



OFFICE OF
CITY MANAGER

CITY OF NORTH BAY
ONTARIO, CANADA

This is to certify that the following quoted is a true copy of the question submitted to the Electors qualified to vote on money by-laws at the Municipal Election held December 8th 1958 and of the votes cast for and against such question.

"Are you in favour of the Corporation of the City of North Bay entering into an Agreement respecting the operation of the Municipal Bus System at a cost of (55¢) fifty-five cents per mile, per bus, less the revenue from fares and advertising collected. The net cost to the Corporation is estimated to amount to \$48,500.00 per annum, present routes and schedules being maintained?"

RESULTS:

YES	2226 (Carried)
NO	1925

T. A. Frair
CITY CLERK

North Bay, Ont.
October 22nd 1959.

BY-LAW NO. 1899.

BEING A BY-LAW of the City of North Bay to authorize a Municipal Bus Franchise Agreement.

WHEREAS it is deemed necessary to provide a Municipal Bus Service for the benefit of the inhabitants of the City of North Bay

AND WHEREAS after due consideration it is agreed that such Municipal Bus Franchise Agreement should be entered into with Mr. Philip McCarthy, Operator.

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

1. THAT a Municipal Bus Franchise for a period of 5 years be granted.
2. THAT such franchise be by Agreement and entered into with Mr. Philip McCarthy, Operator.
3. THAT such Franchise Agreement annexed hereto as Schedule "A" shall form part of this By-law.
4. THAT this By-law and the annexed Agreement referred to as Schedule "A" be effective upon official passing of same provided no objection is made by the Ontario Municipal Board.

READ A FIRST TIME IN OPEN COUNCIL THIS 19TH DAY OF OCTOBER 1959.

READ A SECOND TIME IN OPEN COUNCIL THIS 19TH DAY OF OCTOBER 1959.

.....
 MAYOR

.....
 CITY CLERK

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS 2ND DAY OF NOVEMBER 1959.

.....
 MAYOR

.....
 CITY CLERK

"SCHEDULE A"

1899

BUS SYSTEM AGREEMENT

This Agreement made this 15th day of October A.D. 1959

BETWEEN

PHILIP McCARTHY, of the City of North Bay, in the District of Nipissing, Transportation Services Operator

Hereinafter called the "Operator"
of the First Part

AND

THE MUNICIPAL CORPORATION OF THE CITY OF NORTH BAY

Hereinafter called the "City"
of the Second Part

WHEREAS the City deems it necessary and expedient that its citizens be served by a Bus System within the limits of the City.

AND WHEREAS the Operator has applied to the City for the exclusive right to operate and maintain buses for the conveyance of passengers within the limits of the City over such streets and highways and at such rates or fares and charges and on such other terms and conditions as hereinafter set out.

AND WHEREAS the City, by virtue of the provisions of The Municipal Act R.S.O. 1950 Chap. 243 Sec. 388 (1) (92), is prepared to enter into an Agreement with the said Operator for granting to him such exclusive right.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto have agreed and do hereby agree and covenant each with the other as follows:

1. The City hereby grants to the Operator, his successors and assigns as hereinafter provided, the exclusive right to maintain and operate buses, for the conveyance of passengers from any place within the limits of the City to any other place within the said limits for a period of five years commencing on the effective date hereof, provided that such period may be extended for a further five years upon the terms and conditions hereinafter provided.

2. The Operator covenants and agrees to purchase new and to operate not less than eight buses each with a passenger capacity of not less than sixteen persons, operated by gasoline or diesel fuel or other independent power, but

in no event shall the motive power or direction of such buses require the use of overhead wires or street rails. All such buses used in the operation of this Bus System shall be painted in distinctive, uniform colour or colours and shall be kept heated and lighted as may be reasonably required in accordance with the time of year and time of day. The Operator shall keep and maintain each and every of such buses in a clean and mechanically efficient condition at all times and shall equip and operate all such buses in strict accordance with all Federal, Provincial and Municipal traffic and safety legislation. It shall be the responsibility of the Operator to insure that each and every such bus is operated by a male driver, fully qualified and licenced for the driving of a public vehicle, of good character and habits, over ^{four} twenty years of age and dressed, while on duty, in a neat, clean and uniform manner.

[Handwritten signature]

3. The Operator covenants and agrees to operate such buses so as to provide a service at every stop along any and every route travelled by such buses, at intervals of no greater than thirty minutes and no less than ten minutes between the hours of 7:00 a.m. and 12:00 midnight on each and every day except Sunday in each week during the continuance of this Agreement provided that and only with the written consent of the Transportation Committee, hereinafter referred to, the Operator may reduce such service on any Holiday or other day after having first obtained such consent: The Operator shall provide such reduced service on each and every Sunday for the transportation of persons to and from churches and hospitals, as he may be directed to provide by the said Transportation Committee.

4. A Transportation Committee, consisting of five qualified electors appointed by the Council of the City, holding office at the pleasure of Council and acting under the supervision and control of Council shall be responsible, in consultation and co-operation with the Operator, from time to time, for establishing the following:

- (a) The routes to be served by the bus system.
- (b) The frequency with which each such route shall be travelled.
- (c) The location of bus stops.
- (d) The fares to be charged.
- (e) The minimum public liability and property damage insurance to be carried by the Operator at his expense in the operation of such buses.
- (f) Other terms and conditions affecting the physical operation of the buses as may be thought proper by Council and referred to the Transportation Committee by Council.

It is specifically understood and agreed by and between the parties hereto that the Operator shall be governed by and shall comply with the decisions of the Transportation Committee regarding the matters set out in this paragraph upon such decisions being approved by Council and supported by by-law or resolution or otherwise as may be deemed proper.

5. The City agrees to fix the location of bus stops by by-law and such by-law shall prohibit the parking of other vehicles at such locations. The marking of all such bus stops including the erection and maintenance of signs, the providing of information as to times and schedules, and the maintenance of all such stops generally shall be the responsibility of the Operator and done at his expense.

6. The Operator shall not be required to carry any person or thing free of charge on such buses. Upon payment of the fare provided, he shall accept as passengers all persons with or without hand baggage unless or until any such person or persons, in the opinion of the driver concerned, is creating a nuisance or disturbance aboard the bus or is likely to do so by reason of intoxication, loud or offensive language or other conduct objectionable to the driver or other passengers using the bus.

7. The City covenants that it will protect the exclusive right of the Operator, herein granted, against any and every other person or persons taking on passengers within the limits of the City and discharging such passengers within the limits of the City as such protection may be provided within the meaning of The Public Vehicles Act R.S.O. 1950 Chap. 322.

8. The Operator shall produce on request by the Transportation Committee proper evidence that he is adequately insured as hereinbefore required and the Operator hereby expressly covenants and agrees that he will indemnify and save the City harmless from any and every cause of action, claim, debt and demand whatsoever made by any person in connection with or caused by the operation of such bus system.

9. To assist the Operator in the early establishment of such a bus system and in the early commencement of service, the City shall advance to the Operator the sum of \$24,000.00 in equal monthly instalments of \$2,000.00 each for a period of twelve months commencing one month after the commencement of such service as set out above; the said monies shall be paid to the account of the Operator at the lending institution holding the first charge or claim on the eight or more new buses mentioned above or against the Operator in respect of

such buses; the payment of such advance in all or any such instalments shall be made only upon the express condition that the Operator performs and complies with all conditions, terms and provisions of the within Agreement.

10. The monies so advanced and the City's interest in the said buses shall be secured by a chattel mortgage on all buses, taxi cabs, ambulances and all other vehicles owned now or purchased by the Operator during the continuance of this Agreement which chattel mortgage shall constitute a first charge against all such vehicles on which the lending institution mentioned above does not hold a first charge, and shall constitute a second charge against the last mentioned vehicles, and in all cases the said chattel mortgage shall include all radio and other equipment attached to or used in conjunction with all such vehicles; the said amount of \$24,000.00 secured by the said chattel mortgage shall be reduced by the sum of ~~\$4,800.00~~ ^{\$4,800.00} ~~4.0%~~ ^{4.0%} provided the Operator has continued to perform and observe all of the conditions, terms and provisions of this Agreement, on each of the first, second, third, fourth, ^{and 4.0%} fifth ~~anniversaries~~ ^{FIFTH 4.0%} anniversaries of the commencement of service under this Agreement or the extension hereof and the said chattel mortgage shall be discharged on such ~~sixth~~ ^{FIFTH 4.0%} anniversary; provided however, that should the Operator fail to perform and observe all conditions, terms and provisions of the within Agreement until such ~~sixth~~ ^{FIFTH 4.0%} anniversary, then upon default of so doing, the Operator shall be also in default under the said chattel mortgage and the City shall be at liberty to recover in accordance with the terms of such chattel mortgage, the sum remaining secured at the time of such default.

11. This Agreement shall take effect and the Operator shall have the exclusive right hereinabove described on the date on which regular bus service within the terms of this Agreement commences, it being understood that this Agreement and the by-law of which it forms a part shall have first received the approval and consent of The Municipal Board of the Province of Ontario and all other legislative or administrative authorities having jurisdiction in these matters, and until such date all of the conditions, terms and provisions of the within Agreement are null and void.

12. Upon completion of the term of five years mentioned in paragraph one above commencing on the effective date mentioned in the next preceding paragraph, the Operator shall have the option of continuing and extending the within Agreement for a further period of five years upon first giving to the City notice of his intention to exercise such option, such notice to be delivered in writing to the City Manager not later than six months prior to the expiration of such first five year period and provided further that such continuation and extension

of the within Agreement shall be granted by the City to the Operator upon the following terms and conditions:

(a) In consideration of such extension the Operator shall pay to the City the sum of \$24,000.00 in instalments of \$5,000.00 each on the sixth, seventh, eighth, and ninth anniversaries of the initial commencement of service and the remaining \$4,000.00 on the tenth such anniversary; In the event that the Operator is in default in the performance of this Agreement or the extension thereof, then the Operator shall be liable to pay to the City forthwith upon such default, the whole or any part of the said sum of \$24,000.00 remaining unpaid at the time of such default, as liquidated damages; and it is expressly understood by and between the parties hereto that such liquidated damages in such amount shall be paid notwithstanding that such default may occur during the first five year period or during the second five year period created by such extension and continuance of this Agreement.

(b) All other terms and conditions of the within Agreement shall, during the continuance and extension thereof, remain in full force and effect.

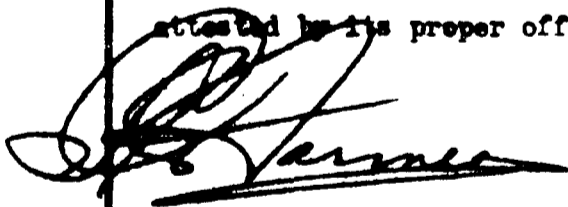
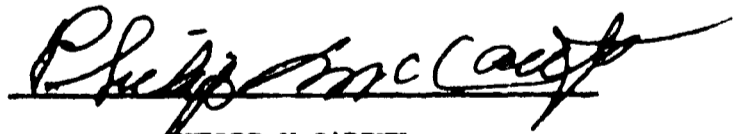
13. The Operator promises, covenants and agrees that he will not during the continuance of this Agreement or extension thereof, sell, transfer, assign or sub-let to any other person or persons the exclusive right hereby granted to him or any part of the bus service provided hereunder without first obtaining from the City a properly executed consent in writing for his so doing; And in the event that the Operator does wish to sell, transfer, assign or sub-let such exclusive right or any part thereof to any other person or persons, he shall first produce to the City a bona fide offer to purchase or let, properly executed by the prospective purchaser or lessee, whereupon the City shall have the irrevocable right at any time within thirty days from the date on which such offer is so produced, to purchase or lease from the Operator the said exclusive right or any part thereof, at the same price and subject to the same terms and conditions as set out in the said offer; and if the City fails or refuses to purchase or lease or does not exercise its right to do so within the thirty day period provided for above, then the Operator shall be at liberty to sell to let or sub-let subject to this Agreement at the same price and subject to the same terms and conditions as set out in the offer to purchase or lease produced by the Operator but he shall not be at liberty to sell or lease at a lower price than the price set out in such offer without first giving to the City an opportunity to meet the said lower price in the same manner as provided for above; and in no event and under no circumstances shall the exclusive right of the Operator or any

part thereof be sold or sub-let to any person unless and until the properly executed written consent of the City has been first obtained as hereinabove required.

14. If at any time during the continuance of this Agreement or the extension thereof any dispute, difference or question shall arise between the parties hereto or their representatives touching this Agreement or the construction, meaning or effect of these presents or anything herein, or the rights or liabilities of the parties hereto, then every such dispute, difference or question shall be referred to the District Court Judge of the District of Nipissing and notice of the appointment of the date for hearing such dispute shall be served by the party obtaining such appointment upon the other party no later than six days before the date appointed for such hearing and the District Court Judge shall thereupon proceed on such appointed date to hear and determine the matters in difference and the award or determination which shall be made by him shall be final and binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

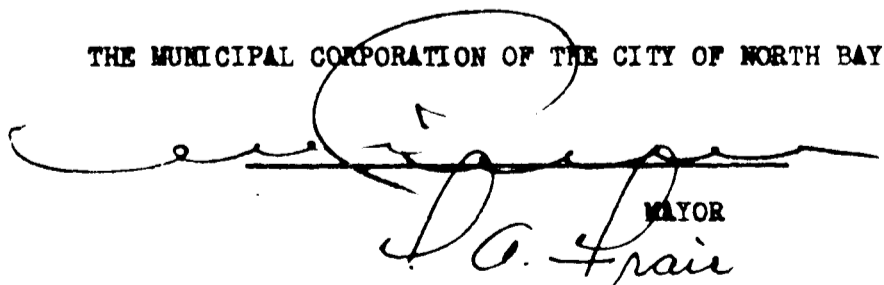
15. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns provided that it is binding upon the City only to the extent to which the said Municipal Corporation may legally bind itself to the covenants and agreements hereinbefore contained.

IN WITNESS WHEREOF the Operator of the First Part has hereunto set his hand and seal and the City of the Second Part has affixed its Corporate Seal duly attested by its proper officers.

PHILIP MCCARTHY

THE MUNICIPAL CORPORATION OF THE CITY OF NORTH BAY



MAYOR

CLERK