

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number _____180-78

To Authorize the Execution of an Agreement between The Corporation of the City of Brampton and the Peel Board of Education. (SCHOOL STUDENT TRANSPORTATION)

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 The Corporation of the City of Brampton and The Peel Board of Education, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council this 8th day of August 1978.

James E. Archdekin, Mayor Everett, Acting Clerk Ralph A.

MEMORANDUM OF AGREEMENT made in duplicate this

day of , 1978.

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON hereinafter called the 'City'

OF THE FIRST PART

AND

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, McMurchy South, Peel Village (north of Eldomar), the Villages of Heart Lake and the Bramalea 'M' section to Centennial High School, W. J. Fenton Secondary School and North Park Secondary School.

The service shall be provided for the 1978-1979 school year on all regular school days from the first day of regular classes in September to the last day of examinations in June, 1979, 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. The Board shall, on or before the 1st day of September, 1978, 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. In the event a Transit Pass is lost or destroyed, the student shall pay the regular student transit fare until a replacement card is issued. The fee for such replacement card shall be Four Dollars (\$4.00).

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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.

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.

The Board shall pay to the City for the service, a fixed minimum rate of Two Hundred and Thirty-two Dollars and Fifty Cents (\$232.50) for each regular school day as defined by this agreement the service is provided. This rate, is calculated on the basis of thirty-one cents (.31¢) per student per day on a minimum ridership of seven hundred and fifty (750) students. In addition, the Board shall also pay to the City an additional rate of thirty-one cents (.31¢) per day for each student to whom a Transit Pass has been issued in excess of the minimum number of seven hundred and fifty (750) students. 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, 1978 for the service provided for in the preceeding month. Each invoice shall be due and payable ten (10) days after it has been submitted.

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

THE CORPORATION OF THE CITY OF BRAMPTON JAMES E. ARCHDEKIN MAYOR CLERK

THE PEEL BOARD OF EDUCATION

TITLE

TITLE

DATED:

THE CORPORATION OF THE CITY OF BRAMPTON

AND

THE PEEL BOARD OF EDUCATION

AGREEMENT

JOHN G. METRAS, CITY SOLICITOR, CITY OF BRAMPTON, 24 QUEEN STREET EAST, BRAMPTON, ONTARIO. L6V 1A4 MEMORANDUM OF AGREEMENT made in duplicate this

, 1978. 79

BETWEEN:

day of

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OF THE FIRST PART

AND

1.

THE PEEL BOARD OF EDUCATION hereinafter called the 'Board'

OF THE SECOND PART .

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The Board shall pay to the City for the service, a fixed minimum rate of Two Hundred and Twelve Dollars and Thirty-five Cents (\$212.35) for each regular school day as defined by this agreement the service is provided. This rate, is calculated on the basis of thirty-one cents (.31¢) per student per day on a minimum ridership of six hundred and eighty-five (685) students. In addition, the Board shall also pay to the City an additional rate of thirty-one cents (.31¢) per day for each student to whom a Transit Pass has been issued in excess of the minimum number of six hundred and eighty-five (685) students.

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THE CORPORATION OF THE CITY OF BRAMPTON

JAMES E. ARCHDEKIN MAYOR CLERK

THE PEEL BOARD OF EDUCATION

Britten, Regional Business Officer (Mrs.) E TITLE

J.A. Fraser, Director of Education

TITLE

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1979 DATED: May

THE CORPORATION OF THE CITY OF BRAMPTON

AND

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THE PEEL BOARD OF EDUCATION

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AGREEMENT

JOHN G. METRAS, CITY SOLICITOR, CITY OF BRAMPTON, 24 QUEEN STREET EAST, BRAMPTON, ONTARIO. L6V 1A4 PASSED August 8th 19 78



BY-LAW

No.<u>180-78</u>

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(SCHOOL STUDENT TRANSPORTATION)



