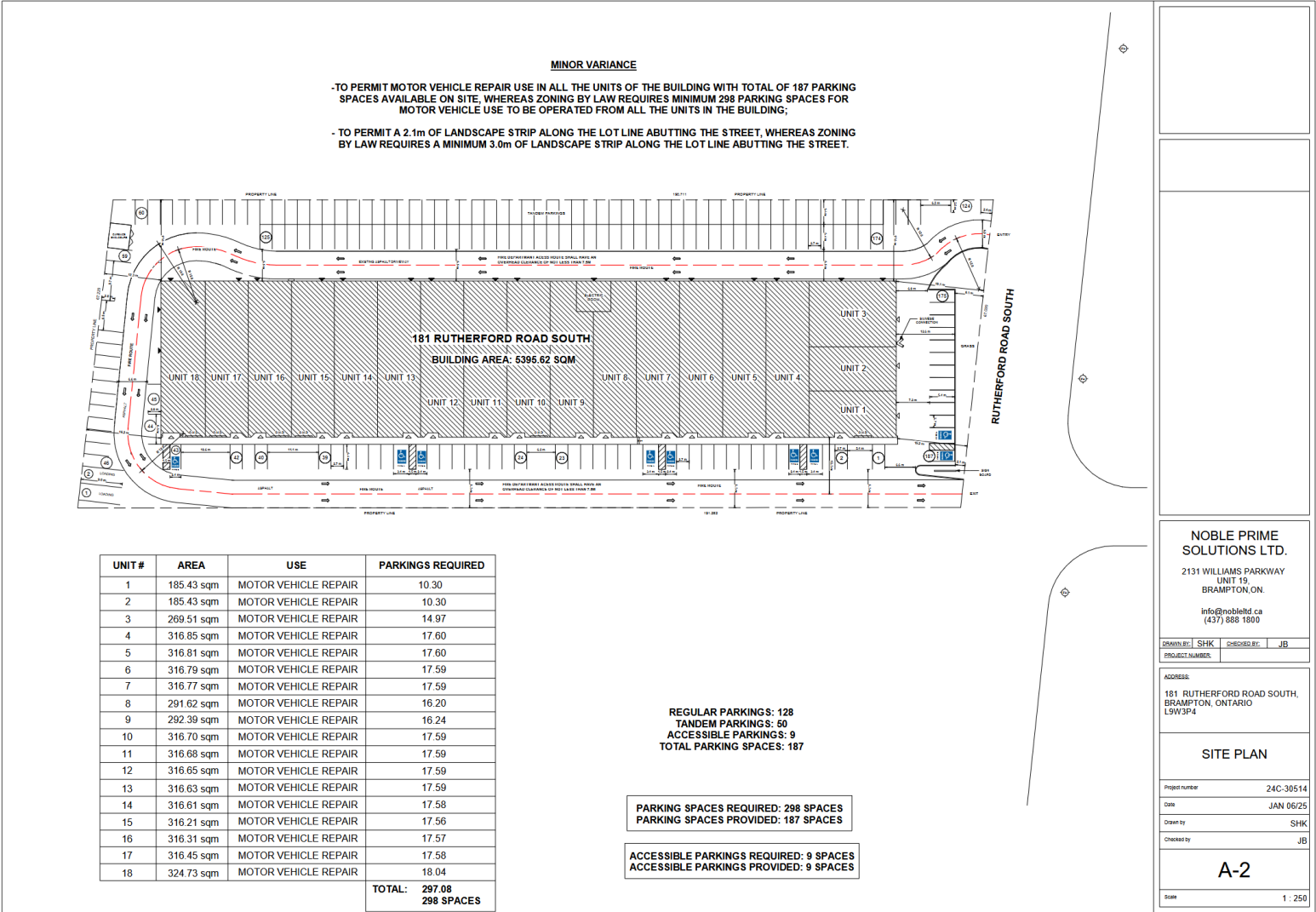
Units	Tenants
1	Lucky Auto Services & Mufflers
2	Auto Cure
3	Dex Auto Service
4	Corks Winery
5	Empire Autobody Repair and Painting Inc.
6	Try Us Auto
7	Mz Auto Body
8	Sky Tire
9	Gur Heavy Tow Service
10	88 Car Rental and Auto Services
11	Speed X Auto Collision
12	Professional Kitchen Cabinets
13	Marok Auto Serviecs
14	WS Auto Services
15	Namco Automotive repair shop
16	Citizen Logistics Mobile Truck Repair
17	Z Black Tint & Wraps
18	Exal Truck & Trailer Repair Inc.

Figure 1: Site Location – 181 Rutherford Road South



Source: MyBrampton Maps

Figure 2: Site Plan



2.0 CITY OF BRAMPTON PARKING RATES

The Zoning By-Law 270-2004 was referred to establish minimum parking requirements for various land uses within the City of Brampton.

In the case of the subject property, the only land use present is the “Motor Vehicle Repair Shop or Motor Vehicle Body Shop” land use type. The total GFA is 5,348.57 m² (57,571.47 ft²). According to the guidelines presented within the Zoning By-law, the required parking rate for “Motor Vehicle Repair Shop or Motor Vehicle Body Shop” uses is one parking space for each 18 m² (193.75 ft²). Notably, the provision allows up to 50 percent of the required parking spaces to be tandem parking spaces. This provision is especially practical for Motor Vehicle Repair businesses as it offers great flexibility, particularly in cases where vehicles may be parked for extended periods and frequent movement is not required.

Table 2 summarizes the minimum parking requirement calculations. The calculation is based on the individual gross floor area of each unit, rounded up to the nearest whole number to conform with best practices.

Table 2: Minimum Parking Requirements – Zoning By-Law 270-2004

Unit #	Area (sqm)	Raw Parking Required	Parking Provided
1	185.43	10.3	187
2	185.43	10.3	
3	269.51	14.97	
4	316.85	17.6	
5	316.81	17.6	
6	316.79	17.6	
7	316.77	17.6	
8	291.62	16.2	
9	292.39	16.24	
10	316.7	17.59	
11	316.68	17.59	
12	316.65	17.59	
13	316.63	17.59	
14	316.61	17.59	
15	316.21	17.57	
16	316.31	17.57	
17	316.45	17.58	
18	324.73	18.04	
Total	5348.57	298	

3.0 PURPOSE OF THE REPORT

The current parking supply falls short of the minimum by-law requirement, which is 298 spaces. In order to justify this shortage in parking, we undertook parking utilization surveys at the subject site. Additionally, the City of Brampton staff have requested the survey of at least three proxy sites. We are of the opinion that the parking utilization surveys at the subject site best represent the parking characteristics. The three proxy sites selected are different than the subject site, in terms of location and operation characteristics.

The following three sites were used in this report as proxy sites:

1. 170 Glidden Road
2. 2070 Steels Avenue East
3. 5 Melanie Drive

CGE Consulting conducted surveys at each of these locations on a weekday from 8:00 AM to 8:00 PM. In order to capture in-depth utilization patterns and peak demand, a 15-minutes interval was chosen initially (as per city staff recommendations). However, due to the scale of the parking lots, a 30-minute interval was determined to be most practical.

3.1 Parking Utilization Survey of 181 Rutherford Road South

To determine if the proposed parking supply is adequate, parking utilization surveys were conducted at 181 Rutherford Road South on Monday, June 16th, 2025. Surveys were carried out for 12 hours per city staff recommendations, from 08:00 a.m to 08:00 p.m. A summary of the observed parking activity is presented in Table 3.

The majority of businesses operate under the ‘first come, first served’ model, resulting in a continuous and unpredictable traffic flow of customers throughout the day. This operational model also contributed to a relatively high turnover of customer vehicles, as service durations for vehicles were generally short. Numerous units were observed repairing multiple vehicles simultaneously, which helped enhance operation efficiency and minimize parking demand.

Only two truck repair businesses were identified on-site. Both were located at the west end of the property. Their placement helped to effectively isolate heavy vehicle activity, resulting in minimal interactions with other customers.

As a part of the survey, brief interviews were conducted with several business owners and on-site employees. Based on these discussions, it was noted that most employees parked

their vehicles on the west side of the property. Each unit employed around 3 to 5 mechanics. The majority of employees arrived at work around 9:00 am and some instances of carpooling were observed. Meanwhile, the north and south side of the properties were parking spaces reserved for customers and their vehicles awaiting repair. Additionally, surveyors observed multiple instances in which towing services were deployed to remove improperly parked vehicles. This aided in ensuring smoother traffic movement and maintaining order throughout the site.

Of the 187 available parking spaces, approximately 50% were identified to be tandem spaces.

Table 3: 181 Rutherford Road South, Brampton – Parking Survey table

Time Period	Parking	Percentage Occupancy
8:00	99	53%
8:30	106	57%
9:00	118	63%
9:30	124	66%
10:00	133	71%
10:30	138	74%
11:00	145	78%
11:30	159	85%
12:00	163	87%
12:30	158	84%
1:00	164	88%
1:30	168	90%
2:00	165	88%
2:30	161	86%
3:00	155	83%
3:30	139	74%
4:00	151	81%
4:30	148	79%
5:00	162	87%
5:30	148	79%
6:00	144	77%
6:30	131	70%
7:00	130	70%
7:30	126	67%
8:00	115	61%

Based on the foregoing, below is a summary of the parking demand survey:

- **Total occupied GFA** – approximately 5,348.57 m² (57,571.47 ft²) (currently all units occupied)
- **Total available parking supply** – 187 spaces
- **Peak parking demand observed** – 168 spaces (90 Percent Occupancy)
- **Surplus parking** – 19 spaces

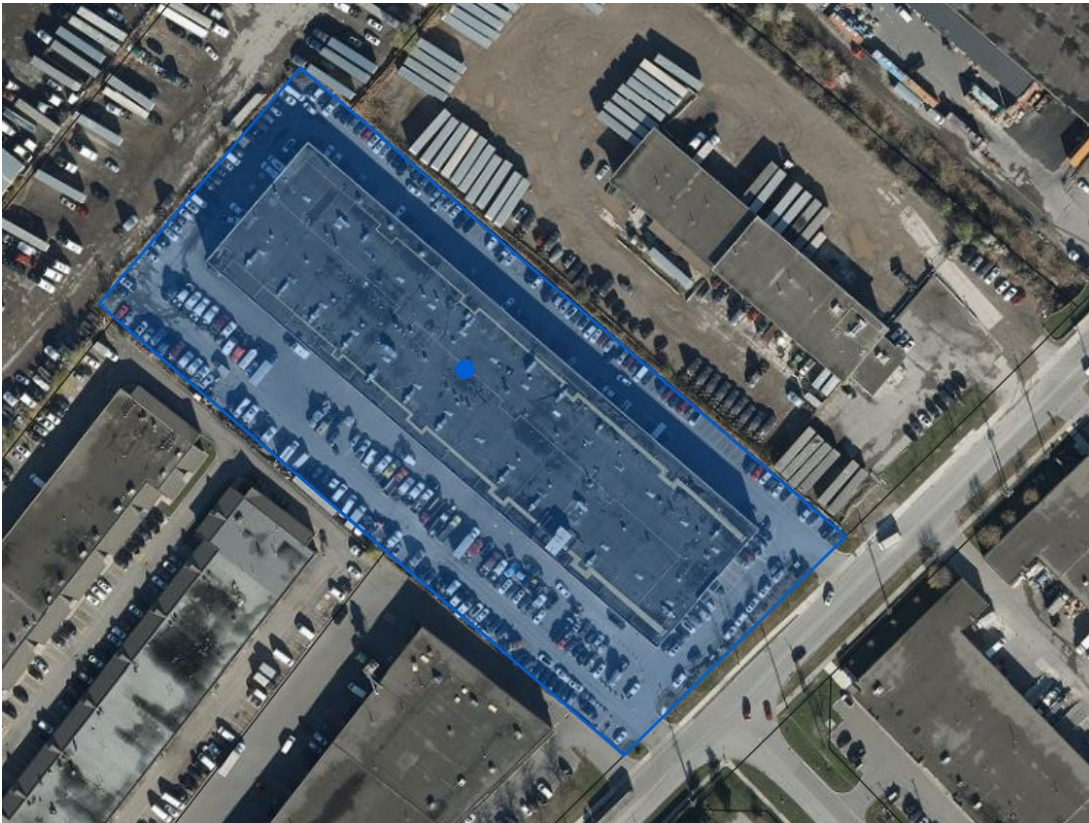
Results of the parking survey indicate a peak parking demand of 168 cars or a parking demand ratio of **3.14 cars per 100 m²** occurring at 1:00 p.m. on Monday, June 16th, 2025.

4.0 PARKING ASSESSMENT OF PROXY SURVEY LOCATIONS

4.1 Parking Utilization Survey of 170 Glidden Road

The property consists of a one-storey building consisting of 28 units. A preliminary comparison using local satellite images indicates that the 170 Glidden Road site is significantly larger in scale than 181 Rutherford Road South. This is also backed up by the GFA of 170 Glidden Road. An approximate estimate places the GFA for the property to be around 7,885.9 square meters or 84,883.9 square feet. Additionally, a total shared on-site parking supply of 310 was observed by surveyors. **Figure 3** provides a satellite view of 170 Glidden Road.

Figure 3: Site Satellite View – 170 Glidden Road



The property is zoned as a *M2 (Industrial 2)* per the *City of Brampton's Zoning By-Law 270-2004* and consists of 28 units. During our site visit, all units were observed to be fully operational. Notably, approximately 9 of the 28 units were seen to be servicing heavy vehicles such as trucks. Other noteworthy observations were the long service periods and the substantial backlog of trucks awaiting repairs, which may account for the relatively static parking occupancy observed during the midday.

To determine if the proposed parking supply is adequate, parking utilization surveys were conducted at 170 Glidden Road on Monday, June 2nd, 2025. Surveys were carried out for 12 hours per city staff recommendations, from 08:00 a.m to 08:00 p.m.

Table 4: 170 Glidden Road, Brampton – Parking Survey

Time Period	Parking	Percentage Occupancy	Time Period	Parking	Percentage Occupancy
8:00	195	63%	2:30	288	93%
8:30	210	68%	3:00	282	91%
9:00	213	69%	3:30	271	87%
9:30	218	70%	4:00	278	90%
10:00	231	75%	4:30	283	91%
10:30	256	83%	5:00	283	91%
11:00	267	86%	5:30	299	96%
11:30	298	96%	6:00	263	85%
12:00	293	95%	6:30	256	83%
12:30	292	94%	7:00	255	82%
1:00	305	98%	7:30	235	76%
1:30	280	90%	8:00	235	76%
2:00	288	93%			

Based on the foregoing, below is a summary of the parking demand survey:

- **Total occupied GFA** – approximately 7,885.9 m² (84,883.9 ft²) (currently all units occupied)
- **Total available parking supply** – 310 spaces
- **Peak parking demand observed** – 305 spaces (98 percent occupancy)
- **Surplus parking** – 5 spaces

Results of the parking survey indicate a peak parking demand of 305 cars or a parking demand ratio of **3.86 cars per 100 m²** occurring at 1:00 p.m. on Monday, June 2nd, 2025.

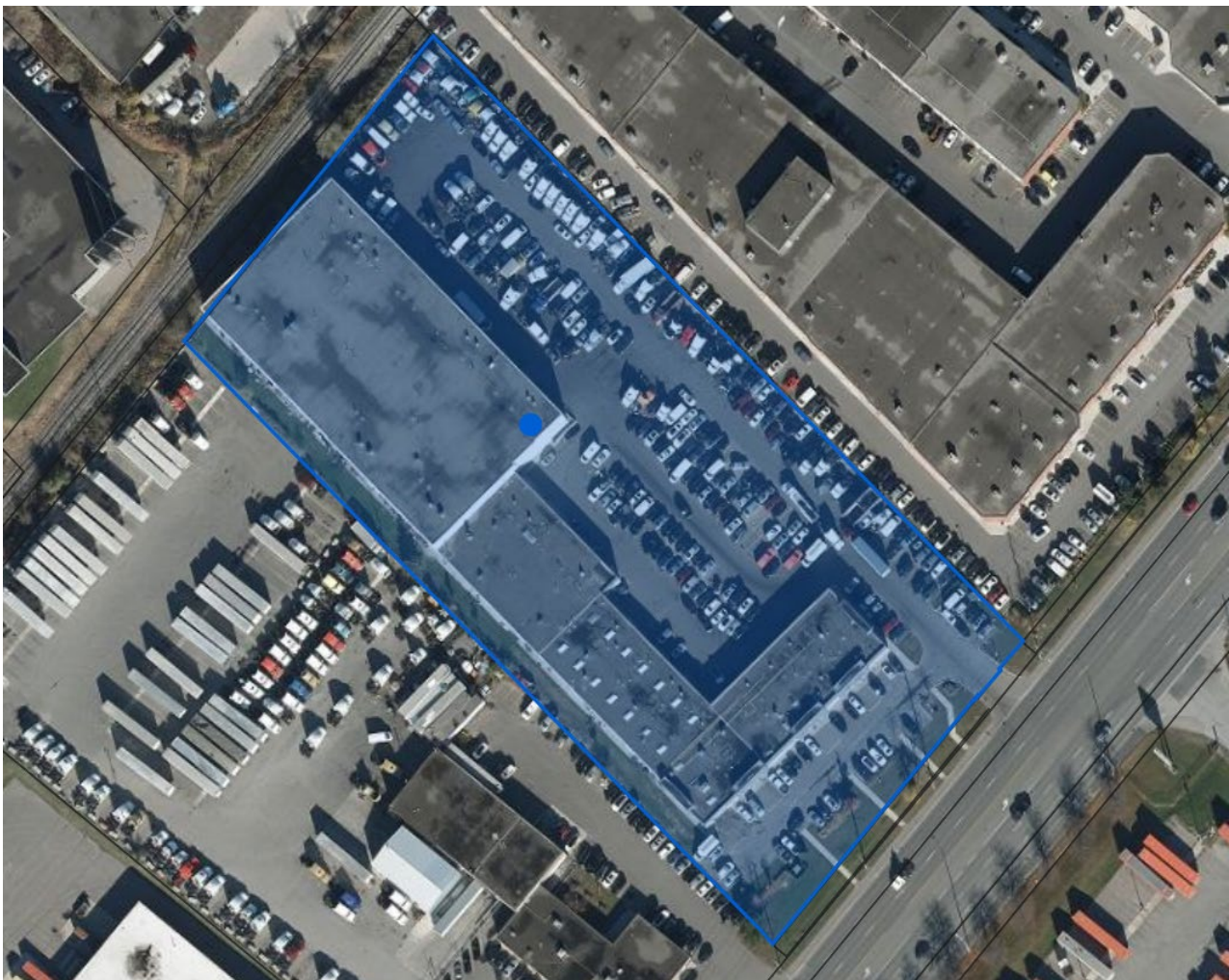
Figure 4: 170 Glidden Road – Entrance



4.2 Parking Utilization Survey of 2070 Steels Avenue East

The site located at 2070 Steels Avenue East consists of a single storey building with a total of 21 units. The property is classified as a *M2 (Industrial 2)* per the *City of Brampton's Zoning By-Law 270-2004*. In terms of Gross Floor Area, 2070 Steels Avenue East was found to occupy an approximate area of 6,998.42 square meters or 75,330.29 square feet. During our site visit, all units were observed to be fully operational. Additionally, a total shared on-site parking supply of 320 was observed by surveyors. **Figure 5** provides a satellite view of 2070 Steels Avenue East.

Figure 5: Site Satellite View – 2070 Steels Avenue East



The development located at 2070 Steels Avenue East was also found to be larger than 181 Rutherford Road South in terms of land mass. Operationally, surveyors found the site to generate more trips (both entering and exiting) and serve a wider variety of customers when

compared to 181 Rutherford Road South. Notably, approximately 9 of the 28 units were seen to be servicing heavy vehicles such as trucks. Other noteworthy observations were the extended service durations and a significant queue of trucks awaiting repairs, which may account for the relatively static parking occupancy observed during the midday.

To determine if the proposed parking supply is adequate, parking utilization surveys were conducted at 2070 Steels Avenue East on Tuesday, June 3rd, 2025. Surveys were carried out for 12 hours per city staff recommendations, from 08:00 a.m to 08:00 p.m.

Table 5: 2070 Steels Avenue East, Brampton – Parking Survey

Time Period	Parking	Percentage Occupancy	Time Period	Parking	Percentage Occupancy
8:00	192	60%	2:30	275	86%
8:30	223	70%	3:00	277	87%
9:00	233	73%	3:30	274	86%
9:30	234	73%	4:00	280	88%
10:00	270	84%	4:30	269	84%
10:30	276	86%	5:00	286	89%
11:00	280	88%	5:30	295	92%
11:30	294	92%	6:00	275	86%
12:00	300	94%	6:30	280	88%
12:30	287	90%	7:00	238	74%
1:00	306	96%	7:30	201	63%
1:30	277	87%	8:00	217	68%
2:00	282	88%			

Based on the foregoing, below is a summary of the parking demand survey:

- **Total occupied GFA** – approximately 6,998.42m² (75,330.29 ft²) (currently all units occupied)
- **Total available parking supply** – 320 spaces
- **Peak parking demand observed** – 306 spaces (96 Percent Occupancy)
- **Surplus parking** – 14 spaces

Results of the parking survey indicate a peak parking demand of 306 cars or a parking demand ratio of **4.37 cars per 100 m²** occurring at 1:00 p.m. on Saturday, June 3rd, 2025.

Figure 6: Eastside Parking – 2070 Steels Avenue East



4.3 Parking Utilization Survey of 5 Melanie Drive

The site located at 5 Melanie Drive consists of a one-storey building comprising of 14 units. The property is classified as a *HC1 (Highway Commercial One)* per the *City of Brampton's Zoning By-Law 270-2004*. The Gross Floor Area of 5 Melanie Drive was evaluated to be around 2,953.6 square meters or 31,794.4 square feet. A total shared on-site parking supply of 135 was observed by surveyors. **Figure 7** provides a satellite view of 5 Melanie Drive.

Figure 7 : Site Satellite View – 5 Melanie Drive



In terms of scale, 5 Melanie Drive is substantially smaller in size when compared to 181 Rutherford Road South. Additionally, a notable difference in this site is that no heavy vehicle repair businesses were observed to be operating. This significantly improved maneuverability and results in dynamic parking utilization rates.

To determine if the proposed parking supply is adequate, parking utilization surveys were conducted at 5 Melanie Drive on Wednesday, June 4th, 2025. Surveys were carried out for 12 hours per city staff recommendations, from 08:00 a.m to 08:00 p.m.

Table 6: 5 Melanie Drive, Brampton – Parking Survey

Time Period	Parking	Percentage Occupancy
8:00	50	37%
8:30	60	44%
9:00	56	41%
9:30	63	47%
10:00	71	53%
10:30	83	61%
11:00	84	62%
11:30	87	64%
12:00	100	74%
12:30	104	77%
1:00	105	78%
1:30	104	77%
2:00	104	77%
2:30	97	72%
3:00	96	71%
3:30	104	77%
4:00	94	70%
4:30	90	67%
5:00	80	59%
5:30	74	55%
6:00	75	56%
6:30	79	59%
7:00	61	45%
7:30	56	41%
8:00	61	45%

Based on the foregoing, below is a summary of the parking demand survey:

- **Total occupied GFA** – approximately 2,953.6 m² (31,794.4 ft²) (currently all units occupied)
- **Total available parking supply** – 135 spaces
- **Peak parking demand observed** – 105 spaces (78 Percent Occupancy)
- **Surplus parking** – 30 spaces

Results of the parking survey indicate a peak parking demand of 105 cars or a parking demand ratio of **3.55 cars per 100 m²** occurring at 1:00 p.m. on Wednesday, June 4th, 2025.

Figure 8: 5 Melanie Drive– Entrance



5.0 COMPARISON BETWEEN SUBJECT SITE AND PROXIES

Below is a summary of the key differences that distinguish 181 Rutherford Road South from the selected proxy sites (refer to Appendix A to D for site photographs and visual documentation):

- **Gross Floor Area (GFA):** The GFA of 181 Rutherford Road South (5,348.6 m²) is smaller than both 170 Glidden Road (7,885.9 m²) and 2070 Steeles Avenue East (6,998.4 m²), but larger than 5 Melanie Drive (2,953.6 m²). Ultimately, this places 181 Rutherford Road in the mid-range in terms of scale among the selected proxy sites.
- **Truck Repair Shops:** 181 Rutherford Road South has only two truck repair businesses, located at the west side of the property, both 170 Glidden Road and 2070 Steeles Avenue East host a greater number of truck repair units. This contributes to more heavy vehicles being parked for longer term periods at these locations. Meanwhile, for 5 Melanie Drive, it was recorded to have a similar number of truck related businesses as 181 Rutherford Road.
- **Type and Duration of Operations:** It was observed by site surveyors that the proxy sites often store stationary, long term parked vehicles. Meanwhile, 181 Rutherford South primarily accommodates shorter service durations. Most parked vehicles are dynamic, entering and exiting the sites within the same day.
- **Operations efficiency:** Units located at 181 Rutherford Road South were observed to provide quicker repair services and worked on multiple vehicles simultaneously. This resulted in higher vehicle turnover and reduced parking congestion greatly.
- **Site Management and Circulation:** 181 Rutherford Road South was observed to have implemented more practical proactive measures to combat site congestion. A towing service routinely removes vehicles that are either improperly parked or obstructing on-site circulation. This has proven to be extremely effective in maintaining safety, accessibility and orderly movement throughout the site.

The observed supply to GFA ratios for the proxy sites were 1 space per 25.4 m² at 170 Glidden Road, 1 space per 21.9 m² at 2070 Steeles Avenue East, 1 space per 21.9 m² at 5 Melanie Drive. Table 7 summarizes the surveys conducted in the previous sections and calculates the required parking spaces estimated parking demand. By applying these rates directly to the subject site, the estimated parking spaces required would be approximately

211, 244 and 244 spaces respectively. All of these estimates fall well below the city's recommendation of 298 spaces.

Ultimately, this suggests that the City's rate may be extremely conservative for multi-tenant repair facilities with staggered peak periods. Given the operational performance of the three proxy sites and the fact that the subject site is predicted to function similarly, the current available provision of 187 spaces is considered sufficient to meet the practical parking demand.

Table 7: Estimated Parking Demand Based on Observed Rates from Proxy Sites

Property	GFA(m²)	Estimated Parking Demand (1 per 21.9 m²)	Estimated Parking Demand (1 per 25.4 m²)
170 Glidden Road	7,885.9	360	310
2070 Steels Avenue East	6,998.42	320	275
5 Melanie Drive	2,953.6	134	116
181 Rutherford South	5,348.57	244	211

5.1 Justification of Deviation from Proxy-Based Estimates

Although the proxy sites suggest a demand of up to 244 spaces, 181 Rutherford South was observed to have different features and characteristics that fundamentally reduce actual parking needs.

The local businesses present on the site are on average smaller in size and operation when compared to the selected proxy sites. They were also observed to have higher operational efficiency. As previously stated, most businesses completed repairs same day and serviced multiple customers simultaneously. Additionally, active towing enforcement on site was observed to help maintain optimal site circulation and prevent any misuse of space. As a result, the vehicle turnover rate of 181 Rutherford Road South was seen to be much higher when compared to the selected proxy sites. Another major contributing factor to lower parking demand at 181 Rutherford Road South was the relatively low trucks and heavy vehicles present on site. In contrast, the three selected proxy sites consistently displayed a higher volume of trucks parked (5 Melanie Drive being the exception). During site visits, it was frequently unclear whether these vehicles were parked for long term storage or for repair purposes. Regardless, both cases inflated the parking demand. Therefore, while the estimated parking demand based on the proxy sites is undoubtedly useful, it does not reflect the real observed conditions at 181 Rutherford Road South. The current available

parking spaces of 187 is seen as appropriate and sufficient to meet the site's operational needs without resulting in an oversupply.

6.0 SWEEP PATH ANALYSIS

Vehicle maneuvering diagrams were generated using the AutoTURN software for the proposed parking, it is provided in Appendix E. The swept path analysis was performed using a MSUTAC truck (10 meters in length). This truck represents the worst-case scenario, given that usually the site will only be accessed by standard trucks without trailers or loads.

7.0 CONCLUSIONS

The subject site is a single storey commercial industrial building with all units operating motor vehicle repair businesses. There are 18 units in total. The site is bordered by commercial and industrial buildings to the north, south, and west, with Rutherford Road South forming the eastern boundary. Vehicular access to the site is provided via two driveways along Rutherford Road South.

The subject site has a parking supply of 187 parking spaces, including nine accessible parking spaces. This parking justification study provides a parking survey summary at the subject site, and the three proxy sites preapproved by city staff. Surveys were conducted on weekdays over a 12-hour period with observations recorded in 30-minute intervals.

The key findings are summarized below:

- Parking utilization surveys were conducted at 181 Rutherford Road South on Monday, June 16th, 2025. Surveys were carried out for 12 hours per city staff recommendations. During the survey, the highest parking demand recorded was 168 parking spaces out of 187 spaces. Resulting in a 90 percent occupancy. Only two truck repair businesses were identified on-site. High turnover of customer vehicles was also observed due to short service periods.
- The maximum parking utilization at the surveyed proxy sites was 98% (170 Glidden Road, Brampton), during the weekday, which represents 305 parking spaces usage of the 310 parking spaces supplied.
- For the 170 Glidden Road proxy site, approximately 9 of the 28 units were seen to be servicing heavy vehicles such as trucks. Other noteworthy observations were the long service periods and the substantial backlog of trucks awaiting repairs, which may account for the relatively static parking occupancy observed during the midday.

- A comparison study between the pre-approved proxy sites and the subject site (181 Rutherford Road South) shows that the proxy sites generally feature a greater number of operating units (with the exception of 5 Melanie Drive), higher customer traffic, and a broader mix of commercial and industrial uses.
- Lastly, the high parking efficiency observed at the proxy sites, despite their lower than required supply, indicates that the City of Brampton's zoning parking rate may be overly conservative for multi-tenant vehicle repair facilities with long service times and staggered peak demand. As such, the subject site's parking supply of 187 spaces is considered operationally sufficient, supported by both the comparative data and the expected nature of site activity.

It is our opinion that the subject site will have sufficient parking supply to accommodate the proposed unit conversion. Should you have any questions regarding this study, please do not hesitate to contact the undersigned.

Yours truly,

CGE TRANSPORTATION CONSULTING



Casey Ge, P.Eng.
President

Appendix A: 181 Rutherford Road South – City of Brampton



181 Rutherford Road South – Main Access Point



181 Rutherford Road South – Eastside Parking



181 Rutherford Road South – Westside Parking

Appendix B: 170 Glidden Road – City of Brampton



170 Glidden Road, Brampton
– Westside Parking



170 Glidden Road, Brampton
– Eastside Parking

Appendix C: 2070 Steels Avenue East – City of Brampton



2070 Steels Avenue East , Brampton
– **Front Parking**



2070 Steels Avenue East , Brampton
– **Eastside Parking**

Appendix D: 5 Melanie Drive – City of Brampton

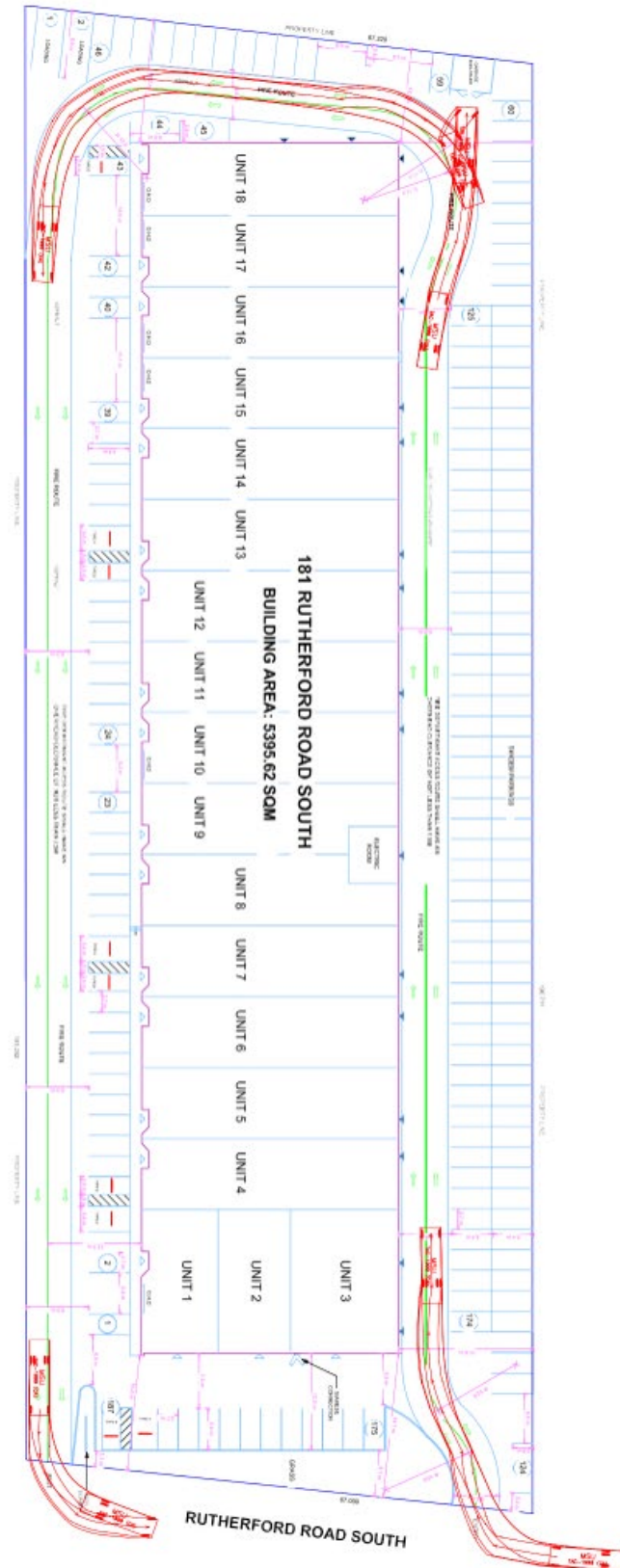


5 Melanie Drive, Brampton
– **Access Point**



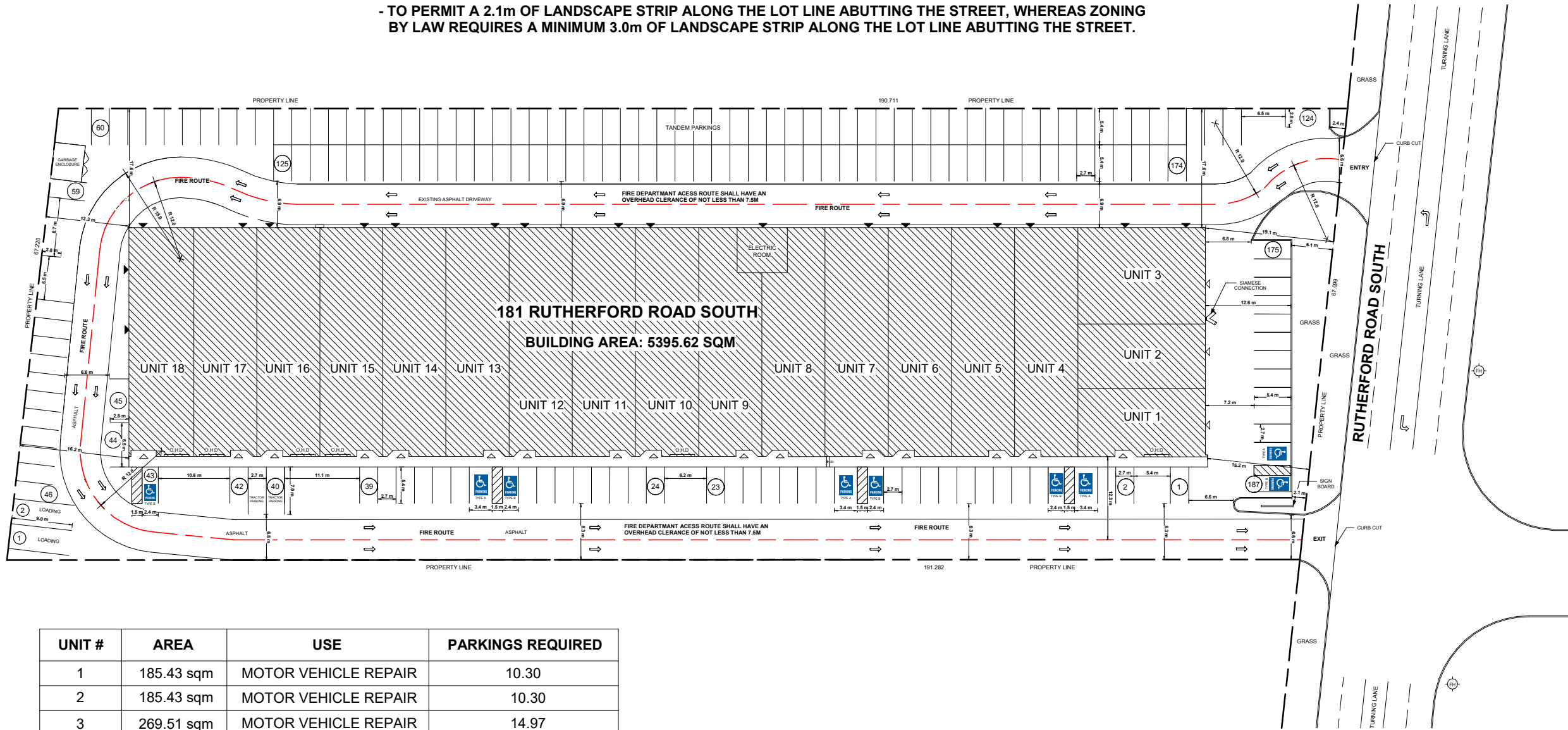
5 Melanie Drive, Brampton
– **Eastside Parking**

Appendix E: SWEPT PATH ANALYSIS - 181 Rutherford Road South



MINOR VARIANCE

- TO PERMIT MOTOR VEHICLE REPAIR USE IN ALL THE UNITS OF THE BUILDING WITH TOTAL OF 187 PARKING SPACES AVAILABLE ON SITE, WHEREAS ZONING BY LAW REQUIRES MINIMUM 298 PARKING SPACES FOR MOTOR VEHICLE USE TO BE OPERATED FROM ALL THE UNITS IN THE BUILDING;
- TO PERMIT A 2.1m OF LANDSCAPE STRIP ALONG THE LOT LINE ABUTTING THE STREET, WHEREAS ZONING BY LAW REQUIRES A MINIMUM 3.0m OF LANDSCAPE STRIP ALONG THE LOT LINE ABUTTING THE STREET.



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1	185.43 sqm	MOTOR VEHICLE REPAIR	10.30
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5	316.81 sqm	MOTOR VEHICLE REPAIR	17.60
6	316.79 sqm	MOTOR VEHICLE REPAIR	17.59
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15	316.21 sqm	MOTOR VEHICLE REPAIR	17.56
16	316.31 sqm	MOTOR VEHICLE REPAIR	17.57
17	316.45 sqm	MOTOR VEHICLE REPAIR	17.58
18	324.73 sqm	MOTOR VEHICLE REPAIR	18.04
TOTAL:			297.08 298 SPACES

REGULAR PARKINGS: 128
TANDEM PARKINGS: 50
ACCESSIBLE PARKINGS: 9
TOTAL PARKING SPACES: 187

PARKING SPACES REQUIRED: 298 SPACES
PARKING SPACES PROVIDED: 187 SPACES

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SITE PLAN

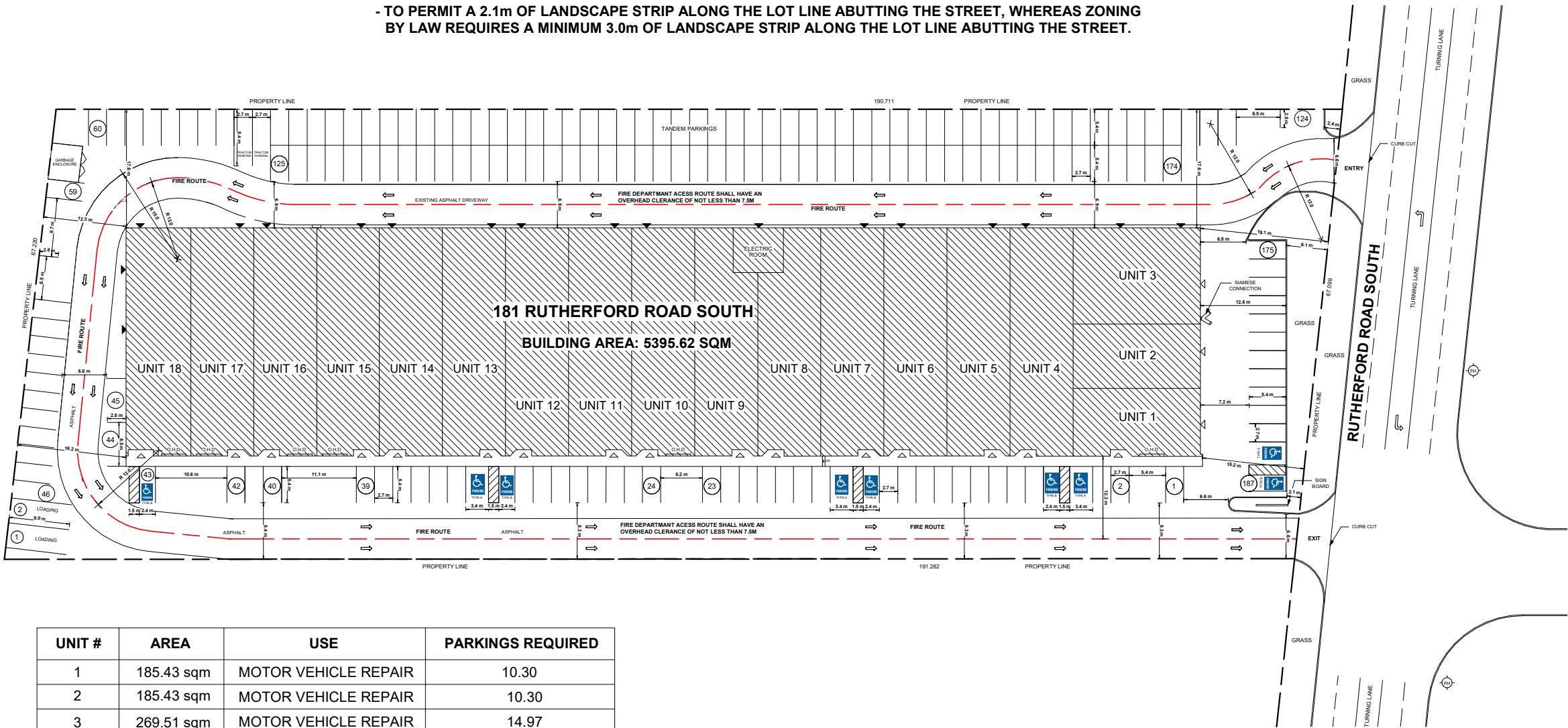
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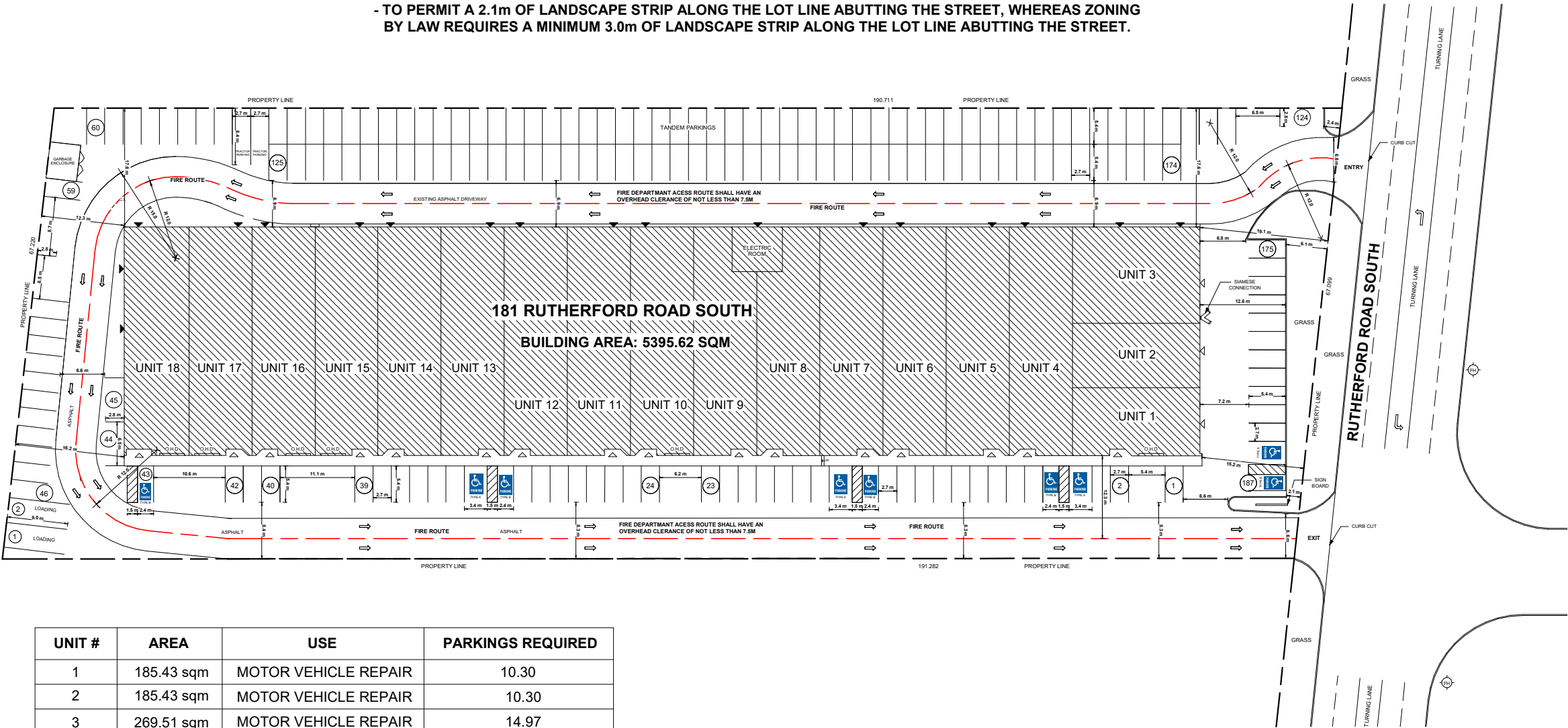
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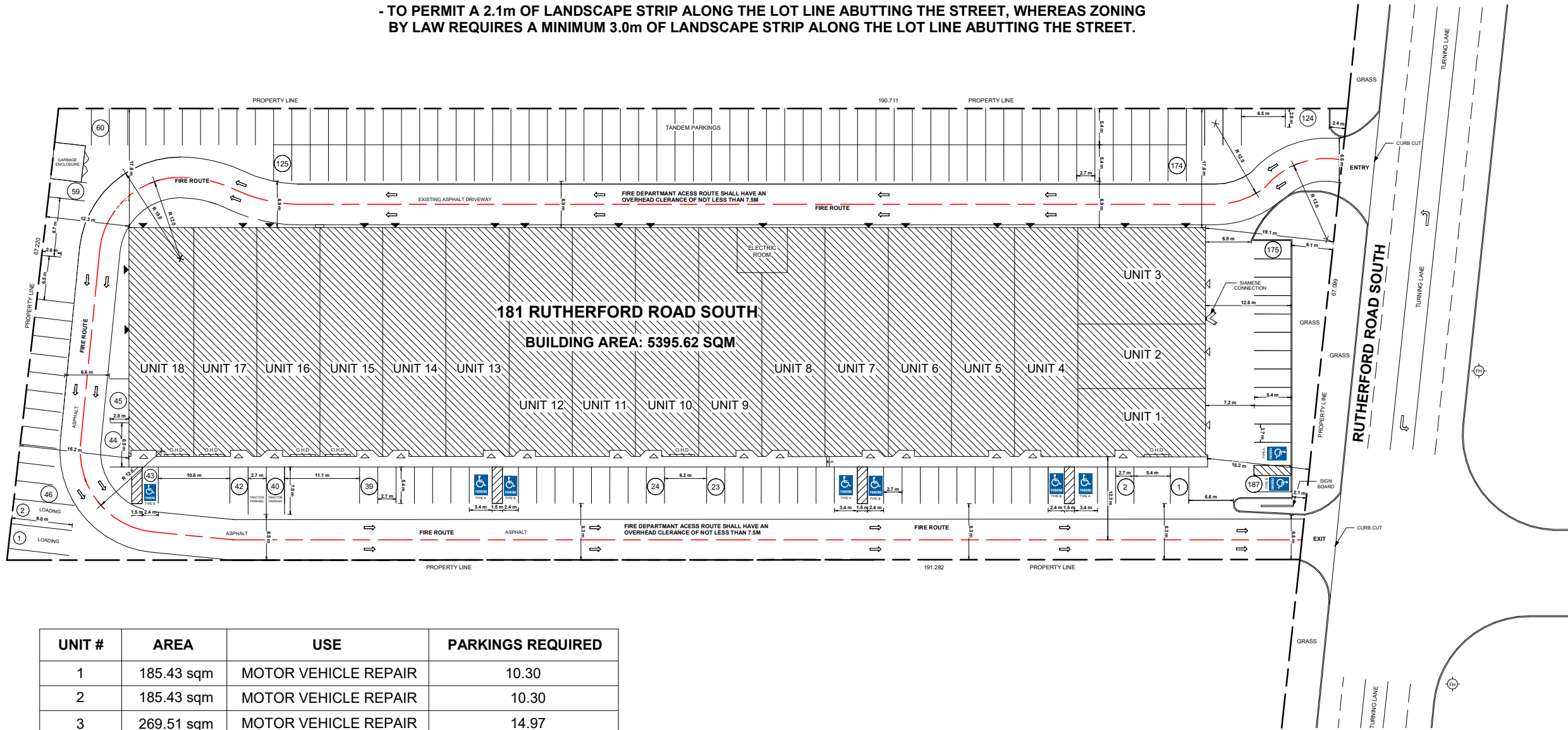
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