

# Attachment 1

## Memorandum of Understanding (MOU)

Between:

**The Corporation of the Town of Halton Hills**  
(hereinafter referred to as “Halton Hills”)

And

**The Corporation of the Town of Milton**  
(hereinafter referred to as “Milton”)

**WHEREAS** Halton Hills is the owner of Activan which operates specialized transit vehicles and services in the Town of Halton Hills;

**AND WHEREAS** Milton is the owner of Milton access+ which operates specialized transit vehicles and services in the Town of Milton

**AND WHEREAS** Milton is the beneficial and registered owner of certain lands at the municipality known as 1010 Main Street East, Milton, Ontario, L9T 6H7 (“Milton Lands”);

**AND WHEREAS** Milton has agreed to grant Halton Hills approval to use and occupy a portion of Milton Lands for Activan specialized transit service for the purpose of transferring passengers to and from Milton access+ specialized transit service on the terms and conditions contained herein;

**NOW THEREFORE** in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Grant of Access**

- 1.1 Milton hereby grants Halton Hills the non-exclusive right and access to use the portion of Milton Lands as per Schedule “A”, which shall be comprised of a bus stop (the “Transfer Point”), solely for the purpose of loading and discharging its passengers for the operation of a specialized transit service, either directly or through a contract operator, on the terms and conditions as contained herein.
- 1.2 For the purpose of this MOU, all references to Halton Hills throughout shall, where appropriate, also apply to and is deemed to include any of Halton Hills contract operators.
- 1.3 Milton shall use reasonable commercial efforts, subject to force majeure, any matters beyond the reasonable control of Milton, emergencies, repairs or weather, to make the Transfer Point available to accommodate passenger transfers, and to provide a clear and unobstructed path along the route.
- 1.4 It is understood and agreed that Milton, its agents, employees and contractors, shall at all times have the right to enter upon the Transfer Point without the consent of Halton Hills and nothing herein shall be construed as restricting or altering Milton’s right, title and interest in or to the Transfer Point.

## **2. Services**

- 2.1 Halton Hills and Milton shall accept reciprocal eligibility and policies for specialized transit passengers based on criteria established from the Integrated Accessibility Standards Regulation (IASR-191/11), Accessibility for Ontarians with Disabilities Act (AODA).
- 2.2 Halton Hills and Milton shall establish operational and procedural rules to accommodate and coordinate specialized transit transfers at the Transfer Point.
- 2.3 No fare shall be charged for transfers onto Halton Hills or Milton specialized transit services at the Transfer Point. Halton Hills and Milton shall accept specialized transit transfers at the Transfer Point with a mutually agreed validation method.

## **3. Term**

- 2.1 The term of this MOU (the "Term") shall commence on the 31<sup>st</sup> day of January 2022, and shall expire on the 31<sup>st</sup> day of December 2023. The Term may be extended by mutual written agreement of the parties, which written agreement can be made by email.
- 2.2 Any party shall have the right to terminate this MOU upon sixty (60) days written notice to the other party for any reason.

## **4. Milton Responsibilities**

- 4.1 Milton shall maintain and keep the Transfer Point in good order and condition.
- 4.2 For greater certainty, Milton shall be responsible for providing maintenance services and snow removal at the Transfer Point.

## **5. Halton Hills Covenants**

- 5.1 Halton Hills shall not:
  - 5.1.1 Do, omit, permit or suffer to be done or exist on Milton Lands anything which shall be in breach of any law, regulation, by-law or the legal requirement or any reasonable requirements of any insurer under any policy or insurance affecting any part of Milton Lands.
  - 5.1.2 Erect or place any signs or any nature or kind whatsoever either on the exterior walls or within the Milton Lands property without the prior written approval of Milton.

## **6. Insurance**

- 6.1 Halton Hills shall obtain and maintain in force and effect, Commercial General Liability Insurance on an occurrence basis with an insurer licensed to conduct business in Ontario, which shall include coverage for bodily injury and property damage and shall include cross liability and severability of interest clauses. Such policy shall be written with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence. The Policy shall be endorsed to include the Town of Milton as an Additional Insured and shall contain an undertaking by the insurers to notify Milton in writing not

less than thirty (30) days before any material change in risk or cancellation of coverage. Halton Hills shall provide Milton with a Certificate of Insurance evidencing said coverage.

## 7. Indemnification

- 7.1 Halton Hills shall indemnify, defend and save harmless Milton and its elected officials, officers, employees, operators, contractors and agents from any and all liability arising out of any claims, demands, losses, costs, or expenses which may be suffered or incurred by or asserted against Milton, including any claims for damage or injury to property or person, which arise as a result of the activities, actions, non-action or operations of Halton Hills in relation to this MOU.
- 7.2 Milton shall indemnify, defend and save harmless Halton Hills and its elected officials, officers, employees, operators, contractors and agents from any and all liability arising out of any claims, demands, losses, costs, or expenses which may be suffered or incurred by or asserted against Hills, including any claims for damage or injury to property or person, which arise as a result of the activities, actions, non-action or operations of Milton in relation to this MOU.
- 7.3 Halton Hills agrees to provide evidence of Workplace Safety and Insurance Board coverage or, in the alternative, Employer's Liability Insurance.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals.

THE CORPORATION OF THE TOWN OF HALTON HILLS

Per: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Name:  
Title:

Per: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Name:  
Title:

We have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF MILTON

Per: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Name:  
Title:

We have the authority to bind the Corporation.

## SCHEDULE "A"

1010 Main St East, Milton ON

