



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 193-78

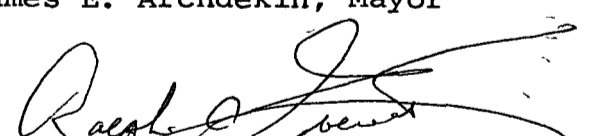
A By-law to authorize the execution of an Agreement between Her Majesty the Queen, in right of the Province of Ontario represented by the Minister of Transportation and Communications for the Province of Ontario and The Corporation of the City of Brampton.
(CONSTRUCTION OF SANDALWOOD PARKWAY)

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

1. 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".
2. That By-law No. 156-78, passed on July 17th, 1978 be and is hereby repealed.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 14th day of August, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

M E M O R A N D U M

O F

A G R E E M E N T

Dated: August 4th, 1978

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

Subject:

Connection of Sandalwood Parkway to
King's Highway No. 10, The Corporation
of the City of Brampton, Regional
Municipality of Peel

THIS AGREEMENT made in triplicate this fourth day of August, 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,

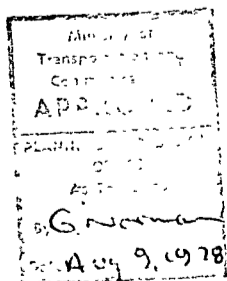
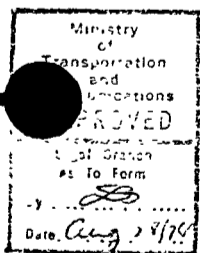
hereinafter referred to as the "City",

OF THE SECOND PART:

WHEREAS the City has requested permission from the Ministry to connect Sandalwood Parkway which is shown on Plan of Subdivision registered in the Registry Office for the Registry Division of Peel as No. M-106, to the King's Highway No. 10 (hereinafter referred to as "the connection") and the Ministry has agreed to grant such request upon 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 said connection at the location shown on Schedule "A" attached hereto;
2. That the City at its own cost and expense will design and prepare according to the specifications and standards of the

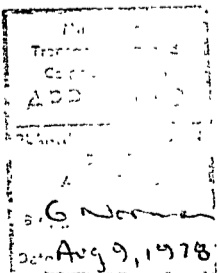
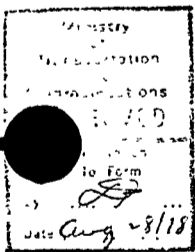


Ministry the contract drawings and documents required for the construction of the said intersection as shown on Schedule "A" attached hereto, including in conjunction therewith:

- (a) The widening of the King's Highway Number 10, including curb and gutter, and a right-turn parallel lane and taper on the east side of the King's Highway Number 10 at its intersection with Sandalwood Parkway as shown respectively on said Schedule "A";
- (b) 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";
- (c) The installation of underpavement ducts, concrete manholes, traffic signal poles and illumination required for the installation of traffic signals at the intersection;
- (d) Necessary grading, drainage and sodding required to accommodate the lanes and widening referred to in sub-paragraphs (a) and (b);

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 design, supply and 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;

Ministry
of
Transportation
&
Communications
APPROVED
Local Branch
To Form
23/78

Ministry
of
Transportation
&
Communications
APPROVED
G. Norman
23 Aug 9 1978

10. That the surcharges mentioned in Clause nine above are as follows:—

- (a) 21 per cent of the salaries and wages and 10 per cent of the travelling expense of the Ministry's personnel engaged in inspection at the site of construction;
- (b) 21 per cent of the salaries and wages and 10 per cent of the travelling expenses of the Ministry's personnel engaged in the design and installation of the traffic signal system;
- (c) 26 per cent of the cost of materials supplied from Ministry's stock for the installation of the traffic signal system;
- (d) 13 per cent of the cost of materials required to be purchased by the Ministry for the installation of the traffic signal system;
- (e) 10 per cent of the cost of zone painting;

11. That the Ministry shall invoice the City from time to time for the Ministry's inspection charges, for the cost to the Ministry for zone painting, and for the traffic signal design, supply and installation at the said intersection, including all applicable surcharges 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, zone painting, traffic signal design supply and installation, 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;

Ministry
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Transportation
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1225
to
City
Date Aug 23/78

Ministry
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1225
to
City
Date Aug 9, 1978

- 13. That upon the installation of the underpavement ducts, concrete-manholes, traffic signal poles and illumination as required to be done by the City under this Agreement, the City shall then be responsible for the maintenance and the operating and energy costs of the illumination;
- 14. That the City hereby agrees to and with the Ministry, that if in the future the City wishes to extend Sandalwood Parkway to the west of the King's Highway No. 10, that as a condition of the Ministry granting a permit therefor, that the requirements as to improvements and modifications to the intersection as set out in Schedule "B" attached hereto shall be constructed at no cost to the Ministry;
- 15. 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;
- 16. 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

Ministry
of
Transportation
&
Communications
APPROVED
Legal Branch
As To Form
J.L.
Aug 28/78

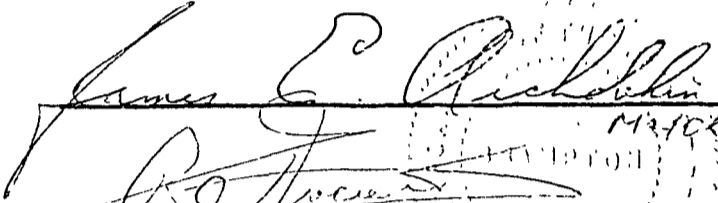
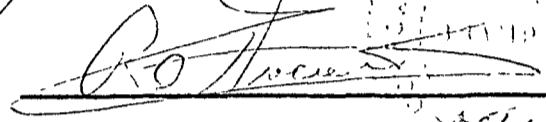
C. N...
Aug 9, 1978

of its proper officers duly authorized in that behalf.

SIGNED AND SEALED this 30TH day of AUGUST A.D. 1978.


MINISTER OF TRANSPORTATION
AND COMMUNICATIONS (ONTARIO)

THE CORPORATION OF THE
CITY OF BRAMPTON



MAJOR
ACTING CLERK

Ministry
of
Transportation
and
Communications
As To Form
Date Aug. 26, 1978

ENorm
Aug 9, 1978

KING'S HIGHWAY 10
AT
SANDALWOOD PKWY.
STAGE I

BLOCK F

REGISTERED PLAN M-106

STA. 201+93.24 HWY.10
M.T.C. PLAN B-145-10
=0+00 SANDALWOOD PKWY.



EXISTING CONC. CULVERT

SANDALWOOD
PKWY.

PROPOSED CULVERT

LOT 13 CON I E.H.S
CITY of BRAMPTON
REGIONAL MUNICIPALITY
OF PEEL

LEGEND:

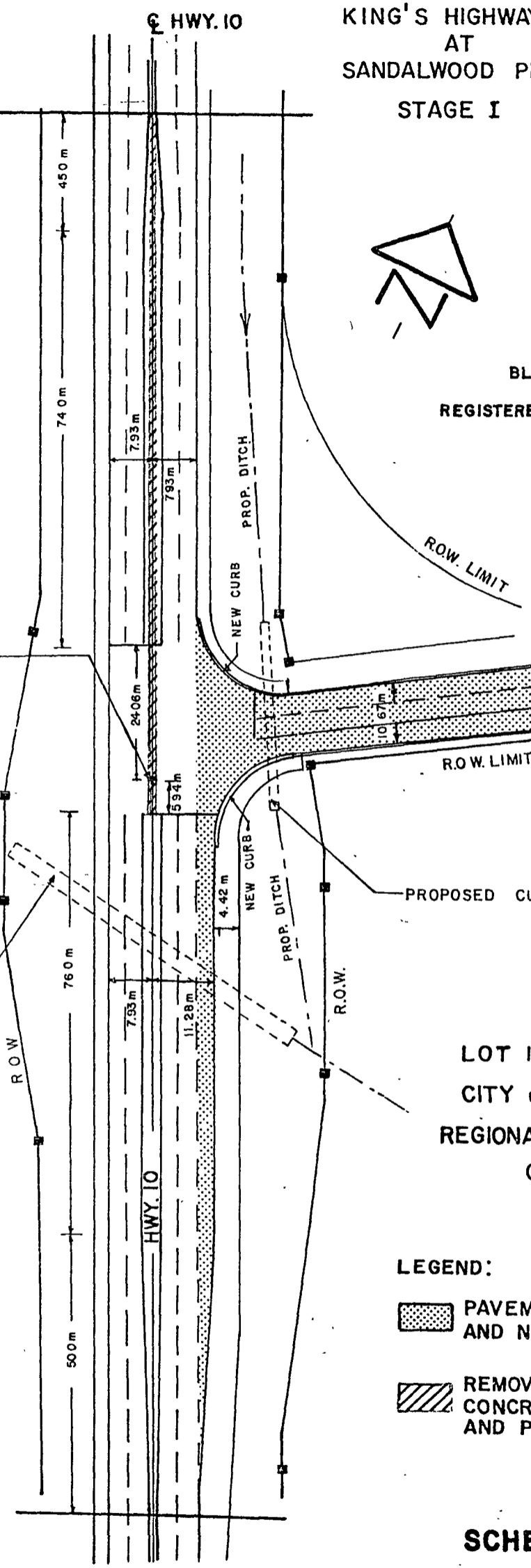
-  PAVEMENT WIDENING AND NEW PAVEMENT
-  REMOVE EXISTING CONCRETE MEDIAN AND PAVE

SCHEDULE A

NOT TO SCALE

LIMIT OF
CONSTRUCTION

LIMIT OF
CONSTRUCTION

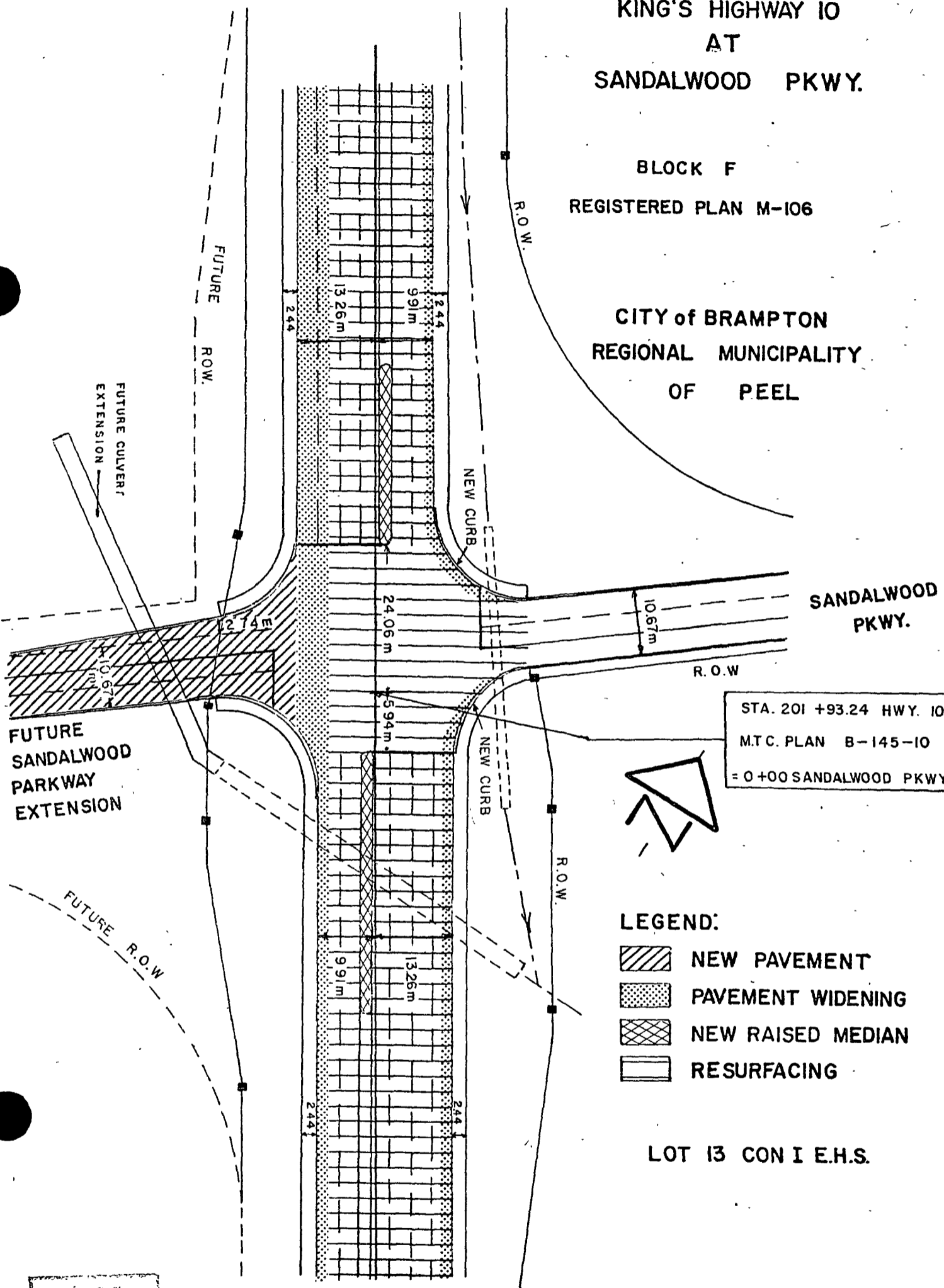


Approved
of
Transferred and
during the
APPROVED
PLANNING DEPARTMENT
OF
A.T. To
E.G.
20th Aug 9, 1978

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

Checked by
T. J. ... and
C. ...
AUG 10 1978
City of Brampton
Regional Municipality of Peel
P. G. ...
Aug 9, 1978

ED August 14th 19 78



BY-LAW

No. 193-78

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)