



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 268-78

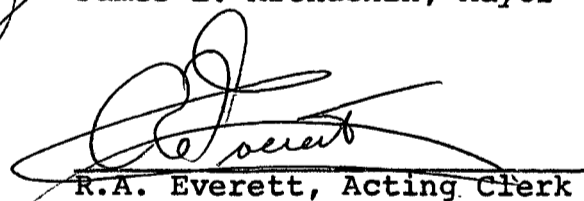
To authorize the execution of an Agreement between Rushville Construction Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Charles Cassin.

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 Rushville Construction Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Charles Cassin, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council  
this 6th day of November, 1978.

  
James E. Archdekin, Mayor

  
R.A. Everett, Acting Clerk

APPLICATION TO REGISTER  
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION 78

TO: THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF PEEL (No. 43)

THE CORPORATION OF THE CITY OF BRAMPTON,  
being interested in the land entered  
as Parcel *13-1*  
in the Register for Section *43-TOR. GORE-9 (N.D.)*  
of which RUSHVILLE CONSTRUCTION LIMITED  
is the registered owner, hereby apply to have  
Notice of an Agreement dated the 6th day of November,  
1978  
made between RUSHVILLE CONSTRUCTION LIMITED, THE CORPORATION  
OF THE CITY OF BRAMPTON, THE REGIONAL MUNICIPALITY OF PEEL and  
CHARLES CASSIN  
entered on the parcel register.

The evidence in support of this Application consists of:

1. An executed copy of the said Agreement

This application is not being made for any fraudulent  
or improper purpose.

The address for service is 24 Queen Street East, Brampton, Ontario.

THE CORPORATION OF THE CITY OF BRAMPTON

by its solicitor

*L. Pandy-Szekeres*  
Laszlo C. Pandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate this 6<sup>th</sup>  
day of *NOVEMBER*, 1978.

B E T W E E N :

RUSHVILLE CONSTRUCTION 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

CHARLES CASSIN

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the Owner of the lands described in Schedule 'A' (hereinafter referred to as "the lands") and further warrants that the Mortgagees are the only mortgagees of the said lands;

AND WHEREAS the Owner desires to subdivide the lands in accordance with the proposed plan of subdivision as draft approved shown as Schedule 'B' attached hereto, hereinafter referred to as "the plan";

AND WHEREAS the City agrees that it will recommend to the proper authority the release of the plan of subdivision herein for registration subject to the terms and conditions of this agreement and the conditions of draft plan approval.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City approving and recommending to the appropriate authorities the approval of the plan for registration, the parties hereto agree each with the other as follows:

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

For the purposes of this agreement, "Commissioner of Public Works" shall mean with respect to all sanitary sewer and water services and regional roads and storm drainage on regional roads and any other regional matter the Commissioner of Public Works for the Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the City Engineer of the City of Brampton.

For the purposes of this agreement, "the works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, required fencing, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, and all other works required to be done by the Owner in accordance with this agreement. All of the works as described hereinafter are to be completed to the satisfaction of the Commissioner of Public Work and/or Director of Parks & Recreation within twelve months after the issuance of the first occupancy permit unless specified otherwise in this agreement.

Wherever under the terms of this agreement the Owner is required to design and construct any works, the Owner shall employ competent engineers registered with the Association of Professional Engineers of Ontario and Landscape Architects registered with the Ontario Association of Landscape Architects or American Institute of Landscape Architects to:

- (a) design;
- (b) prepare and furnish all required drawings;
- (c) prepare the necessary contracts;
- (d) obtain the necessary approvals in conjunction with the City or its agents;
- (e) provide field inspection and lay-out, contract administration and supervision of construction to the satisfaction of the Municipal Engineer. The Municipal Engineer may, where reasonably necessary, require the Owner to provide a Resident Engineer or other qualified person at the subdivision site in furtherance of the Owner's obligation aforesaid;
- (f) obtain all records of construction of the works and, upon completion of the works, deposit "as constructed" linens with the City Engineer and Mylar duplicates with the Commissioner of Public Works for the Region of Peel;
- (g) furnish the City with a certificate with respect to each lot or building block for which a building permit application is made certifying that the proposed lot grading and drainage is in conformity with the overall drainage scheme for the plan as approved by the City Engineer;
- (h) prepare and provide the City, for each lot or block within the plan, a certificate of final grade elevation indicating that the property has been developed in conformity with the approved overall drainage plan;
- (i) prepare and provide the City with an "as constructed" grading plan showing actual field elevations at the time immediately prior to the City finally accepting the services within the subdivision;
- (j) act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

The Owner shall design, construct and install at its own expense and in a good and workmanlike manner, all works as hereinafter set forth including those works set forth in Schedule 'D' attached hereto and complete, perform or make payment for all such matters as are hereinafter provided, including those matters set forth in Schedule 'D' attached hereto, within such time limits as are specified herein and in Schedule 'D' attached hereto.

(a) The Owner shall construct and complete storm sewer system or systems, including storm connections to the street line, for each lot or block as shown on the plan, including all appurtenant manholes, catch-basins, laterals, service connections, apparatus and equipment to service all the lands within the plan and adjacent road allowances according to designs approved by the City Engineer and in accordance with the specifications of the City in effect on the day of approval by the City Engineer. The Owner shall maintain the complete storm sewer system or systems, including clearing any blockage, until they are finally accepted by the City. Such sewers shall be constructed to an outlet or outlets within or outside the plan as may be designated by the City Engineer and shall be constructed according to designs approved by the City Engineer and shall be of sufficient size, depth and location to service the lands within the plan and lands outside the plan which, in the opinion of the City Engineer, will require their use as trunk outlets. The City may connect or authorize connections into the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the City.

(b) The Owner agrees that approval for a private sewage disposal for each lot will be obtained from the Peel Regional Health Unit prior to the issuance of a building permit for the said lot.

(c) (i) The Owner agrees that the development shall proceed only on the basis of connection of the South Peel Municipal Water System and only on the basis that the subdivision area shall be pre-serviced with water

mains and service connections in accordance with Regional standards. The timing of the water connections will depend on staging of the extension of the South Peel Water System to this area.

(ii) 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 approval by the Commissioner of Public Works. The Owner shall maintain the complete water distribution system in accordance with the regulations and by-laws of the Region until they are finally accepted by the Region. The water system shall include any trunks within or outside the plan as may be designated by the Commissioner of Public Works which may be necessary to service the lands within the plan and may be sized to service lands outside the plan when, in the opinion of the Commissioner of Public Works, such trunks are required. 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.

(iii) 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.

6. 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 watermains, sanitary sewers, curbs, gutters, sidewalks or utilities. The Owner

further agrees to keep the boulevards free and clear of all materials and obstructions.

(a) The Owner shall install and construct or reconstruct to the City's specifications all roads as shown on the plan attached heret as Schedule 'B', including traffic islands where specified by the City Commissioner of Public Works. All roads shall conform to grade as approved by the said Commissioner. The Owner shall grade and sod the boulevard portion of all road allowances in accordance with the City's specifications for grading and sodding.

(b) If the lands abut Regional roads, the Owner shall carry out certain improvements to the abutting Regional roads according to designs approved by the Regional Commissioner of Public Works and in accordance with the specifications of the Region in effect on the date of approval by the said Commissioner.

If required by the City Commissioner of Public Works, the Owner shall construct or reconstruct curbs and gutters on all roads as shown on the plan according to the specifications of the City or Region. If any curb depressions are not located correctly with respect to any driveway, the Owner shall construct a curb depression in the correct location and fill in the original depression in accordance with the City's specifications. The Owner shall install pave driveways from at least the paved portion of the road to the front lot line of each lot to the specifications of the City.

The Owner shall construct sidewalks, connecting and park walkways, associated foot bridges and pedestrian grade separations in locations as shown on the plan or the landscape plan according to specifications of the City and maintain them until they are finally accepted in writing by the City.

The Owner shall provide and erect one three-way street name sign at each "T" intersection and two four-way street name signs at each cross-intersection within the plan in such locations as approved by the City Commissioner of Public Works; which signs shall be in conformity with the specifications of the City or



Region. The Owner shall pay the City or Region for all traffic devices as shown on the approved engineering plans installed by the City or Region on all roads within or abutting the plan within thirty days from the date of invoice by the City or Region.

Temporary street name signs shall be erected prior to issuance of any building permits. All permanent street name and traffic signs shall be erected prior to occupancy of any homes in the development.

The Owner shall construct and install to the City or Region's specifications a street lighting system along all roads shown on the plan to the satisfaction of the City Commissioner of Public Works and the authority having jurisdiction over hydro services. Street lights shall be installed not later than two months after the first occupancy on each street.

The Owner agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public road on which the buildings are to be constructed and the public road providing access to the building site have been constructed complete with curb and gutter if required and all granular material required up to and including base course asphalt. The Commissioner of Building, Zoning and Licensing may issue building permits prior to completion of the base course asphalt specified in this clause on the authorization of the City Engineer. The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewer service required by the Region is made and the required charges as laid down by the Region have been paid and water is available. Notwithstanding this clause, building permits may be issued for mode homes at the discretion of the Commissioner of Building, Zoning and Licensing and the City Engineer.

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.

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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.

The Owner shall not commence construction of any of the works required by this agreement until the detailed engineering and landscape plans and specifications of such works have been approved by the City Commissioner of Public Works and the Commissioner of Parks and Recreation, respectively, and such approval has been signified by appropriate signatures on the original plans and specifications but such signatures shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner. And further, the Owner shall not commence construction of any of the works required by this agreement until the detailed landscape plans and specifications have been approved by the Commissioner of Parks and Recreation and all existing trees on the plan have been surveyed and identified and designated for removal or protection.

(a) The Owner shall maintain the underground works for a period of two years following preliminary approval of all underground works, or up to the time when the aboveground works have progressed to the completion of the base course of asphalt, whichever occurs later.

(b) The Owner shall maintain all of the aboveground works and shall remain responsible for all lot grading until such time as the City has finally accepted and assumed all responsibility for the maintenance of the municipal services within the subdivision. The Owner shall be required to maintain the road base course asphalt and curbs for a two year period after which it shall place top course asphalt and complete all outstanding sodding, sidewalks, walkways and any other work not completed at that time. Upon completion of all aboveground work, the Owner shall remain responsible for the maintenance of aboveground services for one more year after which the City Commissioner of Public Works shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or Region and that the Owner be released from its obligations under this agreement.

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If, in the opinion of the City Commissioner of Public Works 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 City Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the said Commissioner, make default in performance in the terms of this agreement, then, in such case, the said Commissioner shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten clear days after such notice, then, in that case, the said Commissioner thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his 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 City Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent of the cost of the labour and materials. Any work done at the direction of the said Commissioner pursuant to the provisions of this clause shall not be an assumption by the City or Region of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Prior to the registration of the plan, the Owner shall submit to the City Engineer and City Commissioner of Parks and Recreation a plan or plans showing:

- (a) the existing and final elevations of the lands as determined by reference to a geodetic benchmark or an established City of Brampton benchmark,
- (b) final grades of all roads as approved by the City Engineer,
- (c) the lands designated for drainage works; and shall obtain approval of such elevations from the City Engineer, and
- (d) the landscape grading plans of parklands, boulevards, and buffer areas.

The Owner, during the term of this agreement, agrees that it will be responsible for the drainage of all the lots and blocks within the plan and shall, on the sale of any lots or blocks, reserve such rights as may be necessary to enable the Owner or the City to enter for a period of three years from such sale and undertake modifications to the surface drainage features of the said lots and blocks in accordance with the drainage patterns proposed by this agreement. It is further agreed that, should drainage rectification become necessary in the absolute discretion of the City Engineer at any time during the term of this agreement and prior to the expiration of the right to enter and the Owner fails to make such rectification when so instructed

by the City Engineer, the City may, at its option, undertake the correction of such drainage situation and all costs thereof shall be charged back to the Owner and shall include a management fee of fifteen per cent of the cost of labour and material. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the City Engineer.

The Owner shall drain and grade all lands to be developed in accordance with the overall drainage plans which are subject to the approval of the City Engineer. Prior to final acceptance of the works by the City, the Owner shall carry out continuous maintenance to the satisfaction of the City Engineer on all vacant blocks and lots within built-up areas in the plan. Such maintenance will include weed control by annual spraying; grass and weed cutting to maintain a height not exceeding six inches; cleanliness of the block or lot by removal of debris and maintenance of approved drainage through grading when required by the City Engineer.

The Owner covenants and agrees that neither it nor its successors nor assigns shall permit the occupancy of any building or part thereof erected on the said lands until the "basic services" as required herein (including private sewage disposal systems, storm sewers, watermains, an approved water supply, base course asphalt, curbs and gutters and permanent street name signs) have been installed and approved by the City Commissioner of Public Works and the necessary occupancy permit as required by the City Building By-law has been issued by the City Commissioner of Building, Zoning and Licensing. The Owner further covenants that if it, or any person claiming title through it or under its authority, permits occupancy of any dwelling prior to the acceptance of the roads by the City, it shall at all times, maintain the roads in a reasonable and clean and adequate fashion until such time as the roads are completed and accepted by the City.

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1. Completion of sidewalks, sodding, etc.

Sidewalks, walkways, boulevard sodding, and tree planting shall be completed prior to the occupancy of any building except for buildings to be occupied between November 1st and June 15th in any year in which case the sidewalks, walkways, boulevard sodding, and tree planting shall be completed by June 30th following such occupancy. The City Engineer may require construction of sidewalks and walkways prior to the time specified above where the said sidewalks or walkways are required to provide safe passage to and from schools and other facilities.

2. Maintenance of roads and snow plowing

The Owner covenants and agrees that if any person should occupy a dwelling unit within the said plan of subdivision before the road has been finally accepted by the City, the City through its servants, contractors or agents may provide and maintain proper vehicular access and the City shall be deemed to have acted as agent for the Owner and shall not be deemed in any way to have accepted the streets within the said plan of subdivision upon which such work has been done. The Owner hereby acknowledges that if the City by providing any access or removing any ice or snow under the provisions of this agreement, damages or interferes with the works of the Owner or causes any damage to such works, the Owner hereby waives all claims against the City that it might have arising therefrom and covenants that it will make no claim against the City for such interference or damage provided such interference or damage was not caused intentionally or through gross negligence on the part of the City, its servants, contractors or agents. Subject to the conditions above, the City hereby agrees to provide snow removal on any road upon which the base course has been completed and where occupancy of buildings so requires. To facilitate this operation, all catch-basins must be asphalt ramped; all other services and appurtenances, including manholes, must be installed flush with the base course, to be raised at the time of application of the final course of asphalt.

3. Expedious completion

It is the intention of this agreement that all works be performed expeditiously and continuously; that all underground services be installed within one year of the registration of the plan and that all aboveground services be installed within

- 13 -

two years of the date of registration of the plan, unless such time is extended by the City Commissioner of Public Works. Provided that if, in the opinion of the said Commissioner, the construction and installation of some of the works should be delayed, the said Commissioner may, by written notice, direct that such work be delayed until the date specified in the notice.

The Owner shall not remove top soil from any lands within the plan except where required to be removed for building operations and, when so removed, the top soil shall be stockpiled and replaced upon the lands within the plan after the completion of the building operations. In the event that there is a surplus of top soil, it shall be offered to the City at no cost. Such offer shall be made to the City in writing between May 15th and October 1st in any year and the City shall be required within sixty days to remove the top soil or, after the expiry of the sixty days, the Owner shall be free to dispose of the top soil in its sole discretion.

The Owner shall provide grass on the area of the lot from the front of the house to the street line except for the portions of that area which are taken up with driveway and trees. The Owner shall provide and plant a minimum of one deciduous tree (minimum two and one-half inch caliper) on the boulevard for each fifty feet (50'0") of boulevard within the subdivision and shall provide and plant other trees as required in accordance with the parks specifications of the City of Brampton and as shown on any landscape plan required under this agreement. Type and size of tree to be submitted to the City for approval prior to planting. The Owner shall maintain all trees for a one-year period from the date of planting and shall replace all trees failing to establish a healthy growth within that one-year period.

In respect of all lands designated for parkland, buffer strips and watercourse areas, the Owner agrees to perform all work in accordance with the specifications of the City and to the satisfaction of the Director of Parks and Recreation and to the satisfaction of the City Engineer.

It is understood and agreed that the Owner shall be responsible for any improvements to watercourses deemed necessary by the City or Conservation Authority to ensure protection against erosion along embankments.

All work required on watercourses within the plan shall be shown on the landscape plans and must be to the satisfaction of the Director of Parks and Recreation, the City Engineer, and the conservation authority where applicable.

7. The Owner agrees to construct and fence to the current City specifications all public walkways on the plan prior to the sale of the abutting residential lots and all other fencing required under this agreement or indicated on any landscape plan required under this agreement in conjunction with the grading and sodding of abutting lots.

8. The Owner shall drain, grade, top dress and sod all lands which are to be conveyed to the City for park purposes except where lands within the plan have been designated by the Director of Parks and Recreation to be left in their natural state or finished to another standard. Such grading and drainage plans to be approved by the City Engineer and the Director of Parks and Recreation and to be completed in accordance with the City specifications.

9. All existing trees to be retained must be fenced and protected prior to any construction and no existing trees shall be removed without prior approval in writing from the City Parks and Recreation Director.

10. 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.

OTHER APPROVALS

1. Prior to commencement of any works, 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, regional roads within or affected by the plan and necessary improvements thereto, 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.

2. Prior to commencement of any works, 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 appurtenances to service the lands and such other matters including the payment of levies as the said authority shall require, provided however, that the electrical distribution system shall be underground. The City shall not be obligated to 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.

3. The Owner shall comply with all of the requirements of the Ministry of Natural Resources and the Conservation Authority having jurisdiction which are set out in Schedule 'D' attached hereto.

Regional Services

hydro services

Ministry of Natural Resources & Conservation Authority approval

34. School sites  
The Owner shall enter into agreements with the Peel Board of Education and the Dufferin-Peel Roman Catholic Separate School Board to enable the Boards to purchase the lands designated as school sites, and the City shall not release the plan for registration until provided with confirmation from the School Boards that the agreements required by this clause have been entered into or that other arrangements satisfactory to the School Boards have been made.

FINANCIAL

35. Taxes  
The Owner agrees to pay all arrears of taxes outstanding against the property within the plan before the execution of this agreement by the City. The Owner further undertakes and agrees to pay all taxes levied or to be levied on the said lands in accordance with the last revised assessment roll entries until such time as the land has been assessed and entered on the Collectors' Roll according to the plan. The Owner agrees to pay municipal taxes for the full year in which any transfer of lands within the plan or any part thereof takes place if such transfer results in the lands being exempt from taxation for any part of that year unless the City receives grants in lieu of the taxes which would otherwise be payable. The Owner also agrees that any local improvement charges outstanding against the lands within the plan shall be commuted for payment and paid in full prior to the release for registration of the plan by the City.

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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.

37. The Owner covenants and agrees to pay to the City the following development levies:

City  
levies

- (a) the sum of One Thousand, Two Hundred and Eighteen Dollars (\$1,218.00) 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 One Thousand, and Thirty-seven Dollars (\$1,037.00) 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 Seven Hundred Dollars (\$700.00) 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 Five Hundred and Eighty-eight Dollars (\$588.00) 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.

8. (a) The Owner agrees to pay Regional levies in accordance with the following policy:

Regional  
levies

One Thousand, Three Hundred Dollars (\$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:

Six Hundred Dollars (\$600.00) per dwelling unit under nine hundred (900) square feet in area;

Nine Hundred Dollars (\$900.00) per dwelling unit having an area from nine hundred (900) to one thousand, one hundred and fifty (1,150) square feet;

One Thousand, Two Hundred Dollars (\$1,200.00) per dwelling unit over one thousand, one hundred and fifty (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.

Special  
water-  
works  
levy

(b) To provide for the provision of water from the South Peel system, each lot or unit contained in this development shall be assessed a special levy in the amount of Two Thousand, Four Hundred and Fifty Dollars (\$2,450.00) and the Owner shall provide to the Region, a cash payment for the total amount of the special levy prior to registration. The extension of service is conditional upon the Region being satisfied with respect to completion of agreements which would enable the entire works necessary to be financed.

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 Section (a) of this paragraph, the base date being set as of 1st August, 1976 (337.9).

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.

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.

changes  
in levies

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.

The Owner shall insure against all loss or damage or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall be issued in the joint name of the Owner and City and Region and shall be deposited with the City prior to registration of the plan and remain in the custody of the City during the life of this agreement. The minimum limit of such policies shall be \$1,000,000 all inclusive. The policy shall be effective for the period of this agreement, including the period of guaranteed maintenance and shall contain no exclusion for blasting and shall contain "completed operations" clause. Premiums on such policies shall be paid by the Owner for at least one year from the date on which the policy is deposited with the City and all such policies shall contain a provision that they will not be cancelled except on thirty days written notice to the City. The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or larger claims, if any, for which it may be held responsible. The Owner shall prove to the satisfaction of the City if required that all premiums on such policy or policies have been paid and that the insurance is in full force and effect and in any event the Owner shall file a renewal certificate with the City not later than one month before the expiry date of any policy provided pursuant to this agreement and 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 order that all work on the lands within the plan cease until the policy is renewed.

(1) Prior to the registration of the plan, the Owner shall deposit as performance guarantee with the City a sufficient sum in the form of a cash deposit, letter of credit from a chartered bank, or other negotiable security approved by the City Treasurer, in the amount of one hundred per cent of the cost of all the works required by this agreement as estimated by the City Commissioner of Public Works;

(2) In lieu of the securities mentioned under subparagraph (1) above, the Owner may deliver to the City a performance bond issued by a surety or guarantee company licensed by the Province of Ontario in an amount of one hundred per cent (100%) of all works specified in this agreement as estimated by the City Commissioner of Public Works and a cash deposit in the amount of five per cent (5%) of the said estimated cost, but not exceeding Ten Thousand Dollars (\$10,000.00).

(3) Upon the failure by the Owner to complete a specified part of the work requested by the City Commissioner of Public Works and in the time requested, 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 as referred to in subparagraphs (1) and (2) above to pay the cost of any part of the works the said Commissioner may deem necessary.

(4) Upon the failure by the Owner to complete the works in the time or times as stipulated in this agreement, the City by resolution of council may direct the surety or guarantee company which issued the said bond to complete the works.

(5) The City agrees to reduce from time to time the amounts received as a cash deposit, letter of credit or other negotiable security as referred to in subparagraph (1) hereof by an amount equal to ninety per cent (90%) of the value of the work completed to the satisfaction of the City Commissioner of Public Works upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The remaining ten per cent (10%) for the



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underground services shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the said Commissioner. Prior to the expiration of the repair and maintenance period herein in respect of storm sewers, the City shall obtain a television inspection of any of the sewers or parts thereof designated by the said Commissioner and all defects disclosed by such inspection shall be remedied by the Owner at its own expense. The cost of such inspection shall be paid by the Owner to the City within thirty days of the date of invoice from the City in addition to any other payments provided for in this agreement. The remaining ten per cent (10%) for the above ground work shall be retained by the City until final acceptance of the subdivision works by the City Council.

(6) (a) Where a performance bond plus five per cent (5%) cash deposit has been received as per subparagraph (2) hereof the City will release the original performance bond on preliminary approval of all the underground works and receipt of the following documents:

- (i) statutory declaration that all accounts relative to the installation of the underground works have been paid;
- (ii) a maintenance bond for the underground works;
- (iii) a performance bond for the aboveground works.

(b) The City will release the performance bond for the aboveground work upon preliminary approval of all aboveground works and receipt of the following documents:

- (i) a statutory declaration that all accounts relative to the installation of the aboveground works have been paid;
- (ii) a maintenance bond for the aboveground works.

(c) The City will release the maintenance bond for the underground works upon final approval of the underground works at the expiration of the maintenance period. The maintenance bond for the aboveground work and five per cent (5%) cash deposit will be released upon final acceptance of the subdivision by Council at the expiration of the maintenance period of the aboveground works.

(7) Notwithstanding anything herein contained, there shall be no reduction in the principal amount of any guarantee bond or other security where such reduction would result in the said principal amount being less than the aggregate total of the estimated cost as established by the City Commissioner of Public Works of works which have not yet been accepted by the City as being completed and the Owner shall be required to supply such details of completed and uncompleted works as are required by the said Commissioner.

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The Owner shall pay to the City prior to the registration of the plan, 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 per cent (4%) of the total cost of the works to a maximum of Three Thousand Five Hundred Dollars (\$3,500.00) where the total cost of the works 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 Dollars (\$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 in proportion to the estimated costs of the works for which each of the City and the Region is responsible. In the event that the total cost of the works

cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan a deposit based on the estimated cost of the total works as approved by the City Commissioner of Public Works and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of the work prior to the issuance of any building permits within the plan.

The Owner shall use only approved City, Regional or M.T.C. first or second order bench marks for establishing elevations throughout the development. Prior to the end of the maintenance period of the aboveground works, the Owner's Surveyor shall establish one permanent second order bench mark for the first 25 acres or less plus one bench mark for every additional 25 acres within the Registered Plan. Location and type of bench mark to be agreed upon between the surveyor and the City Engineer at the time the bench mark(s) is(are) to be established.

The performance by the Owner of his obligations under this agreement to the satisfaction of the Council of the City shall be a condition precedent to the final acceptance of the works by the City. Prior to the final acceptance of works by the City, the Owner shall furnish the City with:

- (i) a statutory declaration by or on behalf of the Owner that the Owner has paid all accounts that are payable in connection with the installation and maintenance of the works and that there are no outstanding claims relating to the works;
- (ii) a statement by a registered Ontario Land Surveyor that he has found or replaced all standard iron bars shown on the registered plan and has barred the limits of all sewers and watermain easements relative to the development of the lands at a date not earlier than one month prior to the application by the Owner for final acceptance of

(iii) further that he has placed all bench marks as required under Clause 42 and that he has provided the City Engineer with the description of location and elevation of these bench marks.

(iv) one complete set of inked "as constructed" originals or reproduction by photographic means of all works including lot grading plans.

GENERAL

6. conveyances

At no cost to the City or the Region, the Owner shall grant unto the City and the Region free of encumbrance the lands, easements and one-foot reserves as required in Schedule 'C' for municipal purposes. The Owner shall also grant gratuitously such other easements as may be required for municipal and regional services and for other necessary services, private utilities or for the construction of electrical power lines and/or telephone systems to service the lands. The executed deeds for all easements and lands to be conveyed to the City and Region shall be lodged with the City before the registration of the plan or any part thereof.

7. certificate

The Owner shall provide the City with a solicitor's certificate that the lands to be conveyed to the City pursuant to this agreement are free from encumbrance and that the Grantor is the registered owner thereof. The said certificate shall be delivered to the City at the time of conveyance.

8. copies of plans

(a) Prior to release for registration by the City, the Owner shall supply the City with eight (8) copies of the proposed final plan for verification as to compliance with this agreement.

(b) Upon registration of the plan, the Owner shall supply the City with a duplicate original of the registered plan and a minimum of eight (8) copies of the registered plan.

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The City shall by by-law regulate the land use and the building standards in all areas within the boundaries of the lands affected by this agreement. The Owner shall post signs on all lots and blocks, zoned or proposed to be zoned for other than single-family detached or semi-detached dwellings, the wording, size and location of such signs to be approved by the Building and Zoning Co-ordinator.

-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 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.

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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.

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Wherever decisions are made within the meaning of this agreement by the City Commissioner of Public Works, the discretion of the said Commissioner shall be exercised according to reasonable engineering standards.

provals

Where under the terms of this agreement any approvals are required to be given on behalf of the City or the Region by the City Council or Regional Council or any official of the City or Region, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily withheld.

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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.

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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.

RUSHVILLE CONSTRUCTION LIMITED

per:

*[Handwritten Signature]*

Authorized signing officer

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

*[Handwritten Signature: James E. Archdekin]*

JAMES E. ARCHDEKIN MAYOR

*[Handwritten Signature]*

CLERK

AUTHORIZATION BY-LAW  
 NUMBER 268-78  
 PASSED BY CITY COUNCIL ON THE 6th  
 DAY OF November 1978

THE REGIONAL MUNICIPALITY OF PEEL

*[Handwritten Signature: L.N. Carson]*

CHAIRMAN

*[Handwritten Signature: Larry Sutton]*

ACTING CLERK

AUTHORIZATION BY-LAW  
 NUMBER.....196-78.....  
 PASSED BY THE REGIONAL COUNCIL ON THE.....16th.....  
 DAY OF NOVEMBER 1978

CHARLES CASSIN

*[Handwritten Signature: Charles Cassin]*

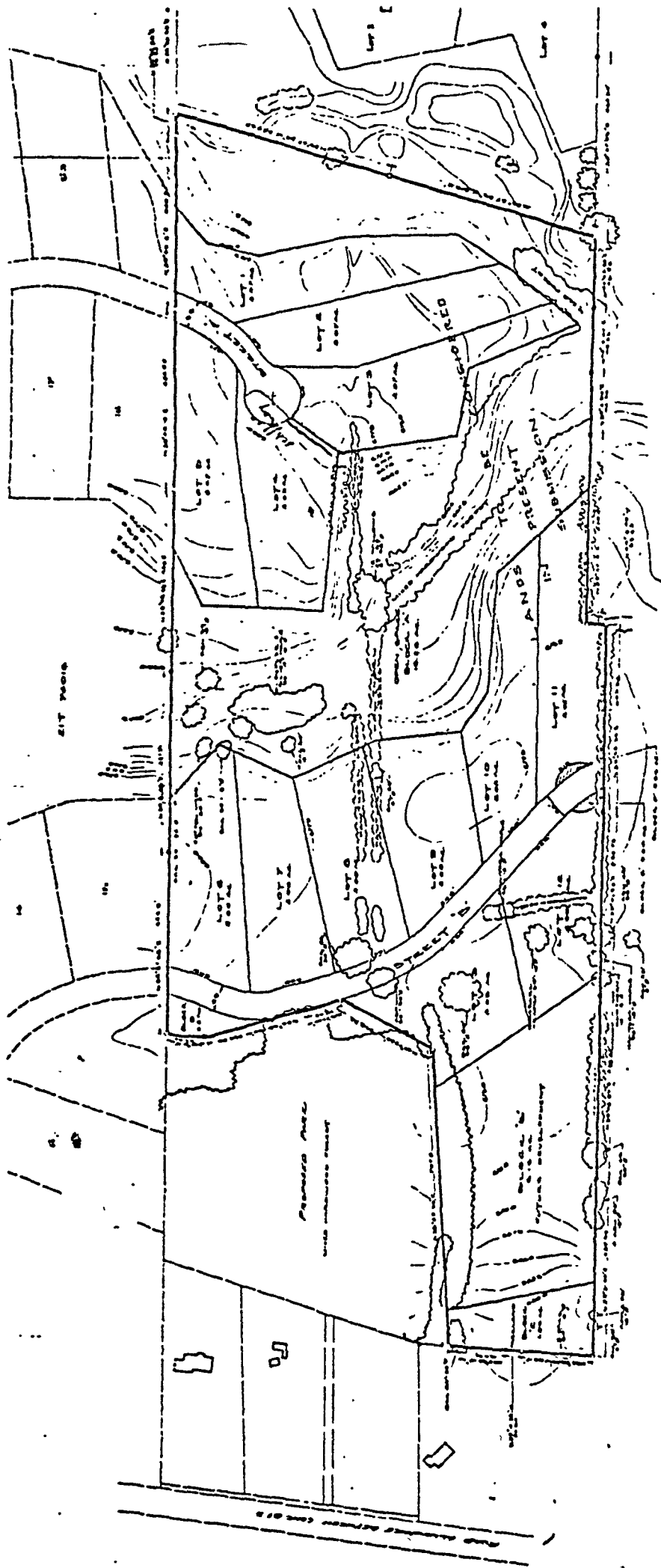
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

*[Handwritten Signature]*

LEGAL DESCRIPTION OF THE LANDS

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 Toronto Gore, in the County of Peel), being that part of the North Half of Lot 13 in Concession 9, Northern Division, of the original Township of Toronto Gore, in the County of Peel, designated as Part 3 on a Plan of Survey or record in the Land Registry Office (No. 43) Land Titles Division of Peel as 43R-4509.





Development Agreement  
Schedule 'B'



City of Brampton  
Planning Department

LANDS TO BE CONVEYED TO THE CITY

1. Parkland - Blocks A, C and D shown on the plan
2. Walkways - Ten foot (10'0") Walkway between Lots 3 and 4 to be conveyed.
3. One Foot Reserve - One Foot Reserve at the southerly end of Street B to be conveyed.
4. If requested by the City, the Owner shall convey a temporary right-of-way or easement to provide access to Block C from Street B in a location satisfactory to the City. This right-of-way to remain in existence until the City requires ownership of property adjoining Block C.

SPECIAL CLAUSES

1. The Owner acknowledges and agrees that building permits will not be issued for the erection of any buildings or structures on Block B until such time as a plan of subdivision has been registered on lands immediately to the south of Block B and the Owner has executed an agreement satisfactory to the City with respect to the servicing of Block B.
2. The Owner shall, at its own expense, prior to registration of the plan, submit to the City a watercourse capacity and drainage report for the lands included in the plan and adjacent lands and when approved by the City, the Owner shall, at its own expense, carry out the recommendations contained in this report which shall be deemed to be works within the meaning of this agreement.
3. The Owner shall not commence construction of any of the works required by this agreement until access to the land included in the plan is provided by means of registration of a plan of subdivision on the adjacent lands to the north which are proposed to be subdivided under File 21T-76016. The Owner further agrees that neither it nor any builder within the subdivision will apply for or be entitled to receive any building permits until the public roads on the registered plan to the north of the plan connecting with Streets A and B as shown on the plan have been constructed complete with curb and gutter if required and all granular material required up to and including base course asphalt. The Commissioner of Building, Zoning and Licensing may issue building permits prior to the completion of the base course asphalt specified in this clause on the authorization of the City Engineer.
4. The Owner shall include a clause in all agreements of purchase and sale with respect to lots on the plan advising the purchasers that for the purpose of transportation to schools, the children of residents on the plan will meet the school bus on roads presently in existence or at any other place convenient to the Dufferin-Peel Roman Catholic Separate School Board or the Peel Board of Education.
5. The Owner shall neither place in nor remove fill of any kind from Block A, whether originating on the site or elsewhere without the prior written approval of the Metropolitan Toronto and Region Conservation Authority and the City.
6. The Owner shall prepare a detailed engineering and drainage report acceptable to the Metropolitan Toronto and Region Conservation Authority and the Ministry of Natural Resources which will describe:
  - (a) The storm water management technique which will be employed to minimize the amount of storm water directed into the West Humber River and its tributary. The techniques employed must limit the amount of warm silt laden or chemically altered storm water entering the above noted watercourse, and

SCHEDULE 'D'

6. (b) The development and construction techniques and safeguards which will be used to contain and minimize the effects of erosion and siltation on the site prior to, during and after the construction.

The Owner shall, at its own expense, carry out or cause to be carried out the works recommended in the foregoing paragraphs (a) and (b) and such works shall be deemed to be works within the meaning of this agreement.

7. The Owner shall reserve a right-of-way over either Lot 12 or Lot 13 to provide access for maintenance purposes from a public street to Block B. This right-of-way shall remain in existence until such time as Block B is developed in conjunction with lands immediately to the south of Block B.

DATED: 6 Nov 1978

RUSHVILLE CONSTRUCTION LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

AND

CHARLES CASSIN

---

A G R E E M E N T

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

No. 212664  
Received in the Office of  
Land Titles at Brampton at  
3:34 pm. on  
the 26 day of Nov. 1979  
and entered in  
Parcel 13-1  
Section 43-1st. Term - 9(N.D.)  
M. J. Foster  
Land Registrar

DUPLICATE

212664

PASSED November 6 1978

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# BY-LAW

268-78

No. \_\_\_\_\_