



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 302-79

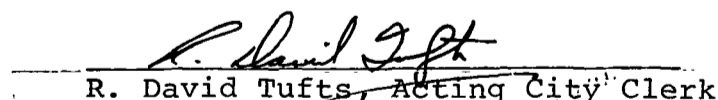
To authorize the execution of
an agreement between Bell
Canada and The Corporation of
the City of Brampton.

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
Bell Canada 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 22nd day of October, 1979.


James E. Archdekin, Mayor


R. David Tufts, Acting City Clerk

BELL CANADA
SL-1 CONTRACT

BETWEEN:

(Name of Customer) The Corporation of the City of Brampton

(Address) 24 Queen Street East

Brampton, Ontario L6V 1A4

(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 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.

Definitions 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 (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 (a) 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, of the remaining Tier A charges.

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 (a) but will continue to pay the Tier B applicable monthly rates and charges described in Subsection 3 (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 apply and shall be payable immediately by the Customer to the Company in a lump sum.

<u>Initial Service Period Specified by the Customer in Schedule 1 and additional Schedules, if any:</u>	<u>Appropriate Percentage for Termination Charges</u>
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:

SCHEDULE 1
BELL CANADA
SL-1 CONTRACT

Name of Customer: The Corporation of The City of Brampton

Address of Customer: 24 Queen Street East
Brampton, Ontario L6V 1A4

Place of Installation:
SL-1 dial P.B.X. Extension Lines, Consoles and Associated Common Equipment:
150 Central Park Drive, Brampton

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: Service Date – March 3, 1980

1. Number of SL-1 dial P.B.X. extension lines and consoles to be installed initially* with the associated common equipment at the Place of Installation:

Extension Lines: 175 Consoles: 2

*Note— Under the terms of the SL-1 Contract, any additional SL-1 dial P.B.X. extension lines and/or consoles to be installed require an additional Schedule to this SL-1 Contract.

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

Signed this 23rd day of October 19 79, in Brampton

Province of Ontario

By the Customer
Per James E. Archibald
[Signature]

Mayor
Acting
Clerk

Signed this 4th day of October 19 79, in Toronto

Province of Ontario

By the Company
Per A. L. Smith
Account Manager
Federal Governments/Emergency Services

- (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 consist 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 shall terminate that part of the Service in accordance with Sub-section 8 (a).

Notice by 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) _____

(Address) _____

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 (except in the case of an increase in rates or charges 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.

Signed this 23rd day of October 19 79, in Brampton,
Province of Ontario.

By the Customer

Per *James C. Pichelli* Mayor
[Signature] Acting Clerk

Signed this 4th day of October 19 79, in Toronto,
Province of Ontario.

By the Company

Per *A. B. Scott*
Account Manager
Federal Governments/Emergency Services

PASSED October 22nd 1979



BY-LAW

No. 302-79

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