

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 48-74

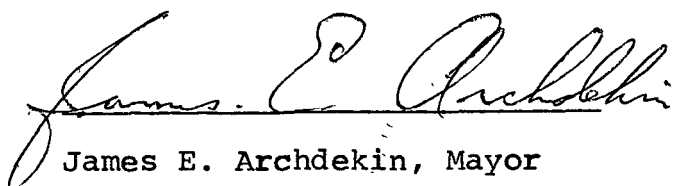
A By-law to authorize the execution of an agreement with Kennedy Road Tabernacle Benevolent Association and William Seres, Gerald E. Bergman, Ronald E. Stevens and John R. B. MacLean.

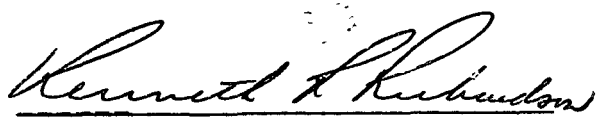
WHEREAS it is deemed expedient to enter into and execute an agreement with Kennedy Road Tabernacle Benevolent Association and William Seres, Gerald E. Bergman, Ronald E. Stevens and John R. B. MacLean;

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

- 1) That the City of Brampton enter into and execute an agreement, attached hereto as Schedule "A", with Kennedy Road Tabernacle Benevolent Association and William Seres, Gerald E. Bergman, Ronald E. Stevens and John R. B. MacLean.
- 2) That the Mayor and the Clerk are hereby authorized to affix their signatures to the said agreement, attached hereto as Schedule "A", with Kennedy Road Tabernacle Benevolent Association and Williams Seres, Gerald E. Bergman, Ronald E. Stevens and John R. B. MacLean.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 21st day of May, 1974.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 16th day of May, A.D. 1974.

B E T W E E N :

KENNEDY ROAD TABERNACLE BENEVOLENT ASSOCIATION and WILLIAM SERES, GERALD E. BERGMAN, RONALD E. STEVENS and JOHN R.B. MacLEAN, as Trustees,

hereinafter called the "DEVELOPER" OF THE FIRST PART;

A N D :

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the "CITY" OF THE SECOND PART.

WHEREAS the Developer represents that it is the owner of the lands more particularly outlined in red on a survey attached hereto as Schedule "A".

AND WHEREAS the Developer has applied to the City for rezoning of the said lands to permit the erection of an apartment building and tabernacle, but the City is of the opinion that such rezoning, erection or operation would not be proper and in the public interest unless assurances are given by the Developer that the matters and things referred to in this agreement are done in the manner hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the City to the Developer, the receipt whereof is hereby acknowledged, the Developer covenants and agrees with the City to do and perform at its own expense the following matters and things :

1. The Developer shall restrict the means of vehicular ingress and egress to and from the parking areas to those locations marked on the appropriate plans referred to in paragraph 5 of the agreement, and ramps and curbings connecting the driveways with the travelled portions of the roads shall be constructed to the satisfaction of the City Engineer.

2. 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 lands, will be discharged into an internal system of storm sewers and the said lands shall not be allowed to otherwise drain. To the purpose that storm water shall be adequately drained from the said lands, an internal system of storm water sewers shall be installed by the Developer 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.

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

4. Each building as construction is undertaken shall have all ramps, driveways and parking areas used in conjunction therewith asphalted, in accordance with sound engineering practice and this work shall be completed before occupancy of any dwelling unit is permitted by the Developer. The said lands shall be graded in a proper workmanlike manner and shall be maintained in a clean state, subject only to necessary construction conditions from time to time.

5 (a) The Developer shall develop the lands and construct the buildings thereon in accordance with the general plans dated March, 1974, by R.P.G. Pennington, forming Schedule "B" to this agreement and signed for identification by the parties hereto.

(b) Detailed building and landscaping plans for each building and area will be filed by the Developer and be subject to the approval of the City Engineer prior to commencement of construction of each such building.

6. The Developer 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 the agreement by the Corporation of the City of Brampton.

7. In all other matters not herein provided for, the Developer shall develop the said lands and use the same in accordance with the landscape plans to be filed with the City Engineer and with the plans to be filed for the purpose of a building permit and as may be approved by the Building and Zoning Co-Ordinator of 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 the Developer at its own risk and expense, provided all work is to be done to the satisfaction of the owner of such utilities. Without limiting the generality of the foregoing, the Developer for itself, its successors and assigns, covenants that it will plant, preserve and maintain the plantings as more particularly shown on the plans to be filed with the City, and the Developer 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 as circumstances may require. The covenant shall bind and shall enure 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.

8. The Developer agrees to convey to the City in fee simple, free from encumbrance, the lands shown on Schedule "D" for the purpose of a road widening.

9. The Developer agrees to pay levies to the City in accordance with the Schedule of Levies set out in Schedule "C" hereto. The Developer hereby pledges and charges as security for such levy payments, all its right, title and interest in the lands shown on Schedule "A" and agrees to execute such documents as may be necessary to effect registration in the Registry Office for the Registry Division of Peel (No.43) of all or any part of this agreement.

The parties hereto further covenant and agree that the aforesaid development levies shall be increased or decreased in direct relationship to the composite component of the Southam Construction Index (Ontario Series) with the base to be as of January 15th, ~~1973~~ ¹⁹⁷⁴ with review based on the latest index reflecting construction costs as of January 15th of each year, while construction on the lands proceeds. Where in any year more than one construction cost index is as of January 15th, the first cost index issued during that year shall govern. The amount of each such levy shall be fixed as at the time of payment of such levy in respect of the units for which the said levy is paid.

10. Except as provided in paragraph 11 hereof, the levies provided for each building shall be payable prior to the issuance of a building permit to construct such building pursuant to this agreement.

11. Notwithstanding the provisions of paragraph 10 hereof, the City agrees that the levies provided for by this agreement with respect to the said buildings, together with interest at the current prime bank lending rate from the date of issuance of a building permit to construct such building may be paid to the City by the Developer out of the first mortgage draw or within eighteen (18) months of the issuance of such building permit, whichever date is sooner, provided that the Developer shall first :

- (a) provide the City with a commitment, satisfactory to the City Treasurer, whereby the mortgagor and mortgagee agree to the payment of the outstanding levies and interest in accordance with the foregoing time limits; or
- (b) provide the City with a commitment from a chartered bank whereby such bank agrees to the payment of the outstanding levies and interest within eighteen (18) months of the date of issuance of the building permit.

12. The Developer shall sod and landscape the lands as shown on the landscape plans to be filed with the City

Engineer and with the plans to be filed for the purpose of a building permit and as may be approved by the Building and Zoning Co-Ordinator of the City.

13(a) The Developer shall enter into such agreement as may be necessary with the Brampton Hydro Commission 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 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 the Developer until satisfied that the agreements provided for by this clause have been entered into, or other satisfactory agreements have been made.

(b) The Developer shall enter into such an agreement 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 other matters including the payment of levies as the said Region shall require. The City shall not be obligated to issue a building permit to the Developer until satisfied that the agreements provided for by this clause have been entered into or other satisfactory agreements have been made.

14. In the matter of the agreement relating to the provisions of services and works, the Developer shall submit all engineering details for the approval and shall obtain the approval of the City Engineer before the commencement of any such work.

15. The Developer will be responsible for any damage caused to the roadway, curbs, pavements, boulevards or plantings thereon caused by construction carried out on the Developer's site by the Developer, its agents, servants, employees, sub-contractors or material suppliers.

16. The Developer 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 therein contained and this agreement may be pleaded as an estoppel against the Developer in any such proceedings.

17. Notwithstanding any of the provisions of the agreement, the Developer shall be subject to all the by-laws of the City.

18. The City agrees to consider the enactment of a zoning by-law in the form attached as Schedule "E" hereto in accordance with its policy leading to the enactment of such by-laws.

If such by-law is enacted, the City agrees to take all necessary steps in order to obtain such approvals as may be required relative to the said zoning by-law. In the event such zoning by-law does not become effective within twelve (12) months of the date of this agreement, this agreement may, at the option of the Developer, be cancelled and thereafter this agreement shall be null and void. In the event such zoning by-law has become effective, the Developer shall be bound by the terms of this agreement, unless otherwise agreed between the Developer and the City. In the event that approval of the Ontario Municipal Board is required to make such zoning by-law effective and such approval is refused by the Ontario Municipal Board, this agreement shall be null and void.

19. At such time as the levies payable pursuant to the terms of this agreement have been made to the City for each building, the City shall deliver to the Developer a release of this agreement with respect to the lands on which such building is to be constructed when the Developer has supplied the City with a proper description of the lands and a document so executed by the Clerk shall operate as a complete discharge of this agreement, insofar as the registered title is concerned. Notwithstanding the registration of such release, the Developer shall continue to be bound to complete the work set forth in the agreement which may not have been completed at the time of giving such release. Subsequent mortgagees and purchasers shall be free from the obligations of this agreement when such security has been provided by the Developer.

20. The Developer agrees to provide the City with such security as may be required by the City Treasurer in a form satisfactory to the Treasurer in an amount equal to 100% of the cost of such of the work to be performed as may be specified by the City Engineer and as estimated by him to ensure the performance of such specified work, prior to the issuance of a building permit.

21. On or before obtaining a building permit for the construction of any building on the said lands, the Developer shall either discharge all mortgage encumbrances registered against the said lands or shall obtain an agreement in a form satisfactory to the City Treasurer of all such mortgagees wherein such mortgagees postpone any right or interest which they have in the lands described in Schedule "A" hereto with the intent that this agreement shall take effect as though executed and registered prior to the creation of the execution and registration of any mortgage. Alternatively, the Developer shall provide the City with such security as the City Treasurer may require in order to ensure the completion of the Developer's obligation pursuant to this agreement.

22. The Developer shall fence the boundary of the lands in Schedule "A" as and where required by and to the standard of the City Engineer.

23. The Developer shall use only such locations for access for construction purposes as the City Engineer may approve.

24. The Developer 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 the Developer 24 hours notice to remove and clean up any earth, mud or other material from such pavements 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 Developer forthwith upon being invoiced therefor by the City Engineer.

25. Notwithstanding anything herein contained, the parties acknowledge that the Kennedy Road Tabernacle Benevolent Association will be the owner and will be developing the lands outlined in green on Schedule "A" as an apartment building for senior citizens, and the Trustees, described as parties of the first part, will be developing part of the lands outlined in yellow on Schedule "A" as a tabernacle, and the said parties shall each be responsible for the Developer's obligations only insofar as they relate to the land each is developing, provided however, that construction shall not commence on the tabernacle on the lands outlined in yellow until such time as construction has commenced on the apartment building on the lands outlined in green, and all work to be done by each of the parties developing as aforesaid, shall be completed within fifteen (15) months after the date of occupancy of each such building.

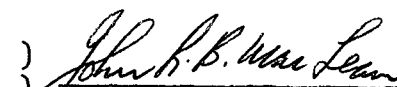

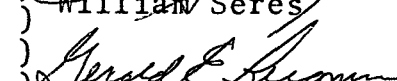
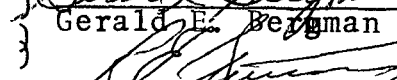
26. Wherever the words "City Engineer" are used herein, the same shall be deemed to mean the Building and Zoning Co-Ordinator with respect to such matters as the latter may have jurisdiction.

27. The covenants, agreements, conditions and undertakings herein contained on the part of the Developer shall run with the lands and shall be binding upon it and upon its successors and assigns and upon them and upon their respective heirs, executors, administrators, successors and assigns, as occupiers of the said lands from time to time and shall be appurtenant to the adjoining highway in the ownership of the City.

IN WITNESS WHEREOF the Trustees have hereunto set their hands and seals and Kennedy Road Tabernacle Benevolent Association and the Corporation of the City of Brampton have hereunto caused to be affixed their respective corporate seals attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of :




John R.B. MacLean

William Seres

Gerald E. Bergman

Ronald E. Stevens

KENNEDY ROAD TABERNACLE
BENEVOLENT ASSOCIATION

Per: *[Signature]*

Per: *[Signature]*

THE CORPORATION OF THE
CITY OF BRAMPTON

Per: *James E. Richardson*

Per: *[Signature]*

SCHEDULE "C"

LEVIES

The sum of \$500 (Five Hundred Dollars).per unit

SKETCH SHOWING PART OF THE
EAST HALF OF LOT 7

CONCESSION 1 EAST OF
HURONTARIO STREET

IN THE FORMER
TOWNSHIP OF CHINGUACOUSY
COUNTY OF PEEL
NOW IN THE

CITY OF BRAMPTON

REGIONAL MUNICIPALITY OF PEEL

SCALE 1" = 100'

MADE FOR
KENNEDY ROAD TABERNACLE
141 KENNEDY ROAD NORTH
BRAMPTON, ONTARIO

McLEAN, McMURCHY AND BIASON

ONTARIO LAND SURVEYORS
P.O. BOX 310

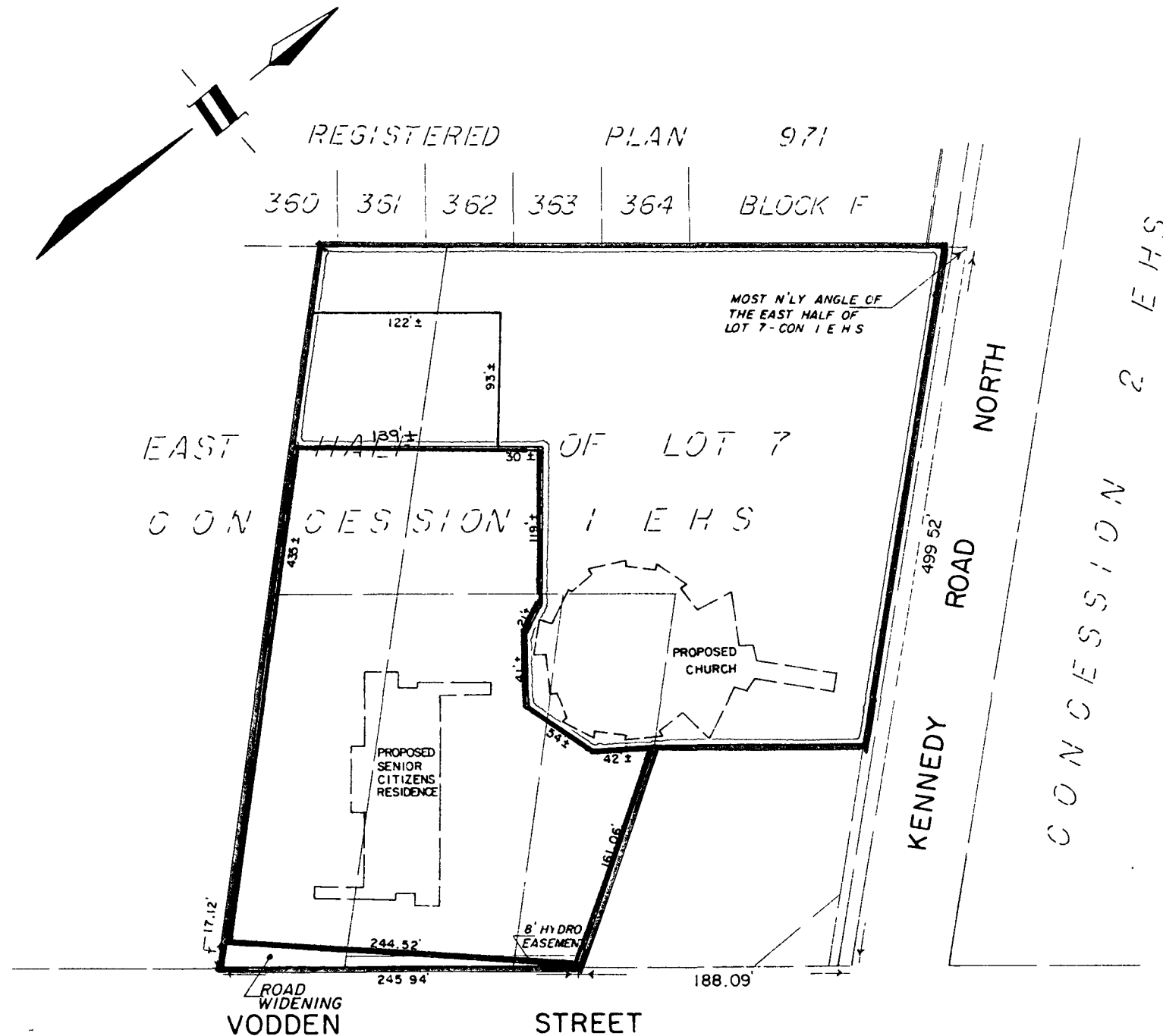
BRAMPTON, ONTARIO

PHONE 451-0460

NOTE.

THIS PLAN MADE FOR THE USE OF THE
CITY OF BRAMPTON PLANNING DEPARTMENT ONLY

EXISTING CHURCH BUILDINGS ARE NOT SHOWN HEREON



AMENDMENT NO. 67
TO THE
OFFICIAL PLAN
OF THE
BRAMPTON PLANNING AREA

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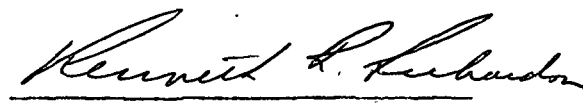
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OFFICIAL PLAN OF THE
BRAMPTON PLANNING AREA
Amendment Number 67

The attached map (Schedule "A") and explanatory text shall constitute Amendment number 67 to the Official Plan of the Brampton Planning Area. This Amendment was prepared and adopted by the Council of the City of Brampton in accordance with Section 54 (4) and the Regional Municipality of Peel Act, and Sections 13, 14, and 17 of the Planning Act (R.S.O. 1970, Chapter 349 as amended) on the

21st day of May 1974.

 _____ Mayor	 _____ Clerk
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This Amendment to the Official Plan of the Brampton Planning Area, which has been approved and adopted by the Council of the City of Brampton is hereby approved in accordance with Sections 14 and 17 of the Planning Act (R.S.O. 1970, Chapter 349 as amended) as Amendment number 67 to the Official Plan of the Brampton Planning Area.

Date

Minister of Housing

THE CORPORATION OF THE CITY OF BRAMPTON

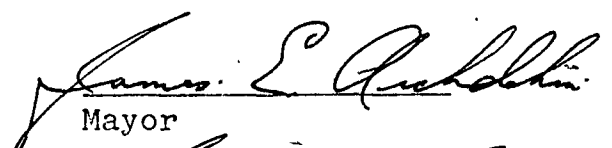
BY-LAW 49-74

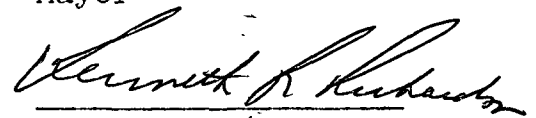
A By-Law to Amend the Official Plan of
the Brampton Planning Area

The Council of the Corporation of the City of Brampton,
in accordance with the provisions of the Planning Act
(R.S.O. 1970, Chapter 349 as amended), and the Regional
Municipality of Peel Act, 1973, hereby enacts as follows:

1. Amendment number 67 to the Official Plan of the
Brampton Planning Area, consisting of the attached
map (Schedule "A") and explanatory text is hereby
adopted.
2. The Clerk is hereby authorized and directed to make
application to the Minister of Housing for approval
of Amendment number 67 to the Official Plan of the
Brampton Planning Area.
3. This By-Law shall come into force and take effect on
the day of the final passing thereof.

Enacted and passed this 21st day of May 1974


Mayor


Clerk

AMENDMENT NO. 67

TO THE

OFFICIAL PLAN OF THE BRAMPTON PLANNING AREA

PART A - PREAMBLE

1.0 Title: The title of this Amendment is Amendment No. 67 to the Official Plan of the Brampton Planning Area hereafter referred to as Amendment No. 67.

2.0 Relative Parts: Part B only of this Amendment constitutes Amendment No. 67. Part A - Preamble and Part C - Appendixes are included only to provide background for Part B and should not themselves be used as a statement of policy.

Part B, the operative part of this Amendment is composed of four sections:

Section 1.0 Land Use

Section 2.0 Development Principles

Section 3.0 Implementation

Section 4.0 Interpretation

3.0 Location: This Amendment is concerned with land located in part of the east half of Lot 7 Concession 1, East of Hurontario Street, lying on the north limit of Vodden Street and the west limit of Kennedy Road North.

4.0 Purpose: The purpose of this Amendment is to designate certain lands as high density residential and to establish development principles to provide for the integrated development of a senior citizens high rise apartment

building in conjunction with a church, gymnasium and day nursery facilities.

5.0 Basis: A request had been submitted on behalf of Kennedy Road Tabernacle to the Council of the former Town of Brampton to locate on a parcel of land comprising an area of about 4.2 acres, an integrated development of a senior citizens apartment building, church, gymnasium and day nursery facilities. Planning Board in dealing with proposed Amendment No. 56 to the Official Plan of the Brampton Planning Area had conducted a public meeting which amongst other things contained provision for the designation of a high density residential area on part of the subject lands. No objections were raised to this designation. City Council on May 9th, 1974 held a public meeting at which time the proposal was presented to interested citizens.

PART B - THE AMENDMENT

The whole of the part of this document entitled Part B - The Amendment which consists of the following text and the attached map designated as Schedule "A" Land Use Plan constitutes Amendment No. 67 of the Official Plan of the Brampton Planning Area.

The Official Plan is hereby amended as follows:

SECTION 1.0 LAND USE

1.1 The land use classification of lands shown as edged with a red border on Schedule "A" attached hereto shall be designated as a High Density Residential Area.

1.2 Residential Area shall mean that the predominant use of the land is for dwellings. Various types of dwellings ranging from single-family detached dwelling units to multi-family, multi-storey dwelling structures, shall be included under this category. Similar types shall be located together rather than indiscriminately mixing the various types. This category need not prevent some land being used for other purposes, provided that these purposes are compatible to dwellings and their location in a Residential Area is necessary to serve the surrounding dwellings, and provided further that these uses will in no way, contribute to the depreciation and deterioration of the value and amenity of the area for dwellings, and that precautions are taken by imposing standards on how the land may be used to protect the value and amenity of the area for Residential use. This exception to permit other uses of land does not include any Commercial or Industrial uses of land that may be interpreted as being compatible to dwellings or necessary to serve the dwellings unless defined within the scope of the residential development principles.

PLAN OF LAND USE - SCHEDULE "A"



Notification of Discrepancy

At the time of scanning the original record the following discrepancy was noted

F I N m	S b j e c t	D a t e
By law 48 1974	By Laws 1974	21 May 74

☐ Poor Quality Original

☐ Fax

☐ Photocopy

☐ Old/Poor Paper Quality

☐ Other

☐ Missing Item

☐ Document

☐ Page(s)

☐ Omitted Item

☐ Page

☐ Other

☐ Disposition/Location of Original

☒ Other Discrepancy

☒ Map

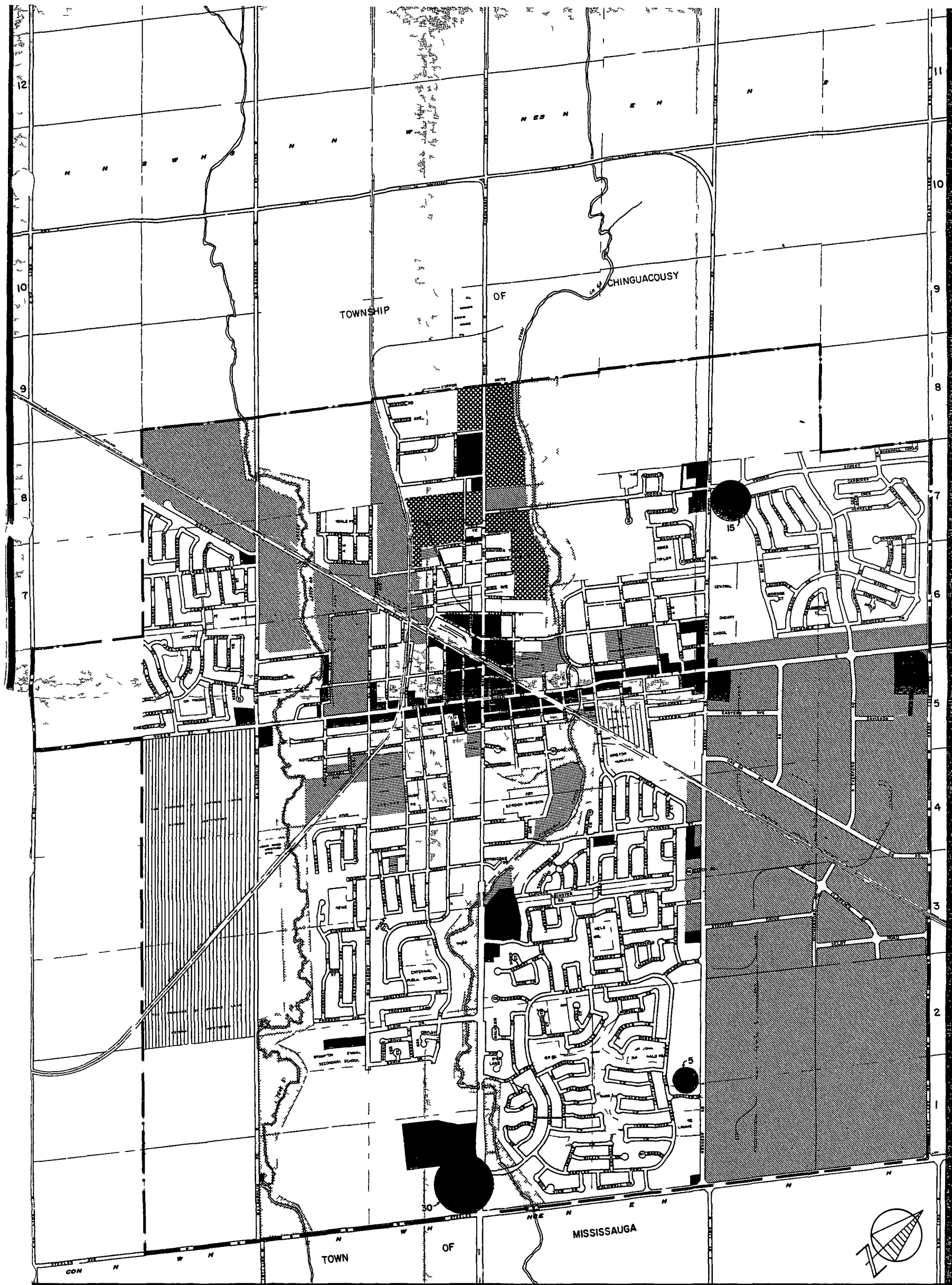
Original size of large maps were reduced to be scanned

Imaging Technician

Lee Tee

Date

19 Mar 10



OFFICIAL PLAN OF THE BRAMPTON PLANNING AREA

INTERPRET ON THE PLAN

THE BOUNDARIES BETWEEN CLASSES OF LAND USE DESIGNATED IN THIS PLAN ARE SHOWN ON THE MAP AND ARE INTENDED TO DEFINE THE FACTS OF EACH SUCH AREA. ANY CHANGES MADE TO THESE BOUNDARIES FOR THE PURPOSES OF THE PLAN SHALL BE MADE BY THE TOWN OF BRAMPTON PLANNING DEPARTMENT. ANY CHANGES MADE TO THESE BOUNDARIES FOR THE PURPOSES OF THE PLAN SHALL BE MADE BY THE TOWN OF BRAMPTON PLANNING DEPARTMENT.

- LEGEND -

- | | | | |
|-----------------|-----------|---------------|-----------|
| RESIDENTIAL (R) | [Pattern] | OPEN SPACE | [Pattern] |
| COMMERCIAL (C) | [Pattern] | INSTITUTIONAL | [Pattern] |
| INDUSTRIAL (I) | [Pattern] | AGRICULTURAL | [Pattern] |
| GREENHOUSE | [Pattern] | | |

TOWN OF BRAMPTON PLANNING DEPARTMENT

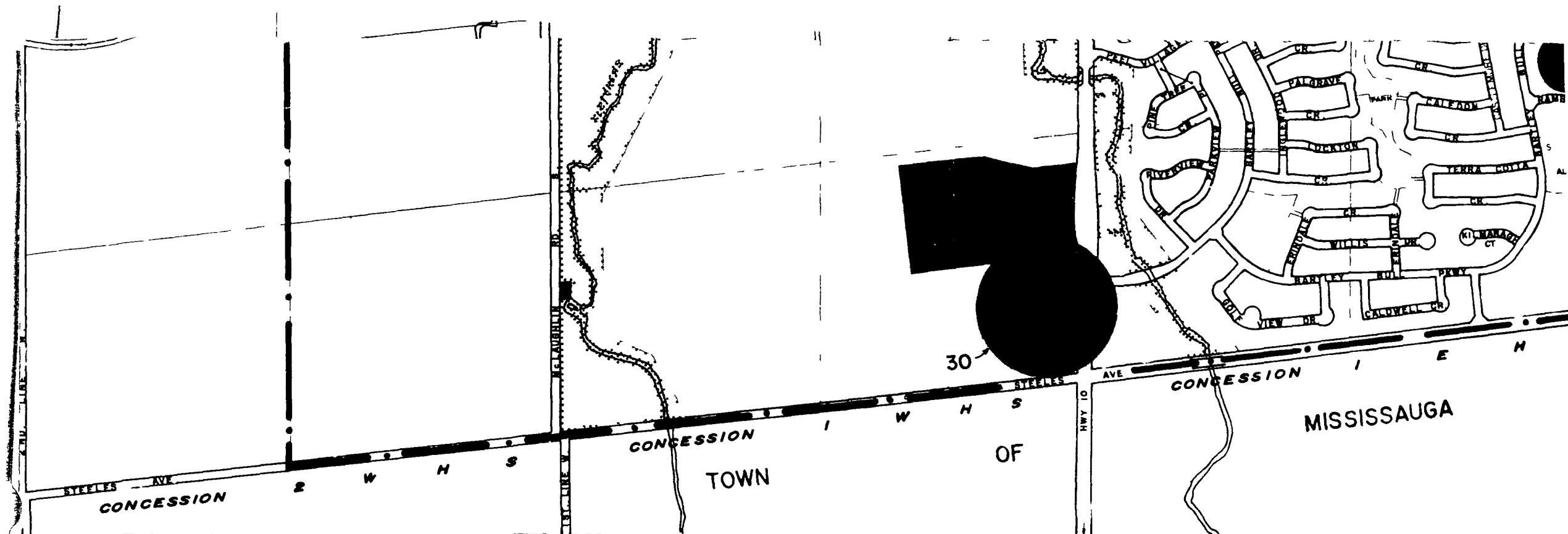
SCALE 1" = 100' 1" = 300' 1" = 1000'

AN - 72 E N - 35

BY - K

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AMENDMENT No 67



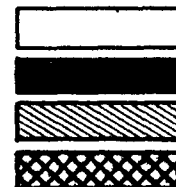
· OFFICIAL PLAN OF THE BRAMPTON PLANNING AREA ·

— INTERPRETATION OF THE PLAN —

THE BOUNDARIES BETWEEN CLASSES OF LAND USE DESIGNATED IN THIS PLAN ARE GENERAL ONLY AND ARE NOT INTENDED TO DEFINE THE EXACT LIMITS OF EACH SUCH CLASS. IT IS INTENDED THEREFORE THAT MINOR ADJUSTMENTS MAY BE MADE TO THESE BOUNDARIES FOR THE PURPOSE OF ANY BY-LAW TO IMPLEMENT THIS PLAN WITHOUT THE NECESSITY OF MAKING FORMAL AMENDMENTS TO THE OFFICIAL PLAN. OTHER THAN SUCH MINOR CHANGES IT IS INTENDED THAT NO AREAS OR DISTRICTS SHALL BE CREATED THAT DO NOT CONFORM WITH THIS PLAN IN RESPECT OF LAND USE.

— LEGEND —

RESIDENTIAL (R)
COMMERCIAL (C)
INDUSTRIAL (I)
GREENHOUSE



OPEN SPACE
INSTITUTIONAL
AGRICULTURAL



THIS MAP DESIGNATED SCHEDULE A TOGETHER WITH THE TEXT CONSTITUTES AMENDMENT No 67
THIS MAP HAS BEEN CONSOLIDATED TO INCLUDE AMENDMENTS No. 1 to 29, 31 to 34, 37 to 49 and 53

SCHEDULE "C"

LEYES

The sum of \$500 (Five Hundred Dollars) per unit

SCHEDULE "D"

Vodden Street Road Widening.

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Brampton, the Regional Municipality of Peel, and Province of Ontario, formerly the Township of Chinguacousy and the County of Peel, containing by admeasurement 2091 square feet, more or less, and being composed of Part of the East Half of LOT SEVEN, Concession One East of Hurontario Street in the said City of Brampton, and which said parcel may be described as follows;

PREMISING the Northwesternly limit of Vodden Street, being also the Southeasterly limit of Parts Two, Five and Six, as shown on Plan 43-R-1766, registered in the Registry Office for the Registry Division of Peel (No. 43), has a bearing of North 38 degrees 22 minutes 30 seconds East, and relating all bearings herein thereto;

COMMENCING at an iron bar found in the said Northwesternly limit of Vodden Street, and which said point also marks the most Southerly angle of the said Part Six as shown on Plan 43-R-1766, and which said point may be located in the following manner;

BEGINNING at the most Northerly angle of the said East Half of Lot Seven; THENCE Southeasterly along the Northeasterly limit of the said East Half of Lot Seven, being also the Southwesterly limit of the Road Allowance between Concessions One and Two, East of Hurontario Street, now known as Kennedy Road 499.52 feet, more or less, to the intersection of the said limit with the said Northwesternly limit of Vodden Street;

THENCE South 38 degrees 22 minutes 30 seconds West, along the said Northwesternly limit of Vodden Street, 434.03 feet, more or less, to an iron bar found marking the said point of commencement;

THENCE North 44 degrees 53 minutes 20 seconds West, along the Southwesterly limit of the said Part Six, as shown on Plan 43-R-1766, 17.12 feet, more or less, to a point;

THENCE North 42 degrees 21 minutes 40 seconds East, 244.52 feet, more or less, to an iron bar found in the said Northwesternly limit of Vodden Street, marking the most Easterly angle of Part Two as shown on the said Plan 43-R-1766;

THENCE South 38 degrees 22 minutes 30 seconds West, along the said Northwesternly limit of Vodden Street, being also along the Southeasterly limits of Parts Two, Five and Six, as shown on the said Plan 43-R-1766, 245.94 feet, more or less, to the point of commencement.

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER

A By-law to prohibit or regulate the use of land and the erection, use, bulk, height and location of buildings on part of the East Half of Lot 7, Concession 1, East of Hurontario Street, Regional Municipality of Peel, City of Brampton.

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

SECTION 1.0 - DEFINITIONS

- 1.1 For the purposes of this by-law the definitions and interpretations given in this section shall govern. Words used in the present tense include future; words in the singular include the plural; the word 'shall' is mandatory and not directory.
- 1.2 Accessory Use or Accessory Building shall mean a use, building or structure that is naturally and normally incidental, subordinate and exclusively devoted to the principal use, building or structure located on the same lot.
- 1.3 Angle of Parking shall mean the number of degrees turned by a vehicle from an aisle into a parking space.
- 1.4 Bachelor Dwelling Unit shall mean a dwelling unit containing neither a separate bedroom nor a separate room capable of providing sleeping facilities only.
- 1.5 Basement shall mean that portion of a building which is partly below grade and which has more than half of its height measured from floor to ceiling, above the finished grade around the exterior of the building.
- 1.6 Building Area shall mean the maximum projected horizontal area of a building at grade measured to the centre of party walls

and to the outside of other walls including airwells and all other spaces within the building, but excluding porches, verandahs, steps, cornices, chimney breasts, fire-escapes, exterior stairways, breezeways, detached accessory buildings, ramps and open loading platforms.

- 1.7 Cellar shall mean that portion of a building which is partly or entirely below grade and which has one-half or less than one-half of its height measured from floor to ceiling above the average finished grade around the exterior of the building.
- 1.8 Day Care Centre shall mean a building or part of a building that is designed to receive for temporary custody for a continuous period not exceeding twenty-four (24) hours more than three (3) children under ten (10) years of age not of common parentage and may be licensed as a day nursery under The Day Nurseries Act, R.S.O. 1970, Chapter 104.
- 1.9 Dwelling Unit shall mean one or more habitable rooms connected together as a separate unit in the same building and which constitutes an independent housekeeping unit for residential occupancy by a family with facilities for persons to sleep, cook and eat and shall include its own sanitary facilities.
- 1.10 Family shall mean (a) an individual; or (b) two or more persons who are related by consanguinity or marriage or legal adoption or (c) a group of not more than five (5) unrelated persons.
- 1.11 Floor Space Index shall mean the ratio of the gross floor area of a building to the area of the lot on which the building is located.
- 1.12 Front Lot Line shall mean the lot line that divides the lot from the street, provided that, in the case of a corner lot, the shorter lot line that abuts a street shall be deemed to be the front lot line.

- 1.13 Front Yard shall mean a yard extending across the full width of the lot between the front lot line and the nearest main wall of the main building or structure on the lot.
- 1.14 Grade shall mean the elevation of the average finished ground level abutting a wall or the walls of a building or structure.
- 1.15 Gross Floor Area shall mean the aggregate of the area of all floors excluding any floor area which is used for building maintenance or service equipment, storage area, laundry facilities, children's play area parking of motor vehicles and other accessory uses.
- 1.16 Height shall mean the vertical height of a building from grade to the highest point of the roof surface in the case of a flat roof, to the mean height level between the eaves and ridge of a gable, hip or gambrel roof, or to the deck line of a mansard roof.
- 1.17 Lot shall mean a parcel of land, that is not less than:
- (a) a whole lot on a registered plan of subdivision or,
 - (b) a parcel of land which complies with the provisions of Section 29 (2) or Section 29 (4) of The Planning Act R.S.O. 1970, Chapter 349 as amended.
- 1.18 Lot Area shall mean the total horizontal area within the lot lines of a lot excluding the horizontal area of such lot usually covered by water or marsh, or beyond the rim of a river bank or watercourse, or between the top and toe of the cliff or embankment having a slope of thirty (30) degrees or more from the horizontal.
- 1.19 Landscaped Open Space shall mean an open space at ground level on a lot which is used for the growth, maintenance, preservation of grass, flowers, trees, shrubs and other landscaping, including a surfaced walk, patio, pool, detached common recreation centre building or similar amenity, but excluding any driveway, ramp, car parking or loading area, curb, retaining wall or any covered space beneath or within any main building or structure.

- 1.20 One or Two Bedroom Dwelling Unit shall mean a dwelling unit that contains respectively one and two separate rooms designed, designated and intended to be used principally for sleeping purposes in addition to the rooms required for the provision of cooking, eating and sanitary facilities.
- 1.21 Parking Area shall mean an open area or a structure, other than a street, used for the temporary parking of two or more automobiles and available for use whether free or for compensation as an accommodation for employees, residents or visitors.
- 1.22 Parking Space shall mean part of a parking area exclusive of driveway, aisles or landscaped open space used for the temporary parking of one automobile.
- 1.23 Roof Garden shall mean an open space at roof top level of a building which is used for the growth, maintenance, preservation of grass, flowers, trees and shrubs and other landscaping including a surfaced walk, patio, pool or similar amenity but excluding any ramp, stairwell, retaining wall or any covered space within any main building or structure.
- 1.24 Senior Citizens Apartment Building shall mean a building other than a triplex, double-duplex, maisonette, row, or multiple dwelling, containing three or more dwelling units which have a common entrance from the street level and the occupants of which have the right to use in common halls and/or stairs and yards.
- 1.25 Side Lot Line shall mean a lot line other than a front or rear lot line.
- 1.26 Side Yard shall mean a yard between the main wall of the main building or structure and the side lot line extending from the front yard to rear yard.
- 1.27 Yard shall mean an open portion of the land on the same lot with the main building or structure, unoccupied and unobstructed except as otherwise provided or required by this by-law, and located between the main building and one of the lot lines of the said lot.

SECTION 2.0 PERMITTED USES

2.1 No land shall be used and no building or structure shall be erected or used within the zone boundary as shown on Schedule "A" hereto attached except in conformity with the provisions of this section.

2.2 Permitted Uses

- (a) A senior citizens apartment building on Lot "A" on Schedule "A" attached hereto,
- (b) a church on lot "B" on Schedule "A" attached hereto,
- (c) day care centre and gymnasium on lot "B" as shown on Schedule "A" hereto attached,
- (d) use accessory to the above.

SECTION 3.0 REGULATIONS

3.1 No land shall be used and no building or structure shall be erected or used within the zone boundaries as shown on Schedule "A" hereto attached except in conformity with the provisions of this section.

Yard Requirements

3.2 The minimum front yard depth, rear yard depth and side yard width shall be determined as shown on Schedule "A" hereto attached.

Canopies

3.3 Canopies shall be allowed to extend from the first floor of the buildings as shown on Schedule "A" hereto attached.

Building Requirements

- 3.4 (a) Only one senior citizens apartment building may be built within the defined "Building Area X" as shown on Schedule "A" hereto attached. The apartment building shall be built in accordance with a floor space index of 1.0,
- (b) the maximum height of the apartment building shall not exceed ten (10) storeys,
- (c) the senior citizens apartment building shall contain only bachelor, one (1) and two (2) bedroom dwelling units. The

maximum number of dwelling units in the apartment building shall not exceed one hundred and twenty-three (123) of which no more than sixty-three (63) units shall be one (1) bedroom dwelling units, forty (40) units shall be bachelor units and twenty (20) shall be two bedroom units,

(d) only a church may be built within the defined "Building Area Y" as shown on Schedule "A" hereto attached,

(e) the church building shall contain only a church assembly hall, reading rooms, administrative offices and other accessory uses,

(f) an underground pedestrian tunnel shall be constructed between "Building X and Y" as shown on Schedule "A" attached hereto,

(g) the existing buildings in "Building Area Z" shall be used for no other purpose than a day nursery and gymnasium,

(h) the height limitations of this by-law shall not apply to elevator enclosure, flag pole, television or radio antenna, church spire, ventilator, skylight or chimney.

Landscaped Open Space

3.5 (a) Not less than fifty (50) per cent of the area of Lot "A" shall be maintained as landscaped open space,

(b) not less than sixty-five (65) per cent of the roof of the senior citizens apartment building shall be maintained as a roof garden,

(c) landscaped open space shall be provided on Lot "B" as shown on Schedule "A" hereto attached.

Parking

3.6 (a) Not less than thirty-one (31) spaces shall be provided on Lot "A" and reserved for use by residents and visitors of the senior citizens apartment building,

(b) not less than one hundred and seventy-nine (179) spaces shall be provided on Lots "A" and "B" which shall be for the use of the church, day nursery and gymnasium,

(c) all parking areas shall be located as shown on Schedule "A" hereto attached and shall have direct and unobstructed access to and from a public street by driveways as shown on Schedule "A" hereto attached,

(d) each parking space shall have unobstructed access to an aisle leading to a driveway and all parking spaces shall be rectangular and shall be exclusive of any other ancillary space and shall have a minimum width of nine (9) feet and a minimum length of twenty (20) feet.

(e) aisles leading to parking spaces and providing unobstructed access from each parking space to a driveway shall have an aisles width of not less than eighteen (18) feet,

(f) all parking spaces, aisles and driveways shall be usable in all seasons and surfaced with hard surface and dustless materials.

Accessory Uses

- 3.7 No fence, hedge or structure, except outdoor recreation facilities, and signs permitted in accordance with Section 3.8 shall exceed a height of six (6) feet within the landscaped open space area designated on Schedule "A" hereto attached.

Service Area

- 3.8 A service area for the loading or unloading of persons, animals or goods with unobstructed ingress and egress to a public street shall be provided as shown on Schedule "A" hereto attached.

Signs and Billboards

- 3.9 (a) No sign shall be erected, installed, posted, displayed or maintained except in accordance with the provisions of Section 3.8. Nothing in this section shall be construed to prohibit the erection, installing, posting, displaying or maintaining of signs by a public body for the safety and the convenience of the public such as road and/or traffic signs and signals, construction notices to warn and notify the public, a public election list or other proclamation and non-illuminated ground or facial trespassing, caution or safety sign,

(b) Incidental signs may be erected indicating parking or loading areas, or for directional purposes provided they are located on the premises and at such locations which will not interfere or impede the view of vehicular or pedestrian traffic.

(c) One ground real estate sign not exceeding six (6) square feet in display area advertising the sale, rental or lease of a premise may be erected provided any such sign is located on the land to which it relates and is not internally luminated.

SECTION 4.0 - ADMINISTRATION

Administration and Enforcement

- 4.1 This by-law shall be administered by the Building Inspector and such other persons as may from time to time be appointed by resolution of the Council.

Violation and Penalty

- 4.2 Every person who contravenes this by-law is guilty of an offence and upon conviction of a breach of any of the provisions of this by-law shall be liable for each offence to a fine of not more than One Thousand Dollars (\$1,000.00) exclusive of costs.
- 4.3 This by-law shall come into force upon approval by the Ontario Municipal Board and takes effect on the date of the final passing thereof.

PASSED BY THE COUNCIL OF THE CORPORATION OF THE CITY OF BRAMPTON.

This day of 1974

Mayor

Clerk

May 16th, A.D. 1974

B E T W E E N :

KENNEDY ROAD TABERNACLE
ASSOCIATION ET AL

- and -

THE CORPORATION OF THE
CITY OF BRAMPTON

MEMORANDUM OF AGREEMENT

GERALD H. MARSDEN
Barrister, etc.,
24 Queen Street East
Brampton, Ontario

SECTION 2.0 DEVELOPMENT PRINCIPLES

- 2.1 Development will proceed only when Council is satisfied that all necessary services and utilities (water, sanitary sewer, storm sewer, street lighting, traffic control, roads sidewalks and electric energy facilities) are adequate and that the appropriate steps have been taken to provide the necessary facilities when deemed necessary.
- 2.2 Within the area which is the subject of this Amendment only a senior citizen high-rise apartment building and accessory uses shall be permitted as a residential use. However, a church, day nursery and gymnasium shall be permitted also.
- 2.3 Council shall determine the maximum number of dwelling units that may be permitted and in no event shall a floor space index of 1.0 be exceeded. Floor space index shall mean the ratio of the gross floor area of the residential building to the net lot area and the gross floor area includes the area of all floors excluding any floor area used for parking, building maintenance and communal facilities.
- 2.4 The development shall be in accordance with the following principles:
- (1) The development shall not pre-empt the capacity of existing and future facilities, i.e. - road, sanitary and storm sewer, water supply, park and recreation and schools thereby inhibiting the development or re-development of nearby lands.
 - (ii) In recognition of the importance of the abutting streets, Kennedy Road North, a Regional road, and Vodden Street, the location of access driveways shall be subject to control to ensure that the traffic function of these streets will not be affected unduly.
 - (iii) Location and siting of buildings and parking areas shall be such to minimize the loss of amenity that may be suffered by the residential

development located adjacent to the subject lands. Accordingly, where deemed necessary by Council, fencing, screening and landscaped open space will be required to ensure the safety, privacy and amenity of the occupants of the proposed development.

- (iv) Usable private open space and recreation area shall be provided for the residential development in such quantity that is acceptable to Council.
- (v) The design of the development must be of a high quality. The following criteria will be used to evaluate the development.
 - (a) The provision of parking to satisfy the expected requirements of the occupants; visitors and guests;
 - (b) the provision of recreation and similar facilities;
 - (c) the provision of pedestrian facilities.

2.5 Council will ensure that adequate setbacks will be established and maintained to provide necessary road widening.

SECTION 3.0 IMPLEMENTATION

- 3.1 Amendment No. 67 will be implemented by an appropriate amendment to the Zoning By-law in such a form which will impose the appropriate zoning classification and regulations in conformity with the development principles.
- 3.2 Council will enter into an agreement incorporating various aspects of site and building design not implemented by the zoning by-law including financial and such other matters as deemed necessary by Council.

SECTION 4.0 INTERPRETATION

- 4.1 The boundaries between classes of land use designated on Schedule "A" are general only and are not intended to define

the exact limits of each such class. It is intended therefore that minor adjustments may be made to these boundaries for the purposes of any by-law to implement Schedule "A" without the necessity of making formal amendment to the Official Plan. Other than such minor changes it is intended that no area or district shall be created that does not conform with Schedule "A".

All numerical figures on Schedule "A" should not interpreted as absolute and rigid. Minor variations from them will be tolerated providing the intent and spirit of the Official Plan is maintained.

- 4.2 The provisions of the Official Plan as amended from time to time with respect to interpretation shall apply to this Amendment.

PART C APPENDICES

APPENDIX I BACKGROUND INFORMATION

1.0 Location
and Land
Use

The location of the subject lands in the City is illustrated by Plate 1 Location Map. The distribution of major land use areas is indicated by Plate 2 - Generalized Land Use - 1974. On the subject lands with access onto Kennedy Road North exist a church and attached gymnasium, a former residence converted into a day nursery and parking facilities. An existing single family detached dwelling and accessory building front onto Vodden Street. The total area of the subject lands is approximately 4.23 acres. The site is bounded on the north and west by residential development, and on the south and east by Vodden Street and Kennedy Road North respectively. A service station is sited on the northwest corner of the intersection of Vodden Street and Kennedy Road North abutting the site.

2.0 Proposal

The senior citizens high-rise building will be 10 storeys in height (approximately 98 feet) and designed in accordance with a floor space index of 1.0. There will be a total of 123 dwelling units comprised of 40 bachelor units, 63 one-bedroom units, and 20 two-bedroom units. Recreational facilities will

constitute a roof garden and landscaped open space. Not less than 50% of the site area for the senior citizens building will be devoted to landscaped open space. Both the church and the senior citizens building will share a common parking area. The senior citizens building will be provided with a maximum of 31 parking spaces. Recognition will be given to the integrated nature of the church/high-density residential project, the location of the 'lot line' between the high-rise apartment and the church for purposes of financing, the use of a right-of-way across the residential site, and the integration of the residential and institutional parking facilities.

Plate 3 illustrates the development concept to be implemented.

PLATE 1

LOCATION PLAN

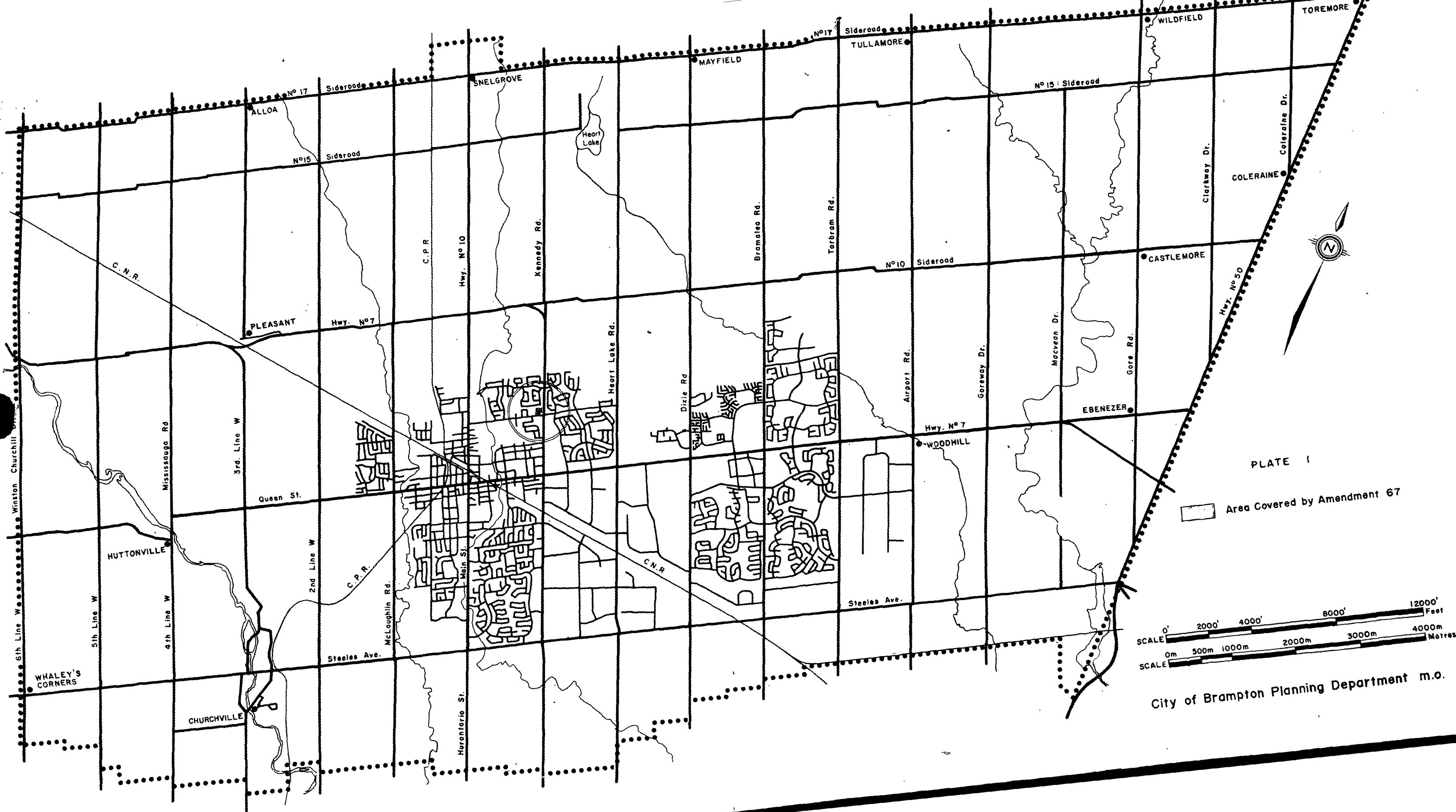
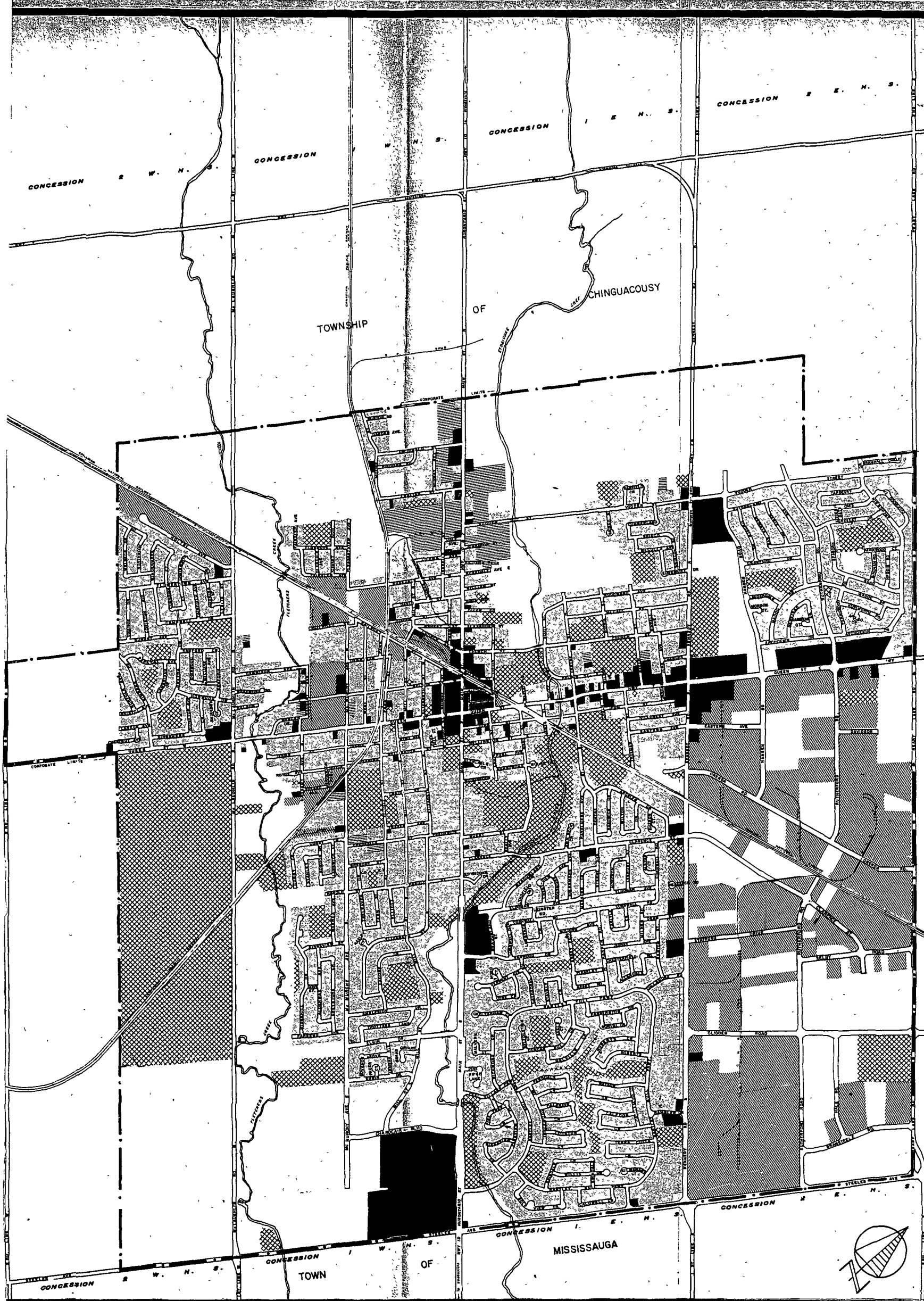


PLATE 2

GENERALIZED LAND USE - 1974



EXISTING LAND USE — GENERALIZED 1974
— LEGEND —

- RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- INSTITUTIONAL and SEMI-PUBLIC (Park, School etc.)
- GREENHOUSES
- VACANT and SUBURBAN RESIDENTIAL



TOWN OF BRAMPTON
PLANNING DEPARTMENT

0' 500' 1000' 2000' 3000'

SCALE

DATE JAN 10, 1973

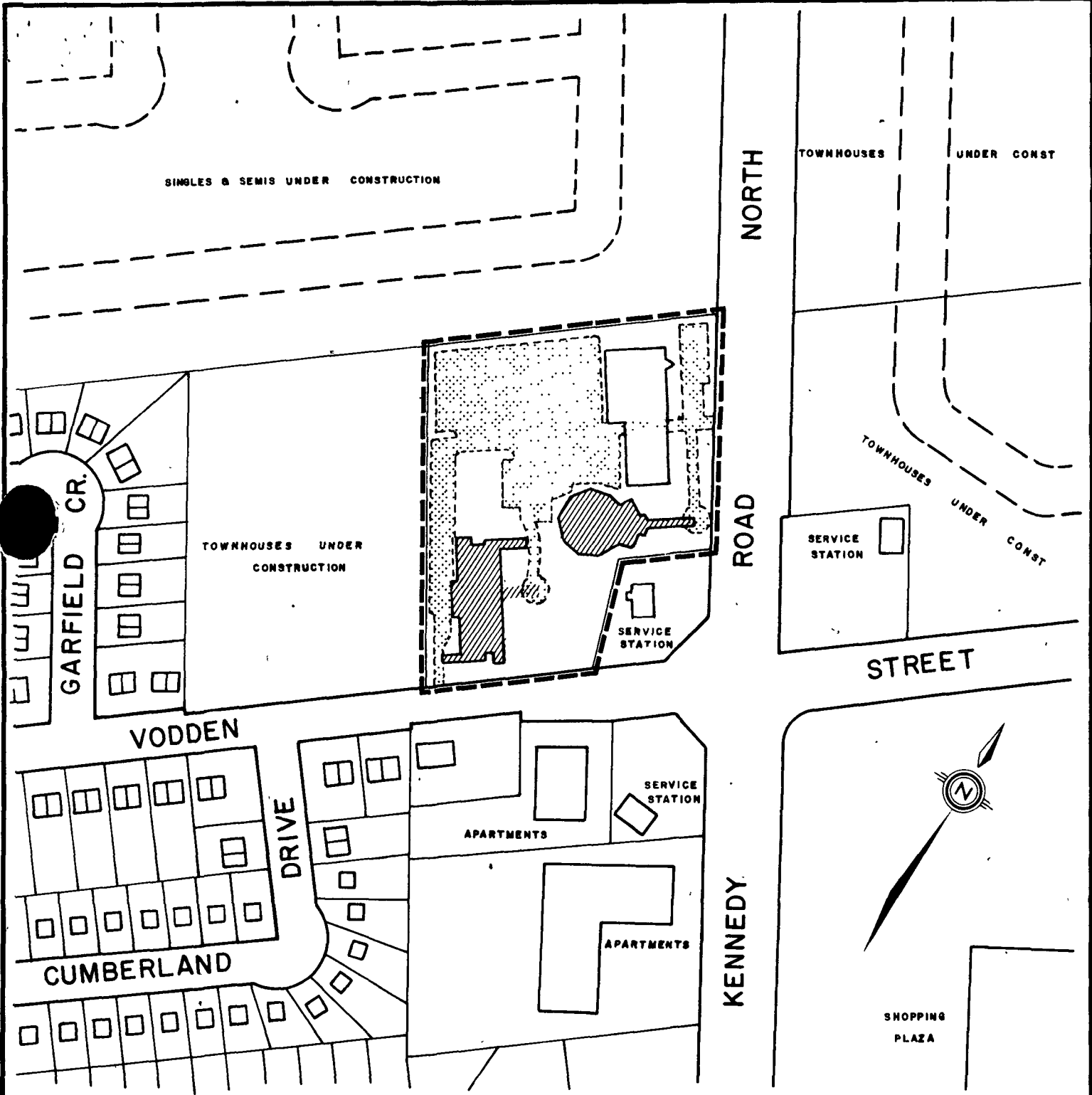
PLAN No 73-1-3

FILE No 0 4 21

DRAWN BY JMK

PLATE 3




DEVELOPMENT CONCEPT



APPLICATION

KENNEDY ROAD TABERNACLE
(SENIOR CITIZENS PROJECT)
CONCEPT PLAN

LEGEND

-  BOUNDARY OF APPLICATION
-  PROPOSED BUILDING AREA
-  DRIVEWAY & PARKING AREA

FILE NO.

CIE7-5

DWG. NO.

PLATE 3

DWN. BY

f

SCALE

1" = 200'

CITY OF BRAMPTON PLANNING DEPARTMENT

- A3 -
APPENDIX II

NOTES OF A PUBLIC MEETING HELD BY CITY COUNCIL ON THURSDAY, MAY 9th, 1974, AT 8.00 p.m. IN THE AUDITORIUM OF CENTURY GARDENS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF VODDEN STREET AND RUTHERFORD ROAD, WITH REGARD TO THE PROPOSED ERECTION OF VARIOUS BUILDINGS BY THE KENNEDY ROAD TABERNACLE.

Chairman: His Worship, the Mayor, James E. Archdekin, opened the meeting with a welcome to those in attendance and introduced the councillors and aldermen.

Agenda: His Worship introduced the Planning Director who indicated the purpose of the meeting which was to give an opportunity to the applicant, Kennedy Road Tabernacle, to outline a proposal to erect a 123 unit 10 storey senior citizens' apartment building and to erect a new tabernacle. The Planning Director indicated the location of the lands in relation to the nearby main intersection of Vodden Street and Kennedy Road North.

Presentation: Mr. William Lawrence, Solicitor for Kennedy Road Tabernacle, was introduced at this time and reported that Reverend Stevens and Peter Pennington were present to speak to the proposal.

Reverend Ronald Stevens explained the aim of "The Heritage", being the name of the residential project. He noted that funds would be obtained from Central Mortgage and Housing Corporation and the Ontario Housing Corporation.

The rents for the dwelling units was indicated would range from \$140.00 for a bachelor apartment on the first floor to \$193.00 per month for a two-bedroom apartment on the 10th floor. He also stated that there was a great need for this type of building for our "Senior Citizens", and asked that serious consideration be given to this matter.

The architect, Mr. Peter Pennington, outlined the principal features of the proposed Tabernacle and the senior citizens' high-rise apartment building by means of drawings. Upon completion of the presentation by Mr. Pennington Mayor James Archdekin asked if there were any questions.

Question: Mr. R. V. Callahan, Alderman - Ward 3, asked if there ramps provided for wheel-chairs and beds for easy access to each floor and the grounds.

Answer: Mr. Pennington noted that the design included ramps and that it would be possible for wheel-chairs to move anywhere and in addition an over-sized elevator would be provided.

Question: Alderman Ellen Mitchell, Ward 9, asked if the flood-lighting of the pinnacle and cross would be an annoyance to the townhouses directly behind the structure.

Answer: Mr. Pennington said that the flood-lighting would illuminate the pinnacle and cross only and would not shine onto the surroundings buildings.

Question: Alderman W. J. Baillie, Ward 8, asked the Planning Director if there would be enough parking spaces provided for the Senior Citizens, also for the cars and buses in connection with the tabernacle.

Answer: It was reported that parking for the senior citizen building would be provided on the basis of 25% of the units which would be more than adequate based upon local experience and that of similar projects. In addition the land would accommodate about a further 182 parking spaces for the tabernacle and for peak demand periods an arrangement in writing has been made with the management of the Centennial Mall for the parking of cars. The use of buses by the tabernacle to transport people would be a further consideration.

It was further pointed out that screening of the parking lot and landscaping would be other features.

Question: Mr. Callahan then asked how long the agreement was for concerning the parking of buses at Centennial Mall.

Answer: Mr. Pennington replied that it was a 5 year contract.

With no further questions the Mayor adjourned the meeting at 8.45 P.M.