



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW



Number 188-82

To adopt Amendment No. 4 to the Official Plan of the City of Brampton Planning Area and to adopt Amendment No. 4a to the Consolidated Official Plan of the City of Brampton Planning Area.

The Council of The Corporation of the City of Brampton, in accordance with the provisions of the Regional Municipality of Peel Act, and the Planning Act, hereby ENACTS as follows:

1. Amendment No. 4 to the Official Plan of the City of Brampton Planning Area and Amendment No. 4a to the Consolidated Official Plan of the City of Brampton Planning Area, are hereby adopted and made part of this By-law.
2. The Clerk is hereby authorized and directed to make application to the Minister of Municipal Affairs and Housing for approval of Amendment No. 4 to the Official Plan of the City of Brampton Planning Area and Amendment No. 4a to the Consolidated Official Plan of the City of Brampton Planning Area.

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council this 13th day of SEPTEMBER, 1982.

	
FRANK ANDREWS	ACTING MAYOR
	
RALPH A. EVERETT	CITY CLERK

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this
13th day of *SEPTEMBER*, 1982.

B E T W E E N :

BRAMALEA 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

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule A annexed hereto (herein called the "lands"), and further warrants that there are no Mortgagees of the lands;

AND WHEREAS the Owner wishes to develop the lands and the City is of the opinion that this development 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;

JANUARY/82

AND WHEREAS the lands are situate in the site plan control area designated by By-law 275-79 passed pursuant to section 40 of the Planning Act, R.S.O. 1980, c. 379, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner covenants, promises and agrees with the City as follows:

1.
Works

For the purposes of this agreement, the "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.
Approved
Site
Plan

2.1 The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D

attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 325, as amended, shall apply.

Rezoning

2.2 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.

Commis-
sioner of
Public
Works

For the purpose of this agreement,
"Commissioner of Public Works" shall mean the Commissioner of Public Works for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

4.

Ingress
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking

areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

5. The Owner shall use only such locations for
Access access for construction purposes as the Commissioner of
Public Works may approve.

6. 6.1 During construction, the Owner agrees to
Clean employ and keep employed a sufficient number of sweepers
Site 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 mud. The Commissioner of Public
Works may give the Owner twenty-four (24) hours notice to
remove and clean up any earth and mud from such pavement
and sidewalks and in default the Commissioner may cause
such work to be done either by the Municipality's own
equipment and employees or by an independent contractor
and the cost thereof shall be paid by the Owner forthwith
upon being invoiced therefore by the Commissioner.

6.2 The Owner shall take all precautions necessary
to protect the public against injury on any lands set out
in the site plan and where necessary keep danger signals
out at night and at such other times and places as public
safety may required.

7. The Owner will be responsible for any damage
Construc- caused to the roadways, curbs, pavements, boulevards or
tion plantings thereon caused by the construction carried out
on the Owner's site by the Owner, its agents, servants,
employees, subcontractors or material suppliers.

All matters incidental to the provision of all
the works and other matters referred to in this agreement
and shown on the site plan and all other approved plans

referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

8. The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the lands, including the roof water from the buildings, will be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

9. The Owner shall, at its own expense:

Approved Plans 9.1 carry out, provide, install, erect,--construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on detailed plans and specifications for these works which have been or shall be approved by the Commissioner of Public Works, the Commissioner of Buildings and By-law Enforcement, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner

of Public Works, the Commissioner of Buildings and By-law Enforcement and the Commissioner of Planning and Development as the case may be.

9.3 in the event any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement, any such plan, when approved, shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

10. If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11. All existing trees to be retained as shown on the approved landscape plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12.

Occupancy

The Owner covenants that it will not permit the occupation of any building or parts thereof hereafter erected on the lands:

- 12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and
- 12.2 except in accordance with the provisions of the Building Code Act, R.S.O. 1980, chapter 51, as amended, and all regulations made pursuant thereto, and
- 12.3 the landscape plan required by this agreement is approved by the Commissioner of Planning and Development.

Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13.

Landscape-
ing and
Fencing

- 13.1 The Commissioner of Planning and Development, may in his sole discretion, not require the landscape plan required by this agreement to be approved prior to the issue of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape plan shall be submitted and approved by the Commissioner of Planning and Development prior to the issue of an occupancy permit for any building or parts thereof as shown on the site plan prior to the issue of an

occupancy permit as required by the City's by-laws and the Owner further acknowledges that this occupancy permit will not be issued until the landscape plan is approved.

13.2 All landscaping shown on the approved landscape plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.3 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape plan referred to in Schedule B attached hereto, or shall be shown on the landscape plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14.

Regional
Services

The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services

and other matters under the jurisdiction of the Region which are required to be provided by this agreement, shall be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

15.

Hydro

Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

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 a building permit is issued.

17.

Security

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraph 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development:

17.1.1

all the works required by this agreement to be constructed on public lands.

Security Required: TO BE DETERMINED BY THE
\$COMMISSIONER OF PUBLIC WORKS

17.1.2

all landscaping and fencing shown on the approved landscape plan.

Security Required: TO BE DETERMINED BY THE
\$COMMISSIONER OF PLANNING AND
DEVELOPMENT

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas.

Security Required: \$ N I L

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

17.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works

for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default
& Entry
on the
Lands

17.4 If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then, in that case, the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in its opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose

decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of
Works

17.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

18.
Insurance

The Owner shall obtain from an insurance company acceptable to the City, insurance coverage in respect of liability for property damage and personal injury. Such policy or policies shall:

- 18.1 be issued in the joint names of the Owner and the City (or include as an additional insured, the City);
- 18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;
- 18.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";

18.5 contain no exclusions for damage or loss from blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and

18.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

If required by the City, the Owner shall prove to the satisfaction of the City that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.

The Owner shall file a renewal certificate with the City not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the City shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the land within the plans cease until the policy is renewed.

The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or larger claims, if any, for which it may be held responsible.

GENERAL

19.
Convey-
ances

19.1 The Owner shall, prior to the issuance of any building permits and at its own expense, including all surveying and registration expenses, convey to the City free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.

Solicitor's
Certificate

19.2 The Owner shall provide the City with a Solicitor's Certificate prior to the issuance of any building permits certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from all encumbrances and that the City and/or the Region as the case may be is the registered owner thereof.

20.
Glare

All floodlighting on the land shall be designed and oriented so as to minimize glare on adjacent roadways and other properties.

21.
Snow
Removal

The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.

22.
Indemni-
fication

The Owner shall indemnify the City against all actions, suits, claims, demands and costs, whatsoever arising by reason of the Owner, his agents or employees doing, failing to do, or doing incorrectly or negligently anything he is required to do by the terms of this agreement.

23.
The
Mechanics'
Lien Act

23.1 The Owner shall comply with all of the provisions of the Mechanics' Lien Act, R.S.O. 1980, chapter 261, as amended, from time to time (herein called the "Act"), and without limiting the generality of the

foregoing, shall hold in its possession the statutory holdback and any additional amounts required to be held by reason of any notice received pursuant to the Act. These funds shall not be disbursed except in accordance with the Act.

23.2 The Owner shall, within ten (10) days of receiving written notice from the City to do so, discharge and vacate all claims for lien and certificates of action registered or filed pursuant to the Act which affect any lands owned by the City, including public highways, and which arise out of the performance of this agreement by the Owner.

23.3 The Owner shall indemnify and hold harmless the City and the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the City and/or the Region pursuant to the Act arising out of the performance of this agreement by the Owner.

23.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 17 of this agreement:

23.4.1 to discharge and vacate all claims for lien and certificate of action registered or filed pursuant to the Act which affect any lands owned by the City including public highways, in the event the Owner defaults on the performance of paragraph 23.2 of this agreement; and

23.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 23.3 of this agreement.

23.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 17 of this agreement until the City is satisfied that all of the provisions of paragraphs 23.1, 23.2 and 23.3, together with all other applicable provisions of this agreement, have been complied with.

24. Notwithstanding any of the provisions of this By-laws agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City presently in force.

25. The lands more particularly described in Lands Schedule A annexed hereto are the lands affected by this Affected agreement.

26. The Owner shall not call into question Agreement directly or indirectly in any proceedings whatsoever in Binding 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 proceeding.

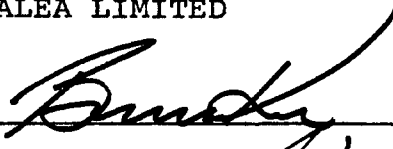
27. The Owner consents to the registration of this Cost of agreement on the title to the lands and the Owner agrees Registra- to pay to the City the cost of this registration and the tion cost of registration of all conveyances of land, grants of easement, and other documents required by this agreement


on the title to the whole or any part of the lands. Prior to the issue of a building permit, the Owner shall deposit with the City a sum of money estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

28. The covenants, agreements, conditions and
Successors undertakings herein contained on the part of the Owner
& Assigns 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 Regional Municipality of Peel.

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 LIMITED





TITLE


Vice-President TITLE

AUTHORIZATION BY-LAW	
NUMBER	189-82
PASSED BY CITY	
COUNCIL ON THE	13 th
DAY OF	SEPTEMBER 1982

THE CORPORATION OF THE CITY OF BRAMPTON



ACTING MAYOR


RALPH A. EVERETT CITY CLERK

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

(probably going to a Reference Plan)

SCHEDULE B

SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.				
ELEVATION CROSS-SECTION DRAWINGS	DETAILED ELEVATION CROSS-SECTION DRAWINGS SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.				
LANDSCAPE PLAN	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED.				
GRADING AND DRAINAGE PLAN	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED.				
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	TO BE APPROVED PRIOR TO A BUILDING PERMIT BEING ISSUED.				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	NOT REQUIRED				

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

N I L

SPECIAL PROVISIONS

1.

Concept
Site
Plan

The Owner covenants and agrees that the lands shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule D-1. The Owner further acknowledges and agrees that building permits will not be issued until such time as the detailed site plan and the detailed elevation cross-section drawings and all other drawings referred to in Schedule B are approved in accordance with By-law 50-82.

2.

Right-of
Way

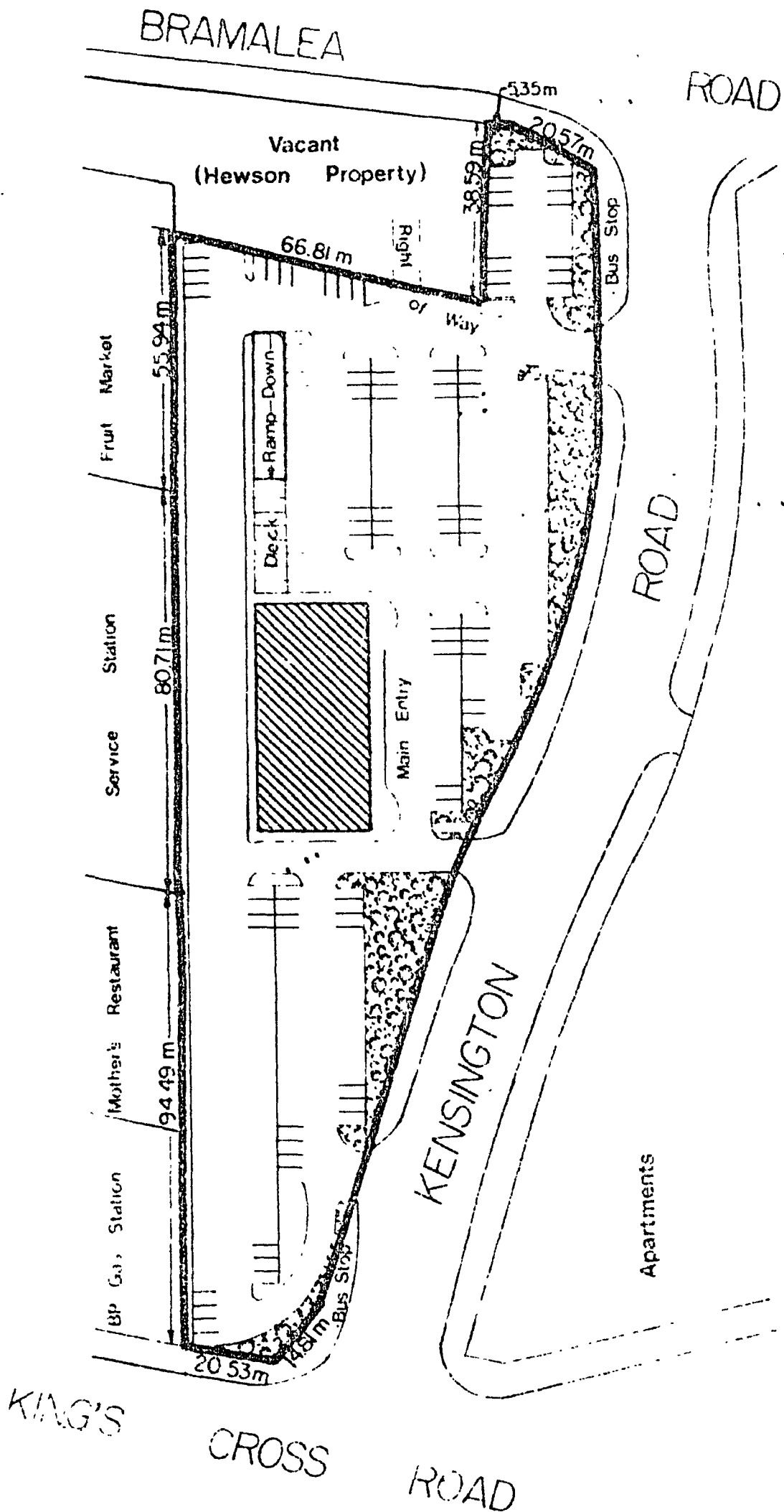
The Owner shall, prior to the issuance of any building permit, convey to the City, in a location and form satisfactory to the City and the owner of the lands shown on Schedule D-1 (the Hewson property), a right-of-way from Kensington Road to the Hewson property in the approximate location shown on Schedule D-1.



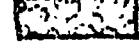
The City shall hold this right-of-way and convey it to the owner of the Hewson property in accordance with the provisions of a rezoning/site plan agreement between the owner of the Hewson property and the City for the development of the Hewson property.

3.

0.3 Metre
Reserves

The City shall, within sixty (60) days following approval of the detailed site plan pursuant to By-law 50-82, convey to the Owner those parts of the 0.3 metre (1 foot) reserve along Kensington Road (Block G, Plan 962), presently owned by the City in the locations of the entrances to the lands shown on Schedule D-1. The Owner shall provide, at its own expense, a survey and legal description of the lands to be conveyed.



-  Site Boundary
-  Building Area
-  Landscaped Open Space

DEVELOPMENT AGREEMENT
Schedule D - I



H200

CITY OF BRAMPTON
Planning and Development

Date: 82 08 03

File no. C4E5.17

Drawn by: RB

Map no. 63-21C

CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that

(Insured Party)

has comprehensive general liability insurance coverage with

(Insurance Company)

under Policy No. _____, for the work at

(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs,
2. applies to hazard or damage from "completed operations",
3. includes the City and the Region as an additional named insured,
4. contains no exclusions for damage or loss from blasting, vibration, the removal or weakening of support, or from any other work that may be required in connection with construction,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City, and
6. shall be in effect for the period of this agreement, including any period of guaranteed maintenance,

and that the policy (or policies) complies with all requirements of Clause 18 of the agreement dated _____, between

_____ and

The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: _____

COUNTERSIGNED: _____

NAME OF AGENCY OR COMPANY: _____

ADDRESS: _____

DATED: _____

BRAMALEA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

A G R E E M E N T

CITY OF BRAMPTON,
LAW DEPARTMENT,
150 CENTRAL PARK DRIVE,
BRAMPTON, ONTARIO.
L6T 2T9



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 188-82


To adopt Amendment Number 4 to
the Official Plan of the City of
Brampton Planning Area.

The Council of The Corporation of the City of Brampton, in accordance with the provisions of the Regional Municipality of Peel Act, and the Planning Act, hereby ENACTS as follows:

1. Amendment Number 4 to the Official Plan of the City of Brampton Planning Area is hereby adopted and made part of this by-law.
2. The Clerk is hereby authorized and directed to make application to the Minister of Municipal Affairs and Housing for approval of Amendment Number 4 to the Official Plan of the City of Brampton Planning Area.

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council

this 13th day of September, 1982


F. ANDREWS - Acting Mayor.


Ralph A. Everett, Clerk.

ORIGINAL

21-0P-0031-4

AMENDMENT NUMBER 4
to the Official Plan for the
City of Brampton Planning Area

-1

Amendment No. 4A
to the
Consolidated Official Plan for the
City of Brampton Planning Area and
Amendment 4 to the Official Plan
for the City of Brampton Planning Area

I hereby approve, in accordance with Section 14(3)
of the Planning Act, the further and final portions of
Amendment 4 to the Official Plan for the City of
Brampton Planning Area and Amendment 4A to the
Consolidated Official Plan for the City of Brampton
Planning Area:

1. Section 3.1, page 1, in its entirety.

Date ... Jan: 20/84 ... D. P. McHugh

D. P. McHUGH
Director
Plans Administration Branch
Central and Southwest
Ministry of Municipal Affairs and Housing

Amendment No. 4a
to the
Consolidated Official Plan for the
City of Brampton Planning Area and
Amendment No. 4 to the Official Plan
for the City of Brampton Planning Area

This Amendment to the Consolidated Official Plan for the City of Brampton Planning Area and to the Official Plan for the City of Brampton Planning Area, which has been adopted by the Council of the Corporation of the City of Brampton, is hereby approved in accordance with section 17 of the Planning Act as Amendment No. 4a to the Consolidated Official Plan for the City of Brampton Planning Area and Amendment No. 4 to the Official Plan for the City of Brampton Planning Area, save and except the following, which will be deferred for further consideration pursuant to section 14(3) of the Planning Act:

1. Section 3.1, page 1, in its entirety.

Date*Oct. 19/82*.....

D. P. McHugh
D. P. McHugh, Director
Plans Administrative Branch
Central & Southwest



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 188-82

To adopt Amendment No. 4 to the Official Plan of the City of Brampton Planning Area and to adopt Amendment No. 4a to the Consolidated Official Plan of the City of Brampton Planning Area.

The Council of The Corporation of the City of Brampton, in accordance with the provisions of the Regional Municipality of Peel Act, and the Planning Act, hereby ENACTS as follows:

1. Amendment No. 4 to the Official Plan of the City of Brampton Planning Area and Amendment No. 4a to the Consolidated Official Plan of the City of Brampton Planning Area, are hereby adopted and made part of this By-law.
2. The Clerk is hereby authorized and directed to make application to the Minister of Municipal Affairs and Housing for approval of Amendment No. 4 to the Official Plan of the City of Brampton Planning Area and Amendment No. 4a to the Consolidated Official Plan of the City of Brampton Planning Area.

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council this 13th day of SEPTEMBER, 1982.


FRANK ANDREWS ACTING MAYOR


RALPH A. EVERETT CITY CLERK

1. Purpose:

The purpose of this amendment is to change the land use designation of lands shown outlined on Schedule A attached hereto from Residential to Service Commercial and to provide guidelines for the development of the subject lands.

2. Location:

The lands subject to this amendment are located on the north side of Kensington Road west of Bramalea Road, being part of Lot 5, Concession 4, E.H.S. (geographic Township of Chinguacousy, County of Peel) in the City of Brampton.

3. Details of the Amendment and Policies Relative Thereto:

3.1 The Official Plan for the City of Brampton is hereby amended:

- (1) by changing, on Schedule "A" thereto, the land use designation of lands shown outlined on Schedule A to this amendment, from Residential to Commercial;
- (2) by changing Schedule "F" to designate as Highway and Service Commercial the lands shown outlined on Schedule A to this amendment;
- (3) by deleting subsection 7.2.7.20 and substituting therefor the following:

"7.2.7.20 Area 20: Avondale

Chapters C13, C21, C25, C27, C38 and C40 of Section C of Part C and Plate Numbers 14, 29, 30, 31 and 32 of the Consolidated Official Plan of the City of Brampton Planning Area, as amended by Amendment Numbers 9, 21, 24, 75, and Amendment Number 4 to this Official Plan are combined, and shall constitute the Avondale Secondary Plan."

3.2 The Consolidated Official Plan of the City of Brampton Planning Area, as it relates to the Avondale Secondary Plan, is hereby amended:

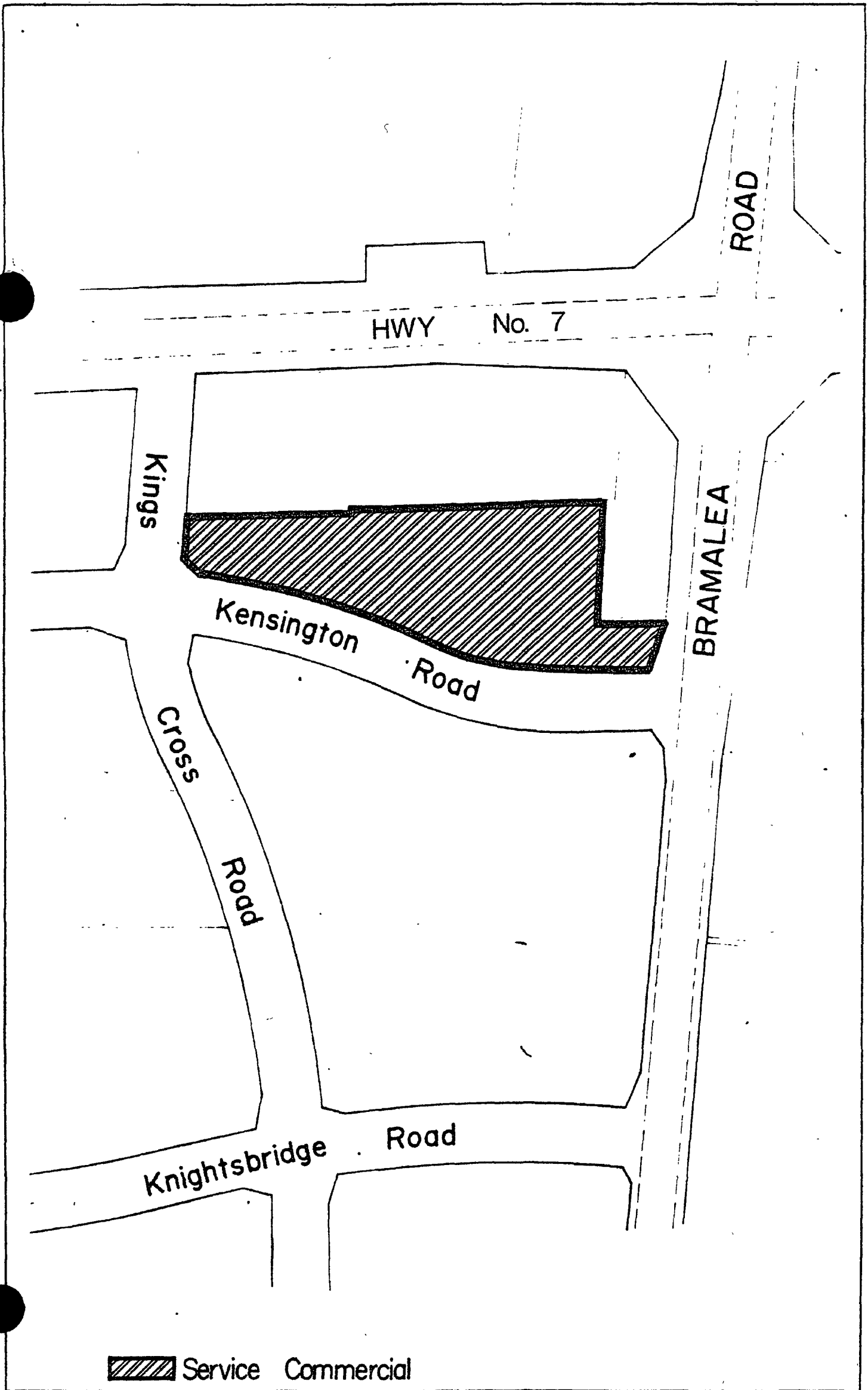
- (1) by changing, on Plate No. 14, the land use designation of the lands subject to this amendment, as shown outlined on Schedule B, from RESIDENTIAL to COMMERCIAL.

DEFERRED
UNDER SECTION 14(3) OF
THE PLANNING ACT

- (2) by adding to Part C, Section C, Chapter C2, Section 2.1.2, the following, as subsection 2.1.2.1:

"2.1.2.1

The Commercial designation of lands located on the north side of Kensington Road, west of Bramalea Road, is intended to permit only an office building containing medical, dental and other suites, together with the related facilities."



 Service Commercial

O.P. Amendment No. 4
Schedule A



1:2500

CITY OF BRAMPTON
Planning and Development

Date: 82 08 25
File no. C4E5.17

Drawn by: RB
Map no. 63-21F

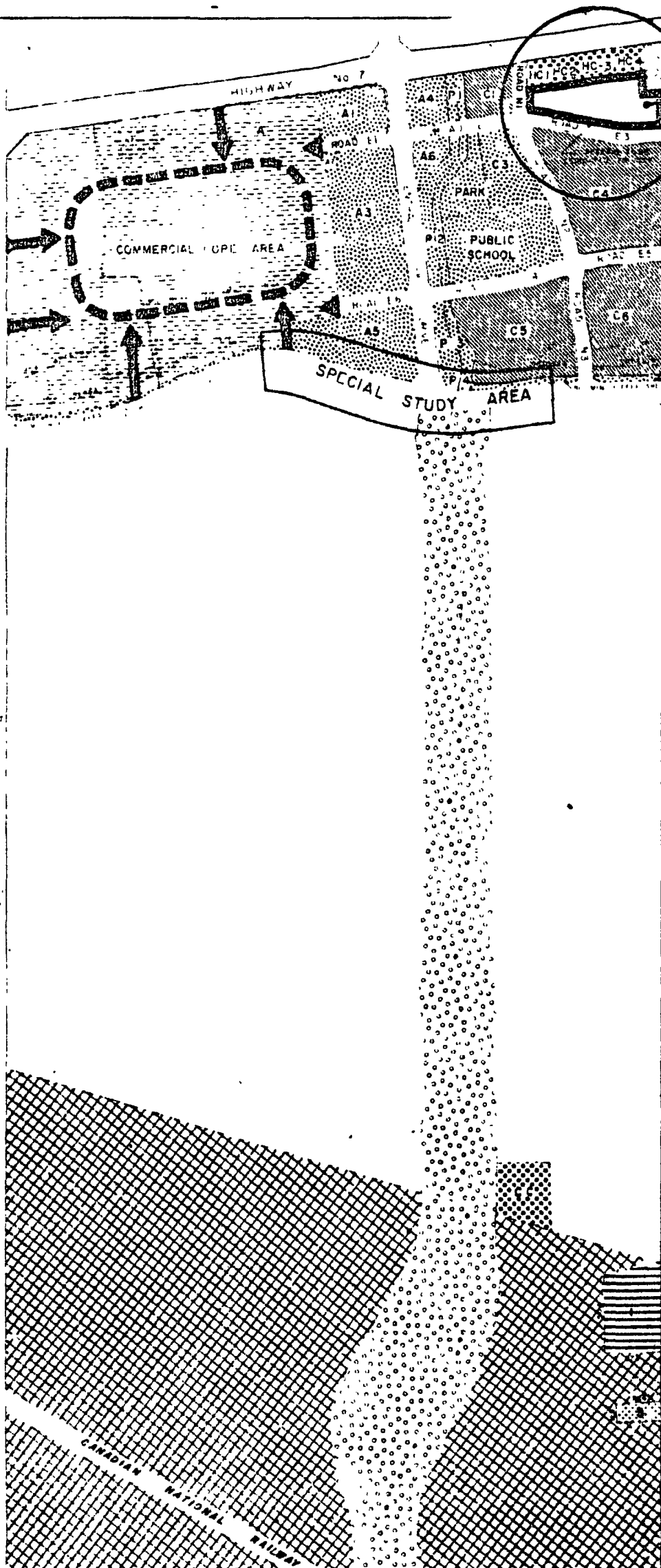


PLATE No.14
REVISED TO JUNE, 1976.

Redesignate from
Residential to
Commercial

O.P. AMENDMENT No. 4
Schedule B



1:1200

CITY OF BRAMPTON
Planning and Development

Date: 82 08 04
File no. C4E5.17

Drawn by: RB
Map no. 63-21E

Attached is a copy of the staff report dated 1982 04 06 recommending approval of this application to amend the Official Plan and Zoning By-law and a copy of the report dated 1982 05 12, forwarding notes of a public meeting held on May 5, 1982.

INTER-OFFICE MEMORANDUM

Office of the Commissioner of Planning and Development

1982 04 06

TO: Chairman of the Development Team
FROM: Planning and Development Department
RE: Application for Amendments to the
Official Plan and Restricted Area By-law
Part Lot 5, Concession 4, E.H.S.
BRAMALEA LIMITED
Our File No. C4E5.17

1.0 Background:

An application for amendments to the Consolidated Official Plan of the City of Brampton and Restricted Area By-law Number 861 of the former Township of Chinguacousy was received by Council and referred to staff for a report and recommendation.

2.0 Description of Site:

The subject site, located on the north side of Kensington Road, west of Bramalea Road, has a frontage of approximately 265 metres (870 feet) and an area of 1.48 hectares (3.66 acres). The lands are presently vacant. To the north, properties fronting onto Highway Number 7 abut the subject site. These uses are, two service stations, the Mothers Restaurant and the Bramalea Fruit Market. To the north-east is the site owned by Mr. J. Hewson, presently vacant. To the west and south, across the abutting roads are high rise apartment complexes, and to the east, across Bramalea Road is a townhouse development.

The subject site is almost completely flat and has no vegetation. The property fronts predominately on Kensington

. . . 2 /

Road, having only minimal frontages on Bramalea Road and Kings Cross Road which abut the east and westerly boundaries, respectively.

A map showing the location of the subject property and a map showing the existing land uses of the abutting properties is attached.

3.0 Official Plan and Zoning Status:

The Consolidated Official Plan designates the subject site as Residential land use. The new Official Plan, as adopted by Council, designates the land as High Density Residential.

By-law Number 861, as amended, of the former Township of Chinguacousy zones the site as Agricultural.

4.0 Proposal:

The applicant requests amendments to the Official Plan and Restricted Area By-law to permit the use of the site for the purposes of a five storey building containing medical, dental offices and accessory facilities. The proposal is to locate the medical building at the south-easterly part of the site with 28 underground parking spaces. The balance of the land will provide on grade parking facilities for 305 automobiles and a minimal amount of landscaping on strips of land abutting Kensington Road. The details of the proposal are as follows:

- i) Area of Site: 1.48 hectares (3.65 acres)
- ii) Building Area:
 - Ground floor area of medical building 1163.92 square metres - (12,530 square feet)
 - Typical floor area 1230 square metres - (13,240 square feet)

. . . 3 /

Gross floor area of building	7314 square metres - (78,730 square feet)
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Net area for medical offices, per floor	986 square metres - (10,610 square feet)
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iii) Parking:

Site area used for parking and driveways	13510 square metres - (145,420 square feet) - 90% of site area
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Number of surface parking spaces	305
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Number of underground spaces	<u>28</u>
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TOTAL	333
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iv) Landscaping:

Total area of strips of land used for landscaping	1120 square metres - (12,050 square feet) - 7.5% of site area
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A site plan showing the location of the proposed medical building, the parking and the location of vehicular access points is attached. The proposal is to service the site by three access points from Kensington Road, with the most easterly one also serving as a right-of-way into the Hewson property on the corner which has very limited access potential from Bramalea Road. This right-of-way is provided to serve the future development of the Hewson site.

5.0 Comments:

The proposal was circulated to the concerned departments of the City and the Region of Peel. No adverse comments have been received with regard to the proposed use of the subject site.

The abutting lands to the north are presently used for various commercial uses and the proposed medical building on the site is not expected to have any adverse impacts on the neighbourhood. Taking into consideration that lands

to the south on the south side of Kensington Road are occupied by high density residential buildings ranging in heights of 18 to 25 storeys, the proposal to build the 5 storey high medical building on the subject site is acceptable.

However, there are two principal concerns relating to the development of this site. The first concern relates to the provision of adequate parking for the proposed uses. The proposal, as submitted provides for a gross floor area of over 7000 square metres (78,000 square feet) for the medical and dental suites. In addition to the above an optometrist (floor area 188 square metres) and optician's office (floor area 79 square metres) together with a pharmacy (floor area 420 square metres) and a coffee shop (floor area 98 square metres) is proposed to be located on the first floor of the building. As for the parking requirements under By-law 861 of the former Township of Chinguacousy, a total number of 127 parking spaces would be required for the above mentioned uses.

However, in accordance with the most recent standards as adopted by Council under By-law 25-79 pertaining to the former Town of Brampton area, the parking requirement for the proposed uses amounts to nearly 370 spaces. The proposal, as submitted, by the applicant provides for a total number of 333 parking spaces. The deficiency as per the standards of By-law 25-79 would be for nearly 37 spaces, which is 11%. Taking into consideration that the proposed building provides for larger medical suites and the applicant's submission that no more than 40 medical/dental offices would be located in the building, the proposal is acceptable with the proposed 333 parking spaces.

It should be noted that staff has surveyed the parking requirements of the existing Finchgate Medical Centre which has approximately 50% gross floor area, as compared to the present proposal. The maximum parking required in the medical building was 168 spaces which is also half the number of spaces proposed in the current application.

The second prime consideration relating to the development of this site is the relationship of this development to the adjacent lands, particularly the property abutting the easterly boundary of the subject site, at the southwest corner of Highway Number 7 and Bramalea Road (Hewson property).

A previous report to Planning Committee with regard to a proposal for the Hewson property recommended that the development of the site be planned in conjunction with the Bramalea lands (the subject property). Currently, no concrete proposal has been submitted for the Hewson property, therefore it is not possible to comprehensively develop the two sites together. The current proposal, as submitted for the Bramalea lands provides a right-of-way to the Hewson site, resulting in an additional point of access for that property, and the right-of-way driveway has been designed to provide for a possible use of the Hewson site.

It would be required that the applicant enter into a development agreement, to include provisions of access to the abutting land, the landscaping, and other matters.

Prior to the approval of this application, a public meeting, to consider the amendments to the Official Plan and

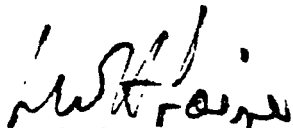
Zoning By-law, should be held in accordance with City Council's policy.

6.0 Recommendation:

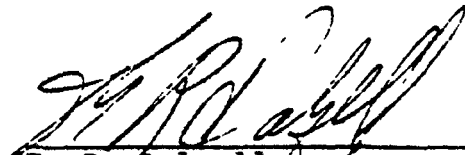
It is recommended that the Planning Committee:

- A. Hold a public meeting to consider the amendments to the Official Plan and Restricted Area By-law in accordance with City Council's policy.
- B. Subject to matters raised at the public meeting that may affect the proposed use of the land, recommend to Council that the application to amend the Official Plan and Restricted Area be approved and the staff be directed to prepare the draft amendments together with the Development Agreement for Council's consideration.

AGREED:



L.W.H. Laine,
Director, Planning and
Development Services



F. R. Dalzell
Commissioner of Planning
and Development

LWHL/JS/th

HIGHWAY No. 7

BP
GAS
STATION

MOTHER'S
RESTAURANT

SERVICE STATION

FRUIT
MARKET

ROAD

VACANT
(HEWSON
PROPERTY)

ROAD

KENSINGTON
ROAD

KINGS
CROSS
ROAD

BRAMALEA
ROAD

APARTMENTS



SUBJECT PROPERTY

BRAMALEA

Land Use Map

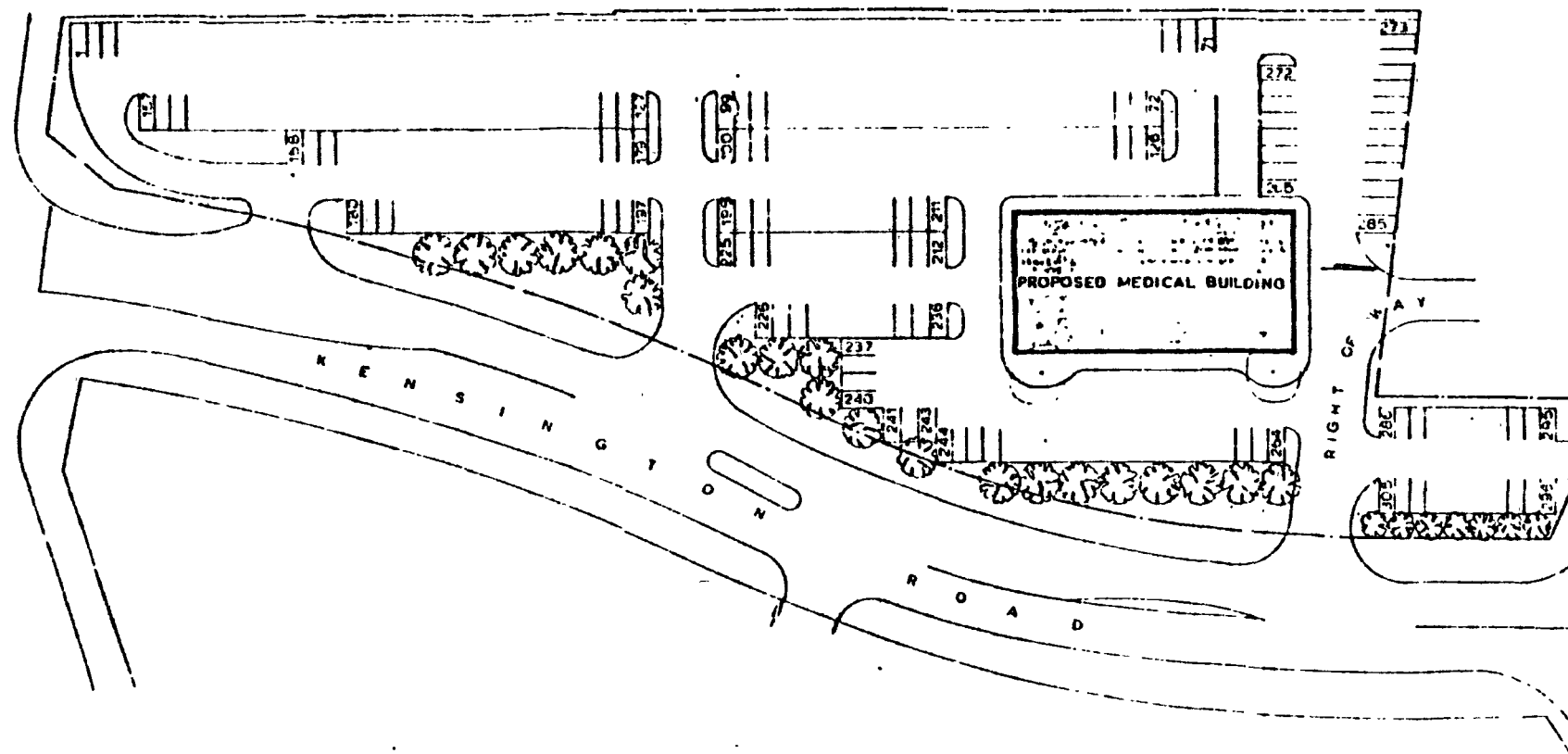


1:2000

CITY OF BRAMPTON
Planning and Development

Date: 82 04 15
File no. C4E5.17

Drawn by: Ck
Map no. 63-188



S I T E P L A N
SCALE 1/2" = 10'0"

B R A M P T O N M E D I C A L B U I L D I N G
BRIAN BANCROFT ARCHITECT
FEBRUARY 10, 1982

63-18

D9

INTER-OFFICE MEMORANDUM

Office of the Commissioner of Planning & Development

1982 05 12

To: The Chairman and Members of Planning Committee

From: Planning and Development Department


Re: Application to Amend the Official Plan
and Restricted Area By-law
Part Lot 5, Concession 4, E.H.S.
BRAMALEA LIMITED - Ward 8
Our File: C4E5.17


Attached are the notes of the Public Meeting held on Wednesday, May 5, 1982, with respect to the above mentioned application.

No objections were made to the approval of this application.

It is recommended that Planning Committee recommend to City Council that the application to amend the Official Plan and the restricted area by-law be approved and that staff be directed to prepare the draft Official Plan amendment and the restricted area by-law, and the development agreement for the consideration of City Council.

AGREED


F. R. Dalzell,
Commissioner of Planning
and Development


L.W.H. Laine,
Commissioner of Planning
and Development

LWHL/JS/ec
attachment

D9-2

PUBLIC MEETING

A Special Meeting of Planning Committee was held on Wednesday, May 5, 1982, in the Municipal Council Chambers, 3rd Floor, 150 Central Park Drive, Brampton, Ontario, commencing at 9:37 p.m. with respect to an application by BRAMALEA LIMITED, Our File: C4E5.17) to amend both the Official Plan and Restricted Area (Zoning) By-law to permit the applicant to construct a five storey building which will contain medical offices, dental offices and accessory facilities. There will be provision for 28 underground and 305 parking spaces on the site.

Members Present: Councillor D. Sutter
Mayor J. Archdekin
Councillor N. Porteous
Alderman E. Carter
Alderman C. Gibson
Alderman H. Chadwick
Alderman F. Russell
Alderman F. Kee
Councillor K. Whillans
Alderman R. Crowley
Alderman R. Callahan
Alderman T. Piane

Staff Present: F. R. Dalzell, Commissioner of Planning
and Development
L.W.H. Laine, Director, Planning and
Development Services
J. Robinson, Development Planner
D. Ross, Development Planner
J. Singh, Development Planner
E. Coulson, Secretary

Approximately 50 members of the public were in attendance.

The Chairman enquired if notices to the property owners within 400 feet of the subject site were sent and whether notification

- cont'd. -

of the public meeting was placed in the local newspapers.

Mr. Dalzell replied in the affirmative.

Mr. Singh outlined the proposal and explained the intent of the application. After the close of the presentation, the Chairman invited questions and comments from the members of the public in attendance.

Mr. J. Beatty, representative for Mr. J. Hewson, owner of land adjacent to the subject site, commented that they were not objecting to the proposed medical centre but were concerned about the effects on Mr. Hewson's land. He noted that the proposed use on the Hewson lands was to be a family restaurant and for access purposes, etc., the two properties should function together, therefore the Hewson proposal should be included in the report for the subject site as a precise use.

Mr. B. Kerr, Bramalea Limited, stated that he recognizes the need to consider the Hewson lands, however, a family restaurant use does not impact the medical centre use and should not preclude Bramalea's ability to proceed with the application.

There were no further questions or comments and the meeting adjourned at 9:55 p.m..