

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 78-68

BEING A BY-LAW AUTHORIZING THE CORPORATION OF THE CITY OF NORTH BAY, WITH THE ASSENT OF THE MUNICIPAL ELECTORS, TO ENTER INTO AN EXCLUSIVE FRANCHISE AGREEMENT WITH CHARTERWAYS LIMITED, GRANTING TO THE SAID COMPANY THE EXCLUSIVE RIGHT TO MAINTAIN AND OPERATE BUSES FOR THE CONVEYANCE OF PASSENGERS WITHIN THE TERRITORIAL LIMITS OF THE CITY OF NORTH BAY FOR A PERIOD OF TEN (10) YEARS, COMMENCING ON THE 1st DAY OF JANUARY, 1969, UPON AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE EXCLUSIVE FRANCHISE AGREEMENT BEING SCHEDULE "A" ATTACHED TO AND FORMING PART OF THIS BY-LAW.

The Council of The Corporation of the City of North Bay, pursuant to The Municipal Act, R.S.O. 1960, c. 249, sec. 379 (1), paragraph 88, as amended, and pursuant to The Municipal Franchises Act, R.S.O. 1960, c. 255, sec. 3 (1) hereby enacts as follows:

1. That the Corporation of the City of North Bay, with the assent of the municipal electors, do enter into the exclusive Franchise Agreement with Charterways Limited, granting to the said Company the exclusive right to maintain and operate buses for the conveyance of passengers within the territorial limits of the City of North Bay for a period of ten (10) years, commencing on the 1st day of January, 1969, upon and subject to the terms and conditions set forth in the said exclusive Franchise Agreement being Schedule "A" attached to and forming part of this By-law.
2. That the aforesaid exclusive Franchise Agreement, being Schedule "A" to this By-law, including all Schedules to the said Agreement, shall be deemed to be incorporated in and form a part of this By-law.
3. That the Mayor and Clerk be and they are hereby authorized 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 24th DAY OF SEPT. 1968.

READ A SECOND TIME IN OPEN COUNCIL THIS 24th DAY OF SEPT. 1968.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS 28th DAY OF OCTOBER, 1968.

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

THIS IS SCHEDULE 'A' TO BY-LAW NO. 78-68
OF THE CORPORATION OF THE CITY OF NORTH BAY

EXCLUSIVE FRANCHISE AGREEMENT TO MAINTAIN AND OPERATE
BUSES FOR THE CONVEYANCE OF PASSENGERS IN THE CITY OF
NORTH BAY.

THIS AGREEMENT MADE IN DUPLICATE this 23rd day of
September, 1968,

B E T W E E N

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

hereinafter called the "City",

OF THE FIRST PART,

A N D

CHARTERWAYS LIMITED, a company incorporated
under the laws of the Province of Ontario,
having its head office at Indian Line,
Malton, Ontario.

hereinafter called the "Operator",

OF THE SECOND PART.

WHEREAS the Council of The Corporation of the City of North Bay, pursuant to The Municipal Act, R.S.O. 1960, Ch.249, Sec. 379(1), Par.88, as amended, and pursuant to The Municipal Franchises Act, R.S.O. 1960, Ch.255, Sec.3(1), may, with the assent of the municipal electors of the City, enact the necessary By-Law authorizing the City to enter into an Agreement with any person for a period not exceeding ten (10) years for granting to such person the exclusive right to maintain and operate buses for the conveyance of passengers within the limits of the City of North Bay, over such highways and at such rates for fares and charges and on such other terms and conditions as may be thought proper.

NOW THEREFORE the parties hereto, in consideration of the premises and other valuable consideration, do hereby mutually covenant and agree with each other as follows:

1. For the purposes of this Agreement:
 - (a) "Agreement" shall include Schedules "A", "B", "C", "D" and "E", attached to the within Agreement, all of the provisions of which shall be deemed to be incorporated in and form part of this Agreement, and subject to the terms and provisions of this Agreement and compliance with all applicable statutory enactments, shall include all amendments which, from time to time, may be made to Schedules "A", "B", "C", "D" and "E", aforesaid;
 - (b) "Bus" shall mean a G.M.C. transit bus, with a seating capacity for 35 passengers, in addition to the driver thereof or an equivalent bus with the same seating capacity, in addition to the driver thereof and which said bus shall meet with the approval of the City Council;
 - (c) "City Limits" shall mean the territorial limits of the City of North Bay;
 - (d) "Council" shall mean the Council of The Corporation of the City of North Bay;
 - (e) "Defined Area" shall mean the territorial limits of the City of North Bay;
 - (f) "Franchise" shall mean the exclusive right or privilege to maintain and operate buses for the conveyance of passengers within the territorial limits of the City of North Bay, over such routes and at such rates for fares and charges and on such other terms and conditions as are contained in this Agreement, including the schedules attached hereto and any amendments which, from time to time, may be made thereto;
 - (g) "Holiday" shall mean and include Sunday, New Year's Day, Good Friday, Christmas Day, Boxing Day, the birthday or the day fixed by proclamation of the Governor General for the celebration of the birthday of the reigning sovereign,

Victoria Day, Dominion Day, Labour Day, any day appointed by proclamation of the Governor General or the Lieutenant Governor of the Province of Ontario as a public holiday or for a general fast or thanksgiving, and any day appointed by proclamation of the Mayor of The Corporation of the City of North Bay as a holiday.

2. Subject to the due compliance with all applicable statutory enactments, including the applicable provisions of The Municipal Act, R.S.O. 1960, c. 249, as amended, and the applicable provisions of The Municipal Franchises Act, R.S.O. 1960, c. 255, as amended, and subject to the due performance by the Operator of its obligations under this Agreement, the City hereby grants to the Operator the exclusive franchise to maintain and operate buses for the conveyance of passengers within the territorial limits of the City of North Bay, for a period of ten (10) years commencing on the 1st day of January, 1969.

3. (a) Subject to the provisions of Paragraph 3(b) of this Agreement, the Operator shall put into service, on January 1st, 1969, a sufficient number of new buses as hereinbefore defined and such number of new buses shall be not less than the minimum stipulated in Schedule "E" attached hereto. The said buses shall provide fully adequate passenger transportation service in accordance with the following:

(1) The diversity of routes as set forth in Schedule "A" to this Agreement.

(2) The bus stops as set forth in Schedule "B" to this Agreement.

(3) The points of commencement and termination points of the bus transportation service to be established by the Council along such routes.

(4) The time-table schedules of service to be established by Council to ensure fully adequate bus transportation

service along the routes set forth in Schedule "A" aforesaid on the days and during the hours set forth in Schedules "C" and "E" to this Agreement.

- (b) In the event that the necessary By-law, including this Agreement, receives the assent of the municipal electors of the City, the Operator agrees that immediately thereafter it will use its best and continuous endeavours to obtain prompt delivery of not fewer than nine (9) new transit buses, as hereinbefore defined, and in the event that the Operator shall prove to the satisfaction of Council that it has been prevented by causes beyond its control, and not by its own neglect, lack of funds, or like causes, from obtaining prompt delivery of nine (9) transit buses as aforesaid, the Operator shall have the right to commence and the Operator shall commence operations under this Agreement on January 1st, 1969 with such other types and numbers of buses of sufficient number and capacity as shall meet with the approval of Council, the Operator to permit Council, or such person or persons as Council may designate, to examine such buses prior to placing such other buses in operation. The Operator agrees that the foregoing temporary buses will be replaced with new transit buses, as soon as the Operator can obtain delivery thereof and the Operator agrees to use his best and continuous endeavours, as aforesaid, to expedite delivery of the requisite number of new transit buses, as aforesaid.
- (c) The Operator hereby acknowledges, covenants, and agrees with the City that it has deposited with the City a certified cheque in the sum of \$15,000.00 or a bond in the penal sum of \$15,000.00 or some other security acceptable to the City in the sum of \$15,000.00 on condition that it will commence a bus transportation service in the City of North Bay on the 1st day of January, 1969 and continue to maintain the said bus transportation service in accordance with all of the terms and provisions of this Agreement. Subject to the terms and provisions of Paragraph 3(b) aforesaid, in the event that the Operator fails to carry out, in their

entirety, the terms, covenants and conditions of Paragraph 3(a) of this Agreement, all of which shall be deemed to be of the essence of this Agreement, then the City may serve upon the Operator a notice in writing to the effect that, unless all the terms, covenants and conditions as aforesaid are complied with within 10 days from the service of the aforesaid notice, this Agreement, with the exception of the provisions relating to forfeiture of the aforesaid sum of \$15,000.00 shall be deemed to be null and void and of no further force and effect and upon the said notice being so served upon the Operator and upon the Operator continuing such default for a period of 10 days thereafter, all rights and interests hereby created or then existing in favour of the Operator or derived under this Agreement shall forthwith cease and determine and the City shall have the right to retain, for its own use, absolutely, the aforesaid sum of \$15,000.00 and the Operator hereby agrees that the forfeiture to the City of the aforesaid sum of \$15,000.00 shall be the measure of damages suffered by the City by reason of the breach by the Operator of the terms and provisions of this Agreement as hereinbefore referred to and such amount shall be deemed to cover the cost to the City of holding the necessary vote of the electors hereinbefore referred to, as well as liquidated damages for breach of contract. Part compliance only of any of the aforesaid terms, covenants and conditions, as hereinbefore referred to shall not operate to prevent the termination of this Agreement at the expiration of the 10 day period referred to in the notice aforesaid, nor shall it operate to prevent the forfeiture to the City of the aforesaid sum of \$15,000.00 as hereinbefore agreed upon. In addition thereto, the Operator does hereby remise, release and forever discharge the City of and from all manner of actions, causes of actions, suits, debts, duties, accounts, covenants, contracts, claims and demands whatsoever, which the Operator might have for or by reason of any cause, matter

or thing arising out of or pertaining to the termination of the within Agreement, as aforesaid, and the forfeiture to the City of the sum of \$15,000.00 as aforesaid. Provided, however, that the said sum of \$15,000.00, or the said bond or other security shall be returned to the Operator upon expiry of the term of this Agreement and the completion of all of the terms and provisions thereof.

4. (a) All buses referred to in this Agreement shall, at all times, during the currency of this Agreement:
- (1) be kept and maintained in a proper state of repair and condition and in good safe working order;
 - (2) be properly and adequately equipped for the transportation of passengers;
 - (3) be properly lighted and adequately heated;
 - (4) be kept clean and sanitary;
 - (5) be kept in a proper state of appearance, both inside and out;
 - (6) be operated by fully qualified and licensed drivers who shall be of clean and neat appearance and shall conduct themselves in a fit, proper and courteous manner; such drivers, while operating the said buses, shall wear proper uniforms supplied by the Operator which meet with the approval of Council.
- (b) The City shall have the right, at all times, to have the aforesaid buses duly inspected by an Inspector appointed by Council for such purpose. The Inspector, aforesaid, shall have the right at any time to ride free-of-charge on any of the buses being operated by the Operator for the purpose of verifying the actual mileage travelled by such buses and for the purpose of ascertaining whether or not the Operator is complying with the terms and provisions of this Agreement, including the schedules attached hereto.

5. All replacements of buses used by the Operator during the currency of this Franchise Agreement shall be new buses of the same make and seating capacity as defined in Paragraph 1(b) of this Agreement, unless otherwise authorized by Council.

6. (a) At the commencement of operation of the said bus service, the routes of operation thereon shall be those set out in Schedule "A", attached hereto, but additions to or deductions from the routes set out in such schedule, as well as changes in the time-table schedules of service, may be made, from time to time, as agreed upon between the City and the Operator. In the event that the parties cannot agree on the aforesaid additions, deductions or changes, such dispute shall be referred to arbitration as hereinafter provided. Notwithstanding the foregoing provisions of this Paragraph 6(a), the rate of sixty cents (60¢) per actual vehicle mile travelled during the first two (2) years of operation under this Agreement shall not increase or decrease by reason of the additions to or deductions from the routes as set forth in this paragraph.

(b) The City, by written notice to be served upon the Operator, may require the Operator to provide bus transportation service on one or more new routes on an experimental or trial basis, for a stated period not exceeding six (6) months, and the Operator agrees that it will provide such bus transportation service commencing on a date to be specified in the aforesaid notice. In the event that the Council should decide that the demand for bus transportation service on any new route, as aforesaid, does not warrant the continuance thereof, the City shall have the right to terminate or discontinue the same at any time during or at the expiration of such trial period and written notice setting forth the date for termination or discontinuance of the bus transportation service, as aforesaid, shall be served upon the Operator not less than fifteen (15) days prior to the date of termination or discontinuance as aforesaid. In the event that the Council is of the opinion

that the bus transportation service should be continued on any new route, as aforesaid, after the expiration of the experimental or trial period, the City shall have the right to require the Operator to continue such bus transportation service for such period of time as Council shall decide and written notice thereof shall be served upon the Operator not less than fifteen (15) days prior to the expiration of the experimental or trial period, as aforesaid. Upon being served with any notice, as set forth in this paragraph, the Operator agrees to comply with the provisions thereof. The Operator shall have the right to use buses of a different type and capacity on new routes on an experimental or trial basis, but, in the event that the Council is of the opinion that bus transportation service should be continued on any new route after the expiration of the experimental or trial period hereinbefore referred to, the Operator agrees to obtain delivery of, at the earliest possible date, and use on such new route, the new buses as defined in Paragraph 1(b) of this Agreement.

(c) The Operator agrees to operate a charter bus service within the territorial limits of the City of North Bay on such terms and conditions and at such rates or charges as the Council shall prescribe and the City agrees to pay to the Operator and the Operator agrees to accept the same basic rate per vehicle mile travelled as applies to buses used in providing bus transportation service under the terms and provisions of this Agreement. The total revenues received from the operation of the charter bus service shall belong to the City. The type and capacity of bus to be used for charter bus service shall be at the discretion of the Operator and subject to approval by Council.

(d) The Operator agrees that, when one bus is not sufficient at any time to carry all of the passengers on any scheduled circuit of any route in accordance with the timetable schedule of service applicable thereto and in accordance with the terms

of this Agreement, the Operator will put into service an additional bus on such route to carry the passengers which the one bus is unable to carry as aforesaid free of charge to the City; provided that the Operator shall be entitled to designate the type of the said additional bus which shall be put into service as aforesaid.

7. During the currency of this Agreement the Operator covenants and agrees to provide continuous daily bus transportation service in accordance with sub-clauses (1), (2), (3) and (4) of Paragraph 3(a) of this Agreement and Schedules "C" and "E" attached hereto, including any amendments which, from time to time, may be made to all of the foregoing but this covenant shall be subject to and dependent upon traffic conditions and factors over which the Operator has no control. Subject to the foregoing the operator agrees that adherence to the time-table schedules of service shall be maintained within the following time limitations during peak traffic periods and non-peak traffic periods respectively, as hereinafter defined in this paragraph:

(1) Peak Traffic Periods:

There shall be adherence to schedule of 70% with not more than 5% in any 60-minute period being more than one minute ahead of time;

(2) Non-Peak Traffic Periods:

There shall be adherence to schedule of 90% with not more than 5% in any 4-hour period being more than one minute ahead of time.

For the purposes of this paragraph:

Peak Traffic Periods shall mean the daily periods between 8:00 A.M. and 9:00 A.M., between 11:45 A.M. and 1:15 P.M., and between 3:30 P.M. and 5:30 P.M.

Non-Peak Traffic Periods shall mean the daily periods exclusive of the peak traffic periods as hereinbefore set forth.

8. The maximum number of passengers in any bus shall be limited to the following percentages of seating capacity during peak transit periods and non-peak transit periods respectively, as hereinafter defined in this paragraph:

- (1) During Peak Transit Periods - 150% of seating capacity;
- (2) During Non-Peak Transit Periods - 100% of seating capacity;

For the purposes of this paragraph:

Peak Transit Periods shall mean the daily bus transportation periods between 8:00 A.M. and 9:00 A.M., between 12:30 P.M. and 2:00 P.M., and between 3:30 P.M. and 5:30 P.M.

Non-Peak Transit Periods shall mean the daily bus transportation periods exclusive of the peak transit periods hereinbefore set forth.

9. The times referred to in this Agreement and the schedules attached hereto and forming a part of this Agreement shall be deemed to be standard time; provided, however, that, so long as the time commonly observed in the City of North Bay is one hour in advance of standard time, the times mentioned as aforesaid shall be in accordance with the times so commonly observed and not standard time.

10. The Operator agrees that it will, from time to time, and as requested by Council, cause to be advertised, in the local newspaper (The North Bay Nugget), an up-to-date time-table schedule of bus transportation services, setting forth all necessary information relating to the bus transportation services, including the respective costs of bus tickets, the respective rates of cash fares, the respective routes being travelled by the buses and the times of arrival at and departure from the various bus stops. In addition thereto, the Operator agrees that it will, from time to time, as requested by Council, cause to be printed, displayed and distributed to passengers, schedules setting forth the aforesaid information, including any changes or additions which, from time to time, may be made in respect of the foregoing.

11. (a) The respective rates of cash fares and the respective cost of bus tickets shall not exceed the respective amounts set forth in Schedule "D" to this Agreement, unless increased or decreased by the Ontario Municipal Board, pursuant to The Municipal Act, R.S.O. 1960, c. 249, Section 379(1), Paragraph 88(d).
- (b) A transfer slip from one bus to another bus in the course of a continuous trip shall be given to a passenger free of charge.
- (c) The bus tickets shall be numbered serially for inspection and auditing purposes.
- (d) The transfer slips shall also be numbered serially and shall be stamped with the date and time of issue.
- (e) The Operator covenants and agrees that it will, at all times during the currency of this Agreement, keep proper records or books of accounts that meet with the approval of the City Treasurer and the City Auditors and that it will cause to be entered therein, daily, in a manner satisfactory to the City Treasurer and the City Auditors the total revenues received in connection with the operation of the bus transportation service and without in any way limiting the generality of the foregoing the following information:
 - (1) The total amount received from the sale of tickets.
 - (2) The total amount received from cash sales.
 - (3) The total amount received from advertisers to whom advertising space has been sold or leased.
 - (4) The total amount received from charter bus service.
- (f) The Operator agrees to use its best endeavours to sell or lease advertising display space in the interior of all buses

operated under the terms and provisions of this Agreement, on such terms, rates and charges as Council shall approve.

- (g) During the currency of this Agreement, the Operator agrees to assume and promptly pay and discharge all costs and expenses in connection with or relating to the operation of the bus transportation service and, without in any way limiting the generality of the foregoing, the Operator shall assume and promptly pay and discharge the following costs and expenses:
- (1) The cost of providing the necessary passenger buses as required by this Agreement, including all replacements thereof.
 - (2) The cost of keeping, maintaining and operating the said buses, including any replacements thereof, in a fit and proper state of repair and condition at all times.
 - (3) All salaries, wages and benefits of officers, employees and servants required in connection with the operation of the said passenger bus service.
 - (4) The cost of providing the necessary insurance as required by this Agreement.
 - (5) The cost of all necessary advertising and the printing of bus tickets and transfer slips or tickets.
 - (6) The cost of all properties, goods, chattels, equipment and effects required for efficiently operating the bus transportation service during the currency of this Agreement.
 - (7) All Federal, Provincial and Municipal taxes, as well as the cost of all licence fees applicable to the buses used in connection with the said bus transportation system.

(8) All other costs or expenses usually associated with the operation of a bus transportation service.

12. Each bus shall display a distinctive sign or marker indicating that it is a bus operated by the Operator, and such bus shall prominently display at the front thereof and in a satisfactory location a distinctive sign or marker of satisfactory size, readily visible by day or night, indicating the route upon which such bus is operating at any particular time. No other sign or advertisement shall appear on the outside of any bus without the permission of Council.

13. (a) At the commencement of operation of the aforesaid bus service, the bus stops for taking on and letting off passengers shall be located along the bus routes set forth in Schedule "A" to this Agreement and at the locations set forth in Schedule "B" to this Agreement. Additions to or deductions from these bus stops may be made from time to time as may be agreed upon between the City and the Operator. The cost of establishing and maintaining the bus stops shall be borne by the City.

(b) The aforesaid bus stops shall be spaced approximately 750' apart and may be located on either or both sides of a street, shall be officially established by By-law of the City and shall be designated by appropriate markers or signs.

(c) The Council shall enact the necessary By-law to prohibit the parking of vehicles at, or the obstructing of any such bus stops. In addition thereto, the Council agrees to take all necessary steps and measures to adequately control and regulate the flow of traffic on routes used by the Operator in order that the buses of the Operator may proceed along such routes with a minimum of delay.

14. (a) The City agrees to pay to the Operator and the Operator agrees to accept, in full payment for providing fully adequate bus transportation service in accordance with the terms and provisions of this Agreement, including

Schedules "A", "B", "C" and "E" attached hereto, and any additions or amendments which, from time to time, may be made thereto, the sum of six~~ty~~ cents (60¢) for each actual vehicle mile travelled; provided that, in determining the sum of money to be paid by the City to the Operator for the said bus transportation service, the Operator shall give credit to the City and deduct from the sum so payable the revenue received by the Operator as set out in sub-paragraphs (1), (2), (3) and (4) of Paragraph 18(a) of this Agreement.

- (b) The City agrees to pay the said monies for providing the bus transportation service as determined in Paragraph 14(a) hereof each month after the Operator has complied with the terms and provisions of Paragraph 18 of this Agreement.

Notwithstanding the provisions of Paragraph 14(a) hereof the City agrees that the Operator shall have the right to negotiate with the City at the end of each two year period during the term of this Agreement a revision of the sum of money to be paid for each actual vehicle mile travelled set out in Paragraph 14(a) hereof.

The Operator agrees that in any revision of the rate or sum of money to be paid for each actual vehicle mile travelled as aforesaid whether agreed upon by negotiation or determined by arbitration, the increase in the rate or sum payable for each actual vehicle mile travelled shall not exceed the sum of four cents (4¢) over and above the rate or sum paid during the immediately preceding two (2) year period. In any event no such increase shall result in providing to the Operator a net profit greater than the net profit realized by the Operator during the immediately preceding year. Net profit shall mean the net profit realized by the Operator on its operations under this Agreement expressed as a percentage of the amount of capital invested by the Operator in plant and equipment necessary for the due performance by the Operator of its obligations under this Agreement.

In the event that the Operator and the City cannot agree upon the revision of the rate or sum of money to be paid for each actual vehicle mile travelled as set out in this Paragraph, then, subject to the provisions and limitations hereinbefore set forth, the Operator and the City shall submit the said matter of revision of the rate or sum of money to be paid for each actual vehicle mile travelled to arbitration under the provisions of Paragraphs 21(a) and 21(c) of this Agreement.

The Operator agrees to give notice in writing to the City of its desire to negotiate a revision of the sum of money to be paid for each actual vehicle mile travelled as hereinbefore provided at least 90 days before the end of the said two year period.

15. Any application by the Operator to Council for permission to establish storage facilities for gasoline, oil, grease and other supplies for the operation of the bus service or to install dispensing and other equipment in connection therewith, shall be given fair and reasonable consideration by the Council, provided that such storage facilities or the location thereof are not contrary to law and do not contravene any By-law of the City.

16. The Operator shall have a General Manager resident in the City, who shall be readily available for consultation with the Council and with the proper officers of the City, and such General Manager shall have authority to make decisions on behalf of the Operator on any matter of emergency affecting the operation of the bus service.

17. The Operator covenants and agrees to indemnify and save harmless the City from and against all liability of whatsoever kind or nature, which may arise out of or result from the operation of the buses and, for such purpose, the Operator agrees that it will, at all times during the currency of this Agreement, carry public liability and property damage insurance on all of its buses and

drivers in an amount of \$1,000,000.00 in respect of any one accident for any one bus and up to a maximum liability of \$250,000.00 for any one claimant. Such insurance policies shall meet with the approval of Council, and certified copies thereof shall be filed with the City Clerk, prior to commencement of operations under this Agreement and Renewal Certificates thereof at least thirty (30) days before the expiration dates set forth in such policies.

18. (a) The Operator shall render to the City on or before the 10th day of each month an itemized statement of account pertaining to the bus transportation services rendered during the immediately preceding month under and in accordance with the terms and provisions of this Agreement and such statement shall set forth the following detailed information:

- (1) The total number of actual vehicle miles travelled by each bus in providing bus transportation service in accordance with the provisions of this Agreement, including the schedules attached hereto and the total amount payable by the City for bus transportation service.
- (2) The total amount received by the Operator from cash fares and the total number of bus tickets collected and the classification thereof.
- (3) The total amount of revenue received by the Operator from charter bus service.
- (4) The total amount of revenue received by the Operator from the sale or leasing of advertising display space, as referred to in this Agreement.
- (5) The net balance or debit owing by the City to the Operator after crediting all revenue as aforesaid.

(b) The Operator shall attach to the itemized statement of account, referred to in Paragraph (a) immediately preceding, an additional statement respecting the operations of each bus during the immediately preceding month and such statement shall set forth the following information:

(1) The total amount of revenue received in cash fares.

(2) The total number of tickets collected and the classifications thereof.

(c) The correctness of the aforesaid monthly statements shall be verified by an affidavit of the Operator or its General Manager, Secretary or Treasurer, and the City shall have the right, at all reasonable times during the currency of this Agreement, to have all books of account, vouchers, records and other material relating or pertaining to the bus transportation service duly inspected and audited by any officer or officers of the City duly authorized by Council for such purposes, or by the Auditors of the City for the purpose of verifying the correctness of any or all such monthly statements.

19. This Agreement shall not be deemed to authorize or prevent the Operator from extending its passenger transportation service or business beyond the City limits; nor shall anything in this Agreement be deemed to authorize or confer upon the Operator any exclusive franchise or right to take on passengers within the City limits and transport them outside the City limits or vice-versa.

20. It is agreed between the parties hereto that, if the Operator shall fail to provide fully adequate bus transportation service in accordance with the terms and provisions of this Agreement, including the schedules attached hereto, and any amendments, which, from time to time, may be made thereto, or if the Operator shall fail to promptly and efficiently carry out, in their entirety, the covenants and conditions of this Agreement, including the schedules and amendments thereto, in the manner and within the times as therein set forth, all of the foregoing being of the essence of this Agreement,

then the City may notify the Operator, in writing, to the effect that, unless such failure or default is remedied or rectified to the satisfaction of the City, or such covenants and conditions are complied with, within ten (10) days, or such longer period as the Council may decide, from the date of service of such notice, then, subject to the right of arbitration, as hereinafter provided, this Agreement and the exclusive franchise hereby granted and all rights and interests hereby created or then existing in favour of the Operator under this Agreement shall forthwith cease and determine. Provided, however, that, upon service of the notice aforesaid, the Operator shall have the right to refer the matters or complaints set forth in the aforesaid notice, to arbitration as hereinafter provided, and should the Operator fail, neglect or refuse to comply with the Award or Decision of the Board of Arbitration within a period of ten (10) days from the date of such Award or Decision of the Board, or such longer period as the Board may determine in its Award or Decision, then this Agreement and the exclusive franchise hereby granted shall wholly cease and determine; provided, however, that the termination of this Agreement, pursuant to the provisions of any part of this paragraph, shall not affect the City's irrevocable and exclusive option to purchase the property or properties, buses, assets and undertakings of the Operator used in connection with the operation of the said bus service and which option is hereinafter more particularly set forth nor shall termination of this Agreement as aforesaid operate to prevent the forfeiture to the City of the sum of \$15,000.00 as hereinbefore set out.

21. (a) Subject to the provisions of clause (b) of this paragraph, it is agreed that all disputes, differences or questions between the parties hereto pertaining to or arising out of this Agreement, including the schedules attached hereto and any amendments which, from time to time, may be made thereto, or the construction, meaning or effect thereof or the rights or liabilities of the parties hereto under this Agreement or arising out of or pertaining to the bus

transportation service aforesaid and which cannot be settled by the parties hereto, shall, on the application of either party, be referred to the award and final determination of a Board of Arbitration consisting of three persons, one to be appointed by the Council, one to be appointed by the Operator, and the third, who shall be the Chairman, to be selected by the two arbitrators appointed by the parties hereto. If such two arbitrators are unable to agree on the selection of a Chairman, then such Chairman shall be selected and appointed by the Judge or Senior Judge of the District of Nipissing. If either party fails to appoint an arbitrator within seven days after service of notice so to do, the arbitrator appointed by the other party shall be the sole arbitrator and shall constitute the Board of Arbitration. The Award or Decision of the Board of Arbitration shall be final and binding on both of the parties to this Agreement.

- (b) It is agreed that any dispute, difference, question or matter referred to in clause (a) immediately preceding, which is of a minor nature and which cannot be settled by the parties hereto shall, on the application of either party, be referred to the award and final determination to one arbitrator to be agreed upon by the parties hereto, and the Award or Decision of such arbitrator shall be final and binding on both of the parties to this Agreement. If the parties hereto are unable to agree on a single arbitrator, then the provisions of clause (a) immediately preceding shall apply.
- (c) Subject to the provisions contained in clause (a) of this paragraph, and subject to the provisions and exceptions hereinafter specifically set forth, the provisions of The Arbitration Act R.S.O. 1960, Ch.18, as amended, including Schedule 'A' and Schedule 'B', as amended, shall be applicable to any arbitration under the provisions of this Agreement.

EXCEPTIONS

1. (a) Each party shall pay the fees and costs of the person appointed to the Board of Arbitration by such party plus one-half of the fees and costs of the Chairman;
- (b) In cases where a sole arbitrator constitutes the Board of Arbitration, each party shall pay one-half of the fees and costs of such sole arbitrator.
2. Each party shall pay the fees and expenses of its own witnesses.
3. Each party shall pay one-half the cost of the expenses incidental to the arbitration, including the fees and expenses of a Court Reporter, if any.
4. Each party shall pay the full cost and expenses of its own legal counsel.
5. Subject to the foregoing, no costs in connection with the arbitration shall be awarded by the Board of Arbitration against either party, and the parties do hereby mutually covenant and agree to release and forever discharge the other party from payment of any costs as aforesaid.
- (d) The parties hereto, in consideration of the premises and other valuable consideration, mutually covenant and agree that they will not institute Court proceedings against the other for or by reason of any cause, matter or thing pertaining to or arising out of the terms and provisions of this Agreement, including the schedules attached hereto and any amendments that may be made from time to time thereto, it being the intention of the parties hereto that all disputes of whatsoever kind or nature shall be settled by arbitration proceedings as hereinbefore provided. Notwithstanding the foregoing, either party shall have the right to institute all necessary legal proceedings to enforce any award or determination of the Board of Arbitration

hereinbefore referred to.

- (e) The Operator agrees that, during the period of any arbitration proceedings, as aforesaid, there shall be no interruption in bus transportation service, as prescribed by the terms and provisions of this Agreement, including Schedules "A", "B", "C", and "E", aforesaid, and any amendments which, from time to time, may be made thereto.

22. (a) In the event of the Operator, for any reason, abandoning or discontinuing its bus operations in the City, or in the event of this Agreement being terminated pursuant to the applicable provisions of this Agreement, or upon the expiration of the franchise hereby granted, the City, for a period of three months thereafter, shall have the sole, irrevocable and exclusive option to purchase the property or properties, buses, assets and undertakings of the Operator used in connection with the operation of the said bus service at a fair value to be agreed upon by the parties hereto or upon their failure to agree, at a price to be determined by arbitration as hereinbefore provided:

(b) It is agreed that, in determining the fair value to be paid to the Operator, as aforesaid:

1. No allowance shall be taken into account or made for or by reason of the franchise hereby granted, good will, or the future earning capacity of the bus operations;
2. The price of the buses and all goods, equipment, chattels and effects pertaining thereto shall be subject to the proper deduction for depreciation and other conditions affecting the value of same;
3. The price of the property or properties shall be the fair market value thereof at the date of acceptance of the option.

- (c) The said option may be accepted by the City serving written notice upon the Operator of its acceptance and, upon service of the aforesaid notice, all of the undertakings of the Operator, including property or properties, buses and assets more particularly referred to in clauses (a) and (b) of this paragraph, and hereinafter referred to in this clause as assets, shall forthwith become the property of the City, and the Operator agrees to deliver up to the City immediate possession thereof and, in addition thereto, covenants and agrees to execute and deliver to the City all such instruments, assurances and other documents as may be necessary to effectively transfer title to the City of all the said assets. Upon the price being determined as aforesaid, it shall immediately become due and payable by the City, together with interest thereon at the rate of Six Percent (6%) per annum calculated from the date of delivery of possession to the City, as aforesaid.
23. (a) During the currency of this Agreement the Operator shall not have the right to sell, transfer, assign, mortgage or dispose of any property or properties, buses, assets and undertakings used in connection with the operation of the aforesaid bus transportation service without the written consent of the City duly authorized by By-law in that behalf.
- (b) During the currency of this Agreement the Operator shall not have the right to sell, mortgage, transfer, assign or dispose of the within Franchise Agreement without the written consent of the City duly authorized by By-law in that behalf.
24. Any notice required to be given or served on the Operator under any of the provisions of this Agreement shall be deemed to be properly given or served if it is mailed by pre-paid registered post addressed to the Operator at its office, North Bay, Ontario, and service upon the Operator shall be deemed to be effected on the date

of mailing of the notice as aforesaid. Any notice required to be given or served on the City under any of the provisions of this Agreement shall be deemed to be properly given or served, if it is mailed by pre-paid registered post addressed to the Clerk of The Corporation of the City of North Bay, Ontario, and service upon the City shall be deemed to be effected on the date of mailing of the notice as aforesaid.

26. Subject to approval of this Agreement by the City, upon execution by the Operator of this Agreement, the City covenants and agrees to promptly submit to a vote of the municipal electors of the City, for their assent, the proposed By-law and the within Agreement being Schedule "A" to the said By-law including Schedules "A", "B", "C", "D" and "E" to the within Agreement, and in the event of the necessary assent as aforesaid being obtained, the City covenants and agrees that it will forthwith thereafter enact the aforesaid proposed By-law and execute the within Agreement for the purpose of granting to the Operator the exclusive Franchise referred to in this Agreement, upon and subject to the terms and provisions of this Agreement, including Schedules "A", "B", "C", "D" and "E" attached hereto, and as so approved by Council and assented to by the municipal electors aforesaid. Upon compliance with the terms, provisions and conditions of this Agreement by the Operator, as approved of by Council and assented to by the municipal electors as aforesaid, this Agreement shall be deemed to have been accepted by the City.

26. Subject as hereinbefore provided, this Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns;

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;

AND IN WITNESS WHEREOF the Operator has hereunto affixed its corporate seal under the hands of its proper 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
BAY

Per _____
MAYOR

Per/ _____
CLERK

OPERATOR

THIS IS PAGE 1 OF SCHEDULE "A" REFERRED TO IN THE ATTACHED
FRANCHISE AGREEMENT:

SCHEDULE "A" - ROUTES

Bus Service shall be operated on the routes which are indicated on the map which is attached hereto, and which are more particularly described as follows:

Route No. 1 - From a terminus at McIntyre and Ferguson Streets via McIntyre Street, Algonquin Avenue and Highway 11 to Ontario Hospital (every second bus travelling Airport Road, to Main gate C.F.B. North Bay, then right to first street to right, continuing around crescent to intersection of Sterling Avenue and Market Street, Market Street, Park Avenue, King's Row, Guelph Street, Sterling Avenue then right to the Main gate), Airport Road to Highway 11, then via Highway 11, Algonquin Avenue, Oak Street, John Street, Main Street and Lakeshore Drive to Nipissing Junction (every second bus travelling Premier Road to Champlain Park, Premier Road).

Then via Lakeshore Drive, Main Street, John Street, McIntyre Street, Cassells Street, Trout Lake Road, Milne Street (every second bus travelling Giroux Street, Gordon Drive, Granite Street, Norman Avenue, Johnston Road, Giroux Street) Lake Heights Road, Sage Road, Rita Road, Lakeside Drive, Trout Lake Road, Cassells Street, Algonquin Avenue, Oak Street, Fisher Street, McIntyre Street to the terminus.

Route No. 2 - From a terminus at McIntyre and Ferguson Streets via McIntyre Street, Algonquin Avenue, Jane Street, Gormanville Road, Harriet Street, Main Street, Algonquin Avenue, Oak Street, John Street, Hardy Street, Brookes Street, Laurier Avenue, Regina Street, McGaughey Avenue, Fisher Street, McIntyre Street, Algonquin Avenue, Bloem Street, Beattie Street, Oakwood Avenue, Cedargrove Drive, Parkwood Drive, Maplegrove Drive, Birchwood Road, Jane Street, Vimy Street, Clarence Street, Norwood Avenue, Beattie Street, Bloem Street, Algonquin Avenue, Oak Street, Fisher Street, McIntyre Street, Cassells Street, O'Brien Street, Albert Avenue, Princess Street, Dane Avenue, Strathcona Street, Ski Club Road, Milani Road, McKeown Avenue, Highland Road, Gould Street, McLeod Street, Foster Street, O'Brien Street, Hutcheson Avenue, Douglas Street, Front Street, Fifth Avenue, Cassells Street, Algonquin Avenue, Oak Street, Ferguson Street, King Street, High Street, Chippewa Street, Wyld Street, McIntyre Street to the terminus.

THIS IS PAGE 1 OF SCHEDULE "B" REFERRED TO IN THE ATTACHED
FRANCHISE AGREEMENT:

SCHEDULE "B" - BUS STOPS

The Bus Stops shall be located along the routes set forth in
Schedule "A", to this Agreement at the following locations:

Route No. 1 - Ferguson Street, Fraser Street, Cassells Street,
Commercial Street, Front Street, High Street, Lorne Avenue,
Lansdowne Avenue, Elmwood Avenue, Oakwood Avenue, Spencer Avenue,
McKeown Avenue, Airport Road, Cartier Street, Four Seasons,
Wonder Bar, Marsh Drive, Besserer Road, Sunshine Lane, Ray's
Motel, Ontario Hospital and return in reverse order to Algonquin
Avenue at McIntyre Street, Oak Street, Ferguson Street, Wyld
Street, Sherbrooke Street, Fisher Street, Regina Street, John
Street, Morris Street, Judge Avenue, Fodor Street, Charles Street,
McDonald Avenue, Passmore Avenue, Gertrude Street, Joseph Street,
Milford Crescent, Mulligan Street, Clifford Avenue, Marshall
Avenue, Parks Creek, Oscar Street, Beth Avenue, Sunset Blvd.,
Gordon Crescent, Bromley Avenue, Birch's Road, School, Premier
Road, Hollywood Avenue, George Street, Howard Street, Oak Street,
Brighton Avenue, Sunnyside Avenue, Palm Beach Street, Riverbend
Road, Champlain Park and return in reverse order to McIntyre
Street, Regina Street, Sherbrooke Street, Wyld Street, Ferguson
Street, Fraser Street, Worthington Street, Second Avenue, Fourth
Avenue, Fifth Avenue, Seventh Avenue, King Street, Princess Street,
Chippewa Street, Olive Street, By-Pass, Bank Street, Kingsway
Avenue, McKay Avenue, Jail, Granite Club, Giroux Street, Milne
Street, Glen Rouge Drive, K & K Drive, Lake Heights Road,
Madelena Drive, Sylvan Crescent, Schools, Melina Close, Sage Road,
Donald Drive, Rita Road, Reginald Road, Lakeside Drive, Donald
Drive, Pump House, Reginald Road, Sage Road, Park, Trout Lake
Road, and return in reverse order to Cassells Street at Algonquin
Avenue, Oak Street, Ferguson Street, Wyld Street, Sherbrooke
Street, Fisher Street, McIntyre Street, Sherbrooke Street, Wyld
Street, Ferguson Street, (the origin).

The stops on the alternate routes to:

Hornell Heights are - Highland Road, O'Brien Street, Surrey
Drive, Pearce Street, Golf Course Road, Highway 123, Airlift
Restaurant, Store, Headquarters Bldg., Officers Barracks, Market
Street, Queens Row, Park Avenue, Regent Place, Guelph Street,
Queen's Row, Market Street, N.C.O. Barracks, Airlift Restaurant,
Highway 123, Golf Course Road, Pearce Street, Surrey Drive,
O'Brien Street, Highland Road.

Nipissing Junction are - Opp. 931 Lakeshore Drive, 1094 Lakeshore
Drive, Riverbend Road, Gospel Hall.

Graniteville Subdivision are - Old Trout Lake Road, Gordon Drive,
Dorothy Street, Carlo Crescent, Granite Street, Norman Avenue,
Rancier Street, McKee Drive, Patricia Street, Johnston Road, Old
Trout Lake Road, Giroux Street.

Route No. 2 - Ferguson Street, Fraser Street, Cassells Street,
Commercial Street, Front Street, Murray Street, Harvey Street,
Durril Street, Bloem Street, Timmins Street, Clarence Street,
Vimy Street, Pinewood Road, Baywood Road, Birchwood Road,
Gormanville Road, Harriet Street, Stevens Street, Mattawa Street,
Nipissing Street, Timmins Street, 11th Street, Durril Street,
Harvey Street, Plouffe Street, Foren Street, Cassells Street,
Oak Street, Ferguson Street, Wyld Street, Sherbrooke Street,
Fisher Street, Regina Street, John Street, McIntyre Street,
Worthington Street, Second Avenue, Hardy Street, Winters Street,
Brookes Street, Laurier Avenue, Ellis Street, Regina Street,
McGaughey Street, York Street, Chippewa Street, Princess Street,

THIS IS PAGE 2 OF SCHEDULE "B" REFERRED TO IN THIS ATTACHED
FRANCHISE AGREEMENT:

Fourth Avenue, Second Avenue, Worthington Street, McIntyre Street, Sherbrooke Street, Wyld Street, Ferguson Street, Fraser Street, Cassells Street, Commercial Street, Front Street, High Street, Browning Street, Beattie Street, Scollard Street, Vimy Street, Norwood Avenue, Elmwood Avenue, Oakwood Avenue, Lawson Street, Burns Street, Clarence Street, Cedargrove Drive, Glenwood Road, Maplegrove Drive, Birchwood Road, Birchwood Crescent, Jane Street, Baywood Road, Pinewood Road, Vimy Street, Clarence Street, Norwood Avenue, Burns Street, Lawson Street, Beattie Street, Vimy Street, Scollard Street, Bloem Street, Browning Street, Algonquin Avenue, Front Street, Commercial Street, McIntyre Street, Oak Street, Ferguson Street, Wyld Street, Sherbrooke Street, Fisher Street, McIntyre Street, Sherbrooke Street, Wyld Street, Ferguson Street, Fraser Street, Worthington Street, Second Avenue, Fourth Avenue, Fifth Avenue, Front Street, Eva Street, High Street, Rose Avenue, Lansdowne Avenue, Dudley Avenue, By-Pass, Hazel Street, Albert Avenue, King Street, Princess Street, Dane Avenue, Chippewa Street, Olive Street, Strathcona Street, Coyne Avenue, McKeown Avenue, Beverly Road, Ski Club Road, Janice Street, Terrace Lawn Drive, O'Brien Street, McKeown Avenue, Park Avenue, Duncan Avenue, McLeod Street, O'Brien Street, By-Pass, Dudley Avenue, McLeod Street, Lansdowne Avenue, Douglas Street, Lorne Street, Rose Avenue, High Street, Cedar Street, Front Street, Fifth Avenue, Cassells Street, Fourth Avenue, Second Avenue, Worthington Street, Algonquin Avenue, Oak Street, Ferguson Street, McIntyre Street, Worthington Street, Second Avenue, Fourth Avenue, King Street, Fraser Street, Cassells Street, High Street, Princess Street, Chippewa Street, Cassells Street, Fraser Street, Ferguson Street, Wyld Street, Princess Street, King Street, Fourth Avenue, Second Avenue, Worthington Street, McIntyre Street, Ferguson Street.

THIS IS PAGE 1 OF SCHEDULE "C" REFERRED TO IN THE ATTACHED
FRANCHISE AGREEMENT

SCHEDULE "C" - TIMETABLE SCHEDULE OF SERVICE

Route No. 1

Designation	Stop	Time	A. M.											
			**	**	**	**	**	**	**	**	**	**	**	**
North Bay Psychiatric Hospital (Hornell Heights)	Ferguson Street	7:00	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	
	Front Street	7:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	
	Lansdowne Avenue	7:07	:37	:07	:37	:07	:37	:07	:37	:07	:37	:07	:37	
	Airport Road	7:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	
	Marsha Drive	7:18		(:18)		:18		(:18)		:18		(:18)		
	North Bay Psychiatric Hosp.	7:23		(:23)		:23		(:23)		:23		(:23)		
	Marsh Drive	7:28		(:28)		:28		(:28)		:28		(:28)		
	(Market Street)		:53 *	:23		:53		* :23		:53		* :23		
	Airport Road	7:34	:04	:34	9:04	:34	10:04	:34	11:04	:34	12:04	:34	1:04	
	Lansdowne Avenue	7:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	
Front Street	7:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12		
Champlain Park (Nipissing Junct.)	Ferguson Street	7:16	7:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	
Judge Avenue	:22	7:52	:22	:52	:22	:52	:22	:52	:22	:52	:22	:52		
Gertrude Street	:25	7:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55		
Marshall Avenue	:29	7:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59		
Premier Road	:39	8:09	:39	9:09	:39	10:09	:39	11:09	:39	12:09	:39	1:09		
Downtown	Champlain Park (Nipissing Junct.)	* 7:16	:46		:46		* :16		:46		* :16		:46	
Premier Road	:23	8:23	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53		
Marshall Avenue	:33	8:33	:33	10:03	:33	11:03	:33	12:03	:33	1:03	:33	2:03		
Gertrude Street	:37	8:37	:37	:07	:37	:07	:37	:07	:37	:07	:37	:07		
Judge Avenue	:40	8:40	:10	:40	:10	:40	:10	:40	:10	:40	:10	:40		
Birchaven (Graniteville)	Ferguson Street	7:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16		
Fifth Avenue	:20	8:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50		
Chippewa Street	:23	8:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53		
Kingsway Avenue	:26	8:56	:26	:56	:26	:56	:26	:56	:26	:56	:26	:56		
Giroux Street	6:59	8:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59		
Downtown	Sage Road	7:05	---	(8:05)	---	9:05		(10:05)		11:05		(12:05)		
Giroux Street	7:14	:44	8:14	:44	9:14	:44	10:14	:44	11:14	:44	12:14	:44		
Kingsway Avenue	:17	:47	:17	:47	:17	:47	:17	:47	:17	:47	:17	:47		
Chippewa Street	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50		
Fifth Avenue	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53		
Ferguson Street	:27	:57	:27	:57	:27	:57	:27	:57	:27	:57	:27	:57		
North Bay Psychiatric Hospital (Hornell Heights)	Ferguson Street	:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30		

NOTE:-

- ** Denotes the only service available on Saturday
- * Applies only to Saturday service
- (*) Denotes extended Thursday & Friday Service
- () Denotes deletions for Saturday service schedule

P.M.

**		**		**		**		**		**		**		**		
1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30	6:00	6:30	7:00	7:30	8:00	8:30	9:00	9:30
:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34
:37	:07	:37	:07	:37	:07	:37	:07	:37	:07	:37	:07	:37	:07	:37	:07	:37
:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42
	{:18}		:18		{:18}		:18		{:18}		:18		:18		:18	
	{:23}		:23		{:23}		:23		{:23}		:23		:23		:23	
	{:28}		:28		{:28}		:28		{:28}		:28		:28		:28	
:53	*:23	:53	:53	:53	*:23	:53	:53	:53	*:23	:53	:53	:53	:53	:53	:53	:53
2:04	:34	3:04	:34	4:04	:34	5:04	:34	6:04	:34	7:04	:34	8:04	:34	9:04	:34	10:04
:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09
:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12
:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16
:22	:52	:22	:52	:22	:52	:22	:52	:22	:52	:22	:52	:22	:52	:22	:52	:22
:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25
:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29
:39	3:09	:39	4:09	:39	5:09	:39	6:09	:39	7:09	:39	8:09	:39	9:09	:39	10:09	
	{:16}		:16		{:16}		:16		{:16}		:16		:16		:16	
:46	*:16	:46	:46	:46	*:16	:46	:46	:46	*:16	:46	:46	:46	:46	:46	:46	:46
:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53
3:03	:33	4:03	:33	5:03	:33	6:03	:33	7:03	:33	8:03	:33	9:03	:33	10:03	:33	
:07	:37	:07	:37	:07	:37	:07	:37	:07	:37	:07	:37	:07	:37	:07	:37	:07
:10	:40	:10	:40	:10	:40	:10	:40	:10	:40	:10	:40	:10	:40	:10	:40	:10
:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16
:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	:20
:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23
:26	:56	:26	:56	:26	:56	:26	:56	:26	:56	:26	:56	:26	:56	:26	:56	:26
:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29
	{:05}		5:05		{:05}		7:05		{:05}		9:05		10:05			
:44	4:14	:44	5:14	:44	6:14	:44	7:14	:44	8:14	:44	9:14	:44	10:14			
:47	:17	:47	:17	:47	:17	:47	:17	:47	:17	:47	:17	:47	:17			
:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	:20			
:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23			
:57	:27	:57	:27	:57	:27	:57	:27	:57	:27	:57	:27	:57	:27			
4:00	4:30	5:00	5:30	6:00	6:30	7:00	7:30	8:00	8:30	9:00	9:30	10:00				

ROUTE NO. 2

<u>Designation</u>	<u>Stop</u>	<u>Time</u>	A.M.											
		**	**	**	**	**	**	**	**	**	**	**	**	
Gormanville Road	Ferguson Street	7:00	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	
	Front Street	7:04	7:34	8:04	8:34	9:04	9:34	10:04	10:34	11:04	11:34	12:04	12:34	
	Clarence Street	7:08	7:38	8:08	8:38	9:08	9:38	10:08	10:38	11:08	11:38	12:08	12:38	
	Harriet Street	7:12	7:42	8:12	8:42	9:12	9:42	10:12	10:42	11:12	11:42	12:12	12:42	
	Harvey Street	7:17	7:47	8:17	8:47	9:17	9:47	10:17	10:47	11:17	11:47	12:17	12:47	
Fisher Street	Ferguson Street	7:21	7:51	8:21	8:51	9:21	9:51	10:21	10:51	11:21	11:51	12:21	12:51	
	McIntyre Street	7:25	7:55	8:25	8:55	9:25	9:55	10:25	10:55	11:25	11:55	12:25	12:55	
	Laurier Avenue	7:29	7:59	8:29	8:59	9:29	9:59	10:29	10:59	11:29	11:59	12:29	12:59	
	Chippewa Street	7:33	8:03	8:33	9:03	9:33	10:03	10:33	11:03	11:33	12:03	12:33	1:03	
	Ferguson Street	7:39	8:09	8:39	9:09	9:39	10:09	10:39	11:09	11:39	12:09	12:39	1:09	
Pinewood	Front Street	7:13	7:43	8:13	8:43	9:13	9:43	10:13	10:43	11:13	11:43	12:13	12:43	
	Civic Hospital	7:16	7:46	8:16	8:46	9:16	9:46	10:16	10:46	11:16	11:46	12:16	12:46	
	Clarence Street	7:20	7:50	8:20	8:50	9:20	9:50	10:20	10:50	11:20	11:50	12:20	12:50	
	Clarence Street	7:28	7:58	8:28	8:58	9:28	9:58	10:28	10:58	11:28	11:58	12:28	12:58	
	Civic Hospital	7:31	8:01	8:31	9:01	9:31	10:01	10:31	11:01	11:31	12:01	12:31	1:01	
Ski Club Road	Front Street	7:34	8:04	8:34	9:04	9:34	10:04	10:34	11:04	11:34	12:04	12:34	1:04	
	Ferguson Street	** 7:39	8:09	8:39	9:09	9:39	10:09	10:39	11:09	11:39	12:09	12:39	1:09	
	Main Street	7:41	8:11	8:41	9:11	9:41	10:11	10:41	11:11	11:41	12:11	12:41	1:11	
	Ferguson Street	7:14	7:44	8:14	8:44	9:14	9:44	10:14	10:44	11:14	11:44	12:14	12:44	
	O'Brien Street	7:18	7:48	8:18	8:48	9:18	9:48	10:18	10:48	11:18	11:48	12:18	12:48	
Chippewa Street	Lansdowne Avenue	7:21	7:51	8:21	8:51	9:21	9:51	10:21	10:51	11:21	11:51	12:21	12:51	
	Olive Street	7:26	7:56	8:26	8:56	9:26	9:56	10:26	10:56	11:26	11:56	12:26	12:56	
	O'Brien Street	7:31	8:01	8:31	9:01	9:31	10:01	10:31	11:01	11:31	12:01	12:31	1:01	
	O'Brien Street	7:36	8:06	8:36	9:06	9:36	10:06	10:36	11:06	11:36	12:06	12:36	1:06	
	Cassells Street	7:42	8:12	8:42	9:12	9:42	10:12	10:42	11:12	11:42	12:12	12:42	1:12	
Chippewa Street	Ferguson Street	7:16	7:46	8:16	8:46	9:16	9:46	10:16	10:46	11:16	11:46	12:16	12:46	
	King Street	7:19	7:49	8:19	8:49	9:19	9:49	10:19	10:49	11:19	11:49	12:19	12:49	
	High Street	7:21	7:51	8:21	8:51	9:21	9:51	10:21	10:51	11:21	11:51	12:21	12:51	
	Cassells Street	7:23	7:53	8:23	8:53	9:23	9:53	10:23	10:53	11:23	11:53	12:23	12:53	
	Wyld Street	7:25	7:55	8:25	8:55	9:25	9:55	10:25	10:55	11:25	11:55	12:25	12:55	
Chippewa Street	King Street	7:27	7:57	8:27	8:57	9:27	9:57	10:27	10:57	11:27	11:57	12:27	12:57	
	Ferguson Street	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	1:00	

NOTE:-

** Denotes the only service available on Saturday
.. Denotes extended Thursday & Friday Service

P.M.

**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	
:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30	6:00	6:30	7:00	7:30	8:00	8:30	9:00	9:30
:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34
:08	:38	:08	:38	:08	:38	:08	:38	:08	:38	:08	:38	:08	:38	:08	:38	:08	:38
:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42
:17	:47	:17	:47	:17	:47	:17	:47	:17	:47	:17	:47	:17	:47	:17	:47	:17	:47
:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51
:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55
:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59	:29	:59
:33	2:03	:33	3:03	:33	4:03	:33	5:03	:33	6:03	:33	7:03	:33	8:03	:33	9:03	:33	10:03
:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	10:09
:43	:13	:43	:13	:43	:13	:43	:13	:43	:13	:43	:13	:43	:13	:43	:13	:43	
:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	
:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	:20	:50	
:58	:28	:58	:28	:58	:28	:58	:28	:58	:28	:58	:28	:58	:28	:58	:28	:58	
:01	:31	3:01	:31	4:01	:31	5:01	:31	6:01	:31	7:01	:31	8:01	:31	9:01	:31	10:01	
:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	:34	:04	
:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	:39	:09	
:11	:41	:11	:41	:11	:41	:11	:41	:11	:41	:11	:41	:11	:41	:11	:41	:11	
:14	:44	:14	:44	:14	:44	:14	:44	:14	:44	:14	:44	:14	:44	:14	:44	:14	
:18	:48	:18	:48	:18	:48	:18	:48	:18	:48	:18	:48	:18	:48	:18	:48	:18	
:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	
:26	:56	:26	:56	:26	:56	:26	:56	:26	:56	:26	:56	:26	:56	:26	:56	:26	
:31	3:01	:31	4:01	:31	5:01	:31	6:01	:31	7:01	:31	8:01	:31	9:01	:31	10:01	:31	
:36	:06	:36	:06	:36	:06	:36	:06	:36	:06	:36	:06	:36	:06	:36	:06	:36	
:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	:12	:42	
:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	:16	:46	
:49	:19	:49	:19	:49	:19	:49	:19	:49	:19	:49	:19	:49	:19	:49	:19	:49	
:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	:21	:51	
:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	:23	:53	
:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	:25	:55	
:57	:27	:57	:27	:57	:27	:57	:27	:57	:27	:57	:27	:57	:27	:57	:27	:57	
00	3:30	4:00	4:30	5:00	5:30	6:00	6:30	7:00	7:30	8:00	8:30	9:00	9:30	10:00			

THIS IS PAGE 1 OF SCHEDULE "D" REFERRED TO IN THE ATTACHED
FRANCHISE AGREEMENT

SCHEDULE "D" - FARES

The cost of the fare which will entitle a transit rider to travel on the buses from any point within the City to any other point within the City shall be:

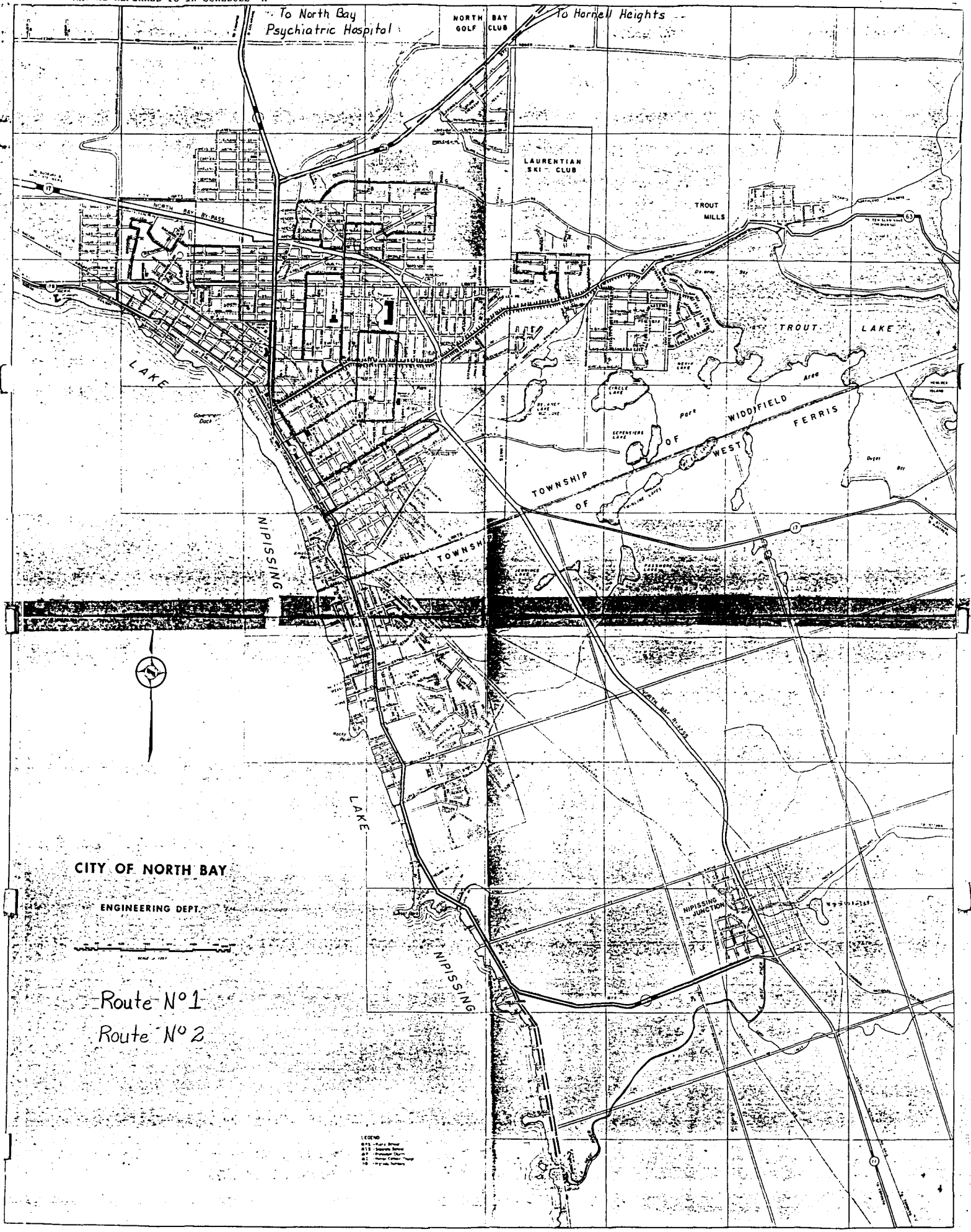
	<u>CASH FARE</u>	<u>TICKETS</u>
Adults	25 cents	10 tickets for 2.25
Students - who produces his or her student identification card	20 cents	10 tickets for 1.80
Children - 12 years of age or under	15 cents	10 tickets for 1.35
Children - 5 years of age or under when accompanied by a fare paying passenger		FREE FARE

SCHEDULE "E" TO THE ATTACHED FRANCHISE AGREEMENT
FREQUENCY OF SERVICE

Subject to the provisions of Schedule "C", the Operator agrees to operate nine (9) new transit buses as hereinbefore defined in compliance with the attached Agreement along the routes set forth in Schedule "A" to the said Agreement on the following time-table frequency of service:

- (1) Service every thirty (30) minutes from seven (7) o'clock in the forenoon until seven (7) o'clock in the afternoon on Monday, Tuesday and Wednesday in each week except during the period set out in paragraph (4) hereof.
- (2) Service every thirty (30) minutes from seven (7) o'clock in the forenoon until ten (10) o'clock in the afternoon on Thursday and Friday in each week except during the period set out in paragraph (4) hereof.
- (3) Service every hour from seven (7) o'clock in the forenoon until seven (7) o'clock in the afternoon on Saturday in each week except during the period set out in paragraph (4) hereof.
- (4) Service every thirty (30) minutes from seven (7) o'clock in the forenoon until ten (10) o'clock in the afternoon during the two week period immediately preceding Christmas Day in each year.

Notwithstanding anything to the contrary herein contained the Operator will not be required to provide scheduled service on Sundays or Holidays provided, however, that the Operator shall be required to provide charter bus service at any time as provided in paragraph 6 (c) of the proposed Exclusive Franchise Agreement.



To North Bay
Psychiatric Hospital

NORTH BAY
GOLF CLUB

To Hornell Heights

LAURENTIAN
SKI CLUB

TROUT
MILLS

LAKE

TROUT
LAKE

NIPISSING

TOWNSHIP

TOWNSHIP
OF WEST
WIDDIFIELD
FERRIS



CITY OF NORTH BAY

ENGINEERING DEPT.

Route No 1
Route No 2

LEGEND