

THE CORPORATION OF THE CITY OF BRAMPTON

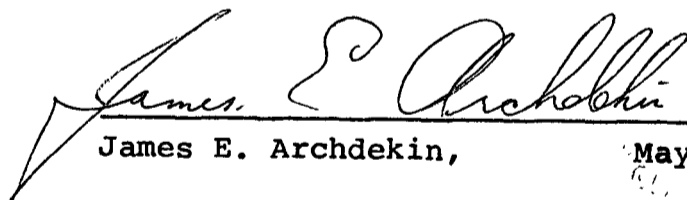
BY-LAW NUMBER 175-75

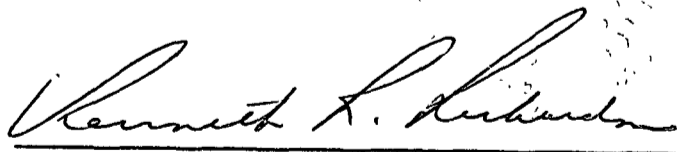
To authorize the execution of an Agreement between Bramalea Consolidated Developments Limited, The Regional Municipality of Peel And The Corporation of the City of Brampton.

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 Bramalea Consolidated Developments Limited, The Regional Municipality of Peel and The Corporation of the City of Brampton, attached hereto as "Schedule A".

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN
COUNCIL THIS 22nd day of September, 1975.


James E. Archdekin, Mayor


K. R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this *17th* day
of *September* 1975

B E T W E E N :

BRAMALEA CONSOLIDATED DEVELOPMENTS 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

WHEREAS the Owner warrants that it is the owner of the
lands shown on a plan annexed hereto as Schedule "A" not subject
to any mortgage;

[Handwritten signatures and initials]
RF

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 north side of Central Park Drive between Grenoble Boulevard and Greenbriar Road and more particularly described as Block E according to a plan of subdivision registered in the Registry Office for the Registry Division of Peel (No. 43) as Plan Number 859 shall be developed in accordance with the site plan annexed hereto as Schedule "A" to this agreement provided that the rezoning by-law 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
access

[Handwritten signatures and initials]
RF

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

Grading
and
Drainage

and the City Building and Zoning Co-ordinator and shall be connected to the trunk sewer system of the City at a point on an access road adjacent to the property as designated by the City Engineer.

7. All internal roads, sidewalks, walkways and parking areas shall be constructed in accordance with/special plans and specifications approved by the City Engineer and all work shall be subject to supervision and inspection by a representative from the City of Brampton Engineering Department.

8. 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.

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[Handwritten initials] RF

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

10. Occu-pancy
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. Swim-ming pool
The Owner agrees that the landscape plan to be submitted with respect to the lands shall include the proposed location for a swimming pool and tot lot to be constructed by the Owner and the Owner agrees to construct a swimming pool and a tot lot on the lands shown on Schedule "A" in the locations approved on the landscape plan and in accordance with plans and specifications approved by the Director of Parks and Recreation and the City Engineer. and the Building and Zoning Co-ordinator.

12. Regional water and sewer approval
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 and any other matters 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

RF
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J. G. W. S. U

for by this clause have been entered into or other satisfactory arrangements have been made.

13. 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. No building permit shall be applied for by the O.H.A.P. 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:

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- (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.

15.

MTRCA
approval

The Owner acknowledges that there is a small watercourse located on the lands shown on Schedule "A" annexed hereto and the Owner agrees that there shall be no alteration of or interference with the said watercourse except in accordance with plans approved by the Metropolitan Toronto and Region Conservation Authority.

FINANCIAL

16.

Taxes

The Owner agrees that all municipal taxes in 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.

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17. 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 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.

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

City 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.

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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.

19. The Owner agrees to pay Regional levies in accordance with the following policy: Regional impost charges in the amount of \$90 per capita effective 1st January 1974 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, shall be assessed on all residential development with exceptions only as set out herein. Where there is no per capita unit of measurement for the various types of dwelling unit available from the area municipality concerned, the following amounts will apply, both subject to adjustment in accordance with the Southam Index as detailed above:

\$390 per dwelling unit of single family semi-detached; townhouse; and low-rise multiple type residential development.

\$225 per dwelling unit in apartment type residential development.

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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.

20.

Perform-
ance
guarantee

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.

Arch.
Control
Com.

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

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22.
City
by-laws

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.

23.
Agree-
ment
binding

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.

24.
Mort-
gagees

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.

25.
Succes-
sors
and
assigns

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.

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.

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

J.R.M.
Mary Hunt

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
JAMES E. ARCHDEKIN MAYOR

Kenneth R. Richardson
KENNETH R. RICHARDSON CLERK

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW
NUMBER 188-75
PASSED BY THE REGIONAL
COUNCIL ON THE 25th
DAY OF September 1975.

S. J. Lamons
Chairman

Richard L. Frost
Clerk

DATED:

BRAMALEA CONSOLIDATED
DEVELOPMENTS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICI-
PALITY OF PEEL

AND

A G R E E M E N T

JUDITH E. HENDY
CITY SOLICITOR
CITY OF BRAMPTON
24 QUEEN STREET EAST
BRAMPTON, ONTARIO
L6V 1A4