THE CORPORATION OF THE CITY OF BRAMPTON

**BY-LAW NUMBER 135-75** 

A By-law to authorize the execution of an Agreement between Her Majesty The Queen in the Right of Ontario and The Corporation of the City of Brampton. (Bramway Properties Limited O.H.A.P.)

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 Her Majesty The Queen in the Right of Ontario and the City of Brampton in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in OPEN COUNCIL this 21st day of July, 1975.

James E. Archdekin, Mayor

Kenneth R. Richardson, Clerk





OntarioMinistry of416/965-6502101 Bloor Street WestHousingHousingToronto, OntarioCorporationM5S 1P8

M7A 2K5

TO HER HONOUR

THE LIEUTENANT GOVERNOR IN COUNCIL

THE UNDERSIGNED has the honour to recommend pursuant to section 7a of The Ministry of Housing Act, 1973, as amended, the proposed agreement dated July 21, 1975 between

> HER MAJESTY THE QUEEN IN THE RIGHT OF ONTARIO as represented by the MINISTER OF HOUSING of the Province of Ontario

> > OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

OF THE SECOND PART

a copy of which agreement is attached hereto, be approved by Your Honour.

Respectfully submitted,

Minister of Housing

Dated at Toronto this 27th day of August, 1975. **BETWEEN:** 

HER MAJESTY THE QUEEN IN THE RIGHT OF ONTARIO as represented by the Minister of Housing of the Province of Ontario

hereinafter called "the Minister"

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF BRAMPTON hereinafter called "Brampton"

OF THE SECOND PART

WHEREAS:

The Minister and Brampton have entered into an agreement (hereinafter called "the Brampton Agreement") dated the 17th day of February, 1975 for the purposes therein set forth.

AND WHEREAS:

The Parties have contemplated that various construction programs would be undertaken by various developers without agreements having been first entered into with the Minister.

AND WHEREAS:

The Parties have agreed that the total of residential units resulting from such programs should properly be calculated as part of the 15,000 residential units described in paragraph 3(b) of the Brampton Agreement.

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the mutual covenants hereinafter contained the Parties hereto do covenant and agree each with the other as follows:

 The recitals hereinbefore set out shall form an integral part of this Agreement.

 The provisions of the Brampton Agreement shall apply, mutatis mutandis, to this Agreement. The Minister will pay grants to Brampton for each residential unit indicated on Schedule "A" hereto attached in the amount of \$450.00 upon the same terms and conditions as provided for in paragraph 5(a) of the Brampton Agreement and such units shall be credited to the program for the issue of 15,000 building permits as set out in paragraph 3(b) of the said Brampton Agreement.

It is understood and agreed that these presents shall extend to, be binding upon and inure to the benefit of all successors, administrators and assigns of each of the parties hereto respectively.

IN WITNESS WHEREOF the parties hereunder set their hands and seals pursuant to lawful authorization so to do.

of Housing nister

THE CORPORATION OF THE CITY OF BRAMPTON

Mayor

Clerk

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