

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY LAW NO. 72-11

A by-law to approve an Agreement and to authorize the Clerk and Reeve to execute the same on behalf of the Township of Westmeath to provide water services to Homco Industries Ltd.

WHEREAS the Municipal Act, R.S.O. 1970, Chapter 354, Section 53 provides that the Councils of all Municipalities may pass by-laws for the servicing of industrial land;

AND WHEREAS Homco Industries Ltd. has indicated their desire to locate in the Township of Westmeath on condition that they receive certain services equivalent to those offered by other municipalities.

AND WHEREAS it is deemed necessary and to the benefit of the whole municipality to provide water services for Homco Industries Ltd.

THEREFORE the Council of the Corporation of the Township of Westmeath enacts as follows:

1. That the Reeve and the Clerk be and are hereby authorized to execute the Agreement described as Schedule "A" and attached hereto and forming part of this By-law on behalf of the municipality.
2. That this by-law, its provisions and the agreement attached hereto as Schedule "A" shall not come into force and take effect until approved by The Ontario Municipal Board.

READ a first time this 21st day of March 1972.
READ a second time this 21st day of March 1972
READ a third time and passed this 21st day of March
1972.

Carl Fletcher

REEVE

D. A. Hill

CLERK

Schedule "A"

THIS AGREEMENT made in Duplicate this 21st day of March, A.D., 1972.

B E T W E E N :

HOMCO INDUSTRIES LTD. a body corporate having its head office at the City of Estavan, in the Province of Saskatchewan,

Hereinafter called the "Company"

OF THE FIRST PART

A N D

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WESTMEATH

Hereinafter called the "Corporation"

OF THE SECOND PART

WHEREAS the Company intends to construct a plant for the manufacture of mobile homes on a portion of the south west half of the northerly part of Lot number 27 Concession "B" Township of Westmeath, (hereinafter called the said "land");

AND WHEREAS the Corporation has agreed to provide certain services and improvements to the said land for the benefit of the Company and to improve for industrial development the area surrounding the said land;

AND WHEREAS it is in the mutual interests of the parties hereto that the within agreement be entered into;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. In consideration of the undertaking by the Company, the Corporation hereby covenants and agrees with the Company that it will at its expense either:

- a. Construct a pipeline from the Ottawa River and install and maintain pumps and equipment, including electric and diesel power, complete with automatic controls, all of a sufficient size and design to meet the needs of the Company for adequate fire protection and acceptable to the Board of Fire Underwriters;

OR

b. Dig a well with underground or lagoon type water storage or elevated storage, and install and maintain pumps and equipment including electric and diesel power complete with automatic controls, all of a

D.A.H. C.H. [initials] sufficient size and design ^{to meet the needs of the Company} for adequate fire protection + acceptable to the Board of Fire Underwriters

2. In the event the Corporation carries out the work set out in paragraph 1 (a) hereof, then in such event the Corporation will at its expense supply and install an 8 inch water main to that portion of the said land, then owned or to be owned by the Company.

3. In the event the Corporation carries out the work set out in paragraph 1 (b) hereof, then in such event the Corporation will at its expense, supply and install an 8 inch water main from the storage area or pumps to the plant and shall supply and install an 8 inch fire line complete with hydrants looped around the plant or such other design as will ensure the availability of adequate water to the Company for fire protection.

4. The Company agrees that in the event the Corporation constructs a well, or a lagoon or a reservoir, or overhead storage as it provided for in 1 (b) hereof that the same may be constructed on the said land, the location of which is to be determined after consultation between the parties and thereafter the Corporation, its employees, servants and agents shall have the right of ingress and egress thereto and shall have the right to lay pipelines on the said land to service other industries and for such purposes the Company shall grant easements to the Corporation as may reasonably be required.

5. In consideration of the covenants and undertakings by the Corporation heretofore set out the Company undertakes to construct a plant of approximately 80,000 square feet within six months of the date hereof and to employ

approximately 100 persons by year 3. This undertaking by the Company is subject to:

- a. The Company obtaining a satisfactory incentative grant from the Government of Canada; and
- b. The Company obtaining necessary long term financing;
- c. The County of Renfrew entering into an agreement with the Company ensuring the Company the right to transport 14 feet wide mobile homes from the said land to the Quebec border over County Roads;

In the event that the provisions of any one of the subparagraphs (a), (b) or (c) are not met then the within agreement shall become null and void and of no effect.

6. The within agreement shall not become binding on the Corporation until the Corporation has obtained the approval of the Ontario Municipal Board to this agreement and or the borrowing required by the Corporation to undertake the work herein agreed to be done or performed by the Corporation and shall not become binding on the Company until it has obtained a satisfactory incentative grant from the Government of Canada and arranged satisfactory long term financing.

IN WITNESS WHEREOF HOMCO INDUSTRIES LTD and THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WESTMEATH have hereunto affixed their Corporate seals as attested to by its proper signing officers on that behalf.

HOMCO INDUSTRIES LTD.

Leslie Johnson Pres.
George D. Hill Director

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WESTMEATH

Carl Fletcher Reeve
D. A. Hill Clerk

72-11

