

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW NO. 90 - 33

A By-Law to enter into an agreement with Galvacor Tri-Care Inc.
re: Water and Sewage works

- WHEREAS:
1. Under the Ontario Water Resources Act R.S.O. 1980, Chapter 361, The Council of the Corporation of the Township of Westmeath has authority to enter into an agreement with a person for the purpose of obtaining approval by the Executive Director for the plans and specifications for the construction of the water works system and waste disposal system.
 2. The Council of the Corporation of the Township of Westmeath deems it expedient to enter into such an agreement with Galvacor Tri-Care Inc.

NOW THEREFORE The Council of the Corporation of the Township of Westmeath ENACTS as follows:-

1. That the Corporation of the Township of Westmeath enter into an agreement, known as Schedule "A" signed on July 3rd, 1990 and the supplementary agreement signed on July 3rd, 1990, and forming part of this by-law, with Galvacor Tri-Care Inc. ^{THIS} ~~These agreements are~~ to obtain approval by the Executive Director for the plans and specifications for the construction of the water works and waste disposal system ~~and for the construction of the protective buffer.~~
2. That the Reeve and Clerk are hereby authorized to sign the agreement known as Schedule "A" on behalf of the Corporation.

This By-Law shall come into force on the date of passing hereof.

PASSED and ENACTED this 4th day of July 1990.


Reeve


Clerk

THIS AGREEMENT made this 3rd day of July, A.D., 1990.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

Hereinafter called the PARTY OF THE FIRST PART, and

GALVACOR TRI-CARE INC.

Hereinafter called the PARTY OF THE SECOND PART.

WHEREAS the Party of the Second Part has submitted to the executive Director, Water Supply and Pollution Control of the Ministry of the Environment, for its approval, plans and specifications for the construction of a water works as defined in the Ontario Water Resources Act, R.S.O. 1970, Chapter 332, as amended, which are to be constructed by the said Party of the Second Part, and are to be located on property described in Schedule "A" attached hereto and owned by the Party of the Second Part for its use and supply of water;

WHEREAS the Party of the Second Part wishes to obtain approval with respect to its sewage disposal system;

AND WHEREAS the Party of the First Part has reached an agreement with the Party of the Second Part with respect to a site plan and has agreed to enter into this agreement for the purpose of obtaining approval by the executive Director for the plans and specifications for the construction of water works filed by the Party of the Second Part;

NOW THIS AGREEMENT WITNESSETH THAT:

1. Subject to compliance with the Ontario Water Resources Act, the Environmental Protection Act, 1971 and all other relevant statutes and regulations, the obligation to operate, maintain and otherwise deal with, manage and control the works after the effective date of this agreement shall be the responsibility of the Party of the Second Part.

2. This agreement shall be enforceable for a term of twenty-five (25) years after which time it will lapse unless renewed by the parties hereto.

3. The Party of the Second Part shall indemnify and save harmless the Party of the First Part from any and all claims for expenses

arising out of the maintenance, operation, additions to or extension of the water works and sewage disposal system.

4. The Party of the First Part may cause this agreement to be registered on the titles of the lands described in Schedule "A".

5. If due to neglect on the part of the Party of the Second Part, pertaining specifically to water source, water works and sewage disposal system, the Executive Director, Water Supply and Pollution Control, of the Ministry of the Environment for the Province of Ontario demands that the said Party of the First Part shall assume the management of the aforementioned water works hereinbefore referred to, the Party of the Second Part agrees to indemnify the Party of the First Part on a month to month basis for all costs and just charges incurred in the operation of the said water works. If the Party of the Second Part neglects or otherwise fails to pay the aforesaid charges then the Party of the First Part shall have the authority to add such charges to the said lands and premises owned by the Party of the Second Part. Such amounts shall be deemed pursuant to the Municipal Sales Tax Act, 1984. The Party of the Second Part shall pay all accounts rendered by the Party of the First Part for costs and expenses pursuant to this agreement within 30 days of the date of billing with a penalty of .0125% per month on all late accounts. This clause is subject to the provisions of clause 6 hereinafter.

6. The Party of the Second Part agrees to advance upon the execution of this agreement, the sum of Twenty Thousand (\$20,000.00) Dollars which sum shall be vested by the Municipality as a special fund to be used for the maintenance, operation and improvement or extension to the works whether it be water works or sewage disposal system. The fund shall be maintained as security against the expenditure at a future date by the Municipality for the maintenance, operation, improvement or extension to the works. In addition the party of the Second Part may present for payment out of the said fund, accounts with respect to the maintenance, operation or approval of the said system and if the municipality is satisfied that the said expenditures were justified and are reasonable it ~~will~~ ^{may} reimburse the party of the second part with respect thereto. The funds shall be under the exclusive control of the Municipality and shall be the property of the Municipality.

7. The parties hereto agree that in November of 1991, the Party of the Second Part may obtain a cost estimate of the projected future costs for repairs and maintenance for the water and septic system that service the project. In the event that the projected future costs, repairs and maintenance for the project as determined

at the time are less than the amount of money held in trust as referred to herein then in that event the Party of the Second Part may approach the Township and request the reimbursement of the excess funds held in Trust, over and above those projected costs to effect appropriate repairs and maintenance for the services. This review may be conducted in November of 1991 aforementioned and also at three year intervals subsequent thereto.

In other words in November of 1994, November 1997, November 2000, etc.... However it is agreed that the final decision as to any reimbursement shall be exclusively the prerogative of the Municipality.

8. The Party of the First Part and its servants and agents shall be granted a general easement over the property of the Party of the Second Part and that such easement shall be enjoyed reasonably by the Party of the First Part and its servants and agents and only for the purpose of operating, inspecting, maintaining, extending or enlarging the aforementioned water works and sewage disposal system. And the Party of the First Part shall indemnify the Party of the Second Part for any damage or injury caused to the property of the Party of the Second Part due to any negligent acts or omissions on the part of the Municipality, its servants or agents.

9. It is agreed and declared that this agreement and the covenants, provisions and conditions shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective seals.

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

Per: *Gordon White*
Reeve

Randi Keith
Clerk

GALVACOR TRI-CARE INC.

Per: *[Signature]*
President

Fern Lewis
Secretary

SCHEDULE "A"

Part of the North half of Lot 6, Concession 4, East of Muskrat Lake, in the Township of Westmeath, in the County of Renfrew and being more particularly described as follows:

PREMISING that the limit between Lot 6 and Lot 7, Concession 4, East of Muskrat Lake has a bearing of North 48 degrees 10 minutes 40 seconds East astronomic and relating all bearings herein, thereto;

FIRSTLY:

COMMENCING at the most Northern angle of the North half of Lot 6, Concession 4, East of Muskrat Lake;

THENCE South 48 degrees 10 minutes 40 seconds West along the limit between Lot 6 and Lot 7, Concession 4, East of Muskrat Lake a distance of 465.43 feet to the Eastern limit of County Road No. 21;

THENCE South 9 degrees 22 minutes 40 seconds East along the Eastern limit of County Road No. 21 a distance of 1164.31 feet;

THENCE on a curve to the left having a radius of 1230.24 feet, an arc distance of 8.59 feet, the chord equivalent being 8.59 feet measured South 7 degrees 15 minutes East to the limit between the North half and the South half of Lot 6;

THENCE 49 degrees 02 minutes 40 seconds East along the limit between the North half and South half of Lot 6 a distance of 864.67 feet to the Eastern limit of Lot 6, Concession 4, East of Muskrat Lake;

THENCE North 28 degrees 53 minutes 10 seconds West along the Eastern limit of Lot 6, Concession 4, East of Muskrat Lake a distance of 1028.74 feet to the point of commencement.

SECONDLY:

COMMENCING at a point on the limit between Lot 6 and Lot 7, Concession 4, East of Muskrat Lake distant 567.33 feet measured South 48 degrees 10 minutes 40 seconds West from the most Northern angle of Lot 6, Concession 4, East of Muskrat Lake;

THENCE South 9 degrees 22 minutes 40 seconds East along the Southern limit of County Road No. 21, a distance of 1109.63 feet;

THENCE on a curve to the left having a radius of 1316.24 feet, an arc distance of 60.26 feet, the chord equivalent being 60.24 feet measured South 10 degrees 41 minutes 20 seconds East;

THENCE South 49 degrees 02 minutes 40 seconds West along the limit between the North half and South half of Lot 6 a distance of 120.51 feet;

THENCE North 36 degrees 59 minutes 30 seconds West a distance of 454.67 feet;

THENCE North 38 degrees 17 minutes 20 seconds West a distance of 534.27 feet to the existing limit between Lot 6 and Lot 7, Concession 4, East of Muskrat Lake;

THENCE North 48 degrees 10 minutes 40 seconds East along the existing limit between Lot 6 and Lot 7, Concession 4, East of Muskrat Lake a distance of 675.81 feet to the point of commencement.

AS DESCRIBED in Registered Instrument No. 280966 for the County of Renfrew.

SUBJECT TO AN EASEMENT to Ontario Hydro, its successors and assigns, in, over, along and upon Part 4 on Reference Plan 49R-4559.