

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 253-75

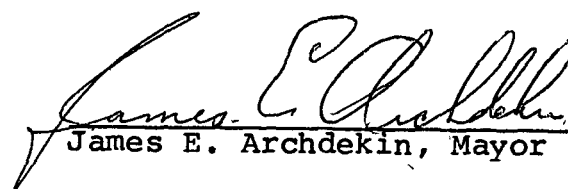
A By-law to authorize the execution of an agreement between The Ontario Housing Corporation, The Corporation of the City of Brampton and The Regional Municipality of Peel.


*original Agt. at Region
for execution
see file copy*

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

1. That the Mayor and the Clerk are hereby authorized to execute an Agreement between The Ontario Housing Corporation, The Corporation of the City of Brampton and The Regional Municipality of Peel, attached hereto as Schedule "A".
2. That By-law Number 103-75 be and is hereby repealed.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of December, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate
this *8th* day of *December* 1975

B E T W E E N

THE ONTARIO HOUSING CORPORATION
hereinafter called OHC

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 OHC represents that it is presently
the owner or purchaser under a validly executed agreement of
purchase and sale of the lands shown on a survey attached
hereto as Schedule "A";

AND WHEREAS OHC has applied to the City for
rezoning of the said lands to permit the erection of an
eleven-storey 101 suite apartment building to provide
accommodation for senior citizens but the City is of the
opinion that such rezoning would not be proper and in the
public interest unless assurances are given by OHC that the
matters and things referred to in this agreement will be done
in the manner hereinafter set forth;

O. H. C.
PLV MGR.
APPRO. <i>WJ</i> 21/11/75.
ARCH. <i>AH</i>
SOL. <i>JP</i>
FIN.
SECTY.

AND WHEREAS the Region, under The Regional Municipality of Peel Act, 1973, is the authority concerned with the installation of water and sanitary sewers within the City of Brampton;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to OHC, the receipt whereof is hereby acknowledged, OHC covenants and agrees to do and perform at its own expense the following matters and things:

SITE PLAN

1. The lands shown on Schedule "A" and more particularly described in Schedule "B" to this agreement shall be developed in accordance with the site plan on the said Schedule "A" provided that the Official Plan amendment and zoning by-law to be passed by the City to permit the proposed development receive the necessary approvals and become operative.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. OHC shall restrict the means of vehicular ingress and egress to and from the parking area 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. The said lands shall be graded in a proper workmanlike manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

3. OHC shall use only such locations for access and construction purposes as the City Engineer may approve.

4. OHC 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 pavements and sidewalks in a clean condition and free from earth and other material. The City Engineer may

give OHC 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 OHC forthwith upon being invoiced therefor by the City Engineer.

5. OHC will be responsible for any damage to the roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out on the site by OHC, its agents, servants, employees, sub-contractors or material suppliers.

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 building, will be discharged into the trunk sewer system of the City in a manner satisfactory to the City Engineer. If required by the City Engineer, an internal system of storm water sewers shall be installed by OHC 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 building and area will be filed by OHC 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 a building permit. OHC shall sod and landscape the lands as shown on the landscape plan to be filed with the City and with the plans to be filed for the purpose of a building permit and as may be approved by the City. All incidental matters including the removal and planting of trees, cutting, repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment,

resetting drains and manholes, and all other things required by this agreement or by the City Engineer shall be carried out by OHC 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, OHC for itself, its successors and assigns, covenants that it will plant, preserve and maintain the planting as shown on Schedule "A" and OHC further covenants for itself, its successors and assigns, that it will include in all future conveyances a covenant that the grantee, his heirs, successors and assigns, will maintain and/or replace the said trees and landscaping as circumstances may require. The covenant shall bind and inure to the benefit of the heirs, successors and assigns of the various parties to whom any part of the lands made subject to the above restrictions shall at any time become or belong. All existing trees to be retained (as shown on Schedule "A") shall be fenced and protected during construction. No existing tree other than those presently approved for removal in accordance with Schedule "A" shall be removed without the prior written approval of the City.

8. OHC shall fence the boundary of the lands in Schedule "A" as and where required to the standards of the City.

9. In addition to the other landscaping requirements of this agreement, OHC will construct a stairway and railing from the said lands down the existing bank into Rosalea Park in accordance with detailed plans to be prepared by OHC and approved by the City. It is understood and agreed that once construction of the said stairway and railing is completed by OHC to the satisfaction of the City, maintenance of the said stairway and railing shall become the responsibility of the City.

10. It is understood and agreed that all indoor and outdoor recreational facilities will be provided, furnished and equipped by OHC and that OHC will provide access to the roof of the building and the sitting area on the roof.

11. 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" (herein defined as internal sanitary sewers, internal water mains, 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 Coordinator to issue Occupancy Permits prior to the completion of the parking area and driveway.

12. OHC shall enter into such arrangements as may be necessary with the Brampton Hydro Commission with respect to electrical distribution systems and necessary appurtenances to serve the lands and such other matters including the payment of levies as the said Commission shall require, provided, however, that the electrical distribution system shall be underground. The City shall not be obligated to issue a building permit to OHC until provided with confirmation that the arrangements referred to herein have been made to the satisfaction of the Brampton Hydro Commission.

13. OHC shall enter into such arrangements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, water-mains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands and any other matters. The City shall not issue a building permit to OHC until provided with confirmation that the arrangements referred to in this paragraph have been completed to the satisfaction of the Regional Municipality of Peel. In the matter of arrangements relating to the provision of services and works, OHC shall submit all engineering details for the approval and shall obtain the approval of the City Engineer before commencement of any such work.

FINANCIAL

14. OHC shall pay to the City in addition to normal permit fees in respect of the administrative, planning, engineering and legal costs incurred by the City and the Region a fee based on the total cost of the Works to be calculated as follows:

4 per cent of the total cost, up to a maximum of \$100,000;

3½ per cent of the total cost, up to a maximum of \$500,000;

and 3 per cent of the total cost over \$500,000

but in no case shall the fee be less than \$600.

15. OHC agrees to pay to the City levies based on a charge of \$583 per unit effective 1 January 1974 to be adjusted twice yearly in direct relationship to the composite component of the Southam Construction Index (Ontario Series) with such adjustments based on the last available index reflecting construction costs as of 30 January and 30 July of each year; such levies to be paid to the City Treasurer in respect of each unit prior to the issuance of a building permit for the said unit.

16. OHC agrees to pay regional levies in accordance with the following policy: Regional impost charges in the amount of \$150 per capita effective 1 January, 1974, to be adjusted twice yearly in direct relationship to the composite component of the Southam Construction Index (Ontario Series), with such adjustments based on the last available index reflecting construction costs as of January 30 and July 30 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 units available from the area municipality concerned, the following amounts will apply, both subject to adjustment in accordance with the Southam Construction Index as detailed above: \$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 said Regional levies for remittance to the Region within ten days of receipt of same.

17. OHC agrees that all municipal taxes outstanding shall be paid in full before application is made for any building permit for the lands shown on Schedule "A"annexed hereto.

GENERAL

18. Notwithstanding any of the provisions of this agreement, OHC, its successors and assigns, its contractors, servants, workmen and agents, shall be subject to the building by-law of the City of Brampton and any other by-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.

19. OHC 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 in this agreement may be pleaded as an estoppel against OHC in any such proceedings.

20. The covenants, agreements, conditions and undertakings herein contained on the part of OHC 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.

IN WITNESS WHEREOF OHC and the City have caused their corporate seals to be affixed attested by the hands of their proper officers duly authorized in that behalf.

THE ONTARIO HOUSING CORPORATION

W. Rose for Vice-Chairman
[Signature] CORPORATE SECRETARY

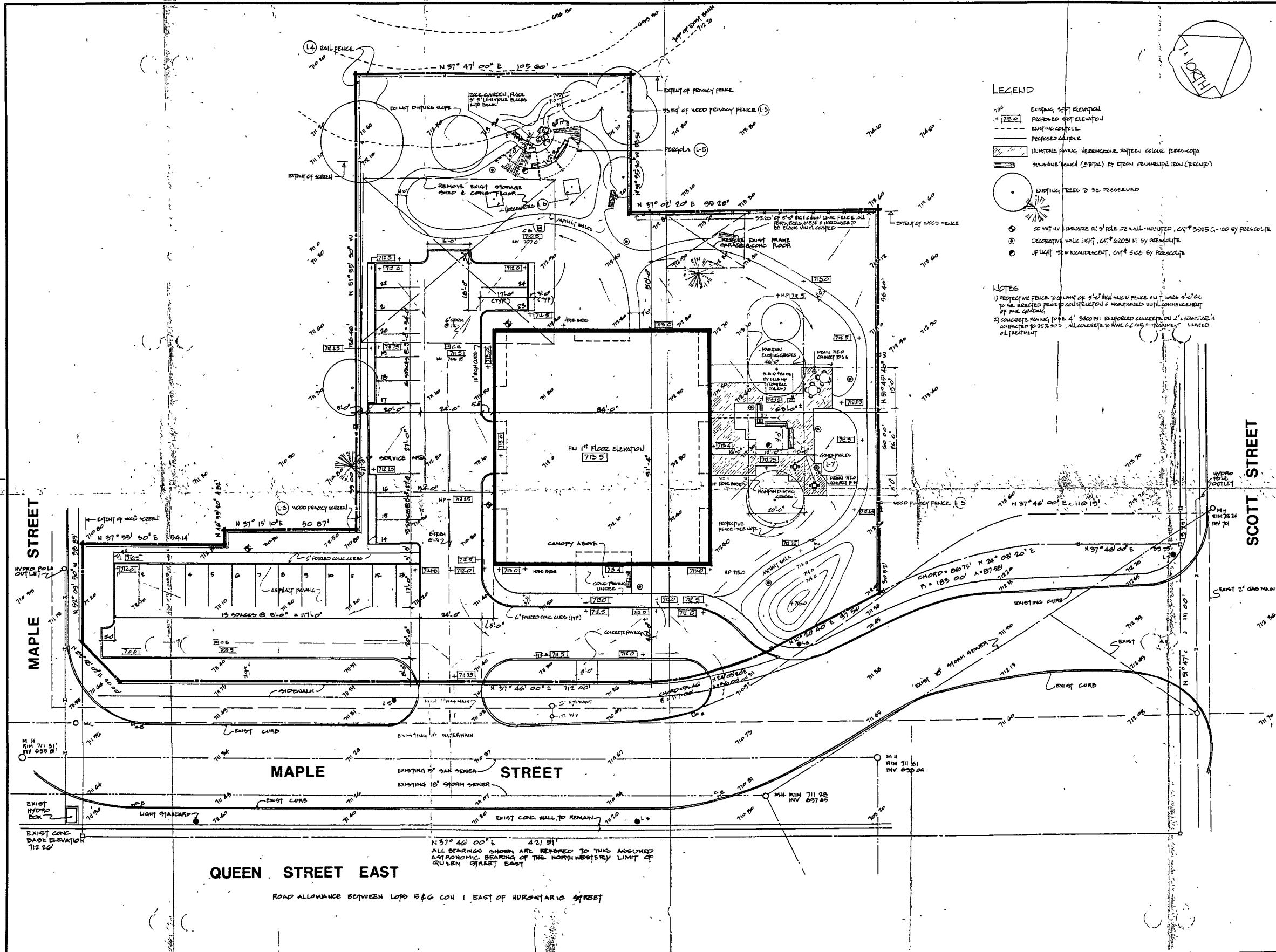
THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archibald MAYOR
Kenneth A. Richardson CLERK

THE REGIONAL MUNICIPALITY OF PEEL

Hubert Wolf ACTING CHAIRMAN
Richard H. West CLERK

AUTHORIZATION BY-LAW
NUMBER 10-76
PASSED BY THE REGIONAL
COUNCIL ON THE 22nd
DAY OF January, 1976.



LEGEND

- 710.0 EXISTING SPOT ELEVATION
- + 712.0 PROPOSED SPOT ELEVATION
- - - EXISTING CURBLINE
- - - PROPOSED CURBLINE
- [Hatched Box] UNIFORM PAVING, HERRINGBONE PATTERN, COLOUR TERRAZZO
- [Hatched Box] SUNSHINE TERRAZZO (SPTAL) BY ETEN GRANITE/ITALY (PRIMO)
- [Circle with Star] EXISTING TREES TO BE PRESERVED
- [Circle with Arrow] 20 WAT HV LUMINAIRE ON 9' POLE 22 WALL MOUNTED, CAP# 5215, C-100 BY PRESALITE
- [Circle with Star] DECORATIVE WALK LIGHT, CAP# 62031 H BY PRESALITE
- [Circle with Star] UP LIGHT 15" W/ MOUNTMENT, CAP# 5102 BY PRESALITE

NOTES

- 1) PROTECTIVE FENCE TO CONSIST OF 5' HIGH WOOD FENCE AND 1" WOOD 5' O.C. TO BE ERECTED PER SITE AND MAINTAINED UNTIL COMPLETION OF THE WORKING.
- 2) CONCRETE PAVING TO BE 4" 5000 PSI REINFORCED CONCRETE ON 2" LIMEWASH COMPACTED TO 95% S.P., ALL CONCRETE TO HAVE 6.0% AIR + TRISULFONATED LUNDED OIL TREATMENT.

REVISIONS		
DESCRIPTION	DATE	BY

ISSUED TO	No.	DATE
PRINT RECORD		



ONTARIO HOUSING CORPORATION

CHIEF ARCHITECTS BRANCH
101 BLOOR STREET WEST
TORONTO, M5S 1P8, ONTARIO

BRAMPTON O.H. 5

SITE DEVELOPMENT

SCALE 1/16" = 1'-0"	PROJECT 7403
DATE JUNE 3 / 75	DRAWING L-1
DRAWN M S	CHECKED [Signature]

Spencer & Gottfried
Landscape Architects
416 967-2786

donald m blenkhorne
architect

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, County of Peel), and being composed of Part of Lots 19, 20, 21, 22, 23, 24, 25, 26, 27, 31 and 32 according to a registered plan referred to as BR-2 and being a subdivision of Part of Lot 6, Concession 1, East of Hurontario Street, and being Parts 1, 3, 5, 6, 7 and 8 on Reference Plan 43R-2454 registered on the 9th May 1974 by B. Buntten, Ontario Land Surveyor.

DATED

THE ONTARIO HOUSING CORPORATION

AND

THE CORPORATION OF THE CITY OF
BRAMPTON

AND

THE REGIONAL MUNICIPALITY OF
PEEL

A G R E E M E N T

Judith E. Hendy
City Solicitor
City of Brampton
24 Queen Street East
Brampton Ontario
L6V 1A4