

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 43-75

A By-law to authorize the execution of
an agreement with Bramalea Consolidated
Developments Limited.


WHEREAS it is deemed expedient to enter into and execute an agreement with Bramalea Consolidated Developments Limited.


NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

1. That the City of Brampton enter into and execute an agreement, attached hereto as Schedule "A", with Bramalea Consolidated Developments Limited
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said agreement, attached hereto as Schedule "A", with Bramalea Consolidated Developments Limited.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council

this 24th day of March, 1975


JAMES E. ARCHDEKIN, Mayor


KENNETH R. RICHARDSON, Clerk

THIS AGREEMENT made this 19th day of March, 1975

B E T W E E N:

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE FIRST PART;

- and -

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

hereinafter called "Bramalea"

OF THE SECOND PART.

WHEREAS the purpose of this agreement is to provide for the construction of public services at Bramalea's expense within a proposed road allowance hereinafter described and the dedication thereof to the City;

AND WHEREAS the said proposed road allowance is located in Registered Plan No. 977, Township of Chinguacousy now in the City of Brampton and more particularly described as Part 1 on plans of survey on deposit in the Land Registry Office for the Registry Division of Peel (No. 43) as number 43R2956 (hereinafter called the "road").

NOW THEREFORE this agreement witnesseth that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the City to Bramalea (the receipt whereof is hereby acknowledged) and in consideration of the premises and of the mutual covenants herein contained, the parties hereby mutually covenant, promise and agree each with the other as follows:

1. Bramalea covenants and agrees within 30 days from execution of this agreement to grant the road unto the City free of encumbrance at no cost to the City.
2. Bramalea further agrees as soon as possible to commence construction of the road and the installation of such public services thereunder as may be required by the City Engineer and the Commissioner

of Works for the Regional Municipality of Peel. Such construction and installation shall be carried out under the supervision and subject to the inspection of the said City Engineer and Commissioner of Works: It is understood that all such services shall be according to specifications contained within an Agreement between Bramalea and the Township of Chinguacousy dated the 20th day of November, 1972 and known as the "Industrial #7 Agreement", (hereinafter called the "Agreement").

3. Bramalea agrees to pay to the City within 30 days of the execution of this agreement three percent (3%) of the costs of the services which are the City's responsibility and to the Region three percent (3%) of the cost of the services which are the Region's responsibility all of which costs are estimated in Schedule "A" hereto.
4. Bramalea agrees to be responsible for maintenance of the said services for the term and in accordance with the Agreement.
5. Bramalea agrees prior to commencement of any part or the whole of the said work to obtain such approvals as may be necessary from the Regional Municipality of Peel, the City and the Ministry of the Environment.
6. The City covenants and agrees to issue building permits for lands served by the roads upon execution of this agreement subject to the provisions of the Building and Zoning By-laws of the City.
7. This agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto
affixed their corporate seals under the hands of their proper
officers duly authorized in that behalf on the day and year
first above written.

THE CORPORATION OF THE CITY
OF BRAMPTON

Per: James E. Archibald

Per: Kenneth A. Richardson

BRAMALEA CONSOLIDATED
DEVELOPMENTS LIMITED

Per: Mauro Smith

Per: James Field

SCHEDULE A

To the Agreement dated March 19, 1975 .

Estimate Cost of Works

A. Regional Municipality of Peel

(a) <u>Sanitary Sewers</u>	
620 l.f. of 10" dia. @ \$15.00 per ft.	\$ 9,300.00
3 manholes @ \$950.00 each	\$ 2,850.00
50 l.f. of 10" dia. service connection @ \$15.00 per ft.	\$ <u>750.00</u>
	\$12,900.00
(b) <u>Watermain</u>	
615 l.f. 10" dia. @ \$14.00	\$ 8,610.00
135 l.f. 8" dia. @ \$12.00	\$ 1,620.00
15 l.f. 4" dia. @ \$7.00	\$ 105.00
Connection to existing watermain - L.S.	\$ 500.00
2 hydrants @ \$1,000.00 each	\$ 2,000.00
1 No. 10" valve and valve box @ \$700.00	\$ 700.00
1 No. 8" valve and valve box @ \$500.00	\$ 500.00
1 No. 4" valve and valve box @ \$180.00	\$ <u>180.00</u>
	\$14,215.00
Sub-Total \$27,115.00

B. Corporation of the City of Brampton

(a) <u>Storm Sewers</u>	
310 l.f. 27" dia. @ \$22.00	\$ 6,820.00
300 l.f. 33" dia. @ \$26.00	\$ 7,800.00
3 manholes @ \$850.00 each	\$ 2,550.00
70 l.f. 24" dia. @ \$20.00	\$ <u>1,400.00</u>
	\$18,570.00
(b) <u>Roads</u>	
Street grading 680 l.f. @ \$8.00	\$ 5,440.00
12" Granular B 3,600 s.q. @ \$1.80	\$ 6,480.00
6" Granular A 3,200 s.q. @ \$1.00	\$ 3,200.00
4" Asphalt 3,200 s.y. @ \$3.65	\$11,680.00
Curb 1,480 l.f. @ \$4.40	\$ 6,512.00
Remove existing curb 145 l.f. @ \$20.00	\$ 290.00
3 single C.B. @ \$500.00 each	\$ 1,500.00
1 double C.B. @ \$700.00 each	\$ <u>700.00</u>
	\$35,802.00
Sub Total \$54,372.00
TOTAL	... <u>\$81,487.00</u>