

RURAL MUNICIPALITY OF DUFFERIN

By-Law No. 1622

Being a by-law of the Rural Municipality of Dufferin authorizing the purchase of personal property.

**WHEREAS** Section 204 of the Municipal Act provides, in part, as follows:

"204(1) Subject to subsection (2), a municipality may by resolution acquire by lease, purchase, gift or otherwise any personal property deemed necessary and in the best interest of a municipality;

204(2) A municipality shall not enter into a lease of personal property that includes an option to purchase ... where the total consideration payable by the municipality under the lease ... exceeds \$5,000.00, unless a by-lw authorizing the lease or agreement has been approved by the Minister in writing."

**AND WHEREAS** the personal property described herein is found to be necessary and in the best interests of the Rural Municipality of Dufferin;

**AND WHEREAS** THE Rural Municipality of Dufferin has agreed to purchase personal property described as:

John Deere 752 Hoe Drill, Serial Number N00750X001978

from John Deere Ltd. for a total cost of \$39,889.00 (including financing) and payable as follows:

Six equal payments of \$4,514.95 including the cost of financing, due and payable as follows:

April, 1991 - \$4,514.95  
November, 1991 - \$4,514.95  
May, 1992 - \$4,514.95  
November, 1992 - \$4,514.95  
May, 1993 - \$4,514.95  
November, 1993 - \$4,514.95

with a residual payout of \$12,800.00 due on April 16, 1994.

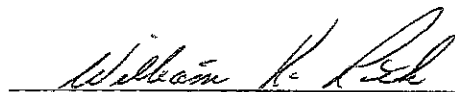
**NOW THEREFORE** the Council of the Rural Municipality of Dufferin in open session assembled, enacts as follows:

1. That the Hoe Drill as described above be purchased by the Rural Municipality of Dufferin, and
2. That the Hoe Drill be purchased from John Deere Ltd. and at the terms listed above, be hereby accepted by the Minister, by written order.

**PASSED AND ENACTED** by The Rural Municipality of Dufferin, in Council, duly assembled, this 4th day of February A.D. 1992.

APPROVED.....  
Advisory and Financial Services

MAR 18 1992

  
Reeve

  
Secretary-Treasurer

Read a first time this 4th day of February A.D., 1992.

Read a second time this 4th day of February A.D., 1992.

Read a third time this 4th day of February A.D., 1992.

CO-LESSEE OR CONTACT / COLOCATAIRE OU CONTACT <b>WOOD R E</b>
<b>CARR R GLEN</b>

START / DATE DE DEBUT	END / ÉCHÉANCE	ACCOUNT NUMBER / NUMÉRO DE COMPTE
12 1310 16 APR 91	15 APR 94	730034880 LAO

Your Lease Agreement described herein has been accepted by John Deere Limited as submitted by your John Deere Dealer and has been assigned the Account Number shown above. Votre Contrat de bail indiqué par la présente a été accepté par John Deere Limitée tel que soumis par votre concessionnaire John Deere et porte le numéro de compte indiqué ci-dessus.

G.S.T. T.P.S. 102685716

Please make all payments and inquiries to:  
Adressez tous vos paiements et demandes de renseignements directement à:

LESSEE / LOCATAIRE

JOHN DEERE LIMITED / JOHN DEERE Limitée

**DUFFERIN SOIL & WATER PROJECT**  
BOX 100  
CARMAN MB R0G 0J0

**JOHN DEERE LIMITED**  
BOX 1000 295 HUNTER RD  
GRIMSBY ON L3M 4H5

TEL 403-423-3123

**EQUIPMENT / MATÉRIEL**

LOCATION (CITY) / EMPLACEMENT (VILLE)		(COUNTY) / (COMTE)		(PROV)
CARMAN				MB
QTY / QTE	MFR. / FABR.	MODEL / MODELE	DESCRIPTION	SERIAL NUMBER / NUMÉRO DE SÉRIE
1	JD	752	DRIL	1978

**PAYMENTS / PAIEMENTS SEMI-ANNUAL**

DUE / ÉCHÉANCE				DUE / ÉCHÉANCE				DUE / ÉCHÉANCE			
NO.	MO/MOIS	YEAR/AN	AMOUNT / MONTANT	NO.	MO/MOIS	YEAR/AN	AMOUNT / MONTANT	NO.	MO/MOIS	YEAR/AN	AMOUNT / MONTANT
1	04	91	451495								
1	11	91	451495								
1	05	92	451495								
1	11	92	451495								
1	05	93	451495								
1	11	93	451495								

G.S.T. AND P.S.T. INCLUDED WHERE APPLICABLE. RATE SUBJECT TO LEGISLATION AT TIME OF PAY.  
T.P.S. ET T.P.V. INCLUSES SI APPLICABLES. TAUX SUJET A LA LEGISLATION EN VIGUEUR AU MOMENT DU VERSEMENT.

**ADVICE OF PHYSICAL DAMAGE INSURANCE**

Underwritten by  
JOHN DEERE INSURANCE COMPANY OF CANADA  
Head Office: Grimsby, Ontario

This is to advise that John Deere Limited (Deere), at its own expense, has purchased a policy providing physical damage insurance on the property leased under the DRV Lease identified above. This advice is not a contract of insurance and the rights of all parties are governed solely by the policy. A brief summary of such insurance follows:

**TERM OF INSURANCE:** The insurance is in effect from the effective date of the Lease. This insurance coverage shall terminate without notice as soon as any one of the following events occur: the Lease expires or terminates; Deere's security interest in the Property Insured terminates; there is a default in payment of the Lease and Deere discontinues insurance premium payments; the Property Insured is repossessed by Deere; a judgment is entered on the Lease; or the policy under which Deere has purchased the insurance is terminated.

**COVERAGE:** This insurance covers risk of direct physical loss or damage to the Property Insured, subject to the exclusions and other provisions noted herein and in the policy.

**EXCLUSIONS:** This insurance does not apply to loss or damage or expense caused by or resulting from:

- (1) Unexplained or mysterious disappearance;
- (2) Defective materials or workmanship in repairing, adjusting, servicing or maintenance operations unless fire, explosion, collision or upset ensues and then only for such ensuing loss or damage;
- (3) Wear and tear (including hazards of normal operation), gradual deterioration, corrosion or rust, latent defect, mechanical breakdown, or inherent vice, mold, insects or vermin unless loss by fire, explosion, collision or upset ensues and then only for such ensuing loss or damage;
- (4) Rain, sleet, snow, freezing or extremes of temperature except when loss or damage occurs from such causes while the Property Insured is in transit by a carrier for hire;
- (5) Fraud, misappropriation, secretion, conversion, infidelity or any willful, illegal or dishonest act or omission done by or at the instigation of the Lessee, his employees or agents or any persons to whom the Property Insured may be entrusted except carriers for hire;
- (6) Damage to tires or tubes unless loss or damage is caused by fire, windstorm or theft or is coincident with other loss or damage insured;
- (7) Unauthorized modification to any electrical or mechanical system of the Property Insured;
- (8) Failure of Lessee, his employees, agents or any persons to whom the Property Insured may be entrusted to properly maintain any fire suppression system installed on the Property Insured;
- (9) Hostile or warlike action in time of peace or war, insurrection, or nuclear reaction or radiation.

**DEDUCTIBLE:** Each separate occurrence of loss or damage however caused to Property Insured under the Lease shall be subject to the following deductibles: (1) Industrial Products \$1,000; (2) Agricultural Products \$500; (3) Consumer Products \$250.

**ADJUSTMENT OF LOSS:** Damage shall be ascertained at the time of loss and the Insurer's liability shall be determined as follows:

**Monthly Lease:** (1) In the event of partial loss, the cost to repair the Property Insured; (2) In the event of total

loss, an amount equal to the Termination Value (as set forth in the Schedule of Termination Values in the subject lease) plus the "unapplied portion of the value of the used equipment, if any, accepted in exchange at the time the lease was executed". The "unapplied portion of the value of used equipment" shall be determined by multiplying the original exchange value by a fraction equal to the number of full months remaining of the lease term as numerator and the number of full months of the original lease term as denominator.

**Seasonal/Other Lease:** (1) In the event of partial loss, the cost to repair the Property Insured; (2) In the event of total loss, an amount equal to the Termination Value (as set forth in the Schedule of Termination Values in the subject lease), plus (a) The "unapplied portion of the most recent lease payment made" and (b) The "unapplied portion of the value of the used equipment, if any, accepted in exchange at the time the lease was executed". As used herein, the "unapplied portion of the most recent lease payment made" means that portion of the most recent advance lease payment made for which Lessee did not receive use of the machine because of the total loss. The "unapplied portion of the value of the used equipment" shall be determined by multiplying the exchange value by a fraction equal to the number of complete use seasons, plus the major portion of any use season included in the lease term which remains at the time of loss as numerator and the number of use seasons of the original lease term as denominator.

In the event of loss, payment of an amount equal to the Termination Value shall be made directly to Deere. Payment of any amount in excess of Termination Value shall be made to Lessee.

In the case of a partial or total loss the Insurer may, at its option, replace the Property Insured with that of like kind and quality.

This insurance does not cover damage or expense caused by the neglect of the Lessee to use reasonable means to save and preserve the Property Insured after any loss or damage.

Adjustment and payment of loss shall be made by the Insurer to Deere for the account of all interested parties. Deere shall be responsible for payment to the Lessee.

**NOTICE OF LOSS:** In case of loss or damage to Property Insured, from perils covered by the insurance, the Lessee MUST NOTIFY DEERE AS SOON AS PRACTICABLE, BUT WITHIN A PERIOD NOT TO EXCEED 30 DAYS. A completed and signed Lessee's Loss Report or Proof of Loss will be required. Failure of the Lessee to report said loss within such time or failure to report said loss prior to beginning repair of the Property Insured may invalidate the claim. No suit, action, or proceeding for recovery of any claim under this insurance will be sustainable in any court unless commenced within 12 months after the date of loss.

**OTHER INSURANCE:** This insurance will not apply if, at the time of loss or damage, there is any other insurance which would attach if this insurance has not been effected, except that in the event this insurance shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

**TERRITORIAL LIMITS:** This insurance applies only while the Property Insured is within Canada or the United States or being transported between locations therein.

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.**

**NO INSURANCE IS PROVIDED AGAINST DELAY, LOSS OF MARKET, INTERRUPTION OF BUSINESS, OR ANY OTHER CONSEQUENTIAL LOSS.**

*[Signature]*  
President

VOIR VERSO POUR FRANCAIS

**LOSS REPORT**

(MAIL TODAY - DELAY MAY VOID YOUR CLAIM)

In the event of loss, IMMEDIATELY detach and complete this Loss Report. Send completed report to John Deere at address shown above and secure, through John Deere, the insurance company's authorization before repair work is begun. Insurance will not apply to repairs made without authorization.

LESSEE NAME & ADDRESS		ACCOUNT NO. (See shaded box above)	
		DATE OF LOSS	(Day) (Month) (Year)
TYPE OF PROPERTY (Model, Description, Serial No., etc.)			
DESCRIPTION OF LOSS (Include Place of Loss, Cause, Anyone of Fault, Witness, Other Vehicles Involved, Time, etc.)			
IS THERE OTHER APPLICABLE INSURANCE?		I certify that this report is complete and accurate.	
<input type="checkbox"/> NO <input type="checkbox"/> YES IF "YES", GIVE NAME & ADDRESS OF INSURANCE COMPANY		(Signature of Lessee) _____ Date _____	

Form No. & Date

# WINSTON FARM SUPPLIES LTD.

My. 3 South, Carman, Manitoba  
P.O. Box 668, Carman, MB R0G 0J0  
Tel. (204) 745-2054

- PARTS
- SALES
- SERVICE



April 16, 1991

Dufferin Soil & Water Management

Carman, Manitoba  
R0G 0J0

Re: John Deere 752 drill; Serial #N00750X001978

Dear Sir:

The residual payout of the above mentioned drill is  
\$12,800.00. This payment is due on April 16, 1994.

Yours truly,

A handwritten signature in cursive script that reads "P. Lee MacLean".

P. Lee MacLean

/ct