



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 212-77

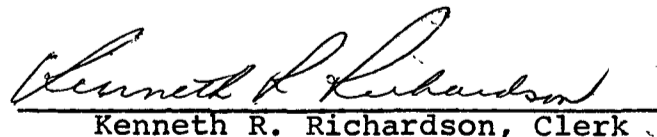
A By-law to authorize the execution of an Agreement between Consolidated Building Corporation Limited, and Heart Lake Developments Company Limited both being companies incorporated under the laws of the Province of Ontario, carrying on business under the firm name and style of Heart Lake, and the Corporation 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 Consolidated Building Corporation Limited, and Heart Lake Developments Company Limited both being companies incorporated under the laws of the Province of Ontario, carrying on business under the firm name and style of Heart Lake, 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 14th day of November, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

24 QUEEN ST EAST
BRAMPTON, ONTARIO
L6V 1A4



MAR 12 1979
E - Brampton 453-4110

MAR 22 1979

The Corporation Of The

City Of Brampton

LEGAL DEPARTMENT

CITY SOLICITOR
JOHN G MÉTRAS

ASSISTANT CITY SOLICITOR
LASZLO PANDY

March 5, 1979

Consolidated Building Corporation Limited,
99 Avenue Road,
Toronto, Ontario. M5R 2G6

Attention: Mr. David Strachan

Dear Mr. Strachan,

Re: Heart Lake Transit Agreement,
Our File No. 106 (e)

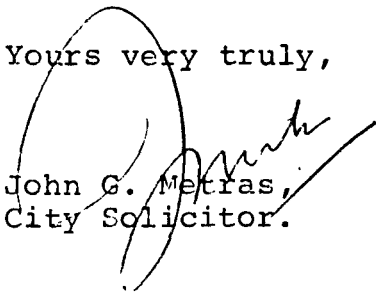
Council, at its meeting of February 26, 1979, agreed to the extension of the Heart Lake Transit Agreement to June 30, 1979.

This letter is to confirm that the term of the Heart Lake Transit Agreement, dated the 16th day of August, 1977, as amended by a further agreement dated the 5th day of June, 1978, is extended to June 30, 1979 with all of the other terms and conditions of the agreement as amended to remain in force until June 30, 1979.

I am enclosing herewith a copy of this letter and I would appreciate it if you would arrange to have the acknowledgement of this extension signed by the officers of Heart Lake and return it to me as soon as reasonably possible.

I trust this is satisfactory and thank you for your cooperation in the matter.

Yours very truly,

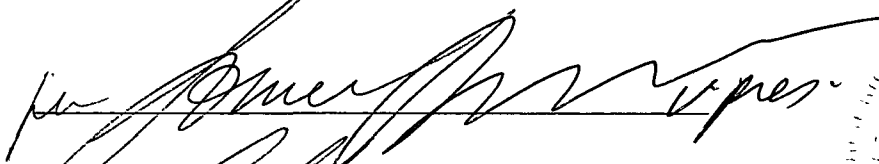

John G. Metras,
City Solicitor.

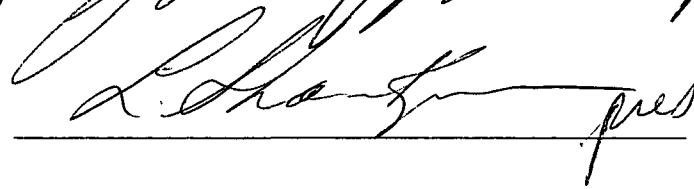
JGM/dl
Attch.
cc: Messrs. J. F. Currar
J. Galway

March 5, 1979

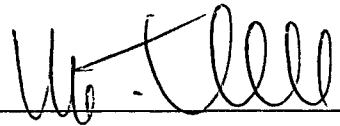
THE ATTACHED EXTENSION DATED MARCH 5, 1979 IS AGREEABLE

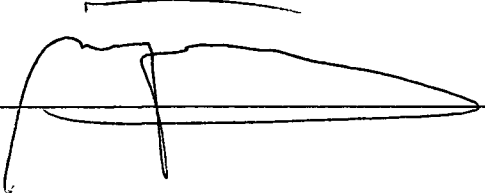
FIRST CITY DEVELOPMENTS LTD.





HEART LAKE DEVELOPMENTS COMPANY LTD.





MEMORANDUM OF AGREEMENT made in duplicate this 16th
day of 16 August 1977.

B E T W E E N :

CONSOLIDATED BUILDING CORPORATION LIMITED, and
HEART LAKE DEVELOPMENTS COMPANY LIMITED, both
being companies incorporated under the laws
of the Province of Ontario, carrying on
business under the firm name and style of
HEART LAKE

hereinafter called 'Heart Lake'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

WHEREAS Heart Lake is involved in the development of
a new residential area known as the Heart Lake Area;

AND WHEREAS the development of the said Area has
progressed to the point where Heart Lake has requested
transit service to the said Area;

AND WHEREAS the City is prepared to provide transit
service to the Heart Lake Development Area, in accordance
with the terms of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in
consideration of the sum of One Dollar (\$1.00) now paid by
the parties, one to the other (receipt of which is hereby
acknowledged), and of the mutual covenants and agreements
hereinafter contained the parties hereto do covenant and agree
each with the other as follows:

1. The City will purchase one (1) used GMC model TDH 4512
transit bus and repair and equip the said bus for transit
service. Commencing Monday, August 29, 1977 or so soon
thereafter as the said used bus is available for service,

the City shall provide such transit service as the City deems necessary to the Heart Lake Development Area, using City personnel and facilities and the used bus. In addition, other City vehicles may be used if and when they are available and the City deems it appropriate to use them.

Heart Lake agrees to be responsible for all costs involved in providing Transit service to the Heart Lake Development Area from Monday, August 29, 1977 to May 31, 1978 inclusive. It is hereby agreed that such costs shall include the cost of purchase of one (1) used bus as set out in Paragraph 1 above, the full cost of body repair and repainting of the said bus, the full cost of equipping the vehicle with six transit type tires, the full cost of mechanically certifying the vehicle for transit service, and all on-going costs of providing transit service to the Heart Lake Development Area, which on-going costs shall be calculated on the basis of Twenty-One Dollars (\$21.00) per hour per bus for the period commencing August 29, 1977 to December 31, 1977. The on-going costs shall be subject to adjustment by the City at December 31, 1977.

3. The City shall decide the route or routes to be operated and shall determine the hours of service and frequency of service during the term of this agreement, and shall include Saturday service unless in the discretion of the City such service is not warranted.

4. The parties hereto agree that the transit service will be operated entirely by the City with City of Brampton transit personnel only.

5. During the term of this agreement Heart Lake will be credited with all revenue received by the City from the transit service to and from the Heart Lake Development Area. Heart Lake will be provided with a monthly statement of revenue and will be billed on a monthly basis for the cost of operating the

transit service. Heart Lake agrees to pay to the City within thirty (30) days, the cost of operating the transit service as billed by the City less the amount of any revenue received but not previously credited, as shown on the last revenue statement.

The parties hereto agree that the used bus to be purchased by the City in accordance with the terms of this agreement, shall be the property of the City and upon termination of this agreement the City shall have the absolute right to use or dispose of the said bus as the City shall determine.

7. This agreement shall run for a period commencing Monday, August 29, 1977 and terminating May 31, 1978, provided that the City shall have the right to terminate this agreement at any time prior to May 31, 1978 on one (1) month's written notice, mailed to Consolidated Building Corporation Limited and Heart Lake Developments Company Limited, 99 Avenue Road, Toronto, Ontario, M5R 2G6, by prepaid regular post which notice shall be deemed to be received two (2) days after the date of mailing. Heart Lake shall have the right to terminate this agreement at any time if the total costs incurred or to be incurred by Heart Lake hereunder should exceed Fifty-five Thousand (\$55,000.00) Dollars, on one (1) month's written notice, mailed to the Corporation of the City of Brampton, 24 Queen Street East, Brampton, Ontario, L6V 1A4, attention Mr. K. R. Richardson, Clerk, by prepaid regular post which notice shall be deemed to be received two (2) days after the date of mailing. Heart Lake shall not be responsible for any costs incurred by the City in operating transit service to the Heart Lake Development Area after May 31, 1978 or if this agreement is sooner terminated after the termination date as specified in the notice given pursuant to this paragraph.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE hereunto
affixed their corporate seals attested by the hands of their
proper officers duly authorized in that behalf.

CONSOLIDATED BUILDING CORPORATION LIMITED

Per:

[Handwritten signature]
[Handwritten signature]

HEART LAKE DEVELOPMENTS COMPANY LIMITED

Per:

[Handwritten signature]
[Handwritten signature]

THE CORPORATION OF THE CITY OF BRAMPTON

JAMES E. ARCHDEKIN

MAYOR

KENNETH R. RICHARDSON

CLERK

DATED: _____

CONSOLIDATED BUILDING CORPORATION
LIMITED and HEART LAKE DEVELOPMENTS
COMPANY LIMITED

A N D

THE CORPORATION OF
THE CITY OF BRAMPTON

A G R E E M E N T

JUDITH E. HENDY,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

PASSED November 14, 19 77.



BY-LAW

No. 212-77

A By-law to authorize the execution of an Agreement between Consolidated Building Corporation Limited, and Heart Lake Developments Company Limited both being companies incorporated under the laws of the Province of Ontario, carrying on business under the firm name and style of Heart Lake, and the Corporation of the City of Brampton.