



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

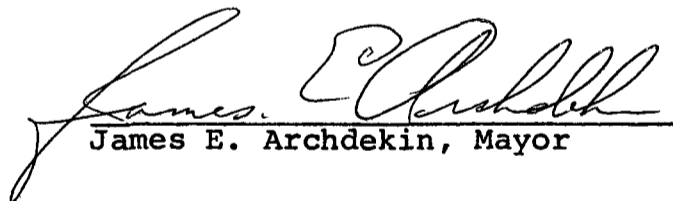
Number 98-77

A By-law to authorize the execution of an Agreement between Her Majesty The Queen, in right of the Province of Ontario, as represented by the Minister of Transportation & Communications and The Corporation of the City of Brampton.

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, as represented by the Minister of Transportation & Communications 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 9th day of May, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk



MINISTRY OF TRANSPORTATION AND COMMUNICATIONS

DATE: April 20, 1977

DOCUMENT: Agreement Up-Date

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

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

SUBJECT: Road Needs Study - (McCormick, Rankin & Associates
Limited) Consulting Engineers

Highway No.

District: #6 - Toronto

Branch: Office of Legal Services & Municipal Roads Office

MEMORANDUM OF AGREEMENT made in triplicate this
twentieth day of April, 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 CORPORATION OF THE CITY OF BRAMPTON,
in The Regional Municipality of Peel,

hereinafter referred to as the "Municipality"

OF THE SECOND PART

WHEREAS the Municipality entered into an agreement dated the 15th day of February, 1977 with McCormick, Rankin & Associates Limited, a firm of Consulting Engineers, incorporated under the laws of the Province of Ontario, having its head office at 60 Briarwood Avenue, Mississauga, Ontario, hereinafter referred to as the "Consultant", to carry out a Road Needs Study Up-date;

AND WHEREAS the Study will investigate the ten (10) year improvement needs of the road system, estimate the cost of construction needs, establish road improvement priorities, evaluate the present recording system of maintenance expenditures, and prepare a summary report of the findings in accordance with the "Methods Manual, Municipal Road Systems Needs Measurements" and the "Inventory Manual, Municipal Roads and Structures" prepared by the Ministry of Transportation and Communications;

AND WHEREAS the Municipality has requested the Minister to contribute toward the cost of the Study and Report:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto agree as follows:

1. That the Minister and the Municipality shall appoint representatives to a Study Committee responsible for the general direction of the Study.
2. That the Minister shall contribute a sum of money up

to 75% of the cost of the Study which is Fifteen Thousand, Five Hundred Dollars (\$15,500.00), namely, a sum of money up to but not in excess of Eleven Thousand, Six Hundred and Twenty-Five Dollars (\$11,625.00).

3. That the Minister shall not contribute to the cost of any item of work that in the opinion of the Minister, is not an integral part of the Study.
4. That the Minister shall pay to the Municipality upon receipt of an invoice or invoices approved by the Study Committee, paid by the Municipality, in such form and detail as the Minister may require, the share of the cost of the Study and Report attributable to the Minister.
5. That the Municipality shall obtain from the Consultant all records, plans, statistics and data collected or produced in the course of making the Study and Report and make the same available to the Minister upon written request so to do.
6. That the Municipality shall keep a separate account of all expenditures relating to the Study and Report incurred by it together with supporting documents, vouchers, receipts, statements and records connected therewith and make the same available to the Minister for examination or audit and assist the Minister with such examination or audit.
7. That the Municipality shall require that the Consultant keep a detailed record of the hours worked by its staff in carrying out the Study and that the Minister may inspect and audit the books, payrolls, accounts and records of the Consultant at any time with respect to any item which the Minister is required to pay either directly or indirectly pursuant to this agreement.
8. That the Municipality will keep the records, plans, statistics and data collected or produced in the course of making the Study and Report intact and

available to the Minister for a period of five (5) years from the end of the calendar year in which the Study and Report were completed.

9. That the Municipality shall require the Consultant to prepare a report of the results of the Study and supply the Minister with 15 copies, free of charge.
10. That the Municipality warrants that it has done all acts and obtained all approvals necessary to authorize the Municipality 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 party of the Second Part has affixed its corporate seal attested by the hands of its proper officers duly authorized in that behalf.

SIGNED AND SEALED this 24th day of May A.D.1977.



Minister of Transportation and Communications

THE CORPORATION OF THE CITY OF BRAMPTON



Mayor



Clerk

PASSED May 9 19 77



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