



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

88-78

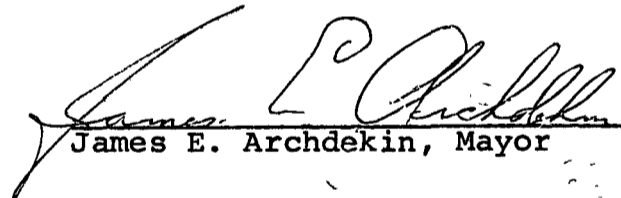
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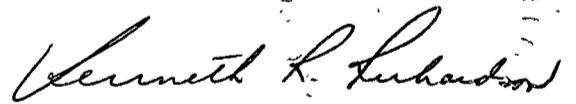
A By-law to authorize the execution of an Agreement between Peel Non-Profit Housing Corporation, The Corporation of the City of Brampton and The Regional Municipality of Peel.

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 Peel Non-Profit Housing Corporation, 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 24th day of April, 1978.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 24th
day of APRIL, 1978.

B E T W E E N :

PEEL NON-PROFIT HOUSING CORPORATION

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

~~A N D~~

~~_____~~

~~_____~~

WHEREAS the Owner warrants that it is the owner of
the lands shown on a survey annexed hereto as Schedule "A" ~~_____~~

~~_____~~
~~_____~~

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:

1. Site Plan The lands located at the southwest corner of Knightsbridge Road and Central Park Drive in the City of Brampton described as Part of the East Half of Lot 5, Concession 4, East of Hurontario Street, and designated on Schedule "A" annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement, provided that the zoning by-laws to be passed by the City of Brampton to permit the proposed development receive Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. Ingress & egress The Owner shall restrict the means of vehicular ingress and egress to and from the lands shown on Schedule "A" to those locations indicated on the said Schedule. 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 workmanlike manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

3. Emer-gency Access Routes The Owner shall construct all emergency access routes in locations as shown on Schedule "A" and such emergency access routes shall be constructed of lockstone, turfstone or other similar material approved by the Director of Parks and Recreation and the City Engineer.

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

5. Clean Site During construction the Owner agrees to employ and keep employed sufficient number of sweepers or workman or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and mud. The City Engineer may give the Owner twenty-four hours notice to remove and clean up any earth and mud 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 contractors and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the City Engineer.

6. The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees, subcontractors or material suppliers.

Con-
struc-
tion

7. 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 buildings, will be discharged in a manner satisfactory to the City Engineer. A system of storm water sewers shall be installed by the Owner to the satisfaction of the City Engineer and the City Building and Zoning Co-ordinator 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.

Storm
Drain-
age

8. Detailed grading, building and landscaping plans for the lands and the buildings to be built by the Owner will be filed by the Owner and be subject to the approval of the City Engineer, the Director of Parks & Recreation, and the Building and Zoning Co-ordinator prior to the issuance of any building permits. Such plans shall include detailed specifications of all recreational facilities to be provided by the Owner on the lands and the Owner agrees to construct and furnish all such recreational facilities in accordance with specifications to be approved by the City Engineer, the Director of Parks & Recreation, and the Building and Zoning Co-ordinator. The Owner shall sod and landscape the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director of Parks & 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

Grading,
Building,
& Land-
scaping
Plans

Engineer shall be carried out by the Owner at its 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 plantings as shown on the landscape plan including the boulevard areas on Central Park Drive and Knightsbridge Road. All existing trees within the boundaries of the plan or on adjacent road allowances are to be retained and protected in accordance with the approved landscape plan. No existing trees are to be removed unless so specified for removal on the approved landscape plan. All trees to be retained are to be fenced around the outside drip line of each tree in a manner approved by the Director of Parks & Recreation and as specified on the landscape plan. Protective tree fencing is to be constructed prior to any works being carried out within the plan and maintained for the entire period of development or construction. Underground or overhead services shall not be located in a manner that may affect the preservation of existing trees and such service locations shall be indicated on the landscape plan. The Owner agrees that all landscaping and the construction and furnishing of recreational facilities to be built by the Owner in accordance with the approved landscape plan shall be completed within twelve months after the issuance of the first occupancy permit unless the time for completion is extended by notice in writing given by the Director of Parks & Recreation.

9.

fencing

The Owner shall fence the boundary of the lands on Schedule "A" as and where required by the Director of Parks and Recreation and the location and type of fencing shall be indicated on the landscaping plans to be approved by the Director of Parks and Recreation and all fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the City, fencing can be required prior to the first occupancy.

10.

Occu-
pancy

The Owner covenants that it will not permit the occupancy of any building or parts thereof hereafter erected on the said lands until the "basic services" (hereinafter defined as internal sanitary sewers, internal watermains, internal storm sewers, service connections, plumbing) and parking areas and private driveways complete with curbs and base course asphalt are available to serve the building units and the Building and Zoning Co-ordinator has certified that the said "basic services" have been properly installed, connected and approved and the necessary occupancy permit as required by the City Building By-law has been issued. The City Engineer, may, in his sole discretion, upon request from the Owner, authorize the Building and Zoning Co-ordinator to issue occupancy permits prior to the completion of the parking area and driveway, provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit have been complied with.

11.

The Owner agrees that the land for the elderly persons recreation centre as indicated on Schedule 'A' will be conveyed free of encumbrances to the City of Brampton at a nominal cost and that the City of Brampton shall be entitled to erect only an elderly persons and community recreation centre on the said lands when the necessary funds are available and the City of Brampton deems it advisable to proceed with the construction; provided that in the event construction has not commenced within three (3) years of the date of registration of the transfer, the Owner may require the City of Brampton to reconvey the lands at a nominal cost.

12.

The Owner shall enter into an agreement with the Regional Municipality of Peel with respect to the using of sixteen (16) parking spaces at the parking area of the day care centre abutting and lying to the west of the lands shown on Schedule 'A'. These spaces shall be marked for the use of the residents of the Senior Citizens Housing by the Owner. The City shall not issue any building permits until provided with confirmation from the Region that the agreement provided for by this clause has been entered into.

The City hereby authorizes the Owner to use seven (7) parking spaces on the parking lot of the Civic Centre Complex across Knightsbridge Road to the north of the lands shown on Schedule "A". These spaces shall be designated by the City and shall be marked and assigned to the residents of the senior citizens housing by the Owner.

13.

x
abi-
liza-
tion
Levy

Recognizing the tax impact of new development on the taxes on existing properties in the City of Brampton, the Owner agrees that in addition to all other levies provided for by this agreement the Owner will pay to the City a levy with respect to all residential units calculated as follows:

- (i) with respect to block townhouses or apartment buildings the sum of Six Hundred Dollars (\$600.00) for each residential unit contained therein.
- (ii) with respect to street townhouses the sum of Five Hundred and Twenty-five Dollars (\$525.00) for each residential unit contained therein.
- (iii) with respect to single family or semi-detached buildings and all other buildings the sum of Four Hundred and Fifty Dollars (\$450.00) for each residential unit contained therein.

Such additional levies shall be paid with respect to all residential units contained in each building prior to the issuance of a building permit.

The above levy is effective 1st January 1977 and is to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southan Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

OTHER APPROVALS

14. The Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands, regional roads and necessary improvements thereto, and other matters as the said Region may require. The City shall not issue any building permits until provided with confirmation from the Region that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

15. Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands, with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including the payment of levies as the said authority shall require, provided however, that the electrical distribution system shall be underground. The City shall not be obligated to issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

FINANCIAL

16. The Owner agrees to pay all arrears of taxes outstanding against the property before the execution of this agreement by the City.

17. The Owner covenants and agrees to pay to the City the following development levies:

(a) the sum of \$1,218 in respect of each dwelling unit in a single family, semi-detached or townhouse building or any multiple residential building not exceeding three storeys in height;

- (b) the sum of \$1,037 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;
- (c) the sum of \$700 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and
- (d) the sum of \$588 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

The development levies provided for herein shall be paid at the following times:

- (i) at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a single-family or semi-detached building, whichever is the sooner;
- (ii) at the time of issuance of a building permit in respect of each dwelling unit other than a single-family or semi-detached building.

The above development levies are effective 1st January 1974 and are to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

18.

Regional
Levies

The Owner agrees to pay Regional levies in accordance with the following policy:

\$1,300.00 per dwelling unit of a single family, semi-detached, townhouse and other form of low-rise multiple residential development other than apartment dwellings.

For apartment type residential development:

\$600.00 per dwelling unit under 900 square feet in area;

\$900.00 per dwelling unit having an area from 900 to 1,150 square feet;

\$1,200.00 per dwelling unit over 1,150 square feet in area.

The above levies shall be effective 1st January 1974 and be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year. 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.

In addition to all other payments and levies provided for herein, the Owner agrees to pay a road and bridge improvement levy in the amount of Two Hundred and Sixty Dollars (\$260.00) per unit for single family, semi-detached and townhouse units and One Hundred and Sixty Dollars (\$160.00) per unit for all other types of dwelling units. These levies are to be increased or decreased in direct relationship to the Composite Component of the Southam Construction Index (Ontario

Road &
Bridge
Levies

Series) with the base to be as of 15 January 1976 with review based on the latest Index reflecting construction costs as of January 15 of each year while construction on the land proceeds. The amount of each such levy shall be fixed as at the time of payment of such levy in respect of the use for which the said levy is paid.

These levies shall be paid as follows:

- (a) at the time of conveyance of each single family or semi-detached lot or the issuance of a building permit, whichever is the sooner, in respect of a dwelling unit in a single family or semi-detached building; and
- (b) at the time of issuance of building permits in respect of each dwelling unit in other than a single family or semi-detached building.

Where an arterial road runs through the lands contained within the plan of subdivision, the Owner shall construct two lanes to the arterial road in accordance with the City's specifications and the Owner shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required from the Owner, then the Owner will be reimbursed for the difference.

The levies required under this agreement may be changed from time to time by resolution of the Councils of the City or of the Region provided that in no event shall any such changes in the levies of either the City or the Region take effect with respect to the development covered by this agreement earlier than two full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement. The Owner agrees that, after the aforesaid two year period, any resolution of City or Regional Council altering the

20.
anges
Levies

aforesaid levies shall be deemed to automatically amend this agreement and the City and the Region agree that copies of any such resolutions shall be made available to the owner upon request.

21.

Adminis-
tration
Fees

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 Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

22.

Archi-
tectural
Control
Commit-
tee

The Owner and the City shall establish an "Architectural Control Committee", hereinafter called the "Committee", consisting of three members. The Committee members shall be appointed as follows:

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

The architectural aspects of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Owner shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee; one of whom shall be the member appointed by the City Council.

23.

Building
Manage-
ment

The Owner acknowledges that the application for rezoning of the lands shown on Schedule "A" was made with the specific intent that the lands would be developed and maintained with residential units and a recreation centre and that the residential units would be maintained on a rental basis for senior citizens purposes.

24. /
By-laws

Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

25.

~~_____~~
~~_____ and agree that in the event that the land~~
~~_____ in the said Mortgage _____~~
~~_____~~
~~_____~~

26. /
Successors
and
Assigns

The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its 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.

27. /
Regis-
tration

The Owner agrees that this agreement may be registered against Part of the East Half of Lot 5, Concession 4, E.H.S.

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.

PEEL NON-PROFIT HOUSING CORPORATION

AUTHORIZED FOR EXECUTION BY
RESOLUTION #78-77B PASSED ON
APRIL 13, 1978.

[Signature]

PRESIDENT

[Signature]

SECRETARY.

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]

JAMES E. ARCHDEKIN MAYOR

[Signature]

KENNETH R. RICHARDSON CLERK

THE REGIONAL MUNICIPALITY OF PEEL

[Signature]

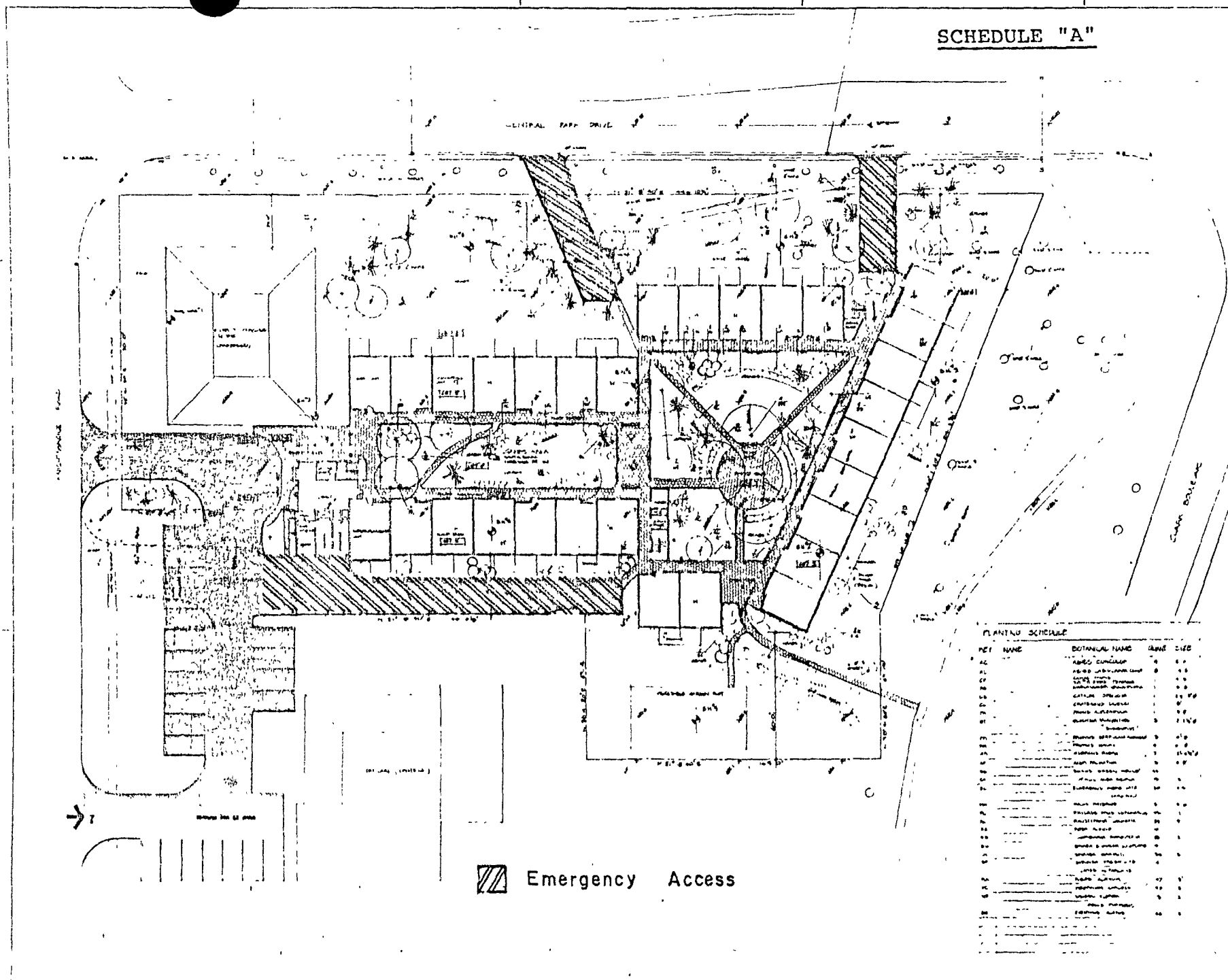
CHAIRMAN


[Signature]

CLERK.

AUTHORIZATION BY-LAW
NUMBER.....70-78.....
PASSED BY THE REGIONAL
COUNCIL ON THE...27^x.....
DAY OF...APRIL.....1978.....

SCHEDULE "A"



 Emergency Access

PLANTING SCHEDULE

NO.	PLANT NAME	BOTANICAL NAME	QTY	SIZE
01
02
03
04
05
06
07
08
09
10
11
12
13
14
15
16
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25
26
27
28
29
30

DATE: ...
 DRAWN BY: ...
 CHECKED BY: ...
 APPROVED BY: ...

LEGEND:
 ○ LANDSCAPE TREE
 ○ PLANTING IN TOTAL
 ○ PLANTING FOR GREENING

DUNLOP LANDSCAPE ARCHITECTS

FRAMALEA CITIZENS' RESIDENCE

Scale: 1:100
 Date: ...
 Sheet: A1

DATED: April 24, 1978

PEEL NON-PROFIT
HOUSING CORPORATION

AND

THE CORPORATION OF
THE CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

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

LEGAL DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City of Brampton in the Regional Municipality of Peel (formerly in the Township of Chinguacousy in the County of Peel), and being composed of Part of Lot 5, in the Fourth Concession, East of Hurontario Street and Part of Block Q, Registered Plan 688, and being described as Part 1 on a Plan of Survey deposited in the Land Registry Office in the Registry Division of Peel (No. 43) as Number 43R-897.

To The Registrar of the Registry Division of

J. John G. Metras of the Town of Thornbury,

in the County of Grey,

hereby deposit with you and require you to take into your custody, pursuant to Part II of The Registry Act, the following documents:—

Description of Documents	Names of all Parties	Any other particulars or subject of certificate, affidavit, etc.	Lands in this Registry Division to which Documents relate
Agreement	PEEL NON-PROFIT HOUSING CORPORATION, THE CORPORATION OF THE CITY OF BRAMPTON AND THE REGIONAL MUNICIPALITY OF PEEL		Part of the East Half of Lot 5, Concession 4, East of Hurontario S Street, in the City of Brampton in the Regional Municipality of Peel, formerly in the Township of Ching-uacousy in the County of Peel, and more particularly described in Schedule "B" attached hereto.

UP TO TEN DOCUMENTS MAY BE FIRMLY ATTACHED TO THIS REQUISITION.

Dated May 8, 1978

Signature  John G. Metras
The Corporation of the City of Brampton,

Address 24 Queen Street East, Brampton, Ontario.

Occupation City Solicitor.

Dated May 8, 1978

488906

In the Matter of the Title to

1978 SEP 8 PM 3 31

Part of Lot No. 5

~~Block~~ Concession No. 4

Municipality Peel

Deposit

Newsome and Gilbert, Limited, Toronto

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

Deposit No:
Registry, Division of Peel (No. 43)
The documents herein mentioned were deposited

3.31 PM
SEP 08 1978 in the

Land
Registry Office
at Brampton,
Ontario:

Nora Porter
LAND REGISTRAR

PASSED April 24 1978



BY-LAW

No. 88-78

A By-law to authorize the execution of an Agreement between Peel Non-Profit Housing Corporation, The Corporation of the City of Brampton and The Regional Municipality of Peel.