



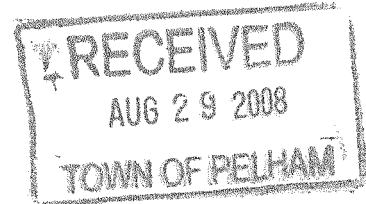
CITY OF WELLAND

Legal Department
60 East Main Street, Welland, ON L3B 3X4
Phone: 905-735-1700 ext. 2281 Fax: 905-734-7530
E-mail: laura.eden@welland.ca
www.welland.ca



August 27, 2008

The Corporation of the Town of Pelham
20 Pelham Town Square
Fonthill, Ontario
L0S 1E0



Attention: Town Clerk

Dear Sir:

Re: Welland Transit Agreement # 2979

We enclose agreement with Welland Transit in quadruplicate duly authorized by Welland Council.

Please have the necessary signing officers sign the agreement and return the red-lined copy and one additional copy to the undersigned, as the red-lined copy forms a part of the City of Welland By-law 2008-133.

Yours truly,


LAURA DEE EDEN,
Law Clerk

Encl.

THIS AGREEMENT made this 19th day of August, 2008,

BETWEEN:

THE CORPORATION OF THE CITY OF WELLAND,

Hereinafter referred to as "Transit"
Of the First Part;

-AND-

THE CORPORATION OF THE TOWN OF PELHAM,

Hereinafter referred to as the "Town"
Of the Second Part.

WHEREAS the Town requested a service proposal from Transit for transit services (the "Transit Service") within the Town of Pelham and to and from the City Of Welland as shown in Schedule "A", (referred to herein as the "Routes")

AND WHEREAS the Town has accepted the service proposal submitted by Transit and has agreed to provide compensation for the provision of the Transit Services as detailed herein;

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

1. In this agreement "Service Cost" shall mean, for the year September 2, 2008 to August 31, 2009, the amount set forth in subsection 9(i) hereof, and for any subsequent years, the amounts mutually agreed upon by the parties, net of fares collected as per Schedule "B" attached hereto form part of this Agreement.
2. The Agreement shall be for a term of one (1) year (the "Term") commencing on the 2nd day of September 2008 and terminating on the 31st day of August 2009, subject to section 4 hereof.
3. Provided that Town has paid fees when due and has performed and observed all the provisions of this agreement, Town shall have the option to renew this agreement, upon mutual agreement of both parties on the same terms and provisions, for a further one (1) year term, and further provided that such renewal shall be requested in writing by Town no later than sixty (60) days prior to the termination date.
4. This agreement may be terminated by either party, by providing written notice to the other no less than 60 days. If this agreement is terminated in accordance with section 3, the Transit shall be responsible to calculate the pro-rated service cost for the period prior to termination and bill the same to the Town.
5. The Administrator for the Town or their designate and the Transit Manager for the Transit or designate, shall meet not later than June 15th 2009 for the purpose of negotiating a possible extension of this agreement for the next following year(s) and such negotiation shall involve:
 - (i) determining the need to amend the Schedules hereto or the routes;
 - (ii) resolving any differences of opinion between the parties;
 - (iii) providing monitoring and reporting performance to the Transit
 - (iv) conducting a fare review; and
 - (v) determining the service cost for the subsequent year(s).
6. The route and schedules for Pelham shown in Schedule "A" attached hereto form part of this Agreement.
7. Transportation data pertaining to the Transit Services, as may be reasonably required, shall be available to both parties during normal working hours upon request.
8. Each of the parties hereto shall maintain and provide proof of general liability insurance in the amount of \$15,000,000 naming the other as an additional insured. The proof of insurance shall be satisfactory to the other party acting reasonably and shall contain a provision requiring the insurer to serve the other part at least thirty (30) days written notice of any cancellation of such policy.
9. Each party agrees to indemnify and hold harmless the other party from all liabilities for claims arising out of any matter or thing which is directly or indirectly the responsibility of such party under this agreement.
10. Transit shall not be held responsible for any service disruption due to unforeseen circumstances, such as weather, accidents, strikes, traffic congestions, detours, road closures, mechanical breakdowns, etc.

11. The responsibilities of Transit shall be as follows;

- (i) to operate the Routes in accordance with the schedules set out in Schedule "A" attached hereto;
- (ii) to provide the necessary buses and manpower to operate the Transit Services;
- (iii) not to change the hours or the level of service with respect to the Routes within the Town as attached hereto in Schedule "A" to the Agreement, without the prior written consent of the Town;
- (iv) to invoice the Town monthly for the Service Cost, plus GST, with a monthly ridership report and fare credit calculation to accompany the monthly invoice;
- (v) provide customer information, fare media and include the service in the Welland Transit Rider's Guide.
- (vi) provide the Town with the Town's share of the Gas Tax Rebate; which the Town's share of the rebate which will be based on the ridership on the Pelham route.

12. The responsibilities of the Town shall be as follows;

- (i) to pay the Transit a monthly fee based upon a formula more particularly described in Schedule "B" to this Agreement for the provision of Transit Services within 30 days of receipt of invoice.
- (ii) the Town agrees to maintain the same fare structure as Transit as set out in Schedule "C";
- (iii) to maintain all stops and/or shelters on the Routes within the municipal boundaries of Pelham;
- (iv) to determine the level of service to be operated on the Routes and to give sixty (60) days written notice, prior to September 2, 2008 of any service changes; Provided that any increase or reduction in the level of service shall be accompanied by a corresponding increase or reduction in the Service Cost agreed upon by the parties hereto;

13. Any notice required to be given under this agreement shall be considered effectively given, if sent by registered mail as follows:

- (i) in the case of City of Welland, at:

60 East Main Street, Welland, Ontario L3B 3X4
Attention: Transit Manager

- (ii) in the case of Town of Pelham, at:

20 Pelham Town Square, Fonthill, Ontario L0S 1E0
Attention: Town Clerk

Notices shall be deemed to have been received on the fifth (5th) business day, from the date stamped by Canada Post for the sending of such registered mail.

14. This agreement shall be binding upon the parties hereto, their successors and assigns and time shall be of the essence.

15. This Agreement and the Schedules hereto constitute the entire agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement, whether oral or written, expressed or implied, statutory or otherwise, except as specifically set out in this Agreement.

16. Nothing in the Agreement shall be deemed in any way or for the purpose to constitute any party, the partner of any other party.




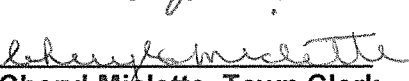
17. No modification, supplement, termination, waiver or amendment to the Agreement may be made unless agreed to by the parties in writing.

18. The rights of either party hereunder shall not be assignable without the prior written consent of the other party which consent shall not be unreasonably withheld.

19. Any and all disputes, claims or controversies arising out of or in any way connected with this Agreement, its negotiation, performance, breach, existence or validity shall be referred to and finally settled by binding arbitration conducted by three arbitrators in accordance with the Arbitrations Act (Ontario). The place of the arbitration shall be Pelham, Ontario. The language of the arbitration shall be English. The parties shall each appoint an arbitrator within 10 days following written notification of a dispute by one of the parties to the other. If a party fails to appoint an arbitrator within such a 10 day

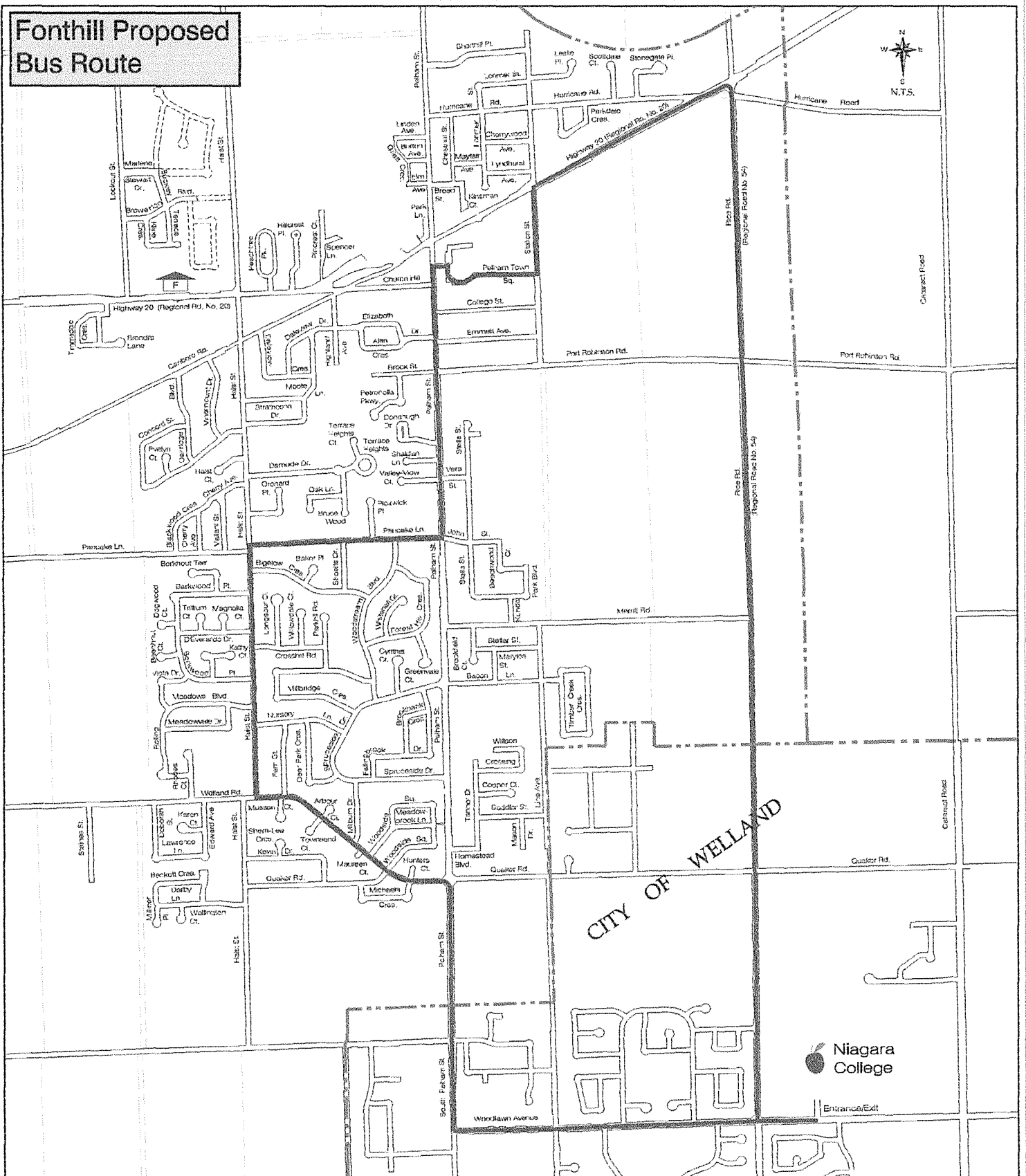
period, the parties agree that the party who has selected an arbitrator may make application to a senior judge of the Ontario Court (General Division) in the Judicial District of Niagara South (the "Court") for the appointment of the second arbitrator; the appointment of the Court of the second arbitrator shall be final and binding. The two arbitrators so appointed shall be within 10 days following their appointment select a third arbitrator, failing which the parties agree to make application to the Court for the appointment of a third arbitrator; the appointment by the Court of the third arbitrator shall be final and binding. The parties agree that the third arbitrator shall chair the arbitration.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals duly attested to by the hands of the proper signing officers in that behalf.


)	THE CORPORATION OF THE CITY OF WELLAND
)	
)	<u>Damian Goulbourne, Mayor</u>
)	
)	<u>Barbara Gallaccio, City Clerk</u>
)	THE CORPORATION OF THE TOWN OF PELHAM
)	
)	<u>David Augustyn, Mayor</u>
)	
)	<u>Cheryl Mickle, Town Clerk</u>

SCHEDULE "A"

Fonthill Proposed Bus Route



Symbols Legend

 - Bus Route

May 2008

**SCHEDULE "B" TO AGREEMENT DATED AUGUST 19, 2008
BETWEEN THE CORPORATION OF THE CITY OF WELLAND
AND THE CORPORATION OF THE TOWN OF PELHAM**

COMPENSATION FORMULA

\$360 per day Monday to Friday – No Holiday Service*
Less Fare Credits as per Schedule C

*Statutory Holidays are as follows;

New Years Day
Family Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

**SCHEDULE "C" TO AGREEMENT DATED AUGUST 19, 2008
BETWEEN THE CORPORATION OF THE CITY OF WELLAND
AND THE CORPORATION OF THE TOWN OF PELHAM**

Cash Fares	
Adult/Post secondary, Student, Senior	\$2.50
Children (5-12)	\$1.25
Children (under 12) accompanied by adult	FREE
Preschool children (4 and younger)	FREE
Inter-Municipal Fares	
Cash	\$3.25
Transfer	\$1.00
Econo Pass (10 punches)	\$27.50
Econo Pass	
Adult/Post Secondary (22 punch)	\$42.00
Adult/Post Secondary (10 punch)	\$22.00
Student (Secondary with proper ID) (22 punch)	\$33.00
Student (Secondary with proper ID) (10 punch)	\$19.00
Senior (Proper ID required) (22 punch)	\$33.00
Senior (Proper ID required) (10 punch)	\$16.50
Monthly Pass (Unlimited)	
Adult/ Post secondary	\$69.00
Student (Secondary with proper ID)	\$59.00
Senior (Proper ID required)	\$52.00
Semester Pass	
January – April (transfer fee included)	\$280.00
May – August (transfer fee included)	\$280.00
September – December (transfer fee included)	\$280.00
Trans-Cab Transfer	\$0.75



CERTIFICATE OF INSURANCE

TO: CORPORATION OF THE CITY OF WELLANDRE: WITH RESPECT TO THEIR AGREEMENT WITH THE NAMED INSURED FOR TRANSIT SERVICES

INSURANCE AS DESCRIBED HEREIN HAS BEEN ARRANGED ON BEHALF OF THE INSURED NAMED HEREIN UNDER THE FOLLOWING POLICY(IES); AND AS MORE FULLY DESCRIBED IN SAID POLICY(IES), AND ANY ENDORSEMENTS ATTACHED THERETO.

INSURED: CORPORATION OF THE TOWN OF PELHAM AND/OR TOWN OF PELHAM LIBRARY BOARD

INSURER	TYPE OF POLICY	POLICY N°	TERM		LIMITS OF LIABILITY
			EFFECTIVE DATE	EXPIRY DATE	
SUBSCRIPTION POLICY	COMMERCIAL GENERAL LIABILITY	CP99682	JAN. 1, 2009	JAN. 1, 2010	\$ 15,000,000. Inclusive bodily injury and property damage
	AUTOMOBILE				\$ Inclusive bodily injury and property damage
	OTHER INSURANCE				\$ Inclusive bodily injury and property damage

ADDITIONAL INSURED:

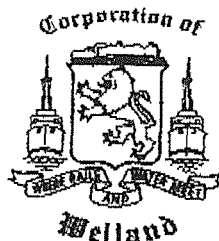
Only with respect to the above and arising out of the Named Insureds operations is the following name added to the policy as an additional Insured. The addition of such Insured shall not increase the Limits of Liability as shown above.

ADDITIONAL COVERAGE: Blanket Contractual/ Tenant's Legal Liability/ Cross Liability

This Certificate is only a summary of the insurance provided under the Master Policy(ies) and constitutes a statement of the facts as of the date of issuance and are so represented only to the addressee.

DATE: January 21, 2009SIGNATURE: Naveen Shah

/NS



**THE CORPORATION OF
THE CITY OF WELLAND**

City Clerk and Legal Services Department
60 East Main Street
Welland ON L3B 3X4
Phone: 905-735-1700 Fax: 905-734-7530
Website: www.welland.ca
E-mail: laura.eden@welland.ca

Fax

To: CHERYL MICLETTE, Town Clerk **From:** LAURA DEE EDEN, Law Clerk

Fax: (905) 892-5055

Pages: 2 - INCLUSIVE OF COVER PAGE

Date: January 15, 2009

Re: Welland Transit - Extension of Service to Town of Pelham

Comments:

Please forward the certificate of insurance at your earliest convenience. (see previous request attached)

IF ANY PAGES ARE MISSING OR ILLEGIBLE, PLEASE CALL LAURA EDEN @ 905-735-1700, EXT. 2281.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL TO US BY POSTAL SERVICE AT THE ADDRESS NOTED ABOVE. THANK YOU.

**CITY OF WELLAND**

City Clerk and Legal Services Department
60 East Main Street, Welland, ON L3B 3X4
Phone: 905-735-1700 ext. 2281 Fax: 905-734-7530
E-mail: laura.eden@welland.ca
www.welland.ca



December 5, 2008

FILE COPY

Town of Pelham
20 Pelham Square
Fonthill, Ontario
L0S 1E0

Attention: Cheryl Miclette, Town Clerk

Dear Ms. Miclette:

Re: Welland Transit - Extension of Service

We enclose for your records a certified copy of by-law 2008-133 with attached Transit Agreement dated August 19, 2008, duly signed by both parties.

Also enclosed is the Certificate of Insurance in accordance with provision 8. Please provide a copy of the Town of Pelham's Certificate of Insurance for our records.

We trust the foregoing is in order.

Yours truly,


LAURA DEE EDEN,
Law Clerk

Encl.

c.c. Alfred Stockwell, Transit Manager

CERTIFICATE OF INSURANCE

TO: CORPORATION OF THE TOWN OF PELHAM

RE: WITH RESPECT TO THEIR AGREEMENT WITH THE NAMED INSURED FOR TRANSIT SERVICES

INSURANCE AS DESCRIBED HEREIN HAS BEEN ARRANGED ON BEHALF OF THE INSURED NAMED HEREIN UNDER THE FOLLOWING POLICY(IES); AND AS MORE FULLY DESCRIBED IN SAID POLICY(IES), AND ANY ENDORSEMENTS ATTACHED THERETO.

INSURED: CORPORATION OF THE CITY OF WELLAND AND/OR BOARDS OF MANAGEMENT FOR THE DOWNTOWN IMPROVEMENT AREA AND THE NORTH WELLAND IMPROVEMENT AREA AND/OR WELLAND DEVELOPMENT COMMISSION

INSURER	TYPE OF POLICY	POLICY N°	TERM		LIMITS OF LIABILITY
			EFFECTIVE DATE	EXPIRY DATE	
SUBSCRIPTION POLICY	COMMERCIAL GENERAL LIABILITY	CP99128	DEC. 31, 2007	DEC. 31, 2008	\$ 15,000,000. Inclusive bodily injury and property damage
	AUTOMOBILE				\$ Inclusive bodily injury and property damage
	OTHER INSURANCE				\$ Inclusive bodily injury and property damage

ADDITIONAL INSURED: Only with respect to the above and arising out of the Named Insureds operations is the following name added to the policy as an additional Insured. The addition of such Insured shall not increase the Limits of Liability as shown above.

ADDITIONAL COVERAGE: Blanket Contractual/ Tenant's Legal Liability/ Cross Liability

This Certificate is only a summary of the insurance provided under the Master Policy(ies) and constitutes a statement of the facts as of the date of issuance and are so represented only to the addressee.

DATE: November 28, 2008

SIGNATURE: Noreen Shah

NS

CERTIFICATE OF INSURANCE

TO: CORPORATION OF THE TOWN OF PELHAM

RE: WITH RESPECT TO THEIR AGREEMENT WITH THE NAMED INSURED FOR TRANSIT SERVICES

INSURANCE AS DESCRIBED HEREIN HAS BEEN ARRANGED ON BEHALF OF THE INSURED NAMED HEREIN UNDER THE FOLLOWING POLICY(IES); AND AS MORE FULLY DESCRIBED IN SAID POLICY(IES), AND ANY ENDORSEMENTS ATTACHED THERETO.

INSURED: CORPORATION OF THE CITY OF WELLAND AND/OR BOARDS OF MANAGEMENT FOR THE DOWNTOWN IMPROVEMENT AREA AND THE NORTH WELLAND IMPROVEMENT AREA AND/OR WELLAND DEVELOPMENT COMMISSION

INSURER	TYPE OF POLICY	POLICY N°	TERM		LIMITS OF LIABILITY
			EFFECTIVE DATE	EXPIRY DATE	
SUBSCRIPTION POLICY	COMMERCIAL GENERAL LIABILITY	CP99128	DEC. 31, 2008	DEC. 31, 2009	\$ 15,000,000. Inclusive bodily injury and property damage
	AUTOMOBILE				\$ Inclusive bodily injury and property damage
	OTHER INSURANCE				\$ Inclusive bodily injury and property damage

ADDITIONAL INSURED: Only with respect to the above and arising out of the Named Insureds operations is the following name added to the policy as an additional Insured. The addition of such Insured shall not increase the Limits of Liability as shown above.

ADDITIONAL COVERAGE: Blanket Contractual/ Tenant's Legal Liability/ Cross Liability

This Certificate is only a summary of the insurance provided under the Master Policy(ies) and constitutes a statement of the facts as of the date of issuance and are so represented only to the addressee.

DATE: November 28, 2008

SIGNATURE: Noreen Shah

NS