The Corporation of the Municipality of Brockton

By-Law 2019-079

Being a By-Law to Authorize the Signing of a Lease Agreement With Nortrax Canada Inc. for the Lease of Two (2) Motor Graders for the Municipality of Brockton

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into a lease agreement with Nortrax Canada Inc. with respect to the lease of two (2) motor graders 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 lease agreement with Nortrax Canada Inc. which is attached as "Schedule A" 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 Nortrax Canada 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 "Nortrax Canada Inc. Motor Grader Lease Agreement By-Law".

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

_____ _____

Mayor – Chris Peabody Clerk – Fiona Hamilton

Customer Purchase Order for John Deere Construction, Utility and Forestry Products - Canada

PO# 06422818
PO Revision# Original

PURCHASER NAME AND ADDRESS (*First Signer*)			
NAME (First, Middle, Last) **MUNICIPALITY OF BROCKTON**			
STREET or RR **100 SCOTT STREET**			
CITY **WALKERTON**	PROV **ON**	Postal Code **N0G2V0**	COUNTY **Bruce County**
PHONE NUMBER **519-881-1363**	EMAIL ADDRESS		
PURCHASER NAME AND ADDRESS (*Second Signer*)			
NAME (First, Middle, Last)			
STREET or RR			
CITY	PROV	Postal Code	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME **NORTRAX CANADA INC.**			Dealer Account No.: **766235**
STREET or RR **16 Royce Court**			
CITY **LONDON**	PROV **ON**	Postal Code **N6E 1L1**	Phone Number **519-686-6400**
Date Of Order : **Jul 04, 2019**	Dealer Order No.:		

TYPE OF SALE: ☐ CASH ☒ LEASE ☐ DRV LEASE ☐ FINANCE ☐ RPO

PURCHASER TYPE:	MARKET USE CODE:
5 City/Town/Village	**49 Highways & Streets**

Add Purchaser to Mailing List (Check One Or More) ☐ Construction ☐ Utility ☐ Forestry ☐ Government

PURCHASER IS:	Purchaser Acct.:	Purchaser Tax Exempt No:
☒ Business ☐ Individual		

PURCHASER BUSINESS NO:	DEALER G.S.T./H.S.T. NO.:	DEALER P.S.T./Q.S.T. NO.:
519-881-1363	**R888119591**	

EXTENDED WARRANTY IS: ☑ Accept ☐ Decline (Initials)	LOCATION OF FIRST WORKING USE : USE COUNTY BRUCE	USE STATE/PROVINCE ON	COUNTY CODE **41**

ULTIMATE UPTIME IS: ☐ Purchased ☑ Declined (Initials)

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	DELIVERED CASH PRICE	
1	X				JOHN DEERE 772G MOTOR GRADER with 6WD			$ 461,807	75
1					BYT10509 Slope Meter Field Kit			$ 47	25
					+ John Deere Extended Warranty : 60month/5000hr Comprehensive Warranty			$ 17,275	00

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	$ 479,130	00
G.S.T. /H.S.T.	$ 62,286	90
Q.S.T.	$ 0	00
(1) TOTAL PRICE	$ 541,416	90

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
			(2) TOTAL TRADE-IN ALLOWANCE	$ 0	00
			(3) BALANCE	$ 541,416	90
			(5) SUB-TOTAL	$ 479,130	00
			(6) RENTAL APPLIED	$ 0	00
			(7) CASH WITH ORDER	$ 0	00
			(8) BALANCE DUE	**$ 541,416**	**90**

COMMENTS:

Upon acceptance and signature of this contract the Muncipality of Brockton agrees to a residual value lease of equipment listed herein. This contract shall bind each party to the following terms until John Deere Finance lease agreement is accepted upon credit approval.

MAKE	MODEL	YEAR	CURRENT HOURS	SELL PRICE	HRS/YEAR	Term	RATE	TOTAL RV	Remaining PAYMENTS	EXCESS HOURS CHARGE
Deere	772	2019	0	$ 479,130.00	1000	60	4.95%	$ 262,100.00	($5,159.96)	$ 85.00

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

JOHN DEERE

Customer Purchase Order for John Deere Construction, Utility and Forestry Products - Canada

PO# 06422818
PO Revision# Original

Quote ID: 19849273

Customer Name: MUNICIPALITY OF BROCKTON

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)	MUNICIPALITY OF BROCKTON	**Signature**		**Date**	
Purchaser (Second Signer)		**Signature**		**Date**	
Dealer Representative	NORTRAX CANADA INC.	**Signature**		**Date**	
Salesperson	STEWART,KEVIN	**Signature**		**Date**	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature:

SAFETY
live with it

Customer Purchase Order for John Deere Construction, Utility and Forestry Products - Canada

PO# 06422819
PO Revision# Original

PURCHASER NAME AND ADDRESS (*First Signer*)			
NAME (First, Middle, Last) **BROCKTON MUNICIPALITY**			
STREET or RR **100 SCOTT ST**			
CITY **WALKERTON**	PROV **ON**	Postal Code **N0G2N0**	COUNTY **Bruce County**
PHONE NUMBER	EMAIL ADDRESS		

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☒ Business ☐ Individual		

PURCHASER BUSINESS NO:	DEALER G.S.T./H.S.T. NO.:	DEALER P.S.T./Q.S.T. NO.:
	R888119591	

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USE STATE/PROVINCE: ON

COUNTY CODE: **41**

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Purchaser P.S.T./Q.S.T. No:			**Q.S.T. ON ALLOWANCE**	$ 0	00
Less Amount Owing to:			**AMOUNT OWING**	$ 0	00
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JOHN DEERE

Customer Purchase Order for John Deere Construction, Utility and Forestry Products - Canada

PO# 06422819
PO Revision# Original

Quote ID: 19982782

Customer Name: BROCKTON MUNICIPALITY

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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)	BROCKTON MUNICIPALITY	**Signature**		**Date**	
Purchaser (Second Signer)		**Signature**		**Date**	
Dealer Representative	NORTRAX CANADA INC.	**Signature**		**Date**	
Salesperson	STEWART,KEVIN	**Signature**		**Date**	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature: