

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2174

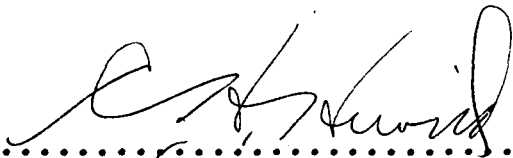
Being a by-law authorizing the execution of that certain agreement dated the 19th day of October 1964 between the Corporation of the Township of Widdifield and the Corporation of the City of North Bay respecting the construction, installation and maintenance of sewage facilities.

WHEREAS it is expedient that the Corporation of the City of North Bay enter into an agreement with the Corporation of the Township of Widdifield respecting construction, installation and maintenance of a sanitary sewer and sewage facilities upon and subject to the terms and conditions of that certain agreement dated the 19th day of October, 1964.

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

1. That the Corporation of the City of North Bay do enter into that certain agreement with the Corporation of the Township of Widdifield dated the 19th day of October, 1964 upon and subject to the terms and conditions therein set forth.
2. That the Mayor and Clerk be and they are hereby authorized and empowered to execute the said 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 19TH DAY OF OCTOBER, 1964.
READ A SECOND TIME IN OPEN COUNCIL THIS 19TH DAY OF OCTOBER, 1964
RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME AND
FINALLY PASSED THIS 19TH DAY OF OCTOBER, 1964.


.....

MAYOR


.....

CITY CLERK

THIS AGREEMENT made this 19th day of October, 1964.

B E T W E E N :

THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

hereinafter referred to as "The Township"

A N D

THE CORPORATION OF THE CITY OF NORTH BAY

hereinafter referred to as "The City"

WHEREAS the Township is proposing to construct and install sewage facilities in the Township and in the City from the City limits at Rear Street through an easement on Lot 121 Jane Street and Lot 106 Main Street, Plan 53, to the Harriet Street sanitary sewer:

AND WHEREAS that portion of the said sewage facilities to be constructed and installed in the City is as outlined in red on Schedule "A" hereto annexed.

THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree each with the other as follows:

1. The Township or its agent will construct and install an eighteen (18) inch sanitary sewer main from a point on the north westerly side of Rear Street through easements on lots 121 and 106 Plan 53 to Harriet Street, all as shown in Schedule "A" annexed hereto and forming part of this Agreement.
2. The design, plans and specifications of the said sanitary sewer shall be subject to the approval of the Engineer of the City.
3. All work performed within the limits of the City of North Bay in connection with said sanitary sewer shall be inspected by the Township Engineer or his appointee and shall be subject to the approval of the City's Engineer.
4. The sewage meter chamber shall be located within the Rear Street road allowance in a manner and location mutually agreeable to the Engineers for the Township and the City.
5. The City agrees to maintain said sewage meter and meter chamber in good working order in perpetuity, subject always to inspection by the Engineer for the Township.
6. The Township shall secure in the City's name at no cost to the City, suitable registered easements through lots 121 and 106, Registered Plan 53 in accordance with details shown in Schedule "A" hereto.
7. The area of land to be served within the Township of Widdifield, together with all other conditions applicable thereto shall be those contained in an agreement dated the 26th day of August, 1963, which Agreement was authorized by By-law 2128 of the City of North Bay and By-law 1087 of the Township of Widdifield.
8. The ownership of the said sanitary sewer and facilities in connection therewith including the said sewage meter and situate within the limits of the City of North Bay shall be vested in the City of North Bay.

9. Subject as hereinafter provided, the City shall bear the cost of and be responsible in perpetuity for the maintenance of the said sanitary sewer and facilities situate within the limits of the City of North Bay.

10. The Township shall bear the cost of and be responsible for all maintenance and repairs to the said sanitary sewer and facilities situate within the city limits as aforesaid due to or resulting from the negligence on the part of the Township, its agents, servants, employees and workmen and without limiting the generality of the foregoing, the introduction of excessive silt, debris, or other obstructions into the said sanitary sewer or any other negligent act or omission whatsoever.

IN WITNESS WHEREOF the said parties have hereunto affixed their Corporate seals attested to by the hands of their proper officers in that behalf duly authorized by by-law.

SIGNED, SEALED AND DELIVERED)
in the presence of:

THE CORPN. OF THE TOWNSHIP OF WIDDIFIELD

Donald E. King.....
Reeve

Arthur B. Amical.....
Clerk

THE CORPN. OF THE CITY OF NORTH BAY

C. A. Lewis.....
Mayor

E. E. Drumstrong.....
Clerk