

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 17-1348

Being a by-law to ratify the execution of an indenture by the Mayor and CAO with the Bank of Nova Scotia for the purpose of financing the purchase of a 2018 Freightliner Truck.

WHEREAS under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

AND WHEREAS the Council of the Municipality of Temagami passed Resolution 16-562 on the 3rd day of November, 2016 to authorize the purchase of a Plow/Sander Combination Unit at and upset limit of \$250,000 plus HST and to borrow to finance the purchase; and Resolution 17-014 on the 12th day of January, 2017 to authorize the equipment revolving line of credit of \$800,000 and a term loan with floating rate under the equipment line for the plow/sander truck;

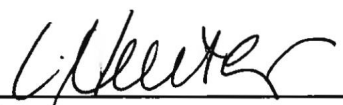
AND WHEREAS Council by Resolution 17-014 authorized and directed the Mayor and CAO to execute the necessary documents and directed staff to bring a borrowing by-law;


NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That Council hereby ratifies the Agreement attached hereto as Schedule "A" and forming part of this bylaw, in the amount of \$282,064.95 plus interest at prime to finance the purchase of a 2018 Freightliner Plow/Sander Truck, Model 114SD. VIN: 1FVHG3DV7JHJL4985, as signed by the Mayor and the Chief Administrative Officer, as authorized and directed by Resolution 17-014 on the 12th day of January 2017.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

TAKEN AS READ A FIRST time on this 8th day of June 2017;

READ A SECOND AND THIRD time and finally passed this 8th day of June 2017.



Mayor


Clerk

THE BANK OF NOVA SCOTIA

(ONTARIO)

THIS INDENTURE made the 1st day of

June 2017

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI,
HEREIN CALLED THE "MORTGAGOR"

7 LAKESHORE RD E

TEMAGAMI ON PQH 2H0,
(FULL ADDRESS)

- and -

THE BANK OF NOVA SCOTIA

BUSINESS SERVICE CENTRE, Branch

4715 TAHOE BOULEVARD,
(FULL ADDRESS)

MISSISSAUGA ON L4W0B4,
HEREIN CALLED THE "MORTGAGEE"

WITNESSETH that the Mortgagor for and in consideration of \$282,084.95 paid to him by the Mortgagee at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) hereby grants, bargains and sells to the Mortgagee the following goods and chattels (herein called the "Property"):

Year 2018 Make Freightliner Model 114SD. VIN: 1FVHG3DV7JHJL4985

TO HAVE AND TO HOLD the Property unto the Mortgagee, Its successors and assigns, to its and their sole use forever.

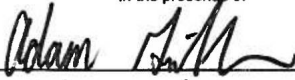

PROVIDED always that these presents are upon this express condition that if the Mortgagor pays or causes to be paid to the Mortgagee at its above-named Branch on demand the principal amount of \$282,084.95 with interest at the rate of P+0 %, per annum or such other rate as the Mortgagee may from time to time stipulate, (herein called the "Loan"), and all amounts charged to the Mortgagor hereunder then these presents and every matter and thing herein contained shall cease, determine and be utterly void, anything herein contained notwithstanding.

AND IT IS AGREED as follows that:

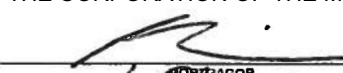

1. The Property shall include all attachments, accessories, repair parts and other equipment placed on the goods and chattels referred to above.
2. The Mortgagor shall keep the Property in first-class order and repair and shall, at the Mortgagor's expense, replace all worn, broken or defective parts, and shall allow the Mortgagee or its representative free access to the Property at all times to inspect the same. If the Mortgagor fails to pay for any repairs to the Property, the Mortgagee may pay the amount owing and charge the amount so paid to the Mortgagor.
3. The Mortgagor shall not, without the prior written consent of the Mortgagee, use the Property for hire or part with the possession or control of the Property or sell or transfer any interest in the Property or remove or cause or permit the Property to be removed longer than thirty days from the county or district in which the said Property is situate at the date of the execution of this Mortgage.
4. The Mortgagor warrants that the Property is free and clear of all liens and encumbrances. The Mortgagor shall continue to keep the Property free and clear of all liens and encumbrances and shall at all times use the Property strictly in accordance with all statutes, by-laws and regulations from time to time in force, if any lien or encumbrance is placed or acquired against the Property, the Mortgagee may pay off the same and charge the amount thereof with all costs and expenses incidental thereto to the Mortgagor.
5. The Mortgagor shall keep the Property insured against the hazards of fire, theft and, for a motor vehicle, collision (with deductible), in an amount satisfactory to the Mortgagee, the loss, if any, to be payable to the Mortgagee or assigns as its or their interest may appear, and hereby assigns to the Mortgagee the right to receive the proceeds of all insurance now covering the Property. If the Mortgagor fails to keep the Property insured as aforesaid, the Mortgagee may so insure the Property and charge the amount of the premium therefor to the Mortgagor. The proceeds of any insurance on the Property shall, at the option of the Mortgagee, be applied toward the replacement of the Property or toward the payment of the Loan and all amounts charged to the Mortgagor hereunder.
6. All amounts paid by the Mortgagee and charged to the Mortgagor hereunder shall be payable by the Mortgagor upon demand at the aforementioned Branch of the Mortgagee.
If the Mortgagor fails to pay the Loan or any amount charged to the Mortgagor hereunder or fails to comply with any other term or condition of this Chattel Mortgage or if a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Mortgagor or if any execution or attachment is levied against the Property or if the Mortgagee in good faith believes that the ability of the Mortgagor to pay the Loan or any amount charged to the Mortgagee hereunder or to perform any condition hereof is impaired, or that the Property is in danger of being lost, damaged or confiscated, the Mortgagee may take immediate possession of the Property and for this purpose may enter upon any premises where the Property may be and remove the Property therefrom. Thereupon the Mortgagee may, with or without notice to the Mortgagor, sell the property at a public or private sale at which the Mortgagee may be a purchaser. The Mortgagee may make repairs to the Property so seized. The proceeds of any such sale, less all expenses incurred by the Mortgagee in seizing and selling the Property, including the cost of any repairs made to the Property and solicitors' fees, shall be applied to the payment of the Loan and all amounts charged to the Mortgagor hereunder and the Mortgagor shall be paid the surplus, if any, or the Mortgagor shall pay to the Mortgagee the deficiency, if any.
8. This Agreement shall entire to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF these presents have been executed under seal on the date first above mentioned.

SIGNED, SEALED AND DELIVERED
in the presence of

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

 [SEAL]
MORTGAGOR
 [SEAL]
MORTGAGOR



DEMAND NOTE

\$ 282,064.95

Date JUN

1st 2017

For value received, the undersigned, jointly and severally (if more than one), promise(s) to pay on demand to the order of
THE BANK OF NOVA SCOTIA at its BUSINESS SERVICE CENTRE-----
the sum of TWO HUNDRED EIGHTY TWO THOUSAND SIXTY FOUR-----95/XX Dollars
with interest calculated on a daily basis and payable as well after as before demand of payment
and/or judgment, and interest on overdue interest. Rate of interest as follows:

- ☐ FIXED RATE - at the rate of 0% per annum.
- ☐ FLOATING RATE - at the rate per annum equal to the prime lending
rate of The Bank of Nova Scotia from time to time
PLUS 0% per annum (at the date of this note the prime
lending rate of The Bank of Nova Scotia at 2.7% per annum)

Account Loan Number 478860002048

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

SIGNATURE

SIGNATURE



Freightliner North Bay, 930098 Ontario Ltd.
40 Commerce Crescent, North Bay, ON P1A 0B4
VEHICLE PURCHASE AGREEMENT ■ BILL OF SALE



H S T N O R 127574192

DEALER REG. 04416178

DLR CODE. LRCD

In this vehicle purchase Agreement (Agreement), "Purchaser", "you", and "your" mean the Purchaser. "Dealer", "We", "Us", and "Our" mean the Dealer.

I, the Purchaser, agree to purchase the following vehicle from you, the Dealer, on the terms set out in this Agreement including the vehicle information document which forms part of this Agreement

PURCHASER DETAILS			
PURCHASERS NAME THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI		DATE OF SALE APRIL 21, 2017	
ADDRESS 7 LAKESHORE DRIVE	CITY TEMAGAMI	PROVINCE ON	POSTAL CODE POH 2H0
EMAIL finance@temaRami.ca	PHONE 705-569-3421		CELL
DRIVERS LICENSE/R.I.N.	EXPIRY DATE	INSURANCE CO.	POLICY
VEHICLE INFORMATION			
STOCK NO. 17236 YEAR 2018	MAKE FREIGHTLINER MODEL 114SD	GVWR 30844 KG COLOUR RED	
ENGINE/MODEL DD13 470HP	TRANSMISSION ALLISON 4500RDS	BODY STYLE SNOWPLOW	
V.I.N. 1FVHG3DV7JHJL4985	ODOMETER 1,710	DELIVERY DATE	PURCHASER INITIALS
IF MANUFACTURER WARRANTY IS APPLICABLE, TIME MEASURED FROM: APPROVED IN-SERVICE DATE AFTER BODY INSTALL			
BASIC VEHICLE PRICE	\$ 144,333.00	TOTAL SALE PRICE ALL UNITS	\$ 249,615.00
OPTIONS & EXTRA EQUIPMENT		QUANTITY OF UNITS SOLD 1	
GINCOR INSTALLED EQUIPMENT AS PER TENDER	\$ 105,282.00	Multiple unit schedule attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		ADDITIONAL EQUIPMENT OR INVOICES	
TOWING/ROADSIDE COVERAGE 1 YR / UNLIMITED KMS	\$ -	TOTAL TRADE-IN ALLOWANCE	
		Multiple trade-in schedule attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
SERVICE PLAN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		TOTAL SALE LESS TRADE-IN ALLOWANCE	\$ 249,615.00
PRE-DELIVERY EXPENSES		13% H.S.T. ON TOTAL SALE LESS TRADE-IN	\$ 32,449.95
FEDERAL A/C TAX		LICENSING FEES (PLATES/TRANSFER)	
ONTARIO TIRE STEWARDSHIP FEE		ADDITIONAL FUEL (INCLUDES H.S.T.)	
ADMINISTRATION FEES		TOTAL PAYOUT ON LIENS AGAINST TRADE-IN(S)	
TOTAL VEHICLE PRICE	\$ 249,615.00	TOTAL PURCHASE PRICE	\$ 282,064.95
TERMS: Customer has received the vehicle information required under the Motor Vehicle Dealers Act 2002. Customer has received the financing disclosure statement from the lending institution. By signing this contract you consent to the Dealer contacting you in the future and the sharing of information with associated businesses so that you may receive timely information about their services. You may withdraw your consent in writing at any time. CUSTOMER INITIALS _____		DEPOSITS RECEIVED	
		AMOUNT FINANCED (ON LENDERS APPROVAL)	
		TOTAL DUE ON DELIVERY	\$ 282,064.95
TRADE-IN RECORD		ACCEPTANCE OF TERMS	
YEAR/MAKE/MODEL		This offer is not binding unless accepted by the Dealer. You acknowledge having read all the terms of the Agreement including those on any attached documents. You understand that all these terms make up the entire Agreement.	
COLOUR	ODOMETER		
V.I.N.			
IS THERE A LIEN AGAINST THIS VEHICLE?		NAME OF SALES MANAGER DARIN ROY	
LIEN HOLDER	AMOUNT OWED	Signature _____	X. REG NO HI PR924
REMARKS/DETAILS		NAME OF SALESPERSON	
		Signature _____	REG. NO.
TERMS OF FINANCING		ALL SALES FINAL. Please review the entire Agreement including all attached statements, before signing. This contract is final and binding once you have signed it unless the Dealer has failed to comply with certain legal obligations. No other promises or terms have been made to me that are not part of this Agreement.	
PRINCIPAL AMOUNT		DATE May 8/17	
LIFE INSURANCE (IF REQUESTED)		PURCHASER'S SIGNATURE X <i>Bong T. ...</i>	
ACCIDENT & HEALTH INSURANCE (IF REQUESTED)		CO-SIGNOR'S NAME	
H.S.T. ON TOTAL INSURANCE		CO-SIGNOR'S SIGNATURE X	
CONTRACT REGISTRATION FEE			
TOTAL TO BE FINANCED			
TERM	INTEREST RATE		
	% ANNUM		
COST OF BORROWING			
TIME BALANCE (FINANCE TOTAL AND COST)			
Will the Dealer or Salesperson receive any incentive for the financing of this vehicle? _____		TEMAGAMI TENDER# PW-RFP003-2016 PURCHASE ORDER# 97, DATED JAN 9, 2017	



Freightliner North Bay

930098 Ontario Ltd. GST R127574192
40 Commerce Crescent, North Bay ON, PIA 0B4
Dealer code: LRCD

800-332-1136

705-476-0516 PHONE
705-476-3164 FAX

BILL TO: MUN100
MUNICIPALITY OF TEMAGAMI
P.O. BOX 220
TEMAGAMI ON P0H 2H0
Ph. (705) 569-3421

SHIP TO:
MUNICIPALITY OF TEMAGAMI
P.O. BOX 220
TEMAGAMI ON P0H 2H0
Ph. (705) 569-3421

INVOICE DATE	INVOICE NO.
2017-04-27	0000227263
VEHICLE DATE IN	REPAIR ORDER
2017-04-27	0000015647
P.O. NUMBER	BILLING TERMS
97	NET 30 DAYS

UNIT NUMBER: 17236	VEHICLE TYPE: 2018 FREIGHTLINER 114SD	ODOMETER: 1,710 KMS
VIN NUMBER: 1FVHG3DV7JHJL4985	ENGINE: 472909S0277141	LICENCE: AS34702
		COLOUR: RED

B.O.	ORD.	SHIP.	PART NUMBER	DESCRIPTION	TAX	UNIT PRICE	EXTENDED
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1.0	1.0 TRUCK	2018 FREIGHTLINER 1 USD SNOW PLOW H	249,615.00	249,615.00
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DETAILS ON BILL OF SALE

RE TENDER: PW-RFP003-2016

APPROVED BY	BT
CHEQUE#	
CHEQUE DATE	
GLACCT.	90-310-1367

NET AMOUNT 249,615.00



Page 1 of 1

HST NO. 127574192RT0001

QUESTIONS REGARDING SERVICE? CONTACT US

service@freightlinernb.com - parts@freightlinernb.com

HST 32,449.95

ALL RETURN MERCHANDISE SUBJECT TO A 20% HANDLING CHARGE. SPECIAL ORDER PARTS MAY ONLY BE RETURNED WITHIN 15 DAYS PROVIDING THEY ARE ACCEPTABLE FOR RETURN. OTHER STOCKING PARTS MAY BE RETURNED WITHIN 30 DAYS. ELECTRICAL COMPONENTS ARE NOT RETURNABLE UNLESS IN ORIGINAL UNOPENED PACKAGE. NO MERCHANDISE MAY BE RETURNED FOR CREDIT WITHOUT PROPER AUTHORITY AND COPY OF ORIGINAL INVOICE. CREDIT FOR RETURNED CORES WILL BE ISSUED ONLY ON REBUILDABLE CORES RETURNED WITHIN 15 DAYS.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSE TESTING, INSPECTION, OR DELIVERY AT MY RISK AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS HERETO. YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OF DAMAGE TO VEHICLE OR ARTIFACTS LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

TOTAL DUE 282,064.95 ft

CUSTOMER SIGNATURE