

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 130-74

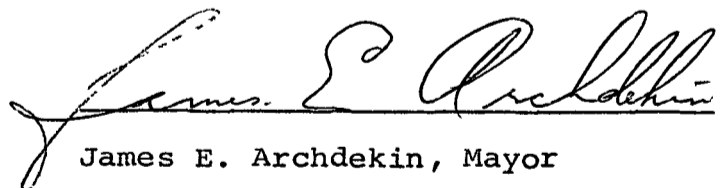
A By-law to authorize the execution of an agreement with Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Housing for Ontario.

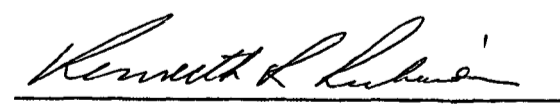
WHEREAS it is deemed necessary to enter into and execute an agreement with Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Housing for Ontario;

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

1. That the City of Brampton enter into and execute an agreement, attached hereto as Schedule "A", with Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Housing for Ontario.
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said agreement attached hereto as Schedule "A" with Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Housing for Ontario.

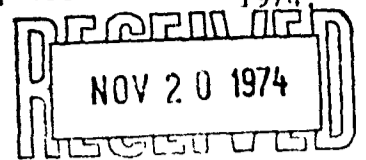
READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 21st day of October, 1974.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

This Agreement made in duplicate this 22nd day of October

1974



BETWEEN

HER MAJESTY THE QUEEN IN THE RIGHT OF ONTARIO
as represented by the Minister of Housing of
the Province of Ontario

hereinafter called "the Minister"

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF BRAMPTON
hereinafter called "the Area Municipality"

OF THE SECOND PART

WHEREAS:

The Minister in the discharge of his public duties is desirous of stimulating and expediting residential development in areas of need within Ontario, having particular regard to the housing requirements of low and moderate income families;

AND WHEREAS:

the Area Municipality (hereinafter referred to as "the Municipality") has the same interest in common with the Minister in the area within their jurisdiction;

AND WHEREAS:

the Minister has entered into an agreement (hereinafter called "the Developer Agreement") with Bramalea Consolidated Developments Limited (hereinafter called "the Developer") concerning the development of certain lands within the municipal boundaries of the Area Municipality and are more particularly described in Schedule "A" attached hereto which lands are hereinafter called "the lands";

AND WHEREAS:

the Minister and the Municipality are prepared to take certain steps in each of their respective jurisdictions to include

the expeditious approval, registrations, issuance of permits to provide for such residential development;

AND WHEREAS

all parties are agreed that it is in the public interest that the lands be developed expeditiously upon terms calculated to control and reduce where possible the cost of residential units to the public and to provide housing of a nature to meet the public need;

AND WHEREAS:

the parties have agreed to enter into these presents to accomplish the objects aforementioned and to cooperate each with the other in the premises and in the manner and on the terms hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter contained the Parties hereto do covenant and agree each with the other as follows:

1. The recitals hereinbefore set out shall form an integral part of this Agreement.
2. THE MINISTER WILL:
pay to the Area Municipality a grant in the amount of \$525.00 for each of those residential units constructed in accordance with section 3 of the Agreement made between the Minister and Bramalea Consolidated Developments Limited, which Agreement is dated the 3rd day of October, 1974.
3. IT IS UNDERSTOOD AND AGREED by all parties to this agreement that

method of
payment of
grants

(1) one-half of the amount of such grants shall be paid upon the request of the Area Municipality following the execution of this Agreement and the balance upon the registration of the condominium plan

review of
grants

(11) the amount of such grants will at the request of either the Minister or the Area Municipality be reviewed jointly with the assistance of the Ministry of Treasury, Economics and Intergovernmental Affairs and if such review indicates that an adjustment of the grants is warranted an adjustment will be made to ~~xxxxxxx~~ reflect the difference between the actual revenue received by the Area Municipality from the residential units constructed under this Agreement and the actual cost of supplying services equal to those services supplied to other similar subdivisions within the Area Municipality.

necessity of
covenants to
enforce this
agreement

4. Either party to this Agreement may require that any deed, grant, agreement, contract, assurance or other instrument in writing arising out of, or given, made or delivered pursuant to this Agreement shall contain such restrictive covenants or undertakings as may be reasonably necessary to enforce the provisions of this Agreement.

prompt
consultation
regarding
provisions
of agreement

5. (a) The parties will in good faith and in the public interest cooperate with each other with a view to the expeditious achievement of the objects hereinbefore set forth and in the event of any uncertainty or dispute as to the meaning or application of any of the provisions of this Agreement each will promptly consult and negotiate with the others in the premises.

Minister may
vary
requirements

(b) In the event there be any significant or substantial change in or affecting the construction industry or in the effective market demand in the Region for housing units of the nature contemplated for erection under this Agreement, the Minister and the Municipalities will, upon the application in good faith of the Developer reconsider the obligations imposed on the Developer herein and may make such readjustments in the said minimum requirements as shall from time to time

be just and equitable in the circumstances.

readjustment
of deadlines
in case of
unavoidable
delay

(c) Notwithstanding anything herein contained, if any party shall be delayed, hindered or prevented from performing or causing the performance, in time, of any of the undertakings required of such party herein by reason of any matter beyond the reasonable ability of such party to control, then in any such case failure so to perform in time shall not be deemed a breach of this Agreement and the dates and times provided and stipulated in this Agreement for performance thereof shall be extended for a period of time equal to the period of such delay.

Schedules

6. It is understood and agreed by all parties that the Schedules mentioned in this Agreement and attached hereto form part of this Agreement and have the same full force and effect as if contained in the body of this Agreement.

enurement

7. It is further understood and agreed that these presents shall extend to, be binding upon, and enure to the benefit of all successors, administrators and assigns of each of the parties hereto respectively.

IN WITNESS WHEREOF the parties hereunder set their hands and seals pursuant to lawful authorization so to do.

Donald H. Irvine

Minister of Housing

The Corporation of the Regional Municipality
of

The Corporation of the City of Brampton

James E. Archibald

Mayor

Kenneth R. Richardson

Clerk

SCHEDULE "A"

FIRSTLY,

Macdonald Building

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel) and being composed of Block "A" on Registered Plan No. 968 and designated as Part 1 on a Plan of Survey of Record registered with the Land Registrar for the Registry Division of Peel (No. 43) as Plan 43R-2048.

AND SECONDLY,

Stewart Building

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel) and being composed of Block "A", on Registered Plan No. 968 and designated as Part 2 on a Plan of Survey of Record registered with the Land Registrar for the Registry Division of Peel (No. 43) as Plan 43R-2048.