



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

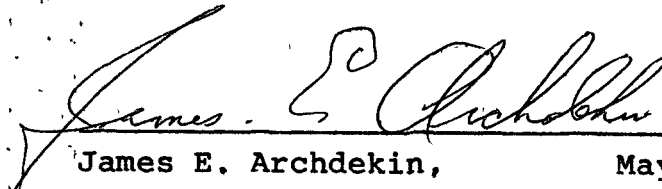
Number 33-76

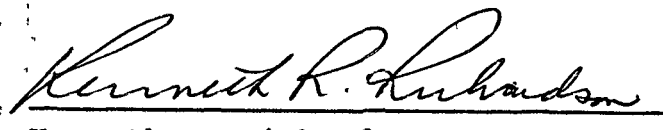
A By-law to authorize the execution of an Agreement with Mini-Skools Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.

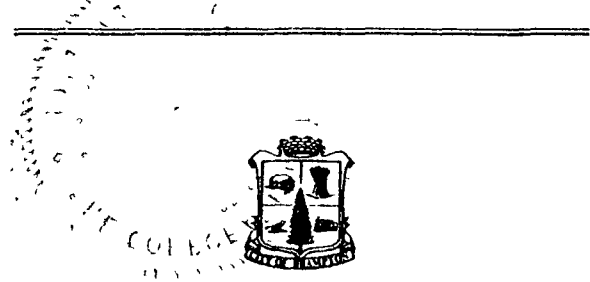
The Council of the Corporation of the City of Brampton ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Mini-Skools Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of February, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk



BY-LAW

No. 33-76

A By-law to authorize the execution of an Agreement with Mini-Skools Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.

[Faint, illegible handwritten notes and signatures in the right margin.]

MEMORANDUM OF AGREEMENT made in duplicate this
4th day of February 1976

B E T W E E N

MINI-SKOOLS LIMITED

hereinafter called the 'Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

WHEREAS the Owner warrants that it is the purchaser under a duly executed agreement to purchase the lands shown on a survey annexed hereto as Schedule "A" and further warrants that it is purchasing the said property free from all encumbrances;

AND WHEREAS the Owner has applied to the City for rezoning of the said lands and the City is of the opinion that such rezoning would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City taking the necessary steps to rezone the said lands, the parties hereto agree each with the other as follows:

SITE PLAN

1. The lands located on the north side of Church Street in the City of Brampton consisting of part of Lot 5 according to a plan registered in the Registry Office for the Registry Division of Peel (No. 43) as Plan Number BR-26 being a subdivision of part of Lot 6, Concession 1, East of Hurontario Street, shall be developed in accordance with the site plan annexed hereto as Schedule "A" to this agreement provided that the zoning by-law passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval and the Owner agrees that, within three months after the date on which the Ontario Municipal Board approval becomes final, all buildings presently in existence on the lands shown on Schedule "A" shall be demolished and all uses of the lands not in accordance with the zoning by-law and this agreement shall cease.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule "A" to those locations indicated on the said schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice and to the satisfaction of the City Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owner. The said lands shall be graded in a proper workman-like manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

3. The Owner shall use only such locations for access for construction purposes as the City Engineer may approve.

4. The Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and other material. The City Engineer may give the Owner twenty-four hours notice to remove and clean up any earth, mud or other material from such pavement and sidewalks and, in default, the City Engineer may cause such work to be done either by the City's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefor by the City Engineer.

5. The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Owner, its agents, servants, employees, subcontractors or material suppliers.

6. The final grade of the lands shall be so fixed to the satisfaction of the City Engineer that the surface water originating on or tributary to the said lands including the roof water from the building will be discharged into the trunk sewer system of the City in a manner satisfactory to the City Engineer and the Building and Zoning Co-ordinator. A storm sewer system shall be installed by the owner to the satisfaction of the City Engineer and including if necessary, controlled flow roof hoppers, a holding tank, a pump and any other equipment necessary for the satisfactory discharge of storm water and shall be connected to the trunk sewer system of the City at a point on an access road adjacent to the property as designated by the City Engineer.

7. Detailed grading and building plans for the lands shown on Schedule "A" will be filed by the Owner and be subject to the approval of the City Engineer and the Building and Zoning Co-ordinator prior to the issuance of a building permit.

8. The Owner shall sod and landscape the lands as shown on Schedule "A" hereto annexed to the satisfaction of the Director of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes, and all other things required by this agreement or by the City Engineer shall be carried out by the Owner at his own risk and expense, provided all work is to be done to the satisfaction of the owner of the utilities. Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns, that it will plant, preserve and maintain the planting as shown on Schedule "A". All existing trees to be retained (as shown on Schedule "A") shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with Schedule "A" shall be removed without the prior written approval of the City Director of Parks and Recreation.

9. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.
10. The Owner shall fence the boundary of the lands where indicated on Schedule "A" to the standard of the City.

OTHER APPROVALS

11. (a) The Owner shall enter into such arrangements as may be necessary with the Brampton Hydro Commission with respect to electrical distribution systems and necessary appurtenances to serve the lands and such other matters including the payment of levies as the said Commission shall require provided however that the electrical distribution system shall be underground. The City shall not be obligated to issue a building permit to the Owner until provided with confirmation that the arrangements referred to herein have been made to the satisfaction of the Brampton Hydro Commission.
- (b) The Owner shall enter into such arrangements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, water mains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands and any other matters including the payment of levies as the said Region shall require. The City shall not be obligated to issue a building permit to the Owner until provided with confirmation that the arrangements referred to in this paragraph have been completed to the satisfaction of the Regional Municipality of Peel. In the matter of arrangements relating to the provision of services and works, the Owner shall submit all engineering details for the approval and shall obtain the approval of the City Engineer before the commencement of any such works.

FINANCIAL

12. The Owner shall pay to the City prior to the issuance of any building permits, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount equal to four per cent (4%) of the total cost of the works required to be performed by this agreement to a maximum of three thousand, five hundred dollars (\$3,500.00) where the total cost of the works is less than one hundred thousand dollars (\$100,000.00); three and a half per cent (3½%) to a maximum of fifteen thousand dollars (\$15,000.00) of the works between one hundred thousand and five hundred thousand dollars (\$100,000.00 - \$500,000.00); and three per cent (3%) of the cost of the works in excess of five hundred thousand dollars (\$500,000.00). The minimum charge under this paragraph shall be six hundred dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

13. The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of this agreement by the Corporation of the City of Brampton.

14. Prior to the issuance of a building permit, the Owner agrees to provide the City with such security as may be required by the City Treasurer in a form satisfactory to the City Solicitor in an amount equal to one hundred per cent (100%) of the cost of such of the works to be performed as may be specified by the City Engineer and as estimated by him, to ensure the performance of such specified work.

- 7 -

GENERAL

15. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all of the by-laws of the City of Brampton.
16. The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.
17. At no cost to the City, the Owner shall convey unto the City, free of encumbrance, the lands required for the widening of Church Street as indicated on Schedule "A" to this agreement. The executed deed for the said lands shall be lodged with the City prior to the application for any building permit for the said lands.
18. The Owner agrees that no signs shall be placed on the said lands except for one identification sign not to exceed twelve square feet in area and to be non-illuminated.
19. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon them and upon their successors and assigns and shall be deemed appurtenant to the adjoining highway in the ownership of the City of Brampton.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

MINI-SKOOLS LIMITED:

Per: Herald Benning

THE CORPORATION OF THE CITY OF BRAMPTON:

Per: James E. Richardson
Mayor

Kenneth R. Richards
Clerk

AUTHORIZATION BY-LAW
NUMBER 43-76,
PASSED BY THE REGIONAL
COUNCIL ON THE 4th
DAY OF March, 1976.

THE REGIONAL MUNICIPALITY OF PEEL:

Per: D. H. Pann
Chairman

Richard H. West
Clerk

DATED 4th February 1976

BETWEEN

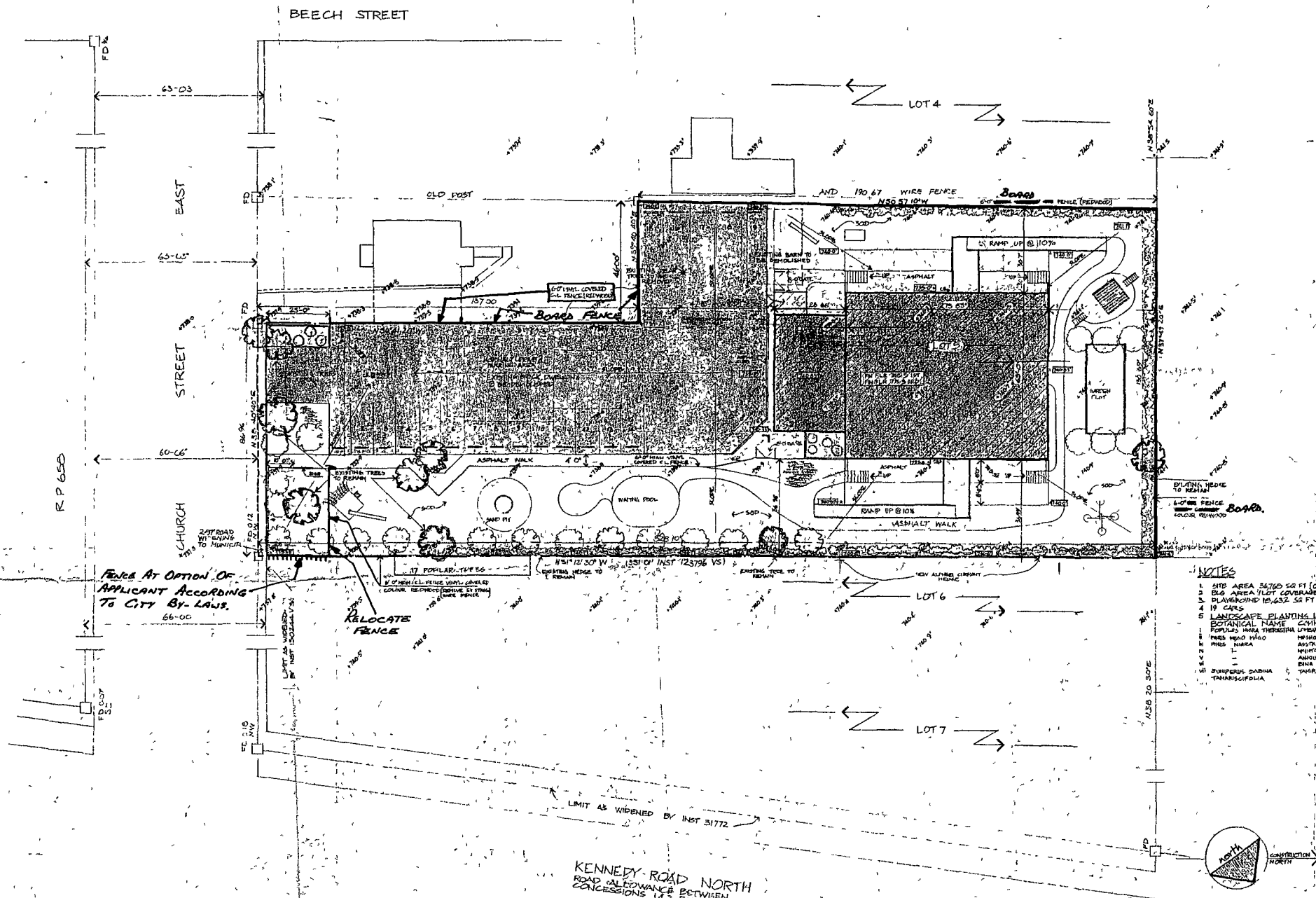
MINI-SKOOLES LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

A G R E E M E N T

JUDITH E. HENDY
CITY SOLICITOR
CITY OF BRAMPTON
24 QUEEN STREET EAST
BRAMPTON
ONTARIO
L6V 1A4



FENCE AT OPTION OF APPLICANT ACCORDING TO CITY BY-LAWS.

RELOCATE FENCE

KENNEDY ROAD NORTH ROAD ALLOWANCE BETWEEN CONCESSIONS 14.2 EHS

NOTES

- 1 SITE AREA 56760 SQ FT (0.55 ACRES)
 - 2 BLDG AREA (LOT COVERAGE 5931 SQ FT)
 - 3 PLAYGROUND 15632 SQ FT (REAR 12,500 SQ FT)
 - 4 19 CARS
 - 5 LANDSCAPE PLANTING LIST
- | BOTANICAL NAME | COMMON NAME | SIZE | NUMBER |
|----------------|-------------|----------|--------|
| POPULUS TREX | POPCALAR | 12'-15' | 4 |
| FRAXINUS | ASH | 12'-15' | 4 |
| QUERCUS | OAK | 12'-15' | 4 |
| SPYRAEUS | SPYR | 12'-15' | 4 |
| HYDRANGEA | HYDRANGEA | 4'-5'-8' | 4 |
| PRUNUS | PRUNUS | 4'-5'-8' | 4 |
| SPYRAEUS | SPYR | 12'-15' | 4 |
| QUERCUS | OAK | 12'-15' | 4 |
| FRAXINUS | ASH | 12'-15' | 4 |
| POPULUS | POPCALAR | 12'-15' | 4 |

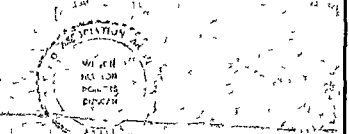
- 3 BUILDING COVERAGE & SETBACKS 6-75
- 2 BUILDING COVERAGE TO COMPLY WITH FLOOR PLANS 1.5-75

NO.	REVISIONS	BY	DATE
1	REVISIONS		

The contractor shall check all dimensions and other data from the job and report any discrepancies to the architect before proceeding.

Drawing Title: PROPOSED SITE DEVELOPMENT PLAN

Project Title: MINI SKOOL 176 CHURCH ST. EAST BRAMPTON



SCHEDULE A

Wilson Newton Roberts Moody Duncan
Architects Planners
698 YONGE STREET TORONTO 5 CANADA

Approved	Checked	Drawn By
		D.M.
Scale	Date	File No.
1" = 20'-0"	10-5-75	74 546
Drawing Number	Revision Number	
A1	3	