

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 60-68

BEING A BY-LAW AUTHORIZING THE CORPORATION OF THE CITY OF NORTH BAY TO ENTER INTO THAT CERTAIN AGREEMENT DATED THE 15TH DAY OF JULY, 1968, BETWEEN THE CORPORATION OF THE CITY OF NORTH BAY AND THE TOWN OF CACHE BAY.

WHEREAS the Council of The Corporation of the City of North Bay deems it advisable and necessary to enter into the Agreement hereinafter referred to, upon and subject to the terms and conditions therein set forth.

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 dated the 15th day of July, 1968, between The Corporation of the City of North Bay and the Town of Cache Bay, 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 aforesaid 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 15TH DAY OF JULY, 1968
READ A SECOND TIME IN OPEN COUNCIL THIS 15TH DAY OF JULY, 1968.
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 15TH DAY OF JULY 1968.


.....
ACTING MAYOR


.....
DEPUTY CLERK

THIS AGREEMENT MADE IN TRIPLICATE this 15th day of July,
1968,

B E T W E E N

THE CORPORATION OF THE CITY OF NORTH BAY
in the District of Nipissing, in the
Province of Ontario,

hereinafter called the "City",

OF THE FIRST PART,

A N D

THE TOWN OF CACHE BAY, in the District of
Nipissing, in the Province of Ontario.

hereinafter called the "Town",

OF THE SECOND PART.

1. The City agrees to lease to the Town, and the Town hereby agrees to accept one 1941 red Chevrolet Fire Pumper Truck (without any attachments), Serial No. 1177309308, Engine No. C.2015, - 1968 Commercial Motor Vehicle Permit No. 31984C, to be used as a Fire Pumper Truck by the Town.
2. The City agrees to rent the said Fire Truck to the Town on an annual basis to be computed from the 20th day of July, 1968, subject to the terms and conditions hereinafter set forth. The Town agrees to pay to the City and the City agrees to accept an annual rental of \$25.00 for the use of the said Fire Truck, and such annual rental shall be payable in advance on or before the 20th day of July in each and every year commencing the 20th day of July, 1968.
3. The Town agrees that it will, at all times keep and maintain the said Fire Truck in a good state of repair and condition, and that it will, at the determination of the within Lease Agreement deliver the same to the City in as good a state of repair and condition as when received (reasonable wear and tear excepted).
4. The Town covenants and agrees that it will indemnify and save harmless the City from and against all liability of whatsoever kind or nature which may arise out of or result from the operation of the said Fire Truck, and for such purpose the Town agrees that it will, at all times, during the currency of this Lease Agreement, carry Public Liability and Property Damage Insurance on the said Fire Truck in an amount of \$250,000.00, and that, prior to using the

said Fire Truck, it will deliver to the City a certified copy of the necessary insurance policy in the aforesaid amount, and such insurance policy shall cover and protect the City as owner of the said Fire Truck, as well as the Town, as the Lessee of the said Fire Truck. A Renewal Certificate for the aforesaid insurance policy shall be filed with the City at least thirty (30) days prior to the expiration date set forth in the said insurance policy.

5. The Town hereby acknowledges and agrees that there have been no representations or warranties of whatsoever kind or nature made by the City relating to the said Fire Truck or which, in any way, have induced the Town to enter into the within Lease Agreement.

6. Subject as hereinafter provided, this Lease Agreement may be terminated by either party upon thirty (30) days' notice, in writing, which may be given at any time. Such notice, in writing, shall be delivered personally to or sent by pre-paid registered post to the Clerk of the City or the Clerk of the Town.

7. In the event that the Town fails to pay the annual rent on the due date, as hereinbefore set forth, and in the event that such default shall continue for a period of thirty (30) days thereafter, then this Agreement, at the option of the City, may be declared to be forthwith terminated and the City shall have the right to take immediate possession of the said Fire Truck for its own use.

8. This Agreement shall not be assignable by the Town without the written consent of the City duly authorized by By-Law in that behalf.

This Agreement shall enure to the benefit of, be binding upon the parties hereto, their successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hands of their respective signing officers being duly authorized by By-law in that behalf.

SIGNED, SEALED AND DELIVERED)

in the presence of

THE CORPORATION OF THE CITY OF
NORTH BAY

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MAYOR

G.E. Dunstony

CLERK

THE TOWN OF CACHE BAY

MAYOR

CLERK