

FOUR COUNTIES TRANSIT SYSTEM OPERATING AGREEMENT

THIS AGREEMENT made this            day of            2022.

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN**

(hereinafter referred to as "West Elgin")

-and-

**THE CORPORATION OF THE MUNICIPALITY OF SOUTHWEST MIDDLESEX**

(hereinafter referred to as "Southwest  
Middlesex")

-and-

**THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT**

(hereinafter referred to as "Chatham-Kent")

-and-

**THE CORPORATION OF THE VILLAGE OF NEWBURY**

(hereinafter referred to as "Newbury")

WHEREAS West Elgin is the owner of the Four Counties Transit System. This system established to provide affordable, accessible transportation to residents within the defined service area set forth in Schedule "A" attached hereto.

AND WHEREAS West Elgin, Newbury and Southwest Middlesex established the Four Counties Transit Services Committee in 2002, and Chatham-Kent joined in 2020 (hereinafter referred collectively as the "Parties" and individually as a "Party";

AND WHEREAS the Four Counties Transit Services Committee governs and oversees the operation of the Four Counties Transit System;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Parties agree as follows:

## 1. Definitions

- a) "Agreement" means this Agreement including all Schedules annexed hereto and any future amendments to the Agreement;
- b) "Bus" means any vehicle operated as means of transportation in connection with the Four Counties Transit System;
- c) "Committee" shall mean the Four Counties Transit Committee. Its composition and duties described herein;
- d) "Members" means Members of the Four Counties Transit Services Committee duly appointed by the Parties;
- e) Operating Party shall mean the Municipality of West Elgin;
- f) "Service Area" shall mean the geographic area in which Four Counties Transit System operates as set out in attached Schedule "A" hereto and, as amended from time to time; and
- g) "System" shall mean the Four Counties Transit System.

## 2. Purpose

This agreement is entered into under Section 20 of the *Municipal Act, 2001* to provide the terms and conditions pursuant to which the Parties have agreed to jointly manage and contribute to the costs associated with the operation of the System. The Parties hereby acknowledge and agree that the System is owned by West Elgin, but that its operation and maintenance is a joint undertaking of the Parties to be used by and for the inhabitants of the municipalities which are Parties to this agreement.

## 3. Responsibilities of Operating Party

- a) The day-to-day administration of the System shall be handled by West Elgin. Administration includes but is not limited to scheduling, hiring of employees and vehicle maintenance;
- b) The System shall not have its own bank account. All deposits and payments shall be made through West Elgin. There shall be a separate ledger account for revenue and expenditures and the Committee shall receive updates at each meeting;
- c) Maintain all assets in good working condition and consult the parties prior to any major purchase or maintenance;
- d) Present the capital and operating budgets for the next fiscal year to the Committee by October 31 annually.
- e) Transit drivers shall be employees of West Elgin and shall fall under the personnel policies for the Municipality of West Elgin.
- f) To obtain and maintain proper insurance is in place to insure against all perils for losses and liabilities

- g) Billing of all users of transit system as well as the parties for their share of any operating deficit based on the parties percentage of users calculated annually.

#### 4. Responsibilities of Parties

- a) Each party to this agreement shall pay the applicable portion of the operational cost deficit based on fiscal year's ridership numbers
- b) Each party shall dully appoint members to the Four Counties Transportation Committee at the start of each Council term.
- c) Should a member resign or need to be replaced each Party may nominate a new member during the term of Council.

#### 5. Four Counties Transportation Committee Composition

- a) The Four Counties Transit System shall be managed and controlled on behalf of West Elgin by a Committee known as Four Counties Transportation Committee, herein after called the "Committee".
- b) The Committee shall consist of one (1) member and one (1) named alternate dully appointed by each of the parties to this agreement and two (2) members from the public, with priority being given to representatives of health care industry in the Service Area, appointed by the committee
- c) The term of appointment shall be equal to the term of Council, unless their appointment is otherwise terminated or revoked by the Party that appointed them.

#### 6. Responsibilities of Committee

- a) The Committee shall be responsible for approving all policies and regulations relating to the operation of the System;
- b) The Committee shall set the boundaries of the Four Counties Transit System;
- c) The Committee shall approve an operating and capital budget on annual basis;
- d) The Committee shall meet quarterly, and each member of the Committee shall have one vote on each motion before the board;
- e) The Committee shall receive financial updates at each meeting;
- f) The Committee shall determine the fees and charges levied in connection with use of the System and recommend them to West Elgin Council as part of their Fees and Charges By-law;
- g) The Committee shall approve all purchases over \$5,000; and
- h) The Committee shall appoint two (2) members from the public.

#### 7. Adding New Parties

- a) Any Municipality who wishes its residents to have the ability to use the System must be a party to this agreement; and
- b) Any requests by a municipality to gain access to the System will be evaluated by the Committee and approved through a simple vote of the Committee.

#### 8. Parties Wishing to Leave

- a) Any Party wishing to terminate its participation in the Agreement (and, as such cease having any right to the Committee and/or to use of the System) shall provide the other Parties with a minimum of six (6) months prior written notice of its intention to do so.

#### 9. General

- a) This Agreement and its interpretation shall be governed by the laws of the Province of Ontario.
- b) No Amendment to this agreement shall be effective unless in writing and signed by all Parties to this agreement
- c) This Agreement shall enure to the benefit of the Parties and be binding upon their respective successors and assigns.
- d) In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
- e) Any notice required to be or may be given or made by one of the Parties hereto to the other shall be in writing and shall be delivered to the Clerk of each of the Parties and may be delivered by hand or by courier, or by registered mail, or by facsimile or e-mail that provides a record of the text of the notice, addressed to the party for whom it is intended at their address or at the last addressed of which the sender has received notice. Any notice shall be deemed to be effective five(5) days from the day it is mailed or the date of delivery if the notice is delivered by courier, facsimile or e-mail.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement by the hands of their duly authorized officers under corporate seal as of the date first written above.

Signed, Sealed, and Delivered

**The Corporation of the Municipality of  
West Elgin**

per: \_\_\_\_\_

Name: Duncan McPhail

Position: Mayor

per: \_\_\_\_\_

Name: Jana Nethercott

Position: Clerk

We have authority to bind the Corporation.

**The Corporation of the Village of Newbury**

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

Name: Diane Brewer

Position: Reeve

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

Name: Cathy Case

Position: Administrator

**The Corporation of the Municipality of  
Southwest Middlesex**

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

Name: Allan Mayhew

Position: Mayor

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

Name: Jill Belchamber-Glazier

Position: CAO/Clerk

**The Corporation of the Municipality of  
Chatham-Kent**

Per: \_\_\_\_\_  
Name:  
Position:

Per: \_\_\_\_\_  
Name:  
Position:

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