



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 246-81

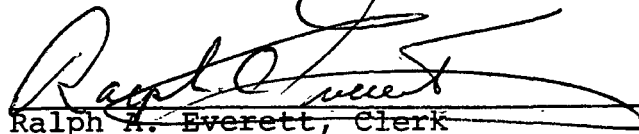
To authorize execution of a
transportation agreement with
the Peel Board of Education

The Council of The Corporation of the City of Brampton
HEREBY ENACTS AS FOLLOWS:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1 August 1981 between the Corporation of the City of Brampton and the Peel Board of Education, relating to the provision of transportation services for secondary school services.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 14th day of October, 1981.


James E. Archdekin, Mayor


Ralph A. Everett, Clerk

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON

DATE 10/14/81

MEMORANDUM OF AGREEMENT made in duplicate this
1st day of August, 1981.

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

THE PEEL BOARD OF EDUCATION

hereinafter called the 'Board'

OF THE SECOND PART

WHEREAS the City has agreed to provide to the Board, transportation service (herein called 'the service') on Brampton Transit for secondary school students on the terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein, the parties hereto agree with each other as follows:

Subject to the terms of this agreement, the City shall supply the service to the Board on regularly scheduled Brampton Transit routes for secondary school students from Northwood Park, Glendale, McMurphy South, J. A. Turner Secondary School, Peel Village (north of Eldomar), the Villages of Heart Lake, the Bramalea 'M' section and that area north of Queen which is east of the Etobicoke Creek, south of Bovaird Drive and west of Heart Lake.

2. The service shall be provided for the 1981 - 1982 school year on all regular school days, excluding the mid-winter break, Christmas vacation and all statutory holidays, commencing the 8th day of September, 1981 and continuing to the last day of examinations in June, 1982 between the hours of 7:30 a.m. to 9:00 a.m. in the morning, and 3:00 p.m. to 5:00 p.m. in the afternoon on all such regular school days.

3. The Board shall, on or before the 1st day of September 1981, provide the City with a list of all those students eligible for the service. The City shall then issue to these students, a permanent identification card (Transit Pass) and upon presentation of this Transit Pass at each time of boarding, the student shall be entitled to ride the bus free of charge during the times provided for by this agreement.

4. Each student shall be provided with one (1) permanent Transit Pass during the school year at no charge. In the event a Transit Pass is lost or destroyed during the school year, a replacement Transit Pass may be issued at a cost of Six Dollars (\$6.00) each provided however, no more than two (2) replacement Transit Passes shall be issued to any student during the school year. Each student shall be allowed a maximum of two (2) temporary Transit Passes during the school year. Students starting after the first day of school in September may be issued one (1) additional temporary Transit Pass.

5. The Transit Pass shall be subject to confiscation and revocation by the City if it is presented for use by any person other than the student to whom it was issued or for any act of mischief, defacement or misconduct on the bus or breach of any of the rules for riders on Brampton Transit.

6. The Board shall submit to the City any changes in the list of eligible students as these changes occur and the City shall either revoke or issue additional Transit Passes in accordance with such changes. In the event additional Transit Passes are to be issued, the City shall make satisfactory arrangements with the Board to issue temporary Transit Passes until the permanent Transit Passes are available.

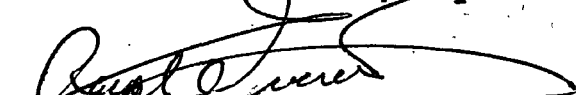
7. The Board shall pay to the City for the service, a fixed minimum rate of Four Hundred and Thirty-three dollars and Fifty cents (\$433.50) for each regular school day as defined by this agreement on which the service is provided. This rate is calculated on the basis of fifty-one cents (51¢) per student per day on a minimum ridership of eight hundred and fifty (850) students. In addition, the Board shall also pay to the City, an additional rate of fifty-one cents (51¢) for each student to whom a Transit Pass has been issued in excess of the minimum number of eight hundred and fifty (850) students.

8. Invoices calculated on the foregoing rates shall be submitted monthly by the City to the Board on the first day of each month, commencing the 1st day of October, 1981 for the service provided for in the preceding month. Each invoice shall be due and payable ten (10) days after it has been submitted.

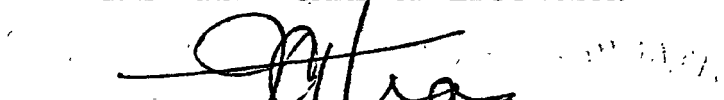
IN WITNESS WHEREOF THE PARTIES HERETO have hereunto affixed their corporate seals attested by the hands of their proper signing officers duly authorized in that behalf.

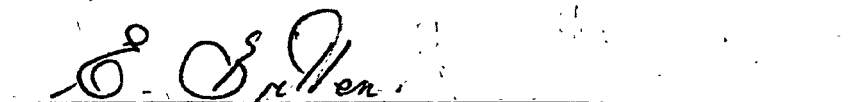
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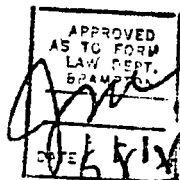

James E. Archdekin, Mayor


Ralph A. Everett, Clerk
(Oct 22/81)

THE PEEL BOARD OF EDUCATION


J. A. Fraser, Director of Education Title


(Mfs.) E. Britten, Regional Business Officer Title



PASSED October 14th 19 81



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Education