



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 12 - 91

To confirm the proceedings of
Council at its Regular
meeting held on 1991 01 14

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

1. THAT the action of the Council at its Regular meeting held on 1991 01 14 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. THAT the Mayor and the proper officers of the City are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where other wise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the City to all such documents.
3. THAT this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its powers to proceed with, or to provide any money for, any undertaking, work, project, scheme, act, matter or thing referred to in subsection 64(1) of the Ontario Municipal Board Act, R.S.O. 1980, c. 347, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. THAT any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with the Environmental Assessment Act, R.S.O. 1980, c. 140.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 14th day of January, 1991.


P. BEISEL

MAYOR


L.J. MIKULICH

CLERK

LICENCE AGREEMENT

THIS LICENCE AGREEMENT made in duplicate this 5th day of February 1990

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by THE MINISTRY OF CONSUMER AND COMMERCIAL RELATIONS as represented by THE REAL PROPERTY REGISTRATION BRANCH, hereinafter referred to as the "MINISTRY"

and

THE CITY OF BRAMPTON

WHEREAS: the City of Brampton requires a digital property mapping database for the purpose of developing a Geographic Information System,

AND WHEREAS: the Ministry has developed software for the purpose of creating a property mapping database as a component of its POLARIS database,

AND WHEREAS: the Ministry wishes to assist the City of Brampton with its development of its digital property mapping database,

AND WHEREAS: the City of Brampton has requested that the Ministry provide it with the Ministry's software in order to facilitate the development of its digital property mapping database,

AND WHEREAS: for these purposes the parties hereto have agreed to the terms and conditions as follows:

1. GRANT OF LICENCE

The Ministry grants to the City of Brampton a nonexclusive, nontransferable perpetual right and licence to use the software described in detail in Schedule "A" to this Agreement commencing on the twelfth day of February, 1990.

2. MINISTRY'S PROPRIETARY RIGHTS

The City of Brampton acknowledges that the software represents information and trade secrets proprietary to the Ministry and will:

- a) maintain in confidence and not disclose any such proprietary information or software to any third party without the Ministry's prior written permission;
- b) not make the software available for any third party on a service bureau basis;
- c) not remove or alter any designations or proprietary marks on the software;
- d) not give, sell, assign or make available in any way the software to any third party or any software developed by the City of Brampton based on the software supplied under this licence.

3. LICENSEE'S RIGHTS

The City of Brampton may modify the software in any way it sees fit.

4. LIMITATION OF LIABILITY

The City of Brampton acknowledges that it is acquiring the software on an AS IS basis and the Ministry is NOT making any warranties, written, oral, statutory, express or implied as to the suitability or usefulness of the software and the Ministry is under no obligation to update the software, user manual or user guide. The Ministry will not be liable for any damages, costs OR charges, direct, indirect or consequential arising from the use of the software or liability to use the program by the City of Brampton or for any claim by any other party.

5. FEES

The Ministry will charge no fees for the provision of the software under this Licence Agreement.

6. RIGHT TO TERMINATE

The Ministry may terminate this Agreement at any time without cause upon 30 days written notice and the City of Brampton shall thereupon return the software along with any and all copies thereof, whether modified or not, forthwith to the Ministry.

7. NON-ASSIGNABILITY OF AGREEMENT

The City of Brampton may not assign this Agreement or any part of it without the prior written consent of the Ministry.

8. SUCCESSORS

This Agreement is binding upon the parties to it, the successors and permitted assigns of the City of Brampton and the successors or assigns of the Ministry.

9. WHOLE AGREEMENT

This Agreement, including Schedule "A" embodies the entire agreement of the parties with regard to the matters dealt within it; no other understanding or agreement, collateral, oral or otherwise, exists between the parties.

10. INTERPRETATION

"Software" means the software described in Schedule "A" to this agreement.

IN WITNESS WHEREOF the parties have executed and sealed this Agreement on the 8th day of FEBRUARY 1990.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by THE MINISTRY OF CONSUMER AND COMMERCIAL RELATIONS as represented by THE REAL PROPERTY REGISTRATION BRANCH.

By: [Signature]
Carol Kirsh
Director, Real Property Registration Branch
(Seal)

By: [Signature]
(Seal) L.J. MIKULICH
CITY CLERK

WCC
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file'd
By Law 12-91

JOINT VENTURE MAPPING AGREEMENT

This Agreement is made this 29th day of MAY, 1991

BETWEEN

**THE MINISTRY OF CONSUMER AND COMMERCIAL RELATIONS
(hereinafter called MCCR)
as represented by the
LAND RELATED INFORMATION SYSTEMS UNIT, REGISTRATION DIVISION
(hereinafter called LRIS)**

AND

**THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter called the City)**

Preamble

- 1.1 The purpose of this Agreement between MCCR and the City is to express and record their desire to cooperate in completing the digital property mapping database for a portion of the City bordered by Queen Street, Winston Churchill Boulevard, Highway 410 and the southerly City limits, containing approximately 16,000 properties, 3,000 of which were mapped during the City's pilot project.
- 1.2 It is recognized by the Parties to this agreement that:
- (1) MCCR has the mandate to create a digital Property Mapping Database for the Province of Ontario;
 - (2) The City requires a digital Property Mapping Database in order to develop a Geographic Information System;
 - (3) The City requires an accurate digital Property Mapping Database to satisfy the needs of municipal applications;
 - (4) MCCR and the City wish to minimize duplication of work and costs and to adhere to a common standard in the development and preparation of the digital Property Mapping Database;
 - (5) MCCR and the City shall cooperate and act in good faith to complete the project in a timely and cost effective manner in accordance with this agreement; and

- (6) MCCR has entered into a Master Agreement with Real Data Ontario (RDO) dated February 15, 1991 to form a strategic alliance to implement the POLARIS system, including the Digital Property Mapping Database for the Province of Ontario. Upon incorporation of the Corporation under the said Master Agreement, this agreement may be assigned by MCCR to the said Corporation. If the Agreement is assigned and the Corporation ceases to carry on operations or implementation for any reason, the Corporation's rights and responsibilities under this agreement are hereby automatically reassigned to MCCR.

DEFINITIONS

- 2.1 **Digital property mapping database** is a database containing information on original township lot fabric (where applicable), plans of survey of record in the land registry office along with the appropriate textual information, water boundaries (where applicable), municipal boundaries, railways, major easements and rights-of-ways, all ownership limits, map block boundaries and property identifiers.
- 2.2 **Contractor(s)** means the contractor or contractors to be selected by the City to undertake the data collection and the property mapping for the project. The City will notify MCCR of the name(s) of the respective contractors selected.
- 2.3 **Project** means the completion of the digital property mapping database for approximately 13,000 properties in the project area.
- 2.4 **Project area** means that portion of the City bordered by Queen Street, Winston Churchill Boulevard, Highway 410 and the southerly City limits, containing approximately 16,000 properties, 3,000 of which were mapped during the City's pilot project.

MAP BLOCKS

- 3.1 MCCR will define map blocks and assign map block numbers for the project area.

ACCESS TO LAND REGISTRATION RECORDS

- 4.1 MCCR will not charge the City or its contractor(s) for:
- (a) the title searches on the properties within the project area;
 - (b) copies of recorded plans, abstracts and documents required to map the properties in the project area.

WORKPLACE

- 5.1 The City's mapping contractor will undertake data collection:
- (a) in the Land Registry Office, 7765 Hurontario Street, Brampton, Ontario
 - (b) between the hours of 5:00 pm and 12:00 midnight, Monday to Friday exclusive of Ontario government statutory holidays.
- 5.2 The City will provide 30 days notice to MCCR and the Real Property Registration Branch's Regional Manager in the event that the City's mapping contractor increases or decreases the number of people working at data collection in the land registry office.
- 5.3 The City will cause records to be kept during the data collection process which will determine the percentage of land titles and registry office properties among the properties searched in the project area. The City will also cause records to be kept to document the number of properties searched, the number of abstract and title register books accessed and the number of photocopies and white prints of plans obtained.
- 5.4 The City will undertake to bring to the attention of the Land Registrar any errors, omissions or deficiencies found in the land registry office records during the data collection activity.
- 5.5 The City will ensure that the mapping contractor will abide by government security requirements for the Land Registry Office building and land registration records.
- 5.6 The City will ensure that the mapping contractor will undertake that the land registry office will be left each evening in a condition which is acceptable to the Land Registrar.
- 5.7 Land registration records may not be removed from the Land Registry Office except with the consent of the Land Registrar and MCCR.
- 5.8 The City shall be responsible for loss of or damage to land registration records caused by the City and/or the mapping contractor.

INVOLVEMENT OF MCCR STAFF

- 6.1 MCCR will provide a quality control advisor in the Land Registry Office to advise the data collection contractor during data collection.
- 6.2 MCCR will provide technical advice to the City and its data collection and mapping contractors for resolution of deficiencies or discrepancies in the data assembled for the project.

MANUALS, STANDARDS AND PROCEDURES

- 7.1 MCCR will provide the City with a set of the POLARIS mapping standards and procedures and any updates to the date of completion of the project.
- 7.2 Any materials supplied by MCCR to the City or the mapping contractor, including training packages and mapping standards and procedures, are to be used only for the purposes of this project.

COORDINATE VALUES

- 8.1 MCCR will make available to the City the coordinate values for selected surveyed corners in the project area.

QUALITY CONTROL

- 9.1 MCCR will undertake quality control on the digital property mapping files supplied to MCCR by the City and/or (at the City's request) the mapping contractor and to report the results thereof to the City.
- 9.2 MCCR will provide a minimum of 1 day to a maximum of 15 days training in map building procedures at no cost to the City and the mapping contractor to assist the City and mapping contractor in fulfilling their obligations under this agreement.
- 9.3 The performance or non-performance of any quality control function or the provision or non-provision of any training by MCCR shall not affect the liability of MCCR under this agreement for the accuracy and completeness of the data or give rise to any claim to compensation in relation thereto by the City or the mapping contractor.

DELIVERY OF MAP FILES

10.1 The City will:

- (a) complete the mapping data entry for all properties in the project area in accordance with POLARIS standards except as agreed in writing from time to time;
- (b) at the request of MCCR, provide:
 - (i) a copy of the final digital property map files containing as a minimum, POLARIS levels 5, 7, 9, 19, 40, 43, 50 and 52 together with those other levels normally required by the City, and audit trail in Intergraph Design File format; and
 - (ii) yearly updates of the digital property map files containing as a minimum, POLARIS levels 5, 7, 9, 19, 40, 43, 50 and 52 together with those levels normally required by the City, until the land registration records in the project area are designated by MCCR under Part II of the Land Registration Reform Act or until December 31, 1995, whichever comes sooner.

OWNERSHIP OF MAP FILES

- 11.1 Subject to copyright and intellectual and other proprietary rights, title and interest in the land registration records held by third parties, the City shall own property map files and updates produced pursuant to this agreement and shall be free to use or transfer property map files in any manner whatsoever.
- 11.2 Subject to copyright and intellectual and other proprietary rights, title and interest in the municipal records held by third parties, MCCR shall own the copies of the property map files, updates and audit trail produced and delivered pursuant to this agreement and shall be free to deal with the said copies of the property map files and audit trail in any manner whatsoever.

MAP MAINTENANCE

- 12.1 The digital property map files will be maintained by the City until the records in the Land Registry Office are designated by MCCR under Part II of the Land Registration Reform Act or until December 31, 1995, whichever comes sooner.
- 12.2 MCCR will not charge the City for the title searches or copies of recorded plans, abstracts and documents required for maintenance of the map files in the project area prior to designation by MCCR or until December 31, 1995, whichever comes sooner.

12.3 Following designation of the project area MCCR and the City may negotiate an arrangement for map file maintenance and exchange of map updates and the audit trail between MCCR and the City.

ERRORS AND OMISSIONS

13.1 The City shall promptly notify MCCR of all errors and omissions identified in the land registration records during data collection and mapping.

13.2 MCCR shall indemnify and hold harmless the City from and against any reasonable cost, expenses, liability, damages or payments (including, without limitation, all reasonable legal fees or expenses) incurred by the City with respect to any error or omission in the land registration records.

13.3 MCCR shall indemnify and hold harmless the City from and against any reasonable cost, expenses, liability, damages or payments (including, without limitation, all reasonable legal fees or expenses) incurred by the City with respect to acting on any advice provided by MCCR.

13.4 The City shall indemnify and hold harmless MCCR from and against any reasonable cost, expenses, liability, damages or payments (including, without limitation, all reasonable legal fees or expenses) incurred by MCCR with respect to any error or omission in the data collection and mapping for the project resulting from a decision of the City or its contractor.

SOFTWARE

14.1 This agreement hereby incorporates the software licence attached hereto as Appendix "A".

TERM OF THE AGREEMENT

15.1 The term of this agreement shall commence on 29th of May 1991 and shall continue to 31st of January 1992

15.2 MCCR shall be able to terminate this agreement on 48 hours notice to the City for the following:

- (a) mishandling or destruction of land registration records;
- (b) failure to maintain or adhere to security requirements in the Land Registry Office;
- (c) failure to clean up the project work site at the close of each work day; or
- (d) damage to the work site and fixtures

by the City or its contractor unless the City proposes remedial action acceptable to MCCR in its sole discretion within the notice period.

15.3 Where this agreement has been terminated under clause 15.2, a copy of all completed work and work in progress will be provided to MCCR within 30 days of such termination.

ASSIGNMENT

16.1 Subject to clause 1.2(6), MCCR may not assign its rights and obligations or portions thereof in this agreement to third parties without the prior written consent of the City. Such consent shall not be unreasonably withheld by the City. MCCR warrants that the rights conferred on the City under clauses 4.1, 12.2 and 13.2 shall survive the assignment by MCCR of this agreement.

16.2 The City may not assign its rights and obligations or portions thereof in this agreement to third parties without the prior written consent of MCCR. Such consent shall not be unreasonably withheld by MCCR.

SUCCESSORS

17.1 This agreement is binding upon the parties to it and their successors and assigns.

NOTICE

18.1 Any notice to be given under this agreement shall be in writing and delivered to the following addresses:

(a) In the case of MCCR:

Land Related Information Systems
Registration Division
393 University Avenue
Toronto, Ontario
M7A 2H6
Attention: Mr. Ray Scott

(b) In the case of the City:

The Corporation of the City of Brampton
2 Wellington Street West
Brampton, Ontario
L6Y 4R2
Attention: Mr. Tim Unrau

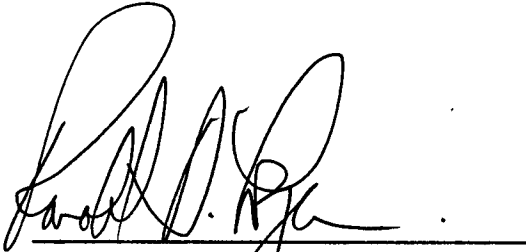
18.2 The City shall deliver the digital map files, updates to the digital map files, the audit trails for digital mapping to:

The Ministry of Consumer and Commercial Relations
Registration Division
Land Related Information Systems
Mapping Production Centre
2nd. Floor, 595 Bay Street
Toronto
M5G 2C2

Attention: Mr. Edward Graham

For the:

MINISTRY OF CONSUMER
AND COMMERCIAL RELATIONS



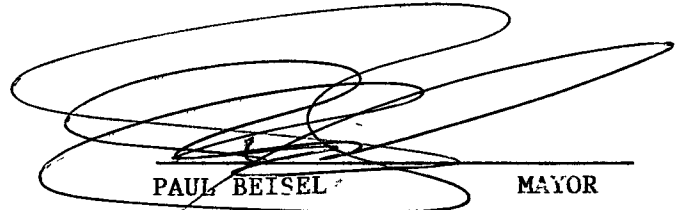
Date: May 29/91



Date: May 29, 1991

For the:

CORPORATION OF THE
CITY OF BRAMPTON



PAUL BEISEL MAYOR

Date: May 29, 1991



LEONARD J. MIKULICH CLERK

Date: May 29/91

AUTHORIZATION BY-LAW
NUMBER 12-91
PASSED BY CITY
COUNCIL ON THE 14th
DAY OF JANUARY 19 91

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
WCC
DATE 6/1/91

SCHEDULE A - LIST OF INCLUDED SOFTWARE

- 1) The POLARIS command menu and all associated user commands, programs, design files and cell libraries.
- 2) The POLARIS cursor button menu and associated design files and cell libraries.
- 3) The POLARIS function key menu and associated design files and cell libraries.
- 4) All POGO related programs.
- 5) POLARIS developed fonts in the form of font cell libraries and/or font library.
- 6) POLARIS on-line documentation and the programs required to read and update this documentation.
- 7) POLARIS colour tables.