



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 195-93

To authorize the execution of a Computerized Traffic Signal Control System Operations Agreement with HER MAJESTY THE QUEEN, in right of the Province of Ontario as represented by the Ministry of Transportation.

WHEREAS the Corporation of the City of Brampton administers the computerized traffic signal control system from a central site at Brampton City Hall;

AND WHEREAS the said system controls traffic signals at intersections under the jurisdiction of the Ministry of Transportation of Ontario;

AND WHEREAS the Council of the Corporation of the City of Brampton deems it expedient to formally set out the responsibilities of the City and the Ministry relating to the computerized traffic signal control system;

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute the Computerized Traffic signal Control System Operations Agreement with HER MAJESTY THE QUEEN, in right of the Province of Ontario as represented by the Ministry of Transportation dated September 13, 1993.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 13th day of September 1993.

Peter Robertson

Mayor

Leonard J. Mikulich

Clerk

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON

wes

DATE 13/9/93

MEMORANDUM OF AGREEMENT made in triplicate this 13th
day of September, , A.D. 1993.

BETWEEN:

HER MAJESTY THE QUEEN, in right of the Province of Ontario as
represented by the Ministry of Transportation, herein after referred to as
the "Minister"

OF THE FIRST PART,

- and -

THE CORPORATION OF THE CITY OF BRAMPTON,
hereinafter referred to as the "City"

OF THE SECOND PART.

"WHEREAS the traffic control signals listed in Schedule "A" attached
hereto are located in the City of Brampton and within the limits of the
King's Highway Number 410;

AND WHEREAS the traffic control signals listed in Schedule "B"
attached hereto are located in the City of Brampton and within the
limits of King's Highways;

AND WHEREAS the Minister is responsible for traffic operations on
highways under the jurisdiction and control of the Ministry of
Transportation; "

AND WHEREAS the City has installed a central computerized traffic
control system (hereinafter called "the System") collectively with the
Regional Municipality of Peel and the Ministry of Transportation of
Ontario.

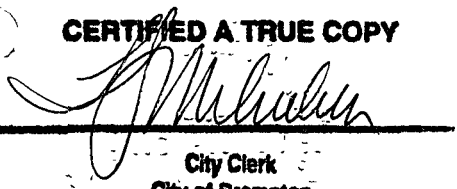
AND WHEREAS the Minister and the City wish to co-operate in the
control of traffic flow at intersections within the City of Brampton.

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

1. The Minister agrees to interconnect the traffic signals listed on
Schedules "A" and "B" to the System and the communication
costs for these signals shall be paid by the Minister.

The parties may by written agreement, amend Schedules A and
B, if necessary, on January 1 of any year. The written agreement
shall be signed for the Minister by a Director of Central Region.
A resolution of City Council shall be sufficient to authorize
execution of the written agreement by the City.

CERTIFIED A TRUE COPY



City Clerk
City of Brampton

SEP 17 1993

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w/ signature.

2. *For those signals listed in Schedule "A":*
 - (a) *The City may carry out traffic control changes upon obtaining the prior approval of the Minister as represented by the Director, Central Region and;*
 - (b) *The Minister shall not make any field adjustments to the timing or phasing of the listed signals.*
3. *For those signals listed in Schedule "B":*
 - (a) *The City may not carry out timing and phasing changes unless requested by the Minister as represented by the Director, Central Region. The City will advise the Minister of the date and time of all changes.*
 - (b) *The Minister shall not make any field adjustments to the timing or phasing of any signals once connected to the System without prior approval of the City's Commissioner of Public Works and Building.*
 - (c) *The Minister shall approach the City for approval before making System database revisions that may impact on the progression on City roads.*
4. *The requirements of paragraphs 2(a) and 3(a) do not preclude mutual agreements allowing for the City to undertake routine and necessary changes to facilitate traffic flow through the interconnected traffic signals.*
5. *All new traffic control signals installed within the limits of the City of Brampton shall be connected to the System.*

The Minister shall consult with the City when planning new traffic control signals so as to ensure compatibility with the System. The choice of communications method shall be specified by the City and shall be based upon either cost or equipment availability considerations or both.

6. *The Minister shall design, tender, and construct all new, modernized, or relocated traffic control signals on roads within the Brampton City Limits under the jurisdiction and control of the Minister. Such traffic control signals shall be designed to the electrical specifications required by the System.*

Installation arrangements for the communication lines for these signals shall be made by the Minister. All engineering and installation costs shall be borne by the Minister. The Minister shall co-ordinate with the City, the inclusion of these signals into the System.

7.
 - a) *For the signals listed in Schedule "A" the City shall maintain all timing records and these records shall be available to the Minister upon request.*
 - b) *For the signals listed in Schedule "B" the City shall be provided with the latest timing records from the Ministry of Transportation of Ontario. The City shall maintain system database information and this information shall be available to the Minister upon request.*
8. *The City shall from time to time invoice the Minister for the communications costs to be paid by the Minister pursuant to this Agreement, and*
 - (1) *the communications costs shall be proportionate to the number of Minister traffic control signals listed in Schedules "A" and "B";*
 - (2) *the City may include in each invoice, third party bills and administration and overhead charges at the Ministry's current rates; and*
 - (3) *each invoice shall be in form and detail as the Ministry may require.*
 - (4) *each invoice shall be payable within sixty (60) days of receipt.*
9. *The City shall enter into a maintenance contract for the central control equipment and software. The Ministry shall pay to the City the contract costs proportionate to the number of Ministry traffic control signals in the System.*
10. *The Parties shall mutually agree to any traffic control system upgrades and enhancements. The costs shall be paid by the Minister proportionate to the number of Ministry traffic control signals in the System.*
11. *The Minister shall pay for hydro costs associated with the operation of the Minister's traffic signals.*
12. *The City and the Minister shall jointly tender an electrical contract in a form to be approved by both parties for the maintenance of all traffic control signals within the City. Each party shall thereafter enter into a separate agreement with the mutually selected contractor utilizing the terms and conditions of the tender document. If the agreements allow for contract extension, the City and the Minister shall both agree to extend their respective agreements otherwise the contract shall be re-tendered.*

13. *Either party may terminate this agreement with a minimum sixty (60) days written notice to this effect, but such termination shall not become effective until such time as the Minister in his opinion has made satisfactory arrangements for the operation of the aforesaid signal systems and notified the City to this effect, and the Minister will proceed promptly to make such alternative arrangements.*
14. *All information received from:*
- (a) *the Minister by the City shall be released to a third party only with the approval of the Minister, and shall be released subject to the relevant freedom of information and protection of privacy legislation;*
 - (b) *the City by the Minister, shall be released to a third party only with the approval of the City, and shall be released subject to the relevant freedom of information and protection of privacy legislation.*

IN WITNESS WHEREOF the Minister of Transportation on behalf of the party of the First Part has hereunto set his 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 13th day of Sept., A.D. 1993.

*DIRECTOR, CENTRAL REGION
MINISTRY OF TRANSPORTATION (ONTARIO)*

THE CORPORATION OF THE CITY OF BRAMPTON

Peter Robertson

MAYOR

J. Mulvihill

CLERK

SCHEDULE "A"

Highway #410 at Clark Boulevard Southbound on Ramp

Highway #410 at Clark Boulevard Northbound off Ramp

Highway #410 at Williams Parkway Southbound on Ramp

Highway #410 at Williams Parkway Northbound off Ramp

Highway #410 at Steeles Avenue Northbound off Ramp

Highway #410 at Steeles Avenue Southbound on Ramp

SCHEDULE "B"

Highway #410 at Highway #7N (Bovaird Drive) Northbound off Ramp

Highway #410 at Highway #7 Southbound on Ramp

Highway #410 at Highway #7 Northbound off Ramp

Highway #7 at Highway #50

Highway #7 at The Gore Road

Highway #7 at Airport Road

Highway #7 at Gateway Boulevard/Chrysler Drive

Highway #7 at Torbram Road

Highway #7 at Finchgate/Glenvale Boulevard

Highway #7 at Bramalea Road

Highway #7 at Central Park Drive

Highway #7 at Dixie Road

Highway #7 at West Drive/Laurelcrest Street

Highway #7N (Bovaird Drive) at Kennedy Road

Highway #7N (Bovaird Drive) at Conestoga Drive/Hinchley Wood Grove

Highway #7N (Bovaird Drive) at Highway #10

Highway #7N at McLaughlin Road

Highway #7N at Mississauga Road

Highway #10 at Luminous Court/Fisherman Drive

Highway #10 at Mayfield Road

Highway #10 at Sandalwood Parkway

Highway #50 at Steeles Avenue

Highway #50 at Mayfield Road