



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 183-77

A By-law to amend By-law 92-77 being a By-law to authorize the execution of an Agreement between Rushville Construction Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Charles Cassin.

WHEREAS on May 9th, 1977, the Council of the Corporation of the City of Brampton enacted By-law 92-77 being a By-law to authorize the execution of an Agreement between Rushville Construction Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, and Charles Cassin, and;

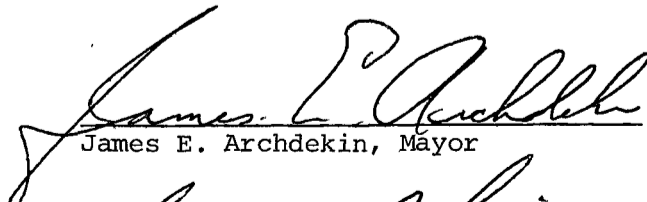
WHEREAS the aforementioned Agreement outlined the terms and conditions for the development of Part of Lot 13, Concession 9, East of Hurontario Street, and;

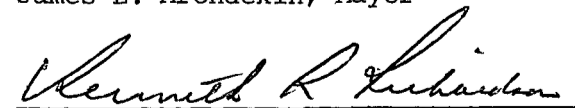
WHEREAS upon execution of the agreement by the Regional Municipality of Peel, amendments were made to the agreement;

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

1. That the attached page numbers 5, 7 and 19 be inserted in the agreement between Rushville Constructon Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Charles Cassin dated April 14th, 1977, authorized for enactment by By-law 92-77.

READ a FIRST, SECOND AND THIRD TIME and PASSED in Open Council this 11th day of July, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

supply system and on the basis that the subdivision area shall be preserviced with watermains and service connections in accordance with Regional standards and that the timing of water connections will depend on staging of the extension of the South Peel Water System to this area;

- (iii) The Owner shall construct and complete a potable water system including service connections to the street line for each lot or block as shown on the plan, including all appurtenances such as hydrants, valves, valve chambers and other apparatus and equipment to service all lands within the plan according to designs approved by the Commissioner of Public Works and in accordance with the specifications of the Region in effect on the . . . day of ¹⁴ ~~15~~ ¹⁹ ~~20~~ approval by the Commissioner of Public Works. The Region may connect or authorize connections to the said system but such connections shall not constitute acceptance of the water system or systems by the Region.

- (iv) The Owner agrees that a special impost charge shall be collected by the Region of Peel to provide for the extension of the South Peel Water System to this area as detailed in clause 37 hereof.

6. Top Soil
The Owner shall remove and stockpile all top soil and shall rough grade to the full width all road allowances and walkways except where existing trees are to be retained as shown on the plan prior to the installation or construction of roads and other utilities. The Owner further agrees to keep the boulevards free and clear of all materials and obstructions.

7. Roads
The Owner shall install and construct or reconstruct to the City's specifications all roads as shown on the plan attached hereto as Schedule "B", including traffic islands where specified by the Municipal Engineer. All roads shall conform to grades as approved by the Municipal Engineer. The Owner shall grade and sod the boulevard portion of all ¹⁴ ~~15~~ ¹⁹ ~~20~~

in this clause on the authorization of the City Engineer.
 No building permit shall be issued for construction of a building on any lot until the owner has provided the building department for the City of Brampton with a certificate from a water testing laboratory and that there is a well located on the lot which provides a supply of potable water which will meet with the requirements, if any, of the Medical Officer of Health, or until a water service application has been processed by the Region. *for E.K. RKF*

13.

Main-
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Gravel
base

Prior to the application of the base course asphalt, the Owner shall maintain the gravel base in a safe and usable condition for vehicular traffic to the satisfaction of the City Engineer and shall apply a binder from time to time as may be required by the City Engineer to eliminate road dust on roads within the lands. The Owner covenants and agrees that until assumption by the City, it will maintain and sweep all streets within the subdivision which have received base course asphalt or top course asphalt and all adjacent City streets which have been dirtied as a result of operations within the development and keep them clear of dust, refuse, rubbish and litter of all types which in the opinion of the City Engineer are a result of the building operations. Until such time as the roads have been accepted for maintenance by the City, the Owner shall repair and/or sweep any such roadway within twenty-four hours of receiving written notice from the City Engineer. In the event such notice is not complied with within the said twenty-four hour period, the City Engineer may cause such work to be done and the cost of so doing shall be paid by the Owner to the City within thirty days of the date of the invoice from the City.

14.

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The Owner shall not commence construction of any of the works required by this agreement until the detailed plans and specifications of such works have been approved by the Municipal Engineer and such approval has been signified by the signature of the Municipal Engineer on the original plans and specifications but such signature shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner. *for E.K. RKF*

The levy of Two Thousand, Four Hundred and Fifty Dollars (\$2,450.00) will be adjusted semi-annually, based on the Southam Construction Index as referred to in paragraph 38(a), the base date being that published for June, 1976, as ^{Ex.} 337.9. ^{at}

38.

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 town-house 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 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. ^{Ex.} ^{at}

BY-LAW 183-77 AMENDS BY-LAW 92-77