



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 66-76

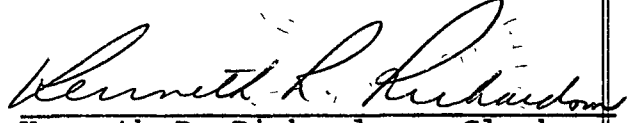
To authorize the execution of an Agreement between R. Wylie, The Corporation of the City of Brampton, and The Regional Municipality of Peel.

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 R. Wylie, 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 8th day of March, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

PASSED March 8, 19 76

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# BY-LAW

No. 66-76

To authorize the execution of an Agreement between R. Wylie, The Corporation of the City of Brampton and The Regional Municipality of Peel.



The Corporation Of The  
**City Of Brampton**

OFFICE OF THE SENIOR ADMINISTRATIVE OFFICER

April 20, 1976

Regional Municipality of Peel  
150 Central Park Drive  
Bramalea, Ontario

Attention: C. McC. Henderson, Chief Administrative Officer

Dear Sir:

Re: Development Agreement - R. Wylie

I acknowledge with thanks your letter dated April 2nd, 1976 together with 6 copies of the development agreement. It is agreed that the City will not issue a building permit until we have confirmation from the Region that the provisions of Clause 6 of that agreement have been complied with.

I believe that Mr. Wylie has been in contact with the Region regarding the requirements of Clause 6 and I believe he may have received some correspondence indicating that the requirements had been carried out satisfactorily. Perhaps you might be good enough to arrange for confirmation to be sent to the City that the provisions of the Clause have been complied with in a manner satisfactory to the Region.

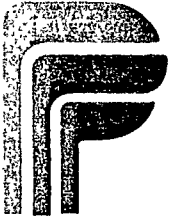
I appreciate your help in resolving this matter.

Yours very truly,

THE CORPORATION OF THE CITY OF BRAMPTON

  
J. Galway  
Senior Administrative Officer

JG:dc



Region of Peel

The Regional Municipality of Peel  
150 CENTRAL PARK DRIVE  
BRAMALEA, ONTARIO L6T 2V1  
TELEPHONE (416) 457-9400

April 9, 1976  
File: General

City of Brampton  
24 Queen Street East,  
Brampton, Ontario.

Attention: Mr. A. MacDonald,  
Urban Development Officer

Dear Sir:

Re: Water and Sewer Connections  
25 Chapel Street,  
Brampton.

Kindly be advised that this department has received the necessary applications and payments for the installation of water, storm and sanitary services at the above mentioned property.

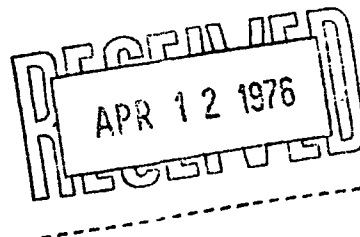
Application and payment was made by Wylie Construction 106 Railroad Street, Brampton, April 7, 1976.

Yours truly,

W. J. Anderson, P. Eng.,  
Commissioner of Public Works.

CP: mh

*O.C.  
Copy to Mr. Galloway  
for Wylie file.*



2nd April, 1976.

Mr. J. Galway,  
Senior Administrative Officer,  
City of Brampton,  
24 Queen Street East,  
Brampton, Ontario.  
L6V 1A4

Dear Sir:            Re: Development Agreement - R. Wylie,  
                               Your File No.: PL.3.104-75

In accordance with out telephone conversation and in keeping with the advice contained in my letter of today's date to Mr. R. Wylie, I am returning herewith six (6) copies of the Development Agreement related to the proposed development of Mr. R. Wylie. Clause 5 thereof, as of now, would appear to be inappropriate and Clause 6 thereof would appear to cover any other matters which might be of concern to the Region. So long as we can have your Undertaking that no building permit will be issued until you have confirmation from the Region that the provisions thereof (of Clause 6) have been complied with, it seems to me that there is no need for the Regional Municipality of Peel to be a party to this Agreement.

Yours very truly,

C. McC. Henderson,  
Chief Administrative Officer.

CMcCH/jalf  
Encs.

cc: R. L. Frost  
W. J. Anderson  
K. Richardson

RECEIVED
DATE <i>April 6/76</i>
R <i>5489</i>
FILE <i>PL. 3.104-75</i>
CLERKS DEPT.

MEMORANDUM OF AGREEMENT made in duplicate this

*26th* day of *March* 1976.

B E T W E E N :

R. WYLIE

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 he is the Owner of the lands shown on Schedule "A" annexed hereto;

AND WHEREAS the Owner made application to the City to amend the zoning by-laws governing the said lands to permit the erection of one single family dwelling house on the said lands;

AND WHEREAS the City deems that it would not be proper and in the public interest to grant the said rezoning

unless the matters and conditions hereinafter set out are provided for;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) paid by the City to the Owner, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter set out, the parties hereto agree as follows:

1. The Owner shall be permitted to erect a single family dwelling on the lands shown on Schedule "A" provided that the zoning by-law to be passed by the City of Brampton for that purpose receives Ontario Municipal Board approval.
2. The Owner agrees to convey, free of all encumbrance, the north-easterly eight feet (8'0") of the lands shown on Schedule "A" to the City of Brampton for the purpose of widening Chapel Street.
3. It is understood and agreed between the parties hereto that no building permit will be granted for any dwelling unit on the lands unless and until the road widening provided for in paragraph 2 hereof is conveyed to the City and a levy in the amount of One Thousand Two Hundred and Eighteen Dollars (\$1,218.00) effective 1st January 1974 to be adjusted twice yearly in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of 30th January and 30th July of each year prior to the time at which payment of the levy is made, is paid in respect of the said dwelling unit.

4.

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 in a manner satisfactory to the City Engineer and the City Building and Zoning Co-ordinator.

The Owner agrees to pay Regional levies in accordance with the following policy: Regional impost charges in the amount of \$150 per capita effective 1st January 1974 to be adjusted twice yearly in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year, shall be assessed on all residential development with exceptions only as set out herein. Where there is no per capita unit of measurement for the various types of dwelling unit available from the area municipality concerned, the following amounts will apply, both subject to adjustment in accordance with the Southam Index as detailed above:

\$650 per dwelling unit of single family; semi-detached; townhouse; and low-rise multiple type residential development.

\$375 per dwelling unit in apartment type residential development.

Such levies shall be paid at the same time and on the same basis as the area municipality levies are paid and the area municipality is authorized to collect a cheque payable to the Regional Municipality of Peel for such regional levies for remittance to the Region within ten days of receipt of same.



6. The Owner shall enter into such agreements 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 the necessary valves and appurtenances to service the lands and other matters as the said Region may require. The City shall not issue a building permit for any dwelling unit on the said lands until provided with confirmation from the Region of Peel that the provisions of this paragraph have been complied with.

7. The Owner agrees that cash in lieu of parkland in the amount of Nine Hundred Dollars (\$900.00) shall be paid to the City prior to the issuance of any building permit for the lands shown on Schedule "A" annexed hereto.

8. The Owner agrees that the proposed dwelling unit will be sited in such a manner as to preserve all possible trees presently existing on the site and the Owner agrees that all existing trees to be retained must be fenced and protected during construction and no existing tree shall be removed without prior approval in writing from the City Parks and Recreation Director.

9. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon him and upon his successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or the Region of Peel.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the City of Brampton has caused to be affixed its corporate seal attested by the hands of its proper officers duly authorized in that regard.

SIGNED, SEALED )  
AND DELIVERED )  
in the presence of )

K. Richardson )

R. S. Wylie  
R. WYLIE

THE CORPORATION OF THE CITY OF BRAMPTON

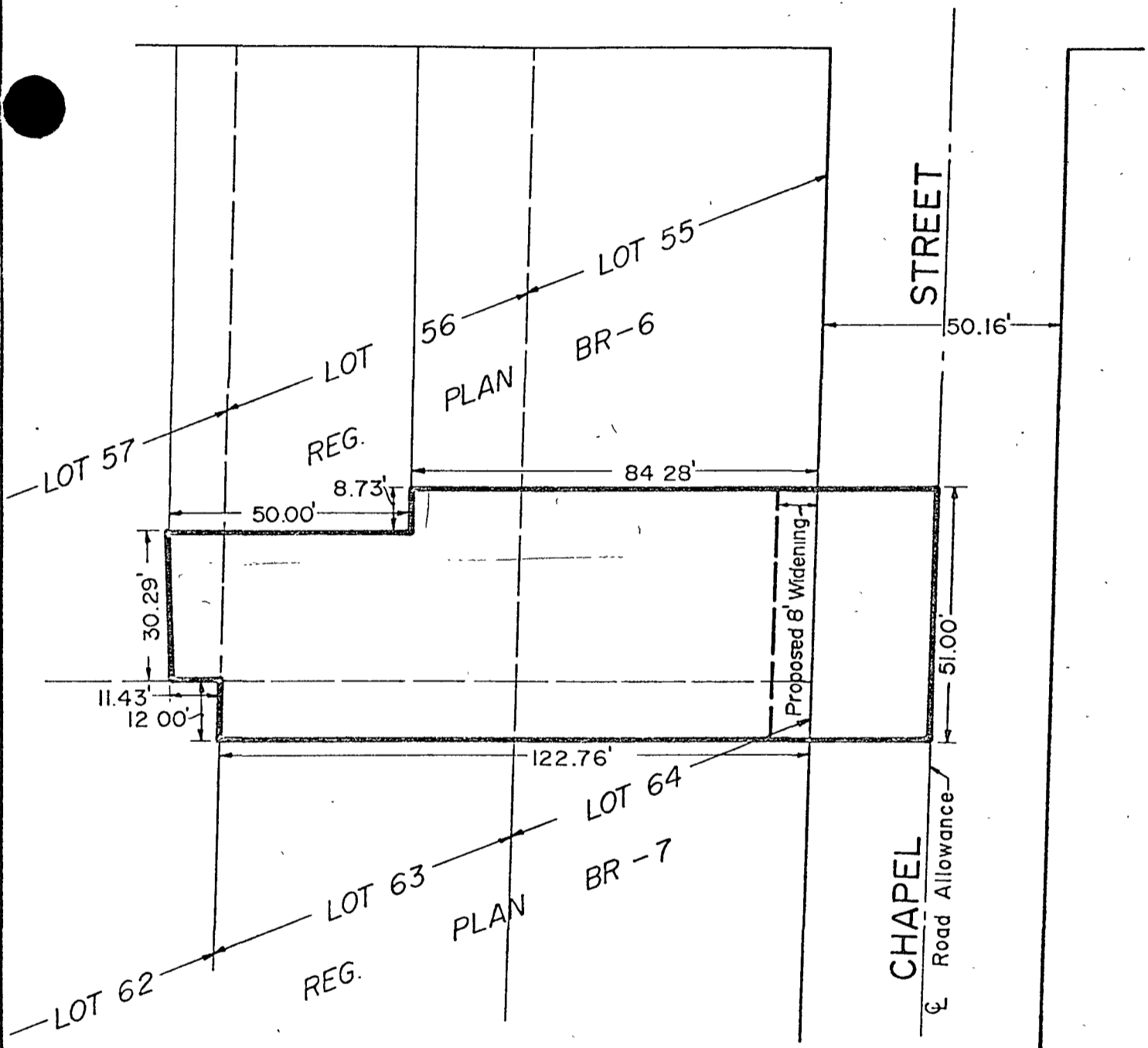
James E. Archdekin  
JAMES E. ARCHDEKIN MAYOR

Kenneth R. Richardson  
KENNETH R. RICHARDSON CLERK

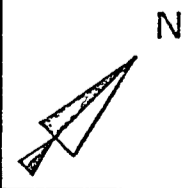
THE REGIONAL MUNICIPALITY OF PEEL

\_\_\_\_\_  
\_\_\_\_\_

JOHN STREET

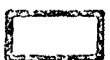


CITY OF BRAMPTON  
SCHEDULE 'A'

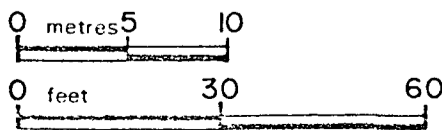


Drawn	m.o.
Date	October 15/75
File No.	CIE5.10
Dwg No.	A

Legend

 Boundary of Application

Scale



CITY OF  
**BRAMPTON**  
PLANNING  
DEPARTMENT

DATED

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R. WYLIE

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

---

A G R E E M E N T

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