

BY-LAW NO. 1990

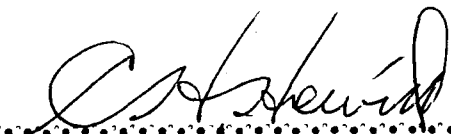
BEING A BY-LAW of the Municipal Corporation of the City of North Bay to authorize an Agreement between the City and Philip McCarthy affecting a Bus System currently being operated under an earlier Agreement dated October 15th, 1959.

WHEREAS it is deemed necessary and expedient to make certain revisions in the Bus System Agreement hereinbefore mentioned and to provide the said Operator, Philip McCarthy, with the protection necessary for and due to his operation of an exclusive bus franchise within the limits of the City of North Bay.

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

1. THAT the Mayor and City Manager be authorized to execute an Agreement between the City of North Bay and the said Philip McCarthy in the form annexed hereto as Appendix "A" to this By-law.
2. THAT such Agreement, when executed, shall form and become a part of this by-law.
3. No person shall take on passengers or express freight within the limits of the City of North Bay and discharge such passengers or express freight within the said limits without first obtaining a license from the Municipal Corporation of the City of North Bay. The Public Vehicles Act R.S.O. 1960 Chapter 337 Section 8 (2).
4. No such License shall be granted to any person if the granting thereof reduces, prejudices, interferes with or otherwise adversely affects the exclusive nature of the franchise granted to the Operator of the bus system hereinabove mentioned, as such system is set out and described in the said Agreement dated October 15th, 1959 attached to and forming part of by-law No. 1899.
5. Every person who contravenes the provisions of this by-law shall pay, upon summary conviction, a fine of \$300.00 together with such costs as the convicting Magistrate may fix.
6. This by-law shall take effect immediately upon approval of same in writing being given by The Ontario Municipal Board.

READ A FIRST TIME IN OPEN COUNCIL THIS 18TH DAY OF SEPTEMBER 1961.
READ A SECOND TIME IN OPEN COUNCIL THIS 18TH DAY OF SEPTEMBER 1961.
RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 18TH DAY OF SPETEMBER 1961.



MAYOR



CITY CLERK

BUS SYSTEM AGREEMENT

THIS AGREEMENT made this 14th day of November A. D. 1961.

BETWEEN:

MUNICIPAL 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 firm name and style of

"McCARTHY BUS SERVICES"

Hereinafter called "The Operator"

OF THE SECOND PART

WHEREAS an Agreement made by and between the parties hereto under date October 15th, 1959 provided for the Operator establishing and operating a bus system within the limits of the City of North Bay upon certain terms and conditions including certain financial assistance from the City.

AND WHEREAS the Operator finds it impossible to continue the operation of the said bus system under such terms and conditions without additional financial aid from the City.

AND WHEREAS the City deems it expedient to provide further financial assistance to the Operator for the purpose of ensuring the continuance of the bus system operation at least until December 31st, 1961.

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 Provisions of the above mentioned prior agreement shall be and remain in full force and effect provided only that the following additions and/or revisions to same are hereby established.
2. The City shall advance to the Operator further financial assistance, not to exceed a total of Thirteen Thousand Two Hundred Dollars (\$13,200.00) during the period between the signing of these presents and December 31st, 1961 in the manner following that is to say:

(a) Five Thousand Two Hundred Dollars (\$5,200.00) on the signing of this Agreement.

(b) On each of the last days of August, September, October, November and December A.D. 1961, a sum equal to the operating loss incurred by the Operator according to his monthly audited statements, provided that such amount shall in no case exceed the sum of One Thousand Six Hundred Dollars (\$1,600.00) notwithstanding such audited statement showing an operating loss for the month then ending, in excess of One Thousand Six Hundred Dollars (\$1,600.00).

3. The Operator shall execute forthwith in favour of the City a chattel mortgage securing payment of the sum of Thirteen Thousand Two Hundred Dollars (\$13,200.00) covering all of the goods and chattels set out in a prior chattel mortgage dated March 28th, 1960 and filed at the District Court Office for the District of Nipissing as No. 43236 and requiring payment of the said sum of Thirteen Thousand Two Hundred Dollars (\$13,200.00) or such lesser amount as may be advanced under the terms of this agreement, without interest, in the same manner as that required by the said prior chattel mortgage and falling due in instalments of Four Thousand Four Hundred Dollars (\$4,400.00) each on the 6th day of January in each of the years 1966, 1967 and 1968.

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

MUNICIPAL CORPORATION OF THE CITY OF
NORTH BAY

PER (Sgd.) C. H. Hewitt

MAYOR

(Sgd.) T. A. Frair

CITY MANAGER

Witness:

(Sgd.) T. G. Farmer

(Sgd.) P. McCarthy

PHILIP McCARTHY, Owner and Operator
of McCarthy Bus Services.