



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 190-80

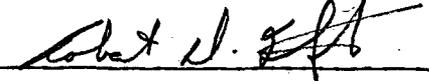
To authorize the execution of an agreement between Bramalea Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.

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

1. The Mayor and the Clerk are hereby authorized to execute a subdivision agreement dated July 7, 1980 between Bramalea Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 7th day of July, 1980.


James E. ARCHDEKIN, Mayor


Robert D. TUFTS, Acting City Clerk

MEMORANDUM OF AGREEMENT made in duplicate
this 7th day of July, 1980.

B E T W E E N :

BRAMALEA 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

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
there are no 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');

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.

Commis-
sioner
of
Public
Works

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 Commissioner of Public Works 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 Commissioner of Public Works 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.

Consult-
ing
Engineer

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:

- 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 Commissioner of Public Works. The Commissioner of Public Works 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 Commissioner of Public Works and Mylar duplicates with the Regional Commissioner of Public Works;

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 Commissioner of Public Works;

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.

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,

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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.

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 lands within the plan and adjacent road allowances according to designs approved by the City Commissioner of Public Works and in accordance with the specifications of the City in effect on the day of approval by the City Commissioner of Public Works. 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 Commissioner of Public Works and shall be constructed according to designs approved by the City Commissioner of Public Works and shall be of sufficient size, depth and location to service the lands within the plan and the lands outside the plan which, in the opinion of the City Commissioner of Public Works, 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
ers

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 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.

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
Commissioner of Public Works. All roads shall conform
to grades as approved by the Commissioner of Public

Works. The Owner shall grade and sod the boulevard portion of all road allowances in accordance with the City's specifications for grading and sodding.

Private
Roads

7.2 The Owner agrees that on any multi-family blocks, 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 Commissioner of Public Works 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.
Pedes-
trian
Ways

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 &
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 Commissioner of Public Works, which signs shall be in conformity with the specifications of the City or the 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 homes 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 Commissioner of Public Works 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 Commissioner of Public Works. 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 model homes at the discretion of the Commissioner of Buildings and By-law Enforcement and the City Commissioner of Public Works. Each building permit application shall be accompanied by the certificate referred to in paragraph 3.7 of this agreement.

13.

Maintain
Gravel
Base

Prior to the application of the base course asphalt, the Owner shall maintain the gravel base in a safe and usable condition for vehicular traffic to the satisfaction of the City Engineer and shall apply a binder from time to time as may be required by the City Commissioner of Public Works 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 Commissioner of Public Works 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 Commissioner of Public Works. In the event such notice is not complied with within the said twenty-four (24) hour period, the City Commissioner of Public Works 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.

14.

Commence-
ment of
Construc-
tion

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 Commissioner of Public Works 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.

Mainten-
ance 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 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 the Region and that the Owner be released from its obligations under this agreement.

16.

Owner in
Default

If, in the opinion of the 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 Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then, in that case, the Commissioner of Public Works 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 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 (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City or the 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 Commissioner of Public Works, the Commissioner of Parks and Recreation and/or 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 Commissioner of Public Works;
- 17.3 the lands designated for drainage works, and shall obtain approval of such elevations from the City Commissioner of Public Works, and
- 17.4 the landscape grading plans of parklands, boulevards, and buffer areas.

18.

Lot and
Block
Grading &
Drainage

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 (3) 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 Commissioner of Public Works 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 Commissioner of Public Works, 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 (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 Commissioner of Public Works.

19.

Undeveloped
Blocks and
Lots

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 Commissioner of Public Works. Prior to final acceptance of the works by the City, the Owner shall carry out continuous maintenance to the satisfaction of the City Commissioner of Public Works 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 Commissioner of Public Works.

20.

Occupancy
Permits

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 Commissioner of Public Works and the necessary occupancy permit as required by the City Building by-law has been issued by the Commissioner of Buildings and By-law Enforcement. 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. The City Commissioner of Public Works may require construction of sidewalks and walkways prior to the time specified above where the said sidewalks and walkways are required to provide safe passage to and from schools and other facilities.

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.

Expeditious
Completion

It is the intention of this agreement that all works be performed expeditiously and continuously; that all underground services be installed within one (1) year of the registration of the plan and that all aboveground services be installed within two (2) years of the date of registration of the plan, unless such time is extended by the Commissioner of Public Works. Provided, that, if in the opinion of the Commissioner of Public Works, the construction and installation of some of the works should be delayed, the Commissioner of Public Works may, by written notice, direct that such work be delayed until the date specified in the notice.

24.

Top Soil
Completion

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 (60) days to remove the top soil or, after the expiry of the sixty (60) days, the Owner shall be free to dispose of the top soil in its sole discretion.

25.

Lot
Sodding &
Tree
Planting

The Owner shall apply a minimum of four (4) inches of good quality top soil overall and shall fully sod each lot with acceptable nursery sod in conformity with the overall drainage plan and shall provide and plant a minimum of one (1) deciduous tree (minimum two and one-half ((2-1/2)) inch caliper) on the boulevard in front of each lot or semi-detached or townhouse unit and on the boulevard flanking each corner lot or corner unit, and at forty (40) foot intervals in front of all other blocks and plant other trees as required in accordance with the landscaping specifications of the City of Brampton and as shown on the 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 (1) year period from the date of planting and shall replace all trees failing to establish a healthy growth within that one (1) year period.

26.

Parkland
Specifi-
cations

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 Commissioner of Parks and Recreation and/or the Commissioner of Planning and Development and the City Commissioner of Public Works.

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 and/or the Commissioner of Planning and Development, the City Commissioner of Public Works and the Conservation Authority where applicable.

27.

Fencing

The Owner shall:

27.1 construct and fence in accordance with City specifications all public walkways on the plan prior to the sale of the abutting residential lots;

27.2 erect all fencing required by the City's residential fencing policy in the location and to the specifications set out in this policy; and

27.3 erect all other fencing required by this agreement,

and all fencing required by this clause shall be shown on the landscape plan or plans required to be approved by this agreement.

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 Commissioner of Public Works and the Commissioner of Parks and Recreation, and to be completed in accordance with the City specifications.

29.
Tree
Protec-
tion

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:

- 30.1 one member to be appointed by the Owner;
- 30.2 one member to be appointed by the City Council;
- 30.3 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
& Conserva-
tion Auth-
ority
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.

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 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.

36.

City
Levies

The Owner covenants and agrees to pay to the City, the levies set forth in Schedule E attached hereto in the manner and at the times set forth in Schedule E.

The City levies required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the levies of the City take effect with respect to the development covered by this agreement earlier than two (2) full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

The Owner agrees that after the aforesaid two (2) year period, any resolution of the City Council altering the aforesaid levy shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

Regional
Levies

37.1 The Owner covenants and agrees to pay to the Region, the levies set forth in Schedule F attached hereto, in the manner and at the times set forth in Schedule F and the Owner further agrees that the policies set forth in Schedule F shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

37.1 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel lot levy policy provided that no such change shall take effect earlier than two (2) full years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

38.
Insurance

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:

38.1 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);

38.2 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;

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

- 38.4 contain a clause indicating that the insurance coverage applies to hazard or damage from 'completed operations';
- 38.5 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
- 38.6 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.

39.
Bonding

39.1 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 Commissioner of Public Works.

39.2 In lieu of the securities mentioned under paragraph 39.1 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 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).

39.3 Upon the failure by the Owner to complete a specified part of the work requested by the 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 paragraphs 39.1 and 39.2 above to pay the cost of any part of the works the Commissioner of Public Works may deem necessary.

39.4 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.

39.5 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 paragraph 39.1 hereof by an amount equal to ninety per cent (90%) of the value of the works completed to the satisfaction of the 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 underground services shall be retained by the City until expiration of the maintenance period for the underground works and acceptance by the Commissioner of Public Works. 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 Commissioner of Public Works 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 (30) 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 aboveground work shall be retained by the City until final acceptance of the subdivision works by the City Council.

39.6

39.6.1 Where a performance bond plus five per cent (5%) cash deposit has been received as per paragraph 39.2 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; and
- (iii) a performance bond for the aboveground works.

39.6.2 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.

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

39.7 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 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 Commissioner of Public Works.

40.

Bench
Marks

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 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.

Final
Acceptance 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:

- 41.1 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 works and that there are no outstanding claims relating to the works;
- 41.2 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;
- 41.3 further that he has placed all bench marks as required under clause 40 and that he has provided the City Commissioner of Public Works with the description of location and elevation of these bench marks.
- 41.4 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.

42.

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 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.

GENERAL

43.

Convey-
ances

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 0.3 metre (1 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.

44.

Certi-
ficate

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.

45.

Copies
of Plans

45.1 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.

45.2

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.

46.

Land Use
and 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.

47.

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 semi-detached or street townhouse purposes and requiring exemption from part lot control. The parties hereto agree that the City shall arrange for registration of all part lot control by-laws after any necessary approvals have been obtained and the Owner agrees to reimburse the City for all costs of registration.

48.

Governmental Agencies, etc.

- Information

The Owner shall provide at its own expense in all sales offices used for the sale of lots or dwelling units within the plan and in all model homes constructed within the plan, a conspicuous display area including a bulletin board to be used for the purpose of permitting all governmental agencies, including local boards, commissions, and utilities, to display at no cost, any information considered relevant and of interest to potential purchasers of lots or dwelling units within the plan. This provision shall apply to all persons selling either lots or dwelling units within the plan and the Owner shall bring this clause to their attention

X
Copy
Model

by means of attaching a copy of it to all agreements of purchase and sale of all lots in the subdivision sold to such persons.

49.

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 either 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 39 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 39 of this agreement until the City is satisfied that all of the provisions of the Act have been complied with.

50. 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.

51. 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.

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

53. 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 the 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.

54.

Cost of
Regis-
tration

The Owner consents to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City, the cost of this registration and the cost of the registration of all conveyances of land, grants of easement or other documents required by this agreement on the title to the whole or any part of the lands shown on the plan. Prior to the registration of the plan, the Owner shall deposit with the City a sum of money as estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

55.

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.

BRAMALEA LIMITED

[Handwritten signature]

[Handwritten signature]

Vice-President TITLE

Vice-President TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW	
NUMBER	190-80
PASSED BY CITY	
COUNCIL ON THE	7 th
DAY OF	JULY 1980

James E. Archdekin

JAMES E. ARCHDEKIN

MAYOR

[Signature]

~~XXXXXXXXXXXX~~

ACTING CITY CLERK

THE REGIONAL MUNICIPALITY OF PEEL

SCHEDULE A

The land situated in the City of Brampton in
The Regional Municipality of Peel, and being the
whole of Lots

and the whole of Blocks

all according to a plan of subdivision registered in
the Land Registry Office for the Land Titles Division
of Peel (No. 43) as Number M-

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY

1. Walkways - Blocks 75 and 76 as shown on the plan.
2. 0.3 Metre Reserve - Along the entire North Park Drive frontage of the plan except across proposed roadways and Block 75.

LANDS TO BE CONVEYED TO THE REGION

1. 0.3 Metre Reserve - Along the entire frontage of Dixie Road and the hypotenuse of the visibility triangle at North Park Drive as shown on the plan.

SCHEDULE D

SPECIAL CLAUSES

1. Works All things required by Schedule D of this 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:
 - (a) not place fill, grade or construct any building or structure on the abutting valleylands (Block C, Plan M-76) without the prior written approval of the Metropolitan Toronto and Region Conservation Authority and the City.

 - (b) prior to the initiation of any grading or construction on the site, erect a snow fence or other suitable barrier along the rear or side lot boundaries of Lots 28, 29, 30, 40, 41 and 46 to 57, both inclusive, and Block 76 where they abut Block C, Plan M-76. This barrier shall remain in place until all grading and construction on the site are completed.

 - (c) prior to the issuance of building permits by the City, submit site and grading plans to the Metropolitan Toronto and Region Conservation Authority and the City for their review and approval for Lots 28, 29, 30, 40, 41 and 46 to 57, both inclusive.

3.

Noise
Study

The Owner shall prepare or cause to be prepared and submitted to the City and the Ministry of the Environment a noise impact study for the lands and the Owner shall, at its own expense, implement all of the recommendations in the study as approved by the City or the Ministry of the Environment and such other measures as the City or the Ministry of the Environment consider appropriate to reduce any adverse noise impact. These measures may include berming, fencing, dense screen planting and other landscaping or a combination thereof and shall be shown on the landscape plan required to be approved pursuant to this agreement. All noise attenuation measures required by this paragraph shall be approved by the City and the Ministry of the Environment prior to registration of the plan, and all of these measures shall be completed prior to an occupancy permit being issued for any dwelling units within the plan.

4.

(a) In the event that a slight noise level excess will remain despite the inclusion of the noise control features referred to in the foregoing paragraph, the Owner shall include the following clause in all agreements of purchase and sale for those lots within the plan identified by the noise report as being affected by noise levels greater than the guideline level:

"The purchaser is hereby advised that despite the inclusion of noise control features within this planned area and within the individual building units, noise levels may still cause annoyance, occasionally interfering with some activities of the dwelling occupants. I, the purchaser, hereby agree to place this clause in all subsequent offers of sale and purchase when I sell the unit."

(b) In the event that a noise attenuation barrier is constructed on Lots 1 to 8, both inclusive, the Owner shall include a covenant satisfactory to the City in the conveyances for Lots 1 to 8, both inclusive, requiring the noise attenuation barrier as installed to be retained and maintained, repaired or replaced by the Owner. Any maintenance, repair or replacement shall be done with the same material and colour of material and to the same standards and having the same appearance as the barrier on the abutting properties.

5. The Owner shall support an amendment to the Restricted Area By-law restricted area by-law to permit the development of seventy-four (74) single family lots as proposed.

6. The subdivision agreement with respect to the development of Registered Plan M-76 dated the 24th day of December, 1973 between Developmental Investments Limited and The Corporation of the Township of Chinguacousy as amended by a further agreement between the same parties dated the 29th day of December, 1973 as further amended by a subsequent agreement between Developmental Investments Limited, the City and the Region dated the 25th day of March, 1975 shall remain in full force and effect except insofar as they are specifically amended by this agreement or where they are inconsistent with this agreement.

7. The Owner shall include a maintenance easement of up to four (4) feet in the conveyance of all lots on which the dwelling situate thereon has been erected with a side yard of less than four (4) feet. It is intended that the width of the side yard together with the width of the maintenance easement shall be at least four (4) feet.

8. The Owner shall provide fencing and landscaping Fencing & Land- scaping satisfactory to the City along Dixie Road and North Park Drive where a sound attenuation barrier or wall with supplemental landscaping is not required. This work shall be shown on the landscape plan required to be approved pursuant to this agreement.

9. The Owner shall provide a walkway across Blocks Walkways 75 and 76 to connect to the adjacent sidewalk, valley walkway or street pavement as the case may be.

SCHEDULE E

CITY LEVIES

The Owner covenants and agrees to pay to the City the City levies referred to in the original subdivision agreement as amended with respect to Registered Plan M-76 which agreements are described in paragraph 7 of Schedule D of this agreement, in the manner and at the times set forth in the said agreement.

SCHEDULE 'F'

PEEL LOT LEVIES

1. Peel lot levies are as follows:

	<u>Base Contribution</u> <u>January 1, 1974</u>
a) apartments less than 750 feet	\$ 600.00 per unit
b) apartments and townhouses having 750 to 1,050 square feet	\$ 900.00 per unit
c) single family, semi-detached and all other apartments and town- houses and other forms of low-rise multiple residential units	\$ 1,300.00 per unit

2. Peel lot levies shall be adjusted twice yearly as of February 1st and August 1st of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series); such adjustment to be based on the Index last available prior to February 1st and August 1st, respectively, of each year. (The Southam Construction Index, Ontario Series (Composite Section) Base at January 1st, 1974 is taken as 137.9.)

Such levies shall be calculated and payable at the time of building permit issue on each dwelling unit and the Area Municipality is authorized to collect these levies on behalf of the Region.

3. Regional lot levies are subject to a ten per cent (10%) reduction for watermains.

DATED: _____

BRAMALEA LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

A G R E E M E N T

CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO
L6V 1A4

PASSED July 7, 19 80



BY-LAW

No. 190-80

To authorize the execution of an agreement between Bramalea Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.

Corporation of the City of Brampton
