



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 198-77

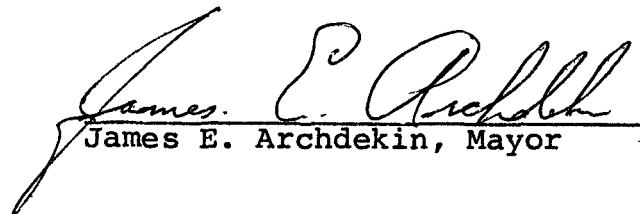
A By-law to authorize the execution of an Agreement between Toronto Area Transit Operating Authority and The Corporation of the City of Brampton.

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The Council of the Corporation of the City of Brampton  
ENACTS as follows:

1. That the Mayor and the Clerk are hereby authorized to execute an Agreement between Toronto Area Transit Operating Authority and the Corporation of the City of Brampton, attached hereto as Schedule "A".
2. That By-law 167-77 be and is hereby repealed.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of August, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

THIS AGREEMENT made in duplicate this  
22<sup>nd</sup> day of Aug. 1977, A.D.

B E T W E E N:

TORONTO AREA TRANSIT OPERATING AUTHORITY,  
(hereinafter referred to as the "Lessor")  
OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON,  
(hereinafter referred to as the "Lessee")  
OF THE SECOND PART.

The Toronto Area Transit Operating Authority (TATOA) does hereby lease unto the Lessee, the motor vehicles described in Schedule "A", attached hereto, at the rental stipulated herein, and upon the terms and conditions contained in this Agreement.

It is expressly understood and agreed that this is an Agreement of Lease only and the Lessee has by these presents acquired no right, title and interest in or to the property described in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Lessee shall pay to the Lessor for use of the vehicles described in Schedule "A", the sum of Four Hundred Dollars (\$400.00) each month per vehicle, and the parties hereto agree as follows:

1. During the term of this Agreement, the Lessee shall supply the Lessor with a certificate of insurance in respect to public liability, property damage and passenger hazard, covering the vehicles listed in Schedule "A" of this Agreement. Such insurance shall provide:
  - a) insurance against the hazard of fire, theft and Acts of God to cover the replacement value of each vehicle covered by this Agreement;
  - b) satisfactory insurance in respect of third party, public liability and property

damage in the amount of One Million Dollars (\$1,000,000.00).

The Lessee indemnifies and saves harmless the Lessor from all claims, suits and damages arising out of the lease and operation of the vehicles covered by this Agreement. The Lessee shall pay all licence fees in order to operate the vehicles described in Schedule "A".

2. All vehicles leased under this Agreement shall be operated only by safe, competent and licensed drivers who shall be agents of the Lessee only, and the Lessee shall require such drivers to operate all vehicles with due care and diligence, and use every reasonable precaution to prevent loss or damage to any vehicle because of fire, theft, collision, or damage to property or third persons.
3. The Lessee agrees to maintain the vehicles covered by this Agreement in a good mechanical condition and be responsible for the expense of all repairs incurred while in the possession of the Lessee, including tires and painting of the vehicles in the Lessee's operating colour identity.  
  
The Lessor reserves the right to inspect the vehicles from time to time during the term of this Agreement in order to determine that the vehicles are being maintained in good condition. If, in the opinion of the Lessor, suitable maintenance standards are not being maintained, the Lessor shall so advise the Lessee in writing. Upon receipt of this written notice, the Lessee agrees to comply with the requests of the Lessor within thirty (30) days of receiving the aforesaid notice. Failure to comply with the Lessor's request shall be cause for terminating this Agreement.
4. Upon the expiration or termination of this Agreement, the Lessee shall return to the Lessor, all the vehicles covered by this Agreement, at the place


or places then specified by the Lessor within the Metropolitan Toronto boundaries in as good mechanical condition and running order as they were when received by the Lessee, ordinary wear and tear excepted.

5. The failure of the Lessor in any one or more instances to insist upon the performance of any of the terms and conditions of this Agreement, or to exercise any right hereunder, or the waiver of any breach of any of the terms and conditions hereof shall not be construed as thereafter waiving any such terms or conditions or right, but the same shall continue in full force and effect as if no such forbearance or waiver had occurred.
  
6. The Lessor shall give any notices required under this Agreement to an Officer of the Lessee in writing delivered or registered to the Transit Manager, The Corporation of the City of Brampton, 24 Queen Street East, Brampton, Ontario, L6V 1A4. The Lessee shall give any notice required under this Agreement to the Lessor in writing delivered or registered to the Director of Operations, Toronto Area Transit Operating Authority, 3625 Dufferin Street, Downsview, Ontario, M3K 1Z2.
  
7. The duration of this Agreement shall be for a period from May 1st, 1977 to October 31st, 1977;  
At the termination of this Agreement, should the Lessee desire to purchase any or all of the vehicles covered by this Agreement, the Lessee shall have first right to do so.


IN WITNESS WHEREOF the parties hereto  
have caused to be executed these presents by their Officers  
properly authorized in that behalf.

SIGNED and SEALED this 8<sup>th</sup> day of September 1977, A.D.

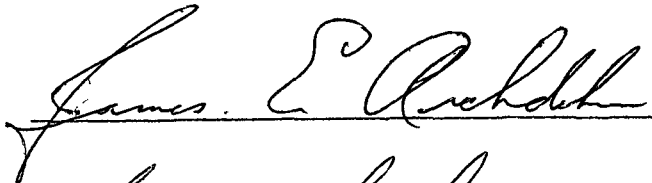
TORONTO AREA TRANSIT OPERATING AUTHORITY

  
Chairman

EXECUTION AUTHORIZED BY  
Members Resolution dated  
June 17<sup>th</sup> 1977.

  
Secretary

THE CORPORATION OF THE CITY OF BRAMPTON

 MAYOR

 CLERK

SCHEDULE "A"  
TO THE AGREEMENT BETWEEN  
THE TORONTO AREA TRANSIT OPERATING AUTHORITY  
AND  
THE CORPORATION OF THE CITY OF BRAMPTON

VEHICLE NO.

1222

1224

SERIAL NO.

R40CA4S017450

R40CA4S021616

RESOLVED August 22 19 77



# BY-LAW

No. 198-77

A By-law to authorize the execution of  
an Agreement between Toronto Area Transit  
Operating Authority and The Corporation  
of the City of Brampton.

BY-LAW 198-77 REPEALS BY-LAW 161-77