



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

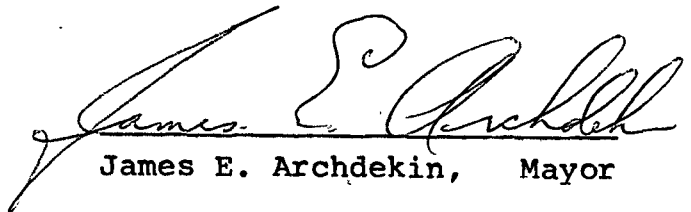
Number 144-76

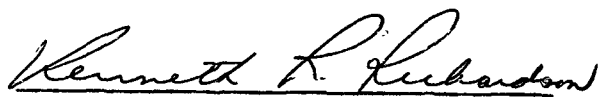
To authorize the execution of an Agreement between Benstrow Investments Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.

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 Benstrow Investments Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel, attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 21st day of June, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk



# BY-LAW

No. 144-76

To authorize the execution of  
an Agreement between Benstrow  
Investments Limited, The Corporation  
of the City of Brampton and The  
Regional Municipality of Peel.

*done 3/76  
no need to  
register  
J.H.  
27 May 76  
amended 17 June*

MEMORANDUM OF AGREEMENT made in duplicate this <sup>21st</sup>  
day of *June* 1976

B E T W E E N :

BENSTROW INVESTMENTS 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

hereinafter called the Mortgagees

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands shown on Schedule "A" annexed hereto and further warrants that the Mortgagees are the only mortgagees of the said lands;

AND WHEREAS the Owner made application to the City to amend the zoning by-laws governing the said lands to permit the erection of one single family dwelling house on the said lands;

AND WHEREAS the City deems that it would not be proper and in the public interest to grant the said rezoning unless the matters and conditions hereinafter set out are provided for;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) paid by the City to the Owner, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter set out, the parties hereto agree as follows:

1. The Owner shall be permitted to erect two semi-detached single-family dwelling units on the lands shown on Schedule "A" provided that the zoning by-law to be passed by the City of Brampton for that purpose receives Ontario Municipal Board approval.
2. 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 pavements and sidewalks in a clean condition and free from earth and other material. The City Engineer may give the Owner 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 Owner forthwith upon being invoiced therefor by the City Engineer. The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees, sub-contractors or material suppliers.

3. The Owner agrees to convey, free of all encumbrance, the easterly eight point two-five feet (8.25 ft.) of the lands shown on Schedule "A" to the City of Brampton for the purposes of widening Mill Street South.

4. It is understood and agreed between the parties hereto that no building permit will be granted for any building on the lands shown on Schedule "A" unless and until the road widening provided for in paragraph 2 hereof is conveyed to the City and all levies and charges required under this agreement have been paid.

5. 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

W  
R  
K  
B.B.S.B.

payment of the levy is made. The parties agree that there is an existing single-family dwelling on the lands shown on Schedule "A" which is to be demolished and that therefore the above noted levies shall not apply to one new unit which will be considered a replacement but shall apply to any additional unit or units.

6. The Owner agrees to pay Regional levies in accordance with the following policy:

\$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

W  
R  
K  
B.B.S.B.

~~The above levies shall be effective 1st January 1974 and be adjusted twice yearly in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series)~~

The above Regional 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 Southern 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.

*RA*  
*RA* *LL* *BB*

7. 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 any buildings, will be discharged in a manner satisfactory to the City Engineer and the City Building and Zoning Co-ordinator.

8. The Owner shall enter into such agreements 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 the necessary valves and appurtenances to service the lands and other matters as the said Region may require. The City shall not issue a building permit for any dwelling unit on the said lands until provided with confirmation from the Region of Peel that the provisions of this paragraph have been complied with.

9. The Owner agrees that cash in lieu of parkland in the amount of Nine Hundred Dollars (\$900.00) shall be paid to the City prior to the issuance of any building permit for the lands shown on Schedule "A" annexed hereto.

10. The Owner agrees that all possible trees presently existing on the site shall be preserved and the Owner agrees that all existing trees to be retained must be fenced and protected during construction and no existing tree shall be removed without prior approval in writing from the City Parks and Recreation Director. The Owner agrees to provide and plant a minimum of one deciduous tree (minimum one and one-half inch (1½") caliper) on the boulevard in front of each lot if required by the Director of Parks and Recreation of the City. Type and size of tree to be submitted to the City for approval prior to planting.

11. The Owner agrees to pay to the City prior to the issuance of a building permit, in addition to normal permit fees, in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an administration fee in the amount of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible.

12. 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.



13. 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 and/or the Region of Peel.

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

BENSTROW INVESTMENTS LIMITED

B. Battiston President

L. Battiston Treasurer

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin  
JAMES E. ARCHDEKIN MAYOR

Kenneth R. Richardson  
K. R. RICHARDSON CLERK

THE REGIONAL MUNICIPALITY OF PEEL

L.H. Fanning  
CHAIRMAN

Richard H. Frost  
CLERK

AUTHORIZATION BY-LAW  
NUMBER 188-76  
PASSED BY THE REGIONAL  
COUNCIL ON THE 9<sup>th</sup>  
DAY OF September 1976.

LOT 42  
PLAN BR-7

Proposed  
Building  
Area

R2

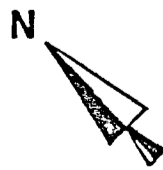
Proposed Widening

MILL STREET (South)

WELLINGTON STREET (West)

Original 49.5' Road Allowance

CITY OF BRAMPTON  
SCHEDULE 'A'

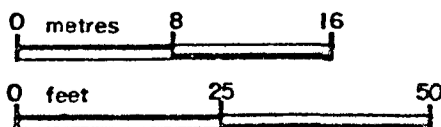


Drawn	ps
Date	Mar. 19, 1976
File No.	CIW5.7
Dwg. No.	A

Legend

 Zone Boundary

Scale



CITY OF  
**BRAMPTON**  
PLANNING  
DEPARTMENT

ED

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BENSTROW INVESTMENTS LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

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A G R E E M E N T

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JUDITH E. HENDY  
CITY SOLICITOR  
CITY OF BRAMPTON