

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 63-68

BEING A BY-LAW AUTHORIZING THE CORPORATION OF THE CITY OF NORTH BAY TO ENTER INTO THAT CERTAIN AGREEMENT DATED THE 2ND DAY OF JULY, 1968, BETWEEN THE CORPORATION OF THE CITY OF NORTH BAY AND McCARTHY BUS LINES, LIMITED.

WHEREAS the Council of The Corporation of the City of North Bay deems it advisable and necessary to enter into the Agreement hereinafter referred to, upon and subject to the terms and conditions therein set forth.

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

1. THAT the Corporation of the City of North Bay do enter into that certain Agreement dated the 2nd day of July, 1968, between The Corporation of the City of North Bay and McCarthy Bus Lines, Limited, upon and subject to the terms and conditions therein set forth.

2. THAT the Mayor and Clerk be, and they are hereby authorized and empowered to execute the aforesaid Agreement on behalf of the Corporation of the City of North Bay, and to affix thereto the Corporate Seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 15TH DAY OF JULY, 1968.

READ A SECOND TIME IN OPEN COUNCIL THIS 15TH DAY OF JULY, 1968.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 15TH DAY OF JULY, 1968.

.....
Archie MacLean
.....
ACTING MAYOR

.....
A. Banton
.....
DEPUTY CLERK

THIS AGREEMENT MADE IN TRIPLICATE this 2nd day of July
1968,

B E T W E E N

THE CORPORATION OF THE CITY OF NORTH BAY
in the District of Nipissing, in the
Province of Ontario.

hereinafter called the "Corporation",

OF THE FIRST PART,

A N D

McCARTHY BUS LINES, LIMITED, a company duly
incorporated under the laws of the Province
of Ontario, with Head Office at the City of
North Bay, in the District of Nipissing,

hereinafter called the "Operator",

OF THE SECOND PART

WHEREAS the parties hereto did enter into an Agreement dated December 21, 1967, whereby the Corporation did extend the exclusive bus Franchise Agreement therein referred to until the 30th day of June, 1968, upon and subject to the terms and conditions therein set forth.

AND WHEREAS it is the intention of the Council of The Corporation, subject to compliance with the applicable provisions of The Municipal Act and The Municipal Franchises Act, including the obtaining of the necessary assent of the municipal electors of The City of North Bay, to grant to such person or company, as Council shall approve, the exclusive right to maintain and operate buses for the conveyance of passengers within the limits of the City of North Bay, upon and subject to the terms and conditions of a proposed exclusive Franchise Agreement, for which tenders are now being called.

AND WHEREAS, pending the grant of the aforesaid proposed exclusive Franchise Agreement, it is essential that the bus transportation services, heretofore provided by the Operator, be continued on a non-exclusive basis which the Operator has agreed to do, upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the parties hereto mutually covenant and agree as follows;

1. Subject as hereinafter provided, the Operator covenants and agrees to continue to maintain and operate buses for the conveyance of passengers within the limits of the City of North Bay, on a non-exclusive basis over the same five bus routes, in accordance with the same time-table schedules of service and at the same fares or charges and at the same amount of monthly subsidy payable by the Corporation, and upon and subject to the same terms and conditions as set forth in the Agreement between the parties hereto dated the 15th day of October, 1959, as amended by Agreements dated November 7, 1966 and December 21, 1967, entered into between the parties hereto.

2. The Operator further covenants and agrees that, if additional buses are required to provide bus transportation services to and from schools, or if additional buses are required for extra runs and to provide more efficient bus transportation services, it will, at its own expense, obtain such extra buses from Deluxe Transportation Limited.

3. The Operator further covenants and agrees that it will faithfully and efficiently provide bus transportation services in accordance with the foregoing, and, in consideration thereof, the Corporation agrees to pay to the Operator a subsidy of Three Thousand Nine Hundred and Thirty-Three Dollars and Thirty-Three cents, (\$3,933.33) per month, commencing with the month of July, 1968, and continuing until such time as this Agreement is terminated in accordance with the terms and provisions hereto. In the event that the Operator is required to enter into a Union contract with its employees, which has the effect of increasing the cost of the Operator in providing adequate and efficient bus transportation services pursuant to and in accordance with the terms and provisions of this Agreement, then, subject to the right of the Corporation to terminate the within Agreement, as hereinafter provided, the Corporation agrees that the matter of an increase in the monthly subsidy payable by the Corporation, as aforesaid, shall be subject to negotiation between the parties hereto.

4. It is agreed that either parties may terminate this Agreement at any time upon fifteen (15) days' notice, in writing, to be served by pre-paid registered post.

5. Subject as hereinbefore provided, the Operator covenants and agrees that he will, at all times, during the duration of this Agreement, maintain and provide a sufficient number of buses to maintain adequate bus transportation services on the five bus routes hereinbefore referred to, and in accordance with the timetable schedules of service hereinbefore referred to.

6. This Agreement shall take effect as, of and from the 1st day of July, 1968, and shall continue until bus transportation services have been commenced under the new proposed exclusive Franchise Agreement or until this Agreement has been terminated by the Corporation, in accordance with the terms and provisions hereof.

7. This Agreement shall enure to the benefit of and be binding upon the City and the Operator, their successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hands of their respective signing officers being duly authorized by By-law in that behalf.

SIGNED, SEALED AND DELIVERED)

in the presence of)

THE CORPORATION OF THE CITY OF NORTH BA

Per Archie MacLean
ACTING MAYOR

Per H. S. Boston
DEPUTY CLERK

McCARTHY BUS LINES, LIMITED

Per _____
PRESIDENT

Per _____
VICE-PRESIDENT



P. 6316-68

ONTARIO

ONTARIO MUNICIPAL BOARD

IN THE MATTER OF Section 30 of
The Planning Act (R.S.O. 1960,
c. 296),

- and -

IN THE MATTER OF an application
by The Corporation of the City
of North Bay for approval of its
Restricted Area By-law 36-68

B E F O R E :

A. H. ARRELL, Q.C.,

Vice-Chairman

- and -

V. S. MILBURN,

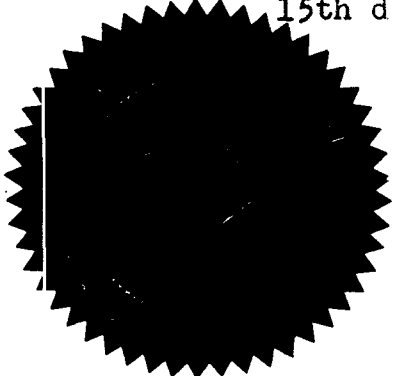
Member

Tuesday, the 27th day of

August, 1968

UPON THE APPLICATION of the Corporation of the City of North Bay, upon consideration of the material filed, and it appearing that notice of application has been given as directed by the Board and that no objections have been received by the clerk of the applicant corporation within the time prescribed, as appears by affidavit, filed; and the council of the applicant corporation having an opportunity to consider certain amendments to the said by-law; and the said council having on the 15th day of July, 1968, passed its By-law 62-68 amending By-law 36-68 and incorporating certain amendments thereto and having caused a certified copy thereof to be filed; and the Board having dispensed with notice in respect of By-law 62-68;

THE BOARD ORDERS, under and in pursuance of the legislation hereinbefore referred to, and of any and all other powers vested in the Board, that By-law 36-68 passed the 22nd day of April, 1968, as amended by By-law 62-68, and By-law 62-68 passed the 15th day of July, 1968, be and the same are hereby approved.



R. Scott

SECRETARY

ENTERED
O. B. No. <u>P. 13</u>
Folio No. <u>389</u>
AUG 30 1968
<i>R. Scott</i>
Secretary, Ontario Municipal Board