

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 52-75

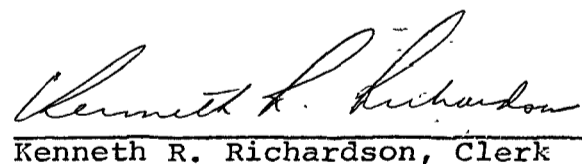
To authorize the execution of an agreement between the Corporation of the City of Brampton, Developmental Investments Limited and the Regional Municipality of Peel.

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, Developmental Investments 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:

DEVELOPMENTAL INVESTMENTS LIMITED  
(hereinafter called "Developmental")

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 Developmental and The Corporation of the Township of Chinguacousy affecting lands set forth in a proposed plan of subdivision entitled "Residential #10" (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 29th 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 if responsible for the other services referred to in the Agreement.

AND WHEREAS an agreement between Developmental 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;

AND WHEREAS the parties hereto have agreed to further

amend the Agreement as hereinafter set forth.

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 Developmental (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) Developmental hereby covenants and agrees that it will not make application for building permits for construction of residential dwelling units on the lands in the years 1975, 1976, 1977 and 1978 in excess of the following:

<u>YEAR</u>	<u>1975</u>	<u>1976</u>	<u>1977</u>
Maximum No. of units	800	800	2,200

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) Developmental 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 each year with the base being established

as at January 1st, 1974.

In addition Developmental 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 the 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 Developmental or the City in respect of the lands.

- (c) Developmental 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 Developmental 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 Developmental 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. Developmental and the Region hereby agree that Schedule "A" to the Agreement and 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. Developmental 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. Developmental 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 Developmental 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-23707 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 hereunto affixed their corporate seal under the hands of their proper officers duly authorized in that behalf on the date and year first above written.

DEVELOPMENTAL INVESTMENTS LIMITED

Per: *James Smith*

Per: *R. J. Purse*

THE CORPORATION OF THE CITY OF BRAMPTON

Per: *James E. Archibald*

Per: *Kenneth A. Richardson*

THE REGIONAL MUNICIPALITY OF PEEL

Per: *[Signature]*  
ACTING CHAIRMAN

Per: *Richard H. Frost*  
CLERK

AUTHORIZATION BY-LAW	
NUMBER	40-75
PASSED BY	REGIONAL
COUNCIL ON THE	27 <sup>th</sup>
DAY OF	March, 1975

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 containing by admeasurement an area of 604.382 acres be the same more or less, and being composed of Parts of Lots 8, 9 and 10, Concession 4 East of Hurontario Street, in the Township of Chinguacousy, the boundaries of the said lands being described as follows:

PREMISING that all bearings herein are astronomic, referred to the Ontario Co-ordinate System Zone 10, Central Meridian 79 degrees, 30 minutes West;

COMMENCING at the southerly angle of Lot 8, Concession 4 East of Hurontario Street;

THENCE North 44 degrees, 00 minutes, 40 seconds West, along the southwesterly limit of the said Lot 8, 2,006.29 feet to an angle therein;

THENCE North 44 degrees, 09 minutes, 40 seconds West continuing along the said southwesterly limit of said Lot 8, 3.94 feet to a survey monument marking the westerly angle of the said lot;

THENCE North 44 degrees, 09 minutes, 40 seconds West, along the southwesterly limit of Lot 9, 2,005.17 feet more or less to an angle therein;

THENCE North 44 degrees, 19 minutes, 30 seconds West, continuing along the said southwesterly limit of Lot 9, 4.34 feet more or less to a survey monument marking the westerly angle of the said Lot 9;

THENCE North 44 degrees, 19 minutes, 30 seconds West, along the southwesterly limit of Lot 10, 2,007.13 feet to the westerly angle of said Lot 10;

THENCE North 39 degrees, 02 minutes, 30 seconds East, along the northwesterly limit of Lot 10, 2,221.98 feet to a survey monument found planted therein;

THENCE North 38 degrees, 28 minutes, 50 seconds East, continuing along the said northwesterly limit of Lot 10, 2,165.83 feet to a survey monument;

THENCE South 55 degrees, 52 minutes, 30 seconds East, 124.65 feet more or less to a survey monument found planted in a line drawn parallel to the northeasterly limit of Lot 10 and distant 17.00 feet southwesterly therefrom measured at right angles thereto;

THENCE South 44 degrees, 22 minutes, 30 seconds East along the said parallel line, 1,875.77 feet more or less to a survey monument;

THENCE South 44 degrees, 07 minutes, 30 seconds East parallel to the northeasterly limit of Lot 9, 831.56 feet to a point;

THENCE South 39 degrees, 33 minutes, 10 seconds West, 147.90 feet to a survey monument;

THENCE South 44 degrees, 07 minutes, 30 seconds East, 264.00 feet to a survey monument;

THENCE North 39 degrees, 36 minutes, 20 seconds East, 147.90 feet more or less to a survey monument planted in the said line drawn parallel to the northeasterly limit of Lot 9 and distant 17.00 feet southwesterly therefrom measured at right angles thereto;

THENCE South 44 degrees, 07 minutes, 30 seconds East, along the said parallel line, 914.94 feet more or less to a survey monument;

THENCE South 44 degrees, 01 minutes, 30 seconds East, parallel to the northeasterly limit of said Lot 8, 2,016.57 feet more or less to a survey monument in the southeasterly limit of the said Lot 8;

THENCE South 39 degrees, 07 minutes, 00 seconds West, along the southeasterly limit of said Lot 8, 660.72 feet more or less to a survey monument found marking an angle therein;

THENCE South 39 degrees, 23 minutes, 00 seconds West, continuing along the said southeasterly limit of Lot 8, 100.01 feet more or less to a survey monument found marking an angle therein;

THENCE South 39 degrees, 12 minutes, 40 seconds West, continuing along the said southeasterly limit of Lot 8, 100.00 feet more or less to a survey monument found marking an angle therein;

THENCE South 38 degrees, 41 minutes, 50 seconds West, continuing along said southeasterly limit of Lot 8, 100.00 feet to a survey monument found marking an angle therein;

THENCE South 39 degrees, 11 minutes, 30 seconds West, continuing along said southeasterly limit of Lot 8, 300.00 feet more or less to a survey monument therein;

THENCE South 39 degrees, 25 minutes, 20 seconds West, continuing along the said southeasterly limit of Lot 8, 300.02 feet more or less to a survey monument found marking an angle therein;

THENCE South 41 degrees, 08 minutes, 40 seconds West, continuing along the said southeasterly limit of Lot 8, 55.70 feet to a survey monument therein;

THENCE South 37 degrees, 54 minutes, 30 seconds West, continuing along the said southeasterly limit of Lot 8, 144.03 feet more or less to a survey monument therein;

THENCE South 38 degrees, 25 minutes, 00 seconds West, continuing along the said southeasterly limit of Lot 8, 200.00 feet more or less to a survey monument therein;

THENCE South 38 degrees, 12 minutes, 20 seconds West, continuing along the said southeasterly limit of Lot 8, 254.21 feet more or less to a survey monument therein;

THENCE South 37 degrees, 17 minutes, 20 seconds West, continuing along the said southeasterly limit of Lot 8, 245.80 feet more or less to a survey monument therein;

THENCE South 37 degrees, 43 minutes, 10 seconds West, continuing along the said southeasterly limit of Lot 8, 89.51 feet more or less to a survey monument therein;

THENCE South 38 degrees, 08 minutes, 20 seconds West, continuing along the said southeasterly limit of Lot 8, 110.40 feet more or less to a survey monument therein;

THENCE South 38 degrees, 28 minutes, 00 seconds West, continuing along the said southeasterly limit of Lot 8, 422.75 feet more or less to a survey monument therein;

THENCE South 38 degrees, 28 minutes, 00 seconds West, continuing along the said southeasterly limit of Lot 8, 77.26 feet more or less to a survey monument therein;

THENCE South 39 degrees, 26 minutes, 30 seconds West, continuing along the said southeasterly limit of Lot 8, 100.01 feet more or less to a survey monument therein;

THENCE South 38 degrees, 10 minutes, 00 seconds West, continuing along the said southeasterly limit of Lot 8, 97.73 feet more or less to a survey monument therein;


THENCE North 54 degrees, 16 minutes, 30 seconds West, along the southeasterly limit of said Lot 8, 3.07 feet;

THENCE South 38 degrees, 24 minutes, 10 seconds West, along said southeasterly limit of said Lot 8, 430.03 feet more or less to a point;

THENCE South 39 degrees, 08 minutes, 30 seconds West, continuing along the said southeasterly limit of Lot 8, 120.0 feet to a point;

THENCE South 39 degrees, 11 minutes, 10 seconds West, continuing along the said southeasterly limit of Lot 8, 505.00 feet more or less to the point of commencement.

Prepared by: J.D. BARNES LIMITED, Surveyors

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

February 26, 1973



## 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. Developmental Investments Limited 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.