

The Corporation of the Municipality of Brockton



By-Law 2019-078

Being a By-Law to Authorize the Signing of a Purchasing Agreement With Hallman Motors Limited for the Purchase of Four (4) Pickup Trucks for the Municipality of Brockton

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into a purchasing agreement with Hallman Motors Limited with respect to the purchase of four (4) pickup trucks for the Municipality of Brockton;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into a purchasing agreement with Hallman Motors Limited which is attached as "Schedule A" and "Schedule B" and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated July 9, 2019, between the Corporation of the Municipality of Brockton, and Hallman Motors Limited is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Hallman Motors Limited Pickup Trucks Purchasing Agreement By-Law".

Read, Enacted, Signed and Sealed this 9th day of July, 2019.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

PURCHASER NAME AND ADDRESS <i>(First Signer)</i>				DEALER NAME AND ADDRESS			
NAME (First, Middle, Last) BROCKTON MUNICIPALITY				DEALER NAME NORTRAX CANADA INC.			Dealer Account No.: 766235
STREET or RR 100 SCOTT ST				STREET or RR 16 Royce Court			
CITY WALKERTON	PROV ON	Postal Code N0G2N0	COUNTY Bruce County	CITY LONDON	PROV ON	Postal Code N6E 1L1	Phone Number 519-686-6400
PHONE NUMBER		EMAIL ADDRESS		Date Of Order : Jul 04, 2019		Dealer Order No.: PM19-302	
PURCHASER NAME AND ADDRESS <i>(Second Signer)</i>				TYPE OF SALE:			
NAME (First, Middle, Last)				<input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> DRV LEASE <input type="checkbox"/> FINANCE <input type="checkbox"/> RPO			
STREET or RR				PURCHASER TYPE:		MARKET USE CODE:	
				5 City/Town/Village		49 Highways & Streets	
				Add Purchaser to Mailing List (Check One Or More)			
				<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
CITY		PROV	Postal Code	COUNTY	PURCHASER IS:		Purchaser Acct.:
					<input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Tax Exempt No.:
PHONE NUMBER		EMAIL ADDRESS		PURCHASER BUSINESS NO.:		DEALER G.S.T./H.S.T. NO.:	DEALER P.S.T./Q.S.T. NO.:
						R888119591	

EXTENDED WARRANTY IS: <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE :	USE STATE/PROVINCE	COUNTY CODE
<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> (Initials) _____		USE COUNTY BRUCE	ON	41
ULTIMATE UPTIME IS:		<input type="checkbox"/> Purchased <input checked="" type="checkbox"/> Declined	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> (Initials) _____	

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	DELIVERED CASH PRICE	
1	X				2019 Viking Cives 135HSE-10	0		\$ 11,781	00
					- DECLINED :John Deere Preventative Maintenance :				
					- DECLINED :John Deere Extended Warranty :				
1	X				2019 Viking Cives 135HSE-10	0		\$ 11,781	00
					- DECLINED :John Deere Preventative Maintenance :				
					- DECLINED :John Deere Extended Warranty :				

TRADE-IN: Purchaser offers to sell, transfer and convey the item(s) listed as "Trade-In" to the Dealer at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document.

CASH PRICE	\$ 23,562	00
G.S.T. /H.S.T.	\$ 3,063	06
Q.S.T.	\$ 0	00
(1) TOTAL PRICE	\$ 26,625	06

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
			TRADE-IN ALLOWANCE	\$ 0	00
Purchaser G.S.T. /H.S.T. No:			G.S.T. /H.S.T. ON ALLOWANCE	\$ 0	00
Purchaser P.S.T./Q.S.T. No:			Q.S.T. ON ALLOWANCE	\$ 0	00
Less Amount Owing to:			AMOUNT OWING	\$ 0	00
COMMENTS:			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0	00
			(3) BALANCE	\$ 26,625	06
			(5) SUB-TOTAL	\$ 23,562	00
			(6) RENTAL APPLIED	\$ 0	00
			(7) CASH WITH ORDER	\$ 0	00
			(8) BALANCE DUE	\$ 26,625	06

ACKNOWLEDGMENTS: The Purchaser promises to pay the balance due (line 8)) shown hereon in cash, or to execute a Retail Installment Contract, or a Lease Agreement or other security agreement for the purchase price of the Equipment, plus additional charges shown thereon, on or before delivery of the equipment ordered herein. Despite physical delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser(s) until the Balance Due is paid in full. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

***Use of Information Privacy Consent:** Personal information obtained in connection with this Purchase Order is being collected, used and disclosed in accordance with the privacy policy of each of Dealer and John Deere. Such personal information will be used for the purpose of fulfilling the terms of this Purchase Order and may be used to provide Purchaser with additional marketing and promotional information about Dealer and John Deere and its affiliated companies, and their products and services. See Dealer directly for information about its privacy policy. For information about John Deere's privacy policy visit John Deere's web site at www.johndeere.com.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE



Quote ID: 19982799

Customer Name: BROCKTON MUNICIPALITY

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The total price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

TERMS & CONDITIONS VERIFICATION STATEMENT: Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer)	<input type="text" value="BROCKTON MUNICIPALITY"/>	Signature	_____	Date	_____
Purchaser (Second Signer)	<input type="text"/>	Signature	_____	Date	_____
Dealer Representative	<input type="text" value="NORTRAX CANADA INC."/>	Signature	_____	Date	_____
Salesperson	<input type="text" value="STEWART,KEVIN"/>	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature: _____
	<input type="text"/>	

