

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 1644

"A Bylaw to authorize the Corporation to enter into and execute an Agreement with the British Columbia Electric Railway Company Limited regarding the substitution of bus for railway passenger service in certain parts of the Municipality of Burnaby."

WHEREAS the British Columbia Electric Railway Company Limited (hereinafter called "the Railway Company") has heretofore provided a railway passenger service in certain portions of the Municipality of Burnaby namely along 6th Street from 10th Avenue to Edmonds Street and on Edmonds Street from 6th to 12th Street (Kingsway) and thence on private right-of-way from 12th Street (Kingsway) to Highland Park, such service formerly connecting with the Railway Company's street railway service in New Westminster.

AND WHEREAS a motor bus service has been substituted for railway passenger service in the City of New Westminster and the Railway Company has proposed to the Corporation of the District of Burnaby (hereinafter called "the Corporation") that a motor bus service be substituted for railway service in the aforesaid portions of the Municipality of Burnaby such motor bus service to connect with the motor bus service in the City of New Westminster.

AND WHEREAS the operation of motor bus service in the said portions of the Municipality of Burnaby will be carried on by motor buses licensed under the "Burnaby Motor for Hire Bylaw 1919" and amendments thereto.

AND WHEREAS an Agreement between the Corporation and the Railway Company and setting out the terms, conditions

and provisions under which such substitution of motor bus for railway service shall take place has been prepared.

AND WHEREAS a Draft of the said Agreement is attached to this Bylaw and is marked Schedule "A".

AND WHEREAS the Corporation is desirous of entering into and executing the said Agreement and for the purpose of authorization in this connection the Commissioner of the Corporation deems it necessary or expedient to pass this Bylaw.

THEREFORE the Commissioner of the Corporation in exercise of all the powers him thereunto enabling enacts as follows:-

1. It shall be lawful for the Corporation and the Corporation is hereby authorized to enter into and carry into effect an Agreement between it and the Railway Company in terms of the draft Agreement hereto attached marked Schedule "A" and forming part of this Bylaw and by the hands of the said Commissioner and the Clerk to the Corporation and under its Corporate Seal to sign and execute the said Agreement in duplicate as the act and deed of the Corporation and to deliver an executed copy thereof to the Railway Company it, the Railway Company, having previously or at the same time executed the said Agreement in duplicate as the other party thereto.

2. This Bylaw shall not come into force and effect unless and until it shall have been approved by the Lieutenant-Governor in Council as required by law.

3. This Bylaw may be cited for all purposes

as the "Burnaby - B. C. Electric Bus Service Bylaw  
1938".

DONE AND PASSED this Ninth day  
of November, A. D. 1938.

RECONSIDERED, finally adopted, signed  
by the said Commissioner and sealed with the Corporate  
Seal this Ninteenth day of November A. D. 1938.



*Hugh L. W. Fraser*  
COMMISSIONER.

*Charles B. Brown*  
CLERK.

I, Charles B. Brown, Clerk of  
the Corporation of the District  
of Burnaby do hereby certify the  
foregoing to be a true copy of a  
By-law passed by the Commissioner  
for the Corporation of the Dist-  
rict of Burnaby on the Ninteenth  
(19th) day of November, A.D. 1938.

Received the approval of  
the Lieutenant-Governor  
in Council the 23<sup>rd</sup> day  
of *November* A. D. 1938.

(Order in Council No. 1528 )

*Charles B. Brown*  
CLERK.

SCHEDULE "A"

THIS AGREEMENT made the \_\_\_\_\_ day  
of \_\_\_\_\_ 1938;

BETWEEN:

THE CORPORATION OF THE DISTRICT OF  
BURNABY, hereinafter referred to as  
"the Corporation"

OF THE FIRST PART:

AND:

BRITISH COLUMBIA ELECTRIC RAILWAY  
COMPANY LIMITED, hereinafter referred  
to as "the Company"

OF THE SECOND PART:

WHEREAS the Company has been providing a railway passenger service in the Municipality of Burnaby along 6th Street from 10th Avenue to Edmonds Street and on Edmonds Street from 6th to 12th Street (Kingsway) and thence on private right of way from 12th Street (Kingsway) to Highland Park, such service formerly connecting with the Company's street railway service in New Westminster;

AND WHEREAS the City of New Westminster requested the Company to substitute a motor bus service for street railway service in New Westminster, which request the Company complied with, and it has been found uneconomical from the Company's point of view and impractical from the point of view of serving the Public to operate the said railway service in Burnaby in conjunction with the said bus service in New Westminster; And Whereas the Company in the circumstances has proposed to the Corporation of Burnaby to substitute a motor bus service for the said railway service and operate it in conjunction with said bus ser-

vice in New Westminster, such proposed operation necessitating the improvement of certain of the streets over which such bus service is to be substituted and the Company has offered to contribute \$6250.00 towards such improvement.

NOW IS IS AGREED by and between the parties hereto as follows:

1. The Company agrees to remove, at its own expense, all its rails, ties and overhead wires and poles used exclusively in the operation of its street railway service on 6th Street and on Edmonds Street, including the intersection of Edmonds Street and 12th Street (Kingsway), so as to enable the Corporation to proceed with the improvement of the said streets to permit of operation of a motor bus service, and the Corporation agrees forthwith to commence the work of so improving the said streets and will carry on such improvements expeditiously so that they will be completed as soon as possible having regard to the season of the year in which the work is to be carried on. The Company will contribute the sum of \$6250.00 towards making such improvements, payable within 10 days after the execution of this Agreement, and upon receipt of same the Corporation agrees to expend it in making the above mentioned improvements.

2. The Company further agrees to remove six (6) feet of its tracks from its right of way South of 12th Street (Kingsway) to permit of such changes or improvements of the sidewalk on the South side of 12th Street (Kingsway) as the Council of the Corporation may desire, and will also bear the expense of the Municipality improving the intersection of Gilley Avenue and 12th Street (Kingsway) by

cutting back the South East corner thereof as may be mutually agreed upon.

3. The Company shall be at liberty to abandon its street railway service on 6th Street and Edmonds Street and its railway passenger service from Edmonds to Highland Park and will provide in lieu of such street railway service a motor bus service as more particularly hereinafter set forth.

4. Within 10 days after the work has been completed of improving 6th Street and Edmonds Street so as to make them suitable for motor bus operation, the Company will apply under the Burnaby Motor for Hire Bylaw 1919 and amendments thereto for the necessary number of licences to permit of the operation of an efficient motor bus service as hereinafter provided, and the Corporation shall grant such licences to the Company at not more than the rates set out in said bylaw for such licences. It is however understood and agreed that there will be no interruption of passenger carrying service, that immediately upon cessation of street railway service a bus service will be inaugurated and operated by the Company and that until issuance of the licences in this paragraph before mentioned, the Company shall be deemed to have and shall have full power and authority to operate all buses necessary to provide and maintain such bus service.

5. The Company will provide motor buses of modern design and having modern equipment for the operation of the service hereinafter set forth.

6. Such buses shall be operated over the following routes:

(1) 12th Street (Kingsway) route:

On 12th Street (Kingsway) from 10th Avenue to Britton Street, along Britton Street to Edmonds Street, and on Edmonds Street to

12th Street (Kingsway), thence returning by way of 12th Street (Kingsway) to 10th Avenue;

(2) 6th St. Fraser Arm Station route:

From 10th Avenue and 6th Street, along 6th Street to Edmonds Street, thence on Edmonds Street to 12th Street (Kingsway), thence West-ly along 12th Street (Kingsway) to Gilley Avenue, thence South on Gilley Avenue to the Fraser Arm Station on the Central Park interurban rail-way line of the Company;

7. PROVIDED HOWEVER that the Company will not under-  
take the operation of motor buses herein specified on 12th  
Street (Kingsway) until all proper and necessary authority  
has been granted therefor by the Department of the Government  
of the Province of B.C. having jurisdiction over such highway  
and on conditions satisfactory to the Company.

8. The Company shall during the term of the licence,  
or licences, commence to operate the buses not later than  
approximately 6 a.m. and cease to operate the buses not earlier  
than approximately 12 p.m. on each and every day except Sun-  
days and holidays when they may commence two hours later and  
they shall be operated each day in each direction at intervals  
of not more than 20 minutes, provided however that the Company  
shall be entitled to operate the said buses at shorter inter-  
vals of time and for longer periods of time each day should  
it so desire.

9. For the purpose of fixing the fares to be charged  
by the Company the said bus routes shall be divided into two  
sections, viz:

SECTION I

- (a) 12th Street (Kingsway) bus route operating  
on 12th Street (Kingsway) between 10th  
Avenue and Edmonds;
- (b) 6th St. - Edmonds bus route operating via  
6th Street and Edmonds St. between 10th  
Avenue and Edmonds.

SECTION II

Edmonds - Fraser Arm Station bus route operating on 12th Street (Kingsway) from Edmonds to Gilley Avenue and on Gilley Avenue from 12th Street (Kingsway) to the Fraser Arm Station on the Central Park interurban railway line of the Company.

10. The Company shall, subject to the provisions of Clause 12, have the right to charge and collect from every person on and after entering any of its buses for the purpose of riding any distance within the Municipality, the following sum or fare:

SECTION I

<u>Adult</u>	Cash fare 6¢ Ticket fare 6 tickets for 35¢
<u>Child</u>	Children in arms free. Children 5 years of age and under 12 years, Cash fare 5¢ Ticket fare, 10 tickets for 25¢
<u>School Children</u>	Ticket fare 10 tickets for 25¢ on presentation of Company's official Certificate. These tickets good for use only between 8 a.m. and 5 p.m. on Public school days by children 12 years of age and over.

The payment of the proper fare as above specified shall, subject to such reasonable regulations as the Company may impose, entitle the passenger paying same to a continuous trip on the bus on which fare is paid and by means of a transfer on a connecting bus within the area of Section I, bus routes. Also the payment of the proper fare referred to herein shall, subject to such reasonable regulations as the Company may impose, entitle the passenger paying same to a transfer good on the Company's buses operated in city service within the City of New Westminster or vice versa.

SECTION II

<u>Adult</u>	Cash fare 5¢
<u>Child</u>	Children in arms free. Children 5 years of age and under 12 years, Cash fare 5¢ Ticket fare, 10 tickets for 25¢
<u>School Children</u>	Ticket fare 10 tickets for 25¢ on presentation of Company's official Certificate. These tickets good for use only between 8 a.m. and 5 p.m. on public school days by children 12 years of age and over.



The payment of the proper fare as above specified shall, subject to such reasonable regulations as the Company may impose, entitle the passenger paying same to a continuous trip on the bus on which such fare is paid within the area of Section II, bus routes, and in addition in the case of a child paying a school ticket as fare as above specified shall entitle such child to receive a transfer good on bus routes operated by the Company within Section I or vice versa.

10-A. Provided however that the Purchasers of Settlers, or other, tickets shall be entitled to the same privileges on the bus routes as herein provided, as they are now enjoying on the railway lines for which bus service is to be substituted.

11. The Company shall grant free transportation on its buses as herein provided within the District of Burnaby to the Commissioner, the Reeve and Councillors of the District and to the Clerk of the Council, Treasurer, Engineer, Medical Health Officer, Firemen in Uniform and Constables of the District.

12. It is further agreed that in the event of any change in the Agreement regarding the operation of motor buses made between the Company and the Corporation of the City of New Westminster dated September 18, 1936, as regards fares to be charged any person for riding from the City of New Westminster to Sec. I as defined in Clause 9 hereof, then the fare to be charged any person riding in Sec. I or from Sec. I to the City of New Westminster shall be similarly changed. Provided however that before any change or changes in fare is or are effected, one month's previous notice in writing of any proposed change or changes shall be given to the Corporation.

13. It is understood and agreed that nothing herein contained shall alter, amend or vary the Agreement between the parties hereto dated the 28th day of April, 1913.

14. If at any time any dispute, difference or question shall arise between the parties hereto, or their respective successors or assigns, or any of them, touching the construction, meaning or effect of these presents; or any clause or thing herein contained; or respecting the rights, obligations, liabilities or privileges of the said parties respectively or their successors or assigns; then every such dispute, difference, decision, question or matter shall be referred to arbitration pursuant to the provisions hereof and pursuant to the provisions of the "Arbitration Act" of the Province of British Columbia.

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