



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 231-83
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 (Tomken Road)

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated July 27th, 1983 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, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 15th day of August , 1983.


KENNETH G. WHILLANS MAYOR


RALPH A. EVERETT CLERK

THIS AGREEMENT made in triplicate this twenty-seventh day of July, one thousand nine hundred and eighty-three.

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",

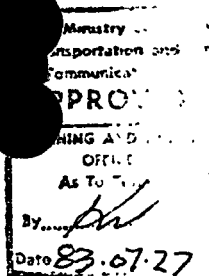
OF THE SECOND PART:

WHEREAS the Ministry has requested the City to construct a diversion of the existing street known as Heart Lake (Tomken) Road (hereinafter referred to as "the diversion"); and to construct a temporary connection of the diversion with Heart Lake (Tomken) Road at the location shown on Schedule "A" attached hereto;

AND WHEREAS the Ontario Municipal Board requires that the Ministry construct the Heart Lake (Tomken) Road diversion due to the closing of Heart Lake (Tomken) Road south of Steeles Avenue at its present connection with Highway 410;

AND WHEREAS the Tomken Road diversion will also be used to accommodate detoured traffic to facilitate the construction of the proposed Steeles Avenue and King's Highway Number 410 interchange;

AND WHEREAS the City has agreed to do the work herein at the cost and expense of the Ministry:



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 the Ministry will assist to obtain the necessary approvals for the City to do the work mentioned in this Agreement;
2. That the City shall design and prepare the contract drawings and documents required for the construction of the diversion, the City shall do the work at the cost and expense of the Ministry and according to City specifications and standards, the contract drawings shall be approved in writing by the Ministry's Director, Central Region, and the Ministry shall be allowed a minimum of 30 days to examine and review the contract drawings and documents and there shall be included in conjunction therewith the following:

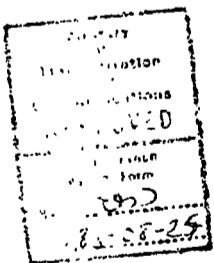
- (a) the 2-laned diversion from station 143+00 to station 58+00 as shown on Schedule "A";
- (b) a 4-laned structure over the Etobicoke Creek with provision in design to accommodate an anticipated widening for the future Highway 407 and Tomken Road Interchange including stream diversion and Hydrology Report as required;
- (c) necessary relocation of aerial or buried utilities subject to Ministry approval and authorized by issuance of a Ministry utility moving order;

Ministry of Transportation and Communications
APPROVED
Level of Branch As To Form
By: [Signature]
Date: 83-08-25

PLANNING
[Signature]
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- (d) necessary construction for the connection of existing roadways;
- (e) partial illumination at the road intersections and bridge approaches;
- (f) grading, drainage and application of suitable vegetative cover of areas within said diversion;
- (g) placing of hot mix asphalt paving and granular materials;
- (h) zone painting within the limits of construction;
- (i) supply and installation of road name signs and regulatory signs according to City standards;
- (j) preconstruction survey, soil investigation and pavement design;
- (k) maintenance of traffic control safety including the supply and installation of warning signs as required by the City;
- (l) upon completion of the work mentioned in Clause 11 herein, the closing of Heart Lake Road at the proposed Highway Number 410 right-of-way limit and the construction of the cul-de-sac turn-around;

3. That the City shall construct the works as mentioned in Clause 2 above;



4. That the City at the cost and expense of the Ministry shall prepare and the Ministry shall submit to the Ministry of the Environment an Environmental Status Statement report in accordance with Exemption Order M.T.E.I. -3;

5. That the Ministry shall pay to the City the total actual cost of the work done by the City for the Ministry under this Agreement together with the following surcharges:

(a) for field engineering and supervision, 10 per cent of the actual uncompounded construction costs;

(b) for design of contract drawings and documents, 5 per cent of the actual uncompounded construction costs, and

(c) for administrative overheads, 7 per cent of the actual uncompounded construction costs;

6. That the work done by the City for the Ministry under this Agreement is subject to Ministry inspection and approval, the City shall give the Ministry at least two weeks notice prior to the commencement of the work and the notice shall not be given until at least one week after the Agreement has been executed by the Ministry;

7. That the estimated cost to complete the work herein is One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000.00) including surcharges, but this is an estimate only and payment shall be made on the basis of the actual work done by the City for the Ministry under this Agreement as approved by Ministry inspection;



8. The Ministry at its discretion may examine and review the costs of Design and if the Ministry deems the design cost to be excessive the Ministry may terminate this Agreement;
9. That from time to time the City shall invoice the Ministry for the actual cost of work done by the City for the Ministry under this Agreement together with the surcharges set out herein, and the Ministry shall pay to the City the amounts of the invoices within a period of 60 days from the receipt whereof;
10. That within 60 days prior to the advertising of the contract for the construction of the works as set out in Clause 3 herein, the City shall provide to the Ministry a written final estimate of the cost to do the work herein and receipt of the final estimate shall be acknowledged in writing by the Ministry;
11. That the City
- (a) shall tender and award the contract for the construction of the work the City is to do under this Agreement;

- (b) shall not award the contract until the Ministry has been notified of the actual bid and the cost thereof or a renegotiated tender cost has been approved in writing by the Ministry's Director, Central Region;



and the Ministry may notify the City that the Ministry deems the tendered cost to be excessive and the Agreement is therefore terminated, and the Ministry shall pay the cost to the City for design work under this Agreement done by the City prior to termination;

12. That when, in the opinion of the City,

(a) the work in this Agreement has been satisfactorily completed the City shall notify the Ministry's District Engineer and the District Engineer shall cause the work to be inspected, and

(b) if the District Engineer finds the work has been satisfactorily completed in accordance with the contract drawings and documents,

the District Engineer may give the City written notice that the work is completed and thereafter the City will be responsible for the maintenance thereof;

13. That the Ministry at its own cost and expense will

(a) acquire the land and interests in land, and

(b) assume the roads

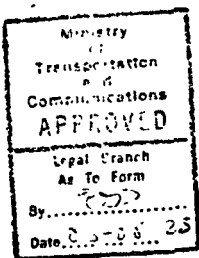
required for the construction of the diversion, the right-of-way of the diversion to have a minimum width of 36 metres;

14. The temporary connection to the diversion of Heart Lake (Tomken) Road shall be removed,

(a) at the expense of the City when alternative access is provided by development roads from the diversion to existing Heart Lake (Tomken) Road; or

(b) at the expense of the Ministry due to the construction of proposed Highway 407,

which ever is the earlier;



15. That if the City completes the work herein to the satisfaction of the Ministry's District Engineer and in compliance with the terms and conditions of this Agreement, the Ministry at no cost to the City will

(a) convey to the City, free and clear of liens and encumbrances the land and interests in lands acquired by the Ministry for the construction of the diversion, and

(b) transfer to the City, roads assumed by the Ministry within the limits of the right-of-way of the diversion,

excluding thereout and therefrom lands which are "highway" by reason of the registration in the Land Registry Office of land development and subdivision agreements;

16. That the City shall indemnify and save harmless the Ministry from and against any claim, 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;

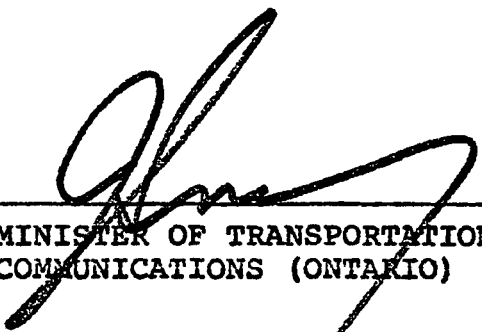
17. And the City warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals within its power legally required to give it the authority to enter into this Agreement.



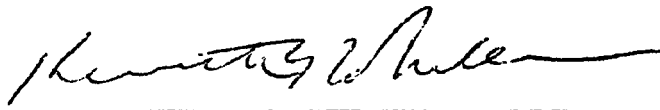

THIS AGREEMENT shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Ministry 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 hereunto affixed its Corporate Seal under the hands of its proper officers duly authorized in that behalf.

SIGNED AND SEALED this 29th day of August, A.D. 1983


MINISTER OF TRANSPORTATION AND COMMUNICATIONS (ONTARIO)

THE CORPORATION OF THE CITY OF BRAMPTON

AUG 18 1983

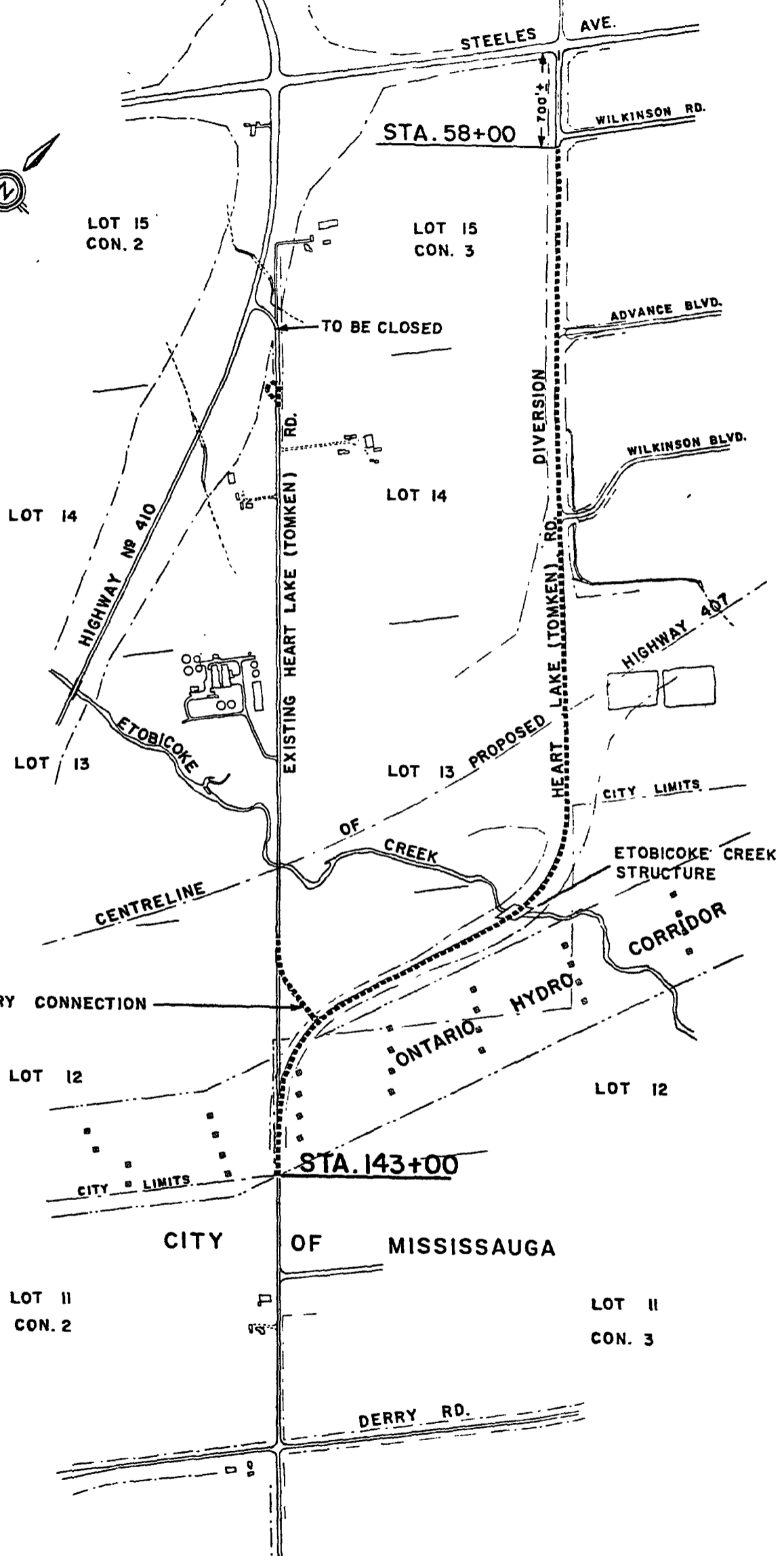
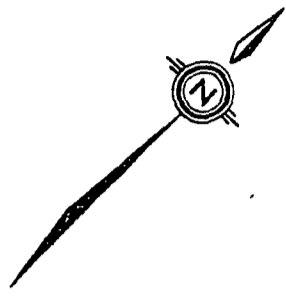
APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
WCC
DATE 8/18/83

Ministry of
Transportation and
Communications
APPROVED
Legal Branch
As To Form
By: (S)
Date: 8-18-83

Ministry of
Transportation and
Communications
APPROVED
PLANNING AND
OFFICE
Date: 83.07.27

REGIONAL MUNICIPALITY OF PEEL

CITY OF BRAMPTON



STA. 58+00

700'

LOT 15 CON. 2

LOT 15 CON. 3

TO BE CLOSED

ADVANCE BLVD.

LOT 14

LOT 14

LOT 13

LOT 13

CENTRELINE

ETOBICOKE CREEK

CITY LIMITS

ETOBICOKE CREEK STRUCTURE

CORRIDOR

TEMPORARY CONNECTION

ONTARIO HYDRO

LOT 12

LOT 12

CITY LIMITS

STA. 143+00

CITY OF MISSISSAUGA

LOT 11 CON. 2

LOT 11 CON. 3

DERRY RD.

AS TO BE
By [Signature]
83.07.27

----- PROPOSED HEART LAKE (TOMKEN) RD. DIVERSION AND ASSOCIATED ROADS TO BE CONSTRUCTED AT MINISTRY'S EXPENSE

SCHEDULE 'A'

NOT TO SCALE