



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

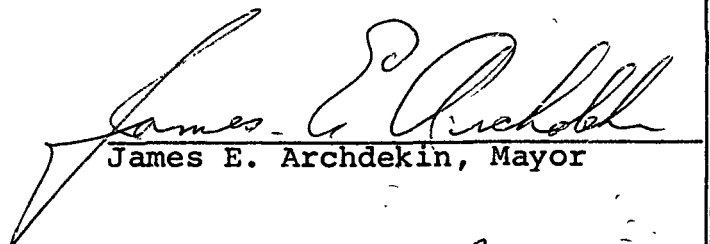
Number 231-77

To Authorize the execution of an Agreement between The Corporation of the City of Brampton and The Corporation of the City of Mississauga and The Regional Municipality of Peel and The Minister of Transportation and Communications.

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 The Corporation of the City of Brampton and the Corporation of the City of Mississauga and The Regional Municipality of Peel and the Minister of Transportation and Communications, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of September, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

PASSED September 12 1977



BY-LAW

No. 231-77



MINISTRY OF TRANSPORTATION AND COMMUNICATIONS

DATE: June 30, 1977

DOCUMENT: Agreement

BETWEEN: HER MAJESTY THE QUEEN in right of the Province of Ontario as represented by the Minister of Transportation and Communications

-and-

THE REGIONAL MUNICIPALITY OF PEEL

-and-

THE CORPORATION OF THE CITY OF BRAMPTON

-and-

THE CORPORATION OF THE CITY OF MISSISSAUGA

SUBJECT: Traffic Operations Study

Highway No.

District: #6 - Toronto

Branch: Legal Services and Traffic Engineering Office

MEMORANDUM OF AGREEMENT made in quintuplicate
this thirtieth day of June, A.D.1977,

BETWEEN: HER MAJESTY THE QUEEN in right of the Province
of Ontario as represented by the Minister of
Transportation and Communications,
hereinafter referred to as the "Minister"

OF THE FIRST PART,

-and-

THE REGIONAL MUNICIPALITY OF PEEL,
hereinafter referred to as the "Region"

-and-

THE CORPORATION OF THE CITY OF BRAMPTON,
hereinafter referred to as "Brampton"

-and-

THE CORPORATION OF THE CITY OF MISSISSAUGA,
hereinafter referred to as "Mississauga"

OF THE SECOND PART.

WHEREAS the parties hereto propose to carry out a
Traffic Operations Study of portions of the roads under the
jurisdiction of the Region, Brampton and Mississauga,
respectively, hereinafter referred to as the "study";

AND WHEREAS Brampton and Mississauga requested the
Region to retain Read, Voorhees & Associates Limited to carry
out the study and prepare a report in accordance with Proposals
dated November 1976, December 1976 and May 1977, submitted to
a Committee composed of representatives of the Region, Brampton
and Mississauga:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in
consideration of the premises and the covenants hereinafter
contained, the parties hereto, for themselves and their
respective successors and assigns hereby agree each with the
other as follows:

1. That the Region has entered into an agreement dated
the 23rd June, 1977, with Read, Voorhees & Associates
Limited, hereinafter referred to as the "Consultant"
to prepare the report in accordance with the Consultant's
methods and estimate of costs as set out in Schedule "A"
attached hereto and forming part of this agreement.

2. That there shall be a Technical Co-Ordinating Committee, hereinafter referred to as the "Committee", composed of at least two (2) appointees by the Minister, three (3) appointees by the Region, and one (1) appointee each from the City of Mississauga and City of Brampton, one of whom shall chair the Committee.
3. That the preparation of the report shall be under the general direction of the Committee who shall advise the Region as to the use of the Region's staff or the use of a Consultant in the preparation of the report.
4. That the Minister will,
 - (a) Make available to the Region, at no expense to the Region, for the purposes of the report, his existing library of computer programmes and techniques;
 - (b) Reimburse the Region for seventy-five percent (75%) of the costs of the report which is One Hundred and Twenty-Two Thousand, Three Hundred Dollars (\$122,300.00) namely, a sum up to but not in excess of Ninety-One Thousand, Seven Hundred and Twenty-Five Dollars (\$91,725.00), provided:
 - (i) invoices for the study shall be approved by the Committee and paid by the Region,
 - (ii) invoices shall be submitted to the Minister in such form and detail as the Minister shall require,
 - (iii) the cost to which the Minister will contribute shall not include any item which the Minister does not consider an integral part of the study.
5. That data obtained from the study shall be tabulated and a report, hereinafter referred to as the "report" prepared for the improvement of the traffic operations of the road systems of the Region, Brampton and Mississauga.
6. That the Region shall,
 - (i) Make progress payments to the Consultant as they become due and payable;

- (ii) Compensate the Minister as determined by the Minister for time spent by Staff of the Minister in processing any data or handling any matter which is not considered by the Minister to be the responsibility of the Minister in respect to the traffic problems of the Parties of the Second Part;
 - (iii) Pay to the Minister 75% of all moneys derived from the sale or other disposal of the report or any part thereof;
 - (iv) Supply the Minister with 18 copies of the report free of charge.
7. That the Region shall keep a detailed and separate account and record of all receipts and expenditures relating to the cost of the study and report together with supporting documents and make the same available to the Minister for examination or audit upon request.
 8. That Brampton and Mississauga shall pay to the Region their respective shares of the cost of the study and report upon receipt of an invoice therefor approved by the Technical Coordinating Committee.
 9. That the Region shall retain intact all data and records, statistical and technical information and charts relating to and culminating in the report, its analysis, recommendations and conclusions for a period of five (5) years from the end of the calendar year in which the report was completed.
 10. That this agreement may be terminated at any time by either party by the giving of fifteen (15) days notice in writing to the other party.
 11. That the Parties of the Second Part warrant that they have passed all by-laws and obtained all approvals necessary to authorize the said Parties of the Second Part to enter into this agreement.

IN WITNESS WHEREOF the Minister of Transportation

and Communications on behalf of the party of the First Part has hereunto set his hand and the parties of the Second Part have affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

SIGNED AND SEALED this 27th day of October A.D. 1977.

[Signature]

Minister of Transportation and Communications

THE REGIONAL MUNICIPALITY OF PEEL

[Signature]

Chairman

[Signature]

Clerk

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]

Mayor

[Signature]

Clerk

THE CORPORATION OF THE CITY OF MISSISSAUGA

ACTING

[Signature]

Mayor

[Signature]

Clerk

Document Execution
Authorized by
City of Mississauga

By-Law No. 596-77

APPROVED
AS TO FORM
City Solicitor
MISSISSAUGA
SAC
M.R. 11 10 77

AUTHORIZATION BY-LAW
NUMBER 133-77
PASSED BY THE REGIONAL
COUNCIL OF THE 11
DAY OF August 1977

SCHEDULE "A"

Region of Peel - Part A

Collection of Data and Analysis	\$ 20,000
Solutions and Recommendations	10,000
Preparation of Final Report	3,500
Cost of Preparing Appraisal	<u>1,500</u>
Sub-Total	\$ 35,000

City of Brampton - Part B

	<u>Brampton</u>	<u>Consultant</u>
Collection of Data and Analysis	\$ 3,300	\$ 12,500
Solutions and Recommendations		6,500
Preparation of Final Report		3,500
Cost of Preparing Appraisal	<u>3,300</u>	<u>1,500</u>
		24,000
		<u>3,300</u>
Sub-Total		\$ 27,300

City of Mississauga - Part C

Collection of Data and Analysis	\$ 42,000
Solutions and Recommendations	13,000
Preparation of Final Report	3,500
Cost of Preparing Appraisal	<u>1,500</u>
Sub-Total	\$ 60,000

Part A Sub-Total	\$ 35,000
Part B Sub-Total	\$ 27,300
Part C Sub-Total	<u>\$ 60,000</u>

GRAND TOTAL \$122,300

That the sharing of the cost of the study and report set out above is subject to adjustment in the event that less work is carried out in any of the Municipalities than is contemplated herein as determined by the Technical Co-Ordinating Committee.