



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

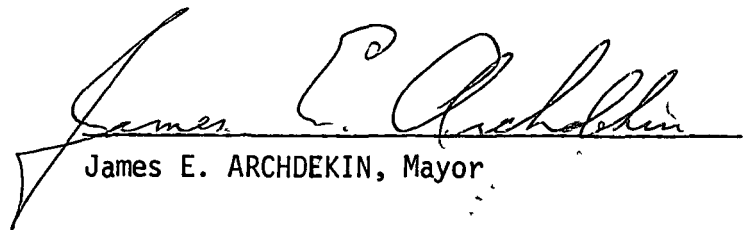
Number 290-79


To authorize the execution of an Agreement between Bramacres Developments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, Canadian Imperial Bank of Commerce and The Toronto Dominion Bank.

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 Bramacres Developments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel, Canadian Imperial Bank of Commerce and The Toronto Dominion Bank, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of October, 1979.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate  
this 10<sup>th</sup> day of OCTOBER, 1979.

B E T W E E N :

BRAMACRES DEVELOPMENTS 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

CANADIAN IMPERIAL BANK OF COMMERCE and THE  
TORONTO DOMINION BANK

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 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");

August 1979

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

1. For the purposes of this agreement, "Municipal Engineer" 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.

2. 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 Municipal Engineer and/or the Commissioner of Parks and Recreation and/or the Commissioner of Planning and Development, as the case may be within twelve (12) months after the issuance of the first occupancy permit unless specified otherwise in this agreement.

3.                   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:

Consult-  
ing  
Engineer

- 3.1           design;
- 3.2           prepare and furnish all required drawings;
- 3.3           prepare the necessary contracts;
- 3.4           obtain the necessary approvals in conjunction with the City or its agents;
- 3.5           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;

- 3.6 obtain all records of construction of the works and upon completion of the works, deposit "as constructed" inked linens or cronoflex reproductions with the City Engineer and Mylar duplicates with the Commissioner of Public Works for the Region of Peel;
- 3.7 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;
- 3.8 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;
- 3.9 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;
- 3.10 act as the Owner's representative in all matters pertaining to construction for all the services specified in this agreement.

4. 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

Owner's  
Expense

in Schedule D attached hereto, within such time limits as are specified herein and in Schedule D attached hereto.

Notwithstanding anything contained in this agreement, the plan shall not be released by the City for final registration until such time as all of the detailed plans and specifications for all of the works required by this agreement are fully approved by the City and the Region.

5.

Storm  
Sewers

5.1 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.

Sanitary  
Sewers

5.2 The Owner shall construct and complete the sanitary sewer drainage works including lateral connections to the street line for each lot or block as shown on the plan, including all appurtenances, manholes, apparatus and equipment to service all the 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 sanitary sewer system, including clearing of any blockages, until finally accepted by the Region. The sewers shall be connected to an outlet or outlets within or outside the plan as may be designated by the Commissioner of Public Works and shall be constructed according to designs approved by the Commissioner of Public Works 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 Commissioner of Public Works, will require their use as trunk outlets. The Region may connect or authorize connections to the said sewers but such connections shall not constitute acceptance of the sewer system or systems by the Region.

Water  
Systems

5.3 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 tunks 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.

6.                   The Owner shall remove and stockpile all top  
Top Soil           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.

7.                   7.1               The Owner shall install and construct or  
Roads               reconstruct to the City's specifications all roads as  
shown on the plan attached hereto as Schedule B, including  
traffic islands where specified by the Municipal Engineer.  
All roads shall conform to grades as approved by the  
Municipal Engineer. The Owner shall grade and sod the  
boulevard portion of all road allowances in accordance  
with the City's specifications for grading and sodding  
or seeding.

Private           7.2               The Owner agrees that in any industrial  
Roads             condominium developments all private roads, including  
curbs, gutters and storm sewers, shall be constructed  
in locations and in accordance with plans and



specifications approved by the City Engineer and to the City standards for pavement strength and all work shall be subject to supervision and inspection by a representative from the City.

Regional  
Roads

7.3 The Owner shall carry out certain improvements to abutting Regional roads 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.

8.  
Curbs

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 the 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 paved driveways from curb to street line (or from curb to sidewalk where sidewalks are installed) to the specifications of the City.

9.  
Pedestrian  
Walkways

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.

10. Street Name and Traffic Signs

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 Municipal Engineer, which signs shall be in conformity with the specifications of the City or Region. The Owner shall pay the City or the Region for all traffic devices as shown on the approved engineering plans installed by the City or the Region on all roads within or abutting the plan within thirty (30) days from the date of invoice by the City or the 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 buildings in the development.

11. Street Lights

The Owner shall construct and install to the City or the Region's specifications, a street lighting system along all roads shown on the plan to the satisfaction of the Municipal Engineer and the authority having jurisdiction over hydro services. Street lights shall be installed not later than two (2) months after the first occupancy on each street.

12. Building Permits

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 and all granular material required up to and including base course asphalt. The Commissioner of Buildings and By-law Enforcement 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.

13.                   Prior to the application of the base course asphalt, the Owner shall maintain the gravel base in a safe and usable condition for vehicular traffic to the satisfaction of the City Engineer and shall apply a binder from time to time as may be required by the City Engineer to eliminate road dust on roads within the lands. The Owner covenants and agrees that until assumption by the City, it will maintain and sweep all streets within the subdivision which have received base course asphalt or top course asphalt and all adjacent City streets which have been dirtied as a result of operations within the development and keep them clear of dust, refuse, rubbish and litter of all types which in the opinion of the City Engineer are a result of the building operations. Until such time as the roads have been accepted for maintenance by the City, the Owner shall repair and/or sweep any such roadway within twenty-four (24) hours of receiving written notice from the City Engineer. In the event such notice is not complied with within the said twenty-four (24) 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 (30) days of the date of the invoice from the City.

13.  
Maintain  
Gravel  
Base

14. Commencement of Construction

The Owner shall not commence construction of the works required by this agreement until the detailed engineering specifications of such works have been approved by the Municipal Engineer and the landscape plans and specifications of such works have been approved by the Commissioner of Parks and Recreation and/or the Commissioner of Planning and Development, 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/or the Commissioner of Planning and Development and all existing trees on the plan have been surveyed and identified and designated for removal or protection.

15. Maintenance of Services

15.1 The Owner shall maintain the underground works for a period of two (2) 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.

15.2 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 (2) 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 Municipal Engineer shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or the Region and that the Owner be released from its obligations under this agreement.

16. If, in the opinion of the Municipal Engineer, 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 Municipal Engineer as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Municipal Engineer, make default in performance in the terms of this agreement, then, in such case, the Municipal Engineer 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 Municipal Engineer thereupon shall have full authority and power immediately to purchase such materials, tools and

Owner  
in  
Default

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 Municipal Engineer, whose decision shall be final. It is understood and agreed that such costs 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 Municipal Engineer 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.

17. Existing & Final Elevations Prior to the registration of the plan, the Owner shall submit to the City Engineer, the Commissioner of Parks and Recreation and the Commissioner of Planning and Development, a plan or plans showing:

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

18.                   The Owner, during the term of this agreement, agrees  
Lot and           that it will be responsible for the drainage of all the lots  
Block           and blocks within the plan and shall, on the sale of any lots  
Grading &       and blocks, reserve such rights as may be necessary to enable  
Drainage       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 discretion of the City Engineer in  
                 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 15%  
                 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.

19.                   The Owner shall drain and grade all lands to  
Undevel-       be developed in accordance with the overall drainage plans  
oped       which are subject to the approval of the City Engineer.  
Blocks       Prior to final acceptance of the works by the City,  
and Lots     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 (6) inches; cleanliness of the block or lot by  
                 removal of debris and maintenance of approved drainage  
                 through grading when required by the City Engineer.

20. 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 sanitary and storm sewers, watermains, base course asphalt curbs and gutters and permanent street name and traffic signs have been installed and approved by the Municipal Engineer and the necessary Occupancy Permit as required by the City Building By-law has been issued by the Building and Zoning Co-ordinator. 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.

21. Sidewalks, walkways, boulevard sodding, driveway paving 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, driveway paving and tree planting shall be completed by June 30th following such occupancy.

22. 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.

23.

Expedi-  
tious  
Com-  
pletion

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

24.

Top Soil  
Comple-  
tion

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 15 and October 1 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.

25.

Land-  
scaping  
by the  
Owner

25.1 The Owner shall, prior to the release of the plan for registration, prepare and have approved by the Commissioner of Planning and Development, a landscape plan for all the boulevards and watercourse areas within the plan and boulevards on roads abutting the plan.

Boulevards may be sodded or hydro seeded with a grass mixture to be approved by the City and such areas shall be maintained by the Owner until inspected and accepted by the Commissioner of Planning and Development and the City Engineer.

The Owner shall provide and plant on all boulevards within the plan and on roads abutting the plan, a minimum of one deciduous trees (minimum two and one-half inch caliper) at an average of fifty (50) foot intervals as shown on the approved landscape plan. The Owner shall maintain all trees for a period of one (1) year from the date of planting and shall replace all trees failing to establish healthy growth within that one year period.

No later than sixty (60) days after placing the top course of asphalt, the Owner shall complete all landscape work shown on the approved landscape plan.

Industrial Lot or Block Landscaping 25.2      Each lot or block of industrial land as defined in the City's restricted area by-law applicable to such lot or block as shown on the plan shall be landscaped in accordance with City specifications for industrial lot or block landscaping. Prior to the issuing of a building permit for any such lot or block, the Owner of such lot or block shall prepare and submit to the Planning and Development Department a landscape plan drawn in accordance with City specifications for approval and the said Owner agrees that the building permit for such lot or block will not be issued until such time as the landscape plan has been approved by the Commissioner of Planning and Development.

All work shown on the approved landscape plan shall be completed prior to the occupancy of any building on the lot or block except for buildings to be occupied between November 1st and June 15th the following year, in which case the work shall be completed by June 30th following such occupancy. In the event the work is not completed prior to occupancy, an occupancy permit for the building will not be issued until the Owner has provided the City with an undertaking in a form satisfactory to the City Solicitor to complete the work in accordance with the time limits set out in this clause.

26.      In respect of all lands designated for parkland, parkland specifications 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 Commissioner of Parks and Recreation, the Commissioner of Planning and Development and 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 Commissioner of Parks and Recreation, the Commissioner of Planning and Development, the City Engineer, and the Conservation Authority where applicable.

27. Fencing 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 industrial 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.

28. Park Development 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 Commissioner 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 Commissioner of Parks and Recreation, and to be completed in accordance with the City specifications.

29. Tree Protection 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 of the Commissioner of Parks and Recreation and the Commissioner of Planning and Development.

30. Archi-  
tectural  
Control  
Committee

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

31. Regional  
Services

Prior to commencement of any works, the Owner shall enter into such agreements as may be required by 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.

32.

Hydro  
Services

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.

33.

Ministry  
of  
Natural  
Resources  
& Conser-  
vation  
Authority  
Approval

Prior to commencement of any works, the Owner agrees to prepare and carry out or cause to be carried out a detailed site plan acceptable to the conservation authority having jurisdiction in the area and the Ministry of Natural Resources for all natural water courses contained within the plan. This site plan shall show the location of all buildings and structures, existing and final grades, site drainage, vegetation and landscaping, and necessary erosion control measures. The City shall not be obligated to issue any building permits until provided with confirmation from the conservation authority and the Ministry that this requirement has been complied with.

FINANCIAL

34.

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 August 1979

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 computed for payment and paid in full prior to the release for registration of the plan by the City.

35.

Insur-  
ance

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:

35.1 be issued in the joint names of the Owner and the City and the Region (or include as additional insureds the City and the Region);

35.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00) exclusive of interest and costs;

35.3 be effective for the period of this agreement, including the period of guaranteed maintenance;

35.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";

35.5 contain no exclusions for damage or loss from blasting or from any other work that may be

associated with the development and construction of a subdivision; and

35.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days written notice being given to the City.

The Owner shall deposit with the City, prior to registering the plan, a certified copy of the insurance policy or a certificate of insurance in a form acceptable to the City.

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 the insurance is in full force and effect

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 lands within the plans cease until the policy is renewed.

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.



36.  
Bonding

36.1 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 (100%) of the cost of all the works required by this agreement as estimated by the Municipal Engineer;

36.2 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 Municipal Engineer 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).

36.3 Upon the failure by the Owner to complete a specified part of the work requested by the Municipal Engineer 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 Municipal Engineer may deem necessary.

36.4 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.

36.5 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 works completed to the satisfaction of the Municipal Engineer 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 underground services shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Municipal Engineer. 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 Municipal Engineer 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.

36.6 36.6.1 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.

36.6.2 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.

36.6.3 The City will release the maintenance bond for the underground works upon final approval of the underground works at the expiration of 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.

36.7 Notwithstanding anything herein contain, 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 Municipal Engineer 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 Municipal Engineer.

37. 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

Bench  
Marks

aboveground works, the Owner's Surveyor shall establish one permanent second order bench mark for the first twenty-five (25) acres or less plus one bench mark for every additional twenty-five (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.

38.

Final  
Accept-  
ance of  
Works

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:

- 38.1 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;
- 38.2 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 (1) month prior to the application by the Owner for final acceptance of the works;
- 38.3 further that he has placed all bench marks as required under Clause 37 and that he has provided the City Engineer with the description of

location and elevation of these bench marks.

38.4 one complete set of inked "as constructed" linens or cronoflex reproductions of all works including lot grading.

Until the final acceptance of all of the works required by this agreement, by resolution of the City Council, the Owner shall indemnify the City and the Region against all actions, causes of actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Owner undertaking the plan.

39.

Admini-  
stration  
Fees

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 one-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 Municipal Engineer 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.

GENERAL

40. At no cost to the City or the Region, the Owner shall grant unto the City and the Region, free of encumbrances, 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 the Region shall be lodged with the City before the registration of the plan or any part thereof.
41. 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.
42. 42.1 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.

42.2 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.

43.  
Land Use  
& Signs

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 Commissioner of Buildings and By-law Enforcement.

44.  
Exemption  
from  
Part Lot  
Control

The City agrees that after the restricted area by-law to provide the zoning for the lands within the plan has been given final approval by the Ontario Municipal Board and after the plan of subdivision has been registered, the City will, at the request of the Owner, pass by-laws to exempt from part lot control, all lands within the plan designated for industrial purposes and requiring exemption from part lot control.

45.  
The  
Mechanics'  
Lien Act

The Owner shall comply with all of the provisions of The Mechanics' Lien Act, R.S.O. 1970, chapter 267, as amended, from time to time (herein called the "Act") and shall hold in his possession and in a separate account, the statutory holdback and any additional amounts required by reason of notice of Mechanics' Lien rights. These funds shall not be dispersed except in compliance with the Act. The Owner shall be liable to the City and the Region for any loss or damages suffered by the City and the Region by reason of any

failure, neglect or refusal by the Owner to comply with the Act. The Owner shall indemnify and hold harmless the City and the Region from all actions, causes of actions, suits, claims, demands and costs whatsoever which may arise directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act.

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 Clause 36 of this agreement to reimburse the City and the Region for any amounts which the City and the Region may have been required to pay by reason of the Owner's failure to comply with this clause. The City shall not reduce the cash deposit, letter of credit or other negotiable security in accordance with clause 36 of this agreement until the City is satisfied that all of the provisions of the Act have been complied with.

46. 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.

47. 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.



48. Discretion of the Municipal Engineer  
Wherever decisions are made within the meaning of this agreement by the Municipal Engineer, the discretion of the said Municipal Engineer shall be exercised according to reasonable engineering standards.

49. Approvals  
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 the Region, it is hereby understood and agreed that such approvals will not be unreasonably or arbitrarily withheld.

All approvals required to be given by City officials pursuant to this agreement, shall be given by that City Commissioner or other City official having jurisdiction or control over the particular matter or land for or in respect of which the approval is required.

50. Titles of Officials  
Wherever, in this agreement, the title City Engineer is used, this title shall mean the Commissioner of Public Works for the City of Brampton.

51. Mortgagees  
The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event 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.

52. Successors and Assigns  
The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or the Region of Peel.

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

BRAMACRES DEVELOPMENTS LIMITED

[Signature] vice-President  
TITLE  
TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]  
JAMES E. ARCHDEKIN MAYOR  
[Signature]  
RALPH A. EVERETT CLERK

AUTHORIZATION BY-LAW.  
NUMBER 290-79  
PASSED BY CITY  
COUNCIL ON THE 10<sup>th</sup>  
DAY OF OCTOBER 19 79.

THE REGIONAL MUNICIPALITY OF PEEL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~CANADIAN IMPERIAL BANK OF COMMERCE~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~  
TITLE  
TITLE

THE TORONTO DOMINION BANK

[Signature]  
Assistant General Manager  
TITLE

\_\_\_\_\_  
TITLE

I7883

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 Chinguacousy in the County of Peel) in the Province of Ontario, containing by admeasurement 72.36 acres, more or less, being composed of Part of the East Half of Lot 8, in Concession 2, West of Hurontario Street, the boundaries of which said parcel may more particularly be described as follows:

PREMISING that the northeasterly limit of the said East Half of the said Lot 8 has a governing bearing of North  $44^{\circ}34'00''$  West and relating all bearings quoted herein thereto;

COMMENCING at a standard iron bar found planted marking the most northerly angle of the said Half Lot;

THENCE South  $38^{\circ}57'10''$  West along the existing northwesterly limit of the said Half Lot a distance of 531.76 feet to an iron bar planted at an angle therein;

THENCE South  $39^{\circ}22'20''$  West continuing along the last said existing limit 1,694.08 feet, more or less, to a standard iron bar planted marking the existing most westerly angle of the said Half Lot;

THENCE South  $44^{\circ}04'00''$  East along the existing southwesterly limit of the said Half Lot 711.20 feet, more or less, to a standard iron bar found planted at the intersections thereof with the northerly limit of the Canadian National Railways right-of-way as widened by Instrument Number 43115 (Brampton) registered in the Registry Office for the Registry Division of Peel (No. 43);

THENCE North  $74^{\circ}27'10''$  East along the said widened limit 1,082.24 feet, more or less, to a standard iron bar found planted at an angle therein;

THENCE North  $69^{\circ}41'10''$  East continuing along the said widened limit 301.16 feet, more or less, to a standard iron bar found planted at an angle therein;

THENCE North  $74^{\circ}27'10''$  East continuing along the said widened limit 902.42 feet, to a standard iron bar planted in the southeasterly limit of the said Half Lot;

THENCE North  $38^{\circ}47'30''$  East along the last said limit 200.24 feet, more or less, to a standard iron bar found planted distant 10.07 feet measured southwesterly thereon from the more easterly angle of the said Half Lot;

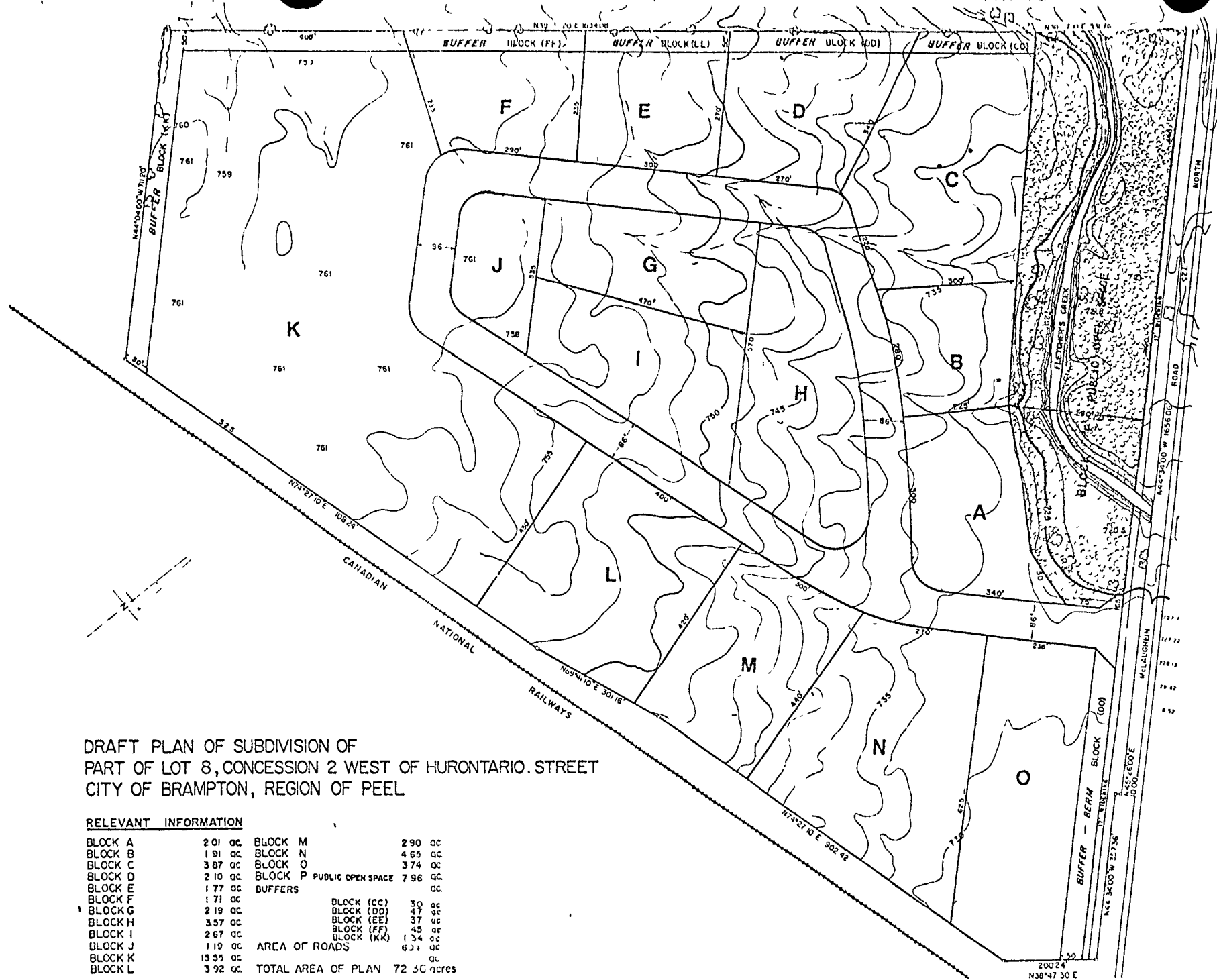
THENCE North  $44^{\circ}34'00''$  West parallel to the said northeasterly limit of the said Half Lot 357.36 feet, more or less, to a standard iron bar found planted;

THENCE North  $45^{\circ}26'00''$  East at right angles to the last said limit 10.0 feet, more or less, to an iron bar found planted in the said northeasterly limit of the said Half Lot;

THENCE North  $44^{\circ}34'00''$  West along the last said limit 1,656.06 feet, more or less, to the point of commencement.

SUBJECT TO at all times a right-of-way 11.50 feet in perpendicular width as described in Easement Number 23585 registered in the said Registry Office in favour of the Hydro Electric Power Commission of Ontario.

PART OF LOT 9, CONCESSION 2 W.H.S



DRAFT PLAN OF SUBDIVISION OF  
PART OF LOT 8, CONCESSION 2 WEST OF HURONTARIO STREET  
CITY OF BRAMPTON, REGION OF PEEL

RELEVANT INFORMATION

BLOCK A	2 01 ac	BLOCK M	2 90 ac
BLOCK B	1 91 ac	BLOCK N	4 65 ac
BLOCK C	3 87 ac	BLOCK O	3 74 ac
BLOCK D	2 10 ac	BLOCK P PUBLIC OPEN SPACE	7 96 ac
BLOCK E	1 77 ac	BUFFERS	ac
BLOCK F	1 71 ac		
BLOCK G	2 19 ac	BLOCK (CC)	3 0 ac
BLOCK H	3 57 ac	BLOCK (DD)	4 7 ac
BLOCK I	2 67 ac	BLOCK (EE)	3 7 ac
BLOCK J	1 19 ac	BLOCK (FF)	4 5 ac
BLOCK K	15 55 ac	BLOCK (KK)	1 34 ac
BLOCK L	3 92 ac	AREA OF ROADS	6 71 ac
		TOTAL AREA OF PLAN	72 56 acres

SCHEDULE C

LANDS TO BE CONVEYED

TO THE CITY OF BRAMPTON

1. Lands for Public Open Space - Block P, shown on the plan
2. Lands for Road Widening - 8.44 metres (27.7 foot) widening along McLaughlin Road as shown on the plan
3. 0.3 metre (1 foot) reserve - along the easterly limit of Block O and hypotenuse of the visibility triangle as shown on the plan as red-lined

SPECIAL CLAUSES

1. All things required by Schedule D of this Works agreement to be completed, installed, constructed or provided, shall be deemed to be works within the meaning of this agreement and shall be undertaken and completed to the satisfaction of the City and the Region as the case may be in accordance with detailed plans and specifications approved by the City and the Region as the case may be and unless otherwise provided, shall be at the expense of the Owner.

2. The Owner shall provide and maintain a 15.24 metre Buffer Area (50 foot) buffer area consisting of fencing, contouring and dense landscaping adjacent to the rear limits of Blocks C, D, E, F and K, and along the easterly limit of Block O. The location and design of this buffer area shall be shown on the landscape plan required to be approved pursuant to this agreement. The Owner acknowledges that the zoning by-law for the lands will contain restrictions with respect to the use of this landscaped buffer area.

The Owner shall attach a copy of this clause to each agreement of purchase and sale for the lots affected by this clause.

3. Prior to the release of the plan for registration, Canadian National Railways the Owner shall submit to and obtain the approval of Canadian National Railways of a drainage plan for the drainage of all lots abutting on the lands of Canadian National Railways. The Owner shall, prior to the registration of the plan, provide to Canadian National Railways, a print of the final plan of subdivision.

4. Credit Valley Conservation Authority and the Ministry of Natural Resources

4.1 The Owner shall, prior to the registration of the final plan, prepare and have approved by the City and the Credit Valley Conservation Authority, the following plans:

- 4.1.1 erosion and siltation plan for Block P shown on the plan;
- 4.1.2 a plan outlining the means whereby the storm water shall be conducted to an outlet in a location considered to be satisfactory by the Credit Valley Conservation Authority and the City. In this regard, the appropriate permits will be required from the Credit Valley Conservation Authority with respect to any works below the approved top-of-bank pursuant to the Fill, Construction and Alteration to Waterways Regulations (Ontario Regulation 211/73 as amended).

4.2 The Owner shall, prior to the registration of the final plan, prepare and have approved by the Credit Valley Conservation Authority, the Ministry of Natural Resources and the City, grading plans for Blocks A, B and C which shall indicate, among other things, that surface runoff should not be concentrated and directed over the top-of-bank.

4.3 The Owner shall carry out or cause to be carried out all of the work shown on or recommended by the plans as approved referred to in paragraphs 4.1 and 4.2 of this clause.

4.4 The Owner shall erect a snow fence within Blocks A, B and C fifteen (15) feet from the approved top-of-bank so as to prevent the unauthorized depositing of fill or destruction of vegetation within this fifteen (15) foot area. This snow fence shall be erected prior to any grading or construction and shall remain in place and in good repair

throughout the construction and grading phases.

4.5 Construct all buildings and structures with a minimum setback distance of twenty-five (25) feet from the top-of-bank.

4.6 Ensure that no fill or construction materials shall be placed or stockpiled adjacent to or within Block P or at the top-of-bank of Blocks A, B and C.

4.7 Construct the storm sewer outlet and sanitary sewer connection in a location considered satisfactory to the Credit Valley Conservation Authority. The Owner shall obtain the appropriate permits for such outlet and connections from the Credit Valley Conservation Authority pursuant to the Fill, Construction and Alteration to Waterways Regulations (Ontario Regulation 211/73 as amended).

4.8 Maintain the channel of Fletcher's Creek in its existing state except for those areas which require minor erosion revetment works. The areas requiring revetment works shall require the approval of the Credit Valley Conservation Authority and the City prior to the registration of the plan.

5.

Sanitary  
sewers

The Owner shall, prior to the registration of the final plan, enter into an agreement with the Region satisfactory to the Region with respect to providing temporary sanitary sewage pumping facilities to service the proposed plan, the contribution by the Owner to the cost of the long-term development of the Fletcher's Creek sewer system and the design of the temporary pumping facility to accommodate the development of additional lands south of Highway No. 7 and west of Highway No. 10.



DATED: \_\_\_\_\_

BRAMACRES DEVELOPMENTS LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

AND

~~CANADIAN-IMPERIAL-BANK-OF-~~  
~~COMMERCE~~ and THE TORONTO  
DOMINION BANK

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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

PASSED October 10th, 1979

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# BY-LAW

No. 290-79

To authorize the execution of an Agreement  
between Bramacres Developments Limited,  
The Corporation of the City of Brampton,  
The Regional Municipality of Peel,  
Canadian Imperial Bank of Commerce and  
The Toronto Dominion Bank.