

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 26-74

A By-law to authorize the execution
of an agreement with Peel Association
for Handicapped Adults.


WHEREAS it is deemed expedient to enter into and execute an
agreement with Peel Association for Handicapped Adults;

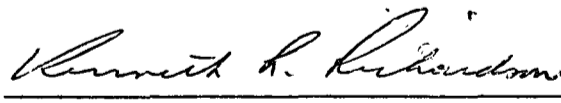
NOW THEREFORE the Council of the Corporation of the City
of Brampton ENACTS as follows:

- 1) That the City of Brampton enter into and execute
an agreement, attached hereto as Schedule "A",
with Peel Association for Handicapped Adults.

- 2) That the Mayor and the Clerk are hereby authorized
to affix their signatures to the said agreement,
attached hereto as Schedule "A", with Peel
Association for Handicapped Adults.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 11th day of March, 1974.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made this 27th day of
February, 1974.

B E T W E E N :

THE CORPORATION OF THE CITY
OF BRAMPTON,

hereinafter called the
"CITY" OF THE FIRST PART;

A N D :

PEEL ASSOCIATION FOR HANDICAPPED
ADULTS,

hereinafter called the
"ASSOCIATION" OF THE SECOND PART.

WHEREAS the Association proposes to operate a bus within the City of Brampton and the Town of Caledon, in the Regional Municipality of Peel for the purpose of providing transportation for handicapped persons, including children,

AND WHEREAS the Association is not incorporated and its members have requested the City to enter into an agreement on their behalf and on behalf of the Association with Chrysler Truck Centre Toronto Ltd. for a period not exceeding six months.

AND WHEREAS the City has agreed to do so on the understanding that the Association will save the City harmless from all costs in connection with the said agreement and upon the terms hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows :

1. The City shall enter into an agreement with Chrysler Truck Centre Toronto Ltd. in the form attached hereto as Schedule "A".
2. The City will obtain insurance coverage in such amounts as it may deem appropriate and in any event not less

than called for in the said agreement and more particularly in clause 12(1) thereof. The said insurance to be in the name of Chrysler Truck Centre Toronto Ltd., as owner and The Corporation of the City of Brampton as Lessee, for the use of Peel Association for Handicapped Adults.

3. The Association shall pay in advance to the City all sums required for payment to the insurance company as premiums for the said coverage.

4. The Association shall pay to the City in advance all rent falling due for the term of the lease, hereto attached as Schedule "A".

5. The Association will save the City harmless from all other costs, claims, payments and monetary liabilities which the City may incur as a result of entering into the said agreement in Schedule "A" and shall make payment in advance to the City, at it's request, as soon as the City is required to make payment to the Lessor.

6. The Association shall assist the City in all reasonable ways in obtaining any required governmental approval, licences, permits, as may be required by this agreement or by law for the operation of the said bus, and shall pay any fees required therefore.

7. With respect to the provisions in the said agreement attached as Schedule "A" and any responsibilities of the City to Chrysler Truck Centre Toronto Ltd., pursuant thereto, the Association shall perform all acts called for in the agreement to be performed by the City in a manner consistent with the fact that the City is accommodating the Association by entering into the said agreement with Chrysler Truck Centre Toronto Ltd., to avoid the problems consequent upon lack of incorporation of the Association and consistent with the fact that the Association, and not the City, will operate the bus.

IN WITNESS WHEREOF the parties hereto have here-

unto executed this agreement.

THE CORPORATION OF THE CITY
OF BRAMPTON

Per: James E. Richardson MAYOR

Per: Richardson CLERK.

SIGNED, SEALED AND
DELIVERED in the
presence of :

Linda Bailey
SECRETARY

PEEL ASSOCIATION FOR HANDICAPPED
ADULTS

Per: [Signature] VICE-CHAIRMAN

Per: Camela J. Clarkin CHAIRMAN

FINANCE LEASE

AGREEMENT made the _____ day of _____ 19____

BETWEEN:

CHRYSLER TRUCK CENTRE TORONTO LTD.
a Company incorporated under the laws of Canada,
having its head office in the Borough of Etobicoke,
in the Province of Ontario, hereinafter called
"Lessor" OF THE FIRST PART;

- and -

OF

(Firm Name)

(Street Address)

(City)

(Province)

(Individual, Partnership, Corporation)

Hereinafter called "LESSEE" OF THE SECOND PART.

XXXXXX

~~HEREINAFTER CALLED "GUARANTOR"~~

~~OF THE THIRD PART~~

WHEREAS Lessor is among other things engaged in the business of leasing motor vehicles and Lessee desires to lease from Lessor certain motor vehicles subject to the terms and conditions of this agreement.

~~AND WHEREAS the Guarantor wishes the Lessor to lease to the Lessee certain motor vehicles subject to the terms and conditions of this Agreement.~~

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, agreements and conditions hereinafter contained, the parties hereto agree as follows:

~~That in consideration of the Lessor making the hereinafter finance lease to the Lessee, the said Guarantor for himself, his heirs, executors, administrators and assigns hereby covenants and agrees that he will pay or cause to be paid any payments of principal and interest under the hereinafter finance lease or under any conditional sale contract collateral herewith and that he will perform or cause to be performed all covenants and agreements of the Lessee as set out in the hereinafter finance lease or any conditional sale contract collateral herewith and such guarantee shall remain in full force and effect notwithstanding any change which may be made between the Lessee and Lessor in the terms of the hereinafter finance lease or any compromise of the hereinafter finance lease or requirement or in any change in any conditional sale contract collateral herewith.~~

~~If the vehicles are leased to the Lessee on the basis of it being owned by him; therefore if he ceases to own and be the registered holder of the majority of the issued shares of the Lessee from time to time having voting rights, then the lessor may treat the agreement in default and exercise the rights provided elsewhere hereunder.~~

LICENSES

5. (i) Lessee shall accomplish and pay for titling, registration, and licensing in the name of the Lessor. All inspections required during the term of this agreement, by any governmental authority shall be the responsibility of the Lessee.

(ii) Lessee agrees to indemnify and hold Lessor harmless from any liability the Lessor might incur, either civil or criminal, resulting from any improper use by the Lessee of any provincial registration license, which improper use shall include, but not be limited to, using the leased vehicle in such a manner that its gross combination weight is in excess of its licensed gross combination weight rating.

TAXES

6. To the extent not otherwise provided in Schedule "A" Lessee shall pay and bear all federal, provincial and local sales, use, excise, personal property and other taxes and all governmental assessments, fees and charges imposed on or in connection with any vehicle, or on the lease, use or possession thereof pursuant to this agreement. Lessee shall file any necessary returns connected therewith and shall furnish adequate proof of payment to Lessor. Should it be necessary for Lessor to pay any such taxes, assessments, fees or charges, Lessee shall reimburse Lessor therefor.

RETURN OF LEASED VEHICLES

7. Lessee upon the termination of this lease for any cause whatsoever with respect to leased vehicle(s) or any part thereof, or upon substitution of any vehicle or property theretofore constituting or included in the leased vehicle(s) together with all accessories and equipment included or delivered with such vehicle(s) shall be returned to Lessor at the point of original delivery, or at Lessor's option, at any other place in the same general area designated by Lessor for that purpose in as good condition and order as when received by Lessee, except for ordinary wear and tear, and loss or damage for which Lessor is indemnified under the insurance coverages provided hereunder. Upon redelivery of each vehicle to Lessor any body or paint work, interior trim, replacement of glass or other repairs for which Lessor would not be liable by the provisions hereof, shall be done at the expense of Lessee.

MAINTENANCE AND REPAIRS

8. Lessee shall keep and maintain each vehicle in first class operating condition and appearance, and shall make all necessary repairs and replacements to such vehicle. Title to all replacements shall vest in Lessor. Within the limits of the foregoing Lessee will use reasonable efforts to carry out the servicing and maintenance of such vehicles as prescribed by Lessor and set forth in Warranty Manual. Lessee shall have all such service, maintenance and repair work, including warranty work, done at Chrysler Canada Ltd.'s authorized service garages which shall be deemed to include Lessee's own service locations. However, if Lessee wishes to make a warranty claim, then any work done for which such warranty claim or claims are to be made shall be done at Chrysler Canada Ltd.'s authorized service locations only.

OPERATING EXPENSES

9. Lessee shall provide, at its own expense, all gasoline, oil, windshield washer fluid and anti-freeze, maintenance, tires and accessories required for the proper operation and/or protection of each vehicle. Lessor shall not be obligated to pay for such washing, parking, garage, highway or other fees or tolls as may be incurred in connection with the operation of each vehicle.

RIGHT OF INSPECTION

10. Lessor reserves the right to inspect all vehicles leased hereunder on Lessee's premises at any time during the regular business hours, to determine vehicle condition; provided, however that nothing herein shall be deemed to obligate Lessee to keep the vehicles on Lessee's premises pending any such inspection.

COLLISION

11. Damage to any of the vehicles included in leased property resulting from collision or upset to be repaired at the expense of the Lessee.

INSURANCE

12. (1) Lessee shall provide and maintain at its own expense during the term of this agreement automobile insurance policies providing the following coverages on a blanket basis for each vehicle:

PUBLIC LIABILITY & PROPERTY

(a) Automobile public liability and property damage insurance with limits of not less than \$500,000.00 (inclusive coverage) regardless of the number of claims arising from any one accident.

COLLISION

(b) Damage to the insured vehicle arising out of collision or upset with \$100.00 deductible from each separate claim to be paid by Lessee.

FIRE, LIGHTNING AND THEFT

(c) Complete coverage for loss or damage caused by fire, lightning or theft of an entire automobile, to be paid by Lessee.

COMPREHENSIVE

(d) Comprehensive coverage, with \$25. deductible from each separate claim, except for claims arising from perils referred to in subparagraph (c) hereof.

All policies which are obtained shall be endorsed as follows:

(i) To include as insureds Chrysler Truck Centre Toronto Ltd., its officers, employees and agents;

(ii) To extend the coverage of such policies to include the liability assumed by Lessee on each vehicle under the terms and provisions of this agreement;

(iii) To provide that neither material change reducing the coverage afforded, nor cancellation of such policies shall be affected without thirty (30) days prior written notice to Lessor;

(iv) To provide that the insurance provided hereby shall be primary and shall not be contributory with any other insurance carried by Lessor;

~~(v) To provide that Lessor's interest as a named insured under such policies shall not be invalidated or otherwise adversely affected by any act or omission, negligent or otherwise, of Lessee or its agents, employees, sub-lessees, successors or assigns; and~~
(v) To provide that Lessor shall not be responsible for payment of any premiums required by the policies required to be carried by Lessee herein,

ADDITIONAL INSURANCE

12. (2) Lessee shall provide, at its own expense, any other insurance or bond that may be required by any Governmental authority as a condition to or in connection with the use or operation of any vehicle during the term of this agreement with respect to such vehicle. All insurance on Leased property shall expressly protect, as their interests may appear, both Lessee and Lessor and any person or organization responsible for the use or operation of such vehicles.

PROCEEDS

12. (3) Any proceeds of insurance on any vehicles or vehicle that may be received by Lessor for any loss or casualty that has been made good to Lessor by Lessee shall be paid to Lessee; provided that Lessor shall be able to deduct any payment equal to the amount of payment that Lessee may be in default to Lessor.

THEFT AND DISAPPEARANCE

12. (4) If for any reason a vehicle is stolen or disappears, or is destroyed or so damaged that it cannot economically be placed

in good working order for Lessee's use (except where such destruction or damage is caused by any part or parts of such vehicle which the manufacturer thereof would be obligated to ~~repair under its warranty on new motor vehicles~~) Lessee shall pay Lessor ~~at the termination of this agreement the~~ depreciation value of the vehicle as set out in Schedule "A" hereof, together with all accrued and unpaid interest. When Lessee has paid Lessor the amount due hereunder, Lessor shall continue to retain ownership of the vehicle in question and this agreement shall terminate with respect thereto.

PERMITTED USE

13. (a) (i) Each vehicle leased hereunder shall be used for the normal and usual purposes of a bus ~~in the business of Lessee~~ and, Lessee will not authorize or permit the truck to be operated by other than a qualified and licensed driver.

(ii) If there is provision for the Lessee to purchase the leased vehicle at a specific price during or at the end of this agreement, then such provision will only apply if the Lessee is not in default under this agreement, is not in arrears to the Lessor in his service or repair account, and is not in default under any other lease or leases which he may have with the Lessor wherein he is acting either as an individual, in partnership with others; or, as an officer of a limited company.

OPERATION OF VEHICLE

(b) Lessee shall comply with all laws, statutes, by-laws and other legal enactments governing the use and operation of motor vehicles which are now in force or may hereafter be enacted nor will Lessee authorize the use or operation of any motor vehicle leased hereunder except in accordance with the requirements of the policies of insurance placed upon such vehicle, which requirements Lessee acknowledges to be fully acquainted with.

SUB-LETTING

(c) Lessee shall not assign or sub-let its right hereunder. Lessor acknowledges the bus is to be operated by the Peel Association DESIGNATED AREA for Handicapped Adults.

(d) Any vehicle leased hereunder shall not be operated outside its designated area as indicated on the delivery receipt without the prior written consent of Lessor provided, however, that Lessee shall be at liberty to operate any vehicle outside its designated area without such consent on short isolated trips.

INDEMNITY

(e) Lessee agrees to defend, indemnify and save Lessor harmless in respect of any and all losses, claims, actions, judgements and costs arising out of the use and operation of each vehicle leased hereunder to the full extent of Lessor's liability in respect of which Lessor shall not in fact be indemnified by the insurance coverages provided for.

TITLE OF VEHICLE

(f) Full right, title and ownership of each vehicle leased hereby shall at all times remain vested in Lessor and Lessee covenants that no act shall be done to encumber, convert, abandon, destroy, pledge, sell, conceal, assign, hire, sub-lease, lend, place in jeopardy of confiscation, or in any other manner deal with any such vehicle so as to defeat, prejudice or impair Lessor's title thereto during the term for which vehicle is leased hereunder. Lessee hereby agrees to defend, indemnify and save Lessor harmless from any loss or damage which Lessor may sustain as a result of any of the foregoing acts.

CONSEQUENTIAL DAMAGE

14. Lessor shall not be responsible to Lessee, or to its agents, servants or employees, for any loss of business or other damage caused by any interruption of the service herein to be furnished

by Lessor, or by time lost in the repairing or replacing of any motor vehicles, nor for any loss, injury or damage arising out of or relating to Lessor's failure to deliver vehicles pursuant thereto by reason of strikes or other causes beyond control of Lessor.

DEFAULT

15. (a) (1) Time is of the essence in this agreement and in the event of default of Lessee in the payment of rent, the breach or nonperformance by Lessee of any of the covenants, terms or provisions hereof; or (2) If Lessee shall make an assignment for the benefit of its creditors or, becoming bankrupt or insolvent, shall take the benefit of an Act now or hereafter in force for bankrupt or insolvent debtors, or if Lessee shall permit any of its assets to be seized under a writ of execution or any other process of law, or shall any judgement against it remain unsatisfied for more than 15 days without stay of execution being obtained; then and upon the occurrence of every such contingency, this agreement may at the option of Lessor be immediately terminated, whereupon Lessee shall, at its expense, redeliver to Lessor the leased vehicle.

(b) In the event of default in the payment of rent, or upon the happening of any contingency provided in subparagraph (a) item (2) as set out above, the unpaid balance for the unexpired portion of the lease shall become due and payable, as liquidated damages and not as a penalty. Upon the exercise by Lessor of its power of termination;

(i) Lessee agrees to pay to Lessor the unpaid balance for the unexpired portion of the lease as Lessor's liquidated damages for sales, finance, depreciation and administrative costs and expenses allocated to the uninterrupted completion of this contract, in addition to any and all expenses due to abnormal wear and tear or neglect;

(ii) Lessor may at any time thereafter without notice, take possession of the leased vehicle, without process of law and Lessee hereby authorizes and empowers Lessor, its agents, servants, or representatives to enter any of Lessee's lands or premises, or any other place or places where the leased vehicle may be found, for the purpose of taking immediate possession thereof and Lessor shall not be liable for damages for the retaking of possession and Lessee shall pay the costs of such repossession including transportation and storage charges; and Lessee hereby irrevocably appoints Lessor and any of its officers its true and lawful attorney to execute any document necessary for the purposes of divesting Lessee or any other person of any right of possession of claims whatsoever to the said motor vehicle.

INDEMNIFICATIONS

16. Lessee covenants and agrees with Lessor that it will indemnify and save Lessor harmless from and against all fines and penalties, all liability and all loss, costs, damages, and expenses resulting from caused by or contributed to by the operation and use of the vehicle leased under this agreement from the time that it is delivered by Lessor to Lessee until the time that it is returned by Lessee to Lessor according to the terms hereof, save and except for any amount that is recovered by Lessor from time to time under any insurance policy referred to in paragraph 12 hereof. Lessee further covenants and agrees to pay Lessor the depreciated value of any vehicle leased hereunder which may be confiscated, forfeited or seized by any duly constituted authority or which is dealt with by Lessee contrary to the provisions of this agreement. The depreciated value of any such vehicle shall be determined in accordance with the provisions of Schedule "A" thereof.

ENTIRE AGREEMENT

17. This agreement and supplement riders, endorsements and delivery receipts issued pursuant thereto constitute the entire contract between the parties hereto. It is agreed that no representation, warranties or conditions, express or implied by statute or the common laws not contained herein shall vary, modify or extinguish any of the rights, duties, immunities, powers or disabilities of either of the parties, their heirs, executors, administrators, successors or permitted assigns.

ASSIGNMENT

18. Neither this agreement nor any interest herein may be assigned by Lessor without the consent of Lessee. This lease or its interest or any rent due or to become due, may however, be assigned by Lessor without consent of Lessee, but subject to the rights of Lessee hereunder. No assignee from Lessor or subsequent assignee shall be held liable or responsible for any act, omission or default of Lessor unless any such assignee shall expressly assume the obligations of Lessor hereunder and undertakes to perform the covenants and conditions to be performed by Lessor hereunder.

FORBEARANCE NOT WAIVER

19. The failure of either party hereto in any one or more instances to insist upon the performance of any of the terms, covenants or conditions of this agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges but the same shall continue and remain in full force and effect the same as if no such forbearance or waiver had occurred.

CHOICE OF LAW

20. This agreement shall not be effective unless and until accepted and executed by an officer of Lessor at Toronto, Ontario. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. If, however, any provision herein in any way contravenes the laws of any Province or jurisdiction where this agreement is to be performed so as to be invalid or unenforceable, such provision shall be deemed not to be part of this agreement, but such an event shall not void or effect any remaining provision of this agreement; and no action against Lessor shall be brought to construe or enforce this agreement or otherwise with respect to it except in the Courts of the Province of Ontario.

PARAGRAPH HEADINGS

21. The headings of paragraphs are for convenience only and do not define, limit or modify the contents thereof.

AMENDMENT

22. This agreement shall not be amended or altered in any manner unless such amendment be endorsed hereon in writing and signed on behalf of Lessor by an authorized representative thereof and on behalf of Lessee by an authorized executive or officer if a corporation or if it be unincorporated by the appropriate party or person.

NOTICE

23. Any notice given under this agreement by Lessor to Lessee or by Lessee to Lessor shall be given in writing and shall be, if to Lessee, at Lessee's address as in this agreement set out (or to such other addresses as either party shall have last furnished for such purpose to the other in writing.)

ADDITIONAL PROVISIONS AND SCHEDULE "A"

24. The special additional provisions if any, appearing in the body of Schedule "A" hereof expressly constitute a part of this agreement. It is further agreed by the parties hereto that when any changes occur in the number of vehicles leased, or the registration numbers of the vehicles, or the ownership of the vehicles, or any other change whatsoever, that a new Schedule "A" will be attached hereto and that such schedule when signed and dated by both parties shall constitute a part of this agreement and that all terms, guarantees, conditions, provisions, and warranties of this agreement shall continue to exist notwithstanding any amendments to Schedule "A" hereof. It is the express intention of the parties that the Lessor shall be able to add additional leased vehicles to Schedule "A" hereof, which vehicles shall be governed by the terms and conditions of this agreement. It is further agreed by the parties hereto that this agreement shall be interpreted at all times, as if the Schedule "A" which is attached to it at the same time in question, had been attached to it as at the date first mentioned above.

LESSEE'S

25. It is expressly understood and agreed that Lessor assumes no liability or responsibility for any acts, defaults or omissions of Lessee, or of Lessee's agents, servants or employees, or for any property of Lessee, its agents, servants or employees, or any other persons in privity with any of them. It is further understood that the Lessor assumes no liability or responsibility for any articles, chattels, or goods damaged, lost or stolen in or from the motor vehicle.

This agreement has been executed in duplicate, each copy of which shall be deemed to be an original.

IN WITNESS WHEREOF the Corporate Parties hereto have hereunto affixed their corporate seals attested by their proper signing officers, in that behalf and the Guarantor has hereunto affixed his hand and seal.

CHRYSLER TRUCK CENTRE TORONTO LTD.

Per _____ (C/S)
Secretary-Treasurer

Lessee

PEEL ASSOCIATION FOR HANDICAPPED ADULTS (C/S)
(Print Full Name of Company or Individual)

X Pamela J. Clertin X Title Chairman
(Signature of Owner or Officer)

SIGNED, SEALED)
AND DELIVERED)
IN THE PRESENCE)
OF:)

GUARANTOR

X _____ X
Guarantor Sign Here Seal

(Print Full Name of Guarantor Above)

Street Address

City or Town Province

SCHEDULE "A" TO FINANCE LEASE DATED _____ 19 _____

CONTRACT TERM 6 MONTHS COMMENCING _____ 19 _____

Make & Model	Model Year	Type	Serial Number	Delivery Date	MONTHLY PAYMENTS			Original Capital Value	*Monthly Termination Depreciation See Sec.12(4) Master Lease*	Residual Value At End of Lease Term
					Basic Monthly Charge	Sales Tax	Total Payment			
Dodge	1974	Dial-A-Bus			\$500.00	\$35.00	\$535.00	\$12,000.00	\$416.67/month applied to original capital value	\$9,500.00

SPECIAL PROVISIONS: Lessee agrees to pay \$500.00/month plus Ontario Retail Sales Tax for a period of 6 full months with the first and subsequent payments due the first of each month in advance. At the end of the 6 month lease term, Lessee has the option to purchase the vehicle for the original capital value of \$12,000.00. If the option to purchase is exercised Lessor agrees to credit \$2,500.00 of the total of \$3,000.00 paid in rentals towards the purchase price of \$12,000.00 and invoice the lessee at the net price ~~of \$9,500.00.~~

In the event the Lessee does not exercise his option to purchase, no refund of rentals will apply and the Lessee will return the vehicle promptly to Lessor's premises as elsewhere provided in the Master Lease.

Lessee is responsible for licencing, insurance and maintenance costs as provided elsewhere in the Master Lease.

Lessee agrees to pay the cost of mechanical fitness certification in the event the option to purchase is exercised.

* Refers only to final settlement in the event of total loss or destruction of any vehicle(s). It is agreed that this Schedule "A" is hereby made a part of the Finance Lease between the parties hereto.

LESSOR: CHRYSLER TRUCK CENTRE TORONTO LTD. LESSEE: _____ GUARANTOR: _____
 Print FULL name of Co. or individual (Sign Here)

X _____ BY X _____
 Officer or Director sign here (x) Owner, Officer or Director sign here (x) Print Guarantor's FULL name

TITLE: _____ TITLE: _____

Dated this _____ day of _____ 19 _____ Street Address, P. O. Box etc.
 City or Town Province

DATED: February 27, A.D. 1974

B E T W E E N :

THE CORPORATION OF THE
CITY OF BRAMPTON

- and -

PEEL ASSOCIATION FOR
HANDICAPPED ADULTS

MEMORANDUM OF AGREEMENT

GERALD H. MARSDEN
Barrister, etc.,
24 Queen Street East
Brampton, Ontario