



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 206-90

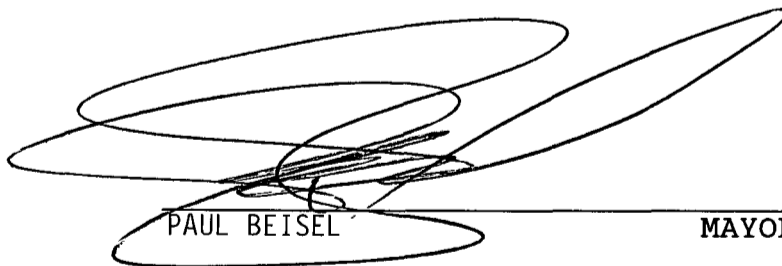
To authorize the execution of an agreement between

Armbro Materials & Construction Limited and
The Corporation of the City of Brampton and
The Regional Municipality of Peel and

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1990 09 24, between Armbro Materials and Construction Limited and The Corporation of the City of Brampton and The Regional Municipality of Peel and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 24th day of September 1990.


PAUL BEISEL MAYOR


LEONARD J. MIKULICH CLERK

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate
this 24th day of ~~September~~, 1990.

B E T W E E N :

ARMBRO MATERIALS & CONSTRUCTION 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 owner of the lands more particularly described in Schedule A annexed hereto (herein called the "lands"), and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner wishes to develop the lands and the City is of the opinion that this development 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;

AND WHEREAS the lands are situate in the site plan control area designated by By-law 96-86 passed pursuant to section 40 of the Planning Act, S.O. 1983, c. 1, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1.
Works

For the purposes of this agreement, the "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas,

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landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, bus stop pads, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.
Lands
Affected

2.1 The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.

Approved
Site
Plan

2.2 The Owner further agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.4 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 302, as amended, shall apply.

Rezoning

2.3 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.
Commis-
sioner of
Public
Works

For the purpose of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works and Buildings for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

4.
Ingress
and Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the

lands. All off-street vehicular loading and parking areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

5.
Access

The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

6.
Clean
Site

6.1 During construction, 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 mud. The Commissioner of Public Works may give the Owner twenty-four (24) hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Commissioner may cause such work to be done either by the Municipality'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 Commissioner. The cost of such work shall be deemed to be the actual cost as submitted by the contractor or as determined by the Commissioner of Public Works, plus one hundred per cent (100%) thereof for administration.

6.2 The Owner shall take all precautions necessary to protect the public against injury on any lands set out in the site plan and where necessary keep danger signals out at night and at such other times and places as public safety may be required.

7.
Construc-
tion

7.1 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.

7.2 All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

7.3 The Owner shall not do any blasting or use any pile driving equipment on lands owned by the City or the Region or both of them without the written consent of the City or the Region or both of them. Should the

Owner perform or authorize to be performed any blasting or pile driving, the Owner shall provide insurance coverage satisfactory to the City for damage or loss from blasting or pile driving.

8.
Storm
Drainage

8.1 The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the lands, including the roof water from the buildings, will be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

8.2 The grading and drainage plan required to be approved pursuant to this agreement shall show the lands drained by a totally self-contained drainage system within the lands. This drainage system shall not adversely affect the drainage of abutting lands.

8.3 Prior to any reduction in the security posted for public works purposes or occupancy of the building, the Owner's engineering consultant shall certify to the City Public Works Department that all storm water management works have been constructed in accordance with the approved grading and drainage plan.

9.
Approved
Plans

9.1 The Owner shall, at its own expense:

9.1.1 carry out, provide, install, erect, construct, and complete in a good and workmanlike manner to the satisfaction of the City, all the works in accordance with and as shown on detailed plans and specifications for those works which have been or shall be approved by the Commissioner of Public Works, and the Commissioner of Planning and Development as the case may be. These detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.1.2 make payment for, perform, fulfill, carry, out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner of Public Works and the Commissioner of Planning and Development as the case may be.

9.2 In the event:

9.2.1 any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement; or

9.2.2 any approved plan referred to in Schedule B attached hereto is subsequently amended,

such plans when approved or approved as amended shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

9.3 The Owner shall:

9.3.1 provide competent engineering inspection to the satisfaction of the City for all works constructed on public lands, including road allowances,

9.3.2 prepare and provide to the City a certificate from a professional engineer which certifies to the Commissioner of Public Works that all of the works constructed on public lands, including road allowances, and all lot grading shown on the approved plans have been constructed in accordance with the approved plans and in accordance with good engineering practice, and

9.3.3 prepare and provide the City with a complete set of Mylar "as constructed" drawings for all works constructed on public lands, including road allowances, and for all lot grading shown on the approved plans.

10.
Cash-in-
Lieu

10.1 The Commissioner of Planning and Development may, in his sole discretion, exercise in writing at any time prior to the issuance of any building permits, require the Owner to pay to the City or to the Region or to both of them an amount equal to the cost of constructing or providing any of the works required by this agreement as estimated by the Commissioner of Planning and Development in lieu of the Owner constructing or providing these works. This payment shall be made prior to the issuance of any building permits.

Additional
Works

10.2 If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.
Existing
Trees

All existing trees to be retained as shown on the approved landscape and fencing plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape and fencing plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape and fencing plan, the

Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12.
Occupancy

12.1 The Owner covenants that it will not occupy or permit the occupation of any building or parts thereof shown on the site plan:

12.1.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and

12.1.2 except in accordance with the provisions of the Building Code Act, R.S.O. 1980, chapter 51, as amended, and all regulations made pursuant thereto, and

12.1.3 until the landscape and fencing plan required by this agreement is approved by the Commissioner of Planning and Development.

12.2 Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13.
Landscap-
ing and
Fencing

13.1 The Owner shall, in addition to all other landscaping required by this agreement, provide Boule-boulevard landscaping (which may include tree planting) on the boulevards of all public highways abutting the lands. The exact location and detailed specifications for this work shall be shown on the approved landscape and fencing plan required by this agreement.

13.2 The Commissioner of Planning and Development may in his sole discretion not require the landscape and fencing plan required by this agreement to be approved prior to the issuance of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape and fencing plan shall be submitted to and approved by the Commissioner of Planning and Development prior to the occupancy of the building or parts thereof as shown on the site plan.

13.3 All landscaping shown on the approved landscape and fencing plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.4 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development. The location and type of the fencing is shown on the approved landscape and fencing plan referred to in Schedule B attached hereto, or shall be shown on the landscape and fencing plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14.
Regional
Services

14.1 The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services and other matters under the jurisdiction of the Region which are required to be provided by this agreement, shall be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

MT(O)

14.2 The Owner shall, prior to the issuance of any building permits, obtain all necessary permits and approvals required by the Ministry of Transportation (Ontario).

15.
Hydro
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

FINANCIAL

16.
City
Capital
Contribu-
tions

16.1 The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule E attached hereto in the manner and at the times set forth in Schedule E.

The City capital contributions required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) 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 (2) year period, any resolution of the City Council altering the aforesaid capital contributions shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

Regional
Levies

16.2

16.2.1 the Owner covenants and agrees to unconditionally pay to the Region without protest or qualification, the levies set forth in Schedule F attached hereto, in the manner and at the times set forth in Schedule F and the Owner further agrees that the policies set forth in Schedule F shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

16.2.2 the Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region. Subsequent changes in the Peel lot levy policy shall be effective for the purposes of this agreement, provided that no such change shall take effect earlier than two (2) full years after the date upon which the Council of the City of Brampton passes a by-law authorizing the execution of this agreement.

16.3 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 a building permit is issued.

Cash-in
-Lieu
- Parkland

16.4 The Owner shall pay to the City prior to the issuance of any building permits, money in an amount to be determined by the City, in lieu of the conveyance of land for park or other public recreational purposes, pursuant to the requirements of section 41 of the Planning Act, 1983, as amended.













17.
Security

17.1 Prior to the issuance of any building permits or if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amount of One Hundred Per cent (100%) of the cost of all works required by this agreement as estimated by the Commissioner of Planning and Development, the Commissioner of Public Works, and/or the Commissioner of Community Services (herein collectively called the "Commissioner[s]"). The estimated cost of all of these works is set out in paragraph 1 of Schedule D to this agreement.

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner[s] and in the time requested, the City Treasurer may, at any time,

**Development Proposals
Preliminary Land Use Concept**

**Highway 7 / Airport Road
Business Centre
Secondary Plan**

-  Prestige Industrial
-  Business
-  Mixed Industrial / Commercial
-  Open Space / Hazard Lands
-  Highway Commercial
-  Highway & Service Commercial
-  Office Centre
-  Intermediate Office Centre
-  Goreway Road Realignment Study Area
-  Special Study Area
-  Secondary Plan Area Boundary
-  Special Policy Area No. 1

HIGHWAY 7 / AIRPORT ROAD

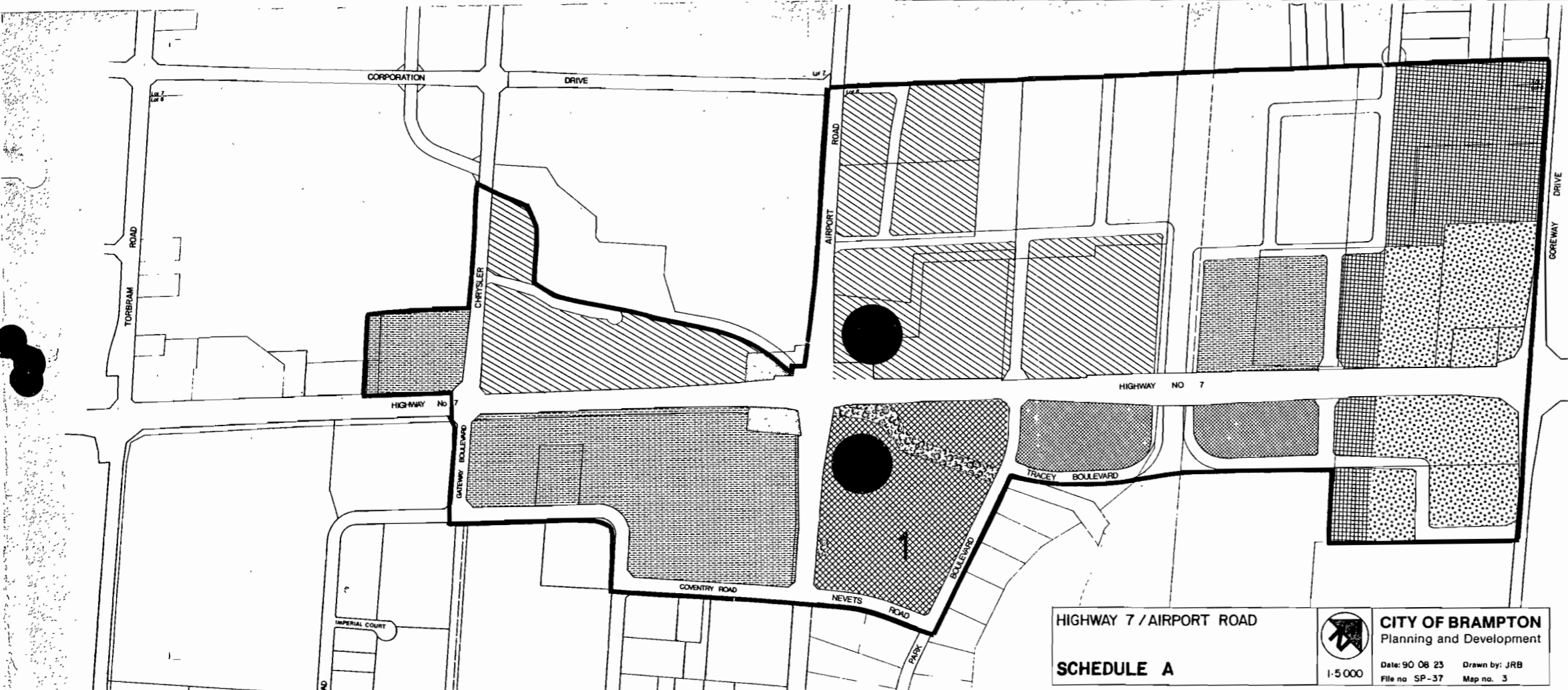
SCHEDULE A



CITY OF BRAMPTON
Planning and Development

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File no: SP-37 Map no. 3



SCHEDULE B

Airport Road/Highway 7 Traffic Impact Study

Fee Breakdown for Study Costs for

all Owners

LANDOWNER	ACREAGE	ACREAGE AS % OF TOTAL	SHARE OF STUDY COST
Bramalea Limited	24.6	9.0	\$ 2,745.00
Trilea Centres	39.46	14.4	4,392.00
Imperial Fruit & Garden	7.24	2.6	793.00
Underground Airport	0.8	0.3	91.50
Petro Canada	0.75	0.3	91.50
Imperial Oil	1.39	0.5	152.50
HR Timmerman	10.28	3.8	1,159.00
Cicione, Victor Mario	10.28	3.8	1,159.00
Joco Investments	5.24	1.9	579.50
Abbas Development Corp.	4.71	1.7	518.50
Raebyrne Properties	10.93	4.0	1,220.00
Woodhill Motel (795827 Ontario)	16.43	6.0	1,830.00
HNR & Sons Canada	9.66	3.5	1,067.50
Fredenburgh, Norman K.	11.43	4.2	1,281.00
Tomicki, Felix et al	2.2	0.8	244.00
Dipoce Mgmt.	9.88	3.6	1,098.00
Sebasco Construction	29.19	10.7	3,263.50
Russo, Francesco et al	1.01	0.4	122.00
Brunner, Anthony	1.01	0.4	122.00
Dino Investments	51.86	18.9	5,764.50
Ricci, Dino Joseph	8.38	3.1	945.50
Berkely Equity	10.12	3.7	1,128.50
C.N. Real Estate	<u>6.6</u>	<u>2.4</u>	<u>732.00</u>
TOTAL	273.5	100.0	\$30,500.00

NOTES:

1. Fee breakdown is only for private landowners in the Airport Road/ Highway 7 Business Centre Secondary Plan study area.
2. Those lands designated industrial in the landuse concept plan have been excluded in computing the fee breakdown.
3. The cost per landowner is based on gross acreages.

SCHEDULE C

Airport Road/Highway 7 Traffic Impact Study

Advance Payment Breakdown

OWNER	ACREAGE	ACREAGE AS A % OF TOTAL OWNERS' HOLDINGS	AMOUNT OF ADVANCE PAYMENT
Bramalea Ltd.	24.6	10.3	\$3,141.00
Trilea Holdings Inc.	39.46	16.5	5,033.00
D & F Russo Ltd.	7.24	3.0	915.00
584620 Ontario Limited Delta Equities and Development Corporation	70.36	29.4	8,967.00
F.J. Ternoway and Assoc. Ltd. (Agent, see below)	60.16	25.2	7,686.00
Candevcon Limited (Agent, see below)	<u>37.31</u>	<u>15.6</u>	<u>4,758.00</u>
TOTAL	<u>239.13</u>	<u>100.0%</u>	<u>\$30,500.00</u>
F.J. Ternoway and Associates Ltd. (Agent)			
HNK & Sons Canada	9.66	4.0	\$1,220.00
N.K. Fredenburgh	11.43	4.8	1,464.00
Dipoce Management	9.88	4.1	1,251.00
Sebasco Construction	<u>29.19</u>	<u>12.2</u>	<u>3,721.00</u>
TOTAL	<u>60.16</u>	<u>25.2</u>	<u>\$7,686.00</u>
Based on a total of	239.13		
Candevcon Limited (Agent)			
Joco Investments	5.24	2.2	\$ 671.00
Abbas Development Corp.	4.71	2.0	610.00
Raebyrne Properties	10.93	4.6	1,403.00
Woodhill Motel (795827 Ontario Ltd.)	<u>16.43</u>	<u>6.9</u>	<u>2,104.00</u>
TOTAL	<u>37.31</u>	<u>15.6</u>	<u>\$4,758.00</u>
Based on a total of	239.13		