



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 249-90


To authorize the execution of an agreement between  
Outspan Holdings Limited and  
The Corporation of The City of Brampton and  
The Regional Municipality of Peel and  
Ralph Smit Limited

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 11 26, between Outspan Holdings Limited and The Corporation of The City of Brampton and The Regional Municipality of Peel and Ralph Smit Limited 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 26th day of November, 1990.



\_\_\_\_\_  
PAUL BEISEL MAYOR



\_\_\_\_\_  
LEONARD J. MIKULICH CLERK

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate  
this 26<sup>th</sup> day of November, 1990.

B E T W E E N :

OUTSPAN HOLDINGS 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,

A N D

RALPH SMIT LIMITED,  
hereinafter called the "Mortgagees"  
OF THE FOURTH 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:

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, 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.

Ingress  
& 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.

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 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.

31. Successors and Assigns

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

VIDEO-TRON ELECTRONICS INCORPORATED

*Gordon Seibe*  
(Print NAME of signatory)

*[Signature]*  
PRESIDENT  
TITLE

(Print NAME of signatory)

\_\_\_\_\_  
TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW  
NUMBER 252-90  
PASSED BY CITY  
COUNCIL ON THE 26<sup>th</sup>  
DAY OF NOVEMBER 1990

*[Signature]*  
PAUL BEISEL  
MAYOR

*[Signature]*  
LEONARD J. MIKULICH  
CLERK

THE REGIONAL MUNICIPALITY OF PEEL

\_\_\_\_\_  
R. KENT GILLESPIE SOLICITOR

\_\_\_\_\_  
DEBORAH E. TROUTEN CLERK

MORTGAGEES

*[Signature]*  
James H. Lahaie  
Account Manager

*[Signature]*  
~~THE~~ ROYAL BANK OF CANADA  
Raymond G. MacCarl  
Asst. Manager, Lending Services

MRS. MARIA MARCIANO

*[Signature]*

DEANLEE MANAGEMENT INC.

*[Signature]*  
\_\_\_\_\_  
TITLE



SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

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 Township of Toronto Gore, Northern Division, in the County of Peel) and Province of Ontario, and being composed of part of the east half of Lot five (5) in the 9th Concession of the said City of Brampton, and which parcel of land may be more particularly described as follows:

PREMISING that the southerly limit of the King's Highway Number 7 has a bearing of North seventy seven degrees twenty-three minutes East (North 77 degrees 23 minutes East) and relating all bearings herein thereto;

COMMENCING at an iron bar planted in the southerly limit of the King's Highway No. 27 and its intersection with a post and wire fence marking the line between the east halves of Lots four (4) and five (5) Concession 9, distant one thousand five hundred and twenty-nine feet (1,529 feet) more or less measured southwesterly from the northeasterly angle of the said Lot five (5);

THENCE SOUTH thirty eight degrees thirty two minutes West (South 38 degrees 32 minutes West) along the line of post and wire fence marking the line between the east halves of Lots Four (4) and Five (5) a distance of six hundred and ninety-eight and sixty one hundredths feet (698.61 feet) to an iron bar found at its intersection with the line between the east and west halves of Lot Five (5);

THENCE NORTH fourteen degrees forty two minutes West (North 14 degrees 42 minutes West) a distance of four hundred and thirty eight and fifty two hundredths feet (438.52 feet) to an iron bar planted in the southerly limit of the King's Highway Number Seven (7);

THENCE NORTH seventy seven degrees twenty three minutes East (North 77 degrees 23 minutes East) along the last mentioned limit five hundred and sixty feet (560 feet) to the point of commencement.

SAVE AND EXCEPT the property acquired by the Department of Highways by Instrument registered as No. 158495VS.

AS DESCRIBED in Instrument No. 695243.

SCHEDULE B

SCHEDULE OF APPROVED PLANS

DESCRIPTION  
OF PLAN

SPECIAL REQUIREMENTS TO BE SHOWN THEREON

1. SITE PLAN

A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.

2. ELEVATION  
CROSS-SECTION  
DRAWINGS

DETAILED ELEVATION CROSS-SECTION DRAWINGS SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.

3. LANDSCAPE  
& FENCING PLAN

A DETAILED LANDSCAPE AND FENCING PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Landscape & Fencing Plan shall show, among other things, the exact location and detailed specifications for the following works:

3.1

Boulevard trees along the Highway 7 frontage of the lands.

4. GRADING &  
DRAINAGE PLAN

A DETAILED GRADING AND DRAINAGE PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.

DESCRIPTION  
OF PLAN

SPECIAL REQUIREMENTS TO BE SHOWN THEREON

5. ENGINEERING  
& SERVICING PLAN

DETAILED ENGINEERING & SERVICING PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.

6. FIRE  
PROTECTION PLAN  
(INCLUDING  
INTERNAL AND  
EXTERNAL FIRE  
HYDRANTS)

A DETAILED FIRE PROTECTION PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

N I L

NOTE:

ALL CONVEYANCES shall be completed within sixty (60) days from the date rezoning By-law No. \_\_\_\_\_ comes into force or prior to the issuance of any building permits, whichever shall occur first.

Building permits will not be issued until all of the foregoing transfers have been registered by the City and the Region.

In order to avoid delays, the Owner is requested to submit draft reference plans and draft transfers for the foregoing lands to the City and the Region as soon as possible after the Owner is advised of the conveyancing requirements of the City and the Region.

SPECIAL PROVISIONS

1. Drainage Study  
The Owner shall at its expense cause a storm drainage study to be prepared which shall be approved by the City, the Region and the Metropolitan Toronto and Region Conservation Authority prior to the issuance of a building permit.
2. 0.3 metre reserves  
Prior to the issuance of a building permit, the Owner shall make satisfactory arrangements with the Ministry of Transportation (Ontario) respecting the conveyance of any road widenings or 0.3 metre reserves required by the Ministry.
3. Cash-in-Lieu of Sidewalk and Bicycle Path  
Prior to the issuance of a building permit, the Owner shall pay to the City the sum of Ten Thousand Two Hundred and Five Dollars (\$10,205.00) as cash-in-lieu of constructing a sidewalk and Eleven Thousand Seven Hundred and Seventy-Five Dollars (\$11,775.00) as cash-in-lieu of constructing a bicycle path along the Highway 7 frontage of the lands.
4. Site Clean-up  
Prior to the issuance of a building permit, the Owner shall remove all construction materials, equipment and debris, industrial equipment and other materials from the subject site to the satisfaction of the Commissioner of Public Works and Building. This paragraph shall not preclude the Owner from bringing onto the site materials and equipments necessary for construction of the works that are the subject of this agreement.
5. Signage  
The Owner agrees that there shall be only one (1) pylon sign permitted on the lands, such sign to comply with the requirements of the City Sign By-law.
6. Bus Stop Pad  
The Owner shall install a twelve (12) foot by twenty-five (25) concrete bus stop pad in a location and of a design satisfactory to the Commissioner of Community Services along the Highway 7 frontage of the lands.
7. Access  
The location, design and construction of the access to the lands shall be to the satisfaction of the Ministry of Transportation (Ontario).

CITY CAPITAL CONTRIBUTIONS

1. Capital Contributions  
The Owner covenants and agrees to unconditionally pay to the City without protest or qualification and prior to the issuance of any building permits for the lands by the City, and subject to adjustment as herein provided, a capital contribution of Five Thousand, Five Hundred and Twenty-one Dollars and Seventy-nine Cents (\$5,521.79) as of August 1, 1989 (Base Rate February 1, 1989 \$5,240.26) per acre for the total acreage of the lands which is 2.35 acres.
2. In the event the total floor area of all the buildings proposed to be constructed on the lands exceeds fifty per cent (50%) of the total area of the lands, the Owner shall unconditionally pay to the City, without protest or qualification an additional capital contribution of \$0.2535 Dollars as of August 1, 1989 (Base Rate February 1, 1989 \$0.2406) per square foot for each square foot of the total floor area of all of the proposed buildings in excess of fifty per cent (50%) of the total area of the lands. This additional capital contribution shall be paid prior to the issuance of the building permit for the building or buildings which either by themselves or together with existing buildings on the lands, have a total floor area which exceeds fifty per cent (50%) of the total area of the lands.
3. These capital contributions are effective the 25th day of SEPTEMBER, 1989, and shall be adjusted twice yearly on the 1st days of February and August in each year in direct relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year.

SCHEDULE F

REGION INDUSTRIAL AND COMMERCIAL LOT LEVY

1. 1.1 The Owner covenants and agrees to unconditionally pay to the Region without protest or qualification and prior to the issuance of any building permits for the lands by the City, and subject to adjustment as herein provided, a lot levy of **Fifteen Thousand, Five Hundred and Ninety-one Dollars and Fifty-five Cents (\$15,591.55)** (August 1, 1989, Base) per acre for the total acreage of the lands which is 2.35 acres.

2. In the event the total floor area of all the buildings proposed to be constructed on any lot within the plan, exceeds fifty per cent (50%) of the total lot area, the Owner shall unconditionally pay to the Region, without protest or qualification an additional lot levy of \$0.7158 Dollars (August 1, 1989 Base) per square foot for each square foot of the total floor area of the proposed buildings in excess of fifty percent (50%) of the total lot area. This additional lot levy shall be paid prior to the issuance of the building permit for the building or buildings which either by themselves or together with the existing buildings on the lot, have a total floor area which exceeds fifty per cent (50%) of the total lot area. For the purposes of this paragraph "lot" shall mean a lot as defined by the applicable zoning by-law.

3. These lot levies are effective the 1st day of AUGUST, 1989, and shall be adjusted twice yearly on the 1st days of February and August in each year in direct relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year.

4. Region industrial and commercial lot levies are subject to reduction provisions:

4.1 in the amount of \$2,842.21 per acre or \$0.1305 per square foot (August 1, 1989 base) for Sanitary Sewers when the development is outside the designated South Peel service area. This amount will be adjusted in accordance with paragraph 3.

4.2 in the amount of \$2,754.87 per acre or \$0.1265 persquare foot (August 1, 1989 base) for water when the development is outside the designated South Peel service area. This amount will be adjusted in accordance with the paragraph 3.