



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 219-92

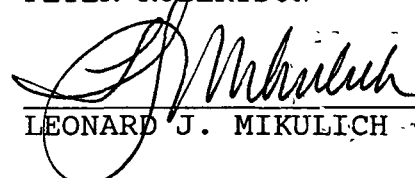
To confirm the proceedings of  
Council at its Regular  
meeting held on 1992 09 14

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

1. THAT the action of the Council at its Regular meeting held on 1992 09 14 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. THAT the Mayor and the proper officers of the City are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where other wise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the City to all such documents.
3. THAT this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its powers to proceed with, or to provide any money for, any undertaking, work, project, scheme, act, matter or thing referred to in subsection 64(1) of the Ontario Municipal Board Act, R.S.O. 1990, c.O.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. THAT any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with the Environmental Assessment Act, R.S.O. 1990, c.E.18.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 14th day of September, 1992.

  
PETER ROBERTSON MAYOR

  
LEONARD J. MIKULICH CLERK

# BELL CANADA CENTREX SERVICE AGREEMENT

AGREEMENT # XS-00048  
874-2000

The Corporation Of  
The City Of Brampton, hereinafter called the Customer, requests Bell Canada, hereinafter  
(Name of Customer)  
called the Company, to furnish and maintain the Centrex III service, equipment and/or facilities specified in Schedule 1 of this Agreement, on the premises of the customer at the locations listed in Schedule 1.

## GENERAL TERMS AND CONDITIONS:

Such service, equipment and/or facilities shall be provided by the Company in compliance with the applicable provisions of the Company's General Tariff including the Terms of Service and, without restricting the generality of the foregoing, subject to the lawful rates and charges from time to time filed with and approved by the Canadian Radio-television and Telecommunications Commission in respect of such service, equipment and/or facilities. The service is provided, at the Company's discretion, on a single wire centre or multiple wire centre basis, subject to the availability of suitable facilities.

## TERMS AND CONDITIONS SPECIFIC TO THIS AGREEMENT:

### Minimum Contract Period

The Minimum Contract Period (MCP) for this single/multiple wire centre system is 60 months, commencing October 1, 1992, terminating September 30, 1997.  
(commencement date) (expiry date)

The Agreement covers the initial group of voice/data locals and voice messaging mailboxes for both single wire centre and multiple wire centre systems; customers converting from single to multiple service (or vice versa) will be required to enter into a new Minimum Contract Period Agreement which shall have as its commencement date the original commencement date.

### Additional Locals

Additional voice/data locals and voice messaging mailboxes may be added during the life of the 5 year Minimum Contract Period at the same rates as locals and voice messaging mailboxes covered by the original Minimum Contract Period and for a period co-terminating with the 5 year Minimum Contract Period. When new locals are added during the last 6 months of the 5 year Minimum Contract Period and such additions reach a cumulative total of 160, such locals may be provided at the 5 year MCP rate provided the customer signs a new 5 year MCP contract coincident with the provision of the 160 local. Termination charges for the locals and voice messaging mailboxes provided under the existing 5 year Minimum Contract Period will not apply.

## Contract Renewal

- a) At the expiry of the 5 year Minimum Contract Period, all locals and voice messaging mailboxes will revert to one month rates unless a new 3/5 year Minimum Contract Period is negotiated.
- b) Customers can migrate from their existing 3 year contract to a new 3 or 5 year MCP without penalty, providing that the customer converts an equal or higher number of locals than those under the existing contract. Time remaining on an existing contract cannot be applied towards a new contract. Customers must sign a new 3 or 5 year contract in order to receive the discounted rates. Customers wishing to convert from a 5 year to a 3 year contract at a later date, may do so providing at least 2 years of the 5 year contract are completed and the customer converts an equal or higher number of locals than those under the existing contract.

## Termination Charges

- a) Before expiry of the Minimum Contract Period, the Customer may terminate all or part of the service subject to the following terms and conditions. The parties agree that the termination charges for locals and voice messaging mailboxes paid for on a 5 year Minimum Contract Period basis, shall be the total amount of the monthly rates listed in General Tariff Item 675.1 and 675.3 for the service, equipment and/or facilities which are applicable for the unexpired portion of the Minimum Contract Period. The locals and voice messaging mailboxes subject to such termination charges are:
  - i) the initial group provided at commencement date of the Minimum Contract Period;
  - ii) all additional locals and voice messaging mailboxes added after the commencement date;
- b) Subject to other provisions of this Agreement, termination charges shall not apply when a customer changes an existing Centrex III system from a single wire centre service to a multiple wire centre service.
- c) Lines and/or voice mail boxes may be relocated to other (existing or new) locations within the exchange without the application of termination charges, as long as the new location is suitably equipped for Centrex, the customer is under a Centrex contract and the same or a greater number of locals are added.

## Bill Minimums

In accordance with General Tariff Item 675.1, the following service bill minimum number of voice/data locals must be maintained throughout the life of the service.

- i) Single Wire Centre Service
  - 160 voice data locals originating in the Principal Wire Centre (Wire Centre where the customer's telephone numbers are resident)
- ii) Multiple Wire Centre Service
  - 1000 voice/data locals originating within the Exchange
  - 160 voice/data locals originating in the Principal Wire Centre (Wire Centre where the customer's telephone numbers are resident)
  - 160 voice/data locals originating in at least one other Wire Centre in the Exchange
- iii) Large Customer Multiple Wire Centre Service
  - 15,000 voice/data locals within the exchange

**SCHEDULE 1  
BELL CANADA  
CENTREX III SERVICE AGREEMENT ADDENDUM**

The information as listed below forms part of the Minimum Contract Period Agreement for:

The Corporation Of  
The City Of Brampton and commencing October 1, 1992  
(Name of Customer) (Commencement Date)

**SERVICE, EQUIPMENT AND/OR FACILITIES COVERED THEREBY:**

Service as filed with the C.R.T.C. known as CENTREX III.

This is a Single Wire Centre service in the John exchange  
(Single/Multiple Wire Centre)

located in Brampton, Ontario  
(City, Province)

**SERVICE LOCATIONS (if space insufficient use separate page)**

PRINCIPAL WIRE CENTRE (W/C) - John W/C  
(Name of W/C)

# OF VOICE/DATA LOCALS	# VOICE MESSAGING MAILBOXES	SERVICE ADDRESS
596	0	2 Wellington Street West

All locations served are within the City Of Brampton. Lists available

upon request.

SERVICE LOCATIONS

REMOTE WIRE CENTRES (if space insufficient use separate page)

NAME OF W/C	# OF VOICE/DATA LOCALS	# VOICE MESSAGING MAILBOXES	SERVICE ADDRESS

Total number of voice/data locals covered by this Agreement 596  
 Total number of voice messaging mailboxes covered by this Agreement \_\_\_\_\_

Note: Additional voice/data locals and voice messaging mailboxes may be added during the life of the 5 year Minimum Contract Period at the same rates as locals covered by the original Minimum Contract Period and for a period co-terminating with the 5 year Minimum Contract Period. When new locals are added during the last 6 months of the 5 year minimum contract period and such additions reach a cumulative total of 60 such locals may be provided at the 5 year MCP rate provided the customer signs a new 5 year MCP contract coincident with the provision of the 160th local for contracts less than 15,000 locals or 500th local for contracts with more than 15,000 locals. Termination charges for the locals and voice messaging mailboxes provided under the existing 5 year minimum contract period will not apply.

This initial/additional agreement signed at Brampton, this day of December 30 19 92.

M. Hashub  
for Bell Canada

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

By 219-92  
14th  
September 19 92

By Peter McEwen  
Mayor

By J. Mittruh  
City Clerk