



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

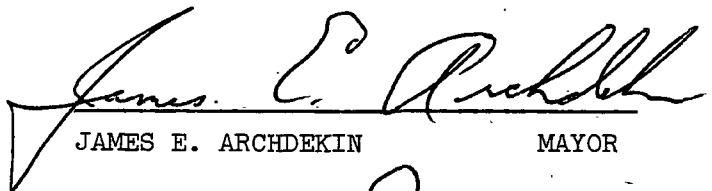
Number 225-81


To authorize the execution of an agreement between Midivale Investments Limited, and The Corporation of the City of Brampton.

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

1. The Mayor and the Clerk are hereby authorized to execute a subdivision agreement dated 1981 08 28 between Midivale Investments Limited and The Corporation of the City of Brampton, and all 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 28th day of September, 1981.


JAMES E. ARCHDEKIN MAYOR


RALPH A. EVERETT CLERK

MEMORANDUM OF AGREEMENT made in duplicate this
10th day of September, , 1981.

B E T W E E N :

MIDIVALE INVESTMENTS 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

~~hereinafter called the "Mortgagees"~~

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;~~ ^{Q.P.} ^{G.P.}

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 275-79 passed pursuant to section 35a of The Planning Act, R.S.O. 1970, c. 349, 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, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, 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. Approved Site Plan 2.1 The Owner covenants and 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 15.3 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 469 of The Municipal Act, R.S.O. 1970, chapter 284, as amended, shall apply.

Rezoning

2.2 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 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.

Access

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

5.
Clean
Site

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 therefore by the Commissioner.

6.
Construc-
tion

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.

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.
Storm
Drainage

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 a manner satisfactory to the Commissioner of Public Works.

8. The Owner shall, at its own expense:

Approved
Plans

8.1. 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

these works which have been or shall be approved by the Commissioner of Public Works, the Commissioner of Buildings and By-law Enforcement, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

8.2 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, the Commissioner of Buildings and By-law Enforcement and the Commissioner of Planning and Development as the case may be.

8.3 in the event 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, any such plan, when approved, 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. 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.

addi-
tional
Works

10.
Existing
Trees

All existing trees to be retained as shown on the approved landscape 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 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 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.

11.
Landscap-
ing and
Fencing

11.1 All landscaping shown on the approved landscape plan shall be completed within twelve (12) months following the date the rezoning by-law comes into force. The Commissioner of Planning and Development may extend the time for completion of landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

11.2 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape plan referred to in Schedule B attached hereto, or shall be shown on the landscape 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

12.1
Regional
Services

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.

13.
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

14.
Taxes

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 the rezoning by-law is passed.

15.1
Security

Prior to the issuance of any building permits, and 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 amounts set out in paragraphs 15.1.1, 15.1.2, and 15.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development of:

15.1.1 all the works required by this agreement to be constructed on public lands.

Security Required: \$ N I L

15.1.2 all landscaping fencing shown on the approved landscape plan.

Security Required: \$ N I L

15.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas. Security Required: \$ N I L

15.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

15.3 The City agrees to reduce from time to time, the amount of the security by an amount equal to ninety per cent (90%) of the value of the works for which security was deposited which the Commissioner of Public Works and the Commissioner of Planning and Development has certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the complete works have been paid. The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default
& Entry
on the
Lands

15.4 If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then, in that case, the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ

such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

15.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

16. Insurance

The Owner shall obtain from an insurance company acceptable to the City, insurance coverage in respect of liability for property damage and personal injury. Such policy or policies shall:

16.1) be issued in the joint names of the Owner and the City (or include as an additional insured, the City);

16.2 : provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;

- 16.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 16.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- 16.5 contain no exclusions for damage or loss from blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and
- 16.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

The Owner shall deposit with the City, within sixty (60) days of the rezoning by-law coming into force, a certificate of insurance in the form attached hereto as Schedule E without modification.

If required by the City, the Owner shall prove to the satisfaction of the City that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.

The Owner shall file a renewal certificate with the City not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the City shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the land within the plans cease until the policy is renewed.

The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or larger claims, if any, for which it may be held responsible.

GENERAL

17. All floodlighting on the land shall be designed and oriented so as to minimize glare on adjacent roadways and other properties.
Glare
18. The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.
Snow
Removal
19. 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 presently in force.
By-laws
20. The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.
Lands
Affected
21. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.
Agreement
Binding
22. The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City the cost of this registration and the cost of registration of all
Cost of
Registra-
tion

conveyances of land, grants of easement, and other documents required by this agreement on the title to the whole or any part of the lands. Prior to the passing of the zoning by-law, the Owner shall deposit with the City a sum of money estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

E.L.P.
S.P.

~~23. The Mortgagees hereby covenant with the City~~

Mortgagees

and the Region that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then,

23.1.1 if any Mortgagee retains all or part of the lands and develops the lands as an owner, either alone or in combination with another person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

23.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an owner, the Mortgagees shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

✓ E.L.P.
S.P.

23.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the lands and whether they do or not, the City and the Region may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.

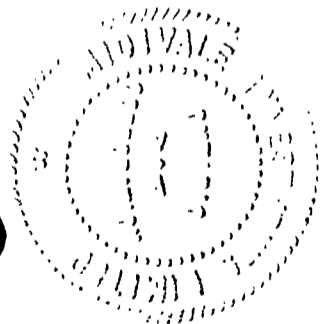
24. The covenants, agreements, conditions and Successors undertakings herein contained on the part of the Owner and shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be Assigns appurtenant to the adjoining highway in the ownership of the City of Brampton and/or The Regional Municipality of Peel.

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.

MIDIVALE INVESTMENTS LIMITED

Anna Pacitti.
(OWNER) SECRETARY TITLE

Emilio Pacitti
(OWNER) VICE-PRESIDENT TITLE



THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW
 NUMBER 225-81
 PASSED BY CITY
 COUNCIL ON THE 28th
 DAY OF SEPTEMBER 1981.

James E. Archdekin
 JAMES E. ARCHDEKIN MAYOR
Ralph A. Everett
 RALPH A. EVERETT CITY CLERK

~~(MORTGAGEE)~~ ~~TITLE~~

~~(MORTGAGEE)~~ ~~TITLE~~

LEGAL DESCRIPTION OF THE LANDS

The land situate in the City of Brampton,
in the Regional Municipality of Peel (formerly in the
Township of Toronto Gore in the County of Peel),
being composed of the parts of Lots 4 and 5, Concession
9, East of Hurontario Street.

LEGAL DESCRIPTION OF THE LANDS

TO BE COMPLETED

SCHEDULE B

SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	NOT REQUIRED				
ELEVATION CROSS-SECTION DRAWINGS	NOT REQUIRED				
LANDSCAPE PLAN	TO BE APPROVED NOT LATER THAN NINETY (90) DAYS FROM THE DATE THE REZONING BY-LAW COMES INTO FORCE.				
GRADING AND DRAINAGE PLAN	NOT REQUIRED				
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	NOT REQUIRED				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	NOT REQUIRED				

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

N I L

SPECIAL PROVISIONS

1. The lands shall be used only to provide landscaping and screening for the industrial operation on lands lying immediately to the west of the lands and the lands shall be merged with and used in conjunction with the aforesaid adjacent lands.
Adjacent
Lands

2. The Owner agrees that no buildings or structures shall be erected on the lands and that the lands shall not be used for the outside storage of any goods or materials.
Outside
Storage

3. The Owner agrees that there will be no access to the lands from Highway No. 7. Access will only be by means of the existing industrial access on the aforesaid lands adjoining to the west of the lands.
Access

4. The Owner agrees that any changes to the existing grading or drainage patterns on the lands shall be subject to the approval of the City and the Ministry of Transportation and Communications.
Grading &
Drainage

CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that

(Insured Party)

has comprehensive general liability insurance coverage with

(Insurance Company)

under Policy No. _____, for the work at

(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs,
2. applies to hazard or damage from "completed operations"
3. includes the City as an additional named insured,
4. contains no exclusions for damage or loss from blasting vibration, the removal or weakening of support, or from any other work that may be required in connection with construction,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City, and
6. shall be in effect for the period of this agreement, including any period of guaranteed maintenance,

and that the policy (or policies) complies with all requirements of Clause 13 of the agreement dated _____, between

_____ and

The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: _____

COUNTERSIGNED: _____

NAME OF AGENCY OR COMPANY: _____

ADDRESS: _____

DATED: _____

(OWNER)

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

(MORTGAGEES)

A G R E E M E N T

THE CITY OF BRAMPTON,
LAW DEPARTMENT,
150 CENTRAL PARK DRIVE,
BRAMPTON, ONTARIO.
L6T 2T9



BY-LAW

No. 225-81

To authorize the execution of an agreement between Midivale Investments Limited and The Corporation of the City of Brampton.
(IRA CHAMPLINE)