

THE CORPORATION OF THE CITY OF NORTH BAY
BY-LAW NO. 2218

Being a by-law authorizing the execution of that certain agreement dated the 21 day of June 1965 between the Corporation of the City of North Bay and The North Bay and District Y.M.C.A. pertaining to the operation of "The North Bay Centennial Pool" etc.

WHEREAS it is expedient that the Corporation of the City of North Bay do enter into an agreement with the North Bay and District Y.M.C.A. respecting the operation of "The North Bay Centennial Pool" and other matters 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 North Bay and District Y.M.C.A. dated the 21st day of June A.D. 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 5TH DAY OF JULY 1965.
READ A SECOND TIME IN OPEN COUNCIL THIS 5TH DAY OF JULY 1965.
RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 5TH DAY OF JULY 1965.

.....
[Handwritten Signature]
MAYOR

.....
[Handwritten Signature]
CLERK

THIS INDENTURE MADE THE 21st day of June A.D. 1965.

B E T W E E N :

THE CORPORATION OF THE CITY OF NORTH BAY
a body corporate incorporated under the laws of the Province of Ontario,

hereinafter called "THE CITY"

OF THE FIRST PART

A N D :

THE NORTH BAY AND DISTRICT Y.M.C.A.,
a body corporate incorporated under the laws of the Province of Ontario,

hereinafter called "THE Y.M.C.A."

OF THE SECOND PART

WHEREAS the City intends to construct an indoor swimming pool building near the intersection of Fraser and Chippewa Streets in the City of North Bay within the park complex known as Thomson Park at an approximate cost of \$200,000.00 pursuant to and subject to the provisions of The Confederation Centennial Act 1962-63, Chapter 19, and amendments and regulations thereto.

AND WHEREAS the Y.M.C.A. is desirous of operating the said swimming pool on behalf of the whole community and also on behalf of the members of the Y.M.C.A. as a community service.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. The City hereby agrees to construct the aforesaid indoor swimming pool building at the earliest possible date subject, however, to the City receiving grants under the aforesaid Act and regulations thereto.
2. The swimming pool building shall be known as "The North Bay Centennial Pool".
3. The location of the said swimming pool building shall be decided by the Council of the City and shall be shown outlined in green red on the plan attached hereto and marked Schedule "B" to this agreement.
4. The design and construction of the said swimming pool building shall be supervised by architects retained by the City, but all co-operation possible shall be given to the suggestions and ideas proffered by the Y.M.C.A.
5. The swimming pool building shall contain locker rooms and showers for both males and females, a functional administrative office for the Y.M.C.A. and all necessary equipment and facilities required by law.
6. Upon completion of the said swimming pool building the Y.M.C.A. shall be responsible for complete supervision, operation and maintenance as hereinafter set forth.
7. The City agrees to lease to the Y.M.C.A. the aforesaid swimming pool building and facilities for a period of 25 years at a nominal rental of \$1.00 per year, renewable for successive 25 year terms by the Y.M.C.A. upon the Y.M.C.A. giving to the City six months notice in writing immediately prior to the expiration of the said term of 25 years.

8. The Y.M.C.A. agrees to direct its best and most responsible efforts toward the operation of the said swimming pool in order that the whole community and the members of the Y.M.C.A. shall receive the most effective use and benefit therefrom. The Y.M.C.A. agrees that there shall be no discrimination by reason of race, creed, colour or religion in connection with the operation of the said swimming pool.
9. Membership in the Y.M.C.A. shall not be compulsory for public swimming time periods and such periods shall be regularly provided.
10. The Y.M.C.A. covenants and agrees to operate the said swimming pool in accordance with the most up-to-date regulations under The Public Health Act of Ontario.
11. The Y.M.C.A. agrees to operate the said swimming pool in accordance with the proposed rules and regulations attached to and forming part of this agreement and marked respectively Schedules "A-1", "A-2", "A-3" and "A-4". Provided however that the Y.M.C.A. shall be at liberty to revise the said schedules if such revision will provide better community and Y.M.C.A. use of the swimming pool facilities.
12. The Y.M.C.A. shall be entitled to make arrangements with local groups and educational authorities to provide instructional periods not conditioned upon membership in the Y.M.C.A.
13. The City shall be responsible for maintaining in proper repair and condition the said swimming pool building, heating plant, pool equipment including chlorinating units, purifiers, electrical systems, plumbing, pumping systems and temperature controls.
14. The Y.M.C.A. shall be responsible for all repairs in connection with the said swimming pool building and facilities in connection therewith caused by the neglect or negligence of the Y.M.C.A.
15. The Y.M.C.A. shall be responsible for the daily maintenance and cleaning of the said swimming pool building and facilities in connection therewith.
16. The City shall provide and pay for such fire and boiler insurance as the Council of the said City shall decide.
17. The City hereby gives to the Y.M.C.A. an exclusive option irrevocable within the time limited herein for acceptance to lease for a period of 99 years at a nominal rental of \$1.00 per year, the area of land shown outlined in red on the plan attached hereto and marked Schedule B to this agreement in order that the Y.M.C.A. may construct thereon a Y.M.C.A. building and facilities in connection therewith. The said lease agreement shall also provide that suitable parking space will be made available to the Y.M.C.A. adjacent to the land outlined in red on Schedule "B" aforesaid subject however to the prior right of the North Bay Arena Commission to use the same and also on the clear understanding that the said Commission shall have complete control and authority over such parking space.
18. The exclusive option shall be open for acceptance up to but not after the first day of February 1975 and may be accepted by a letter delivered to the Clerk of the City or mailed postage prepaid and registered, addressed to the City of North Bay, Ontario.
19. The said Y.M.C.A. building and facilities shall not be used for purposes other than those directly related to Y.M.C.A. activities and purposes without the written consent of the parties hereto.
20. The City agrees to provide the necessary sewer and water connections to the said Y.M.C.A. building.

21. The City agrees to allow and consent to suitable means of ingress and egress from the Y.M.C.A. building to the said swimming pool building.

22. The City agrees to bear the cost of the necessary land surveys.

23. The City agrees to pay to the Y.M.C.A. for operating the said swimming pool building (but only while so operating the said swimming pool building) a sufficient amount annually to pay for the taxes which may accrue due on the Y.M.C.A. building and land in connection therewith.

24. It is distinctly understood and agreed by and between the parties hereto that in the event of the Y.M.C.A. being unable to operate the said swimming pool building by reason of financial difficulties or other valid reasons, it shall immediately notify the City in writing to such effect, and in such notice the Y.M.C.A. shall advise the City of the date upon which it intends to discontinue the operation of the said swimming pool building. Upon receiving such notice the City shall have the right to take over and operate the said swimming pool building and the lease agreement covering the said swimming pool building shall be deemed to be terminated; provided, however, that in the event of the Y.M.C.A. subsequently notifying the City that it is again in a financial position to operate the said swimming pool building in accordance with the terms and provisions of this agreement and in the event of the City being satisfied with the validity and bona fides of such notice the lease agreement covering the said swimming pool building shall again become operative and in full force and effect upon such date as shall be named by the Y.M.C.A.

25. It is distinctly understood and agreed by and between the parties hereto:

(a) That the within agreement and the lease of the swimming pool building shall not be assigned nor sub-let without the written consent of the City duly authorized by By-law in that behalf and such consent may (not withstanding the provisions of Section 22 of The Landlord and Tenant Act of Ontario) be arbitrarily refused by the City in its sole and uncontrolled discretion.

(b) That the lease referred to in paragraph 17 of this agreement shall not be assigned nor sub-let without the written consent of the City duly authorized by By-law in that behalf, but such consent shall not be unreasonably or arbitrarily withheld.

26. Subject as hereinbefore provided the complete operation of the said swimming pool building shall rest solely with the Y.M.C.A.

THIS INDENTURE and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties herein have hereunto affixed their Corporate seals attested by the proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF
NORTH BAY

Per: *[Signature]*
Mayor

[Signature]
Clerk

THE NORTH BAY AND DISTRICT Y.M.C.A.

Per: *[Signature]* - Pres
[Signature] Sec

SCHEDULE OF PROPOSED RULES AND REGULATIONS
BY THE Y.M.C.A. IN THE OPERATION OF
THE CENTENNIAL SWIMMING POOL

1. Attached hereto is tentative swim schedule, explanation and membership charges.
2. The Lifeguard and/or Supervisor of the pool shall have complete authority to maintain proper order and discipline, and to suspend privileges to any person deemed guilty of persistent misconduct, disregard of safety precautions, the use of profane or improper language, or conduct deemed injurious to the moral tone of the premises.
3. Rules and Regulations to be enforced by the Y.M.C.A. shall take into consideration the need for maximum safety, and maximum care of equipment and premises.

TENTATIVE SWIM SCHEDULE - NORTH BAY POOL

TIMES	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
A.M. 9.00 - 9.30	SCHOOL SWIMMING					Juvenile Boys Free Swim	
9.30 - 10.00						Juvenile Girls Free Swim	
10.00 - 10.30						Junior Boys Free Swim	
10.30 - 11.00						Junior Girls Free Swim	
11.00 - 11.30						Int. Boys Free Swim	
11.30 - 12.00						Int. Girls Free Swim	
P.M. 12.00 - 12.30							
12.30 - 1.00	Men		Men		Men		
1.00 - 1.30 1.30 - 2.00 2.00 - 2.30	SCHOOL SWIMMING					Senior Girls and Boys Mixed Swimm	Public Swimming for Non-Members
2.30 - 3.00						Public Swimming Non-members	
3.00 - 3.30 3.30 - 4.00		Ladies Swim Instr.		Ladies Instr. & Free Swim			
4.00 - 4.30						Adults Mixed Swim Non-members	
4.30 - 5.00	Boy Minnows Instr.	Girl Minnows Instr.	Boy Polliwogs Instr.	Boys Adv. Swimming	Girl Polliwog Instr.		
5.00 - 5.30	Boy Sinkers Instr.	Girl Sinkers Instr.	Boy Tadpoles Instr.	Girls Adv. Swimming	Girl Tadpoles Instr.		
5.30 - 6.00	Int. Boys Free Swim	Int. Girls Free Swim	Int. Boys Free Swim	Int. Girls Free Swim			
6.00 - 6.30 6.30 - 7.00 7.00 - 7.30	Life Saving Class	Swim Team Practice	Jr. Scuba & Skin Diving Instr.	Life Saving Class			
7.30 - 8.15	Sr. Boys Swim	Sr. Girls Swim	Sr. Boys Swim	Sr. Girls Swim			
8.15 - 9.00	Adult Mixed Swim	Ladies Free Swim & Instr.	Men's Free Swim	Ladies Free Swim & Instr.			
9.00 - 10.00	Non-Members Permitted					Swim Leaders Instruction 6.30 - 8.00 Family Swim 8.00 - 9.00 Swim Team 9.00 - 10.00 Adult Mixed	

EXPLANATIONS OF CATEGORIES
USED IN ATTACHED SCHEDULES

Juveniles: 8 and 9 year olds
 Juniors: 10 and 11 year olds
 Intermediates: 12, 13 and 14 year olds
 Senior boys and girls: 15 years up to high school
 leaving age
 Adult: Over high school attendance age
 Sinker: Non-swimmer
 Tadpole: Can swim 20 feet, but not yet
 swimming in deep water
 Pollywog: Deep water swimmers up to 50 yds.
 (Y.M.C.A. Stars 1 and 2)
 Minnows: Deep water swimmers up to 300 yds.
 (Y.M.C.A. Stars 2 and 3)
 Advanced: Over 300 yard swimmer
 (Y.M.C.A. Stars 4 and 5 and
 Red Cross tests)

SUGGESTED MEMBERSHIP RATES

Boys and Girls	8, 9, 10 and 11 years of age ..	\$10.00 per year
	12 to High School leaving age .	12.00 per year
Ladies	15.00 per year
Men	Up to age 24 years	20.00 per year
	Over 24 years	25.00 per year

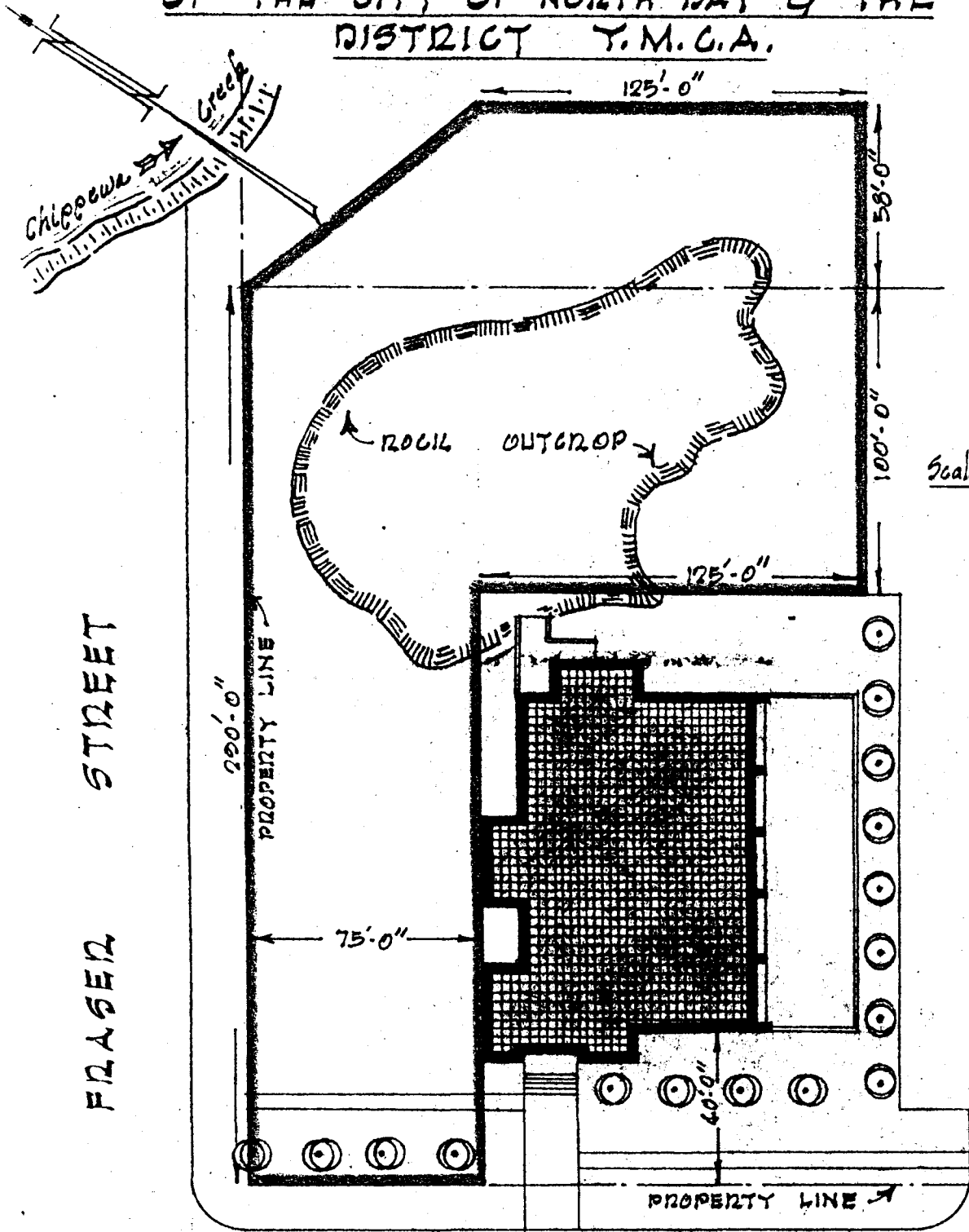
SUGGESTED INDIVIDUAL SWIM FEES

Children ... 50¢ per swim
 Adults \$1.00 per swim

NORTH BAY Y.M.C.A.
TENTATIVE SWIM SCHEDULE

MONDAY:	12.30 - 1.00 p.m.	Men's Noon Hour Swim
	4.30 - 5.00 p.m.	Minnow Boys Instruction
	5.00 - 5.30 p.m.	Sinker Boys Instruction
	5.30 - 6.00 p.m.	Intermediate Boys Free Swim
	6.00 - 7.30 p.m.	Life Saving Class
	7.30 - 8.15 p.m.	Sr. Boys Swim
	8.15 - 10.00 p.m.	Adult Mixed Swim
TUESDAY:	3.00 - 4.00 p.m.	Ladies Swim Instruction
	4.30 - 5.00 p.m.	Minnow Girls Instruction
	5.00 - 5.30 p.m.	Sinker Girls Instruction
	5.30 - 6.00 p.m.	Intermediate Girls Free Swim
	6.00 - 7.30 p.m.	Swim Team Practice
	7.30 - 8.15 p.m.	Senior Girls Swim
	8.15 - 10.00 p.m.	Ladies Swim Instruction
WEDNESDAY:	12.30 - 1.00 p.m.	Men's Noon Hour Swim
	4.30 - 5.00 p.m.	Boys Pollywogs Instruction
	5.00 - 5.30 p.m.	Boys Tadpoles Instruction
	5.30 - 6.00 p.m.	Intermediate Boys Swim
	6.00 - 7.30 p.m.	Jr. Scuba and Skin Diving Instruction
	7.30 - 8.15 p.m.	Sr. Boys Swim
	8.15 - 10.00 p.m.	Men's Free Swim
THURSDAY:	3.00 - 4.00 p.m.	Ladies Instruction and Free Swim
	4.30 - 5.00 p.m.	Boys Advanced Swimming
	5.00 - 5.30 p.m.	Girls Advanced Swimming
	5.30 - 6.00 p.m.	Intermediate Girls Free Swim
	6.00 - 7.30 p.m.	Life Saving Classes
	7.30 - 8.15 p.m.	Senior Girls Swim
	8.15 - 10.00 p.m.	Ladies Free Swim
FRIDAY:	12.30 - 1.00 p.m.	Men's Noon Swim
	4.30 - 5.00 p.m.	Girls Pollywog Instruction
	5.00 - 5.30 p.m.	Girls Tadpoles Instruction
	5.30 - 6.30 p.m.	Swim Leaders Class
	6.30 - 8.00 p.m.	Family Swim
	8.00 - 9.00 p.m.	Swim Team
	9.00 - 10.00 p.m.	Adult Mixed Swim
SATURDAY:	9.00 - 9.30 a.m.	Juvenile Boys Free Swim
	9.30 - 10.00 a.m.	Juvenile Girls Free Swim
	10.00 - 10.30 a.m.	Junior Boys Free Swim
	10.30 - 11.00 a.m.	Junior Girls Free Swim
	11.00 - 11.30 a.m.	Intermediate Boys Free Swim
	11.30 - 12.00 a.m.	Intermediate Girls Free Swim
	12.00 - 1.00 p.m.	Leaders Swim Class
	1.00 - 2.30 p.m.	Sr. Boys and Girls Mixed Swim
	2.30 - 4.00 p.m.	Public Swimming for Non-Members
	4.00 - 5.00 p.m.	Adult Mixed Swim
	5.00 - 9.00 p.m.	Reserved for Group Swim Parties such as Scouts, Guides, Church Groups, etc.
SUNDAY:	2.00 - 4.30 p.m.	Public Swimming for Non-Members

PLOT PLAN TO ACCOMPANY SCHEDULE "B"
AGREEMENT BETWEEN THE CORPORATION
OF THE CITY OF NORTH BAY & THE
DISTRICT Y.M.C.A.



Scale = 1" = 50'

DATED THIS _____ DAY OF _____ 1965

FRASER STREET

CHIPPEWA STREET