

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 51-75

To authorize the execution of an agreement between the Corporation of the City of Brampton, Bramalea Consolidated Developments Limited, and the Regional Municipality of Peel.

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

THAT the Mayor and the Clerk are hereby authorized to execute an agreement between the Corporation of the City of Brampton, Bramalea Consolidated Developments Limited and the Regional Municipality of Peel in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in OPEN
COUNCIL this 24th day of March, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS AGREEMENT made this 25th day of March, 1975. . .

B E T W E E N:

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

(hereinafter called "Bramalea")

OF THE FIRST PART;

THE CORPORATION OF THE CITY OF BRAMPTON

(hereinafter called the "City")

OF THE SECOND PART;

- and -

THE REGIONAL MUNICIPALITY OF PEEL

(hereinafter called the "Region")

OF THE THIRD PART.

WHEREAS a Subdivision Agreement was executed on the 24th day of December, 1973 between Bramalea and The Corporation of the Township of Chinguacousy affecting lands set forth in a proposed plan of subdivision entitled "Residential #8" (hereinafter called the "Agreement") which lands are more particularly described on Schedule "A" attached hereto (hereinafter called the "lands");

AND WHEREAS the Agreement was amended by an agreement between the said parties dated the 24th day of December, 1973;

AND WHEREAS the Regional Municipality of Peel Act, 1973 enacted by the Legislature of Ontario incorporated and established the Region and annexed a portion of the Township of Chinguacousy including the lands to the City.

AND WHEREAS pursuant to the said Act, for the purpose of the Agreement, the Region stands in the place and stead of the Township of Chinguacousy in respect of water and sanitary sewage works and the City is responsible for the other services referred to in the Agreement;

AND WHEREAS an agreement between Bramalea and the Minister of Housing for the Province of Ontario is intended to be executed providing for development of the lands under the Ontario Housing Action Program;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by each of the City and the Region to Bramalea (the receipt whereof is hereby acknowledged) and in consideration of the premises and of the mutual covenants herein;

1. The parties hereto hereby confirm and agree to be bound by the provisions of the Agreement including all schedules thereto, except insofar as it or they are amended hereby.

2. The parties hereto agree that the Agreement is hereby amended by the addition of the following clauses;

(a) Bramalea hereby covenants and agrees that it will not make application for building permits for construction of residential dwelling units on the lands or on the lands shown on a proposed plan of subdivision entitled "Residential #8" described in an Agreement between the parties hereto dated and executed concurrently herewith in the years 1975, 1976 and 1977 in excess of the following:

<u>YEAR</u>	<u>1975</u>	<u>1976</u>	<u>1977</u>
Maximum No. of units	800	900	600

Any building permits not applied for in any year may be applied for and granted in subsequent years. It is understood and agreed that building permits in addition to the above may be applied for and granted in any year with the approval of Council of the City.

(b) Bramalea agrees to pay Regional levies in the amount of \$390.00 per dwelling unit of single family, semi-detached; townhouse; and low-rise multiple type residential development and \$225.00 per dwelling unit in apartment type residential development to be adjusted twice yearly in direct relationship to the composite component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available index reflecting construction costs as of January 30th and July 30th of

townhouse; and low-rise multiple type residential development and \$225.00 per dwelling unit in apartment type residential development to be adjusted twice yearly in direct relationship to the composite component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available index reflecting construction costs as of January 30th and July 30th of each year with the base being established as at January 1st, 1974.

In addition Bramalea agrees to pay as a Regional levy in respect of sanitary sewage the sanitary sewage component of the development levies referred to in paragraph 24 of the Agreement and no payment to the City in respect thereof shall be required.

Such levies shall be paid at the same time and on the same basis as the development levies are paid to the City in accordance with the Agreement and the City is authorized and agrees to collect a cheque payable to the Region for said Regional levies for remittance to the Region within 10 days of receipt of same. The Region hereby confirms that no additional levies will be required from Bramalea or the City in respect of the lands.

- (c) Bramalea hereby covenants and agrees to pay to the credit of the Region that portion of the Engineering fee as set out in paragraph 4 of the Agreement which is three percent (3%) of the cost of regional works except trunk watermains as estimated in the Agreement in Schedule "B" thereto. The Region hereby confirms that no additional Engineering fees shall be required from Bramalea or the City in respect of the lands.
- (d) The Parties hereby agree that no building permit shall be applied for nor shall the City be required to grant any permit

until such time as one or more agreements have been entered into between the Minister of Housing and Bramalea relating to the application of the Ontario Housing Action Program to the lands described in Schedule "A" and the construction and marketing of residential units under that program.

3. Bramalea and the Region hereby agree that Schedule "A" to the Agreement and the Specifications dated the 24th day of October, 1973 referred to therein are hereby amended in accordance with Schedule "B" attached hereto in respect of sanitary sewage and water works.
4. Bramalea and the City hereby agree that Schedule "A" to the Agreement and the Specifications dated the 24th day of October, 1973 referred to therein are hereby amended in respect of storm drainage works in accordance with Schedule "C" attached hereto.
5. Bramalea agrees to divide the security required by paragraph 20 of the Agreement between the City and the Region in amounts bearing direct relationship to the cost of the City works and the Regional works as estimated in Schedule "B" thereto. The parties hereto agree that such security may at the option of Bramalea be in the form of two letters of credit or two bonds in form acceptable to the City Solicitor or the Regional Solicitor as the case may be.
6. The City and the Region hereby covenant and agree upon execution of this agreement and subject to verification that all relevant documentation is complete to advise the Minister of Housing that the conditions applying to the draft approval file number 21T-23779 have been satisfied to their satisfaction.

7. This agreement shall enure to the benefit of and be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Owner and Corporation and Mortgagee have hereonto affixed their corporate seal under the hands of their proper officers duly authorized in that behalf on the date and year first above written.

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

Per: Francis Smith

Per: Samuel Field

THE CORPORATION OF THE CITY OF BRAMPTON

Per: James E. Pichler

Per: Kenneth R. Richardson

THE REGIONAL MUNICIPALITY OF PEEL

Per: [Signature]
ACTING CHAIRMAN

Per: Richard L. Troetz
CLERK

AUTHORIZATION BY-LAW
NUMBER 40-75
PASSED BY THE REGIONAL
COUNCIL ON THE 27th
DAY OF March, 19 75

— SCHEDULE A —

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Chinguacousy, in the County of Peel and Province of Ontario, and being composed of Part of the East Half of Lot 8, Parts of the East and West Halves of Lot 9, Concession 5, East of Hurontario Street, in the said Township, the boundaries of the said lands being described as follows:

PREMISING that the southwesterly limit of the said west half of Lot 9 has an astronomic bearing of North 44 degrees, 08 minutes, 10 seconds West and relating all bearings herein thereto;

COMMENCING at a point in the said southwesterly limit of the west half of Lot 9, 390.78 feet measured southeasterly therealong from the westerly corner thereof;

THENCE South 44 degrees, 08 minutes, 10 seconds East along the said southwesterly limit of the west half of Lot 9, a distance of 85.11 feet more or less to the most westerly angle of a Plan registered in the Registry Office for the Registry Division of Peel as Number 862;

THENCE South 89 degrees, 08 minutes, 10 seconds East along a northerly limit of the said Registered Plan No. 862, a distance of 116.55 feet to an angle therein;

THENCE North 45 degrees, 51 minutes, 50 seconds East continuing along the northerly limit of the said Registered Plan No. 862, a distance of 359.59 feet to a point of curve therein;

THENCE Northeasterly continuing along the said northerly limit of said Registered Plan No. 862, being a curve to the left having a radius of 1,539.00 feet, an arc distance of 448.65 feet to the end of said curve, said arc distance having a chord equivalent of 447.06 feet measured on a course North 37 degrees, 30 minutes, 40 seconds East;

THENCE North 29 degrees, 12 minutes, 30 seconds East along a northerly limit of a plan registered in the said Registry Office as No. 863, a distance of 745.05 feet to a survey monument found marking an angle therein;

THENCE South 57 degrees, 50 minutes, 20 seconds East continuing along a northerly limit of said Registered Plan No. 863, a distance of 471.00 feet to a survey monument found at an angle therein;

THENCE North 66 degrees, 39 minutes, 40 seconds East continuing along the last mentioned limit, a distance of 205.00 feet to a survey monument found at an angle therein;

THENCE South 36 degrees, 20 minutes, 20 seconds East continuing along the last mentioned limit a distance of 340.00 feet to a survey monument found marking an angle therein;

THENCE North 72 degrees, 09 minutes, 40 seconds East along the last mentioned limit and continuing along a northerly limit of a Plan registered in the said Registry Office as Number 864, in all a distance of 485.00 feet to a survey monument found marking an angle therein;

THENCE South 17 degrees, 35 minutes, 20 seconds East along the last mentioned limit, a distance of 60.00 feet to a survey monument found marking an angle therein;

THENCE North 58 degrees, 39 minutes, 40 seconds East continuing along the last mentioned limit, 450.00 feet to a survey monument found marking an angle therein;

THENCE South 68 degrees, 27 minutes, 20 seconds East continuing along the last mentioned limit, 628.82 feet to a survey monument found marking an angle therein;

THENCE North 83 degrees, 09 minutes, 40 seconds East continuing along the last mentioned limit, a distance of 445.00 feet to a survey monument found marking an angle therein;

THENCE North 55 degrees, 38 minutes, 10 seconds East continuing along the last mentioned limit, a distance of 360.22 feet to a survey monument planted at an angle therein;

THENCE North 77 degrees, 09 minutes, 40 seconds East continuing along the last mentioned limit a distance of 76.12 feet more or less to the intersection with a northwesterly limit of a plan registered in the said Registry Office as Number 860;

THENCE Northeasterly continuing along the last mentioned limit, being a curve to the right having a radius of 1,433.40 feet, an arc distance of 334.76 feet to the end of said curve, said arc distance having a chord equivalent of 334.00 feet measured on a course of North 36 degrees, 29 minutes, 10 seconds East;

THENCE North 43 degrees, 10 minutes, 40 seconds East continuing along the last mentioned limit, a distance of 240.36 feet to an angle therein;

THENCE North 00 degrees, 21 minutes, 00 seconds West continuing along the last mentioned limit, a distance of 122.44 feet more or less to the most northerly angle of the said Registered Plan No. 860, said northerly angle being a point in the southwesterly limit of the road allowance between Concessions 5 and 6, East of Hurontario Street, as widened by Instrument No. 89717 V.S.;

THENCE North 43 degrees, 52 minutes, 40 seconds West along the last mentioned limit being the northeasterly limit of the said east half of Lot 8, a distance of 934.82 feet to a survey monument found at an angle therein;

THENCE North 44 degrees, 05 minutes, 00 seconds West continuing along the last mentioned limit, a distance of 406.53 feet to a survey monument found therein;

THENCE South 39 degrees, 43 minutes, 30 seconds East 969.52 feet to a survey monument;

THENCE North 44 degrees, 05 minutes, 50 seconds West 481.66 feet to a survey monument;

THENCE North 39 degrees, 39 minutes, 20 seconds East 767.17 feet to a survey monument;

THENCE North 44 degrees, 05 minutes, 00 seconds West 200.00 feet to a survey monument;

THENCE North 39 degrees, 39 minutes, 10 seconds East 201.94 feet to a survey monument in the southwesterly limit of the road allowance between Concessions 5 and 6, East of Hurontario Street, as widened by Instrument No. 89717 V.S.;

THENCE North 44 degrees, 05 minutes, 00 seconds West along the said widened limit of road allowance, 388.37 feet to a survey monument;

THENCE South 39 degrees, 45 minutes, 10 seconds West 274.86 feet to a survey monument;

THENCE North 44 degrees, 07 minutes, 10 seconds West 150.00 feet to a survey monument;

THENCE North 39 degrees, 44 minutes, 50 seconds West 82.07 feet to a survey monument;

THENCE North 44 degrees, 08 minutes, 10 seconds West 198.67 feet to a survey monument;

THENCE South 39 degrees, 59 minutes, 10 seconds West 599.77 feet to a survey monument;

THENCE North 44 degrees, 07 minutes, 10 seconds West 218.92 feet to a survey monument in the northwesterly limit of said Lot 9;

THENCE South 39 degrees, 59 minutes, 10 seconds West along the northwesterly limit of Lot 9, 276.31 feet to a survey monument;

THENCE South 39 degrees, 59 minutes, 10 seconds West along the northwesterly limit of the said Lot, a distance of 927.30 feet to a survey monument found marking an angle therein;

THENCE South 40 degrees, 52 minutes, 50 seconds West continuing along the last mentioned limit, a distance of 206.45 feet to a survey monument found;

THENCE South 44 degrees, 27 minutes, 20 seconds East along a westerly limit of the said Part 1, a distance of 227.07 feet to a survey monument found;

THENCE South 39 degrees, 52 minutes, 00 seconds West along a northwesterly limit of the said part 1, a distance of 1,774.14 feet to a survey monument found;

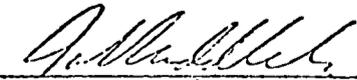
THENCE South 43 degrees, 58 minutes, 10 seconds East along a westerly limit of the said Part 1, a distance of 597.97 feet to a survey monument found;

THENCE South 66 degrees, 07 minutes, 50 seconds West along a northwesterly limit of the said Part 1, a distance of 468.80 feet more or less to the point of commencement.

Prepared by: J. D. BARNES LIMITED, Surveyors

May 28, 1973

Certified Correct:


J. A. Middleton, O.L.S.

SCHEDULE B

Amended engineering specifications for residential areas
7, 8 and 10 for the Regional Municipality of Peel.

1. Sanitary Sewers

- (a) Minimum pipe size - 8" diameter.
The pipe size must be proven in design.
- (b) Minimum manhole size - 48".
- (c) Maximum manhole spacing - 500 ft.
- (d) Curvilinear sewers will be allowed.
- (e) The City of Brampton will be responsible for
the actual location of the sanitary sewers in
the road allowance.
- (f) Minimum Service Connection Size - 4" for single
and 5" for double.
- (g) Drops in Manholes - permissible up to 3 ft. without
a drop connection.
- (h) Concrete cradles will be required at the pipe
entering and leaving the manholes.
- (i) Weeping tiles will not be permitted to be connected
to the sanitary sewer.

2. Water Mains

- (a) Material for pipes - 6"-12" in diameter. It is
recommended that ductile class 2 be used and
that no bedding will be required.
- (b) Minimum cover - 5'6" - required to the top of pipe.
- (c) 2" copper water mains to be allowed on cul-de-sacs.
- (d) Hydrant spacing - 500' in residential areas.
- (e) Valve chambers will be required for valves 12" and
over. However, if valves are located beneath
pavement or sidewalk, then valve chambers will be
required.
- (f) 1" double service connections will be allowed.
- (g) Copper Service Connection material will be required.
- (h) Stainless steel rods will be required for the curb stops.

SCHEDULE "C"

Amended Engineering Specifications of Storm Drainage for Residential Areas 7, 8, and 10 for the Corporation of the City of Brampton.

- A. Bramalea shall elect from one or more of the following(4) minimum standards for the design and construction of the storm drainage system for any part or parts or the whole of the plan.

Minimum Standard No. 1

10 - year Mississauga standard plus adequate provision for continuous overland drainage for roads.

OR

Minimum Standard No. 2

25 - year return storm design where continuous overland road drainage is not possible or special circumstances for certain type of development exists such as shopping centres or high density development.

OR

Minimum Standard No. 3

Under special conditions where the only outlet available for the storm sewer system (such as a watercourse channel or existing pipe outlet) does not have adequate depth to serve system and provide a gravity flow for weeping tiles.

A 2 - year storm design is acceptable with sump pumps mandatory and connections provided to each lot plus adequate provision for continuous overland drainage for roads.

OR

Minimum Standard No. 4

Where a separate collection system is installed for weeping tiles a 2 - year storm design plus adequate provision for overland drainage of roads.

- B. In all cases it is mandatory that the storm sewer be at least deep enough on the street so that any lot can be adequately served and can be drained to a sewer if necessary at any time. Special circumstances such as ravine lots may be exempt. In all cases the sewer will be extended to the ends of the streets within the plan.
- C. All other conditions and specifications of the Agreement shall remain in full force and effect.