

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BY-LAW NO. 462

A By-Law of the Corporation of the Township Esquimalt to enter into an Agreement with British Columbia Electric Railway Company, Limited, for the operation of a Transportation system as a public utility for the carriage of passengers.

WHEREAS a draft Agreement has been prepared between the Corporation of the Township of Esquimalt and British Columbia Electric Railway Company, Limited, in the words and figures as set forth in Schedule "A" to this By-Law.

AND WHEREAS this By-Law requires the assent of the electors of the Corporation of the Township of Esquimalt in manner provided by Division 1 of Part VI of the Municipal Act.

AND WHEREAS this By-Law, before coming into force, shall be subject to the approval of the Lieutenant-Governor in Council.

AND WHEREAS this By-Law is subject to the provisions of the Public Utilities Act.

NOW THEREFORE the Municipal Council of the Corporation of the Township of Esquimalt enacts as follows:

1. It shall be lawful for the Corporation of the Township of Esquimalt to enter into an Agreement with the British Columbia Electric Railway Company, Limited, in the works and figures as set forth in Schedule "A" to this By-Law which Schedule "A" is declared to be and forms part hereof for the granting to the said Company an exclusive franchise in the terms and provisions contained in the said draft agreement, for a period of twenty years from the date upon which the said Agreement comes into force, for the operation of a transportation system as a public utility for the carriage of passengers on certain streets and highways.
2. It shall be lawful for the Corporation of the Township of Esquimalt to execute and deliver the said Agreement and on the execution thereof by both parties thereto, the said Agreement shall be deemed to form part of and be read with this By-Law and shall be fully validated according to the true tenor and effect thereof.
3. The terms and conditions contained in the said Agreement as set forth are hereby approved and confirmed, and it shall be lawful for the Corporation of the Township of Esquimalt to carry out, perform and fulfil the said Agreement as set forth in Schedule "A" to this By-Law, and to provide for all costs and

expenses that the said Municipal Council may deem necessary for the purpose of fully protecting the interests of the said Corporation of the Township of Esquimalt, carrying out the provisions of the said Agreement.

4. That upon and after the final passing of this By-Law for Reeve and Clerk of the Corporation of the Township of Esquimalt are hereby authorized and empowered to execute the said Agreement under the Corporate Seal of the said Corporation of the Township of Esquimalt and to deliver to the British Columbia Electric Railway Company, Limited, an executed copy thereof.

5. This By-Law may be cited as "British Columbia Electric Railway Company, Limited, Transportation Franchise By-Law, 1947."

PASSED by the Municipal Council the 5th day of June,  
A. D., 1947.

Received the assent of the electors the 19th day of June,  
1947.

RECONSIDERED, ADOPTED AND FINALLY PASSED by the Municipal Council the 7th day of July, 1947.

"A. I. THOMAS"  
REEVE

"V. MESHER"  
CLERK

SCHEDULE B

~~DRAFT FORM OF  
FRANCHISE AGREEMENT~~

THIS AGREEMENT is made the                      day of                      One Thousand  
Nine Hundred and Forty-seven (1947).

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

of The First Part,

AND:

BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY,  
LIMITED (hereinafter called "the Company")

of The Second Part.

WHEREAS:

A. The Company is at present operating a street railway system and a motor bus system in connection therewith for the carriage of passengers for hire within Greater Victoria.

B. Vancouver Island Transportation Company, Limited, holds an exclusive franchise to operate motor buses within the District of Saanich and Vancouver Island Coach Lines Limited operates motor buses under such franchise.

C. The Company entered into an agreement dated the 12th day of May, 1947, with Vancouver Island Transportation Company, Limited, therein and hereinafter called "the Transportation Company" and Vancouver Island Coach Lines Limited, therein and hereinafter called "Coach Lines", which contains among other provisions those set out in Appendix "A" hereto.

D. The development of urban transportation requires the modernization of such transportation by the establishment of an all motor bus system.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have mutually agreed as follows:

1. Throughout this agreement

(a) "Township" shall mean ~~the said~~ Corporation of the Township of Esquimalt or the area within the municipal limits of the Township of Esquimalt as the context may require.

(b) "District" shall mean the area within the municipal limits of the District of Oak Bay.



- (c) "City" shall mean the area within the municipal limits of the City of Victoria.
- (d) "Greater Victoria" shall mean the entire area within the City, the District and the Township and that area within the municipal limits of the District of Saanich described as follows: Commencing at the point of intersection of the boundaries of the City of Victoria, the Township of Esquimalt and the District of Saanich; thence along the boundary between the Township of Esquimalt and the District of Saanich; thence along the boundary between the Land District of Esquimalt and the District of Saanich to Burnside Road; thence along Burnside Road to its intersection with Holland Avenue; thence along Holland Avenue to its intersection with Hastings Street; thence along Hastings Street to its intersection with Wilkinson Road; thence along a straight line drawn from the intersection of Hastings Street and Wilkinson Road to the intersection of Beckwith Avenue and Quadra Street; thence along a straight line drawn from the intersection of Beckwith Avenue and Quadra Street to the intersection of San Juan Avenue and Tyndall Avenue; thence along Tyndall Avenue to its intersection with Ferndale Road; thence along Ferndale Road to its terminus; thence along a straight line projected from the said terminus and following the same course as Ferndale Road to the intersection of the said line with the Coast line; thence following the Coast line to the boundary between the District of Oak Bay and the District of Saanich; thence along the boundary between the District of Oak Bay and the District of Saanich to the point of intersection of the boundaries of the District of Oak Bay, the District of Saanich and the City of Victoria; thence along the boundary between the City of Victoria and the District of Saanich to the

point of commencement; and the whole of all those portions of streets which are described as parts of the boundary of the said area shall be deemed to be included within Greater Victoria.

- (e) "Street Car" shall mean a vehicle with electricity supplied by overhead trolleys as the motive power and operated on fixed rails.

- (f) "Street Railway System" shall mean the system of service by street cars.

- (g) "Motor Bus" shall mean a rail-less vehicle used as a public utility for the carriage of passengers.

- (h) "Motor Bus System" shall mean the system of service by motor buses.

- (i) "Street" shall include every highway, road, avenue, drive, lane, bridge and right-of-way designed or intended for, or used by, the general public for the passage of vehicles.

- (j) "Person" shall include firm and corporation.

- (k) "Minimum Fare Zone" shall mean the area comprising the whole of the City, the District and the Township and that part of the District of Saanich which lies within Greater Victoria and within a circle with a radius of  $3\frac{1}{2}$  miles from the present City Hall of the City of Victoria and shall in addition include, first, that portion of Carey Road extending from the circumference of the said circle to the boundary of Greater Victoria, that portion of Judah Street lying between Carey Road and Glenford Avenue and that portion of Glenford Avenue lying between Judah Street and the circumference of the said circle and, secondly, that portion of Shelbourne Street lying between the circumference of the said circle and Feltham Road.

- (l) "Greater Victoria Transportation Committee" shall mean the Board, Commission or other body referred to in paragraph 38 hereof.

(m) "Vehicles" shall include street cars and motor buses.

2. The Township hereby grants to the Company an exclusive franchise to operate on the streets of the Township a motor bus system for a term of twenty (20) years commencing on the date when this agreement comes into force and covenants forthwith after such date to enact a by-law prohibiting any user of its streets in derogation of or from the provisions of this agreement.

3. The exclusive franchise granted above shall not exclude the operation of (i) motor buses which (a) do not carry passengers for hire from any point within Greater Victoria to any other point within Greater Victoria and (b) operate to a point at least  $1\frac{1}{4}$  miles beyond Greater Victoria; or (ii) taxi cabs or other vehicles hired or plying for hire for private use; or (iii) vehicles hired or plying for hire exclusively for sightseeing purposes; or (iv) vehicles hired for carrying passengers to or from church or school.

4. The Company covenants that it will from time to time perform and enforce its obligations and rights under those provisions in the agreement referred to in recital C above which are quoted in Appendix "A" hereto.

5. The Township further grants the Company the right and privilege to operate on the streets of the Township motor buses on charter trips for the exclusive conveyance of a person or group of persons to whom or for whose use the vehicle is chartered at a fixed price for the use of the whole vehicle, but the grant contained in this paragraph shall not be exclusive.

6. The Company shall have the right when and where necessary for the proper operation of any type of motor bus to erect, place and maintain above, on or under any street suitable electrical and other appliances. No such erection or placing shall be commenced until plans of such appliances and of their location shall first have been approved by the Township; and thereafter the same shall be completed as quickly as is reasonably possible. Whenever the use of such type of motor bus over any route or portion of any route is discontinued, and in any event should the franchise hereby granted be terminated otherwise than pursuant to paragraph 29 hereof, the Company shall as quickly as is reasonably possible remove from any street comprising such route or portion thereof or from all the streets as the case may be such of the said appliances as are used exclusively for the operation

of such type of motor bus.

7. Whenever the Company shall disturb any street in the exercise of the right conferred upon it by paragraph 6 hereof it shall restore or at the Company's expense procure the Township to restore such street to good order and condition. The work of restoration shall be begun and carried to an apparent conclusion without unnecessary delay. Where the work is undertaken by the Township the Company's sole remaining obligation under this paragraph shall be to pay for such work upon such conclusion. In each other case the Company shall be relieved of all obligations under this paragraph upon the expiration of ninety days from such conclusion except with respect to a defect which becomes apparent and of which specific notice in writing is given by the Township to the Company before such expiration.

8. The Company shall progressively, as the necessary equipment becomes obtainable, establish an adequate and convenient motor bus system in substitution for its present street railway system in the Township; and shall make all reasonable efforts to see that the work of substitution is completed within eighteen (18) months from the date when this agreement comes into force.

9. All motor buses operated by the Company under this agreement shall be of such size and seating capacity as may be reasonably necessary from time to time for the convenience, comfort and safety of the patrons of the route or routes upon which they are operated and all such motor buses shall be of reasonably modern design and furnished with reasonably modern improvements and appliances, and the Company shall from time to time make such renewals and re-placements as may be necessary for that purpose. The Company shall at all times use in its motor bus system a sufficient number of motor buses to take care of and provide for the normal passenger traffic.

10. The Township shall keep and maintain the streets over which motor buses are from time to time operated under this agreement in such condition and state of repair as to permit the safe and efficient operation of motor buses thereon, and in the event of any street which forms part of a route becoming unsafe for such operation then, until such street has again been made safe, the Company may, with the approval of the Township and if a suitable detour street is available,

operate over it and otherwise may suspend the operation of motor buses over such route. In no event shall the Township be liable under this paragraph for any damages arising out of the condition or state of repair of a street.

11. Up to the capacity of the facilities and equipment which it may from time to time be reasonable for the Township to maintain or use for the purpose the Township shall from time to time take all such measures as may be reasonably necessary to remove snow and ice from the portions of the streets on which the Company may operate its motor buses. Whenever the presence of snow or ice on any street which forms part of a route renders operation on such street unsafe then, until such street has again been made or become safe, the Company may, if a suitable detour street is available and if the Township approves, operate over such detour street, and otherwise may suspend the operation of motor buses over such route.

12. The Company's motor buses shall stop at such places as may be agreed upon between the Township and the Company for the purpose of allowing passengers to get on or off. In the case of each stopping place the Township shall establish an adequate zone and shall pass the necessary by-law within its powers to prohibit any other vehicle from parking or stopping in such zone during the hours when it is used by the said motor buses and shall clearly designate and mark each such zone.

13. On each street which has not been paved or has not been paved to the full width required to accommodate motor buses at the side of the roadway for the loading and unloading of passengers the Township shall construct and maintain facilities necessary for this purpose and the Company shall pay to it twenty-five per centum (25%) of the cost of constructing such facilities.

14. The Township shall have the right upon reasonable notice to the Company to take up and replace the streets traversed by the Company's motor buses for the purpose of altering the grades thereof or constructing, improving, repairing or replacing the streets, sewers, drains, conduits or water pipes and for all other purposes within the power of the Township to do or order to be done without being liable to the Company to compensate it for damage that may be occasioned,



otherwise than by negligence, to any electrical or other appliances used by the Company exclusively in connection with its motor bus system; but in any such event no unnecessary or undue delay or hindrance shall be caused to the operation of the said motor bus system. If any of the said appliances shall interfere directly with the alteration, construction, improvement, repair or replacement aforesaid the Township may upon reasonable notice require the Company at the expense of the Township to remove or replace the said appliances as the Township may direct. Nothing in this paragraph shall impose any obligation on the Township by inference only.

15. (a) The routes over which the vehicles of the Company shall initially be operated within the Township (which routes are hereinafter referred to as "initial routes") shall be those parts which lie within the Township of the routes set out in Appendix "B" to this agreement; and the initial schedules of operation for the initial routes shall be in accordance with those respectively set out in the said Appendix.

(b) It is hereby declared that the parts lying within the Township of those routes set out in Appendix "B" which lie both within the Township and within the District or the City are intended by the parties to be parts of routes extending from the Township into the District or the City, as the case may be, conditionally upon the Company holding an exclusive franchise for the operation of vehicles therein.

16. The initial routes and initial schedules may from time to time be altered or abandoned in order to meet public convenience and necessity in any manner agreed upon by the Township and the Company subject to the provisions of the Public Utilities Act or the Motor Carrier Act as the case may be, and in the event of the parties being unable to agree whether any such alteration or abandonment shall be made any party shall be at liberty to apply to the Public Utilities Commission under paragraph 44 hereof; and the foregoing provisions of this paragraph shall apply mutatis mutandis to the routes set out in the said Appendix "B".

17. Until altered as provided in paragraph 20 hereof, the Township, in so far as its jurisdiction extends, grants to the Company the right to

charge and collect from any person on or after entering any of its vehicles and the Company, in so far as it has the power so to do, agrees to carry any such person within the Township and within any other part of the minimum fare zone within which it may hold an exclusive franchise for the operation of vehicles or within which it may have the right to operate under the provisions quoted in Appendix "A" hereto for the following fares:

ADULTS

Weekly Pass . . . . . \$1.00. The holder of a weekly pass shall be entitled to ride at any time during the week such pass is valid. Weekly passes shall be valid from 5 A.M. Sunday until 5 A.M. the following Sunday.

Tickets . . . . . 4 for 25 cents - fare one ticket.

Cash fare . . . . . 7 cents.

CHILDREN

All children shall pay fares except those under five years of age who board a vehicle with and are at all times accompanied by an adult passenger.

5 years of age and under 12 years.

Cash fare . . . . . 4 cents.

Tickets . . . . . 8 for 25 cents - fare one ticket.

Two children 5 years of age and under 12 years travelling together. . . . . One adult fare.

School children.

Tickets (Limited) . . . . . 8 for 25 cents - fare one ticket on presentation of Company's official certificate. These tickets good for use only between the hours of 7:30 A.M. and 5:00 P.M. on days other than Saturdays, Sundays and other school holidays.

18. Until altered as provided in paragraph 20 hereof, the payment of a fare shall entitle a passenger to one continuous trip on the vehicle on which the fare is paid and by means of a transfer on a connecting vehicle from one point to another point on the Company's transportation system within the Township and

within any other part of the minimum fare zone within which it may hold an exclusive franchise for the operation of vehicles and, so far as the Company can effectively provide therefor as set out in paragraph 4 hereof, from or to one such point to or from a point in the District of Sanich within the minimum fare zone on the routes set out in the said Appendix "B"; but one fare or transfer thereof shall not entitle the passenger to pass over and along any portion of the same route twice or to make a return journey to any point on the same or parallel routes. <sup>To be honoured, a transfer shall</sup> ~~When a transfer is given, it must~~ be presented at the transfer point and ~~must~~ <sup>shall</sup> be used on the first connecting vehicle moving in the direction shown on the transfer; otherwise the Company shall be entitled to charge another fare.

19. None of the provisions of paragraphs 17 and 18 shall apply to motor buses operated in charter service.

20. From time to time either party shall be at liberty to suggest a change in the fares fixed by paragraph 17 hereof and in the provisions of paragraph 18 hereof and the same shall then be subject to be revised as may be mutually agreed upon between the parties subject to the approval of the Public Utilities Commission; and in the event of the parties' failure to agree in respect thereof either party shall be at liberty to apply to the Public Utilities Commission under paragraph 44 hereof.

21. The Company shall have the right to make and enforce regulations and rules for the proper collection of fares, for the issue and use of transfers and passes and for the conduct of passengers on its vehicles, including the right to eject any person for misconduct or failure or refusal to pay the proper fare.

22. The Company shall not be obliged to carry any package or baggage exceeding in weight 25 pounds for any one passenger or to carry any animal. It may refuse to allow any passenger to bring with him on board its vehicles any package of whatsoever nature that would cause inconvenience to other passengers or soil or damage the Company's property, and it may make and enforce such regulations as to packages and baggage as it may deem necessary.

23. The Company shall carry free of charge on its vehicles operated under this agreement members of the Police and Fire Departments of the Township

when in uniform.

24. The Company shall keep the Township harmless and indemnified from and against all actions, costs, charges, claims, liabilities and damages of whatsoever nature (save such as arise from any act or omission of the Township) arising out of the operation of the said vehicles on the streets of the Township or out of the exercise by the Company of any other right under this agreement or out of the breach of any covenant herein contained by the Company to be performed.

25. (a) As compensation for the use by the Company of the streets in the Township for its vehicles operated under this agreement and to assist the Township in the performance of its obligations under paragraphs 10, 11, 12 and 13 hereof and on account of certain taxes payable by the Company to the Township, the Company shall pay to the Township an amount equal to three per centum (3%) of the gross fare revenue earned by it within the Township by the operation of its said vehicles (including charter motor buses as defined in paragraph 5 hereof) under this agreement. Before applying any monies so paid to any other purpose the Township shall apply the same on account of the amounts from time to time owing or to become owing to it by the Company in respect of

(i) any tax now or hereafter imposed on the amount of fares received upon vehicles and payable during, or calculated upon fares received during, the period that the franchise hereby granted shall be in force; and

(ii) all trade and other licence fees, all business taxes and all ordinary municipal and school taxes (excepting only taxes on land, apart from the improvements thereon, and local improvement rates and special rates of whatever nature or kind) now or hereafter imposed in respect of the said vehicles or the operation thereof or the revenue derived therefrom or in respect of the real property used in connection therewith and payable during, or calculated upon revenue derived during, the period that the franchise hereby granted shall be in force.

(b) "Fare revenue" shall not be deemed to include any excise or other taxes that the Company may be required to collect from its customers.

(c) In the case of each route which does not lie wholly within the Township, that part of the fare revenue earned on such route which bears to the whole of the fare revenue earned thereon the same proportion as the vehicle miles

operated thereon within the Township bears to all the vehicle miles operated thereon shall be deemed to have been earned within the Township.

26. Within thirty days after the end of each three month period during the term of this agreement the Company shall make and deliver to the Township a statement showing the total number of vehicle miles travelled within the Township and without the Township respectively during such three month period by vehicles operated by the Company under this agreement and showing the gross fare revenue earned by the operation of the said vehicles during such period. Each such statement shall be verified by a statutory declaration of a responsible officer of the Company.

27. At the time of delivery of each statement required to be delivered under paragraph 26 hereof, the Company shall pay to the Township the sum payable under paragraph 25 hereof in respect of the revenue earned during the period covered by such statement.

28. The Company covenants and agrees that for each calendar year during the term of this agreement the total of the amounts which it will pay to the Township under paragraph 27 hereof shall not be less than \$5,000.00.

29. If the Township shall at least one year before the end of the fifth, tenth, fifteenth or twentieth year of the term of this agreement give to the Company written notice of its intention in that behalf, then at the end of such year (hereinafter called "the effective date") the Township shall purchase and the Company shall sell such of the Company's motor buses, electrical and other appliances and other real and personal property as are at the effective date being used within the Township exclusively for or in connection with the provision of service under the terms of this agreement. Such a sale and purchase shall become effective at midnight on the effective date. The purchase price shall be the fair value of the property sold and purchased as a going concern on the effective date. It shall either be such as may be agreed in writing between the parties not later than one month after the effective date or within such further time as the parties may jointly decide upon in writing or in the event of failure so to agree, such as may be fixed by arbitration by three arbitrators, of whom one shall be appointed by the Township, a second shall be appointed by the Company and the third shall



be chosen by the two arbitrators so appointed. Upon the taking over by the Township of the said property and payment of the purchase price, which shall be paid (with interest from the effective date or the date when possession shall have been given, whichever shall be the later, until payment or tender, at the rate then fixed by law as the rate payable on judgment debts) forthwith after it shall have been agreed or fixed as aforesaid, all the rights, privileges, franchises and obligations of the Company under this agreement shall cease and determine.

30. Subject to the provisions of paragraph 29 hereof in the event of the Township not exercising such right of purchase by the end of the fifteenth year of the term of this agreement, then either the Township or the Company shall have the right at any time during the last five years of the term of this agreement to give the other party notice in writing of its desire to renew this agreement for such further period and upon such terms and conditions as may be mutually agreed upon and the parties hereto mutually agree that upon receipt of such notice they will in the interests of the Township as well as the interests of the Company proceed as soon as possible thereafter to enter into negotiations and use their best endeavours to bring such negotiations to a mutually satisfactory conclusion before the expiration of this agreement.

31. Whenever for a period of three (3) months the Company has substituted a motor bus route for a street car route or part thereof or has otherwise discontinued operations on a street car route or part thereof or gives notice to the Township that it has abandoned its street car operations over such route or part, then so much of the rails and all other equipment of the Company forming part of the track thereon as lies within the Township shall become the property of the Township and the Company shall thereupon be relieved of all liability (if any) to take up the tracks, or to replace the pavement or other road surface or to repair the streets along which such route or part ran; and the Township shall, in each case where a motor bus route has been substituted as aforesaid for a street car route or part thereof, as quickly as is reasonably possible put such route or part thereof in fit and proper condition for the operation of motor buses thereon. On account of the expense to be incurred in respect of the replacing of pavement and other road surface and the repairing of streets as aforesaid, and the taking up of such tracks as the Township may deem advisable, the Company shall pay to the

Township the total sum of \$35,000.00 in four equal consecutive semi-annual instalments, the first of which shall be paid on the date when this agreement comes into force. If pursuant to paragraph 29 the Township purchases the property therein referred to at the end of the fifth, tenth or fifteenth year of the term of this agreement, it shall on the effective date pay to the Company three quarters, one half or one quarter respectively of the said sum of \$35,000.00 with interest on the same fraction of each instalment thereof paid as aforesaid calculated as well after as before maturity at the rate of  $3\frac{1}{4}\%$  per annum from the date when such instalment was paid by the Company to the Township.

32. Whenever the Township shall require the Company to extend or increase its motor bus service on any street or to provide such service upon any street not then served, the Company shall either -

- (a) Comply with such requirement; or
- (b) If the Company so wishes and gives notice in writing thereof to the Township, install such service on a trial basis for six months, or for such other period as may be agreed upon between the parties; or
- (c) If the Company considers that the requirement is not reasonable, give notice to the Township to that effect.

33. In the event mentioned in clause (b) of the next preceding paragraph, the Company shall keep a special account with respect to such trial operation. The said account shall at all times be open to inspection by the Township, and the facts disclosed by the said account shall be available for consideration upon the question whether such trial service should be continued. Not later than one month before the expiration of the period of the said trial the Township and the Company shall discuss and try to reach agreement upon the question whether or not the trial service should be continued as a permanent service. In the events of the Township and the Company failing to agree thereon and of the Company not wishing to continue the said service, it shall give notice of its wishes to the Township and shall not until the expiration of one month after the giving of such notice discontinue the said service, and during such month the Township shall be at liberty to apply to the Public Utilities Commission pursuant to paragraph 44 hereof.

34. In the event mentioned in clause (c) of paragraph 32 hereof, the Township shall be at liberty to apply to the Public Utilities Commission pursuant to paragraph 44 hereof.

35. In the event of the Company making an authorized assignment or having a receiving order made against it under the Bankruptcy Act and during bankruptcy failing to comply with any of the terms or conditions of this agreement on its part to be observed or performed, or upon any wilful failure or neglect by the Company to comply with any of the terms or conditions of this agreement going to the root of the contract and on its part to be observed or performed which continues for thirty days after written demand by the Township for the observance or performance of such terms or conditions, the Township shall have the right to terminate this agreement (except the next succeeding paragraph), and upon such termination the rights and privileges of the Company under this agreement (except the next succeeding paragraph) shall forthwith cease to exist. Any failure or neglect by the Company to comply with any of the terms or conditions of this agreement on its part to be observed or performed shall be deemed to be wilful within the meaning of this paragraph if the Company does not make reasonable use of its means and powers in order to prevent such failure or neglect. The rights of the Township under this paragraph are and shall be in addition to and without prejudice to any other rights at law or in equity which it may have against the Company for or by reason of any breach by the Company of this agreement or any part thereof.

36. In the event of the termination of this agreement as provided in paragraph 35 hereof the Township shall have and may exercise the right to take possession of any or all of the Company's motor buses and equipment which are then being used or which immediately before the event giving rise to such termination were being used exclusively for or in connection with the provision of service under the terms of this agreement and to use the same for a period not exceeding 12 months thence ensuing in the operation by the Township of a motor bus system as a public utility on streets of the Township for the carriage of passengers. At the end of such period the Township shall return to the Company the motor buses and equipment so taken in as good condition as when taken, reasonable wear and tear excepted, and shall pay to the Company a reasonable sum (including compensation

for wear and tear) for the use of said motor buses and equipment so taken. Such sum shall be arrived at by mutual agreement of the parties or in case of failure to agree, then by arbitration by three arbitrators of whom one shall be appointed by the Township, a second shall be appointed by the Company and the third shall be chosen by the two arbitrators so appointed.

37. The Company may perform the obligations imposed upon it and exercise the rights granted to it by the terms of this agreement either in whole or in part through its own servants and agents or by or through any other person. Whenever the Company shall provide service under this agreement through any such other person the gross fare revenue earned by such person on his vehicles operated under this agreement within the Township shall be deemed to be revenue earned by the Company for the purpose of computing the payments to be made to the Township under paragraph 25 hereof. The money payable under the said paragraph with respect to revenue earned by such person shall be applied in the manner set out in the said paragraph on account of amounts owing or to become owing to the Township in respect of the taxes, fees, and rates referred to in the said paragraph, first, by such person and, secondly, so far as the remainder may extend, by the Company. For the purpose of this agreement the acts and defaults of any such person shall be deemed to be those of the Company. The Township will, in the performance of its obligations under this agreement, treat all the vehicles of any such person operated under this paragraph as vehicles operated by the Company under this agreement.

38. In the event of there being created under statutory authority a Board or Commission or other body to co-ordinate public street transportation within Greater Victoria the Township shall have the right so far as the Company can confer it to substitute the Greater Victoria Transportation Committee for the Township in all appropriate places in this agreement.

39. The Township shall afford the Company every reasonable facility to enable the Company to reduce its operating expenses so as to give adequate and efficient service at a minimum cost and fare, and the Township shall give sympathetic consideration to any reasonable suggestions made by the Company with the object of lessening its operating expenses or improving its service and the Township and the Company shall from time to time consult together with respect to

equipment, routes, schedules and other matters of operation.

40. No consent, approval, decision, definition, direction, satisfaction, appointment or like thing to be given, made or expressed by the Township or by the Company under or in respect of this agreement shall be unreasonably withheld or delayed.

41. Any notice required or desired to be given under or in respect of this agreement shall be deemed to have been sufficiently given to the party to whom it is addressed if it is mailed in a prepaid registered envelope addressed respectively as follows:

- (a) If given to the Township - "The Municipal Clerk,  
Municipal Hall,  
Esquimalt, B.C."
- (b) If given to the Company - "British Columbia Electric  
Railway Company, Limited,  
Victoria, B. C."

and any notice so given shall be deemed to have been received when in the ordinary course of mail it should have been delivered.

42. In exercising their respective rights under this agreement the parties shall have due regard for public convenience and necessity, and the furnishing of service to the public which shall in all respects be adequate, safe, efficient, just and reasonable, as required by the Public Utilities Act or the Motor Carrier Act as the case may be.

43. The full performance of this agreement is subject from time to time to Acts of God or the King's enemies, strikes, lockouts, riots, and civil insurrection during the period affected by each such contingency and during such period only.

44. Either of the parties hereto shall be at liberty at any time to apply to the Public Utilities Commission to exercise any statutory jurisdiction which it may have in respect of the enforcement of any term of this agreement or in respect of any matter arising thereunder on which the parties cannot agree.

45. This agreement shall come into force and be binding upon the parties hereto upon the first day of the month following that in which it shall receive the approval of the Public Utilities Commission as provided by the Public



Utilities Act or the approval of the Lieutenant-Governor-in-Council as provided by the Municipal Act, whichever shall last be given.

46. The Company shall not assign this agreement without the consent of the Township in writing first had and obtained.

47. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day and year first above written.

THE CORPORATE SEAL OF CORPORATION  
OF THE TOWNSHIP OF ESQUIMALT was  
hereunto affixed in the presence of

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Municipal Clerk

THE COMMON SEAL OF BRITISH COLUMBIA  
ELECTRIC RAILWAY COMPANY, LIMITED was  
hereunto affixed in the presence of

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

APPENDIX "A"

Provisions extracted from agreement dated the 12th day of May, 1947, made between the Company, the Transportation Company, and Coach Lines which are referred to in Recital C of this agreement.

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Paragraph 1. Throughout this agreement,

- (a) The expression "operating with open doors" within a given area or along a given route shall mean carrying for hire passengers travelling from any point within such area or on such route to any other point within such area or on such route.
- (b) "Greater Victoria" shall mean the area within the municipal limits of the City of Victoria, the District of Oak Bay and the Township of Esquimalt, and that area within the municipal limits of the District of Saanich described as follows: Commencing at the point of intersection of the boundaries of the City of Victoria, the Township of Esquimalt and the District of Saanich; thence along the boundary between the Township of Esquimalt and the District of Saanich; thence along the boundary between the Land District of Esquimalt and the District of Saanich to Burnside Road; thence along Burnside Road to its intersection with Holland Avenue; thence along Holland Avenue to its intersection with Hastings Street; thence along Hastings Street to its intersection with Wilkinson Road; thence along a straight line drawn from the intersection of Hastings Street and Wilkinson Road to the intersection of Beckwith Avenue and Quadra Street; thence along a straight line drawn from the intersection of Beckwith Avenue and Quadra Street to the intersection of San Juan Avenue and Tyndall Avenue; thence along Tyndall Avenue to its intersection with Ferndale Road; thence along Ferndale Road to its terminus; thence along a straight line projected from the said terminus and following the same course as Ferndale Road to the intersection of the said line with the Coast Line; thence following the Coast Line to the boundary between the District of Oak Bay and the District of Saanich; thence along the boundary between the District of Oak Bay and the District of Saanich to the point of intersection <sup>of</sup> ~~with~~ the boundaries of the District of Oak Bay, the District of Saanich

and the City of Victoria; thence along the boundary between the City of Victoria and the District of Saanich to the point of commencement.

Paragraph 9. The Railway Company shall permit the Transportation Company to perform and exercise, and the Transportation Company shall perform and exercise, the Railway Company's obligations and rights under the franchise agreement to be made by the Railway Company with the Corporation of the City of Victoria upon and along those routes specified in Schedule "A" hereto.

Paragraph 10. The Transportation Company shall permit the Railway Company to perform and exercise, and the Railway Company shall perform and exercise, the Transportation Company's obligations and rights under the existing franchise referred to in Recital B hereof or the said franchise as amended as provided in paragraph 4 hereof or the new franchise to be obtained as provided in paragraph 4 hereof upon and along those routes specified in Schedule "B" hereto.

Paragraph 14. Each of the parties hereto shall accept in payment for travel within the applicable fare zones on its vehicles operating with open doors within Greater Victoria, the fare tickets and sold passes sold by the other party for use on its vehicles operating with open doors within Greater Victoria.

Paragraph 16. Each of the parties hereto shall accept in payment for travel within the applicable fare zones on its vehicles operating with open doors within Greater Victoria transfers issued by the other party on its vehicles operating with open doors within Greater Victoria in accordance with and subject to such conditions governing the issue and use of transfers as may from time to time be agreed upon between the parties hereto and endorsed on such transfers.

Paragraph 22. Whichever one of the Railway Company and the Transportation Company holds an exclusive franchise in that part of Greater Victoria in which there originates an unscheduled trip for the purpose of carrying a group of passengers from that part of the said area to any other part of the said area shall have the right to carry the said group to such

other part without transferring the group to the vehicles of the other party, provided notice thereof is given to such other party a reasonable time in advance of the said unscheduled trip and the regularly established fare is collected from each passenger for such trip.

APPENDIX "B"

1. OAK BAY - CONVALES ROUTE.

From Oak Bay Avenue at St. Patrick Street, via St. Patrick Street, Windsor Road, Victoria Avenue, Beach Drive, St. Patrick Street, Central Avenue, Newport Avenue, Oak Bay Avenue, Pandora Avenue, Douglas Street, Humboldt Street, Rupert Street, Southgate Street, Cook Street, Oscar Street, Fairfield Road, Beach Drive and Falkland Road to Central Avenue, looping via Central Avenue, Victoria Avenue, McLaren Street and return, and from Fairfield Road via St. Charles Street, Ross Street and Crescent Road to Quimper Street and return.

On business days, a 10 minute service or the equivalent number of trips per hour during normal hours and a  $7\frac{1}{2}$  minute service or the equivalent number of trips per hour during rush hours, to the intersection of Fairfield Road and St. Charles Street, alternate buses to proceed via Fairfield Road, Beach Drive and Falkland Road to Central Avenue, looping via Central Avenue, Victoria Avenue, McLaren Street and return, and from Fairfield Road via St. Charles Street, Ross Street and Crescent Road to Quimper Street and return. On days other than business days, during normal hours, a 20 minute service, or the equivalent number of trips per hour to be provided.

Alternate buses are to be routed in opposite directions around the Oak Bay - Shoal Bay loop.

2. UPLANDS ROUTE.

From the intersection of Yates and Douglas Streets, outbound via Douglas Street, Pandora Avenue, Oak Bay Avenue, Monterey Avenue, St. Ann Street, Bowker Avenue, Hampshire Road, Musgrave Street, Thompson Avenue, Cadboro Bay Road, Uplands Road, Cotswold Road, Upper Terrace Road and Midland Road to Beach Drive. Inbound via Beach Drive, Rutland Road, Lansdowne Road, Uplands Road, Cadboro Bay Road, Thompson Avenue, Musgrave Street, Hampshire Road, Bowker Avenue, St. Ann Street, Monterey Avenue, Oak Bay Avenue, Fort Street and Yates Street.

On business days, a 15 minute service or the equivalent number of trips per hour during normal hours, and a 15 minute limited stop service during rush hours, and on other days, during normal hours, a 30 minute service



to be provided.

3. ESQUIMALT - WILLOWS ROUTE.

From the Dockyard gates, via Esquimalt Road, and from the Naval Barracks via Admirals Road and Esquimalt Road, Johnson Street, Alston Street, Esquimalt Road, Bay Street, Douglas Street, Fort Street, Cadboro Bay Road, Bowker Avenue, Beach Drive and Estevan Avenue, looping via Thompson Avenue and Cadboro Bay Road, and in the reverse direction and return.

On business days a 15 minute service or an equivalent number of trips per hour during normal hours, and a  $7\frac{1}{2}$  minute service or an equivalent number of trips during rush hours, to the intersection of Esquimalt Road and Admirals Road, alternate buses to proceed via Admirals Road to the Naval Barracks and via Esquimalt Road to the Dockyard, and on other days, during normal hours, a 20 minute service to be provided.

4. BEACON HILL - HAULTAIN ROUTE.

From a loop of Niagara Street, Douglas Street, Battery Street, and Government Street, via Niagara Street, Menzies Street, Belleville Street, Government Street, Yates Street, Fernwood Road, Haultain Street, Shelbourne Street, Hillside Avenue and Lansdowne Road to a terminus at Richmond Road and return.

On business days a 15 minute service or an equivalent number of trips per hour during normal hours and a 10 minute service or an equivalent number of trips per hour during rush hours, and on other days, during normal hours, a 20 minute service to be provided.

5. OUTER WHARF - VICTORIA WEST ROUTE.

From a loop of Pilot Street, Niagara Street and Dock Street via Dallas Road, Erie Street, St. Lawrence Street, Superior Street, Government Street, Bay Street, Langford Street, Russell Street, Craigflower Road and Tillicum Road to the Gorge Bridge and return, and from Tillicum Road via Craigflower Road to Forshaw Road and return.

On business days a 15 minute service or an equivalent number of trips per hour during normal hours, and a 10 minute service or an equivalent number of trips per hour during rush hours, and on other days, during normal hours, a 20 minute service to be provided as far as the inter-

section of Craigflower Road and Tillicum Road, alternate trips to proceed via Tillicum Road to the Gorge Bridge and return, and via Craigflower Road to Forshaw Road and return.

6. HILLSIDE - SOUTH FAIRFIELD ROUTE.

From a loop of Hillside Avenue, Doncaster Drive, Burton Street and Gosworth Street, via Hillside Avenue, Douglas Street, Fort Street, Cook Street, May Street, Linden Avenue and Dallas Road to Moss Street, returning via Moss Street and May Street. Alternatively this route may loop via George Street, Bushby Street, Eberts Street and May Street. On business days a 12 minute service or an equivalent number of trips per hour during normal hours, and a 10 minute service or an equivalent number of trips per hour during rush hours, and on other days, during normal hours, a 15 minute service to be provided.

7. RICHARDSON - PEMBROKE ROUTE.

From a loop of Belmont Avenue, Gladstone Avenue and Shakes-Peare Street, via Pembroke Street, Blanshard Street, Cormorant Street, Government Street, Humboldt Street, Blanshard Street, McClure Street, Vancouver Street, Richardson Street, St. Charles Street, Despard Avenue, Richmond Avenue, Quamichan Avenue, and Foul Bay Road to Fairfield Road and return.

On business days a 20 minute service or an equivalent number of trips per hour during normal hours and a 15 minute service or an equivalent number of trips per hour during rush hours, and on other days, during normal hours, a 20 minute service to be provided.

8. MT. TOLMIE ROUTE.

From a loop of Government Street, Cormorant Street, Douglas Street and Pandora Avenue, via Government Street, Fort Street, Richmond Avenue, Haultain Street, Foul Bay Road, Forrester Street and Richmond Avenue to Cedar Hill Cross Road and return.

On business days a 20 minute service or an equivalent number of trips per hour during normal hours, and a 15 minute service or an equivalent number of trips per hour during rush hours, and on other days, during normal hours, a 20 minute service to be provided.

9. COLVILLE ROUTE.

From a loop of Johnson Street, Douglas Street, Yates Street and Wharf Street, via Johnson Street, Esquimalt Road, Head Street, Lampson Street and Colville Road to Admirals Road and return, also via Admirals Road to Esquimalt boundary and return and via Admirals Road to Esquimalt Road, looping via Esquimalt Road, Comerford Street and Lyall Street to Admirals Road and return.

On business days a 30 minute service or equivalent number of trips per hour during normal hours, and a 20 minute service or equivalent number of trips per hour during rush hours, and on other days, during normal hours, a 30 minute service to be provided as far as the intersection of Colville Road and Admirals Road.

10. MUNRO ROUTE.

From a loop of Johnson Street, Douglas Street, Yates Street and Wharf Street, via Johnson Street, Esquimalt Road, Head Street, Gore Street, Lyall Street, Lampson Street and Munro Street to Armit Street, returning via Munro Street, Fraser Street, Lyall Street, Admirals Road and Esquimalt Road.

A 30 minute service to be provided, during normal hours.

11. CADBORO BAY ROUTE. (Feeder bus connecting with Routes #2 and #3.)

From a terminus at the intersection of Cadboro Bay Road and Nottingham Road, via Cadboro Bay Road to Sinclair Road, looping via Hobbs Street, Arbutus Road, Finnerly Road, Sinclair Road and return; and from Sinclair Road via Cadboro Bay Road, Maynard Road and Telegraph Bay Road to Minnie Avenue and return; an extension of this route may also be operated via Cadboro Bay Road, Telegraph Bay Road and Seaview Road to Tudor Avenue, returning via Tudor Avenue, Telegraph Bay Road and Cadboro Bay Road.

On business days, a 30 minute service or the equivalent number of trips per hour, to be provided as far as the Cadboro Bay P. O. and alternate trips may operate via the Sinclair Road Loop and the Tudor Avenue Loop, and on other days, during normal hours, an hourly service to be provided.

12. GORGE ROAD ROUTE.

From a loop of Broughton Street, Gordon Street and Courtney

Street, via Douglas Street, Gorge Road and Admirals Road to Craigflower Road and return; an extension of this route may also be operated from Gorge Road via Tillicum Road, Obed Avenue, Dysart Road and Cowper Street to Admirals Road and return.

On business days, as far as Tillicum Road, a 20 minute service or the equivalent number of trips per hour during normal hours and a 10 minute service or the equivalent number of trips per hour during rush hours to be provided.

On business days a 20 minute service or the equivalent number of trips per hour during normal hours, and a 15 minute service or the equivalent number of trips per hour during rush hours, and on other days a 20 minute service or the equivalent number of trips per hour during normal hours to be provided, to Admirals Road Terminus.

The above service may be alternated from Gorge Road via Tillicum Road, Obed Avenue, Dysart Road and Cowper Street to Admirals Road and return.

13. BURNSIDE ROUTE.

From a loop of Broughton Street, Gordon Street and Courtney Street, via Douglas Street, Burnside Road to Holland Road, looping via Holland Road, Hastings Street, Wilkinson Road and return.

On business days as far as Tillicum Road a 20 minute service or the equivalent number of trips per hour during normal hours and a 10 minute service or the equivalent number of trips per hour during rush hours, and on other days a 20 minute service or the equivalent number of trips per hour during normal hours to be provided.

As far as Hastings Street and Wilkinson Road on business days 31 trips per day, and on other days 14 trips per day will be provided.

14. CLOVERDALE ROUTE.

From a loop of Broughton Street, Gordon Street and Courtney Street, via Government Street, Douglas Street, Carey Road and Glanford Avenue to Agnes Street, looping via Agnes Street, Tait Street and Carey Road and return; also from Douglas Street via Carey Road and Glanford Avenue to Judah Street, Carey Road and return, and from Carey Road at Ralph Street via Ralph Street to Douglas Street and return, and from Douglas Street at Saanich Road via Saanich Road to Falmouth Road and

return.

On business days as far as intersection of Saanich Road and Douglas Street a 15 minute service or the equivalent number of trips per hour during normal hours and a 10 minute service or the equivalent number of trips per hour during rush hours, and on other days, during normal hours, a 20 minute service or the equivalent number of trips per hour to be provided. On business days as far as Agnes Street 23 trips per day, and on other days 13 trips per day will be provided. On business days as far as Ralph Street 20 trips per day, and on other days 5 trips per day will be provided. On business days as far as Falmouth Road on Saanich Road 12 trips and on other days 5 trips to be provided. On business days as far as Judah Street 6 trips and on other days 4 trips to be provided.

15. QUADRA ROUTE.

From a loop of Broughton Street, Gordon Street and Courtney Street, via Douglas Street, Yates Street and Quadra Street to Beckwith Avenue, returning via Quadra Street, Pandora Avenue and Douglas Street. On business days as far as Cloverdale Avenue a twenty minute service or the equivalent number of trips per hour during normal hours and a 10 minute service or the equivalent number of trips per hour during rush hours to be provided.

On business days as far as Reynolds Road a 20 minute service or the equivalent number of trips per hour during normal hours, and a 15 minute service or the equivalent number of trips per hour during rush hours, and on other days, during normal hours, a 20 minute service or the equivalent number of trips per hour to be provided. On business days as far as Beckwith Avenue 10 trips per day and on other days 7 trips per day will be provided.

16. MAPLEWOOD ROUTE.

From a loop of Broughton Street, Gordon Street and Courtney Street, via Douglas Street, Fort Street, Blanshard Street, Pandora Avenue, Cook Street, Maplewood Road and Blenkinsop Road to Cedar Hill Cross Road and return, and from Cook Street, via Lang Street and Cedar Hill Road to Cedar Hill Cross Road and return.



On business days as far as Lang Street a 20 minute service or the equivalent number of trips per hour during normal hours, and a 15 minute service or the equivalent number of trips per hour during rush hours, and on other days, during normal hours, a 20 minute service to be provided.

On business days as far as Cedar Hill Cross Road on either Maplewood Road or Cedar Hill Road 20 trips and on Sundays 10 trips to be provided.

17. GORDON HEAD ROUTE.

Through service from Vancouver Island Coach Lines Depot at Broughton and Broad Streets to the Saanich Boundary on Shelbourne Street, via Shelbourne Street to Ruby Road and looping via Ruby Road, Gordon Head Road, Ferndale Road, Tyndall Avenue, Feltham Road, Shelbourne Street and return.

On business days 14 trips and on other days 7 trips to be provided.