

THE CORPORATION OF THE CITY OF BRAMPTON

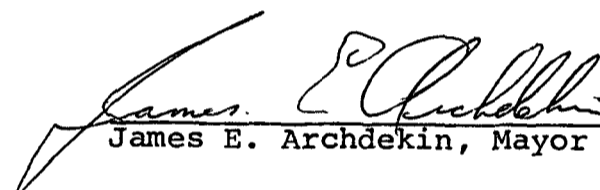
BY-LAW NUMBER 228-75

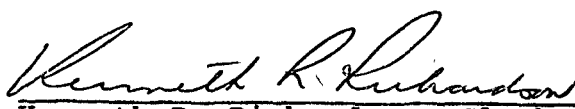
To authorize the execution  
of an Agreement between  
The Coventry Group Limited,  
The Corporation of the City  
of Brampton, and The Regional  
Municipality of Peel.

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 The Coventry Group Limited,  
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 10th day of November, 1975.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made this 10<sup>th</sup>  
day of November 1975

B E T W E E N

THE COVENTRY GROUP 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

AND

hereinafter called the Mortgagees

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the Owner of the lands shown on a survey annexed hereto as Schedule "A" and further warrants that the Mortgagees are the only 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:

1. The lands located at the southwest corner of Vodden Street and Centre Street in the City of Brampton and more particularly described in Schedule "B" to this Agreement shall

be developed in accordance with the site plan annexed hereto as Schedule "A" to this Agreement provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

Ingress and egress  
2. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule "A" to those locations indicated on the said schedule. As construction is undertaken on the building, 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.

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

Clean site  
4. 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 other material. The City Engineer may give the Owner twenty-four hours notice to remove and clean up any earth, mud or other material 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 contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefor by the City Engineer.

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

Storm Drainage  
6. 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 into the trunk sewer system of the City 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 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 the buildings and lands will be filed by the Owner and be subject to the approval of the City Engineer, Director of Parks and Recreation and Building and Zoning Co-ordinator prior to issuance of any building permits. 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, re-locating 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. All existing trees to be retained (as shown on Schedule "A") shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with Schedule "A" shall be removed without the prior written approval of the City Director of Parks and Recreation.

Land-  
scaping

Flood  
light-  
ing

Fenc-  
ing

u-  
pancy

8. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

9. The Owner shall fence the boundary of the lands in Schedule "A" as and where required to the standards of the City.

10. 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 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 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.

Block "B"  
Plan 1001

11. The Owner agrees that the landscape plan to be submitted with respect to the lands shall include a landscape plan for Block B according to Registered Plan 1001 which Block is to be developed in conjunction with the children's play area shown at the south of the lands shown on Schedule "A".

OTHER APPROVALS

Sanitary  
Sewers,  
etc.

12. 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 and other matters as the said Region may require. The City shall not be obligated to 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.

Hydro  
services

13. 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

Taxes

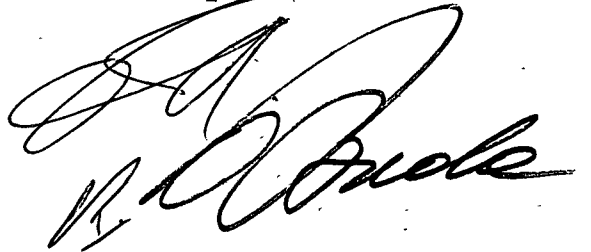
14. The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of this Agreement by the Corporation of the City of Brampton. The Owner also agrees that any local improvement charges outstanding against the lands shown on Schedule "A" shall be commuted for payment and paid in full prior to the execution of this Agreement by the City.

Internal  
roads,  
etc.

11(a) All internal roads, sidewalks, walkways and parking areas shall be constructed in the locations and in accordance with the dimensions shown on Schedule "A" and in accordance with plans and specifications approved by the City Engineer and all work shall be subject to supervision and inspection by a representative from the City of Brampton Engineering Department.

Convey-  
ance

11(b) At no cost to the City, the Owner shall grant unto the City the lands designated on Schedule "A" for park purposes. The executed deed for the lands to be conveyed to the City shall be lodged with the City prior to the issuance of any building permits for any of the lands shown on Schedule "A".

A handwritten signature in black ink, appearing to be "H. C. Boudle", is written over the bottom right portion of the text in section 11(b).

Admini-  
stration  
fees

The Owner shall pay to the City prior to the registration of the plan, 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 a maximum of \$3,500 where the total cost of the work is less than \$100,000; three and a half per cent (3½%) to a maximum of \$15,000 of the cost of the works between \$100,000 and \$500,000; and three per cent (3%) of the cost of the works in excess of \$500,000. The minimum charge under this paragraph shall be \$600. 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.

City  
levies

16. 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 no 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 in direct relationship to

the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year prior to the time at which payment of the levy is made.

Regional  
levies

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

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

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

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

Security

18. The Owner agrees to provide the City with security in a form satisfactory to the City Treasurer in an amount equal to one hundred per cent (100%) of the cost of the works to be performed as specified by the City Engineer as estimated by him to ensure the performance of such specified works, prior to the commencement of any works on the lands.

#### GENERAL

19. 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

Architectural  
Control  
Committee



prior to the issuance of a building permit for each such building. Thw Owner shall pay for all costs incurred by the Committee.

Tax  
Stabili-  
zation  
contri-  
bution

20. The Owner agrees that, in addition to any other fees, payments and charges provided for herein, he will pay to the City a tax stabilization contribution in the amount of Five Hundred and Twenty-five Dollars (\$525.00) per unit for each of the units provided for by this agreement and the said sum shall be paid prior to the issuance of any building permits.

laws

21. Notwithstanding any of the provisions of this Agreement the Owner, its successors and assigns, its contractors, servants, workmen and agents, shall be subject to all of the by-laws of the City of Brampton and, more particularly, without limiting the generality of the foregoing, it is understood that the building by-law of the City of Brampton and any other laws or regulations governing building standards or construction methods in force in the City of Brampton shall be applicable to the development which takes place on the lands shown on Schedule "A" annexed hereto.

Agree-  
ment  
binding

22. 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 proceedings.

Succes-  
sors and  
assigns

23. 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.

THE COVENTRY GROUP LIMITED

*John M. ...*  
*Angelo ...*

THE CORPORATION OF THE CITY OF BRAMPTON

*James E. ...* Mayor  
*Kenneth R. Richardson* Clerk

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW  
 NUMBER **239-75**  
 PASSED BY THE REGIONAL  
 COUNCIL ON THE **11<sup>th</sup>**  
 DAY OF **December**, 19**75**.

*L. H. P. Amun*

CHAIRMAN

*Richard H. Frost*

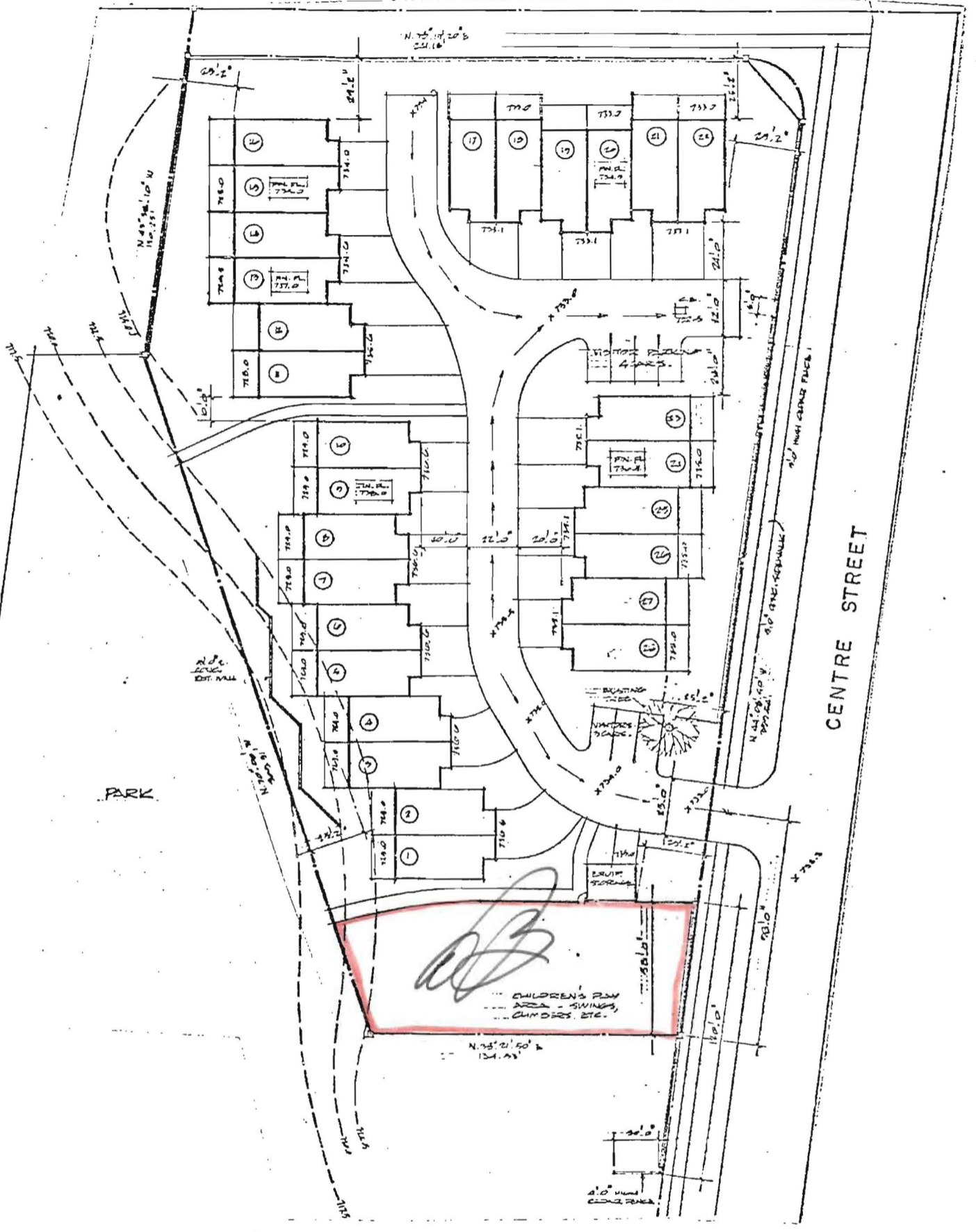
CLERK

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VODDEN STREET



SCHEDULE "A"

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Brampton, in the Regional Municipality of Peel, formerly in the Town of Brampton, in the County of Peel and being more particularly described as all of Block A according to a plan registered in the Registry Office for the Registry Division of Peel (No. 43) as Plan Number 1001.

DATED:

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THE COVENTRY GROUP LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

---

A G R E E M E N T

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JUDITH E. HENDY  
CITY SOLICITOR  
CITY OF BRAMPTON  
24 QUEEN STREET EAST  
BRAMPTON, ONTARIO