



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 104-78

A By-law to authorize the execution of an Agreement between Arnold Meyer, The Corporation of the City of Brampton, The Regional Municipality of Peel and Bramtor Holdings Limited.

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 Arnold Meyer, The Corporation of the City of Brampton, The Regional Municipality of Peel, and Bramtor Holdings Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of May, 1978.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this
8th day of May, 1978.

B E T W E E N

ARNOLD MEYER

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

BRAMTOR HOLDINGS LIMITED, a Company
incorporated pursuant to the laws of
the Province of Ontario,

hereinafter called the 'Mortgagee'

OF THE FOURTH PART

WHEREAS the Owner warrants that he is the owner of the lands shown on a plan annexed hereto as Schedule 'A' and that the Mortgagees are the only mortgagees of the said lands;

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 the consideration of the City taking the necessary steps to rezone the said lands, the parties hereto agree each with the other as follows:

REGISTERED
MAY - 5 1978
REGISTRATION

1. Permitted Use The lands located on the east side of Scott Street in the City of Brampton consisting of Parts of Lots 7 and 8, Block H, BR-26, shall only be developed for residential single family dwellings in accordance with the provisions of the restricted area by-law passed by the City to permit this proposed development.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. Maintaining Adjacent Pavement 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 sidewalk 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.

3. Construction Damage 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, his agents, servants, employees, subcontractors or material suppliers.

4. Grading and Drainage 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 storm sewer system of the City in a manner satisfactory to the City Engineer and the Building and Zoning Co-Ordinator. If required, a system of storm water sewers shall be installed by the Owner to the satisfaction of the City Engineer and the 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.

5. 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, the Director of Parks and Recreation, and the 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 his 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 himself, his heirs and assigns, that he will plant, preserve and maintain the plantings as shown on the landscape plan. All existing trees to be retained shall be fenced and protected during construction. No existing trees, other than those presently approved for removal, shall be removed without the prior written approval of the City Director of Parks and Recreation.

6. The Owner shall enter into such agreements as may be necessary with The Regional Municipality of Peel with respect to water and sewage service 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 for by this clause have been entered into or other satisfactory arrangements have been made.

FINANCIAL

7. 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.

8.

City
Levies

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 townhouse 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 as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

9.
Regional
Levies

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.

The above levies shall be effective 1st January 1974 and be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year. 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.

road and
bridge
levy

In addition to all other payments and levies provided for herein, the Owner agrees to pay a road and bridge improvement levy in the amount of Two Hundred and Sixty Dollars (\$260.00) per unit for single family, semi-detached and townhouse units and One Hundred and Sixty Dollars (\$160.00) per unit for all other types of dwelling units. These levies are to be increased or decreased in direct relationship to the Composite Component of the Southam Construction Index (Ontario

Series) with the base to be as of 15 January 1976 with review based on the latest Index reflecting construction costs as of January 15 of each year while construction on the land proceeds. The amount of each such levy shall be fixed as at the time of payment of such levy in respect of the use for which the said levy is paid.

These levies shall be paid as follows:

- (a) at the time of conveyance of each single family or semi-detached lot or the issuance of a building permit, whichever is the sooner, in respect of a dwelling unit in a single family or semi-detached building; and
- (b) at the time of issuance of building permits in respect of each dwelling unit in other than a single family or semi-detached building.

Where an arterial road runs through the lands contained within the plan of subdivision, the Owner shall construct two lanes to the arterial road in accordance with the City's specifications and the Owner shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required from the Owner, then the Owner will be reimbursed for the difference.

Recognizing the tax impact of new development on the taxes on existing properties in the City of Brampton, the Owner agrees that in addition to all other levies provided for by this agreement the Owner will pay to the City a levy with respect to all residential units calculated as follows:

- (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.

Such additional levies shall be paid with respect to all residential units contained in each building prior to the issuance of a building permit.

The above levy is effective 1st January 1977 and is to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

11. Changes in Levies

The levies required under this agreement may be changed from time to time by resolution of the Councils of the City or of the Region provided that in no event shall any such changes in the levies of either the City or the Region take effect with respect to the development covered by this agreement earlier than two full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement. The Owner agrees that, after the aforesaid two year period, any resolution of City or Regional Council altering the aforesaid levies shall be deemed to automatically amend this agreement and the City and the Region agree that copies of any such resolutions shall be made available to the owner upon request.

12. Parkland

In addition to the other payments provided for herein, the Owner agrees to pay to the municipality the sum of One Thousand, Eight Hundred Dollars (\$1,800.00) with respect to the proposed development of the lands shown on Schedule 'A' in lieu of any dedication of parkland.

13. The Owner shall pay to the City, prior to the issuance of any building permits, in addition to normal permit fees and all other levies and charges set out herein, in respect of administrative, planning, engineering and legal costs incurred by the City and the Region the amount of Six Hundred Dollars (\$600.00). All fees collected under this section shall be prorated between the City and the Region.

Admini-
stration
Fee

GENEPAL

14. At no cost to the City, the Owner shall grant unto the City free of encumbrance the most easterly eight feet (8'0") of the property shown on Schedule 'A' for the purpose of widening Scott Street. The executed deed for the lands to be conveyed to the City shall be lodged with the City before issuance of any building permits for the lands shown on Schedule 'A'.

Convey-
ances

15. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

By-laws

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 and the Region 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.

Agreement
Binding

17. 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.

Successors 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 and/or the Region 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.

SIGNED, SEALED, & DELIVERED) IN THE PRESENCE OF:

[Signature]

ARNOLD MEYER

[Signature: Arnold Meyer]

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature: James E. Archdekin]

JAMES E. ARCHDEKIN

MAYOR

[Signature: Kenneth R. Richardson]

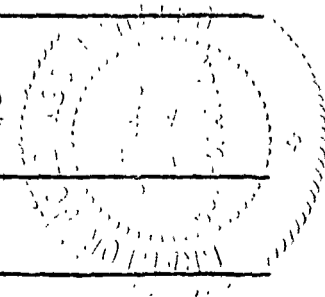
KENNETH R. RICHARDSON

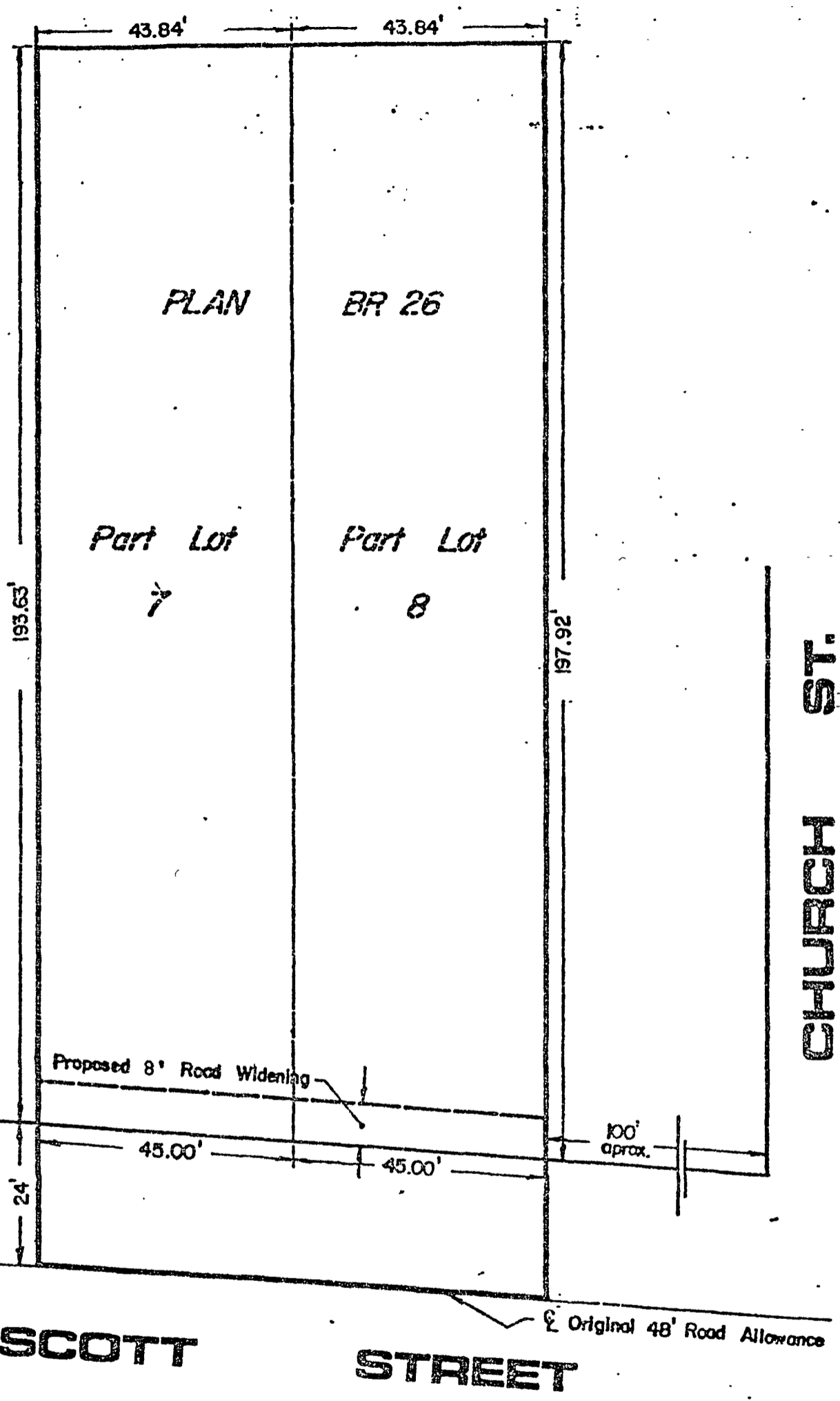
CLERK

THE REGIONAL MUNICIPALITY OF PEEL

BRAMTOR HOLDINGS LIMITED

[Signature: Clifford]





BY-LAW No. 'A'
 SCHEDULE 'A'

N

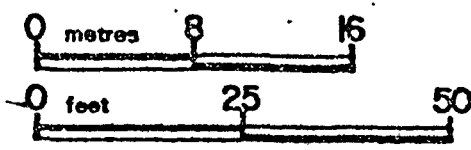


Drawn	ps
Date	Mar. 6, 1978
File No.	CIE6.4
Dwg. No.	A

Legend

— Zone Boundary

Scale



CITY OF
BRAMPTON
 PLANNING
 DEPARTMENT

DATED:

ARNOLD MEYER

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

A G R E E M E N T

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

PASSED May 8 19 78



BY-LAW

No. 104-78