

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 28-75

Being a by-law to authorize the execution of an agreement between Her Majesty The Queen in the Right of Ontario and the City of Brampton

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

THAT the Mayor and the Clerk are hereby authorized to execute an agreement between Her Majesty The Queen in the Right of Ontario and the City of Brampton in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 17th day of February, 1975

  
JAMES E. ARCHDEKIN MAYOR

  
KENNETH R. RICHARDSON CLERK

THIS AGREEMENT made in duplicate this 17<sup>th</sup> day of FEBRUARY, 1975

*[Handwritten initials and date]*

BETWEEN:

HER MAJESTY THE QUEEN IN THE RIGHT OF ONTARIO  
as represented by the Minister of Housing of  
the Province of Ontario

hereinafter called "the Minister"

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called "the Area Municipality"

OF THE SECOND PART

WHEREAS the Minister in the discharge of his public duties is desirous of stimulating and expediting residential development in areas of need within Ontario, having particular regard to the housing requirements of low and moderate income families;

AND WHEREAS the Area Municipality (hereinafter referred to as "the Municipality") has indicated its willingness to participate with the Minister in a program to encourage residential development in the area within its jurisdiction;

AND WHEREAS the Minister and the Municipality are prepared to take certain steps in each of their respective jurisdictions to facilitate the processing of approvals, registrations, issuance of permits to provide for such residential development;

AND WHEREAS the parties have agreed to enter into these presents to accomplish the objects aforementioned and to co-operate each with the other in the premises and in the manner on the terms hereinafter set forth.

AND WHEREAS the Minister has given draft plan approval to approximately 12,000 housing units in the City of Brampton.

AND WHEREAS on the 10th day of June, 1974, the Area Municipality did, by resolution, agree to release for development in 1974/75 approximately 5,000 housing units with an option of a further 5,000 units per year for the succeeding two years.

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the mutual covenants hereinafter contained, the Parties hereto do covenant and agree each with the other as follows:

1. The recitals hereinbefore set out shall form an integral part of this Agreement.
  
2. The expression "final approval" used in paragraphs 3 and 4 of this Agreement shall mean confirmation in writing by the Area Municipality that:
  - (a) (i) the conditions of draft plan approval required by the Minister, which are within the complete jurisdiction of the Area Municipality to control, have been met, or
  - (ii) those lands which do not require draft plan approval but which do require site plan approval or other municipal approval have been dealt with by each developer to the satisfaction of the Area Municipality.
  - (b) Any zoning changes which are required to conform to draft plan or site plan approval have been implemented by by-laws passed by the Council of the Area Municipality.
  
3. THE AREA MUNICIPALITY WILL:
  - (a) use its best efforts to give final approval to sufficient plans of subdivision to provide a maximum of 15,000 residential units, such final

approval to be given in the period between the date of this Agreement and 31st March, 1976;

- (b) following such final approval, use its best efforts to make available building permits for a maximum of 15,000 residential units within a three-year period commencing 1st April, 1975.

4. THE MINISTER WILL:

- (a) with due expedition process and endeavour to settle the plans of subdivision referred to in Clause 3 in accordance with the requirements of The Planning Act of Ontario and if he is satisfied with such plans will, in consultation and concert with the Municipality and such other authorities as may be necessary, use his best efforts to release for registration such plans; it being the intention of the Parties hereto that such releases for registration issue not later than the 30th June, 1976;
- (b) for a maximum of 15,000 residential units, pay grants to the Area Municipality for all units given final approval by the Area Municipality between the date of this Agreement and 31st March, 1976; such grants shall be payable as follows:
  - (i) for each unit marketed under the Ministry's H.O.M.E. Program, the sum of \$600.00;
  - (ii) for each unit which is marketed in accordance with an agreement between the Minister and each developer concerned and which meets the requirements of the income group under \$20,000, the sum of \$525.00;
  - (iii) for all other residential units, the sum of \$450.00 per unit.

R. J. [Signature]

5. IT IS UNDERSTOOD AND AGREED BY ALL PARTIES TO THIS AGREEMENT THAT:

(a) one-half of the amount of such grants shall be paid upon the request of the Area Municipality following:

- (i) delivery to the Minister by the Area Municipality and the Regional Municipality of Peel of letters of clearance which confirm that any required zoning by-laws have been approved by the Ontario Municipal Board and that all conditions of draft approval for the proposed subdivision have been met, or
- (ii) in the event that a plan of subdivision is not involved or required, confirmation by the Area Municipality that the developer has met all the requirements of the Area Municipality and any required zoning changes have been approved by the Ontario Municipal Board,

and the balance upon request of the Area Municipality following the issuance of a building permit in respect of each building for which the payment is requested, it being agreed that there shall be no time limit restricting the payment of such balance;

(b) the amount of such grants will at the request of either the Minister or the Area Municipality be reviewed jointly with the assistance of the Ministry of Treasury, Economics and Inter-governmental Affairs and if such review indicates that an adjustment of the grants is warranted, an adjustment will be made to reflect the difference between the actual revenue received by the Area Municipality from the residential units constructed under this Agreement and the actual costs of supplying services equal to those services supplied to other similar subdivisions.

*R.S.*  
*[Signature]*

6. Any party to this Agreement may require that any deed, grant, agreement, contract, assurance or other instrument in writing arising out of, or given, made or delivered pursuant to this Agreement shall contain such restrictive covenants or undertakings as may be reasonably necessary to enforce the provisions of this Agreement.

7. (a) The Parties in good faith and in the public interest co-operate with each other with a view to the expeditious achievement of the objects hereinbefore set forth and in the event of any uncertainty or dispute as to the meaning or application of any of the provisions of this Agreement each will promptly consult and negotiate with the others in the premises.

(b) Notwithstanding anything herein contained, if any party shall be delayed, hindered or prevented from performing or causing the performance, in time of any of the undertakings required of such party herein by reason of any matter beyond the reasonable ability of such party to control, then in any such case failure so to perform in time shall not be deemed a breach of this Agreement and the dates and times provided and stipulated in this Agreement for performance thereof shall be extended for a period of time equal to the period of such delay.

8. It is further understood and agreed that these presents shall extend to, be binding upon and enure to the benefit

*Handwritten initials/signature*

of all successors, administrators and assigns of each of the parties hereto respectively.

IN WITNESS WHEREOF the Parties hereunder set their hands and seals pursuant to lawful authorization so to do.

*Donald R. Lawrence*  
Minister of Housing

THE CORPORATION OF THE CITY OF BRAMPTON

*James E. Archibald*  
MAYOR

*Kenneth R. Richardson*  
CLERK

Certified a True Copy

*Richardson* Clerk  
Corporation of The  
City of Brampton