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**Via Email**

Habitat for Humanity Greater Toronto Area  
155 Bermondsey Road  
Toronto, ON  
M4A 1X9

**Attention: Joshua Benard, VP Real Estate Development**

Dear Sirs/Mesdames:

**Re: 1524 Countryside Drive, City of Brampton**

We are writing to provide our view as to why Habitat for Humanity Greater Toronto Area (“**Habitat GTA**”) should not be required to enter into any form of cost-sharing in respect of the redevelopment of the lands known municipally as 1524 Countryside Drive (the “**Lands**”) for fifteen (15) stacked affordable condominium townhouses.

As background, we understand that the City of Brampton (the “**City**”) expropriated the Lands and, in so doing, did not execute any cost-sharing agreement in respect of the Lands. Further, as part of the proposed sale of the Lands from the City to Habitat GTA, the City has not disclosed any cost-sharing agreement that Habitat GTA would be assuming as the new owner of the Lands and no such agreement is listed in Schedule “A” (Permitted Encumbrances) of the agreement of purchase and sale. In addition, the City did not disclose any information as part of the proposed sale of the Lands to Habitat GTA regarding any potential cost-sharing in respect of the Lands.

We also understand that the only remaining approval to enable redevelopment of the Lands is the site plan control application. There is no ability for the City to impose cost-sharing as part of any such application for site plan control for the following reasons:

1. We acknowledge that Section 13.4 of the Countryside Villages Secondary Plan (the “**Secondary Plan**”) provides policy guidance regarding cost-sharing for lands within the boundary of the Secondary Plan. However, policy 13.4.1 only provides general guidance regarding the potential use of cost-sharing agreements (among other mechanisms) and policy 13.4.2 specifically indicates that the City can only commit to imposing such requirements after it has reviewed the agreement(s) and through appropriate conditions of subdivision or development approval. To our knowledge, the City has not reviewed any

such cost-sharing agreement and is not in a position to provide any such agreement to Habitat GTA.

2. As noted above, the only remaining development approval in respect of the Lands is an application for site plan control. There are no other development approvals through which the City could impose a condition related to cost-sharing. As the City will be aware, subsection 41(7) of the *Planning Act* contains an explicit list of potential conditions the City may impose as part of site plan approval. It is clear that execution of a cost-sharing agreement would not fall within the explicit list of potential approval conditions in subsection 41(7).
3. This is consistent with jurisprudence regarding the scope of site plan control that would prevent a municipality from imposing off-site infrastructure obligations on a landowner as part of site plan approval.

Given that the City did not execute a cost-sharing agreement when it expropriated the Lands, the City did not disclose any potential cost-sharing obligations as part of the proposed sale of the Lands, and the City has no ability to require cost-sharing as part of the application for site plan control, we believe that Habitat GTA should not be required to execute any cost-sharing agreement as part of the redevelopment of the Lands.

We trust this is of assistance as part of your discussions with the City.

Yours truly,

**Goodmans LLP**

David Bronskill  
DJB/  
Encl.