



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

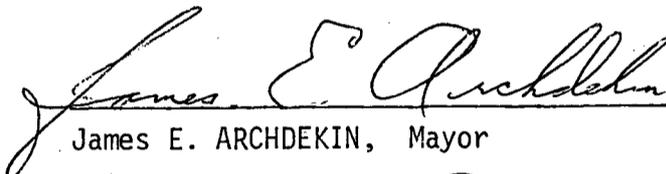
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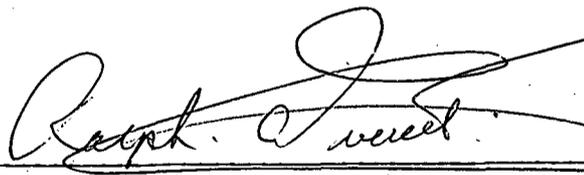
To authorize the execution of an agreement between Mario Bertossio Esquire, The Corporation of the City of Brampton and The Regional Municipality of Peel.

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 1980 10 27 between Mario Bertossio Esquire, The Corporation of the City of Brampton and The Municipality of Peel, and all other documents approved by the City Solicitor required to implement the provisions of this agreement and the conditions of draft approval of this subdivision.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 27th day of October, 1980.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate
this 28th day of APRIL, 1980.

B E T W E E N :

MARIO BERTOSSIO ESQUIRE

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 mortgages, liens or encumbrances on the said lands.

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

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

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

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

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

Commis-
sioner
of
Public
Works

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 storm sewers and connections, watermains and water service connections, structures, required fencing, driveways including culverts and headwalls, boulevard grading, sodding, tree planting, landscaping, 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 twelve (12) months after the issuance of the first occupancy permit unless specified otherwise in this agreement.

Works

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.

4.

Owner's
Expense

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

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
Drainage

5.1 The Owner shall construct such drainage works as may be required by the Municipal Engineer on the existing road allowances, including driveway culverts and headwalls as may be required.

Sewage
Disposal

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

Water
Supply

5.3 5.3.1 The Owner agrees that the development shall proceed only on the basis of connection of the South Peel Municipal Water System and only on the basis that the subdivision area shall be pre-serviced with water mains and service connections in accordance with Regional standards. The timing of the water connections will depend on staging of the extension of the South Peel Water System to this area.

5.3.2 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.

5.3.3 The Owner agrees that a special water works levy as provided in Schedule F of this agreement shall be collected by the Region to provide for the extension of South Peel Water System to this area.

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

7. Driveways The Owner shall install paved driveways including driveway culverts and headwalls from at least the paved portion of the road to the front lot line of each lot to the specifications of the City.

8. 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 City 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.

9. Building Permits The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewage disposal service required by the Region is made and the required charges as laid down by the Region have been paid and water is available.

10. Commencement of Construction The Owner shall not commence construction of the works required by this agreement until the detailed engineering specifications of such works have been approved by the 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.

11. Maintenance of Services 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. Upon completion of all aboveground work, the Owner shall remain responsible for the maintenance of aboveground services for one more year after which the City Commissioner of Public Works shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or Region and that the Owner be released from its obligations under this agreement.

12.

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.

13.
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.

14.
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.

15.

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.

16.

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 private sewage disposal systems, storm sewers, watermains and an approved water supply) have been installed and approved by the City Commissioner of Public Works and the necessary occupancy permit as required by the City building by-law has been issued by the City Commissioner of Buildings and By-law Enforcement.

17. Boulevard sodding, and tree planting shall be completed prior to the occupancy of any building except for buildings to be occupied between November 1st and June 15th in any year in which case the boulevard sodding and tree planting shall be completed by June 30th following such occupancy.

18. 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.

19. 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.

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

21. The Owner agrees to construct to the current
Fencing City specifications, all fencing required under this
 agreement or indicated on any landscape plan required
 under this agreement in conjunction with the grading
 and sodding of abutting lots.

22. All existing trees to be retained must be
Tree fenced and protected prior to any construction and
Protection no existing trees shall be removed without prior
 approval in writing of the Commissioner of Parks and
 Recreation and/or the Commissioner of Planning and
 Development.

23.

Archi-
tectural
Control
Commit-
tee

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:

- 23.1 one member to be appointed by the Owner;
- 23.2 one member to be appointed by the City Council;
- 23.3 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

24.

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, fire hydrants and necessary valves and appurtenances to service the lands 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.

25.

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.

26.

Ministry
of Natural
Resources &
Conserva-
tion Auth-
ority
Approval

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

FINANCIAL

27.

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.

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.

29.1 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.

City
Levies

29.
Regional
Levies

29.2 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.

30.
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:

30.1 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);

30.2 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;

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

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

30.5 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

30.6 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.

31.

ending

31.1 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.

- 31.2 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).
- 31.3 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.
- 31.4 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.
- 31.5 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. 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.

31.6

31.6.1 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.

31.6.2 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.

31.6.3 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.

31.7 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.

32.

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.

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.

The performance by the Owner of his

34. 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:

Final
Acceptance
of Works

34.1 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;

34.2 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;

34.3 further that he has placed all bench marks as required under clause 33 and that he has provided the City Commissioner of Public Works with the description of location and elevation of these bench marks.

34.4 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.

GENERAL

35. 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.

36. 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.

37. 37.1 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.

37.2 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.

38. 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.

Conveyances

Certi-
ficate

Copies
of Plans

Land Use
and Signs

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.

39.

The
Mechanics'
Lien Act

The Owner shall comply with all of the provisions of The Mechanics' Lien Act, R.S.O. 1970, chapter 267, as amended from time to time (herein called the 'Act') and shall hold in his possession and in a separate account, the statutory holdback and any additional amounts required by reason of notice of Mechanics' Lien rights. These funds shall not be dispersed except in compliance with the Act. The Owner shall be liable to the City and the Region for any loss or damages suffered by the City and the Region by reason of any failure, neglect or refusal by the Owner to comply with the Act. The Owner shall indemnify and hold harmless the City and the Region from all actions, causes of actions, suits, claims, demands and costs whatsoever which may arise 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 31 of this agreement until the City is satisfied that all of the provisions of the Act have been complied with.

40. 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.

41. 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 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.

42. Discretion of the Commissioner of Public Works
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.

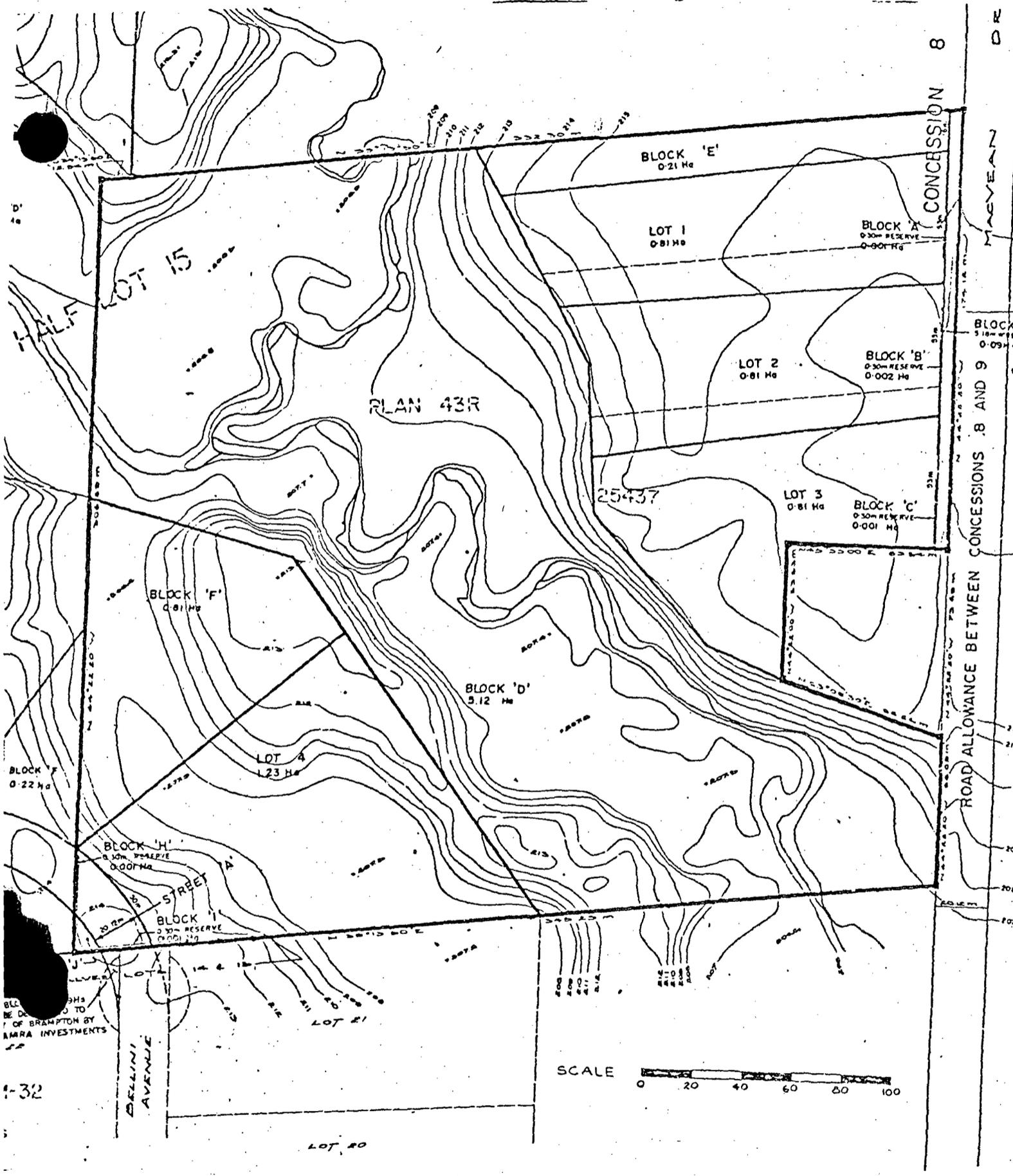
43. Approvals
Where, under the terms of this agreement, any approvals are required to be given on behalf of the City or the Region by the City Council or the Regional Council or any official of the City or the Region, it is hereby understood and agreed that such approvals will not be unreasonably or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

44. Mortgagees

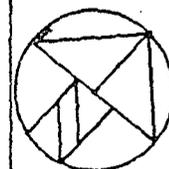
THE REGIONAL MUNICIPALITY OF PEEL

LEGAL DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, formerly in the Township of Toronto Gore, in the County of Peel, being that part of the East Half of Lot 15, Concession 8, Northern Division, of the original Township of Toronto Gore, County of Peel, designated as PART 1 on a Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Peel, at Brampton, as 43R-5657.



BERTOSSIO
 Proposed revised draft plan
 DEVELOPMENT AGREEMENT
 SCHEDULE 'B'



CITY OF
 BRAMPTON
 PLANNING
 DEPARTMENT

SCHEDULE "C"

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

PARKLAND - Block D

ROAD WIDENINGS - seventeen feet along MacVean Drive

ONE FOOT RESERVES - along the widened limits of
MacVean Drive as shown on Schedule
'B'

- at the dead end and open sides
of road allowances

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. Works Not Required
The Owner shall not be required to construct sidewalks, sanitary sewers, curbs and gutters within the plan and wherever the term 'storm sewer system' is used in this agreement, this system may, at the option of the Municipal Engineer, include a combination of surface (open ditch) and enclosed pipes. Such systems shall be completely shown on the plans and specifications to be approved by the Municipal Engineer.

The provision of septic tanks shall not be works within the meaning of this agreement but this does not relieve the Owner or successors and assigns from the provisions of paragraph 5.2 of this agreement.

3. School Transportation
The Owner agrees that all offers to purchase and all deeds of lots within the plan shall contain a provision that for the purposes of transportation to school, the children of residents of the subdivision shall meet the school bus on roads now in existence or at another designated place convenient to the Peel Board of Education or the Dufferin-Peel Roman Catholic Separate School Board.

4. Sewage Disposal
The Owner agrees that approval for each private sewage disposal system for each lot will be obtained from the Peel Regional Health Unit prior to the issuance of the building permit for each lot.

Parkland Development

The Owner shall, prior to the registration of the plan, pay to the City of Brampton the sum of Fifteen Thousand Dollars (\$15,000.00) in lieu of the Owner being required to complete at its own expense detailed erosion control measures, landscaping and other works in Block D which is being dedicated to the City for park purposes. Notwithstanding the foregoing, the Owner shall, at its own expense, plant twelve (12) trees and twelve (12) shrubs on Block D and the location of these trees and shrubs shall be shown on the landscape plan required to be approved pursuant to this agreement.

The sum of Fifteen Thousand Dollars (\$15,000.00) paid to the City shall be used by the City to carry out such erosion control measures, landscaping and other works on Block D or adjoining valleyland owned by the City as the City considers in its sole discretion appropriate and in accordance with the timing for the carrying out of these works satisfactory to the City.

6. The owner agrees to support a restricted area by-law which shall contain provision whereby building envelopes for Lot 4 and Block F shall be defined.
7. The owner agrees that Block F shall be developed only after the draft plan of subdivision under file 21T-78060B has first been registered to provide access to Block F and that Block E shall be developed in conjunction with abutting lands to the north.
8. The owner agrees that the subdivision agreement between the owner and the municipality be registered by the municipality against the lands to which it applies.

SCHEDULE D (cont'd)

9. The owner agrees to not place fill, grade construct any buildings or structures or interfere with the channel of the watercourse within Block 'D' without prior written approvals being received from the Metropolitan Toronto and Region Conservation Authority.
10. The owner agrees that prior to the initiation of any grading or construction on the site, to erect a temporary snow fence or other suitable barrier along the rear lot lines of Lots 1,2,3,4, and Blocks 'E' and 'F'. This barrier shall remain in place until all grading and construction on the site are completed.
11. The owner agrees to submit site and grading plans to the Metropolitan Toronto and Region Conservation Authority for their review and approval for Lots 1,2,3,4, and Blocks 'E' and 'F'. These plans shall be submitted prior to the issuance of building permits by the municipality.
12. The owner agrees to carry out, or cause to be carried out, the recommendation referred to in the engineering report required by the Metropolitan Toronto and Region Conservation Authority as referred to in clause 13 of Schedule D to this agreement, and it is agreed that the satisfaction of clause 5 of schedule D will satisfy the requirements of clauses 12 and 13 of schedule D to this agreement.
13. The owner agrees that a detailed engineering report, acceptable to the Metropolitan Toronto and Region Conservation Authority and the City of Brampton be prepared which will describe the erosion control measures to be taken along the watercourse in Block 'D'.

SCHEDULE E

CITY LEVIES

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

City
Levies

- 1.1 the sum of One Thousand, Two Hundred and Eighteen Dollars (\$1,218.00) in respect of each dwelling unit in a single family, semi-detached or townhouse building or any multiple residential building not exceeding three (3) storeys in height;
- 1.2 the sum of One Thousand and Thirty-seven Dollars (\$1,037.00) in respect of each dwelling unit in a multiple residential building exceeding three (3) storeys in height but not exceeding five (5) storeys in height;
- 1.3 the sum of Seven Hundred Dollars (\$700.00) for each dwelling unit in a multiple residential building exceeding five (5) storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and
- 1.4 the sum of Five Hundred and Eighty-eight Dollars (\$588.00) in respect of each dwelling unit in a multiple residential building exceeding five (5) storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

The development levies provided for herein shall be paid at the following times:

- 1.5 at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a single-family or semi-detached building, whichever is the sooner;
- 1.6 at the time of issuance of a building permit in respect of each dwelling unit other than a single-family or semi-detached building.

The above development levies are effective the 1st January 1974 and are to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

2.

Tax
Stabili-
zation
Levy

Recognizing the tax impact of new development on the taxes on existing properties in the City of Brampton, the Owner agrees that in addition to all other levies provided for by this agreement, the Owner will pay to the City a levy with respect to all residential units calculated as follows:

- 2.1 with respect to block townhouses or apartment buildings, the sum of Six Hundred Dollars (\$600.00) for each residential unit contained therein.
- 2.2 with respect to street townhouses, the sum of Five Hundred and Twenty-five Dollars (\$525.00) for each residential unit contained therein.

2.3 with respect to single family or semi-detached buildings and all other buildings the sum of Four Hundred and Fifty Dollars (\$450.00) for each residential unit contained therein.

Such additional levies shall be paid with respect to all residential units contained in each building prior to the issuance of a building permit.

The above levy is effective 1st January 1977 and is to be adjusted twice yearly as of 1st February and 1st August of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series). Such adjustment will be based on the Index last available prior to 1st February and 1st August respectively of each year.

3.

Road &
Bridge
Levy

In addition to all other payments and levies provided for herein, the Owner agrees to pay to the City a road and bridge improvement levy in the amount of Two Hundred and Sixty Dollars (\$260.00) per unit for single family, semi-detached and townhouse units and One Hundred and Sixty Dollars (\$160.00) per unit for all other types of dwelling units. These levies are to be increased or decreased in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with the base to be as of 15th January 1976 with review based on the latest Index reflecting construction costs as of January 15 of each year while construction on the land proceeds. The amount of each such levy shall be fixed as at the time of payment of such levy in respect of the use for which the said levy is paid.

These levies shall be paid as follows:

- 3.1 At the time of conveyance of each single family or semi-detached lot or the issuance of a building permit, whichever is the sooner, in respect of a dwelling unit in a single family or semi-detached building; and
- 3.2 At the time of issuance of building permits in respect of each dwelling unit in other than a single family or semi-detached building.

Where an arterial road runs through the lands contained within the plan of subdivision, the Owner shall construct two lanes to the arterial road in accordance with the City's specifications and the Owner shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required by the Owner, then the Owner will be reimbursed for the difference.

PEEL LOT LEVIES

1. Peel lot levies are as follows:

	<u>Base Contribution 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 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).

Such levies shall be paid at the same time and on the same basis as the area municipality levies are paid and the area municipality is authorized to collect a cheque payable to The Regional Municipality of Peel for such Regional levies for remittance to the Region within ten (10) days of receipt of same.

3. Peel lot levies are subject to reduction provisions:

a) In the amount of 10 percent for sanitary sewers and 10 percent for water where by prior agreement the developer has been exempted from payment of levies for that purpose.

OR

b) In the amount of 20 percent for sanitary sewers when the development is outside the designated sewer service area.

c) In the amount of 20 percent for water when the development is outside the designated water service area.

SCHEDULE 'F'

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

The levy of Two Thousand, Four Hundred and Fifty Dollars (\$2,450.00) will be adjusted semi-annually, based on the Southam Construction Index as referred to in Clause 2 of this Schedule, the base date being set as of 1st August, 1976.

PASSED OCTOBER 27, 19 80



BY-LAW

No. 276-80

To authorize the execution of an agreement between Mario Bertossio Esquire, The Corporation of the City of Brampton and The Regional Municipality of Peel.