

BY-LAW NO. 1498

A BY-LAW to authorize the coporation of the City of North Bay to enter into an agreement with John Palangio of the City of North Bay carrying on Business under the firm name and styp~~e~~ of DELUXE TRANSPORTATION COMPANY.

WHEREAS the Corporation desires to grant to the said John Palangio certain rights and franchises as described in certain agreement made between the said parties and dated the 6th day of October, 1947, for the considerations and upon the terms and conditions contained in the said agreement.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY ENACTS AS FOLLOWS:

1. THAT the Corporation do enter into the said agreement with John Palangio, carrying on business under the firm name and style of DeLuxe Transportation Company, dated the 6th day of October, 1947, which forms part of this By-Law and a copy of which is hereto attached.


2. THAT the Mayor and the Clerk of the Corporation be and they are hereby authorized and required to execute the said agreement on behalf of the Corporation by their signatures and the affixing of the corporate seal of the Corporation thereto, and to deliver one counterpart so executed to the said John Palangio.

READ A FIRST TIME IN OPEN COUNCIL THIS 3rd DAY OF NOVEMBER, 1947.

READ A SECOND TIME IN OPEN COUNCIL THIS 3rd DAY OF NOVEMBER, 1947.

RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME SHORT AND PASSED THIS 15th DAY OF DECEMBER 1947.


.....
M A Y O R


.....
C L E R K

February 24th 1955.

Mr. John Palangio,
President,
DeLuxe Transportation Ltd.,
485 First Avenue West,
North Bay, Ontario.

Dear Mr. Palangio,

I quote herewith Resolution No. 60 passed at the last regular meeting of City Council held Monday, February 21st.

RESOLUTION NO. 60.

"Re the letter from DeLuxe Transportation Ltd., dated February 16th 1955, requesting authorization of a new schedule of rates. Recommend the new schedule of City Bus fares be approved to be effective March 1st 1955."

The new schedule as referred to above is as follows:-

Adult fares - 10¢ cash or 12 tickets for \$1.00
Student and children's fares - 10¢ cash or 10
tickets for 75 cents.
Children 5 years and under - free.

I trust that this authority to increase certain of the fares, effective March 1st, will produce the added revenue which your statement indicates is necessary in order that the City Bus system may be kept in operation.

Yours very truly,



T. A. Frair
CITY MANAGER

TAF:AF

Copy to be placed with the agreement.

THIS AGREEMENT made in triplicate this 6th day of October,
A. D. 1947.

B E T W E E N :

JOHN PALANGIO, of the City of North Bay in the
District of Mississauga, carrying on business under
the firm name and style of DELUXE TRANSPORTATION
COMPANY

HEREINAFTER CALLED "THE COMPANY" OF THE FIRST PART

A N D :

THE CORPORATION OF THE CITY OF NORTH BAY

HEREINAFTER CALLED "THE CORPORATION" OF THE SECOND PART

WHEREAS the Company has made application to the Corporation for rights
over, through and upon the streets, avenues, public highways and public
places in the City of North Bay, for the purpose of operating a
passenger transportation system on a regular time schedule adaptable to
traffic conditions.

AND WHEREAS the Corporation is desirous of granting such rights exclus-
ively to the Company and permitting the Company to operate a passenger
transportation system in the City of North Bay, as aforesaid, for the
convenience of its citizens and deems it advisable to enter into this
Agreement with the Company and to submit a by-law to the electors to
ratify the same.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration, of the
premises, the parties hereto mutually covenant and agree for themselves,
their successors and assigns as follows;

1. THE CORPORATION hereby grants to the Company, its successors and
assigns as hereinafter provided, the exclusive right, franchise and
privilege for the full period of ten years from the 15th day of November
1947, to operate a transportation system, not including a street railway
and for such purposes to construct, maintain, lease, own and operate
busses and other vehicles operated by gasoline, electricity (except
when supplied by overhead wires), steam, air or other motive power
together with any rolling stock and equipment necessary and incidental
thereto, and upon the terms mentioned in and authorized by this

agreement and for that purpose to use, occupy and operate upon such streets of the Corporation for the said term or ten years and also to operate upon a Schedule as to days of the week, daily service, frequency of service as may be agreed upon, from time to time by the Council of the Corporation. Provided that nothing herein contained shall be deemed to allow the Company to operate a street railway; IT BEING THE INTENTION OF THE PARTIES HERETO THAT BUSES shall commence operation on the said date of November 15th, 1947.

2. DURING the said term DELUXE TRANSPORTATION COMPANY shall maintain and operate a fleet of not less than six buses during peak hours for carrying passengers in the City of North Bay on such routes as are contained in Schedule A attached hereto and shall operate said buses from 7.15 A.M. till 11.00 P.M. daily except Sunday when they shall operate for Church Services in morning and evening as per Schedule A attached hereto.

3. THE routes to be followed by the motor busses, the number of busses to be used and fares to be charged may be determined every four months by the Superintendent of the Company after consultation with the Traffic Committee of the Corporation, provided that if, at any time, the corporation is not satisfied with the decision of the Superintendent, it may submit any matter in dispute for a decision by arbitration as provided by Section 18 of this agreement. The arbitrators shall not order any change of route, number of buses or fares if the same shall impair the then existing or future ability of the company to earn a profit on the operation of the route in question.

4. ALL buses used for the City Bus service shall be of a modern design and City type.

5. ALL buses used or operated by the Company shall be kept at all times in a good and sufficient state of repair; shall be kept clean inside and out, shall be lighted and heated at such hours and for such periods of the year as may be necessary.

6. IN addition to the busses mentioned in paragraph 2 hereof, the Company shall maintain and operate such additional buses as may be deemed necessary.

7. THE Company shall pay to the corporation in two instalments, payable June 30th and December 31st in each year at the rate of \$600.00 per annum plus \$100.00 per annum for each additional bus over six buses during the life of this agreement.

8. FOR the privileges the Company enjoys under this franchise and to

assist the Corporation in maintaining the streets and bridges over which the Company operates its buses, the company also shall, after the 15th day of November, 1952, pay to the corporation a percentage of its gross passenger and advertising revenue which exceeds \$30,000.00 per annum, ie;

Gross Revenue over	\$30,000.00 and less than	\$45,000.00	2% per annum
Gross Revenue over	\$45,000.00 and less than	\$60,000.00	3% per annum
Gross Revenue over	\$60,000.00 and less than	\$75,000.00	4% per annum
Gross Revenue over	\$75,000.00		5% per annum.

Payments shall be made in two instalments on July 31st and January 31st of each year and the Corporation agrees to accept the statement of a recognized accountant from time to time of the said Company as to gross revenues providing said statements are verified by affidavit.

9. THIS agreement shall not apply to the operation of other buses or other vehicles running between any point within the City of North Bay and Cities, Towns, Villages or other places outside the limits of the City of North Bay, so long as such buses or other vehicles do not convey passengers from one point within the City to another point therein and shall not apply to taxi cabs or to vehicles licensed by Department of Highways or vehicles over which the Council of North Bay has no control.

10. THE Company may charge and collect the following fares for service within the City of North Bay providing payment of fare by cash or ticket shall entitle passengers with parcels and hand baggage that they carry to ride from any point within a route to any point in any other route or routes by use of a transfer without payment of additional fare;

- FARES: Adults ; 10¢ or 4 Tickets for 25¢
- ; Children; Under 5 years; free
- ; 5 years to 12 years - 5¢
- ; Students; 5¢ from 7.30 A.M. to 6 P.M. (School days only)
- ; Evenings; adult fare

11. THE Company may apply in writing to the Council of the Corporation for renewal or extension of the Franchise granted hereunder and such application shall be filed with the Clerk of the Council of the Corporation not later than 6 months prior to the date of the annual Municipal Election at which such application is to be voted upon and the vote to be taken upon such application shall be a vote of the Municipal Electors of the said City of North Bay at the annual Election prior to expiry of said term of 10 years.

12. THE Company shall at all times in the operation of its buses comply with the provisions of the Motor Vehicles Act, The Highway Traffic Act, and regulations made thereunder and all other acts relating to Public Vehicles and all by-laws of the Corporation regulating Traffic.

13. THE Company shall at all times protect itself with an Insurance policy or policies against accidents or liability to the Public and/or passengers and for property damage as required by Highway Traffic Act of Ontario and regulations made thereunder and the Public Vehicle Act and Company shall produce to Council at a meeting held not later than March first in every year every Policy or guaranteed contract so made.

14. THE Corporation shall by by-law provide sufficient bus stops,

15. The corporation shall keep and maintain the streets upon which the Company's bus routes are located in a reasonable state of repair and reasonably free from snow or other obstructions to enable the company to operate its buses thereon.

16. SHOULD the company, for any reason, fail to operate the said passenger transportation system, as hereinafter agreed upon, or as hereinafter may be agreed upon, the corporation may grant or permit to be granted to any other person, partnership, company or corporation the right to operate a transportation system, as long as such failure continues, and it is hereby mutually agreed by and between the parties hereto that, in the event of the Company failing to operate the said transportation system or to perform any of the conditions and obligations hereinafter set out, the corporation shall be at liberty to give the company notice in writing, setting out the particulars in which the company has failed to perform, or has violated any of the covenants and obligations herein set out, and in the event of the company failing to operate after commencement of operations, for a period of two weeks from the date of Notice given by the corporation or such non-performance, as addressed to the company at North Bay, then this agreement shall, at the option of the corporation, become rescinded to all intents and purposes and the rights and privilege herein shall cease and terminate, together with all licenses under which the said Company may operate, and the company shall not be entitled to any compensation or damages whatsoever. Should, however, the corporation give written notice of a violation of any of the covenants and obligations herein set out, other than failure to operate (as in this clause provided for) and in the event of the continuance of such failure or violation for a period of one month from the time of such notice as given by registered letter directed to the Company at North Bay, Ontario, any matters in dispute shall be submitted to arbitration in the same manner as provided in paragraph 18.

17. IN the event of the company desiring to sell or transfer its stock assets or property, the said company hereby agrees to give to the corporation a sole, irrevocable and exclusive first option to purchase all the assets and property of the Company's City Bus System for a price or compensation to be agreed upon between the parties hereto. If the parties hereto are unable to agree upon the price to be paid for the said property and assets, then the purchase price shall be ascertained under the provisions of the Arbitration Act of Ontario. It is understood and agreed between the parties hereto that in determining the compensation to be paid to the said company nothing shall be taken into account or allowed for the franchise now being granted by the corporation. In case the corporation does not desire to exercise the option hereby granted, the company may offer to sell or transfer its stock, assets, or other property to any other person or corporation and the company agrees that before said stock, assets or property is sold or transferred as aforesaid that it will communicate the name of the proposed purchaser to the corporation and undertakes that it will not sell or transfer said property to any person or corporation who is not acceptable to the corporation, but such consent shall not be unreasonably withheld.

18. IF at any time during, or after, the life of this agreement any dispute, difference or question shall arise between the parties hereto, or any of their representatives, touching this agreement or any part thereof, or the construction, meaning or effect of this agreement or any part thereof, or anything herein contained, or the rights or liabilities of the parties or their representatives, under this agreement, or otherwise, in relation to the premises, and if said matter cannot be settled by the parties hereto by negotiation, then every such dispute, difference or question shall be referred to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party to the reference, and the third arbitrator to be a Judge of the District of Nipissing and to be appointed by the parties hereto in writing before they enter upon the business of the reference. If either party shall refuse or neglect to appoint an arbitrator, within 5 days after the other party shall have appointed an arbitrator, and shall have served a written notice upon the first mentioned party requiring such party to make such appointment, then the arbitrator first appointed shall, at the request of the party appointing him, proceed to hear and determine the matters in difference as if he were a single arbitrator appointed by both parties for the purpose, and the award or determination which shall be made by the said arbitrators, or the majority of them, or by the said arbitrator, shall be final.

and binding upon the parties hereto, their successors and assigns, and shall not be subject to appeal to any court or courts.

19. IF it is found by arbitration that the company has failed to perform any of the conditions and obligations herein set forth, the corporation shall be at liberty to enter upon and take possession of all the real and personal property, goods and chattels of the company used in connection with the City Bus System and use and operate the said property for a period not exceeding 90 days in order to provide the passenger transportation contemplated by this agreement, if the said company is unwilling or unable to carry on the said service for said period.

20. Policemen and fireman in the employ of the Corporation when on duty and in uniform shall be carried by the company free of charge.

21. THE Corporation hereby permits during the term of this franchise the company to place the usual "Coach stop" or "Bus stop" signs along said routes, as may be deemed advisable, at their own expense.

22. THE company shall not sublet any portion of the routes set out in this agreement without consent of council.

23. ALL drivers and operators of vehicles, while in operation shall be capable, sober and prudent men, 21 years of age or over and possessed of chauffeurs' License under the laws of Ontario.

24. THAT no payments made under Clause no. 7 and no. 8 shall in any way relieve the company of paying taxes in full on any of its buildings and lands, or business tax.

25. THE Corporation is not to be held liable for any loss or damage by the company for any reason incurred by this franchise but covenants and agrees to do all in its power to carry out the terms and spirit of this agreement and to that end will assist the company in every way possible without expense to the corporation.

26. THE Company has the right to refuse to transport any persons under the influence of liquor or drugs or whose conduct is likely to make him or her objectionable to other passengers. Baggage other than hand baggage, baby carriages, dogs and animals, shall not be carried on these buses.

27. THE Corporation covenants and agrees to do all things in its power to carry out the terms and spirit of this agreement and to that end will assist the company or the first part in every way possible, provided however, that the cost or expense of any assistance or services rendered by the corporation, its servants or agents, at the request of the company, beyond the corporation obligations under this agreement, shall be paid to solely by the said company. The said company covenants and agrees to fulfill all its undertakings as provided herein, and all such rules and regulations as may be subsequently entered into between the parties hereto, in the carrying on of the said bus transportation system, within the limits of the said corporation.

28. THIS Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, successors and assigns, and is binding upon the corporation only to the extent to which the corporation may legally bind itself to the covenants as hereinbefore contained.

IN WITNESS WHEREOF the parties hereto have hereunto affixed its corporate Seals duly attested by the proper officers of the said company and corporation.

SIGNED SEALED & DELIVERED
IN THE PRESENCE OF

[Handwritten signature]
Jas. Asmell

[Handwritten signature]

CORPORATION of the CITY of NORTH BAY

[Handwritten signature]

MAYOR

[Handwritten signature]

CLERK

THIS IS SCHEDULE "A" REFERRED TO IN
THE AGREEMENT DATED OCTOBER 6th,
1947, between JOHN PALANGIO, of the
City of North Bay, carrying on business
under the firm name and style of
DELUKE TRANSPORTATION COMPANY

AND

THE CORPORATION OF THE CITY OF NORTH BAY

TRIP 1 Post Office to Main W. - COLLEGE (ST. JOSEPH'S)
Return to Post Office via Main St. W.

Post Office to Main St. E.--Golf St.-Memorial
Drive - Judge-Queen-James St.-Memorial Drive-
Golf St. to Main St. and Post Office

TRIP 2 Post Office to Main W.-Klock-Copeland-Timmins-
Bloem St.-Klock-to Dashney's return Klock to
Post Office

Post Office to Main St. John-Maher-Hardy-Laurier-
Fisher-Princess-Ferguson-Main St. to Post Office.

TRIP 3 Post Office to Ferguson to King to High to
return O'Brien, High St., Douglas, Front, Klock,
Main to Post Office

Post Office to Main E. Fisher St.-Brea Burn Cabins,
return. Fisher St. - Main St. to Post Office

TRIP 4 Post Office to Main St. Klock Ave.,-Cassells St.,
D.V.A.- Jail & return. Jail to D.V.A., Cassells
Klock Ave., Main St. to Post Office.

Post Office to main St., John - McIntyre to O.N.R.
Shops, return McIntyre St.-John Main St. to Post
Office.