



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

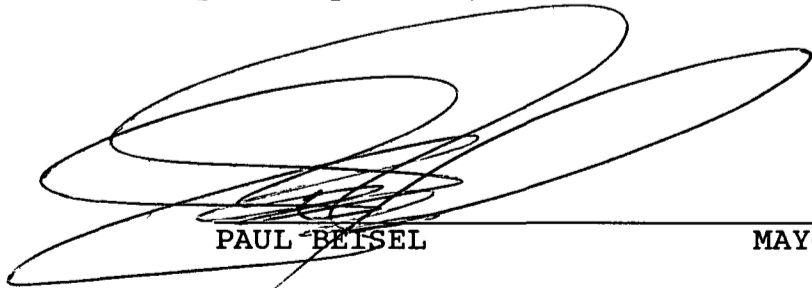
Number 205-90

To authorize the execution of an agreement between
The Corporation of The City of Brampton and
Trilea Holdings Inc., D & F Ruso Ltd. and
584620 Ontario Limited, Delta Equities and
Development Corporation Limited, F. J. Ternoway and
~~Associates Ltd. and Candevcon Limited~~

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1990 09 24, between The Corporation of the City of Brampton and Bramalea Ltd., Trilea Holdings Inc., D & F Ruso Ltd. and 584620 Ontario Limited, Delta Equities and Development Corporation Limited, F. J. Ternoway and Associates Ltd. and Candevcon Limited and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 24th day of September, 1990.



PAUL BEISEL MAYOR



LEONARD J. MIKULICH CLERK

THIS AGREEMENT dated the 13 day of September, 1990.

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON
hereinafter referred to as "the City",

OF THE FIRST PART;

- AND -

BRAMALEA LTD., TRILEA HOLDINGS INC.,
D & F RUSO LTD. and 584620 ONTARIO LIMITED,
DELTA EQUITIES AND DEVELOPMENT CORPORATION
LIMITED, F.J. TERNOWAY AND ASSOCIATES
LTD. (AGENT) and CANDEVCON LIMITED (AGENT)
hereinafter referred to as the "the Owners",

OF THE SECOND PART.

WHEREAS the City is in the process of preparing a detailed secondary plan for the Highway 7/Airport Road Business Centre area (hereinafter called "the Study Area") illustrated in Schedule A;

AND WHEREAS the Owners either own land within the Study Area or are acting as agents for persons or corporations who own land within the Study Area;

AND WHEREAS the Ministry of Transportation (Ontario) and The Regional Municipality of Peel have requested a comprehensive traffic impact study be carried out to provide input into the formulation of the secondary plan for the Study Area;

AND WHEREAS it has been agreed that the cost of the traffic study shall be paid by all landowners in the Study Area in proportion to the size of their land holdings within the Study Area;

NOW THEREFORE this Agreement WITNESSES AS FOLLOWS:

1. In this Agreement, "other benefiting owners" mean individuals or corporations who own land within the Study Area, are not parties to this Agreement and are not represented by either F.J. Ternoway and Associates Ltd. or Candevcon Limited as agent.
2. The City shall contract with IBI Group to conduct the comprehensive traffic study for the Study Area at a cost of \$30,500.00.
3. The cost of the study shall be shared by all landowners in the Study Area in accordance with the table attached as Schedule B.

4. As the Owners are desirous of having the preparation of the secondary plan proceed expeditiously, the Owners shall, by September 21, 1990, advance to the City \$30,500.00 to finance the traffic study, this cost to be shared among the Owners as set out in Schedule C.
5. The two firms acting as agent, F.J. Ternoway and Associates Ltd. and Candevcon Limited, shall collect from their respective clients, their shares of the cost of the study.
6.
 - (1) The City, so far as it is legally empowered to do, shall make its best efforts to impose on the other benefiting owners, as a condition of developing their lands, a condition requiring the other benefiting owners to pay to the City their proportionate share of the cost of the traffic study as set out in Schedule B. The Owners agree that the proportionate shares shall not include interest costs and shall not be adjusted by a cost escalation factor to the date of payment.
 - (2) The City, as part of this best efforts obligation, shall not:
 - (a) be required to institute any judicial or administrative proceedings to impose the condition referred to in subsection 6(1);
 - (b) be required to defend any judicial or administrative proceedings that are brought against it by any or all of the other benefiting owners arising out of the imposition of the condition referred to in subsection 6(1) unless the Owners have entered into a further agreement with the City in a form satisfactory to the City Solicitor dealing with the defence of these proceedings. This agreement, among other things, shall require the Owners to pay to the City an amount to be determined by the City Solicitor as security for all costs and damages which the City may incur in the defence of these proceedings.
 - (3) The Owners agree to indemnify and hold harmless the City against all actions, causes of action, suits, claims, demands and costs whatsoever which the City may incur as a result of the City imposing the condition referred to in subsection 6(1) on the other benefiting owners.
 - (4) The City shall pay to the Owners without interest or escalation their proportionate shares of any monies collected by the City as a result of the imposition of the condition referred to in subsection 6(1) upon the other benefiting owners.
7. The City agrees to provide each Owner with a copy of the comprehensive traffic study when it is completed. The terms of reference for the study and supervision of the consultant shall be entirely the responsibility of the City.

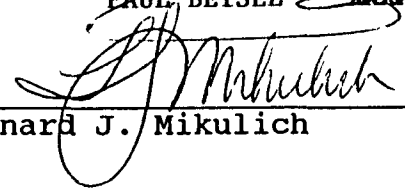
8. This Agreement is binding on the parties and their respective successors and assigns.

IN WITNESS WHEREOF the Parties have affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

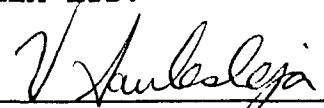
THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW.	
AS TO FORM	
LAW DEPT. BRAMPTON	205-90
PASSED BY CITY	
DATE	24th
COUNCIL ON THE	
DAY OF	SEPTEMBER 1990


PAUL BEISEL MAYOR

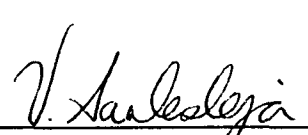

Leonard J. Mikulich CLERK

BRAMALEA LTD.

(Print NAME of signatory)  TITLE
VELTA SAULESLEJA
MANAGER, LAND GROUP

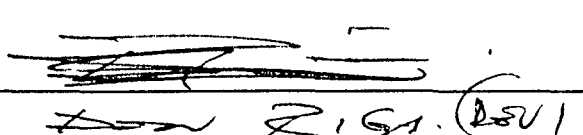
(Print NAME of signatory) _____ TITLE

for TRILEA HOLDINGS INC.

(Print NAME of signatory)  TITLE
VELTA SAULESLEJA
MANAGER, LAND GROUP
BRAMALEA LIMITED

(Print NAME of signatory) _____ TITLE

D & F RUSO LTD.

(Print NAME of signatory)  TITLE
Don Ziga (DSU)

(Print NAME of signatory) _____ TITLE

584620 ONTARIO LIMITED

(Print NAME of signatory) ~~_____~~ TITLE
Don Ricci (DEV)

(Print NAME of signatory) _____ TITLE

DELTA EQUITIES AND DEVELOPMENT CORPORATION LIMITED

(Print NAME of signatory) ~~_____~~ TITLE
DINO RICCI - PRES.

(Print NAME of signatory) _____ TITLE

F.J. TERNOWAY AND ASSOCIATES LTD.
(Agent for HNR & Sons Canada,
Norman K. Freidenburgh, Dipoc Management,
Sebasco Construction)

(Print NAME of signatory) ~~_____~~ TITLE
F. J. TERNOWAY | PRESIDENT.

(Print NAME of signatory) _____ TITLE

CANDEVCON LIMITED
(Agent for Joco Investments, Abbas
Development Corp., Raeburn Properties and
Woodhill Motel [795827 Ontario Limited])

(Print NAME of signatory) ~~_____~~ TITLE
R. S. Lackey | Vice President.

(Print NAME of signatory) _____ TITLE

authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner[s] may deem necessary, notwithstanding the specific allotment of security for works set out in paragraph 1 of Schedule D to this agreement.

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[s] certified in writing to be satisfactorily completed upon receipt of:

17.3.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid;

17.3.2 a certificate of the Owner's consulting engineer, and/or architect and/or landscape architect certifying that it has received no notice of lien in respect of that part of the completed works constructed on lands owned by the City; and

17.3.3 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act, for all such works constructed on lands owned by the City, together with proof of publication thereof.

Guaranteed 17.4

Maintenance 17.4.1

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.

17.4.2

the remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance periods and the Commissioner[s] have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner[s] 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
Funds**

17.5 If, in the opinion of the Commissioner[s] 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[s] as defective or unsuitable, or shall the Owner, in any manner in the opinion of the Commissioner[s] make default in performance in the terms of this agreement, then in such case the Commissioner[s] 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[s] 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[s], 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[s] 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

17.6 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

18.1 The Owner shall take out and keep in full force and effect during the term of this agreement, including the period of guaranteed maintenance, as determined in subsection 17.4, at its sole cost and expense, the following insurance:

18.1.1 comprehensive general liability insurance applying to all operations of the Owner which shall include bodily injury liability and property damage liability, completed operations liability and contractual liability. This policy shall contain no exclusions for damage or loss from vibration (excluding pile driving), the removal or weakening of support, shoring, and underpinning or from any other activity or work that may be done on land owned by the City or the Region or both of them in connection with the development of the lands. Such policy shall be written with limits of not less than **THREE MILLION DOLLARS (\$3,000,000.00)** exclusive of interest or costs, per occurrence and shall include as an additional insured the City [and the Region], and

18.1.2 automobile liability insurance with an inclusive limit of liability of **ONE MILLION DOLLARS (\$1,000,000.00)**, exclusive of interest or costs, per occurrence for loss or

damage resulting from bodily injury to or death of one or more persons and for loss or damage to property;

18.2 Such policies shall not be terminated, cancelled, or materially altered unless written notice of such termination, cancellation, or material alteration is given by the insurers to the City at least thirty (30) days before the effective date thereof.

18.3 All policies of insurance stipulated herein will be with insurers acceptable to and in a form satisfactory to the City.

18.4 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.

18.5 The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance on a form provided by the City.

18.6 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.

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

GENERAL

19.
Convey-
ances

19.1 The Owner shall, by no later than sixty (60) days from the date the rezoning by-law, required to permit the development of the lands in accordance with the site plan, comes into force or prior to the issuance of a building permit, whichever shall occur first, and at its own expense, including all surveying and registration expenses, convey to the City and/or the Region, 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 or will be 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
Construc-
tion Lien
Act

23.1 The Owner shall comply with all of the provisions of the Construction Lien Act, 1983, as amended from time to time (herein called the "Act") and without limiting the generality of the foregoing, shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the Act. These holdbacks and funds shall not be disbursed except in accordance with the Act.

23.2 The Owner shall, at its own expense, within ten (10) days of receiving written notice from the City and/or the Region to do so, pay, discharge, vacate, and obtain and register a release of, all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highway, and which arise out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.3 The Owner shall indemnify and hold harmless the City and/or 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 and arising out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

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 pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered 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. Waste Disposal Facilities The Owner agrees that in the event food service facilities are constructed on the lands, these facilities shall have inside self-contained temperature controlled refuse rooms.

25. By-laws 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 presently in force.

26. Agreement Binding 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.

27. Cost of Registration The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City the cost of this registration and the 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. Mortgagees 28.1 The Mortgagees hereby covenant with the City and the Region that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then:

28.1.1 if any Mortgagee retains all or part of the lands and develops the lands as an owner, either alone or in combination with another person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

28.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an Owner, the Mortgagees shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchase had executed this agreement in the capacity of owner.

28.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the lands and whether they do or not, the City and the Region may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.

29. Termination In the event that the Owner has not completed an application for a building permit within six (6) months or has not commenced construction with eighteen (18) months of the date of execution of this agreement by the City [and the Region], then at the option of the City [or the Region], this agreement becomes null and void and of no effect.

30. Schedules This agreement and any schedules attached hereto contain the entire and only agreement between the Owner and the City [and the Region] relating to the subject matter herein. This agreement may not be altered or otherwise modified, except in writing and executed by the Owner and the City [and the Region].

31. 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 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.

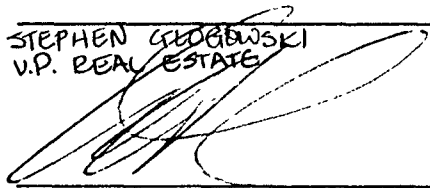
ARMBRO MATERIALS & CONSTRUCTION LIMITED



(Print NAME of signatory)

STEPHEN GREGOWSKI
V.P. REAL ESTATE

TITLE



(Print NAME of signatory)

COLIN WEST
VICE PRESIDENT


TITLE

AUTHORIZATION BY-LAW
NUMBER 206-90
PASSED BY CITY
COUNCIL ON THE 24th
DAY OF SEPTEMBER 1990

THE CORPORATION OF THE CITY OF
BRAMPTON



PAUL BEISEL MAYOR



LEONARD J. MIKULICH CLERK

THE REGIONAL MUNICIPALITY OF
PEEL

R. KENT GILLESPIE SOLICITOR

DEBORAH E. TROUTEN CLERK

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

Part of Parcel Plan-1, Section M-285
Block D, Registered Plan M-285 save and except
the part of Block D designated as Parts 1 and 2
on Reference Plan 43R-14732

SCHEDULE B

MODULE OF APPROVED PLANS

DESCRIPTION
OF PLAN

SPECIAL REQUIREMENTS TO BE SHOWN THEREON

-
- | | |
|---|--|
| 1. SITE PLAN | A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. |
| 2. ELEVATION CROSS-SECTION DRAWINGS | DETAILED ELEVATION CROSS-SECTION DRAWINGS SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. |
| 3. LANDSCAPE & FENCING PLAN | A DETAILED LANDSCAPE AND FENCING PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. This detailed Landscape & Fencing Plan shall show, among other things, the exact location and detailed specifications for the following works:

3.1 No fences along side lot lines.

3.2 Boulevard trees along Sandalwood Parkway, Van Kirk Drive and Regan Road.

3.3 12 metre wide landscaped area along Sandalwood Parkway. |
| 4. GRADING & DRAINAGE PLAN | A DETAILED GRADING AND DRAINAGE PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. |
| 5. ENGINEERING & SERVICING PLAN | A DETAILED ENGINEERING & SERVICING PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. |
| 6. FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE BRANTS) | A DETAILED FIRE PROTECTION PLAN SHALL BE APPROVED IN ACCORDANCE WITH THE CITY'S SITE PLAN CONTROL AREA BY-LAW PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT. |

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

1.

The Owner agrees to convey to the City 0.3 metre (1 foot) reserves along Van Kirk Drive and Regan Road, except at the driveway locations on the approved site plan.

NOTE:

ALL CONVEYANCES shall be completed within sixty (60) days from the date rezoning By-law No. _____ comes into force or prior to the issuance of any building permits, whichever shall occur first.

Building permits will not be issued until all of the foregoing transfers have been registered by the City and the Region.

In order to avoid delays, the Owner is requested to submit draft reference plans and draft transfers for the foregoing lands to the City and the Region as soon as possible after the Owner is advised of the conveyancing requirements of the City and the Region.

SPECIAL PROVISIONS

1.
Highway 7
By-pass

The Owner acknowledges that accessibility to the lands may be restricted by the construction of the Highway No. 7 By-pass facility which is proposed to be constructed to the west of Goreway Drive, and the Owner, for itself and its successors and assigns, hereby consents to the construction of the Highway No. 7 By-pass facility, and hereby releases and forever discharges the City, its successors and assigns, from any and all actions, causes of action, claims, and demands for, upon, or by reason of any damage, loss, or injury to persons or properties which may be sustained hereinafter directly or indirectly in consequence of the construction of the Highway No. 7 By-pass facility which may restrict accessibility to the lands.

2.
Industrial
Uses

the Owner acknowledges that industrial land uses, as defined in and established by the City's zoning by-laws, may be located in the area and the Owner, for itself and its successors and assigned, agrees that it will not object to these industrial land uses.

3.
Payments

The Owner shall, prior to the issuance of any building permits, pay to the City:

3.1 the cost of providing a sidewalk along the entire Goreway Drive frontage of the lands in an amount to be estimated by the Commissioner of Public Works; and

3.2 Two Thousand, Five Hundred Dollars (\$2,500.00) for the construction of a concrete bus pad.

4.
Flood Study

The Owner shall, prior to making application for site plan approval, carry out and have approved by the City and the Metropolitan Toronto and Region Conservation Authority, a flood study. The approved recommendations from this flood study shall be incorporated in the works to be shown on the approved plans referred to in Schedule B.

5.
Top-of
-Bank Survey

The Owner shall, prior to enactment of the rezoning by-law, provide to the City a survey of the top-of-bank satisfactory to the City.

SCHEDULE E

CITY CAPITAL CONTRIBUTIONS

1. Capital Contributions (Residential) The Owner covenants and agrees to unconditionally pay to the City without protest or qualification, and subject to adjustment as herein provided, the following capital contributions:

	<u>DWELLING TYPES</u>	<u>BASE RATE FEBRUARY 1, 1989</u>	<u>CHARGES ON AUGUST 1, 1989</u>
1.1	Single family, semi-detached, townhouses, and three bedroom apartment units	\$6,912.37	\$7,347.98
1.2	Two bedroom apartment units	5,285.93	5,619.04
1.3	Bachelor and one bedroom apartment units	3,252.88	3,457.87
1.4	Senior Citizen Apartments		A reduction of twenty-five per cent (25%) of the foregoing residential charges shall be allowed.
1.5	The capital contributions provided for herein shall be calculated and payable prior to the issuance of a building permit for the dwelling unit or for the building in which the dwelling unit is located;		
1.6	The capital contributions are effective the 25th day of September, 1989. The capital contributions shall be adjusted twice yearly on the 1st days of February and August in each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). This adjustment shall be based on the Index last available prior to the 1st days of February and August respectively in each year and this Index is to be applied to the gross amount of the capital contributions set out in the City's Capital Contribution Policy.		

SCHEDULE F

PEEL LOT LEVIES

RESIDENTIAL

1.1 Peel lot levies are as follows:

	<u>Base Contribution</u> <u>August 1, 1989</u>
1.1.1 Apartments less than 750 square feet.	\$2,465.67 per unit
1.1.2 Apartments and townhouses having 750 to 1,050 square feet.	4,284.10 per unit
1.1.3 Single family, semi-detached, detached and all other apartments and townhouses and other forms of low-rise multiple residential units.	5,239.55 per unit

1.2 Peel lot levies shall be adjusted twice yearly as of February 1st and August 1st of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series); such adjustment to be based on the Index last available prior to February 1st and August 1st, respectively, of each year. (The Southam Construction Index, Ontario Series (Composite Section) Base at June 15th, 1989 is taken as 140.2).

Peel lot levies shall be calculated and payable at the time of building permit issue on each dwelling unit and the area Municipalities are authorized to collect these levies on behalf of the Region.

1.3 Peel lot levies are subject to reduction provisions:

- 1.3.1 In the amount of ten per cent (10%) for sanitary sewers and ten per cent (10%) for water where by prior agreement the developer has been exempted from payment of levies for that purpose, or
- 1.3.2 In the amount of twenty per cent (20%) for sanitary sewers when the development is outside the designated sewer service area.
- 1.3.3 In the amount of twenty per cent (20%) for water when the development is outside the designated water service area.
- 1.3.4 In the amount of twenty-five per cent (25%) for senior citizen apartments to reflect the lower unit yield experienced in senior citizens apartments.