

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2216

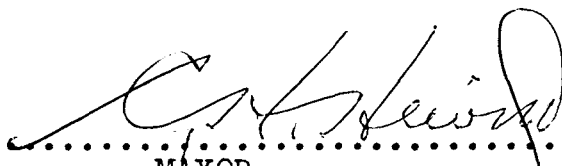
Being a by-law authorizing the execution of that certain agreement dated the 21st day of June 1965 between the Corporation of the City of North Bay and the Corporation of the Township of West Ferris respecting the construction of a 16 inch watermain including necessary appurtenances from the existing 12 inch watermain at the intersection of McIntyre and John Street in North Bay to the boundary of West Ferris at Judge Avenue east of Lakeshore Drive.

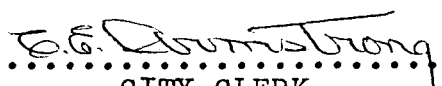
WHEREAS it is expedient that the Corporation of the City of North Bay do enter into an agreement with the Corporation of the Township of West Ferris respecting the said construction to the Township of West Ferris upon and subject to the terms and conditions of that certain agreement dated the 21st day of June 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 21st day of June 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 21ST DAY OF JUNE, 1965
READ A SECOND TIME IN OPEN COUNCIL THIS 21ST DAY OF JUNE, 1965
RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS 21ST DAY OF JUNE, 1965.

.....

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MAYOR

.....

.....
CITY CLERK

Agreement made in triplicate this 21st day of June
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 is at present being supplied with water from the North Bay Water Distribution System and which supply of water is measured by the existing 6 inch meter at the intersection of Judge Avenue and Lakeshore Drive.

AND WHEREAS the Township is desirous of obtaining an increased supply of water and has requested the City to construct a 16 inch watermain including necessary appurtenances from the existing 12 inch watermain at the intersection of McIntyre and John Streets in North Bay to the boundary of West Ferris at Judge Avenue East of Lakeshore Drive and also to construct and install the necessary meter and meter chamber to be located in the City at the Township boundary.

AND WHEREAS the Township, subject as hereinafter provided, has agreed to pay to the City the total capital expenditure of the foregoing work including interest thereon at the rate of 5 $\frac{3}{4}$ % per annum in the manner hereinafter set forth.

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 commence construction during the year 1965 and to proceed to complete the installation of the aforesaid work at the earliest possible date.
2. The Township shall have the right and privilege, at its expense, to make the necessary connections to the aforesaid watermain at points to be mutually agreed upon and such connections shall be

made under the supervision of the City Engineer.

3. The Township agrees to pay to the City the total actual capital cost of the aforesaid work including interest thereon at the rate of $5\frac{3}{4}\%$ per annum extending over a period of not more than twenty (20) years and shall be payable at the rate of 7.5 cents per thousand gallons of all water supplied to the Township as determined by all meters measuring the supply of water to the Township.

4. The aforesaid unit cost of 7.5 cents per thousand gallons shall be reviewed at the expiration of the 2nd, 5th, 10th and 15th years following the completion of the said work and the said unit cost shall be adjusted upwards or downwards dependent upon the conditions prevailing at such respective times in order to ensure that the total cost and interest as aforesaid will be fully paid within the period of twenty (20) years hereinbefore referred to.

5. The City upon prior notification to and consultation with the Township shall have the right at any time during the aforesaid period of twenty (20) years to connect to and receive water from the aforesaid watermain for its own use and purposes in which case the City agrees to install the necessary meter and meter chamber to measure or record the supply of water to the City through the aforesaid connection. The City further agrees that it will pay during the period to be computed from the date of the aforesaid connection and installation to the expiration of the twenty (20) year period hereinbefore referred to, the same unit cost per thousand gallons as will be payable by the Township during such period and such unit cost shall be adjusted upwards or downwards in accordance with paragraph 4 hereof. The aforesaid amount payable by the City shall be credited against the amount payable by the Township under this agreement.

6. 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 watermains, subject, however, to unforeseen emergencies including breakages or failure in the North Bay Water Distribution System and all necessary repairs in consequence thereof.

7. The City shall maintain and operate the work hereinbefore referred to including all meters measuring the supply of water to the Township including the existing 6 inch meter at the intersection of Judge Avenue and Lakeshore Drive.

8. It is understood by both the City and the Township that the aforesaid 16 inch watermain is being connected to an existing 12 inch watermain and if in the opinion of either the City or the Township the hydraulic or other requirement factors are such that the aforesaid 16 inch watermain should be connected to a 16 inch source of supply then it is agreed that the City shall construct and install an additional length of 16 inch watermain for the aforesaid purpose and the Township agrees to pay the capital cost thereof including interest thereon at the rate of $5\frac{3}{4}\%$ per annum upon and subject to the same terms and conditions as hereinbefore set forth. The City shall not be obligated to proceed with the said work until after the expiration of twelve months from the date of receiving notice in writing from the Township of its desire that the said work be proceeded with and likewise the Township shall be entitled to twelve months prior notice in writing of the City's intention to proceed with the said work on its own initiative. The City shall have the right to make use of the aforesaid extension for its own purposes in which case the provisions of paragraph 5 hereof shall be applicable thereto.

9. It is distinctly understood and agreed by the parties hereto that the within agreement is being entered into solely for the purpose of the construction of the work hereinbefore set forth and to provide the basis for the payment of the capital cost thereof including interest.

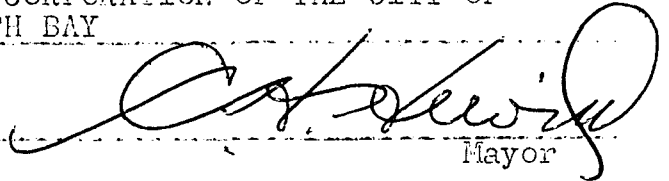
10. If any dispute, difference or question shall arise between the parties hereto concerning the construction, meaning and effect of this agreement or matters herein contained then such dispute, difference or question shall be referred to a single arbitrator if the parties agree upon one otherwise to three arbitrators, one to be appointed by each party and the third to

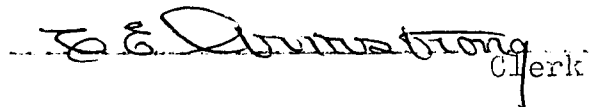
be appointed by the named arbitrators in writing but if the arbitrators cannot agree upon the appointment of the third arbitrator then such third arbitrator shall be the Judge of the District Court of the District of Nipissing. The arbitrator or arbitrators shall proceed to hear and determine the matters 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

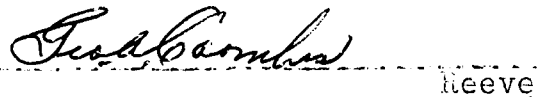
Per


Mayor


Clerk

THE CORPORATION OF THE TOWNSHIP OF
WEST FERRIS

Per


Reeve


Clerk