



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

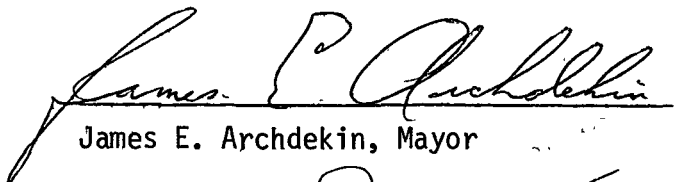
Number 156-78

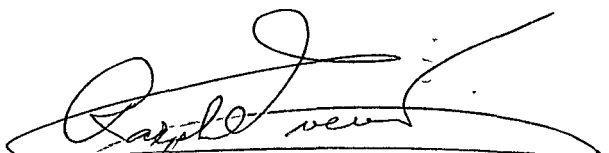
A By-law to authorize the execution of an Agreement between HER MAJESTY THE QUEEN, in right of the Province of Ontario represented by the Minister of Transportation and Communications for the Province of Ontario and The Corporation of the City of Brampton.
(CONSTRUCTION OF SANDALWOOD PARKWAY)

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

That the Mayor and the Clerk are hereby authorized to execute an Agreement between HER MAJESTY THE QUEEN, in right of the Province of Ontario represented by the Minister of Transportation and Communications for the Province of Ontario and The Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 17th day of July, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

THIS AGREEMENT MADE IN TRIPLICATE THIS DAY OF

ONE THOUSAND NINE HUNDRED AND SEVENTY-EIGHT.

B E T W E E N :

HER MAJESTY THE QUEEN, IN RIGHT
OF THE PROVINCE OF ONTARIO REPRESENTED
BY THE MINISTER OF TRANSPORTATION AND
COMMUNICATIONS FOR THE PROVINCE OF
ONTARIO,

HEREINAFTER REFERRED TO AS THE
"MINISTRY",

OF THE FIRST PART;

- AND -

THE CORPORATION OF THE CITY OF
BRAMPTON

HEREINAFTER REFERRED TO AS THE "CITY",
OF THE SECOND PART:

WHEREAS THE CITY HAS REQUESTED PERMISSION FROM THE MINISTRY TO CONNECT
TO THE KING'S HIGHWAY No. 10 THE STREET KNOWN AS SANDALWOOD PARKWAY WHICH
IS SHOWN ON A PLAN OF SUBDIVISION REGISTERED AT THE REGISTRY OFFICE FOR
THE REGISTRY DIVISION OF PEEL AS No. M-106.

AND WHEREAS THE MINISTRY HAS AGREED TO GRANT THE SAID REQUEST ON THE TERMS
AND CONDITIONS HEREINAFTER SET OUT.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE
PREMISES AND THE COVENANTS HEREIN CONTAINED THE PARTIES HERETO FOR
THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AGREE EACH WITH
THE OTHER AS FOLLOWS :

1. THAT UPON APPLICATION BEING MADE BY THE CITY, THE MINISTRY
SHALL ISSUE ANY NECESSARY ENCROACHMENT PERMITS AND AN ENTRANCEWAY
PERMIT TO ALLOW THE CITY TO CONSTRUCT THE CONNECTION OF
SANDALWOOD PARKWAY TO THE KING'S HIGHWAY NUMBER 10, IN THE LOCATION
SHOWN ON SCHEDULE "A";
2. THAT THE CITY AT ITS OWN COST AND EXPENSE WILL DESIGN AND PREPARE
ACCORDING TO THE SPECIFICATIONS AND STANDARDS OF THE MINISTRY THE
CONTRACT DRAWINGS AND DOCUMENTS REQUIRED FOR THE CONSTRUCTION OF
THE SAID INTERSECTION SHOWN ON SCHEDULE "A" ATTACHED HERETO,
INCLUDING IN CONJUNCTION THEREWITH:

- (A) THE WIDENING OF THE KING'S HIGHWAY NUMBER 10, INCLUDING CURB AND GUTTER AS SHOWN RESPECTIVELY ON SAID SCHEDULE "A",
- (B) A RIGHT-TURN PARALLEL LANE AND TAPER ON THE EAST SIDE OF THE KING'S HIGHWAY NUMBER 10 AT ITS INTERSECTION WITH SANDALWOOD PARKWAY AT THE LOCATION AS SHOWN ON SCHEDULE "A" ATTACHED HERETO,
- (C) A LEFT-TURN LANE AT THE INTERSECTION OF THE KING'S HIGHWAY NUMBER 10 WITH SANDALWOOD PARKWAY FOR SOUTHBOUND TRAFFIC ON THE KING'S HIGHWAY NUMBER 10 INCLUDING REMOVAL OF THE EXISTING CONCRETE MEDIAN ON HIGHWAY 10 AND REPLACEMENT WITH HOT MIX ASPHALT PAVEMENT AT THE LOCATION AS SHOWN ON SCHEDULE "A",
- (D) THE INSTALLATION OF UNDERPAVEMENT DUCTS, CONCRETE MANHOLES, TRAFFIC SIGNAL POLES AND ILLUMINATION REQUIRED FOR THE INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION,
- (E) NECESSARY GRADING DRAINAGE AND SODDING REQUIRED TO ACCOMMODATE THE LANES AND WIDENING REFERRED TO IN SUB PARAGRAPHS (A), (B), (C) AND (D) ABOVE.

THE SAID DRAWINGS AND DOCUMENTS TO BE APPROVED IN WRITING BY THE MINISTRY, AS REPRESENTED BY THE DIRECTOR, CENTRAL REGION.

3. THAT THE CITY AT ITS OWN COST AND EXPENSE WILL CONSTRUCT THE WORK AS DETAILED IN THE CONTRACT DRAWINGS AND DOCUMENTS MENTIONED IN CLAUSE 2 ABOVE;
4. THAT THE CITY WILL AT ITS OWN COST AND EXPENSE BE RESPONSIBLE FOR THE RELOCATION OF ANY AERIAL OR BURIED UTILITIES WHICH IN THE OPINION OF THE MINISTRY AS REPRESENTED BY ITS DIRECTOR, CENTRAL REGION, IS REQUIRED IN CONNECTION WITH THE WORK TO BE DONE UNDER THIS AGREEMENT.
5. THAT THE CONSTRUCTION WORK REQUIRED TO BE DONE BY THE CITY UNDER CLAUSE 3 HEREIN SHALL BE INSPECTED AND APPROVED BY THE MINISTRY, AND THE CITY SHALL GIVE THE MINISTRY AT LEAST TWO WEEKS' NOTICE PRIOR TO THE COMMENCEMENT OF THE WORK TO BE DONE BY THE CITY;
6. THAT THE CITY SHALL PREPARE A PLAN FOR TRAFFIC CONTROL DURING THE CONSTRUCTION OF THE WORK AS SET OUT IN CLAUSES THREE AND FOUR OF THIS AGREEMENT, SUCH PLAN TO BE IN ACCORDANCE WITH THE MINISTRY'S

STANDARDS AND PROCEDURES AND TO BE APPROVED IN WRITING BY THE MINISTRY, AS REPRESENTED BY THE DIRECTOR, CENTRAL REGION AND THAT DURING THE SAID CONSTRUCTION, THE MUNICIPALITY WILL BE FULLY RESPONSIBLE FOR THE MAINTENANCE OF TRAFFIC CONTROL SAFETY INCLUDING ANY SUPPLYING AND INSTALLING OF WARNING SIGNS AS MAY BE REQUIRED BY THE MINISTRY;

7. THAT THE MINISTRY AT THE COST AND EXPENSE OF THE CITY SHALL DO ALL NECESSARY ZONE PAINTING AT THE INTERSECTION OF SANDALWOOD PARKWAY WITH THE KING'S HIGHWAY NUMBER 10;
8. THAT THE MINISTRY AT THE COST AND EXPENSE OF THE CITY SHALL INSTALL A TRAFFIC SIGNAL CONTROL SYSTEM AT THE INTERSECTION;
9. THAT THE CITY WILL PAY THE MINISTRY FOR THE MINISTRY'S COST TO INSPECT THE WORK TO BE PERFORMED BY THE CITY UNDER THIS AGREEMENT AND ALSO FOR THE MINISTRY'S COST FOR THE ZONE PAINTING REQUIRED TO BE DONE BY IT UNDER CLAUSE SEVEN AND FOR THE MINISTRY'S COST FOR THE TRAFFIC SIGNAL SYSTEM REQUIRED TO BE INSTALLED UNDER CLAUSE EIGHT ABOVE, TOGETHER WITH SURCHARGES AS HEREINAFTER DEFINED, BUT PROVIDED THAT IN ANY EVENT THE TOTAL AMOUNT REQUIRED TO BE PAID BY THE MUNICIPALITY SHALL NOT EXCEED \$35,000.00.
10. THAT THE SURCHARGES MENTIONED IN CLAUSE NINE ABOVE ARE AS FOLLOWS :
 - (A) 21 PERCENT OF THE SALARIES AND WAGES OF THE MINISTRY'S PERSONNEL ENGAGED IN INSPECTION AT THE SITE OF CONSTRUCTION;
 - (B) 10 PERCENT OF THE TRAVELLING EXPENSES OF THE MINISTRY'S PERSONNEL ENGAGED IN INSPECTION AT THE SITE OF CONSTRUCTION, AND
 - (C) 10 PERCENT OF THE COST OF ZONE PAINTING;
11. THAT THE MINISTRY SHALL INVOICE THE CITY FROM TIME TO TIME FOR THE MINISTRY'S INSPECTION CHARGES INCLUDING SURCHARGES AND FOR THE COST TO THE MINISTRY FOR ZONE PAINTING AND TRAFFIC SIGNAL INSTALLATION AT THE SAID INTERSECTION AND THEREUPON THE CITY SHALL PAY TO THE MINISTRY THE AMOUNT OR AMOUNTS OF SUCH INVOICES WITHIN A PERIOD OF 60 DAYS FROM THE RECEIPT THEREOF, IT BEING AGREED AND UNDERSTOOD BETWEEN THE PARTIES HERETO THAT THE MAXIMUM AMOUNT TO BE CHARGED THE CITY FOR THE SAID INSPECTION AND ZONE PAINTING INCLUDING SURCHARGES, SHALL NOT EXCEED THE SUM OF \$35,000.00;

- 12. THAT IT IS AGREED AND UNDERSTOOD BETWEEN THE PARTIES HERETO THAT THE WORK REQUIRED TO BE DONE BY THE CITY UNDER THIS AGREEMENT SHALL BE COMPLETED WITHIN 60 WORKING DAYS FROM THE COMMENCEMENT OF SUCH WORK AND THAT IN ANY EVENT THE SAID WORK WILL BE COMMENCED NOT LATER THAN NOVEMBER 1, 1978 AND COMPLETED ON OR BEFORE DECEMBER 1, 1978;
- 13. THE CITY ACKNOWLEDGES THAT IN THE EVENT IT WISHES TO EXTEND SANDALWOOD PARKWAY TO THE WEST OF THE KING'S HIGHWAY No. 10, THAT THE INTERSECTION IMPROVEMENTS AND MODIFICATIONS TO THE TRAFFIC SIGNAL SYSTEM ALL AS SHOWN ON SCHEDULE "B" ATTACHED HERETO WILL BE REQUIRED BY THE MINISTRY AT NO COST TO THE MINISTRY AS A CONDITION OF THE MINISTRY ISSUING THE NECESSARY PERMITS FOR SUCH EXTENSION.
- 14. THAT THE CITY INDEMNIFIES AND SAVES HARMLESS THE MINISTRY FROM AND AGAINST ANY CLAIM, ACTION, CAUSE OF ACTION OR LIABILITY, FOR LOSS, DAMAGE, ACCIDENT OR INJURY IN ANY MANNER ARISING DUE TO, OUT OF, FROM OR IN CONNECTION WITH THE WORK UNDERTAKEN AND PERFORMED BY THE CITY OR ITS AGENTS UNDER THIS AGREEMENT.
- 15. AND THE CITY WARRANTS THAT IT HAS TAKEN ALL NECESSARY STEPS, DONE ALL ACTS, PASSED ALL BY-LAWS AND OBTAINED ALL APPROVALS REQUIRED TO GIVE IT THE AUTHORITY TO ENTER INTO THIS AGREEMENT;

THIS AGREEMENT SHALL ENURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF THE MINISTER OF TRANSPORTATION AND COMMUNICATIONS (ONTARIO) ON BEHALF OF THE PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND AND THE PARTY OF THE SECOND PART HAS HEREUNTO AFFIXED ITS CORPORATE SEAL UNDER THE HANDS OF ITS PROPER OFFICERS DULY AUTHORIZED IN THAT BEHALF.

SIGNED AND SEALED THIS _____ DAY OF _____ A.D. 1978.

MINISTRY OF TRANSPORTATION AND COMMUNICATIONS (ONTARIO)

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archibald

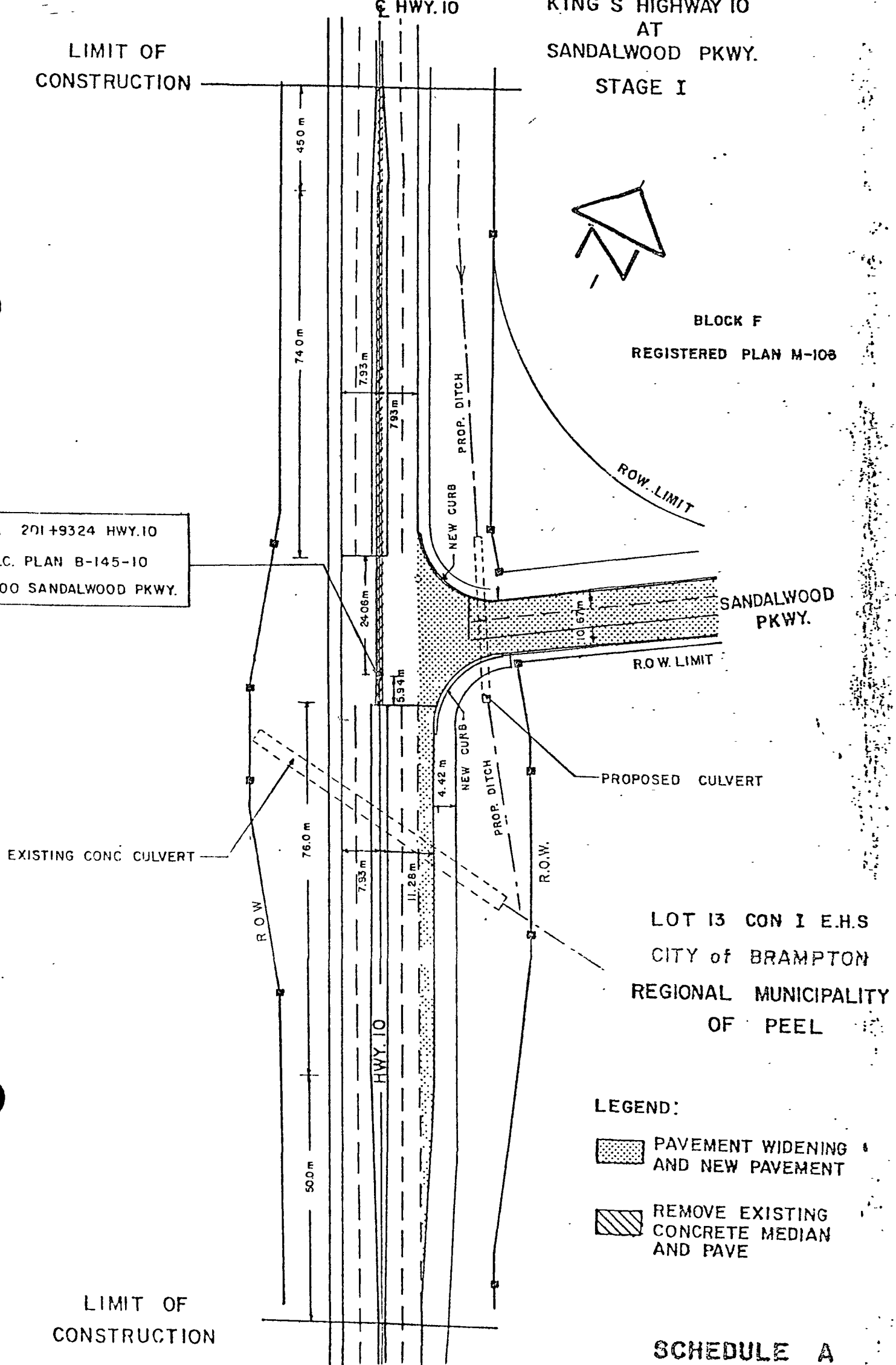
 Mayor
[Signature]



 Dep. Clerk

KING'S HIGHWAY 10
AT
SANDALWOOD PKWY.
STAGE I

BLOCK F
REGISTERED PLAN M-108

STA 201+9324 HWY.10
M.T.C. PLAN B-145-10
+0+00 SANDALWOOD PKWY.



- LEGEND:
-  PAVEMENT WIDENING AND NEW PAVEMENT
 -  REMOVE EXISTING CONCRETE MEDIAN AND PAVE

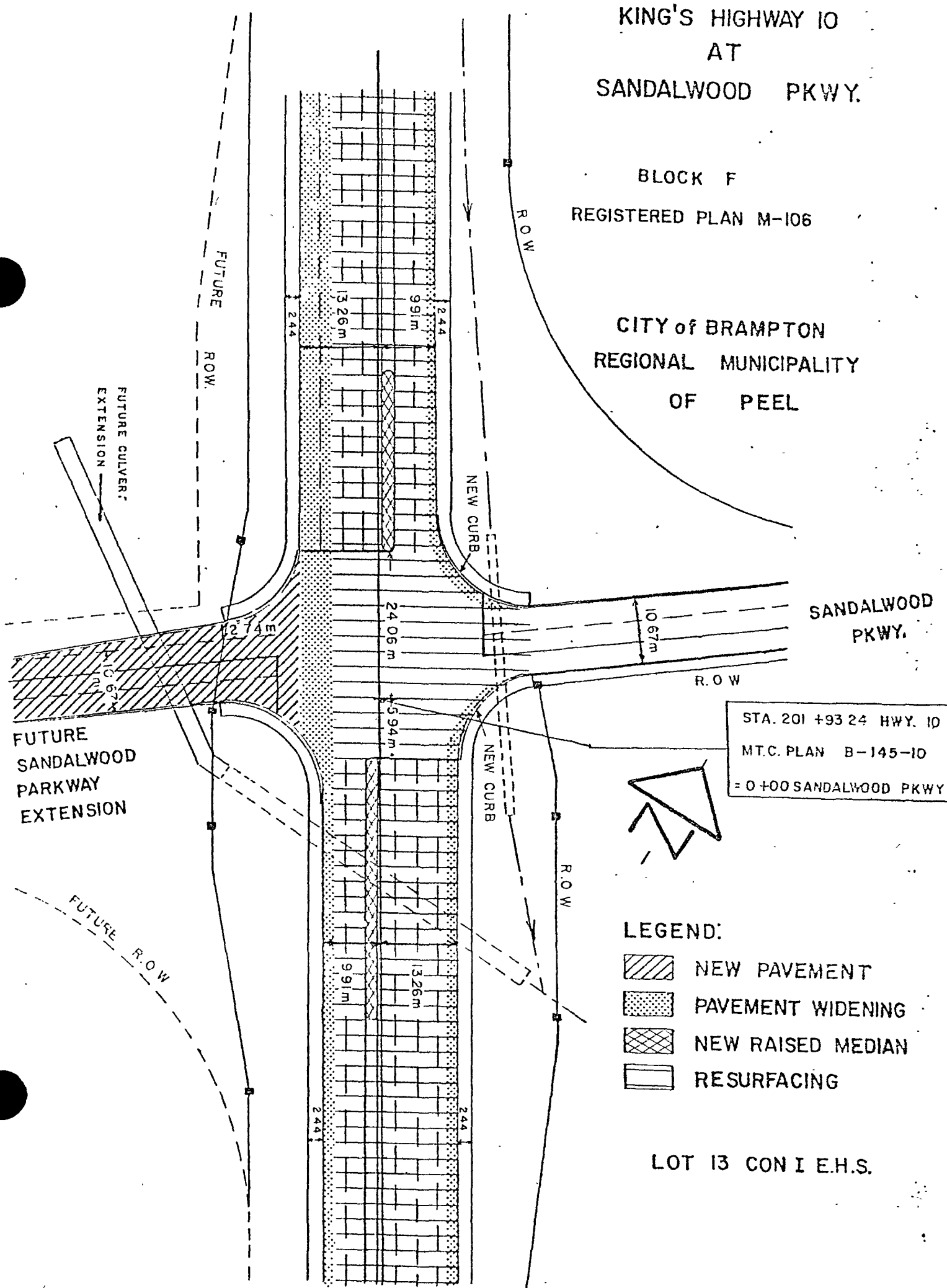
SCHEDULE A

NOT TO SCALE





KING'S HIGHWAY 10
AT
SANDALWOOD PKWY.

BLOCK F
REGISTERED PLAN M-106

CITY of BRAMPTON
REGIONAL MUNICIPALITY
OF PEEL



STA. 201 +93 24 HWY. 10
M.T.C. PLAN B-145-10
= 0 +00 SANDALWOOD PKWY

- LEGEND:**
-  NEW PAVEMENT
 -  PAVEMENT WIDENING
 -  NEW RAISED MEDIAN
 -  RESURFACING

LOT 13 CON I E.H.S.

SCHEDULE B
NOT TO SCALE

HWY. 10

PASSED July 17th 19 78



BY-LAW

No. 156-78

Being a By-law to authorize the execution of an Agreement between HER MAJESTY THE QUEEN, in right of the Province of Ontario represented by the Minister of Transportation and Communications for the Province of Ontario and The Corporation of the City of Brampton.

(CONSTRUCTION OF SANDALWOOD PARKWAY)