

2200

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2268

Being a By-law authorizing the execution of that certain Agreement dated the 14th day of February 1966 between The Corporation of the City of North Bay and Philip McCarthy for the providing of ambulance service.

WHEREAS The Municipal Act R.S.O. 1960 Chapter 249 Section 379 (1) Paragraph 88c as amended authorizes the Council to pass the necessary By-law for entering into an Agreement with any person for a period not exceeding five years to maintain and operate ambulances for the purpose of conveying persons suffering from disease or accident to a hospital or other place at such rates or charges and on such other terms and conditions, including the payment of an annual subsidy to such person, as may be agreed upon;

AND WHEREAS the Council deems it advisable to enter into an Agreement dated the 14th day of February 1966 with Philip McCarthy of the City of North Bay in the District of Nipissing, carrying on business under the name, style and firm of McCarthy's Ambulance Service upon and subject to the terms and conditions set forth in the said Agreement;

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 14th day of February 1966 with Philip McCarthy upon and subject to the terms and conditions therein set forth and which said Agreement is attached hereto and marked Schedule "A" to this By-law.
2. That the Mayor and Clerk be and they are hereby authorized to execute the said 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 21st DAY OF MARCH, 1966.  
READ A SECOND TIME IN OPEN COUNCIL THIS 4th DAY OF APRIL, 1966.  
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS 4th DAY OF APRIL, 1966.

.....  
MAYOR  
.....  
CITY CLERK

THIS IS SCHEDULE "A" TO BY-LAW NO. 2268 OF THE CORPORATION OF THE CITY OF NORTH BAY.

AGREEMENT made (in triplicate) this 14th day of February A.D. 1966

B E T W E E N :

THE CORPORATION OF THE CITY OF NORTH BAY

- hereinafter called the "City"

of the FIRST PART

- and -

PHILIP McCARTHY of the City of North Bay  
in the District of Nipissing, carrying  
on business under the name, style and  
firm of McCarthy's Ambulance Service

- hereinafter called the "Operator"

of the SECOND PART

WHEREAS The Municipal Act, R.S.O. 1960 Chapter 249  
Section 379(1) Paragraph 88c authorizes the Council of a local  
Municipality to enact the necessary By-law for the following  
purposes:

Paragraph 88c For entering into agreement with any person  
for a period not exceeding five years to maintain and operate  
ambulances for the purpose of conveying persons suffering  
from disease or accident to a hospital or other place at  
such rates or charges and on such other terms and conditions,  
including the payment of an annual subsidy to such person, as  
may be agreed upon;

AND WHEREAS the Council of the Corporation of the City  
of North Bay deems it advisable to enter into an Agreement  
with the Operator for maintaining and operating ambulances upon  
and subject to the terms and conditions hereinafter set forth  
and which the Operator has agreed to;

NOW THEREFORE this Agreement witnesseth as follows:

1. The Operator agrees to provide prompt and efficient  
ambulance service twenty-four hours per day during the term  
of this Agreement for the purpose of conveying persons suffering  
from disease or accident to a hospital or such other place as  
may be authorized or directed by any medical doctor who is a

member of the staff or any hospital in the City.

2. The ambulance service shall be provided promptly at the call of any person within the City and at the call of any resident of the City within a radius of ten (10) miles from the City.

3. The Operator agrees to keep available at all times not less than two ambulances, one of which shall be a radio-dispatch ambulance equipped with two stretchers, escape chair, oxygen tanks and all other necessary equipment normally required in such a vehicle.

4. The ambulances shall be kept and maintained in a clean and proper condition, including good running condition and during cold or inclement weather shall be kept in a heated garage when not in use.

5. The Operator agrees to supply and have immediately available at all times an adequate staff or personnel, properly trained in accordance with the standards set by St. Johns Ambulance Corps and neatly attired in proper uniforms, to operate the ambulance service aforesaid.

6. The ambulances and the personnel in charge thereof shall be so located in the City as to provide prompt and efficient service.

7. It is understood and agreed that at least one ambulance shall remain in the City at all times, notwithstanding any calls for ambulance service outside the City limits.

8. The operator shall,

(a) pay all costs and expenses in providing the aforesaid ambulance service and, without in any way limiting the generality of the foregoing, shall pay the cost of the ambulances and the maintenance thereof, the cost of all equipment, supplies and materials used in connection with the operation of such service and shall promptly pay the wages of the staff or

personnel employed in connection with such service,

(b) carry and maintain in full force and effect during the currency of this Agreement public liability and property damage including passenger hazard on each vehicle used in connection with the ambulance service as well as public liability insurance on each member of the staff or personnel engaged or employed in the providing of such service,

(c) keep proper records pertaining to all ambulance calls and proper books of accounts showing all receipts and expenditures in connection with the operation of the ambulance service aforesaid,

(d) deliver to the City on or before April the 30th in each year, commencing with the year 1967, a proper financial statement covering the previous year's operation of the ambulance service and such statement shall be duly certified as a true and correct statement by the Operator's auditor.

9. The Operator covenants and agrees to indemnify and save harmless the City from and against all claims for damages of whatsoever kind or nature resulting from or arising out of the operation of the aforesaid ambulance service.

10. Subject to the provisions of paragraphs 11 and 12 of this Agreement, the City agrees to pay to the Operator and the Operator agrees to accept an annual subsidy of \$4,500.00 payable at the rate of \$375.00 per month (not in advance) in full payment of the services rendered under this Agreement.

11. In addition to the annual subsidy payable by the City as aforesaid, the Operator shall be entitled to make and retain for his own use the following respective charges to the person calling the ambulance or to the person being conveyed in the ambulance:

(a) Within the City limits, the sum of \$12.00 per ambulance attendance.

(b) Within a radius of six miles from the City

limits, the sum of \$15.00 per ambulance attendance.

- (c) For each ambulance attendance beyond a radius of six miles from the City limits, the sum of \$15.00 plus 60¢ per mile one way to be computed from the place where the ambulance is kept.

12. In the event that the Operator should fail to carry out the terms and provisions of this Agreement in a manner satisfactory to the City, the City shall notify the Operator by registered mail, setting forth the nature of its complaints and the time within which the Operator shall correct the same and in the event of the Operator failing to correct such complaints, in a manner satisfactory to the City, the City shall have the right to terminate the within Agreement and notice thereof shall be forwarded by registered mail to the Operator. From and after the date of mailing of the aforesaid registered notice of termination, the City shall be under no obligation to pay any monthly subsidy payment to the Operator except those which have accrued due prior to the date of termination as aforesaid.

13. This Agreement shall not be assignable by the Operator without the written consent of the City duly authorized by By-law in that behalf.

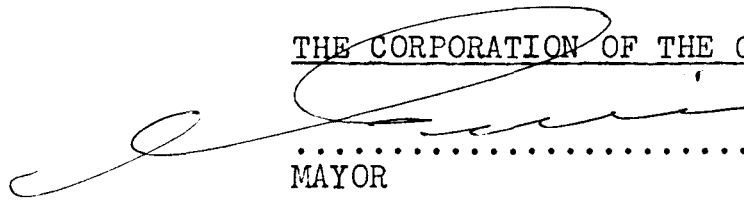
14. Subject as hereinbefore provided, this Agreement shall take effect as of and from the first day of January 1966 and shall remain in full force and effect until the 31st day of December 1967.

15. This Agreement shall enure to the benefit of and be binding upon the City, its successors and assigns and shall enure to the benefit of and be binding upon the Operator, his heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the Operator has hereunto set his hand

and seal as of the day and year first above written and  
in witness whereof the City has hereunto affixed its  
Corporate seal under the hands of its proper signing officers  
being duly authorized by By-law in that behalf.

THE CORPORATION OF THE CITY OF NORTH BAY

  
.....  
MAYOR

.....  
CLERK

.....  
PHILIP McCARTHY