



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

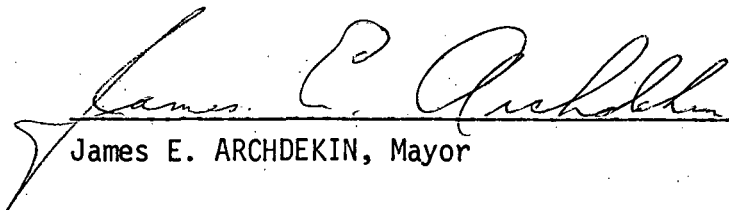
Number 68-80

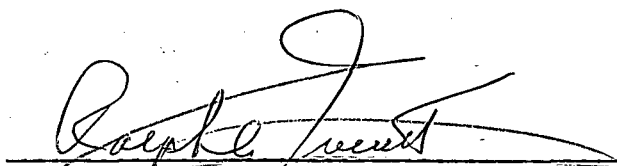
To authorize the Mayor and Clerk to execute all future Agreements with Bell Canada for additions to the S.L.1 System

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

THAT the Mayor and the Clerk are hereby authorized to execute all future Agreements with Bell Canada for additions to the S.L.1 System.

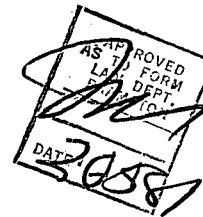
READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of March, 1980.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

(Feb 80)

BELL CANADA
SL-1 CONTRACT



BETWEEN:

(Name of Customer) The Corporation of The City of Brampton
(Address) 150 Central Park Drive
Brampton, Ontario L6T 2T9
(hereinafter called the "Customer")

AND

BELL CANADA (hereinafter called the "Company")

General Provision

1. Subject at all times to the applicable General Regulations and tariffs of the Company, which may be changed from time to time, and subject to the terms and conditions stated herein, the Customer hereby requests the Company and the Company hereby agrees to furnish, install and maintain the SL-1 dial P.B.X. extension lines, consoles and associated common equipment described in Schedule 1 and additional Schedules, if any, to this Contract (hereinafter called the "Service") at the Place of Installation specified in Schedule 1.

Definition of Terms

2. For purposes of this Contract, the following terms are defined to mean:
- (a) "Initial Service Period" means each period of time, commencing on the Installation Date, which the Customer has selected and specified in Schedule 1 and additional Schedules, if any, as the period during which the Customer will pay the Tier A applicable monthly rates and charges described in Subsection 3 (1) (a) for the services to be provided by the Company throughout the Contract Period while this Contract is in effect.
 - (b) "Installation Date" means the date on which the Service is installed and ready for use initially, and, if additions are made in accordance with Subsection 6 (a), the date or dates on which such additions are installed and ready for use.
 - (c) Subject to Section 10, "Contract Period" means a period of one hundred and sixty-eight (168) months commencing on the Installation Date and during which period the Company undertakes to provide and maintain the Service.
 - (d) "Termination Charges" mean the charges payable by the Customer under the terms of Section 5 which are equal to the total amount resulting from the application of the Appropriate Percentage for Termination Charges specified in Section 5 to the total of the Tier A applicable monthly rates and charges described in Subsection 3 (1) (a) which would otherwise have been payable by the Customer during the unexpired portion of the Initial Service Period, or in the case where the Customer terminates a part of the Service, the total of the Tier A applicable monthly rates and charges described in Subsection 3 (1) (a) which relate solely to the part of the Service which is terminated and which would otherwise have been payable by the Customer during the unexpired portion of the Initial Service Period.

Monthly Rates and Charges during Initial Service Period

3. (1) During the Initial Service Period, in addition to any applicable service or other charges, the Customer will pay for the Service the following monthly rates and charges which consist of two tiers:

- (a) Tier A — the applicable rates and charges for SL-1 P.B.X. extension lines (with a basic black 500 dial-type telephone and associated common equipment) and for consoles for which an initial service period is specified in that part of the Company's General Tariff dealing with the SL-1 service. The Company undertakes not to request any increase in these rates and charges during the applicable Contract Period.

(b) Tier B — the other applicable monthly rates and charges which may be revised from time to time and which are specified in the Company's General Tariff.

3. (2) The customer may at any time during the initial service period make a single payment for the remaining Tier A charges. The amount of the payment is the present worth, using the Company's cost of money at the time of making the single payment, of the remaining Tier A charges.

3. (3) Tier A rates and charges for a Schedule shall, subject to paragraph 3 (1) (a), be those in effect at the date on which the Schedule has affixed thereon the signature of both parties or the proposed Installation Date for the Schedule, whichever is sooner, provided that the proposed Installation Date is agreed upon between the Customer and the Company at the date of signing of the applicable Schedule, and provided further that the proposed Installation Date is not more than six (6) months after the date of signing. However, if through no fault of the Company the proposed Installation Date as mutually agreed to between the Company and the Customer and as set forth in the applicable attached Schedule is not met, then the Tier A rates and charges shall, subject to paragraph 3 (1) (a), be those in effect on the actual Installation Date.

Monthly Rates and Charges after Initial Service Period

4. On the termination of the Initial Service Period specified by the Customer in Schedule 1 and additional Schedules, if any, the Customer will discontinue payment of the Tier A applicable monthly rates and charges described in Subsection 3 (1) (a) but will continue to pay the tier B applicable monthly rates and charges described in Subsection 3 (1) (b) until such time as this Contract terminates.

Termination Charges during Initial Service Period

5. In the event of termination of this Contract by the Customer during the Initial Service Period with respect to all or any part of the Service, no refund shall be payable by the Company to the Customer and the following Termination Charges, as defined in Subsection 2 (d), shall be due and payable as of the date of termination by the Customer to the Company in a lump sum:

Initial Service Period Specified by the Customer in Schedule 1 and additional Schedules, if any	Appropriate Percentage for Termination Charges
One (1) Month	0%
Three (3) Years	15%
Five (5) Years	40%
Seven (7) Years	45%
Ten (10) Years	45%

Additions to Service

6. The customer may from time to time request the Company to add to the Service additional SL-1 dial P.B.X. extension lines and/or consoles and associated common equipment which are offered under the applicable tariffs of the Company:

- (a) in accordance with one or more additional Schedules to this Contract provided that each such Schedule shall have a separate Initial Service Period which shall be selected by the Customer and a separate Contract Period of one hundred and sixty-eight (168) months commencing on the Installation Date of the additional equipment provided under the terms of such Schedule, or
- (b) on any other basis which the Company may offer from time to time.

Assignment of Contract

7. This Contract may be assigned by the Customer with the prior written consent of the Company.

Relocation of Service

8. In the event that the Customer requests the Company to relocate all or part of the Service on the same premises as the Place of Installation specified in Schedule 1 or from such Place of Installation to a different place of installation, the following terms and conditions shall apply:

- (a) The customer may terminate this Contract with respect to all or any part of the Service and pay the Termination Charges specified in Section 5, if applicable; or
- (b) If the Customer requests the Company to relocate all or part of the Service on the same premises as the Place of Installation specified in Schedule 1, the Customer shall pay, in addition to the monthly rates and charges specified in Sections 3 and 4, the applicable service charges which are specified in the Company's General Tariff; or
- (c) If the Customer requests the Company to relocate all of the Service from the Place of Installation specified in Schedule 1 to a different place of installation and the Company agrees to provide such Service at the new place of installation, the Customer may continue under the terms of this Contract, in which case, the Contract shall be modified to identify the new place of installation, and the Customer shall pay, in addition to the applicable monthly rates and charges specified in Sections 3 and 4, the applicable service charges which are specified in the Company's General Tariff; or

- (d) If the Customer requests the Company to relocate part of the Service from the Place of Installation specified in Schedule 1 to a different place of installation and the Company agrees to provide such Service at the new place of installation, the Customer may continue under the terms of this Contract, and the Customer shall pay, in addition to the applicable monthly rates and charges specified in Sections 3 and 4, the applicable service charges which are specified in the Company's General Tariff; or
- (e) if the Customer requests the Company to relocate all of the Service from the Place of Installation specified in Schedule 1 to a different place of installation and the Company does not agree to provide such Service at the new place of installation:
- (i) the Customer may terminate this Contract with respect to all of the Service and pay the Termination Charges specified in Section 5, if applicable, or
 - (ii) if the customer requests an alternative dial P.B.X. service offering under the terms and conditions of the Company's General Tariff and such terms and conditions require both that the monthly rates and charges for the alternative service offering consists of two tiers and that the alternative service offering be provided under the terms of a contract which specifies the termination charges, and the Company agrees to provide the alternative service offering to the Customer:
 1. the Customer shall pay the applicable service charges specified in the Company's General Tariff, and
 2. the Customer shall terminate this Contract without payment of the Termination Charges specified in Section 5, if applicable, and
 3. the Customer shall enter into a new contract and additional schedules, if any, with the Company for the alternative service offering, and such new contract and schedules, respectively, may have both an initial service period equal to the remaining balance, if any, of each Initial Service Period specified for this Contract and a contract period which is not less than the remaining balance, if any, of each Contract Period which applies to this Contract; or
- (f) If the Customer requests the Company to relocate part of the Service from the Place of Installation specified in Schedule 1 to a different place of installation and the Company does not agree to provide such Service at the new place of installation, the Customer may terminate that part of the Service in accordance with Subsection 8 (a).

Notice by the Company

9. For purposes of Section 11 of this Contract, if the Company is required to give written notice to the Customer, such notice shall be sent to:

(Title) The City of Brampton
 (Address) 150 Central Park Drive, Brampton
Ontario, L6T 2T9

Termination by Customer

10. Notwithstanding Section 8, the Customer may terminate this Contract at any time with respect to all or any part of the Service but shall be required to pay the Termination Charges specified in Section 5, if applicable. If the Customer cancels this Contract or any Schedule thereto prior to the commencement of the applicable Contract Period, the Company may charge, and the Customer agrees to pay, all expenses actually incurred by the Company in relation to this Contract or such Schedule.

Effective Date of contract and Terms of Renewal

11. This contract shall become effective on the later of the dates of execution by the Customer and the Company and, subject to Section 10, shall remain in force for the Contract Period. Thereafter, unless thirty (30) days prior written notice to the contrary is given by the Company to the customer, this Contract shall automatically be renewed on a monthly basis, and the Company shall continue to maintain the Service which may be subject to charges specified in the tariffs of the company from time to time in addition to those specified herein.

Maintenance

12. Throughout the Contract Period and while this contract is in force, the Company shall bear the expense of ordinary maintenance and repairs in accordance with Rule 7 of the General Regulations.

Condition

13. In conformity with Section 20. (1) of the Senate and House of Commons Act (R.S.C. 1970, c. S-8) applying to every contract entered into or accepted by any person with the Government of Canada, or any of the departments or officers of the Government of Canada, no member of the House of Commons shall be admitted to any share or part of the agreement or to any benefits to arise therefrom.

SIGNED this 26th day of May 1981, in City of Brampton
Province of Ontario

By the Customer
Per [Signature] Mayor
[Signature] City Clerk

SIGNED this 5 day of June 1981, in Toronto
Province of Ontario

AUTHORIZATION BY-LAW
NUMBER 68-80
PASSED BY CITY
COUNCIL ON THE 10TH
DAY OF MARCH 1980

By the Company
Per [Signature]
ACCOUNT MANAGER
Municipal Governments

SCHEDULE 5
BELL CANADA
SL-1 CONTRACT

Name of customer: The Corporation of The City of Brampton

Address of Customer: 150 Central Park Drive

Brampton, Ontario L6T 2T9

Proposed Installation Date: June, 1981

Initial service Period — the Customer hereby selects the following Initial Service Period:

- () One (1) Month Five (5) Years ()
- () Three (3) Years Seven (7) Years ()
- () Ten (10) Years

Description of the Service:

1. Number of additional SL-1 dial P.B.X. extension lines and/or consoles to be installed at the Place of Installation specified in Schedule 1:

Extension Lines: Five (5) Consoles: _____

2. If the number of extension lines and/or consoles specified above in 1, is subsequently decreased, the decreased number shall be entered below with the signatures and dates of execution by the Customer and the Company:

Decreased number of SL-1 dial P.B.X. extension lines and/or consoles:

Extension Lines: _____ Consoles: _____

By the Customer By the Company

Per _____ Per _____

Date _____ Date _____

This Schedule 5 to the Bell Canada SL-1 Contract is hereby executed by the Customer and the Company.

SIGNED this 26th day of May 19 81, in City of Brampton, Region of Peel
Province of Ontario

By the Customer
Per James J. Archdekin Mayor
[Signature] City Clerk

SIGNED this 21 day of May 19 81, in Toronto
Province of Ontario

AUTHORIZATION BY-LAW
NUMBER 68-80
PASSED BY CITY
COUNCIL ON THE 10TH
DAY OF MARCH 1980

By the Company SFSJL
Per _____

ACCOUNT MANAGER
Municipal Governments

PASSED March 10th, 1980



BY-LAW

No. 68-80

To authorize the Mayor and Clerk to
execute all future Agreements with
Bell Canada for additions to the S.L.1
System