



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

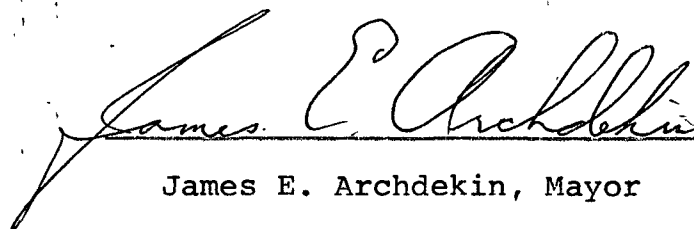
Number 77-76

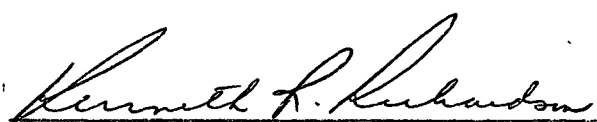
A By-law to authorize the execution of an Agreement between Vroom Developments (Central) Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Lagerquist Greenhouses Limited:

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 Vroom Developments (Central) Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Lagerquist Greenhouses Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council this 22nd day of March, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

PASSED March 22nd 19 76



BY-LAW

No. 77-76

A By-law to authorize the execution of an Agreement between Vroom Developments (Central) Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, and Lagerquist Greenhouses Limited.

*See 2/16
no need
to register
with Henry*

MEMORANDUM OF AGREEMENT made in duplicate
this 19th day of March 1976

B E T W E E N :

VROOM DEVELOPMENTS (CENTRAL) LIMITED
hereinafter called the 'Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON
hereinafter called the 'City'

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL
hereinafter called the 'Region'

OF THE THIRD PART

A N D

LAGERQUIST GREENHOUSES LIMITED
hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the
lands shown on a plan annexed hereto as Schedule "A" and that the
Mortgagees listed above are the only mortgagees of the said pro-
perty;

AND WHEREAS the Owner has applied to the City for rezoning of the said lands and the City is of the opinion that such rezoning would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City taking the necessary steps to rezone the said lands, the parties hereto agree each with the other as follows:

SITE PLAN

1. The lands located on the west side of Main Street North between English Street and Archibald Street in the City of Brampton and more particularly described as Lots 14, 15, 16 and 17 according to Plan ER-9 and Lots 31, 32 and parts of Lots 33 and 34, Plan ER-25 and designated on Schedule "A" annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement provided that the rezoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule "A" to those locations indicated on the said schedule. As construction is undertaken on the buildings, all ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice to the satisfaction of the City Engineer and this work shall be completed before occupancy of any part

Parking areas and access

of the building is permitted by the Owner. 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. The Owner shall use only such locations for access for construction purposes as the City Engineer may approve.

Con-
struc-
tion
access

4. The Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and other material. The City Engineer may give the Owner 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 the Owner forthwith upon being invoiced therefor by the City Engineer.

Main-
taining
adjacent
pavement

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

Con-
struc-
tion
damage

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 buildings will be discharged into the trunk sewer system of the City in a manner satisfactory to the City Engineer. A system of storm water sewers shall be installed by the Owner to the satisfaction of the City Engineer and the City Building and Zoning Co-ordinator and shall be connected to the trunk sewer system or a satisfactory storm

Grading
and
Drainage

sewer outlet of the City at a location to be approved by the City Engineer and the Owner agrees that he shall construct all necessary connections in accordance with engineering plans to be approved by the City Engineer and the Owner agrees that he shall be responsible for obtaining any necessary easements for the installation and maintenance of the storm sewer connection.

The Owner agrees that all internal roads, including curbs, gutters and storm sewers, shall be constructed in locations and in accordance with plans and specifications approved by the City Engineer and to the City standards for pavement strength and all works shall be subject to supervision and inspection by a representative of the City of Brampton Engineering Department.

Detailed grading, building and landscaping plans for the buildings and lands will be filed by the Owner 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 any building permits. The Owner shall sod and landscape the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director of Parks and Recreation. 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 Owner 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, the Owner covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan. All existing trees to be retained (as shown on Schedule "A") shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with Schedule "A" shall be removed without the prior written approval of the City Director of Parks and Recreation.

2.

Grading,
building
and land-
scaping
plans and
approvals

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

The Owner covenants that it will not permit the occupancy of any building or part thereof hereafter erected on the said lands until the "basic services" (hereinafter defined as internal sanitary sewers, internal watermains, 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 Co-ordinator to issue occupancy permits prior to the completion of the parking areas and private driveways provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit have been complied with.

11. The Owner agrees that the landscape plan to be submitted with respect to the lands shall include the proposed locations for a swimming pool of a size of at least twenty feet (20'0") by forty feet (40'0") and a play area to be constructed by the Owner and the Owner agrees to construct the swimming pool and play area in the locations approved on the landscape plan and in accordance with plans and specifications to be approved by the Director of Parks and Recreation and the City Engineer.

OTHER APPROVALS

12. The Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands, regional roads within or affected by the plan and necessary improvements thereto, and other matters

Reg-
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Ser-
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ities

11.

flood-
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pancy

as the said Region may require. The City shall not issue any building permits until provided with confirmation from the Region that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

13.

Hydro
services

The Owner shall enter into such agreements as may be necessary with the proper authority have jurisdiction over hydro services to the lands with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including such payments as the said authority shall require, provided, however, that the electrical distribution system shall be underground. The City shall not be obligated to issue any building permits until provided with confirmation by the authority that the agreements provided for in this clause have been entered into or other satisfactory arrangements have been made.

14.

O.H.A.P.

No building permit shall be applied for by the Owner not granted by the City until such time as one or more agreements have been entered into between the Ministry of Housing and the Owner relating to the application of the Ontario Housing Action Program to the lands and the construction and marketing of residential units under that program and the City has been provided with confirmation from the Ministry of Housing that the agreements provided for by this clause have been entered into or other arrangements satisfactory to the Ministry of Housing have been made. In the event that for any reason there are no grants available to the City of Brampton under the Ontario Housing Action Program with respect to any of the residential units to be erected pursuant to this agreement, then the Owner acknowledges that, in addition to the levies provided for in this agreement, the Owner will pay to the City an additional levy with respect to all residential units not included in the Ontario Housing Action Program calculated as follows:

- (i) with respect to block townhouses or apartment buildings, the sum of Six Hundred Dollars (\$600.00) for each residential unit contained therein;
- (ii) with respect to street townhouses, the sum of Five Hundred and Twenty-Five Dollars (\$525.00) for each residential unit contained therein;
- (iii) with respect to single family or semi-detached buildings and all other buildings the sum of Four Hundred and Fifty Dollars (\$450.00) for each residential unit contained therein;

and such additional levies shall be paid with respect to all the residential units contained in each building prior to the issuance of a building permit.

FINANCIAL

15. The Owner agrees that all municipal taxes in
Taxes arrears and current taxes for which a bill has been issued shall be paid in full before execution of this agreement by the Corporation of the City of Brampton. The Owner also agrees that any local improvement charges outstanding against the lands shown on Schedule "A" shall be commuted for payment and paid in full prior to the execution of this agreement by the City.

16.

Admini-
stration
fees

The Owner shall pay to the City prior to the registration of the plan, in addition to normal permit fees, in respect of administrative, planning, engineering and legal costs incurred by the City and the Region an amount equal to four per cent (4%) of the total cost of the works required by this agreement (not including the cost of any buildings) to a maximum of \$3,500 where the total cost of the work is less than \$100,000; three and a half per cent (3½%) to a maximum of \$15,000 of the cost of the works between \$100,000 and \$500,000; and three per cent (3%) of the cost of the works in excess of \$500,000. The minimum charge under this paragraph shall be \$600. All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated cost of the works for which each of the City and the Region is responsible.

17.

City
levies

The Owner covenants and agrees to pay to the City the following development levies:

- (a) the sum of \$1,218 in respect of each dwelling unit in a single family, semi-detached or town-house building or any multiple residential building not exceeding three storeys in height;
- (b) the sum of \$1,037 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;
- (c) the sum of \$700 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and

- (d) the sum of \$588 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

The development levies provided for herein shall be paid at the following times:

- (i) at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a single-family or semi-detached building, whichever is the sooner;
- (ii) at the time of issuance of a building permit in respect of each dwelling unit other than a single-family or semi-detached building.

The above development levies are effective 1st January 1974 and are 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 prior to the time at which payment of the levy is made.

18. The Owner agrees to pay Regional levies in accordance with the

Reg-
ional
levies following policy:

\$1,300.00
~~\$1,300.00~~ per dwelling unit of a single family, semi-detached,
townhouse and other form of low-rise multiple residential
development other than apartment dwellings.

For apartment type residential development:

\$600.00 per dwelling unit under 900 square feet

in area;

\$900.00 per dwelling unit having an area from 900

to 1,150 square feet;

\$1,200.00 per dwelling unit over 1,150 square feet

in area.

The above levies shall be effective 1st January, 1974 and be adjusted twice yearly as of February 1st and August 1st, of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to February 1st and August 1st, respectively, of each year.

The above Regional levies are subject to the further policy, that Regional levies shall be reduced 10 percent for each of water and sewer purposes where by prior agreement, developers have been exempt from payment of levies for these purposes.

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 such Regional levies for remittance to the Region within ten days of receipt of same.

19.
Road and
bridge
levy

In addition to all other payments and levies provided for herein, the Owner agrees to pay a road and bridge improvement levy in the amount of Two Hundred and Sixty Dollars (\$260.00) per unit for single family, semi-detached and townhouse units and One Hundred and Sixty Dollars (\$160.00) per unit for all other types of dwelling units. These levies are to be increased or decreased in direct relationship to the composite component of the Southern Construction Index (Ontario Series) with the base to be as of 15 January 1976 with review based on the latest Index reflecting construction costs as of January 15 of each year while construction on the land proceeds. The amount of each such levy shall be fixed as at the time of payment of such levy in respect of the use for which the said levy is paid.

These levies shall be paid as follows:

- (a) at the time of conveyance of each single family or semi-detached lot or the issuance of a building permit, whichever is the sooner, in respect of a dwelling unit in a single family or semi-detached building; and
- (b) at the time of issuance of building permits in respect of each dwelling unit in other than a single family or semi-detached building.

Where an arterial road runs through the lands contained within the plan of subdivision, the Owner shall construct two lanes to the arterial road in accordance with the City's specifications and the Owner shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required from the Owner, then the Owner will be reimbursed for the difference.

20. The Owner agrees to provide the City with security in a form satisfactory to the City Treasurer in an amount equal to one hundred per cent (100%) of the cost of the works required to be performed on public property by this agreement as estimated by the City Engineer to ensure the performance of such works prior to the commencement of any works on the lands shown on Schedule "A".

21. The Owner and the City shall establish an "Architectural Control Committee", hereinafter called the "Committee", consisting of three members. The Committee members shall be appointed as follows:

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

The architectural aspects of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Owner shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee; one of which shall be the member appointed by the City Council.

22. The Owner agrees that prior to the registration of any condominium or condominiums within the lands, the Owner will enter into additional agreements with respect to the internal works and other matters related to the condominium developments if required by the municipality.

23. The Owner agrees to convey to the City a ten-foot (10'0") wide road widening along the frontage of the property abutting on Main Street North and a one-foot (1'0") reserve as designated on Schedule "A".

Convey-
ance

24. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, its contractors, servants, workmen and agents, shall be subject to all of the by-laws of the City of Brampton and, more particularly, without limiting the generality of the foregoing, it is understood that the Building By-law of the City of Brampton and any other 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.

City
by-laws

25. The Owner shall not call into question directly or indirectly in any proceeding 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 and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

Agree-
ment
binding

26. The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

Mort-
gagees

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

Succes-
sors
and
assigns

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

VFOOM DEVELOPMENTS (CENTRAL) LIMITED

[Handwritten Signature]

[Handwritten Signature]

THE CORPORATION OF THE CITY OF BRAMPTON

[Handwritten Signature]

[Handwritten Signature] Mayor

[Handwritten Signature] Clerk

AUTHORIZATION BY-LAW
NUMBER 160-76
PASSED BY THE REGIONAL
COUNCIL ON THE 22nd
DAY OF July 1976.

THE REGIONAL MUNICIPALITY OF PEEL

[Handwritten Signature]

[Handwritten Signature]

LAGERQUIST GREENHOUSES LIMITED

[Handwritten Signature]

[Handwritten Signature]

DATED

VROOM DEVELOPMENTS
(CENTRAL) LIMITED

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