

TRANSIT SERVICES AGREEMENT

THIS AGREEMENT made as of the 6th day of September, 2022 ("Effective Date").

BETWEEN:

THE CORPORATION OF THE TOWN OF HALTON HILLS
(hereinafter referred to as "Halton Hills")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWN OF MILTON
(hereinafter referred to as "Milton")

OF THE SECOND PART

WHEREAS Halton Hills and Milton are lower-tier municipalities within the meaning of the Municipal Act, 2001 S.O. 2001 c. 25 as amended;

AND WHEREAS subsection 19(2) of the Municipal Act, 2001 permits a municipality to provide a municipal system to provide a service in another municipality with the consent of that municipality;

AND WHEREAS Halton Hills has requested Milton to provide, and hereby consents to Milton providing, the Services (as hereinafter defined), upon the terms and conditions of this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration in the sum of TWO DOLLARS (\$2.00) of lawful money of Canada paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged by both parties), the parties hereto covenant and agree to and with each other as follows:

SECTION 1 PROVISION OF SERVICES

- 1.1 Halton Hills hereby authorizes Milton, and Milton hereby agrees, for the Term (as hereinafter defined) and in accordance with the provisions of this Agreement, to operate and provide the transit services ("Services") set forth in Schedule "A" as of the Effective Date, on the days and scheduled times set forth in Schedule "B", as amended from time to time through written agreement by the parties. Unless otherwise provided in this agreement, Halton Hills shall, at its sole cost, be responsible for performing or providing any responsibilities, obligations, equipment, materials and/or services which are not part of the Services provided by Milton as expressly provided in this agreement.

- 1.2 This agreement shall be applicable to the Services operated in accordance with Section 1.1. The parties further agree that additional Services including, without limitation, routes and/or extension of hours may, if agreed to in writing by both parties, be provided by Milton. All future extension of Services, including an extension of routes, segments of routes and/or hours, as agreed to by the parties shall be governed by the terms and conditions as set out in this agreement, *mutatis mutandis*, as amended in writing from time to time.
- 1.3 The parties agree that Milton shall have the sole management and responsibility of providing the Services and Milton shall, at its sole discretion, arrange for the transit operators and necessary equipment, unless otherwise provided in this Agreement including, without limitation, in accordance with Sections 1.7, 1.8 and 1.9. Milton shall provide all buses, farebox equipment, surveillance equipment, Automated Vehicle Location (AVL) equipment and communications equipment.
- 1.4 The parties agree that fares to be charged for those using the Services shall be established and adjusted from time to time by Milton in its sole discretion provided, however, that Milton shall provide Halton Hills with not less than forty-five (45) days prior notice of any change in fare pricing. The parties further agree that Milton shall be responsible for the collection of fares charged to those persons using the Services as provided for in Section 1.1.
- 1.5 Milton agrees to accept valid Halton Hills fare media from passengers at bus stops for the Services within the municipal boundaries of Halton Hills. Halton Hills shall provide samples of valid fare media (i.e. tickets and passes) within 30 days of planned implementation.
- 1.6 Milton and Halton Hills shall accept free transfers at bus stops for the Services within the municipal boundaries of Halton Hills for connections to and from Halton Hills ActiVan, with a mutually agreed transfer validation method.
- 1.7 Halton Hills shall, at its sole expense, be responsible for the design, construction and installation of accessible bus stop landing pads and bus stop posts for the Services within the municipal boundaries of Halton Hills.
- 1.8 Halton Hills shall, at its sole expense, obtain and maintain all necessary permissions, consents, approvals, authorizations and property rights to enable Milton to install bus stop signs, markers and/or flags to the satisfaction of Milton's Director of Transit Services, acting reasonably.
- 1.9 Halton Hills shall, at its sole expense, be responsible for the maintenance, repair and replacement of, and for ensuring the uninterrupted and unobstructed accessibility and clearing (including, without limitation, snow clearing from), all bus stops, bus bays, benches, shelters, bus stop pads, passenger amenities at bus stops, sidewalks, roads and access roads within the municipal boundaries of Halton Hills, which will be utilized by Milton for the Services. If Halton Hills desires to install benches, accessible bus stop pads, shelters or any other passenger amenities at any bus stop within the municipal boundaries of Halton Hills, it may do so at its sole expense and it shall be responsible for the ongoing maintenance, repair and replacement of these amenities. The placement of these amenities shall be done with prior consultation with Milton.
- 1.10 Milton shall use reasonable efforts to provide timely performance of the Services but, notwithstanding anything to the contrary in this Agreement or otherwise, the parties hereby

agree that, in no event or circumstance, shall Milton have any liability or responsibility for any delay, cancellation, failure or interruption whatsoever in providing the Services including, without limitation, for any transit trip or service interruptions or cancellations or any loss, liability, damage, cost or expense arising from any trip or service cancellation or interruption or for any delay or interruption in providing the Services. Furthermore, in no event or circumstance whatsoever shall Halton Hills be entitled to any credit, rebate, reimbursement, reduction in the Cost of Operation, or payment of any kind whatsoever for any such interruption or delay in providing the Services.

- 1.11 Any complaints from passengers using the Service will be dealt with by Milton in accordance with its complaint response process. Milton will provide Halton Hills with a summary of the nature of the complaints on a quarterly basis.

SECTION 2

COST OF OPERATION, REVENUE AND RIDERSHIP ALLOCATION

- 2.1 For the purposes of this Agreement, the following terms shall have the following meaning:

"Cost of Operation" means fifty percent (50%) of: (1) the Hourly Service Rate for the relevant period multiplied by the Service Hours for such relevant period; plus (2) the Fuel Rate for the relevant period multiplied by the Fuel Consumption for the relevant period;

"CPI Increase" means the increase in the Consumer Price Index

"Fuel Consumption" means the fuel consumption of the vehicles used to provide the Services which shall be determined based on the 2009 Altoona-test fuel consumption average from Arboc Spirit of Mobility bus as set out in Schedule "C" attached hereto which shall be used to determine the fuel quantity based on the number of kilometres travelled by vehicles that are used to provide the Services.

"Fuel Rate" means the fuel rate reported by Statistics Canada as the average monthly gasoline price for Toronto, Ontario for the prior month at the time that Milton invoices Halton Hills for the Services;

"Hourly Service Rate" means: (a) for calendar year 2022, the Hourly Service Rate ("2022 Hourly Service Rate") outlined in Schedule "C" of this Agreement (as it may be amended from time to time) which, subject to any adjustment as hereinafter provided, is \$107.40, and (b) for the calendar year 2023 the Hourly Service Rate shall be the 2022 Hourly Service Rate increased by the CPI Increase for the calendar year 2022, and (c) for any subsequent calendar year, the Hourly Service Rate shall be the prior year Hourly Service Rate increased by the CPI Increase for the prior calendar year.

"Passenger Revenue" shall mean the classified cash fare revenue recorded from the Milton GFI Farebox System while operating the Service, reported by Milton monthly.

"Service Hours" means the number of hours determined by Milton to provide the Services for the relevant period as outlined in Schedule "C" attached hereto (as it may

be amended from time to time), which shall be subject to adjustment as hereinafter provided including, without limitation, if there is a change in Services or routes for the Services.

Notwithstanding the foregoing or anything to the contrary, if there is any change in the Services, Service Hours, number of kilometres, dates and times of the Services, route changes for the Services, number of hours required to perform the Services, Schedule "A", Schedule "B" or any change in the direct or indirect costs or expenses (including, without limitation, Milton's costs and expenses of administration, management, maintenance, repair, fuel consumed and vehicle depreciation) incurred by Milton to provide the Services, Milton may change the Cost of Operation including, without limitation, the Hourly Service Rate, Fuel Consumption and/or Service Hours and where: (1) such change is immaterial, Milton may do so by notice in writing provided to Halton Hills which notice may be provided, without limitation, by email and which change shall come into effect immediately after such notice is provided to Halton Hills, or (2) such change is material, Milton may do so by notice in writing ("Change Notice") to Halton Hills, by providing a new or revised Schedule "C" to Halton Hills which provides for an increase in the Cost of Operation, Hourly Service Rate, Fuel Consumption and/or Service Hours. Within 30 days ("Objection Period") of receipt of the Change Notice, Halton Hills shall notify Milton whether it accepts the Change Notice and the new Schedule "C". If Halton Hills does not object to the Change Notice, within the Objection Period, then it will be deemed to accept the Change Notice and the new Schedule "C" and the Cost of Operation, Hourly Service Rate, Fuel Consumption and/or Service Hours shall be revised, in accordance with the Change Notice and new Schedule "C", effective as of the expiry of the Objection Period or such earlier date mutually agreed in writing by the parties. If Halton Hills, by notice in writing provided to Milton during the Objection Period, objects to the Change Notice then the parties will, during the following 30 days ("Discussion Period"), discuss the Change Notice and endeavour to mutually agree on the terms of any adjustment to the Cost of Operation, Hourly Service Rate, Fuel Consumption and/or Service Hours and, if the parties are so able to mutually agree, then Schedule "C" shall be so revised by Milton and a copy shall be sent to Halton Hills. If the parties are, during the Discussion Period, unable to mutually agree on such adjustment to the Cost of Operation, Hourly Service Rate, Fuel Consumption and/or Service Hours, then either party may, during the 60-day period following the Discussion Period, elect to terminate this Agreement upon providing not less than 90 days written notice of termination to the other party.

- 2.2 Halton Hills shall pay Milton for the monthly Cost of Operation of the Services as set out in Section 2.6. Milton shall determine and invoice Halton Hills for the monthly Cost of Operation.
- 2.3 Milton shall provide a quarterly statement (based on a calendar year) to Halton Hills outlining the total revenue kilometres, revenue vehicle hours and the number of vehicles used to operate the Services.
- 2.4 Milton agrees to provide Halton Hills, upon request, with an explanation of how it has calculated the Cost of Operation (as determined by Sections 2.1 and 2.2) and Passenger

Revenue (as determined by Section 2.5) for the relevant period have been calculated and an explanation of the cost factors used.

- 2.5 Halton Hills shall be entitled to 50% of Passenger Revenue (“Halton Hills Passenger Revenue Share”) actually collected by Milton for the Services, which shall be netted against the Cost of Operation as set out in Section 2.6 hereof. Except for the Halton Hills Passenger Revenue Share, the parties acknowledge and agree that Halton Hills shall not receive and shall not be entitled to receive any other revenues of any kind whatsoever relating to the Services including, without limitation, any advertising revenues.
- 2.6 Halton Hills shall pay Milton 50% of the Cost of Operation of the Services for a particular month net of the Halton Hills Passenger Revenue Share for such particular month, as determined by Milton, on a monthly basis (as determined in accordance with Sections 2.2 and 2.3). Halton Hills shall pay Milton such invoice within thirty (30) days of invoicing from Milton.
- 2.7 Milton agrees to provide a count of all passengers boarding and alighting the Services, including a count by bus stops, within the municipal boundaries of Halton Hills, on a quarterly basis.
- 2.8 All ridership counts shall be collected and apportioned in accordance with Canadian Urban Transit Association (CUTA) best practices for gas tax reporting and as mutually agreed by both parties. Milton will follow up with CUTA on ridership reporting for the purpose of the gas tax allocations and provide Halton Hills with CUTA’s guidance in that regard.
- 2.9 Halton Hills acknowledges and agrees that Milton shall have the right to subcontract the Services to the service provider that provides transit services to Milton.
- 2.10 Halton Hills shall be liable and responsible to pay to Milton any and all sales taxes, goods and services taxes, harmonized sales taxes and any similar taxes which may be required to be paid in connection with the Services, the Cost of Operation or in connection with any other amounts which are due or payable by Halton Hills to Milton in accordance with this Agreement.
- 2.11 During the Term of this Agreement, Milton and Halton Hills shall meet annually on or about the end of each year (on or about the time that budgets are prepared) and at such other times as reasonably requested by a party, to review the estimated Cost of Operation for the following year.

SECTION 3

TERM & TERMINATION OF AGREEMENT

- 3.1 The term (“Term”) of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms and conditions of this Agreement.
- 3.2 The parties agree that this agreement may be terminated as follows: (a) if a party

("defaulting party") breaches any obligation pursuant to this Agreement and fails to cure such breach within 45 days (or such longer period of time, not exceeding 90 days, if the defaulting party is actively making efforts to cure such breach) after written notice of such breach from the non-defaulting party to the defaulting party, the non-defaulting party may thereafter immediately terminate this Agreement upon written notice to the defaulting party; or (b) either party may terminate this Agreement for any reason whatsoever by providing not less than 12 months' prior written notice to the other party, or (c) by mutual agreement of the parties, or (d) in accordance with Section 2.1 hereof. Termination of this agreement shall not relieve the parties of their responsibility to pay for Services that had been provided up to the date of termination.

- 3.3 In addition to any other rights which Milton may have pursuant to this Agreement including, without limitation, any right to terminate outlined in Section 3.2 hereof, if Halton Hills defaults in any of its obligations pursuant to this Agreement and fails to cure such default within 45 days after written notice from Milton, Milton may, in its sole discretion, by notice in writing to Halton Hills, elect to suspend providing the Services to Halton Hills until such time as Halton Hills has cured its breaches pursuant to this Agreement provided, however, that during the period of such suspension Halton Hills shall still be obligated to pay Milton for the monthly Cost of Operation for such period.

SECTION 4 INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY

- 4.1 (1) Notwithstanding any other terms, covenants and conditions contained in this Agreement, Halton Hills shall promptly indemnify Milton and save Milton harmless from and against any and all third party claims, actions, suits, proceedings, causes of action, demands, damages, judgments, losses, liabilities, costs and expenses (including, without limitation, reasonable legal fees) (collectively the "Claims") which may be asserted or made by a third party against Milton in connection with loss of life, personal injury or damage to property arising from this Agreement or in the course of providing the Services, or any part thereof, caused by (1) a breach of any of Halton Hills' material obligations pursuant to this Agreement; (2) wilful misconduct by Halton Hills; (3) any negligent act or omission of Halton Hills or those for whom in law it is responsible, and/or (4) the roads, streets, bus stops, bus stop landing pads and bus stop posts within the municipal boundaries of Halton Hills including, without limitation, the design, construction, installation, condition, state of repair and/or maintenance of roads, streets, bus stops, bus stop landing pads and bus stop posts; unless or except to the extent the said third party Claims arise from any act, omission or negligence on the part of Milton or those for whom in law it is responsible.
- (2) Milton shall promptly indemnify Halton Hills and save Halton Hills harmless from and against any and all third party Claims in connection with loss of life, personal injury or damage to property which may be asserted or made by a third party against Halton Hills arising from this Agreement or in the course of providing

the Services, or any part thereof, caused by (1) a breach of any of Milton's material obligations pursuant to this Agreement; (2) any wilful misconduct by Milton; and/or (3) any negligent act or omission of Milton or those for whom in law it is responsible, unless or except to the extent that the said Claims arise from any act, omission or negligence on the part of Halton Hills or those for whom in law it is responsible.

- (3) In the event that any claim is made against Halton Hills or Milton to which the indemnity given by Halton Hills or Milton (the "Indemnifier") in favour of the other party ("Indemnity Recipient") under this Agreement applies, the following procedure shall be followed:
- (a) the Indemnity Recipient shall deliver to the Indemnifier notice (the "Indemnity Notice") of any claim in respect of which the Indemnity Recipient intends to seek the benefit of the indemnity provided by the Indemnifier under this Agreement (a "Claim") within 30 days after the Indemnity Recipient has become aware of the existence of such Claim;
 - (b) within thirty (30) days of receipt of any Indemnity Notice, the Indemnifier shall confirm to the Indemnity Recipient in writing whether or not the Indemnifier proposes to take carriage of any action relating to the defence of such Claim ("Indemnifier Notice"). In so doing, the Indemnifier is not waiving any rights to dispute whether the matter is, in fact, a claim to which the indemnity applies;
 - (c) upon delivery by the Indemnifier of the Indemnifier Notice, the Indemnifier shall, in its own name or in the name of the Indemnity Recipient, take such steps as the Indemnifier determines, acting reasonably and in good faith, are necessary to fully and properly defend against the Claim, to enter into and complete any settlement negotiations with the person making such Claim, and to take any third party actions. Notwithstanding the foregoing no such settlement shall be to the account of the Indemnity Recipient; and
 - (d) in all such proceedings, the Indemnity Recipient shall cooperate with the Indemnifier and shall furnish to the Indemnifier any documents, witnesses or other information that relates to such Claim as are in the possession or control of the Indemnity Recipient and shall not, without the prior written consent of the Indemnifier, such consent not to be unreasonably withheld, admit liability for or offer or agree to settle any Claim;
 - (e) In the event the Indemnifier does not deliver the Indemnifier Notice, the Indemnity Recipient may defend the Claim and enter into any settlement negotiations with the person making such Claim but shall keep the Indemnifier informed of the progress of such proceedings and/or negotiations and shall not admit liability or agree to any settlement without the prior written consent of the Indemnifier, such consent not to be

unreasonably withheld.

- (4) Notwithstanding anything to the contrary, the rights and remedies of the Indemnifier provided in this Section 4 shall constitute the sole and exclusive remedy for Claims arising out of or in connection with this Agreement and/or the Services.

4.2 LIMITATION OF LIABILITY.

(A) NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT IN THE CASE OF THE INDEMNITIES FOR THIRD PARTY CLAIMS OUTLINED IN SECTION 4.1, NEITHER PARTY SHALL BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, OPPORTUNITIES, REPUTATION, REVENUES OR PROFITS WHICH MAY BE SUFFERED OR INCURRED BY THE OTHER PARTY.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE PARTIES HEREBY AGREE THAT IN NO EVENT OR CIRCUMSTANCE WHATSOEVER SHALL THE AGGREGATE AMOUNT OF MILTON'S LIABILITY, ARISING FROM OR IN CONNECTION WITH THE SERVICES AND/OR THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIM IN ACCORDANCE WITH SECTION 4.1(2) HEREOF), EXCEED THE GREATER OF THE AMOUNT OF THE INSURANCE PROCEEDS THAT MILTON RECEIVES FROM ITS INSURERS OR THAT IT WOULD HAVE RECEIVED FROM ITS INSURERS IF IT MAINTAINED THE INSURANCE REQUIRED IN ACCORDANCE WITH SECTION 4.3 OF THIS AGREEMENT.

4.3 Milton and Halton Hills agree to maintain during the term of this agreement the following insurance with insurance companies satisfactory to the other party, acting reasonably, as follows:

- (a) Both parties shall maintain comprehensive liability insurance, which shall include contractual liability coverage for liability assumed under this or any related agreement including claims that might be brought against the party by any employee of the party and protective coverage for all subcontracted operation. Such insurance shall provide a combined single limit of at least Ten Million Dollars (\$10,000,000.00) for any one occurrence or accident for all claims arising out of personal injuries (including death) and damage to the property of others.
- (b) Milton shall maintain automobile liability insurance on all owned motor vehicles of Milton engaged in operations necessary to provide the Services which shall include contractual liability coverage for liability assumed under this agreement including claims that might be brought against the party by any employee of the other party. Such insurance shall provide a combined single limit of at least Ten Million Dollars (\$10,000,000.00) for any one occurrence or accident for all claims arising out of personal injuries (including death) and damage to the property of others. Notwithstanding the rest of this paragraph or anything to the contrary, Halton Hills shall not be named as an additional insured on the automobile liability insurance.

- (c) Prior to the commencement of this agreement each party shall arrange for the completion and submission of a standard Certificate of Liability Insurance with respect to the insurance coverage as required pursuant to this agreement identifying the party as a fully insured party (“Insured Party”) and naming the other party as an additional insured (“Other Party”) (except that Halton Hills shall not be named as an additional insured with respect to the automotive liability insurance policy maintained by Milton) with an undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without thirty (30) days prior notice by registered mail to Halton Hills and Milton. The Standard Certificate of Liability Insurance shall also contain a waiver of subrogation clause and a cross-liability clause endorsement.
- (d) During the term of this agreement, each Insured Party shall furnish the Other Party with the said Certificate of Liability Insurance on an annual basis pursuant to this agreement signed by an official of the insurer. Should either party be of the opinion that the insurance taken out by the Insured Party is inadequate in any respect for any reason whatsoever it shall forthwith advise the Insured Party of such opinion and the reasons therefore and the Insured Party shall forthwith take out insurance of a character satisfactory to the Other Party as required by this Section 4.2. The taking out of the insurance as aforesaid shall not relieve either party of any of its obligation under the contract.

SECTION 5

PARAMOUNTCY; SUSPENSION OF SERVICES

- 5.1 Notwithstanding any other provisions of this Agreement, the rights hereby granted shall at all times be subject to the paramount right of Milton in its absolute discretion, to operate a public transportation system according to the requirements and exigencies of its public interest.
- 5.2 Notwithstanding anything to the contrary, should Milton, in its sole discretion, reasonably deem an event, condition, circumstance or situation (a “Situation”) to be of immediate concern within the municipal boundaries of Halton Hills including, without limitation, a Situation which would affect health or safety or which would impact the provision of the Services, then Milton may provide written notice (“Notice”) of such Situation to Halton Hills and where it does so then Halton Hills shall be required to rectify the Situation as soon as possible and in any event within fifteen (15) business days after receipt of the Notice from Milton. If: (1) Halton Hills fails to rectify the Situation within the aforesaid 15 business day period to Milton’s satisfaction, in its sole discretion, acting reasonably, or (2) Milton, in its sole discretion, acting reasonably, determines that the Situation is an emergency or otherwise requires immediate or urgent rectification, and Milton advises Halton Hills of such determination in the Notice; then Milton may elect to cease or suspend operations of the Services, or part thereof, until such time as Halton Hills has rectified the Situation in Milton’s sole discretion, acting reasonably, and where Milton so suspends Services, Halton Hills shall continue to be obligated to pay Milton the monthly Cost of Operation.

SECTION 6 MISCELLANEOUS

- 6.1 The parties agree that all information collected pursuant to this Agreement shall be collected in accordance with the *Municipal Freedom of Information and Protection Privacy Act*, as amended.
- 6.2 During the Term of this Agreement, the parties covenant with one another to observe and comply with all provisions of law including, without limitation, all requirements of all governmental authorities, including federal, provincial and municipal legislative enactments, by-laws and other regulations now or hereafter in force.
- 6.3 Any notice herein required or permitted to be given by either party to the other shall be in writing and shall be delivered by hand, sent by registered mail (except during a postal disruption or threatened postal disruption) or sent by email to the applicable address set forth below.

(a) In the case of Milton, to:

The Corporation of the Town of Milton

Attention:	Tony D'Alessandro, Director, Transit Services
Telephone:	905-878-7252 x2548
Address:	150 Mary Street, Milton, Ontario L9T 6Z5
Electronic Mail:	tony.dalessandro@milton.ca

(b) In the case of Halton Hills, to:

The Corporation of the Town of Halton Hills

Attention:	Maureen Van Ravens, Director of Transportation
Telephone:	905-873-2600 x2314
Address:	1 Halton Hills Drive, Georgetown, Ontario L7G 5G2
Electronic Mail:	maureenv@haltonhills.ca

Any notice: (i) delivered by hand shall be deemed received on the date delivered if on a business day otherwise it will be deemed delivered on the following business day, (ii) sent by registered mail shall be deemed delivered on the fifth business day after mailing, or (iii) by email shall be deemed delivered on the day it is sent if sent on or before 4:30 p.m. ET on a business day otherwise it shall be deemed received on the following business day. Each party may, by notice in writing to the other party, amend the address or contact person to whom notices are to be provided.

- 6.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 6.5 The parties acknowledge that this Agreement, nor any rights or obligations conferred on

Halton Hills or Milton by this Agreement may not be assigned, sub- contracted, transferred or charged by the other party, unless prior written consent is provided, which consent may be unreasonably withheld.

- 6.6 The captions, paragraph numbers and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit or construe or describe the scope or intent of such clauses of this Agreement nor in any way affect this Agreement.
- 6.7 Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.
- 6.8 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in the Agreement shall continue in full force and effect.
- 6.9 No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.
- 6.10 The respective obligations (other than any payment obligations) of each party hereunder, shall be suspended during the time and to the extent that, and any delay or failure by such party in the performance of a party's obligations shall not constitute a default or give rise to any claim for damages if, such party is prevented from complying therewith in whole or in part by an event or occurrence beyond the reasonable control of a party including, without limitation, war or warlike conditions, actual or potential, terrorism, explosions, earthquake, fire, flood, unusually severe weather, strike, accident, riot, unavoidable casualty, present or future, act or orders of any governments, administrative or lawful authority, act of God, act of public enemy, changes in laws, quarantines, disease, epidemic, pandemic, interruption in supply chains, transportation interruptions, or other catastrophes or causes of such same or other character. Each party agrees to provide notice to the other party promptly of any such force majeure occurrence.
- 6.11 Time shall be of the essence during the Term of this Agreement.
- 6.12 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.13 This Agreement and the Schedules to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and this Agreement supersedes all other prior understandings, agreements, regarding such subject matter. The parties acknowledge and agree that there are no other representations, warranties, indemnities, covenants, obligations, terms or conditions relating to the subject matter hereof.
- 6.14 This Agreement may only be amended by an instrument in writing signed by both parties

except that: (1) Schedule "A" and/or Schedule "B" may be amended by Milton in its sole discretion, acting reasonably, by notice in writing to Halton Hills; (2) Schedule "C" may be amended by Milton, in its sole discretion, acting reasonably except that if any such proposed change to Schedule "C" would have a material impact on the Costs of Operation then no such change will be made except in accordance with the terms and conditions of Section 2.1 hereof.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have, as of the date outlined at the outset of this Agreement, hereunto affixed their corporate seals duly attested to by the hands of their proper signing officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF HALTON HILLS

Per: _____
Signature

Name:

Title:

I have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF MILTON

Per: _____
Signature

Name:

Title:

I have the authority to bind the Corporation.