

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 69-79

A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH THE MINISTRY OF GOVERNMENT SERVICES RESPECTING A FIRE ALARM UNIT.

WHEREAS this Council has approved of the installation of a certain fire alarm unit subject to an agreement herein described,

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

1. The Mayor and Clerk are hereby authorized to execute on behalf of the Corporation an Agreement with Her Majesty the Queen in Right of the Province of Ontario, in the form attached and marked Schedule "A".

READ A FIRST TIME IN OPEN COUNCIL THIS 23RD DAY OF APRIL, 1979.

READ A SECOND TIME IN OPEN COUNCIL THIS 7th DAY OF MAY, 1979.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 7th DAY OF MAY, 1979.

.....
MAYOR

.....
CITY CLERK

THIS AGREEMENT made this 7TH day of MAY 1979.

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Ontario, as represented by the Minister of Government Services, his officers, clerks and servants (hereinafter called the "Ministry")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF NORTH BAY (hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Ministry desires to install in the fire station in the City of North Bay a M.G.S. Fire Alarm remote monitoring unit (hereinafter referred to as the "Unit") to which electric alarm and signalling systems (hereinafter referred to as "Alarms") installed in certain Ministry premises may be connected.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained the parties hereto agree as follows:

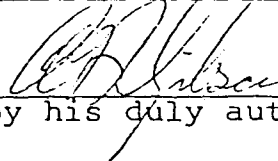
1. The City shall permit the Ministry to install the Unit in the said fire station and shall permit connections to be made to the Unit from each of the Alarms and shall permit the Ministry and its duly authorized employees and agents to enter the said fire station at all reasonable times for the purposes of installing, inspecting, repairing, replacing and removing the Unit and all connections thereto.
2. The Ministry shall maintain the Unit and all connections thereto situate in the said fire station in good operating condition and repair.
3. The Unit and equipment related thereto situate in the said fire station shall at all times remain solely and exclusively the property of the Ministry and may be removed by the Ministry on the termination of this Agreement.

4. The Ministry shall indemnify and save harmless the City from and against all actions, causes of action, claims and demands of any nature whatsoever resulting from the installation, maintenance or servicing by the Ministry of the Unit and any connections thereto.

5. This Agreement shall continue for a period of five (5) years from the date hereof and shall continue thereafter until terminated by either party hereto giving notice in writing to the other party of the termination of this Agreement.

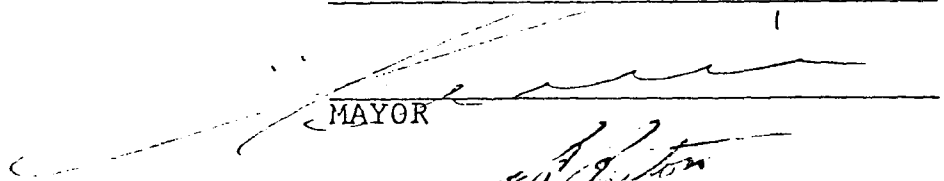
AND WITNESS THE SIGNATURE OF A DULY AUTHORIZED OFFICER OF THE MINISTER OF GOVERNMENT SERVICES

MINISTER OF GOVERNMENT SERVICES

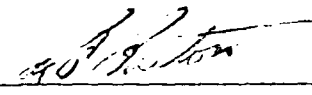

A. D. GIBSON
Regional Manager
by his duly authorized officer

AND WITNESS THE CORPORATE SEAL OF THE CITY AS ATTESTED TO BY ITS PROPER OFFICERS

THE CORPORATION OF THE CITY OF NORTH BAY



MAYOR


CLERK