



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 227-82
~~To authorize the execution of an~~
agreement between Victoria Wood
Development Corporation Inc.,
The Regional Municipality of
Peel and The Corporation of the
City of Brampton

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1982 10 13 between Victoria Wood Development Corporation Inc., The Regional Municipality of Peel and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 13th day of October , 1982.


ROBERT CALLAHAN ACTING MAYOR


RALPH A. EVERETT CLERK

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this
13th day of *October*, 1982.

B E T W E E N :

VICTORIA WOOD DEVELOPMENT CORPORATION INC.

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 more particularly described in Schedule A annexed hereto (herein called the "lands"), and further warrants that there are no Mortgagees of the lands;

AND WHEREAS the Owner wishes to develop the lands and the City is of the opinion that this development would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

JANUARY/82

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner covenants, promises and agrees with the City as follows:

1.

Works

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 all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2.

Approved
Site
Plan

2.1 The Owner covenants and agrees that that part of the lands designated as Parts 1 to 7, both inclusive, on Plan 43R-10292, a copy of which is attached hereto as Schedule B-1 shall be developed for six single family dwelling units (Parts 1 to 6, both inclusive) and a walkway (Part 7).

2.2 The City agrees to purchase from the Owner and the Owner agrees to sell to the City in fee simple free of all encumbrances that part of the lands designated as Parts 8 and 9 on Plan 43R-10292 for the price of Three Hundred and Forty Thousand Dollars (\$340,000.00) to be paid to the Owner within fifteen (15) days of By-law 169-82 coming into force.

2.3 This agreement shall be conditional upon this rezoning by-law 169-82 coming into force, failing which this agreement shall be null and void and not binding upon the Owner and the City.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3. For the purpose of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

4.1 During construction, the Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and mud. The Commissioner of Public Works may give the Owner twenty-four (24) hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Commissioner may cause such work to be done either by the Municipality's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the Commissioner.

4.2 The Owner shall take all precautions necessary to protect the public against injury on the lands shown on Schedule B-1 except on those lands to be sold to the City in accordance with paragraph 2.2 after closing of the sale with the City and where necessary keep out danger signals at night and at such other times and places as public safety may be required.

5. The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the lands by the Owner, its agents, servants, employees, subcontractors or material suppliers.

All matters incidental to this provision of all the works and other matters referred to in this agreement and shown on the approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

6.
Storm
Drainage

6.1 The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the lands, including the roof water from the buildings, will be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

7.
Approved
Plans

7.1 The Owner shall, at its own expense:

carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on detailed plans and specifications for these works which have been or shall be approved by the Commissioner of Public Works, the Commissioner of Buildings and By-law Enforcement, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

7.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner

of Public Works, the Commissioner of Buildings and By-law Enforcement and the Commissioner of Planning and Development as the case may be.

7.3 in the event any of the plans referred to in Schedule B attached hereto are not approved prior to the execution of this agreement, any such plan, when approved, shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

8. Additional Works If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

9. Existing Trees All existing trees to be retained as shown on the approved landscape plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape plan, shall be removed without the prior written approval of the Commissioner of Planning and Development.

10. Occupancy The Owner covenants that it will not permit the occupation of any building or parts thereof hereafter erected on the lands:

10.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing and driveways have been properly installed and approved, and

10.2 except in accordance with the provisions of the Building Code Act, R.S.O. 1980, chapter 51, as amended, and all regulations made pursuant thereto.

11.
Landscaping
and Fencing

11.1 All landscaping shown on the approved landscape plan shall be completed within twelve (12) months following the issue of the first building permit for a building shown on the lands except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

11.2 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved grading and drainage plan referred to in Schedule B attached hereto. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

12.
Regional
Services

The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services and other matters under the jurisdiction of the Region

which are required to be provided by this agreement, shall be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

13.
Hydro
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

FINANCIAL

14.
Taxes

The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before a building permit is issued.

15.
Security

15.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraph 15.1.1 and 15.1.2, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development:

15.1.1 all the works required by this agreement to be constructed on public lands including landscaping
Security Required: \$ 31,200.00

15.1.2 all walkway construction and fencing shown on the approved grading and drainage plan.
Security Required: \$ 5,500.00

15.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when 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 security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

15.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default
& Entry
on the
Lands

15.4 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 its opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

15.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

16. Insurance

The Owner shall obtain from an insurance company acceptable to the City, insurance coverage in respect of liability for property damage and personal injury. Such policy or policies shall:

- 16.1 be issued in the joint names of the Owner and the City (or include as an additional insured, the City);
- 16.2 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;
- 16.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 16.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- 16.5 contain no exclusions for damage or loss from blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and
- 16.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

If required by the City, the Owner shall prove to the satisfaction of the City that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.

The Owner shall file a renewal certificate with the City not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the City shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the land within the plans cease until the policy is renewed.

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.

GENERAL

17. 17.1 The Owner shall, prior to the issuance of any Conveyances building permits and at its own expense, including all surveying and registration expenses, including all surveying and registration expenses, convey to the City and/or the Region free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.

Solicitor's 17.2 The Owner shall provide the City with a Certificate Solicitor's Certificate prior to the issuance of any building permits certifying that the lands to be or already conveyed to the City pursuant to this agreement

are free from all encumbrances and that the City and/or the Region as the case may be is the registered owner thereof.

18.
Indemni-
fication

The Owner shall indemnify the City and the Region against all actions, suits, claims, demands and costs whatsoever arising by reason of the Owner, his agents or employees doing, failing to do, or doing incorrectly or negligently anything he is required to do by the terms of this agreement.

19.
The
Mechanics'
Lien Act

19.1 The Owner shall comply with all of the provisions of the Mechanics' Lien Act, R.S.O. 1980, chapter 261, as amended, from time to time (herein called the "Act"), and without limiting the generality of the foregoing, shall hold in its possession the statutory holdback and any additional amounts required to be held by reason of any notice received pursuant to the Act. These funds shall not be disbursed except in accordance with the Act.

19.2 The Owner shall, within ten (10) days of receiving written notice from the City to do so, discharge and vacate all claims for lien and certificates of action registered or filed pursuant to the Act which affect any lands owned by the City, including public highways, and which arise out of the performance of this agreement by the Owner.

19.3 The Owner shall indemnify and hold harmless the City and the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the City and/or the Region pursuant to the Act arising out of the performance of this agreement by the Owner.

19.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 15 of this agreement:

19.4.1 to discharge and vacate all claims for lien and certificate of action registered or filed pursuant to the Act which affect any lands owned by the City including public highways, in the event the Owner defaults on the performance of paragraph 23.2 of this agreement; and

19.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 19.3 of this agreement.

19.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 15 of this agreement until the City is satisfied that all of the provisions of paragraphs 19.1, 19.2 and 19.3, together with all other applicable provisions of this agreement, have been complied with.

20.
By-laws

Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City presently in force.

21.
Lands
Affected

The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.

22.

Agreement
Binding

The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.

23.

Cost of
Registra-
tion

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

24.

Successors
& Assigns

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

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

VICTORIA WOOD DEVELOPMENT CORPORATION INC.

Richard J. ...

TITLE

Ronald ...

V.P.

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

Robert V. ...

ACTING MAYOR

Ralph A. Everett

RALPH A. EVERETT

CITY CLERK

THE REGIONAL MUNICIPALITY OF PEEL

FRANK BEAN

REGIONAL CHAIRMAN

LARRY E. BUTTON

REGIONAL CLERK

AUTHORIZATION BY-LAW.	
NUMBER	<u>227-82</u>
PASSED BY CITY	
COUNCIL ON THE	<u>13th</u>
DAY OF	<u>OCTOBER</u>
	<u>19 82</u>

LEGAL DESCRIPTION OF THE LANDS

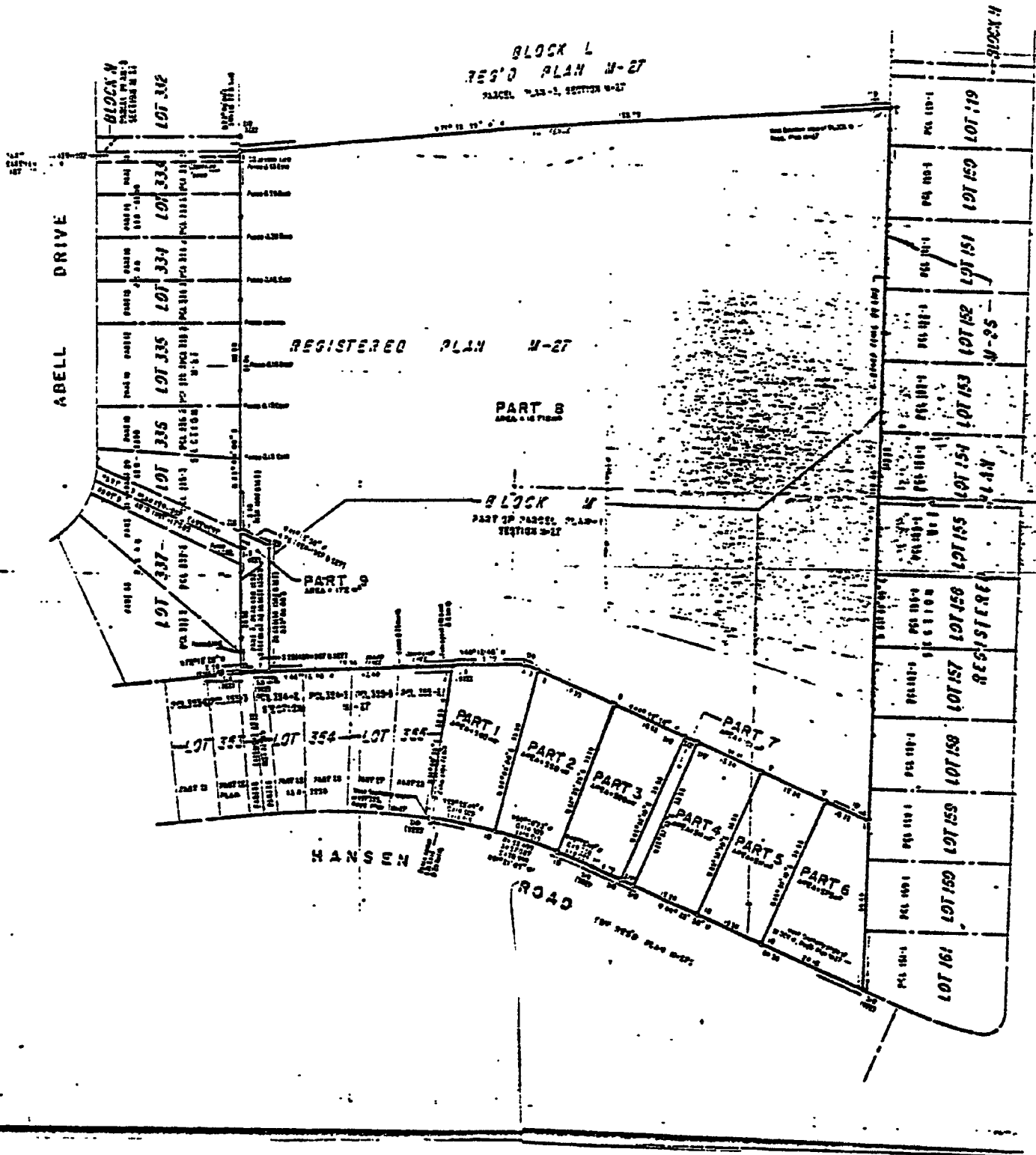
The land situated in the City of Brampton, in the Regional Municipality of Peel, being the whole of Block M, according to a plan of subdivision registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as number M-27.

SCHEDULE OF APPROVED PLANS

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	NOT REQUIRED				
ELEVATION CROSS-SECTION DRAWINGS	NOT REQUIRED				
LANDSCAPE PLAN	TO BE APPROVED PRIOR TO ISSUANCE OF BUILDING PERMITS.				
GRADING AND DRAINAGE PLAN	TO BE APPROVED PRIOR TO ISSUANCE OF BUILDING PERMITS.				
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	NOT REQUIRED				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	NOT REQUIRED				

METRIC

DISTANCES SHOWN ON THIS PLAN ARE IN METERS AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.30



SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

In addition to the purchase of lands by the City referred to in paragraph 2 of this agreement, the Owner shall convey to the City part 7 as shown on Schedule B-1 for walkway purposes.

1. . . .
City
Capital
Contribu-
tions

The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule F attached hereto in the manner and at the times set forth in Schedule F..

The City capital contributions 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 capital contributions 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 capital contributions 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.

2.
Regional
Levies

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

2.2 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.

3.
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 for which security is deposited pursuant to paragraph 15 of this agreement to a maximum of Three Thousand Five Hundred Dollars (\$3,500.00) where the total cost of these 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 these 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 these 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 these works for which each of the City and the Region is responsible. In the event that the total cost of these works cannot be accurately determined prior to 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 these works prior to the issuance of any building permits within the plan.

4.
Driveways
and
Boulevards

The Owner shall:

- 4.1 install paved driveways from curb to street line or from curb to sidewalk where sidewalks are installed.
- 4.2 grade and sod the boulevard portion of Hansen Road abutting the lands.

4.3 provide and plant a minimum of one (1) deciduous tree of a minimum caliper of 2-1/2" on the boulevard in front of each single family dwelling erected on the lands. The type and size of each tree is to be submitted to the City for approval prior to planting.

4.4 the location and specification for all the works required by this paragraph shall be shown on the landscape plan required to be approved pursuant to this agreement.

5. Lot Sodding The Owner shall apply a minimum of 4" of good quality top soil to each lot on which a single family dwelling is constructed and shall fully sod each lot with acceptable nursery sod in conformity with the overall drainage plan approved in accordance with Schedule B.

6. Walkway The Owner shall construct a fenced walkway from Hansen Road to the rear or north limit of the walkway Block (Part 7). The exact location and specifications for this walkway and fencing shall be shown on the grading and drainage plan required to be approved pursuant to this agreement.

7. Archi- tectural Aspects The Owner shall, prior to the issuance of building permits, obtain approval by the Commissioner of Planning and Development for the architectural aspects of each building to be erected on the lands.

8. The City shall, within thirty (30) days of the
Exemption rezoning by-law coming into force, pass a by-law to
From Part exempt the lands from part lot control pursuant to the
Lot Planning Act. The parties hereto agree that the City
Control shall arrange for registration of the part lot control
by-law after any necessary approvals have been obtained
and the Owner agrees to reimburse the City for all
costs of registration.

9. The Owner shall fence the rear lot line of the
Fencing six (6) lots (Parts 1 to 6, both inclusive) with
black vinyl chain link fencing in accordance with City
specifications.

CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that

(Insured Party)

has comprehensive general liability insurance coverage with

(Insurance Company)

under Policy No. _____, for the work at

(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs,
2. applies to hazard or damage from "completed operations",
3. includes the City and the Region as an additional named insured,
4. contains no exclusions for damage or loss from blasting, vibration, the removal or weakening of support, or from any other work that may be required in connection with construction,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City, and
6. shall be in effect for the period of this agreement, including any period of guaranteed maintenance,

and that the policy (or policies) complies with all requirements of Clause 16 of the agreement dated _____, between

_____ and

The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: _____

COUNTERSIGNED: _____

NAME OF AGENCY OR COMPANY: _____

ADDRESS: _____

CITY CAPITAL CONTRIBUTIONS

1. The Owner covenants and agrees to
Capital unconditionally pay to the City without protest or
Contri- qualification, the following capital contributions less
butions the deduction referred to in paragraph 1.6;

1.1 The sum of Two Thousand, Seven Hundred and
Seventy Dollars (\$2,770.00) in respect of each
dwelling unit in a single family, semi-detached
or townhouse building or any dwelling unit
having three bedrooms or more in a multiple
residential building;

1.2 The sum of One Thousand, Eight Hundred and
Ninety-five Dollars (\$1,895.00) in respect of
each dwelling unit having two bedrooms in a
townhouse building or multiple residential
building;

1.3 The sum of One Thousand, One Hundred and
Sixty-six Dollars (\$1,166.00) in respect of
each dwelling unit having one bedroom or a
bachelor apartment in a multiple residential
building;

1.4 . The capital contributions provided for herein
shall be calculated and payable prior to the
issuance of a building permit for the dwelling
unit or for the building in which the dwelling
unit is located;

1.5 The capital contributions are effective the
22nd day of September, 1980 and shall be
adjusted twice yearly on the 1st days of
February and August in each year in direct

relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year and the Index is to be applied to the net cost (cost prior to subtraction of debt allowance) as set out in the City's Capital Contribution Policy.

1.6 In accordance with the capital contribution policy of the City, the Owner shall be entitled to a total credit of

N I L

Dollars (\$) on account of the total capital contributions required by this agreement. This credit shall be applied at the rate of

= N I L

Dollars (\$) per dwelling unit for each of the

N I L

() dwelling units shown on the plan. Capital Contributions shall be calculated at the time and in accordance with the provisions of this agreement and the sum of

N I L

Dollars (\$) shall then be deducted from the capital contribution required for each dwelling unit.

1.7 In the event, during the development of the plan, it is determined from time to time that the final number of dwelling units to be constructed on the plan will be greater or

lesser than N I L
() dwelling units, the credit per
dwelling unit shall be, from time to time,
recalculated and increased or decreased as the
case may be to ensure that the Owner has
received at the time of the issuance of the
building permit for the last dwelling unit to
be constructed on the plan, a total credit on
account of the capital contributions required
by this agreement of no more than or no less
than

N I L

Dollars (\$).

SCHEDULE G

PEEL LOT LEVIES

1. Peel lot levies are as follows:

		Base Contribution <u>January 1, 1974</u>
1.1	Apartments less than 750 square feet.	\$ 600.00 per unit
1.2	Apartments and townhouses having 750 to 1,050 square feet.	900.00 per unit
1.3	single family, semi-detached and all other apartments and townhouses 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.)

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

DATED: _____

VICTORIA WOOD DEVELOPMENT
CORPORATION INC.

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,
LAW DEPARTMENT,
150 CENTRAL PARK DRIVE,
BRAMPTON, ONTARIO.
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