

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 211-75

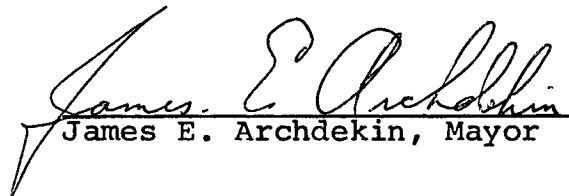
A By-law to authorize the execution
of an Agreement between The
Corporation of the City of Brampton
and The Peel Board of Education.

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
The Corporation of the City of Brampton
and The Peel Board of Education, attached
hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 10th day of November, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS AGREEMENT made in duplicate this **1st**
day of **October** 1975

B E T W E E N :

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the City

OF THE FIRST PART

A N D

THE PEEL BOARD OF EDUCATION

hereinafter called the Board

OF THE SECOND PART

WHEREAS the City of Brampton is the owner of certain lands at the north-east corner of Rutherford Road and Vodden Street;

AND WHEREAS the Board of Education has an option to purchase certain other lands abutting the lands of the City;

AND WHEREAS the Parties are desirous of entering into this agreement to provide for the exchange of certain lands and the integration of buildings and facilities by the Board and the City;

NOW THEREFORE the Parties hereto agree as follows:

1. The Board has an option to purchase the lands outlined in green on Schedule "A" to this agreement and the City is the owner of the balance of the lands shown on Schedule "A". The

Board will provide the City with a deed to the lands outlined in green and the City will convey to the Board the lands outlined in red subject to an easement for combined sanitary sewer, water and hydro services as shown crossing the lands outlined in red and also subject to an easement for hydro services as also shown on the lands outlined in red, provided that the lands outlined in green and the lands outlined in red are equal in area.

2. The Board will arrange for the preparation of the necessary surveys and 'R' plans required to implement the exchange of lands provided for in paragraph 1 of this agreement and the City shall reimburse the Board for fifty per cent (50%) of the surveyor's costs in this regard.

3. In erecting the proposed school, the Board shall construct all walls of the school building which abut walls of the existing community centre with at least a two-hour fire separation rating and in accordance with all building requirements in effect in the City of Brampton.

4. Prior to the construction of the proposed school, the Board will relocate the double-man door at the north-west corner of the arena to a location near the south-west corner of the arena exiting on the new school service road and will close off the opening in the existing concrete wall. The Board will also construct a set of stairs from the bleacher level exit at the south-west corner of the arena and will grant the City an easement for the maintenance of the said stairs and to permit people to exit from the arena via the said stairs in cases of emergency only.

5. It is the intention of the Parties that the City will build a pool in the approximate location shown on Schedule "A" and that the City will construct all necessary corridors in connection with the pool construction and will connect the corridor system of the pool to the rear door of the school. In the event that the pool is constructed by the City prior to the construction of the proposed additional gymnasium by the Board, the Board will share in the costs of the portion of the westerly wall of the pool which is intended to abut on the proposed gymnasium.

6. The City will provide a new parking area for forty-four (44) cars in the approximate location shown on Schedule "A" and the Board will provide a parking area for forty (40) cars in the approximate location shown on Schedule "A".

7. The City will construct tennis courts in the approximate location shown on Schedule "A" and will be responsible for all costs thereof including the provision of a twelve foot (12') high wire fence around the tennis courts with service access gate.

8. The City shall construct one soccer field, one baseball diamond, one soft-ball diamond and two multi-purpose playing fields in the approximate locations shown on Schedule "A" to the standards and specifications of the City and the Board will pay to the City the sum of **Thirty-Four Thousand and Sixty (\$34,060.00)** Dollars which is the approximate cost of the playing fields which the Board would otherwise provide.

9. The City will install water and sanitary sewage services in the easement in the location shown on Schedule "A" and the Board will be allowed to connect to the said services at the location indicated on Schedule "A". The City will also construct

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the underground electrical services required for the school and the playing fields from the existing transformer vault at the south-west corner of the arena in the location shown on Schedule "A" and provision will be made for the Board to connect into the service at the appropriate location. In respect of all of the services installed by the City, the Board will reimburse the City to the extent of Fifteen Thousand Nine Hundred and Eighty-Five (\$15,985.00) which is the estimated cost of the services which the Board would normally be required to provide.

10. The proposed northern limit of the School Board building contract is the north edge of the walkway and paved area as shown on Schedule "A" and the City will be responsible for the construction of all playing fields lying north of the paved play area and walkway. All playing fields shall be constructed to the standards of the City and it shall be in the discretion of the City to provide lighting and fencing where deemed necessary by the City. The Board may in its discretion erect a six-foot (6') wire fence at the northerly limit of the property outlined in red where it abuts residential properties to the north and along the property line abutting Rutherford Road as deemed necessary by the Board.

11. It is the intention of the Parties hereto that a further agreement shall be entered into to provide for the joint use of some or all of the buildings, parking lots, playing fields and other facilities shown on Schedule "A" hereto.

12. This agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have affixed their corporate seals attested to by their officers duly authorized in that regard.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin

JAMES E. ARCHDEKIN MAYOR

Kenneth R. Richardson

KENNETH R. RICHARDSON CLERK

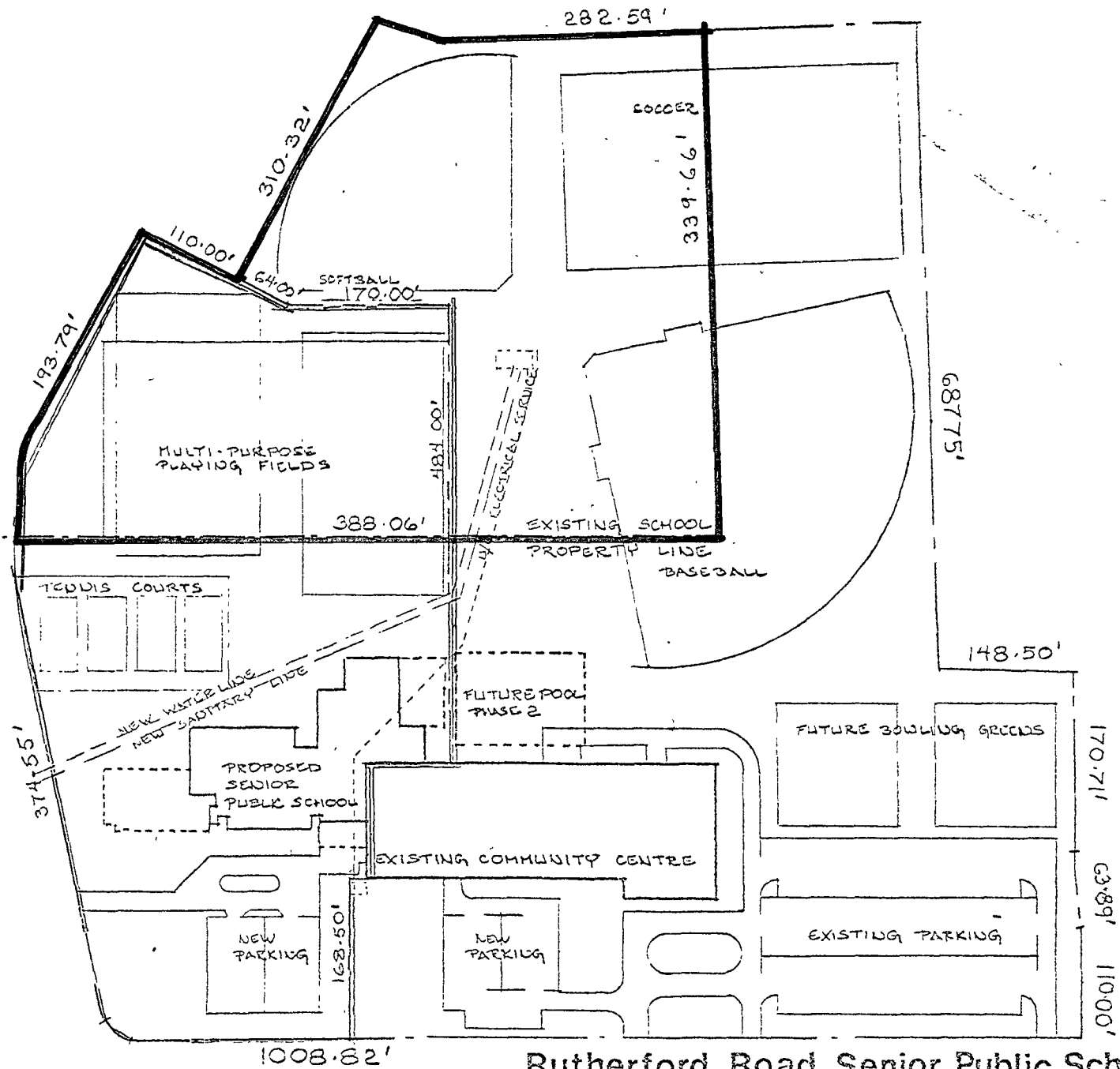
THE PEEL BOARD OF EDUCATION

John H. Brown

Superintendent of Business Affairs

Edith H. [unclear]

Chairman



Rutherford Road Senior Public School

**DUNLOP
FARROW
AITKEN**

architects
engineers
& planners



DATED

THE CORPORATION OF THE
CITY OF BRAMPTON

and

THE PEEL BOARD OF
EDUCATION

AGREEMENT

Judith E. Hendy
City Solicitor
City of Brampton
24 Queen St. East
Brampton Ontario

L6V 1A4