



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 113-77

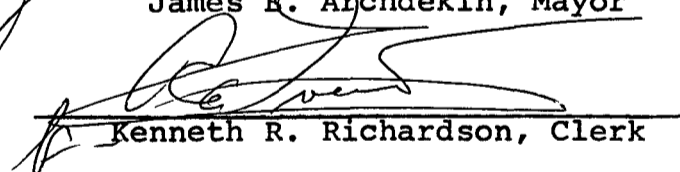
A By-law to authorize the execution of an Agreement between Holland Christian Homes Incorporated, The Corporation of the City of Brampton and the Regional Municipality of Peel.

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

That the Mayor and Clerk are hereby authorized to execute an Agreement between Holland Christian Homes Incorporated, 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 May, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

The Registry Act

DECLARATION UNDER SECTION 23 OF THE ACT

I, LASZLO C. PANDY-SZEKERES

of the

City of Brampton

, do solemnly

declare that I am the solicitor for a party to an agreement

dated May 24th, 1977, made between

HOLLAND CHRISTIAN HOMES INC.,

THE CORPORATION OF THE CITY OF BRAMPTON,

AND THE REGIONAL MUNICIPALITY OF PEEL

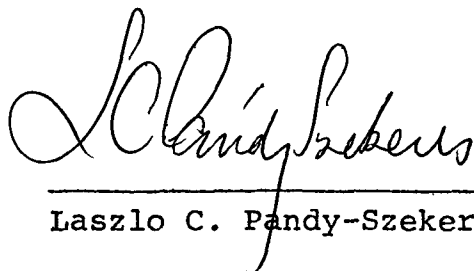
which does not contain a legal description and


which affects the following lands:

The land situated in the City of Brampton, Regional Municipality of Peel (formerly in the Township of Toronto, County of Peel) and being composed of those parts of the East half of Lot 15, Concession 2, West of Hurontario Street, shown as Parts 2 and 3 on a reference plan deposited in the Land Registry Office for the Registry Division of Peel (No. 43) as number 43R-5675, but not including those parts shown as Parts 1 and 2 on a reference plan deposited in the said Land Registry Office as number 43R-5876.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me at the
City of Brampton
in the Regional
Municipality
of Peel
this 22nd day of March
1979.


Laszlo C. Pandy-Szekeres


A Commissioner, etc.

ROBERT D TUFTS, a Commissioner, etc.,
Judicial District of Peel, for The
Corporation of the City of Brampton.
Expires May 24th, 1979.

MEMORANDUM OF AGREEMENT made in duplicate this 24th
day of MAY, 1977.

B E T W E E N :

HOLLAND CHRISTIAN HOMES INC.
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 there are no
mortgagees of the said lands;

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.

(a) The lands located on the west side of McLaughlin Road and south of Steeles Avenue described as Part of the East Half of Lot 15, Concession 2, West 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.

(b) Phase 1 as indicated on Schedule "A" shall be zoned for immediate development and the balance of the lands shall be zoned with a holding designation to prevent their development until such time as agreements satisfactory to the City of Brampton and the Regional Municipality of Peel have been entered into and until all necessary municipal services are available to service the said lands.

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

4. During construction the Owner agrees to employ and
Clean Site 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.

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

6. The final grade of the lands shall be so fixed to the
Storm Drain- satisfaction of the City Engineer that the surface water originating
age 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.

7. Detailed grading, building, and landscaping plans for
Grading the buildings and lands within Phase 1 will be filed by the Owner
Build- and be subject to the approval of the City Engineer, the Director
ing & of Parks and Recreation and the Building and Zoning Co-ordinator
Land- prior to the issuance of any building permits. Such plans shall
scap- include detailed specifications of all recreational facilities,
ing Plans to be provided on the lands in Phase 1, and the Owner agrees to

construct all such recreational facilities in accordance with specifications to be approved by the City Engineer, the Director of Parks and 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 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 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 area on McLaughlin Road. All existing trees to be retained (as shown on the landscape plan) shall be fenced and protected during construction. No existing trees other than those approved for removal in accordance with the landscape plan shall be removed without prior written approval of the City Director of Parks and Recreation. The Owner agrees that all landscaping and recreational facilities in Phase 1 in accordance with the approved landscaping plans shall be completed within twenty-four months following the first occupancy of any buildings on the lands shown on Schedule "A".

8.

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.

9. 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.

10. The Owner agrees that no building permits for buildings other than those within Phase 1 shall be granted until such time as a road to the south of the lands shown on Schedule "A" has been dedicated and constructed to the satisfaction of the City, including all necessary daylighting triangles and access is available to the south access point as indicated on the Schedule "A" and all other requirements of this agreement have been complied with.

11. The parties hereto agree that the maximum population on the whole of the lands shown on Schedule "A" when all phases have been developed shall not exceed a total of 400 persons.

OTHER APPROVALS

12. Prior to commencement of any works, 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.

13.

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.

Hydro
Services

14.

Prior to commencement of any works, the Owner agrees to prepare and carry out or cause to be carried out a detailed site plan acceptable to the conservation authority having jurisdiction in the area and the Ministry of Natural Resources for all natural water courses (contained within the plan). This site plan shall show the location of all buildings and structures, existing and final grades, site drainage, vegetation and landscaping, and necessary erosion control measures. The City shall not be obligated to issue any building permits until provided with confirmation from the conservation authority and Ministry that this requirement has been complied with.

Ministry
of
Natural
Resources
and Con-
serva-
tion Au-
thority
Approval

FINANCIAL

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

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

17.

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

Regional
Levies

\$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.

a) The special Fletcher's Creek Sanitary Sewer Capital Levy of \$300.00 per residential unit shall also be paid.

[Handwritten initials]

[Handwritten initials]

18.
Road &
Bridge
Levy

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 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.

19.

Changes
to levies

The levies set out in paragraphs 16, 17, and 18 of 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 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.

20.

Admini-
stra-
tion
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 four per cent (4%) of the total cost of the works to be performed on public property 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 cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$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 in proportion to the estimated costs of the works for which each of the City and the Region is responsible. In the event that the total cost of the works

cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan a deposit based on the estimated cost of the total works as approved by the Municipal Engineer and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of the work prior to the issuance of any building permits within the plan.

21.

O.H.A.P.
Grants
or
Equiva-
lent

No building permit shall be applied for by the Owner nor granted by the City until such time as one or more agreements have been entered into between the Ministry of Housing and the Owner relating to the application of the Ontario Housing Action Program to the lands and the construction and marketing of residential units under that program and the City has been provided with confirmation from the Ministry of Housing that the agreements provided for by this clause have been entered into or other arrangements satisfactory to the Ministry of Housing have been made. In the event that for any reason there are no grants available to the City of Brampton under the Ontario Housing Action Program with respect to any of the residential units to be erected pursuant to this agreement, then the Owner acknowledges that in addition to the levies provided for in this agreement, the Owner will pay to the City an additional levy with respect to all residential units not included in the Ontario Housing Action Program 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 townshouses, 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

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

22.

Cash
in lieu
of Park-
land
Dedica-
tion

The Owner agrees that in lieu of parkland dedication with respect to the units to be constructed on the lands shown on Schedule "A", the Owner shall make a cash contribution in the amount of Ninety Thousand Dollars (\$90,000.00) which relates to a maximum population of 400 on the site. The Owner agrees that Thirty-three Thousand Three Hundred Dollars (\$33,300.00) of the aforesaid Ninety Thousand Dollars (\$90,000.00) shall represent cash in lieu of parkland dedication with respect to Phase 1. The Owner agrees that the cash contribution with respect to Phase 1 shall be made prior to the issuance of any building permits for Phase 1 and the Owner agrees that no building permits shall be issued for any of the other buildings until the portion of the Ninety Thousand Dollars (\$90,000.00) attributable to such building in the opinion of the City, has been paid and all other requirements of this agreement with respect to such building have been complied with.

GENERAL

23.

Architectural
Control
Committee

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.

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

25. Conveyances At no cost to the City the Owner shall grant unto the City a one foot reserve along the frontage of the lands shown on Schedule "A" on McLaughlin Road except in the location of the proposed access to McLaughlin Road.

26. Certificate The Owner shall provide the City with a solicitor's certificate that the lands to be conveyed to the City pursuant to this agreement are free from encumbrance and that the grantor is the registered owner thereof. The said certificate shall be delivered to the City at the time of conveyance.

27. 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.

28. Mortgagees The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

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.

HOLLAND CHRISTIAN HOMES INC

A. de Boer President

Dick Brouwer Sec.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
JAMES E. ARCHDEKIN MAYOR

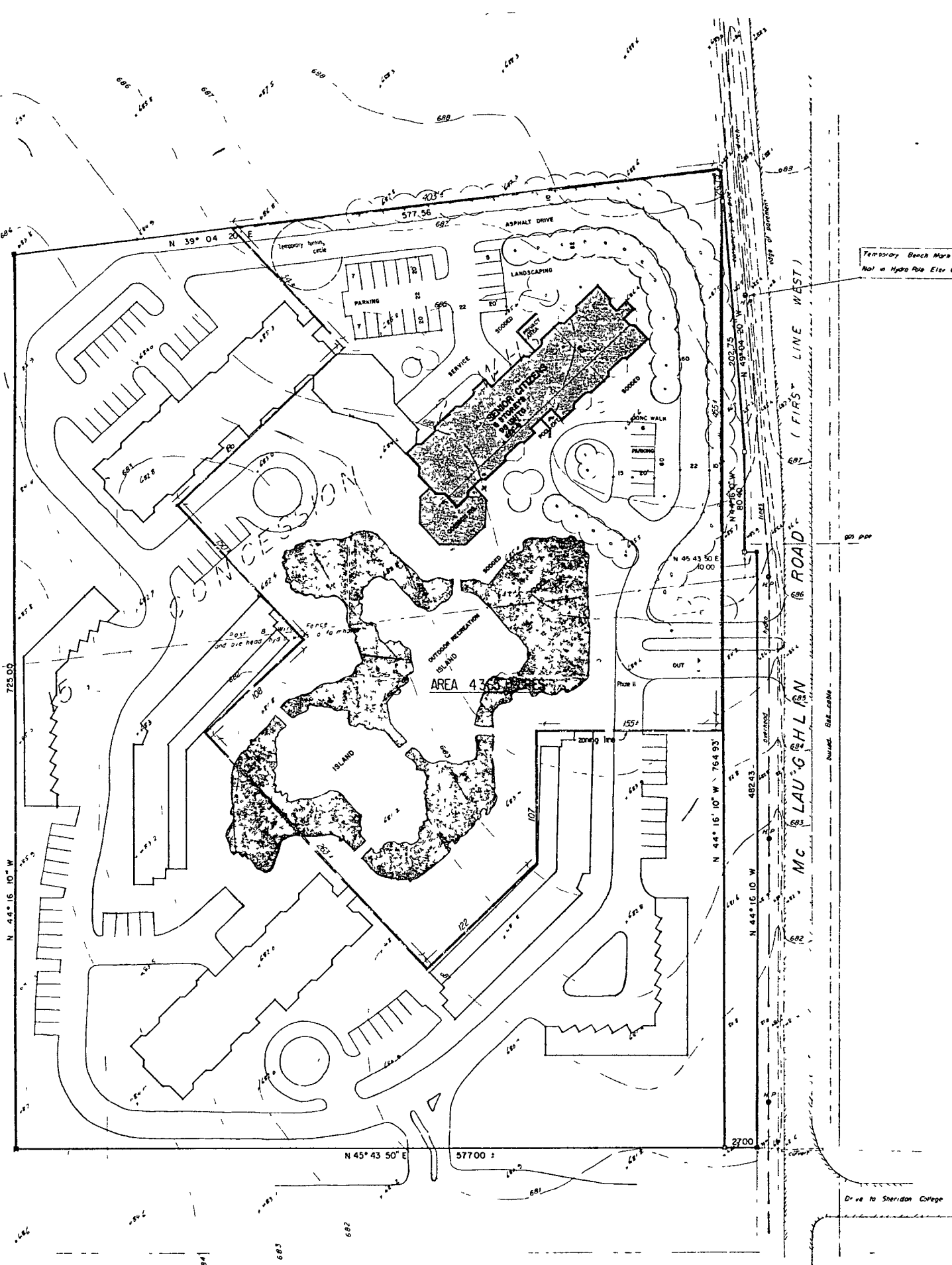
Kenneth R. Richardson
KENNETH R. RICHARDSON CLERK

THE REGIONAL MUNICIPALITY OF PEEL

L. H. James
Chairman

Richard H. Frost
Clerk

AUTHORIZATION BY-LAW
NUMBER 98-77
PASSED BY THE REGIONAL
COUNCIL ON THE 23
DAY OF June 1977.



SCHEDULE 'A'

DATED: 24 MAY 1977

No 509146
Registry Division of Peel (No 43)

I CERTIFY that this instrument is registered as of

1979 MAY 23 PM 1 29

In The Land
Registry Office
at Brampton,
Ontario.

Vera Porter
LAND REGISTRAR

HOLLAND CHRISTIAN HOMES INCORPORATED

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~~

JOHN G. METRAS
City Solicitor
CITY OF BRAMPTON
24 QUEEN ST. E.
BRAMPTON, ONT. L6V 1A4

PASSED May 24 19 77



BY-LAW

No. 113-77

A By-law to authorize the execution of an Agreement between Holland Christian Homes Incorporated, The Corporation of the City of Brampton and the Region of Peel.

BY-LAW 113-77 AMENDED BY BY-LAW 182-77