

BYLAW NO. 42-75

OF THE CORPORATION OF THE CITY OF BRAMPTON

A BYLAW TO AUTHORIZE THE EXECUTION BY OFFICERS OF THE CORPORATION OF THE CITY OF BRAMPTON OF AN AGREEMENT WITH HER MAJESTY THE QUEEN IN THE RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND COMMUNICATIONS, PURSUANT TO SECTION 19 OF THE PUBLIC TRANSPORTATION AND HIGHWAY IMPROVEMENT ACT, R. S. O. 1970, CHAPTER 201.

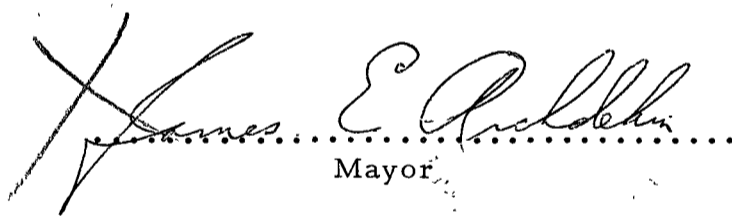
WHEREAS it is deemed expedient that the Corporation of the CITY of BRAMPTON enter into a Connecting Link Agreement with the Queen in the Right of Ontario as represented by the Minister of Transportation and Communications for Ontario for construction of certain roads.

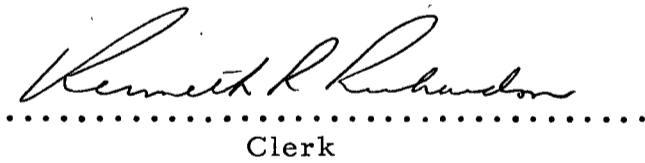
NOW THEREFORE, the Corporation of the CITY of BRAMPTON enacts as follows:

That the Corporation of the CITY of BRAMPTON enter into a Connecting Link Agreement with Her Majesty the Queen in the Right of Ontario as represented by the Minister of Transportation and Communications for Ontario, and the Mayor and Clerk are hereby authorized to sign the said Agreement on behalf of the Corporation.

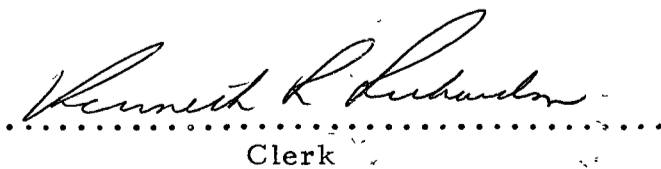
This Bylaw shall come into force and take effect after the passing hereof.

Bylaw read a first, second and third time and passed at a meeting of the Municipal Council on the 24th of MARCH 19 75


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Mayor


.....
Clerk

I HEREBY CERTIFY that the foregoing is a true and correct copy of Bylaw No. "A Bylaw to authorize the execution by officers of the Corporation of the CITY of BRAMPTON of an Agreement with Her Majesty the Queen in the Right of Ontario as represented by the Minister of Transportation and Communications, pursuant to the Public Transportation and Highway Improvement Act "R. S. O. 1970, Chapter 201," which was finally passed at a meeting of Council held on


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Clerk

CONNECTING LINK AGREEMENT

CITY OR SEPARATED TOWN

THIS AGREEMENT, made in triplicate, pursuant to
The Public Transportation and Highway Improvement Act, R. S. O. 1970,
this 24th day of MARCH A. D. 19 75

BETWEEN: Her Majesty The Queen, in Right of the Province of
Ontario, represented by the Minister of Transportation
and Communications for Ontario, hereinafter called
"the Minister," OF THE FIRST PART

- AND -

The Corporation of the City of BRAMPTON
in the County of PEEL hereinafter called
"the Corporation," OF THE SECOND PART

WITNESSETH THAT:

WHEREAS The Public Transportation and Highway
Improvement Act, R. S. O. 1970, (hereinafter called "The Act"), by
Section 19 thereof, provides that the Minister and the Council of a City or
Separated Town may enter into an agreement for the construction therein by
the Corporation or by the Minister, as the case may be, of a highway
designated under Section 19, of The Act as a connecting link between parts
of the King's Highway, or as an extension thereof, (hereinafter called
"the connecting link"), and that a proportion of the cost of the work may be
paid out of the monies appropriated therefor by the Legislature in accordanc
with The Act;

AND WHEREAS a highway under the jurisdiction of the
Corporation and hereinafter mentioned, has been so designated.

NOW THEREFORE THIS AGREEMENT WITNESSETH
that in consideration of the covenants and agreements to be kept and
performed by each respectively, the parties do agree, each with the other,
as follows:

1. In the interpretation of this Agreement, unless otherwise provided or the context otherwise requires:
 - (a) Section 1 of The Public Transportation and Highway Improvement Act, R.S.O. 1970 applies;
 - (b) "Return" means that part of the roadway forming a curved junction between the connecting link and any street intersecting or running into a connecting link to the full width of the highway comprising the connecting link.
2. The Minister or the Corporation, as the case may be, shall construct the highway described in the schedule hereto, as a connecting link, in accordance with plans and specifications approved by the Minister and the Corporation.
- 3.1 The Minister or the Corporation may at any time, at or after the signing of this Agreement, submit to the other party hereto, through the District Engineer of the Ministry, a proposal and estimate of cost for the construction of the whole or any part of a highway, within the municipality, designated as a connecting link.
- 3.2 The party to whom the proposal is submitted shall, without undue delay, accept or reject such proposal or submit to the other party such amended or alternative proposal as may seem appropriate.
- 3.3 Upon the mutual acceptance and execution of any proposal the same shall become an appendix to and form part of this Agreement.
- 3.4 It is understood that the estimate of costs shall be deemed an estimate only, based on the information available at the time that the estimate is submitted, and is not to be regarded as a stipulation that the actual cost may not be greater or less than such estimate or that the payments to be made by the parties hereto are to be governed by such estimate.
- 3.5 A substantial increase in such cost shall not be undertaken or incurred without prior written approval by the Minister subject, where necessary, to the approval of the Ontario Municipal Board.
- 4.1 The Corporation shall bear and pay the entire cost, subject to subsidy where applicable, of constructing:
 - (a) any sanitary sewers;
 - (b) returns, beyond their junction with the highway comprising the connecting link, save and except such grading and surfacing as may be necessary to effect such junction;
 - (c) any sidewalks, save and except where removal and relocation of existing sidewalks is rendered necessary by the construction of the roadway; and
 - (d) any street lights, lighting standards, traffic control device or other special works.
- 4.2 Where it is deemed necessary to construct storm sewers, drains or any other special works on the connecting link of a nature or capacity beyond the actual requirements of the highway itself (including any designated interchanges), the Corporation shall bear such proportion of the cost of construction of such work as, in the opinion of the Minister, is not attributable to such requirements.

- 4.3 The Corporation shall acquire all lands, pay all claims for lands taken or acquired, for property damage or injurious affection to land or property arising out of or in connection with the construction of the connecting link including the construction of bridges, culverts, pavements or other surfaces, curbs, gutters catch basins, sanitary or storm sewers or drains or any other special work, indemnify and save harmless the Minister in respect of any such claims, including those resulting from any change of grade or alignment, and negotiate and complete settlement with all owners affected.
- 5.1 For the purpose of determining the proportion of the cost of the work which will be paid by the Minister, the cost thereof shall include the cost of:
- (a) widening, altering or diverting the highway;
 - (b) constructing roadways or additional widths of roadways necessary to permit the proper interchange of traffic at intersections of the connecting link with any other highway;
 - (c) subject to The Public Service Works on Highway Act, taking up, removing or changing the location of appliances or works placed on or under the highway by an operating corporation;
 - (d) constructing bridges, culverts or other structures, other than sanitary sewers, incidental to the construction of the highway;
 - (e) grading the highway, including shoulders and roadside ditches;
 - (f) constructing a base and pavement upon the highway and returns, of a type and extent approved by the Minister;
 - (g) constructing curbs, gutters and catch basins, and constructing sidewalks where removal and relocation of existing sidewalks is rendered necessary by the construction of the roadway;
 - (h) constructing storm sewers and drains of a nature and capacity appropriate to the actual requirements of the highway itself; and
 - (i) such other items of cost as the Minister may, from time to time, approve.

Provided, however, that for the purposes of this clause, the cost shall not include the cost of any of the items chargeable solely to the Corporation under Section 4. of this Agreement, and that in all cases the decision of the Minister shall be final.

- 5.2 Save as otherwise provided in The Act or in this Agreement, the cost of the work will be borne and paid seventy-five percent by the Minister and twenty-five percent by the Corporation.
- 5.3 The owner's share of the cost of local improvements shall not be included in the cost of the work nor may any other contribution received from any source be included without the consent of the Minister

- 5.4 The Corporation shall not include in any statement submitted to the Minister under Part X of The Act, any expenditure made by the Corporation under this Agreement.
6. Where the construction of the connecting link is to be undertaken by the Corporation:
- (a) the Corporation will prepare plans and specifications therefor and such plans and specifications shall be subject to approval by the Minister before any work is undertaken or tenders are called for the performance thereof; and
 - (b) where the work is to be done by contract, the Corporation shall call for public tenders and, where pre-qualification of the contractor is not required, will require the posting of an adequate performance bond, and the award of the contract shall be subject to approval of the Minister.
- 7.1 Upon completion of the construction of the connecting link by the Corporation, the Corporation will submit to the Minister, a statement of expenditure with respect to the same for payment of the Minister's share.
- 7.2 Subject to approval by the Minister, the Corporation may submit interim statements of expenditure, from time to time, during the progress of the work, for payment of the Minister's share, of the cost of the work done under this agreement.
- 7.3 Statements of expenditure shall be submitted through the District Engineer of the Ministry accompanied by such statements of accounts, payment certificates, paylists, vouchers and other documents, certified by the Engineer and Treasurer of the Corporation, in such reasonable form as the Financial Comptroller of the Ministry may require.
- 8.1 Upon receipt of a statement of expenditure and the approval thereof by an officer of the Ministry designated by the Minister, the Minister will pay to the Treasurer of the Corporation, the Minister's share.
- 8.2 No payment will be made in respect to any item of cost that:
- (a) is not a road improvement in the opinion of the Minister;
 - (b) is not supported by vouchers or other documents, in such form and detail as the Minister may require;
 - (c) has not been incurred in respect of work certified by the District Engineer of the Ministry as having been satisfactorily performed.
- 8.3 In the case of an interim statement of expenditure, the Minister may hold back an amount, not exceeding fifteen percent of the amount payable, in respect of each and every item of cost for which the payment is claimed until the construction of the connecting link is satisfactorily completed.

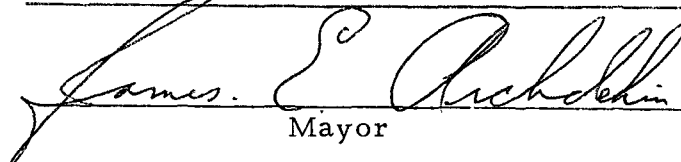
- 9.1 The Corporation shall keep a separate account of all expenditures related to the cost of the construction of the connecting link incurred by it, together with all documents and vouchers relating thereto, all engineering records relating to such construction, and make such account, documents, vouchers and engineering records available to the Minister for examination and audit, and give the Minister's representatives all reasonable assistance with such examination and audit.
- 9.2 The Corporation shall keep such account, documents, vouchers and engineering records intact for a period of five years from the end of the calendar year in which the construction of the connecting link was completed.
10. Where the construction of the connecting link is to be undertaken by the Minister:
- (a) the Minister will prepare plans and specifications therefor and such plans and specifications shall be subject to approval by the Corporation before any work is undertaken or tenders called for the performance thereof;
 - (b) where the work is to be done by contract, the Minister will call for public tenders and, where pre-qualification of the contractor is not required, will require the posting of an adequate performance bond, and the award of the contract shall be subject to approval by the Corporation; and
 - (c) at the request or with the consent of the Corporation, the Minister may include the construction of the connecting link as part of a contract for the performance of work on the King's Highway or on a Secondary Highway, or may let the same as a separate contract without further approval by the Corporation of the award of the contract.
- 11.1 Upon completion of the construction of the connecting link by the Minister, the Minister will submit to the Corporation a statement of the cost thereof, in such reasonable form and detail as the Corporation may require, and a statement of the amount of the Corporation's share under this Agreement of such cost.
- 11.2 Upon receipt of such statement, the Corporation will pay forthwith the amount of its share of such cost to the Minister.
12. If the Minister pays to the Corporation an amount that exceeds the amount payable under this Agreement, the Corporation shall refund the excess, and if the Corporation fails to do so, or fails to pay the full amount of its share, under this Agreement, of the cost of any work performed by the Minister, the Minister may, in addition to any other recourse, recover any such amount from amounts payable to the Corporation by the Province of Ontario on any account.
13. This Agreement shall not be construed as vesting in the Minister any proprietary interest in the street or streets comprising the connecting link, and the maintenance thereof shall be the responsibility of the Corporation and, save as herein otherwise provided, the Corporation shall indemnify and save harmless the Minister from and against all claims of any nature whatsoever arising from or out of or in connection with the construction and maintenance of the connecting link under this Agreement.
14. The Corporation hereby agrees to enact such by-laws as the Minister may deem necessary or appropriate to the safety and convenient passage of vehicular traffic upon the connecting link.

15. If this Agreement is approved or executed by either party before the effective date of the Order-In-Council designating the highway as a connecting link, such approval or execution shall be deemed to be preparatory and shall not come into effect until the effective date of such Order-In-Council; provided, however, that any work performed or payment made before that date but in accordance with the terms and true intent of this Agreement may, with the approval of the Minister, be treated as if such work had been performed or payment made after such date.
16. If The Act is repealed in whole or in part and other provisions are substituted by way of re-enactment, amendment, revision or consolidation, any reference in this Agreement to any repealed provisions shall, as regards any subsequent transactions, matter or thing hereunder be construed as a reference to the provision so substituted.
17. This Agreement may be terminated by either party giving notice of termination, by registered mail, to the other party and such termination shall take effect sixty days after the date of mailing of such notice; provided that upon the assumption of the whole or any part of the connecting link by the Minister as part of the King's Highway or a Secondary Highway, or upon the revocation of the Order-In-Council designating such highway, or any part thereof, as a connecting link, this Agreement shall cease to apply to such highway or to such part thereof, but, in the event of this Agreement being so terminated or ceasing to apply to the whole or any part of the connecting link, any expenditure made or undertaken by either party pursuant to this Agreement in respect of the connecting link or such part thereof, prior to the date of such event, shall be apportioned and paid by the respective parties in accordance with the terms of the Agreement.

IN WITNESSETH WHEREOF The Minister of
Transportation and Communications, on behalf of the Party of the First
Part, has hereunto set his hand, and the Party of the Second Part has
affixed its Corporate Seal attested by the hands of its proper officers duly
authorized in that behalf.


Minister

CORPORATION OF THE CITY OF BRAMPTON


Mayor


Clerk

(SEAL)