

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 54-68

Being a by-law authorizing the execution of that certain Agreement dated as of the 8th day of June, 1968 relating to the Agreement of a concession to manage and operate a refreshment booth in Champlain Park upon and subject to the terms and conditions set forth in the said Agreement.

WHEREAS the Council of The Corporation of the City of North Bay deems it advisable to enter into the above described Agreement 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 as of the 8th day of June, 1968 between the Corporation of the city of North Bay of the First Part and F.A. Allaert therein called the "Concession Manager" of the Second Part upon and subject to the terms and conditions therein set forth.

2. That the Mayor and Clerk be and they are hereby authorized 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 8th DAY OF JULY, 1968.

READ A SECOND TIME IN OPEN COUNCIL THIS 8th DAY OF JULY, 1968.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED ^ THIS 8th DAY OF JULY, 1968.

.....
MAYOR

..... *E. E. Dumas*
CLERK

THIS AGREEMENT IN TRIPLICATE as of this 8th day of June, 1968.

B E T W E E N:

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

hereinafter called the "CITY",

OF THE FIRST PART,

A N D

THE UNDERSIGNED CONCESSION MANAGER
of the City of North Bay, in the District of
Nipissing,

hereinafter called the "Concession Manager,"

OF THE SECOND PART.

WHEREAS the City has constructed a refreshment booth in Champlain Park, in the City of North Bay, for the purpose of selling only soft drinks, hot dogs, ice cream, chocolate bars, peanuts, cigarettes, potato chips, confectionery and other refreshments customarily sold to the public at baseball games and other sporting events.

AND WHEREAS the Concession Manager has agreed to manage and operate the aforesaid refreshment booth, as a part-time employee of the City, upon and subject to the terms and conditions contained in this agreement.

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

1. Subject as hereinafter provided, the City hereby agrees to employ the Concession Manager as a temporary or part-time employee at the rate of \$1.25 per hour, to manage and operate the aforesaid refreshment booth under the direct supervision and control of, and in accordance with, the Department of Parks and Recreation's directions.
2. The days and hours of such days that the aforesaid booth shall be kept open shall be established by the Department of Parks and Recreation, and the aforesaid rate of \$1.25 per hour shall be payable for such hours of such days as so established.
3. The City, acting through the Department of Parks and Recreation, shall purchase and supply to the Concession Manager all refreshments and other merchandise to be sold at the aforesaid booth, and the prices of all such refreshments and merchandise shall be set and established by the Department of Parks and Recreation aforesaid.
4. All refreshments and merchandise, as aforesaid, shall be sold only at the counter of the refreshment booth and the hawking or peddling of refreshments of merchandise as aforesaid in Champlain Park, except at the refreshment booth aforesaid, is hereby prohibited.
5. Subject to the approval of the Department of Parks and Recreation, aforesaid, the Concession Manager may hire casual or temporary help to assist the Concession Manager at such refreshment booth, and such casual or temporary help shall be deemed to be part-time employees of the City and shall be paid at the rate of \$.90 per hour.
6. The Concession Manager shall immediately deposit the proceeds of all sales of refreshments and merchandise at the refreshment booth in a cash register to be supplied by the City, and all cash register sales slips, together with the cash corresponding to the total of such sales slips, shall be turned in daily to the Department of Parks and Recreation, which, in turn, shall deliver the same to the Treasurer of the City. In addition thereto the Concession Manager shall keep accurate daily sales records and inventory records.

7. The Department of Parks and Recreation shall also keep accurate, accounting books showing all daily sales at the aforesaid refreshment booth, as well as an inventory showing the cost of refreshments and merchandise supplied to such Concession Manager.
8. The City, through its Department of Parks and Recreation, agrees to supply to the Concession Manager the following equipment:
 - (a) One 2-compartment deep fry
 - (b) One soft drink dispenser (leased)
 - (c) One grill
 - (d) One pronto-pup machine
 - (e) One soft custard machine (leased)
 - (f) Cash Register
9. Subject as hereinafter provided, the City agrees to bear the cost of the maintenance of the aforesaid equipment.
10. If the aforesaid equipment or any of it is lost, stolen or damaged by reason of the negligence of the Concession Manager or casual help hired by the Concession Manager, as aforesaid, then the Concession Manager shall be fully responsible for the loss of such equipment or any part thereof or the cost of the necessary repairs resulting from such damages aforesaid.
11. No intoxicating, alcoholic or fermented ale, wine, liquor or beer shall be sold or dispensed at the concession booth or consumed therein.
12. The Concession Manager shall, at all times, keep and maintain the refreshment booth in a clean and sanitary condition, and he shall, at all times, comply with all applicable statutory provisions of the Public Health Act and Regulations thereunder, as well as all applicable provisions of any By-law of the City relating to the storage and keeping for sale of food stuffs. All garbage, waste material, tainted or spoiled food stuffs and rubbish shall be promptly deposited in tight-fitting garbage containers.
13. No soft drinks or other refreshments shall be sold in glass containers or bottles.
14. The Concession Manager shall promptly comply with all regulations and directions of the Department of Parks and Recreation.
15. It is agreed between the parties hereto that the net profit resulting from the operation of the aforesaid concession booth, as ascertained and determined by the City Treasurer, shall be apportioned as follows:
 - (a) The first \$550.00 of net profit shall be the property of and be retained by the City;
 - (b) The next \$500.00 of net profit shall be divided equally between the City and the Concession Manager;
 - (c) 70% of the net profit in excess of \$1,050.00 shall be the property of and shall be retained by the City, and the remaining 30% shall be the property and be retained by the Concession Manager.
16. It is understood and agreed by and between the parties hereto that the share of profits paid to the City, as aforesaid, shall be deemed to be rental for the refreshment booth covering the period of its operation under this Agreement.
17. In the event that the Concession Manager fails to carry out the terms and provisions of this Agreement in a manner satisfactory to the Department of Parks and Recreation or the City, the City shall have the right to terminate the same forthwith.

- 18. Subject to the foregoing, the within Agreement shall be deemed to commence on the 1st day of June, 1968, and shall continue until the 15th day of September, 1968, unless extended for a further period by mutual agreement entered into between the parties hereto.
- 19. This Agreement shall not be assignable by the Concession Manager without the written consent of the City duly authorized by by-law in that behalf.
- 20. Subject to the foregoing this Agreement shall enure to the benefit of and be binding upon the City, its successors and assigns, and shall enure to the benefit of and be binding upon the Concession Manager, his heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF The Corporation of the City of North Bay has hereunto affixed its corporate seal under the hands of its proper signing officers being duly authorized by by-law in that behalf;

AND IN WITNESS WHEREOF the Concession Manager has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED

in the present of

"Ivan M. Kersell"
Deputy Director

) THE CORPORATION OF THE CITY OF
NORTH BAY

) "M.E. Dickerson"
MAYOR

) " R.F. Barton"
Deputy Clerk

) "F.A. Allaert"
Concession Manager

) 1211 Premier Rd. North Bay, Ont.
Street Address