



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 218-77


A By-law to authorize the execution of an Agreement between Tricont Projects Limited, the Corporation of the City of Brampton and The Regional Municipality of Peel.

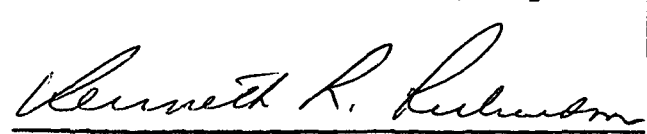
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The Council of The Corporation of the City of Brampton  
ENACTS as follows:

1. That the Mayor and the Clerk are hereby authorized to execute an Agreement between Tricont Projects 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 22nd day of August 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this

22<sup>ND</sup> day of AUGUST, 1977.

B E T W E E N :

TRICONT PROJECTS 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

RONALD OELBAUM and FRANK LAURIE, Trustees

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

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

AND WHEREAS the Owner has applied to the City for a 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 at the north-east corner of Rutherford Road and Glidden Road in the City of Brampton and described as Part of Lot 2, Concession 2, East of Hurontario Street and more particularly shown on Schedule "A" annexed hereto shall be developed only in accordance with the terms of this agreement provided that the zoning by-law to be passed by the City of Brampton to permit the use of a portion of the said lands for bank purposes receives Ontario Municipal Board approval.

2. The parties hereto agree that the development of the lands shown on Schedule "A" annexed hereto may be undertaken in stages as indicated on Schedule "A".

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

3. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule "A" to those locations shown on the said schedule. As construction is undertaken on the building, 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 the paved areas in each phase shall be asphalted before occupancy of any part of the building in that phase is permitted by the Owners. 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.

4. The Owner shall use only such locations for access for construction purposes as the City Engineer may approve.

5. 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 Owners 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 Owners forthwith upon being invoiced therefor by the City Engineer.

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 Owners, their agents, servants, employees, subcontractors or material suppliers.

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 the buildings will be discharged into the trunk sewer system of the City in a manner satisfactory to the City Engineer and the Building and Zoning Co-ordinator. If required by the City Engineer, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Engineer 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.

8.

Detailed grading and landscaping plans for the lands shown on Schedule 'A' will be filed by the Owners and be subject to the approval of the City Engineer, Director of Parks and Recreation and the Building and Zoning Co-ordinator prior to the issuance of a building permit. The Owners 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, including the boulevard areas along Rutherford Road and Glidden Road adjacent to the lands, and all landscaping in each phase in accordance with the said landscape plan shall be completed to the satisfaction of the Director of Parks & Recreation of the City of Brampton within twelve months following the issuance of a building permit for any building in that phase on the lands shown on Schedule "A". The Owner agrees that the lands will be maintained in a clean state and that the Owner will maintain the landscaping as shown on the approved landscape plans in accordance with good horticultural practice.

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

OTHER APPROVALS

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

11. The Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands with respect to electrical distribution systems and necessary appurt-

enances to service the lands and such other matters including such payments as the said authority shall require. The City shall not issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

FINANCIAL

12. 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.

13. The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to One Hundred Percent (100%) of the cost of all works required by this agreement to be performed on public property as estimated by the City Engineer to ensure the performance of such works and the security required hereby shall be provided prior to the issuance of any building permits.

14. The Owner shall 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 amount equal to four percent (4%) of the total cost of the works required by this agreement to be performed on public property to a maximum of Three Thousand Five Hundred Dollars (\$3,500.00) where the total cost of the

work is less than One Hundred Thousand Dollars (\$100,000.00); three and a half per cent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

15. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.
16. The Owner shall not call into question directly or indirectly in any proceedings 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 proceeding.
17. 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 whom shall be the member appointed by the City Council.

18. 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.

19. The covenants, agreements, conditions and undertakings herein contained on the part of the Owners shall run with the lands and shall be binding upon them, their successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

20. The Owner agrees that this agreement or notice of this agreement may be registered against the title to the lands shown on Schedule "A" annexed hereto.

IN WITNESS WHEREOF the Owner has hereunto set its hands and seals and the City of Brampton and the Regional Municipality of Peel have caused to be affixed their corporate seal attested by the hands of their proper officers duly authorized in that behalf.



TRICONT PROJECTS LIMITED

*per. [Signature]*  
[Signature]  
TRICONT PROJECTS LIMITED

THE CORPORATION OF THE CITY OF BRAMPTON

*[Signature]*  
JAMES E. ARCHDEKIN MAYOR

*[Signature]*  
KENNETH R. RICHARDSON CLERK

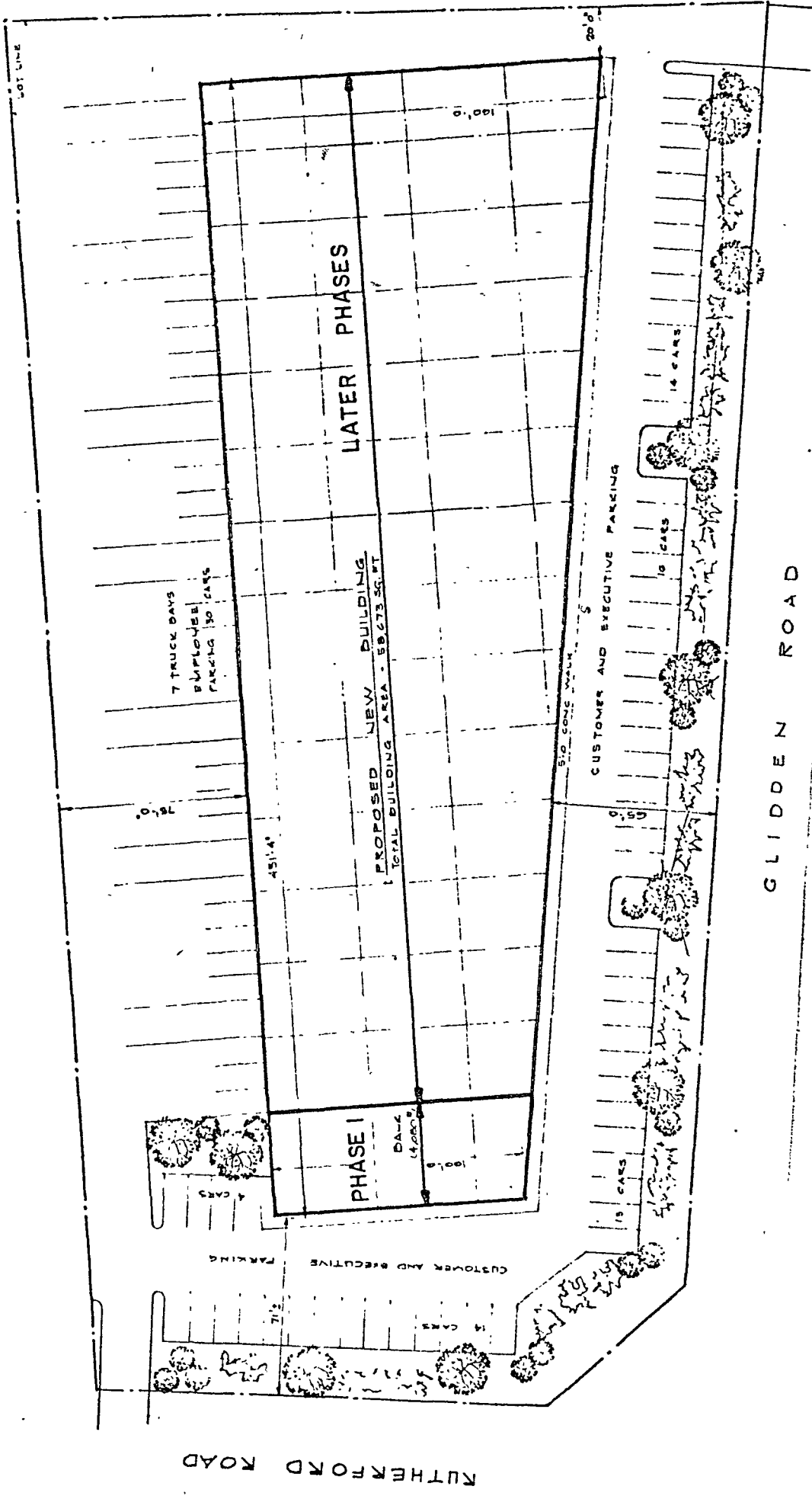
AUTHORIZATION BY LAW  
158-77  
PAID BY THE REGIONAL  
COUNCIL IN T-EL 15  
DAY OF September 19 1977

THE REGIONAL MUNICIPALITY OF PEEL

*[Signature]*  
Chairman  
*[Signature]*  
Clerk

*[Signature]*  
Ronald Oelbaum, Trustee

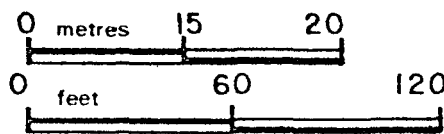
*[Signature]*  
Frank Laurie, Trustee



DEVELOPMENT AGREEMENT  
SCHEDULE 'A'

Legend

Scale



Drawn	b.k
Date	Aug. 18, 1977
File No.	C2E2.1
Dwg. No.	A

CITY OF  
**BRAMPTON**  
PLANNING  
DEPARTMENT

DATED:

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TRICONT PROJECTS 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,  
24 Queen Street East,  
Brampton, Ontario.  
L6V 1A4



RESOLVED August 22nd 19 77



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