

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 108-74

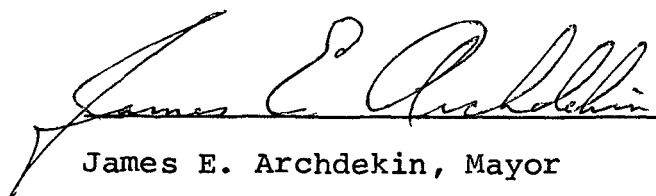
A By-law to authorize the execution of an agreement with Trailways of Canada Limited. (Bus Transportation System)

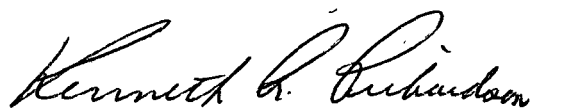
WHEREAS it is deemed necessary to enter into and execute an agreement with Trailways of Canada Limited;

NOW THEREFORE the Council of the Corporation of the City of Brampton hereby ENACTS as follows:

1. That the City of Brampton enter into and execute an agreement, attached hereto as Schedule "A", with Trailways of Canada Limited.
2. That the Mayor and the Clerk be authorized to affix their signatures to the said agreement, attached hereto as Schedule "A", with Trailways of Canada Limited.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 23rd day of September, 1974.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

Schedule "A" to By-law No. 108-74

THIS AGREEMENT made in duplicate the 3rd day of September
1974

B E T W E E N :

THE CORPORATION OF THE CITY OF
BRAMPTON

hereinafter called the "City"

OF THE FIRST PART

- and -

TRAILWAYS OF CANADA LIMITED
120 Doncaster Avenue, Thornhill,
Ontario

hereinafter called the "Operator"

OF THE SECOND PART

The City is desirous of providing a public bus transportation system within certain areas and over certain highways situated in the City.

The Operator has agreed to provide such a transportation system for the City.

The City and the Operator have agreed to the terms and conditions of such a system.

THEREFORE, the parties in consideration of the premises hereby agree one with the other as follows:

1. Subject to the terms of this contract, the City hereby grants to the Operator the right to maintain and operate buses in the City for the conveyance of passengers in the areas defined by the City Council for a term of one (1) year ending the 31st day of December 1974.

2. The Operator shall

A - Provide and maintain at its expense a modern and efficient bus service subject to and dependent upon traffic conditions and factors over which the Operator has no control.

B - Buses shall not operate on Sundays or holidays.

Holidays are defined as New Year's Day, Good Friday,

Victoria Day, Dominion Day, Civic holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, the birthday or the day fixed by proclamation of the Governor-General for the celebration of the birthday of the reigning sovereign, any day appointed by proclamation of the Governor-General or the Lieutenant-Governor of the Province of Ontario as a public holiday or any day appointed by proclamation of the Mayor of the Corporation of the City of Brampton as a public holiday:

- H B*
- C. The City shall have the right to require the Operator to operate some or all of the bus service for certain hours on any of the above noted holidays provided that the City give the Operator at least one (1) month's notice of such requirement and provided that for the hours of operation on any such holiday the City shall pay the normal hourly rate plus the actual amount of any additional charges incurred by the Operator as a result of such operation (such additional charges to be verified by a financial statement from the Operator's accountant):
- D. Adhere to the route and transfer points and schedules. It is expected that there may from time to time be some lateness but that should not exceed five (5) minutes unless caused by reason beyond the Operator's control:
- E. Be excused if the service is interrupted by reason of fires, acts of God, strikes or happenings reasonably beyond the control of the Operator:
- F. Provide and maintain sufficient equipment, based on Operator owned bus rates as defined in Schedule "A", and reserve equipment to provide continuity of service in the event of accident or mechanical breakdown of equipment.
- G. Have the buses identified as "Brampton Transit" on each side in prominent letters, and have all the buses in such colours as may be determined by the City.

- H. Have each bus display a visible sign or marker in a prominent location on the front of the bus, indicating the route and terminating point upon which it is operating at any particular time. Such sign or marker to be approved by the City.
- I. Maintain the buses to peak efficiency in accordance with the manufacturer's recommendations for service as would a prudent owner.
- J. Keep the buses clean and sanitary, inside and out, and provide adequate heat and light inside the bus.
- K. Keep proper records and provide monthly operating records to the City by the 10th of the following month. In addition, the Operator shall keep such other records as may reasonably be required by the City.
- L. Indemnify and save harmless the City from all actions, claims or demands by reason of the operation of the buses.
- M. As further security for such indemnity, carry public liability and property damage insurance in an amount not less than Two Million (\$2,000,000.00) Dollars and One Hundred Thousand (\$100,000.00) Dollars per passenger and Two Hundred and Fifty Thousand (\$250,000.00) Dollars for loss or damage resulting from bodily injury or death of two or more passengers in any one accident. The insurance shall name the City and the Operator as named insureds and shall be only cancellable on thirty (30) days written notice to the City by the insurer. Proof of insurance shall be filed with the City thirty (30) days before termination of the existing insurance.
- N. In order to have an effective service, the City may through its authorized representative inspect buses, the operation of the same and have the buses available to inspection as it may from time to time require.

- O. Take all necessary disciplinary action if the City gives notice of complaints about an employee with reasons for such complaint.
 - P. No advertising shall be placed in or on the buses without the City's consent which it is anticipated will not normally be given. The Operator will place without charge such advertising as the City may request.
 - Q. Permit the City to inspect the operation, through its auditor, audit the financial records related to the operations of the Brampton Transit service and generally permit the City to make all investigations which it may deem necessary for purposes of satisfying itself that the City is getting a modern and efficient passenger bus system.
 - R. Post on or before the execution of this contract a Ten Thousand (\$10,000.00) Dollar bond to ensure due performance of this contract. Such bond may be satisfied by the deposit of
 - (a) a bond signed by a satisfactory guarantee surety company authorized to carry on business in Ontario;
 - (b) cash; or
 - (c) Canada Savings Bond or Government of Canada Bonds of equivalent value in which event the Operator shall be entitled to the interest earned on such bonds.
 - S. The Operator agrees to provide the buses over such routes with frequencies as may be specified or modified from time to time by the City of Brampton.
3. The City shall
- A. Pay the Operator at the rate set forth in Schedule "A" within thirty (30) days of receiving from the Operator a copy of the preceding month's operating records outlining actual hourly use of City and/or Operator owned buses, certified by an Officer of the Operator.

- B. Establish bus service routes which may be modified from time to time.
- C. Erect and maintain such bus stops as the City may see fit.
- D. Erect and maintain bus shelters as the City may see fit.
- E. Establish the days, hours and frequency of operation as well as the number of route operational buses required which may be modified from time to time.
- F. Establish rates of fares which are to be deposited directly into the fare box by the passenger and in no event by the bus driver.
- G. Forthwith upon receipt of each day's fare to the designated City official, count such fares and keep records thereof. The Operator shall have the option of having a representative present at such time.
- H. Establish the operating characteristics of buses the City requires.
- I. Provide and pay for such advertising and publicity as the City may see fit at the City's expense.

4. The parties agree that:

- (a) both shall use their best endeavours to provide a good efficient service for the citizens of the City;
- (b) The City may require the Operator to provide bus service on one or more new routes, from time to time, on an experimental basis for a period not exceeding six (6) months and upon receiving thirty (30) days notice from the City, the Operator shall provide such service in accordance with availability of equipment as requested by the City at the rate of Operator or City owned buses as defined in Schedule "A". Fifteen (15) days or more prior to the termination of the period, the City shall:
 - (i) give notice to the Operator to discontinue the buses after fifteen (15) days; or
 - (ii) give notice to the Operator to continue such bus service for such period of time as the City shall decide.

The Operator shall comply with notices received from the City.

(c) The City may determine that established routes require additional full or part-time buses and shall have the right to give notice accordingly to the Operator who shall upon the expiration of thirty (30) days provide the necessary additional buses and the additional service at the Operator owned bus rate as defined in Schedule "A". A part-time bus will be guaranteed payment for a minimum of six (6) operating hours in any one day of operation which can be broken up into two periods.

(d) Either party has the right notwithstanding the termination date, to cancel this contract by giving the other ~~sixty (60)~~ ⁶⁰ days notice of its intention to cancel. If the City gives notice; the City must within thirty (30) days thereafter commence negotiations to purchase all of the rolling stock required by the Operator in fulfilment of this contract. If the Operator gives notice, the City shall have the option by giving notice within a further thirty (30) days to purchase such rolling stock. The purchase price in either case shall be a fair market value at the date of cancellation as agreed upon by the parties or as determined by arbitration.

(e) If the parties fail to agree on the purchase price within thirty (30) days after the cancellation of this contract, the parties will forthwith refer the matter to arbitration under the provisions of The Arbitration Act, R.S.O. 1970, c. 25 as amended. In the meantime, the City shall pay to the Operator a sum equal to the book value of such rolling stock, according to the last audited statement of the Operator and any adjustment necessary in respect of this payment shall be made forthwith after the decision of the arbitration is delivered.

(f) The rates set out in Schedule "A" shall apply from the dates indicated and upon execution of this contract the Operator may submit invoices for any retro-active payments due hereunder and the City shall verify such statements and make payment of all amounts owing within thirty (30) days.


5. The City shall have the right to renew this contract for the period of one (1) year ending the 31st day of December 1975 under the same terms and conditions except for rate which must be agreed between the parties and in the event that the City wishes to exercise this option, the City shall give two months notice of its intention to renew and the Operator shall be obligated to continue the service and the existing rates shall be paid until such time as a new rate is agreed.

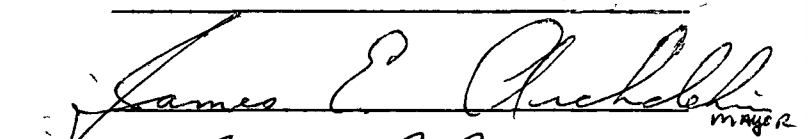
6. This contract is subject in all respects to the provisions of The Municipal Act, R.S.O. 1970 c. 284 as amended.


7. Any notice required to be given or served on any party under the provisions of this contract shall be in writing and shall be delivered personally or by prepaid registered post addressed to the Operator or the Clerk of the Town respectively. Service shall be effective from the date of the personal delivery or on the next following business day after posting of the registered letter.

8. Because the personal integrity of the Operator is a significant factor in this contract, the Operator shall not sublet, subcontract or assign any of the work on this agreement or change its effective corporate control without the written consent of the City previously obtained. Subject to this, the agreement shall enure to the benefit of and be binding upon the parties, their respective successors and assigns.

IN WITNESS WHEREOF the parties have affixed their Corporate seals duly attested by their authorized Officers in that behalf.


TRAILWAYS OF CANADA LIMITED


James E. Archibald
MAYOR


Kenneth R. Richardson
CLERK

SCHEDULE "A"

BRAMPTON TRANSIT AGREEMENT

OPERATING RATES PER HOUR

From 1 January 1974 \$11.81

From 1 September 1974 \$11.90

SCHEDULE "B"

BRAMPTON TRANSIT AGREEMENT

DAYS, HOURS AND OPERATIONAL BUSES REQUIRED

Residential Service:

Monday through Friday

4 buses at 16 hours each (6:15 a.m. - 10:15 p.m.)

Saturday

4 buses at 11 hours each (7:45 a.m. - 6:45 p.m.)

Industrial Service:

Monday through Friday

1 bus at 8 hours *AM 2 PM* (6:45 a.m. - 9:45 a.m.)

(2:45 p.m. - 5:45 p.m.)