

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2221

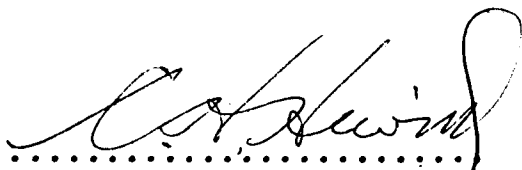
Being a by-law authorizing the execution of that certain agreement dated the 12th day of July 1965 between the Corporation of the City of North Bay and the Corporation of the Township of West Ferris respecting the supply and sale of water to the Township aforesaid.

WHEREAS it is expedient that the Corporation of the City of North Bay do enter into an agreement with the Corporation of the Township of West Ferris respecting the supply and sale of water to the Township of West Ferris upon and subject to the terms and conditions of that certain agreement dated the 12th day of July 1965.

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 West Ferris dated the 12th day of July 1965 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 JULY 1965.
READ A SECOND TIME IN OPEN COUNCIL THIS 19TH DAY OF JULY 1965.
RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 19TH DAY OF JULY 1965.


.....
MAYOR


.....
CITY CLERK

Agreement made in triplicate this 12th day of July
A.D. 1965.

B E T W E E N :

THE CORPORATION OF THE CITY OF NORTH BAY

hereinafter called "the City"

OF THE FIRST PART.

- and -

THE CORPORATION OF THE TOWNSHIP OF WEST FERRIS

hereinafter called "the Township"

OF THE SECOND PART.

WHEREAS the Township, for many years, has been supplied with water from the North Bay Water Distribution System and is still being so supplied.

AND WHEREAS the Agreements between the Parties hereto respecting the sale of water have now expired and by reason thereof it is necessary to enter into a new agreement respecting the sale of water by the City to the Township as aforesaid.

NOW THEREFORE the Parties hereto in consideration of these premises and other valuable consideration hereby mutually covenant and agree as follows:

1. The City agrees to supply the Township with a continuous flow of water at all times through all meters measuring the supply of water to the Township, subject, however, to unforeseen emergencies including breakages or failures in the North Bay Water Distribution System and all necessary repairs in consequence thereof.
2. The City agrees to use and exercise all due care and diligence to maintain its Water Distribution System in good repair and to maintain a continuity of the supply of water to the Township but the City shall not be liable to the Township for any interruption, lack of continuity as aforesaid or variation in the pressure of the water supply for or by reason of any cause or matter whatsoever.

3. The Township agrees to pay to the City for the supply of water as aforesaid the following respective monthly rates per thousand imperial gallons as recorded or established by the meters measuring the supply of water to the Township:

(a) 22¢ per thousand imperial gallons for the first 50,000 gallons supplied in each month.

(b) 20¢ per thousand imperial gallons for the next 50,000 imperial gallons supplied in each month.

(c) 17¢ per thousand imperial gallons or fraction thereof of water supplied in each month in excess of 100,000 imperial gallons as aforesaid.

4. The Meter Inspector for the City of North Bay shall read all water meters as aforesaid on the first day of each month except when the first day of a month is a Saturday, Sunday, Statutory holiday or other declared Holiday, in which case the Meter Inspector shall read the meters on the next following working day. The Meter or Water Inspector for the Township shall be entitled to be present when the water meters are read by the City Meter Inspector as aforesaid.

5. The City agrees to mail to the Township each month, by postage prepaid, a statement of account or invoice covering the supply and sale of water to the Township for the immediately preceding month. The said account or invoice shall be dated and shall be mailed on or before such date, and the Township agrees to pay to the City forthwith upon the receipt thereof the amount of such account or invoice. Provided however, that the Township shall be entitled to a discount of 10% of such monthly invoice if the same is paid on or before the discount date which shall be shown on the aforesaid account or invoice.

6. In the event that the meters or any of them should fail to record accurately or fail to record at all, the amount of water to be paid for by the Township for such period of

failure shall be based on the supply of water to the Township as recorded or established by the meter or meters so failing to record for the corresponding month of the immediately preceding year.

7. If, by reason of capital expenditures, relating to the North Bay Water Distribution System the City deems it necessary to increase the water rates payable by its resident commercial users then the water rates payable by the Township shall likewise be increased but such increase shall not become effective until the first day of March in the immediately succeeding year. The City agrees that it will promptly notify the Township of its intention to increase the water rates as aforesaid.

8. Subject as hereinbefore provided this agreement shall remain in full force and effect for a period of twenty years from the date hereof; provided however, that the parties hereto, at any time during the period of ninety (90) days immediately preceding the expiration of the within contract, may enter into a new agreement pursuant to The Public Utilities Act, R.S.O. 1960, Chapter 335, Section 11(2)(b) renewing the within contract upon the same terms and conditions as are herein contained or upon such other terms and conditions and for such period of time as may be mutually agreed upon.

9. If any dispute, difference or question shall arise between the parties hereto concerning the construction, meaning and effect of this agreement or any of the matters herein contained, then such dispute, difference or question shall be referred to a single arbitrator if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and the third to be appointed by the named arbitrators in writing, but if the arbitrators cannot agree upon the appointment of the third arbitrator then such third arbitrator shall be the Judge of the District Court of the District of Nipissing. The arbitrator or arbitrators shall proceed to hear and deter-

mine the matters in dispute and within a period of thirty (30) days from the date of the appointment of the first arbitrator he or they shall cause to be made an award and determination which shall be final and binding upon the parties hereto.

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.

THE CORPORATION OF THE CITY OF
NORTH BAY

Per

C. Stewart
Mayor

E. S. Armstrong
Clerk

THE CORPORATION OF THE TOWNSHIP
OF WEST FERRIS

Per

J. K. Campbell
Reeve

J. Mitchell
Clerk