

BY-LAW NO. 2048

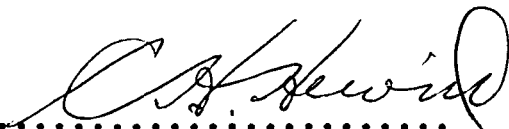
A BY-LAW of the City of North Bay to authorize the entering into an agreement with the Municipal Corporation of the Township of Widdifield for the supply of water to and the installation and use of a trunk watermain in the Township of Widdifield.

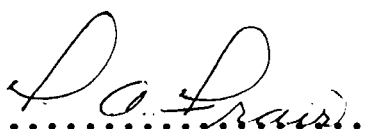
WHEREAS by authority of the Protection to Persons and Property Committee Report adopted by City Council on Monday, February 5th 1962, the terms of "Agreement" were approved.

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

1. That the Corporation of the City of North Bay enter into an Agreement with the Municipal Corporation of the Township of Widdifield for the supply of water to and the installation and use of a trunk watermain in the Township of Widdifield, which Agreement is annexed hereto as Schedule "A" and forms part of this By-law.
2. That the Mayor and Clerk execute the said Agreement marked Schedule "A" to this By-law on behalf of the Corporation of the City of North Bay and that the Clerk affix the Seal of the Corporation to the said Agreement.

READ A FIRST TIME IN OPEN COUNCIL THIS 16TH DAY OF JULY 1962.
READ A SECOND TIME IN OPEN COUNCIL THIS 16TH DAY OF JULY 1962.
RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME AND PASSED THIS 16TH DAY OF JULY 1962.


.....
MAYOR *newell*


.....
CITY CLERK

MAP TOO LARGE TO SCAN

SCHEDULE "A" TO BY-LAW NO. 2048

A G R E E M E N T made this ~~17th~~ day of July, A. D. 1962.

B E T W E E N:

THE MUNICIPAL CORPORATION OF THE CITY OF NORTH BAY
HEREINAFTER CALLED THE PARTY OF THE FIRST PART

A N D:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF
WIDDIFIELD

HEREINAFTER CALLED THE PARTY OF THE SECOND PART

WHEREAS the Party of the First Part is the owner of a water reservoir, water pipes and a municipal water system, which system runs within the City of North Bay and in part through the confines of the Township of Widdifield in the District of Nipissing.

AND WHEREAS the Party of the Second Part is desirous of purchasing water from the said Party of the First Part and is further desirous of setting up a water pipe system to service the Township of Widdifield area.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and the covenants hereinafter set out, the parties hereto agree one with the other as follows:-

1. The Party of the First Part agrees to supply to the Party of the Second Part, water under and in accordance with the following terms and conditions, so long as such is available without impairing the needs of the residents of the City of North Bay, who are the owners of the existing water system. ab
2. The Party of the Second Part shall properly connect its water main to the 24 inch water main at a point indicated by the Letter "B" on a plan attached and marked appendix "A" hereto, and the Party of the First Part shall provide the outlet at such point.
3. A water meter of a design approved by the Party of the First Part shall be installed in a meter chamber also of approved size and design by the City Engineer, all at the expense of the Party of the Second Part, at a point in the vicinity of point "C" as indicated on Plan No. 146 dated April, 1959, and prepared by Northland Engineering, and further providing such

such meter chamber shall be so located so as to give the Party of the First Part free and secured access for its workmen and employees at all times.

4. The Party of the Second Part further agrees to run its water line from said point "B" along a line to point "E" as indicated in red on plan attached hereto and marked appendix "A", and such water line shall be fully constructed and completed on or before the 31st day of December 1962, and this provision shall be of the essence of this agreement.
5. The Party of the Second Part further agrees to extend this water main as indicated in red on the plan hereto attached, to a point on Larocque Street and McKeown Avenue and further to allow the Party of the First Part, if and when the latter deems it necessary, to connect to such main and run water piping from this point to service residents of the City of North Bay in that area and within the City of North Bay.
6. When as in the next preceding paragraph such connection is made by the Party of the First Part, then a water meter of a design approved by the Party of the First Part shall be installed at the expense of the Party of the First Part at a point in the vicinity of such connection and such installation shall be made in accordance with regulations currently in effect in the City of North Bay regarding the method and cost of such installations.
7. Water shall be charged to the said Corporation of the Township of Widdifield at the rates being charged to the Party of the Second Part at the time of the signing of this agreement. Any increase in the cost to the Township of Widdifield shall not exceed a rate to be established on the basis of any pro rata increase to the water users and residents of the City of North Bay.
8. Any and every installation, construction, maintenance or other work made or done in or upon lands for which the Party of the First Part holds title or other rights by easement, right-of-way or otherwise, shall be subject to inspection, supervision and approval by the said Party of the First Part, and, if made or done by the Party of the Second Part, then any damage to existing

installations suffered as the result of such new installation, construction, maintenance or other work, shall be repaired forthwith at the expense of the Party of the Second Part.

- 9. That the Party of the Second Part shall construct at its expense, a ten inch connection with all necessary appurtenances at an agreed location in the vicinity as indicated on Plan 146-2 dated August 22nd, 1961, and prepared by Northland Engineering. That such cross-over or by-pass installation shall be installed to the specifications and with approved equipment of and under the control of the City Engineer.
- 10. That the Party of the Second Part agrees that the meter chamber to be constructed at Point "C" shall not be commenced or undertaken before the ~~15~~ day of ~~May~~ 1962 in order to allow the City Engineering Department time for investigation of post chlorination treatment.
- 11. This agreement, subject to approval by the Ontario Municipal Board, shall enure to the benefit of and be binding upon the parties hereto, their successors, and assigns, for a period of twenty years from the date of the signing of this agreement.

IN WITNESS WHEREOF the above Corporations have hereto affixed their corporate seals attested respectively by their proper officers in that behalf this ~~17th~~ day of ~~July~~ A.D. 1962.

SIGNED, SEALED AND DELIVERED
in the presence of

MUNICIPAL CORPORATION OF THE
CITY OF NORTH BAY

[Signature]
Mayor

[Signature]
City Manager

MUNICIPAL CORPORATION OF THE
TOWNSHIP OF WIDFIELD

[Signature]
 Reeve

[Signature]
 Clerk