

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 95-29

A By-Law to enter into an agreement with MacMillan Bloedel re construction of a watermain

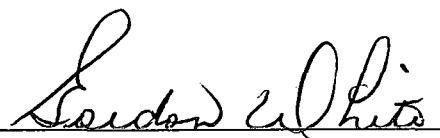
WHEREAS:

1. A Municipality has authority under the Municipal Act R.S.O. 1990, C.M. 45, Section 102 to pass by-laws regarding the health, safety and welfare of the inhabitants of the Municipality.
2. The Council of the Corporation of the Township of Westmeath considers it expedient to enter into an agreement with MacMillan Bloedel Partnership Pembroke Limited to construct a watermain along the Westmeath/Pembroke Townline.

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

- 1) That the Corporation of the Township of Westmeath enters into an agreement with MacMillan Bloedel Partnership Pembroke Limited subject to approval as per legal opinion.
- 2) That the Reeve and Clerk are hereby authorized to sign the agreement referred to in Section 1, on behalf of the Corporation.

PASSED and ENACTED this 6th day of September , 1995



Reeve



Clerk

This Agreement made in triplicate this 31st day of October, 1995 and referred to as "The Process Water Agreement."

BETWEEN:

**MacMILLAN BLOEDEL PEMBROKE LIMITED
PARTNERSHIP**

Hereinafter referred to as the "Owner"

- and -

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP
OF PEMBROKE**

Hereinafter referred to as the "Corporation"

- and -

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WESTMEATH
Hereinafter referred to as "Westmeath"

WHEREAS MacMillan Bloedel Pembroke Limited Partnership represents and warrants that it is the "Owner" of the lands described in Schedule "A1" attached hereto;

AND WHEREAS in this Agreement "Owner" includes any subsequent owner of the aforementioned lands;

AND WHEREAS the "Owner" wishes to construct "Works" on the lands described in Schedules "A2" and on the Road Allowance as shown in Schedule "F" in accordance with the Plans set out in Schedule "B"

AND WHEREAS the "Westmeath" is consenting to this Agreement pursuant to the provisions herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of lawful money of Canada now paid by the "Owner" to the "Corporation", the receipt whereof is hereby acknowledged, the "Owner" covenants and agrees with the "Corporation" as follows:

1. In this agreement,
"Corporation" shall mean the Municipal Corporation of the

Township of Pembroke.

"Maintain" includes repair.

"Municipal Engineer" means the Engineer of the Corporation of the Township of Pembroke or the person or Corporation acting in that capacity.

"Westmeath Lands" means the lands located in the Westmeath Industrial Park adjacent to the water line.

"Works" means the works, materials, matters and things required to be done or supplied as set out in Schedule "C" attached hereto.

2. The following schedules are attached hereto and form part of this Agreement:

"A" - Description of lands
 "A1" - Plant;
 "A2" - Pump House;
 "A3" - Future Lands;
 "B" - Construction Plan
 "C" - Works to be Provided;
 "D" - Cost of Works for which Security is to be provided;
 "E" - Time Schedule for Works;
 "F" - Road Allowance - Licence;

3. SCOPE OF WORK

- 3.1 The "Owner" covenants and agrees to construct and install all of the "Works" more particularly set out in Schedule "C" attached hereto. The said "Works" shall be completed by the "Owner" in a good and workmanlike manner in accordance with good engineering practice.
- 3.2 The "Owner" agrees not to amend or alter the "Works" without first having received permission from the "Corporation".
- 3.3 The "Owner" further agrees not to commence construction of the "Works" until all necessary approvals from Federal, Provincial, Municipal and private authorities have been received to the satisfaction of the "Corporation".
- 3.4 The cost of the "Works" and any related expenses shall be the responsibility of the "Owner" and there shall be no cost whatsoever to the "Corporation" or "Westmeath".
- 3.5 All of the "Works" shall be the property of the "Owner" excepting those "Works" as located on the lands described

as Part of Lot 1, Concession 3, Township of Pembroke, County of Renfrew designated as Part 1 on Reference Plan 49R-12797 which shall be the property of the "Corporation" (and also excepting the fire hydrant hereinafter referred to which shall be the property of the "Corporation" and "Westmeath").

4. **PUMP HOUSE PROPERTY**

- 4.1 As the "Corporation" and the "Westmeath" deem it expedient to improve fire protection, the "Corporation" has agreed to acquire the lands described as Part of Lot 1, Concession 3, Township of Pembroke, County of Renfrew designated as Part 1 on Reference Plan 49R-12797.
- 4.2 The "Owner" agrees to construct a fire hydrant ("The Fire Hydrant") at a location specified by the "Corporation" on County Road 40 as shown on Schedule "B" at a mutually agreeable location where the water line crosses County Road 40 for the benefit and use of the "Corporation" and "Westmeath" for fire fighting purposes only. "The Fire Hydrant" and related "Works" shall be constructed at the cost of the "Owner" subject to the approval of the municipal engineer. It is acknowledged by the "Corporation" and "Westmeath" that the provision of "The Fire Hydrant" and the connection thereof to the said water line is a gratuitous act on the part of the "Owner". The "Owner" shall have no obligation to supply water to "The Fire Hydrant". However, the "Corporation" and "Westmeath" shall be entitled to draw water from "The Fire Hydrant" for fire fighting purposes as and when water is available from the same. The "Corporation" and the "Westmeath" agree that the "Owner" shall not be liable should there be at any time inadequate pressure in the water line for the purposes of fire protection. There shall be no costs to the "Westmeath" or the "Corporation" for any water obtained from "The Fire Hydrant".
- 4.3 The "Owner" shall have the option to purchase the lands described as Part of Lot 1, Concession 3, Township of Pembroke, County of Renfrew designated as Part 1 on Reference Plan 49R-12797 and all "Works" constructed on the said lands provided that any necessary Zoning By-Law and Official Plan Amendments have been obtained. The purchase price will be for the sum of ONE DOLLAR (\$1.00) plus any acquisition costs and other expenses incurred by the "Corporation" in acquiring the property and as a result of exercising this option to purchase. Notice of exercising the option to purchase shall be in writing to the "Corporation" as specified herein. In addition, the "Corporation" shall have the right during the option period hereinafter mentioned to require the "Owner" to

exercise this option upon the terms and subject to the conditions set out in this subparagraph. Notice of exercising this requirement shall be in writing to the "Owner" as specified herein. The right to exercise this option expires on December 1, 2015.

4.4 In the event any necessary re-zoning and Official Plan Amendment applications are not successful by December 31, 1995, the Parties hereto agree to enter into a supplementary agreement providing for a 99-year lease in favour of the "Owner" at a rate of \$1.00 per year on a net/net basis with the costs of the operation of the "Works" and pump house and any other costs of any nature or kind whatsoever being the responsibility of the "Owner". The agreement shall also include an indemnity for the benefit of the "Corporation" and "Westmeath" to the satisfaction of the "Corporation" relating to the operation of the pump house and the water supply system. The rights and obligations of the "Owner" and the "Corporation" as contained in Paragraph 4.3 hereof shall continue upon the terms specified therein notwithstanding such lease.

The "Corporation" agrees to diligently pursue the re-zoning and Official Plan amendments and agrees to exhaust all reasonable efforts with respect to same, and the "Owner" agrees to re-imburse the "Corporation" for any and all costs relating thereto.

5. LICENCE

5.1 The "Corporation" and the "Westmeath" hereby grant a Licence in favour of the "Owner" for the installation and maintenance of a water main on the lands set out in Schedule "F" on the location as shown on Schedule "B" for a period of 99 years from the date hereof. This Licence shall terminate at an earlier date at the option of the "Corporation" in the event that the "Owner" ceases to operate any industrial plant for a continuous period for four (4) years on the lands described in Schedule "A1". This Licence is limited to the delivery of process water to the lands as set out in Schedule "A1", the lands as set out in Schedule "A3" if same are acquired by the "Owner" and "Westmeath Lands". The delivery of process water to any other lands will require the permission of the "Corporation".

5.2 The "Corporation" and the "Westmeath" hereby grant permission to the "Owner" to construct the said "Works" and grant permission to enter upon their lands as set out in Schedule "F" for the purpose of construction, maintenance and repair thereof for as long as this Licence is in force and effect.

5.3 The "Owner" agrees to restore the lands of the "Corporation" and "Westmeath" to the satisfaction of the "Corporation" and "Westmeath" following any construction or any maintenance or repair of the "Works".

6. INTERIM PROVISIONS - PUMP HOUSE

6.1 The "Corporation" and the "Owner" agree that upon acquisition of the lands set out in Schedule "A2" by the "Corporation" that the "Owner" shall have the right to construct, operate and maintain a pump house on the said lands and the provisions with respect to the payment of costs by the "Owner" as set out in Paragraph 4.4 and the indemnity as set out in Paragraph 15 shall apply mutatis mutandis.

7. PROCESS WATER

7.1 The "Owner" agrees that the water in the pipeline will be process (non-potable) water and that there will be no water used for human consumption unless the water system is approved for human consumption by the appropriate approving governmental authorities and agencies.

8. ENGINEERING SERVICES

8.1 The "Owner" shall employ Professional Engineers registered by the Association of Professional Engineers of Ontario, and acceptable to the "Municipal Engineer" to carry out the following:

- (a) Designing;
- (b) Preparing Specifications for;
- (c) Obtaining approvals in conjunction with the "Corporation";
- (d) Supervising construction of;
- (e) Maintaining records or construction relating to;
- (f) Preparing and supplying design and "as built" plans and drawings of;

all "Works" as they may be required by the "Municipal Engineer".

8.2 The "Owner" shall have competent engineering personnel on site during the period of construction of the "Works" during periods requiring engineering supervision in accordance with good engineering practices to supervise and lay out the "Works" and the "Municipal Engineer" shall have the right at all times to inspect

the installation of the "Works". Should it be found that such personnel are not on site or are incompetent in the performance of their duties, or said "Works" are not being carried out in accordance with approved plans or specifications or in accordance with good engineering practice, in the sole opinion of the "Municipal Engineer"; the "Municipal Engineer" may invoke the provisions of Section 8.4 hereof.

8.3 Examination and acceptance of drawings, specifications and contract documents by the "Municipal Engineer" shall not relieve the "Owner" of its obligation to construct all "Works" strictly in accordance with standard engineering requirements and "Corporation" standards and specifications.

8.4 The "Municipal Engineer" may have qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the "Works", or may require soil tests to be carried out and the cost of such tests shall be paid by the "Owner" within ten (10) days of the account being tendered by the "Corporation", provided that nothing herein shall relieve the "Owner" of its responsibility to carry out any tests required by good engineering practices.

9. DRAINAGE

9.1 The "Owner" shall not interfere with any existing drain or water course. The "Owner" shall be responsible for any damage caused by such interference and the "Owner" agrees to indemnify the "Corporation" and "Westmeath" against any claims against the "Corporation" and "Westmeath" relating to such damage. Provided that the Corporation and "Westmeath" will give to the "Owner", at the expense of the "Owner", an opportunity to defend any such claim.

10. MUNICIPAL EXPENSES

10.1 The "Owner" shall pay to the "Corporation" and "Westmeath" the costs for all outside technical and professional expenses that it has incurred to date and which it will incur in the future arising out of the construction of the "Works". These expenses do not include internal administrative, technical or professional services rendered by full-time members of staff of the "Corporation" and "Westmeath".

11. PROSECUTION OF WORKS

11.1 If, in the opinion of the "Municipal Engineer", the "Owner" is not prosecuting or causing to be prosecuted the "Works" required in connection with the agreement within the specified time, or so that it may be completed within the specified time, or is improperly performing the "Works", or should the "Owner" neglect or abandon any of the "Works" before its completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or in bad faith or should the "Owner" neglect or fail to renew or again perform such work as may be rejected by the "Municipal Engineer" as having become defective or unsuitable, or should the "Owner" fail to carry out any maintenance required under this agreement, or should the "Owner", in any manner, in the opinion of the "Municipal Engineer", make default in the performance of any of the terms of this agreement, then, in any such case, the "Municipal Engineer" shall promptly notify the "Owner" and its surety, in writing of such default, failure, delay or neglect, and if such notifications be with effect for seven clear days after such notice, then, in that case, the "Municipal Engineer" shall thereupon have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as, in his opinion, shall be required for the proper completion of the said work at the cost and expense of the "Owner" or its surety or both. When, in the opinion of the "Municipal Engineer", the case is one of emergency, then the work may be done without notice. The cost of such work shall be calculated by the "Municipal Engineer" whose decisions shall be final. It is understood and agreed that such costs shall include a management fee of fifteen percent (15%) of the labour and material value, it being hereby declared and agreed that the assumption by the "Owner" of the obligations set out in this clause is a consideration without which the "Corporation" would not have executed this agreement.

12. FINANCIAL REQUIREMENTS

12.1 The "Owner" covenants and agrees to deliver to the "Corporation" an irrevocable Letter of Credit in an amount equal to the estimated cost of the "Works" as set out in Schedule "D" from a chartered bank or such other financial institution approved by the "Corporation" to guarantee performance in the name of the "Owner". The Letter of Credit shall be in a form satisfactory to the "Corporation".

12.2 The "Owner" further covenants and agrees not to commence construction until such time as the aforementioned

Letter of Credit has been obtained and delivered to the "Corporation".

- 12.3 Where the "Corporation" decides that there has been default by the "Owner" or any contractor, the "Corporation" shall follow the procedure for notification as set out in Paragraph 11.1 excepting for emergencies as provided therein, and upon default of the "Owner", the "Corporation" may call upon and utilize the Letter of Credit to pay for the cost of the "Works" and any and all other expenses as provided herein.
- 12.4 It is understood and agreed that upon preliminary approval by the Municipal Engineer of any work, a release of a portion of the financial requirements applicable to such work may be given by the "Corporation" except for twenty percent (20%) which is designed to cover maintenance and warranty commitments.
- 12.5 On final approval of the said "Works" by the "Municipal Engineer" and "Council", the "Owner" shall be entitled to have released to it by the "Corporation" the irrevocable Letter of Credit.
- 12.6 The "Owner" covenants to comply with all other financial requirements provided herein.
- 12.7 In the event the "Owner" has deposited with the "Corporation" any securities under the provisions of this agreement which will expire prior to the completion of all or a portion of the "Works" provided therefore, or any amount required to cover the maintenance period provided herein, the "Owner" shall deliver to the "Corporation" replacement securities satisfactory to the "Corporation" prior to any expiry date. Should the "Owner" not comply with this requirement, the "Corporation" is authorized to call upon the securities held and the amount determined by the "Municipal Engineer" to meet the value of the uncompleted "Works" or sufficient to satisfy any other default of this agreement. The securities provided by the "Owner" shall acknowledge the "Corporation's" rights as provided herein.

13. INSURANCE

- 13.1 The "Owner" shall lodge with the "Corporation" concurrent with the execution of this agreement an Insurance Certificate with an Insurance Company satisfactory to the "Corporation" to insure for the joint benefit of the "Owner", the "Corporation" and "Westmeath" against damages arising from bodily injury and claims for

property damage which may arise out of the negligence of the "Owner" with respect to the construction, installation or maintenance of the "Works" and the operation of the water system and "Works" pursuant to this agreement. This insurance coverage shall be in effect for the term of this agreement. Such Policy shall have coverage in an amount not less than One Million Dollars. The "Owner" shall prove to the satisfaction of the "Corporation" and "Westmeath" from time to time if the "Corporation" or "Westmeath" requires, that all premiums on such policies of insurance have been paid and that the insurance is in full force and effect.

14. ADDITIONAL PERMITS

14.1 The "Owner" acknowledges that entering into this agreement, does not relieve the "Owner" from the requirement of obtaining:

- (a) any permit or approval that may be required by the Ministry of Natural Resources, the Ministry of Environment and Energy, the County of Renfrew, CNR, CPR, Consumer's Gas and the Coast Guard.
- (b) any Building Permit that may be required by the Chief Building Official;
- (c) or any Permit, Licence or approval that may be required by any other agency including any provincially or federally appointed regulatory body before the "Works" can proceed.

and the "Owner" agrees to file a copy of all such approvals with the "Corporation".

14.2 Any release given by the "Corporation" from the terms of this agreement is a release from the matters that are of interest to the "Corporation" and is not be construed as a release from any other such authority, officer or agency.

15. INDEMNITY

15.1 The "Owner", its successors and assigns in title, agrees to indemnify and save harmless the "Corporation" and "Westmeath" from all actions, causes of action, suits, claims or demands whatsoever, which arise directly or by reason of the construction of the "Works" herein and the operation, maintenance and repair of "Works" during the term of this agreement.

- 15.2 The "Owner" agrees to comply with the Construction Lien Act and shall otherwise indemnify the "Corporation" against any claims, actions or demands for Construction Liens or otherwise in connection with the "Works" and all cost in connection therewith and on the demand of the "Municipal Engineer" shall forthwith take such steps to immediately discharge all Liens upon the "Works".
- 15.3 The "Owner" shall not call into question directly or indirectly at any proceeding in law or in equity, or before any administrative tribunal the right of the "Corporation" and "Westmeath" to enter into this agreement and to enforce each and every term, covenant and condition contained therein.
- 15.4 The "Owner" agrees that should there be any default or breach of covenant with respect to this agreement the "Corporation" shall have the authority to issue a "Stop Work Order" with respect to the construction of the building or the "Works" herein described, and further, the parties agree that all security arrangements, approvals and insurance shall be in place prior to any construction commencing on the "Subject Lands".
- 15.5 The "Corporation" shall not be required to release the "Owner" from the obligations of this agreement should the property be transferred, unless the Transferee shall execute a document satisfactory to the "Corporation" that he is prepared to assume the obligations of this agreement, together with providing the security, insurance and approvals as provided herein.
- 15.6 Should the "Owner" transfer the lands, the "Owner" agrees to provide the purchaser with notice of this agreement and agrees to provide the purchaser with a copy of same. The Parties hereto agree that this agreement will not be registered on title excepting the lands set out in Schedules "A1", "A2" and "A3".

16. TERMINATION OF AGREEMENT

- 16.1 In the event that the "Owner" has not commenced construction on the site by August 1, 1996, then approval as evidenced by this agreement shall be deemed to be null and void and the agreement shall be rescinded and all parties shall be released from their obligations pursuant to this agreement. The "Owner" further agrees to pay for all costs associated with the release of this agreement.
- 16.2 In the event this agreement is terminated pursuant to this paragraph, the "Corporation" and "Westmeath" are deemed to have withdrawn their consent and no further

work shall be done on the subject lands. No liability or other duty of any kind shall be imposed on the "Corporation" or "Westmeath" requiring it to carry out any part of this agreement that it is required to carry out herein that has not been completed at the time of termination. The "Corporation" and "Westmeath" are under no obligation to return any money paid under this agreement. All money owing to the "Corporation" and "Westmeath" by the "Owner" to the date of termination will be paid forthwith on demand.

17. **THE TOWNSHIP OF WESTMEATH**

17.1 "Westmeath" hereby consents to this agreement".

18. **REGISTRATION**

18.1 The Parties hereto agree that this agreement shall be registered against the lands as set out in Schedule "A1" "A2" and "A3" at the expense of the "Owner".

19. **NOTICE**

18.1 Any Notices required or permitted to be given under this agreement shall be in writing and may be served either personally or by mailing such notice by registered mail postage prepaid or if the postal service is disrupted for any reason, by delivering such notice by prepaid courier service as follows:

FOR THE "CORPORATION":
MUNICIPAL CORPORATION OF THE TOWNSHIP
OF PEMBROKE
R.R. #4
PEMBROKE, Ontario
K8A 6W5

FOR THE "OWNER":
MacMILLAN BLOEDEL PEMBROKE LIMITED PARTNERSHIP,
c/o HUCKABONE, SHAW, O'BRIEN, RADLEY-WALTERS
& REIMER,
BARRISTERS & SOLICITORS,
284 PEMBROKE STREET EAST,
PEMBROKE, ONTARIO
K8A 6X7

WITH COPY TO MacMILLAN BLOEDEL LIMITED,
925 W. GEORGIA STREET,
VANCOUVER, B.C.
V6C 3L2

FOR "THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WESTMEATH"
GENERAL DELIVERY
WESTMEATH, ONTARIO
K0J 2L0

20. GENDER AND NUMBER

20.1 In this agreement, words importing the singular number include the plural, and vice versa and words importing the masculine gender include the feminine and neuter genders.

21. AGREEMENT TO RUN WITH LAND

21.1 This agreement shall enure to the benefit of the "Corporation", its successors and assigns. The benefits and the burden of the covenants, agreements, conditions and undertakings herein contained shall run with the land and shall enure to and be binding upon the land and upon the "Owner", its successors and assigns.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto, by their proper signing officers authorized in that behalf.

SIGNED, SEALED & DELIVERED
in the presence of

) MacMILLAN BLOEDEL PEMBROKE
) LIMITED PARTNERSHIP BY ITS
) GENERAL PARTNER MacMILLAN
) BLOEDEL LIMITED

) PER: [Signature]

) I have the authority to bind
) the corporation.

) THE MUNICIPAL CORPORATION
) OF THE TOWNSHIP OF PEMBROKE

) PER: [Signature]

) PER: [Signature]

) THE MUNICIPAL CORPORATION
) OF THE TOWNSHIP OF WESTMEATH

) PER: [Signature]

) PER: [Signature]
) PER: Pandi Ruth, Clerk-Treasurer

SCHEDULE 'A-1'

DESCRIPTION OF LANDS - PLANT

Schedule for Description

Part of Lot 2, Concession 1, and Part of Lot 3, Concession 1, Township of Pembroke, County of Renfrew, more particularly described as follows:

ALL AND SINGULAR those certain parcels or tracts of land situate lying and being in the Township of Pembroke, in the County of Renfrew and more particularly described as follows:

FIRSTLY

Part of the northerly 75 acres of the west half of Lot 2, Concession 1, Township of Pembroke, in the County of Renfrew described as follows:-

PREMISING that the northerly limit of Part 3 according to 49R-2112 has an astronomic bearing of north 73 degrees 13 minutes 33 seconds west and relating all bearings herein thereto;

All that portion of the northerly 75 acres of the west half of Lot 2, Concession 1 of the Township of Pembroke lying to the north of part 3 according to plan 49R-2112.

SECONDLY

The south half of Lot 3, Concession 1, Township of Pembroke, County of Renfrew, SAVING AND EXCEPTING thereout and therefrom the following:-

Parcel A: all that portion of Lot 3, Concession 1, described in instrument no. 2750 being the lands of the Canadian National Railway and more particularly described as follows:

A strip of land one hundred (100) feet in width lying fifty (50) feet on each side of the centre line of the Canadian Northern Ontario Railway as located across Lot 3 and adjoining lots, which said centre line is described as follows:

COMMENCING at a point in the westerly boundary of said south half of lot 3 distant 569 feet measured southerly along said westerly boundary from the northerly boundary of said lot;

THENCE south 46 degrees 21 minutes east a distance of 1010 feet more or less to the easterly boundary of said lot.

Parcel B: Those parts of said lot 3 designated as parts 4 and 5 on 49R-2112.

Parcel C: Those parts of said Lot 3 designated as parts 1 and 2 on 49R-3824.

THIRDLY

That part of the east half of Lot 2, Concession 1, Township of Pembroke, County of Renfrew designated part 1 on 49R-12555, subject to an easement in favour of Consumers Gas company registered as instrument no. 60914.

Previously described in instrument no. 387878.

SCHEDULE 'A-2'

DESCRIPTION OF LANDS - PUMPHOUSE

That part of Lot 1, Concession 3, Township of Pembroke, County of Renfrew, designated as Part 1 on 49R-12797.

SCHEDULE 'A-3'

DESCRIPTION OF LANDS - FUTURE LANDS

FIRSTLY

That part of Lots 1 and 2, Concession 1, Township of Pembroke, County of Renfrew, designated as Parts 1 and 2 on 49R-4114.

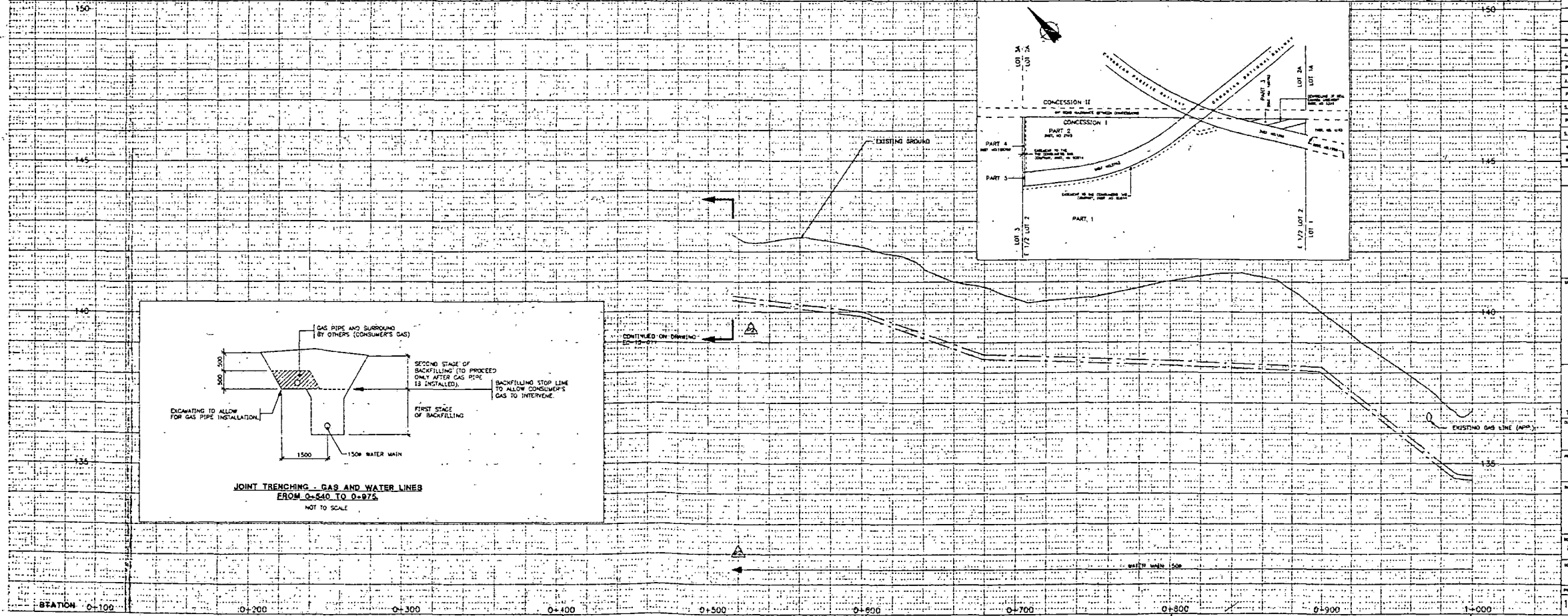
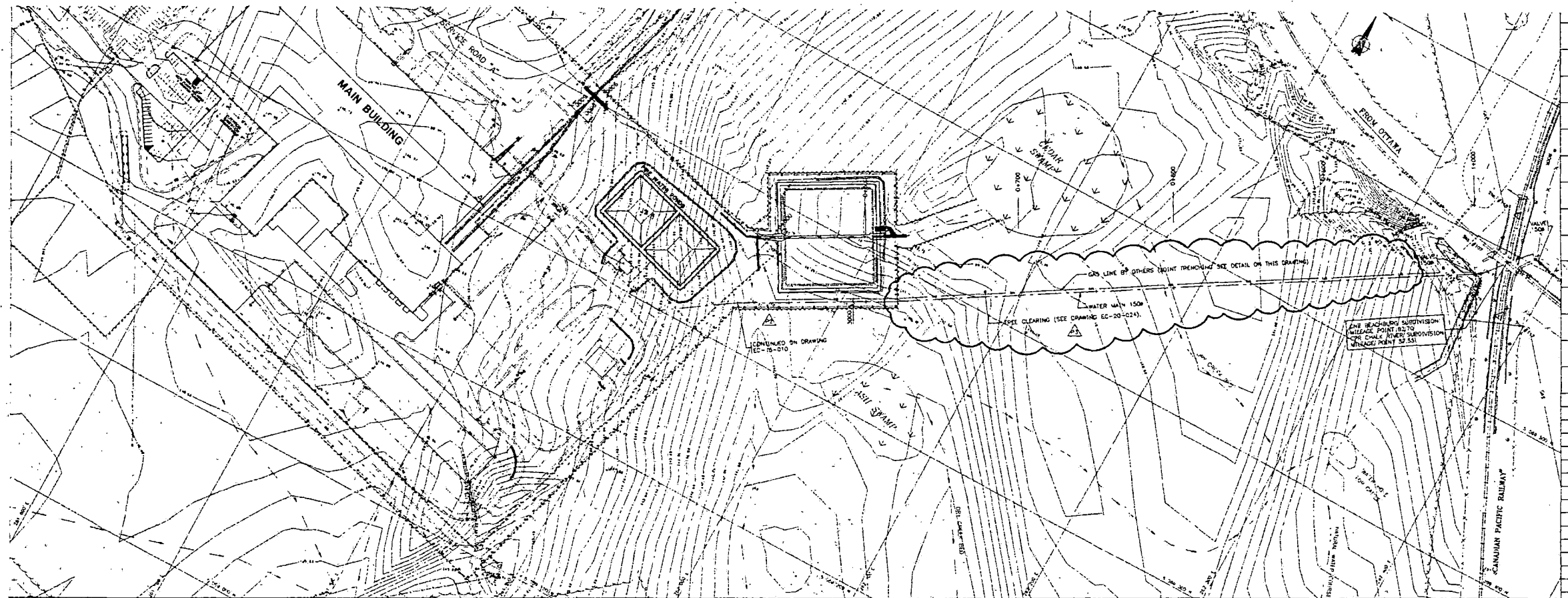
SECONDLY

That part of Lot 1, Concession 1, Township of Pembroke, County of Renfrew, designated as Part 1 on 49R-2240

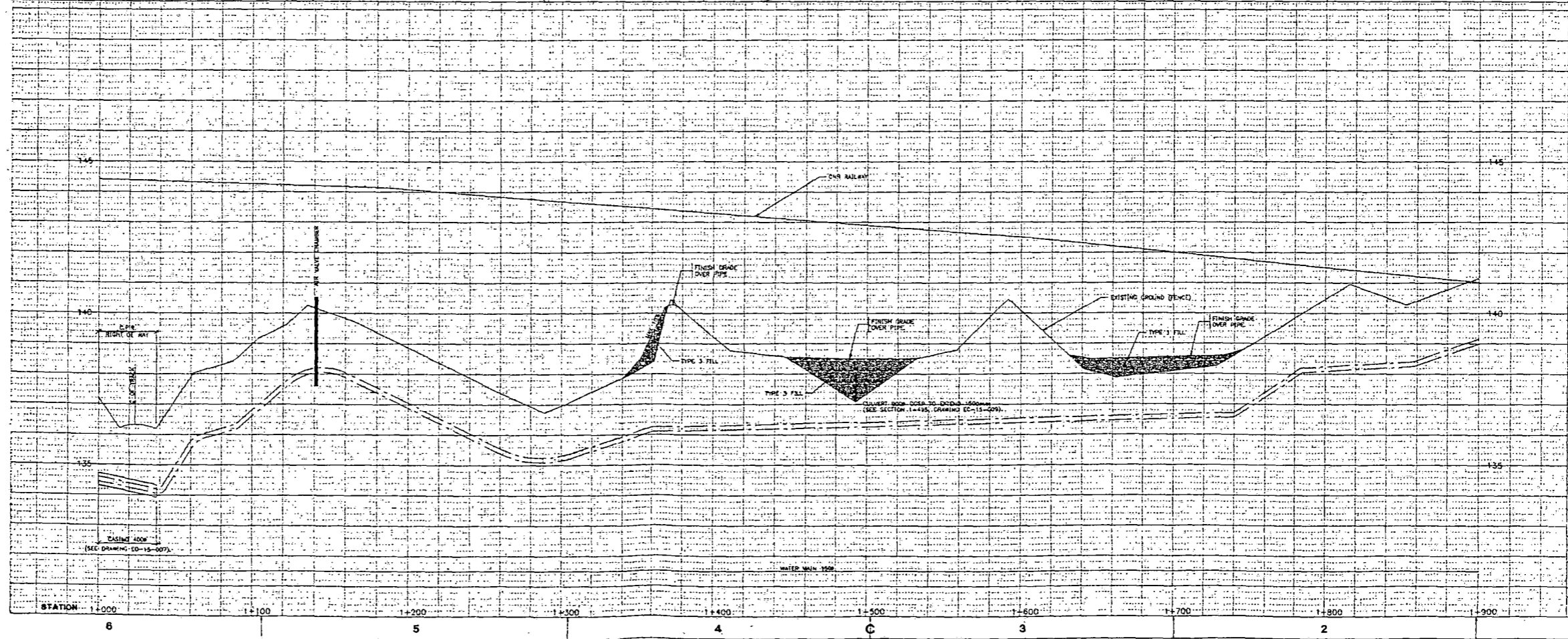
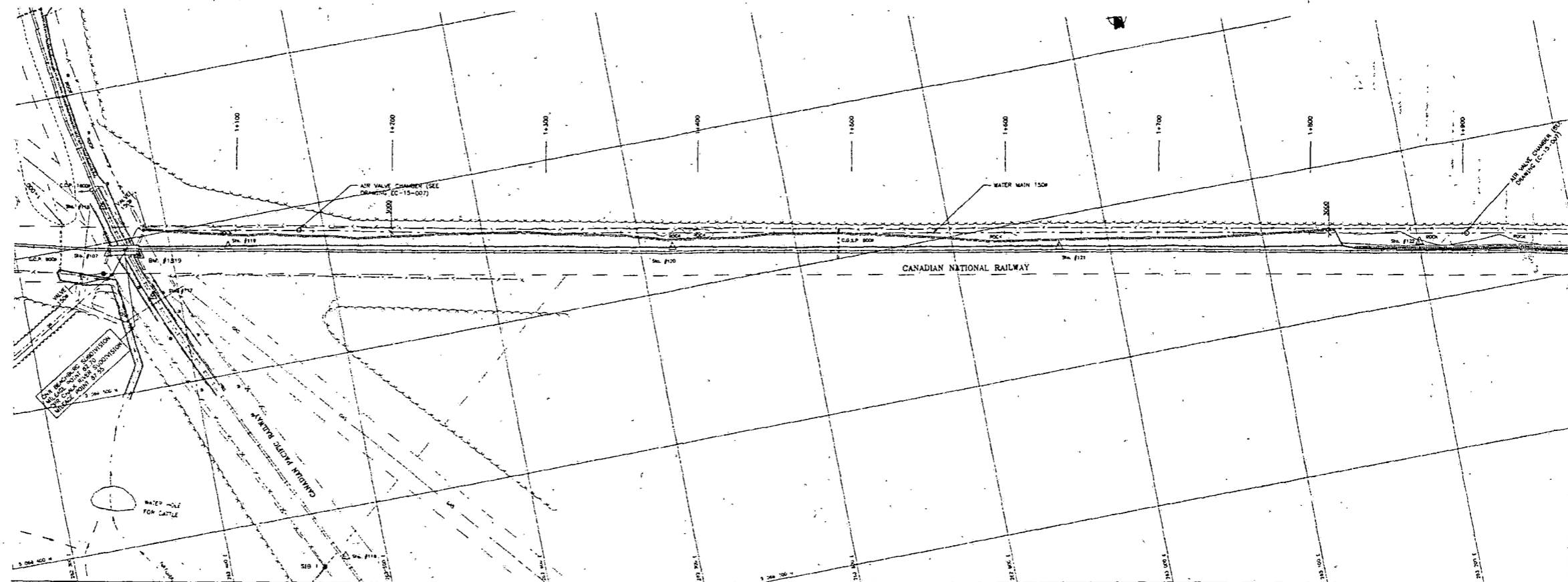
SCHEDULE 'B'

INDEX TO SCHEDULE 'B'

	Page
RBW drawing EC-15-001.....	1
RBW drawing EC-15-002.....	2
RBW drawing EC-15-003.....	3
RBW drawing EC-15-004.....	4
RBW drawing EC-15-005.....	5
RBW drawing EC-15-006.....	6
RBW drawing EC-15-007.....	7



REVISIONS	NO	DATE	DESCRIPTION
	P1	05/18/03	SEE CLEARING MODIFIED
	P2	05/22/03	
	P3	05/12/03	WORK LINEY MODIFIED
	P4	05/20/03	
	P5	05/29/03	FOR TACK
	P6	05/29/03	
	P7	06/04/04	FOR INFORMATION
	P8	06/04/04	
	P9		DESCRIPTIONS
	P10		
	P11		
	P12		
<p>MacMillan Bloedel Pembroke Limited Partnership</p> <p>MEDIUM DENSITY FIBERBOARD PLANT PEMBROKE, ONTARIO</p>			
<p>WATER MAIN (OFF SITE) PLAN AND PROFILE STATION 0+520 @ 1+000</p>			
DESIGNED BY	DRAWN BY	CHECKED BY	DATE
R. BOUCHARD	S. DUSSAULT	B. LAPIERRE	05/08/04
SCALE	DATE		
1 : 1000 / 1 : 50	05/08/04		
PROJECT #	DRAWING #		
17600	EC-15-001	P3	



NO.	DATE	DESCRIPTION
1	95/09/22	FOR CHECK
2	95/08/04	FOR INFORMATION
3	95/08/04	FOR INFORMATION
4	95/08/04	FOR INFORMATION
5	95/08/04	FOR INFORMATION
6	95/08/04	FOR INFORMATION
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10, Kingsbridge Garden Circle, Suite 403

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MacMillan Bloedel

Pembroke Limited Partnership

PROJECT

 MEDIUM DENSITY FIBREBOARD PLANT

 PEMBROKE, ONTARIO

DATE

 WATER MAIN (OFF SITE)

 PLAN AND PROFILE

 STATION 1+000 @ 1+900

DESIGNED BY

 R. BOUCHARD

CHECKED BY

 S. DUSSAULT

DATE

 95/03/04

PROJECT NO.

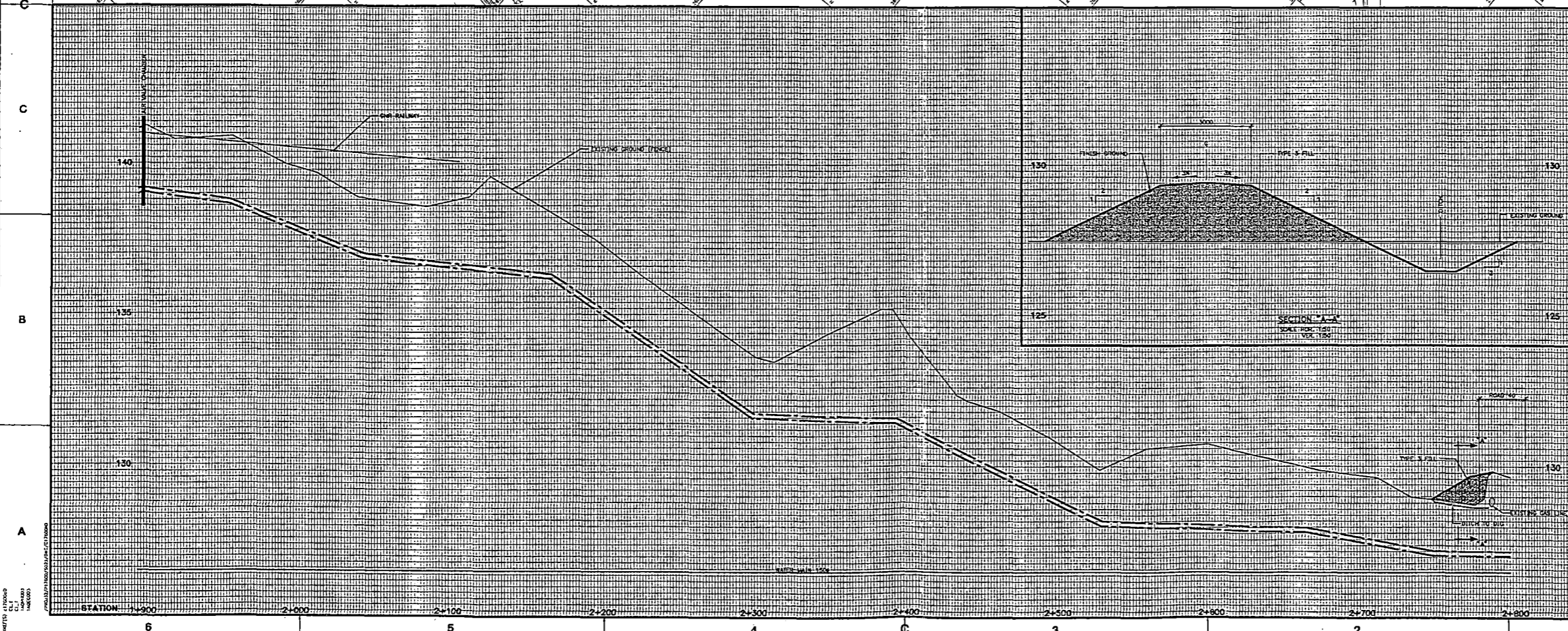
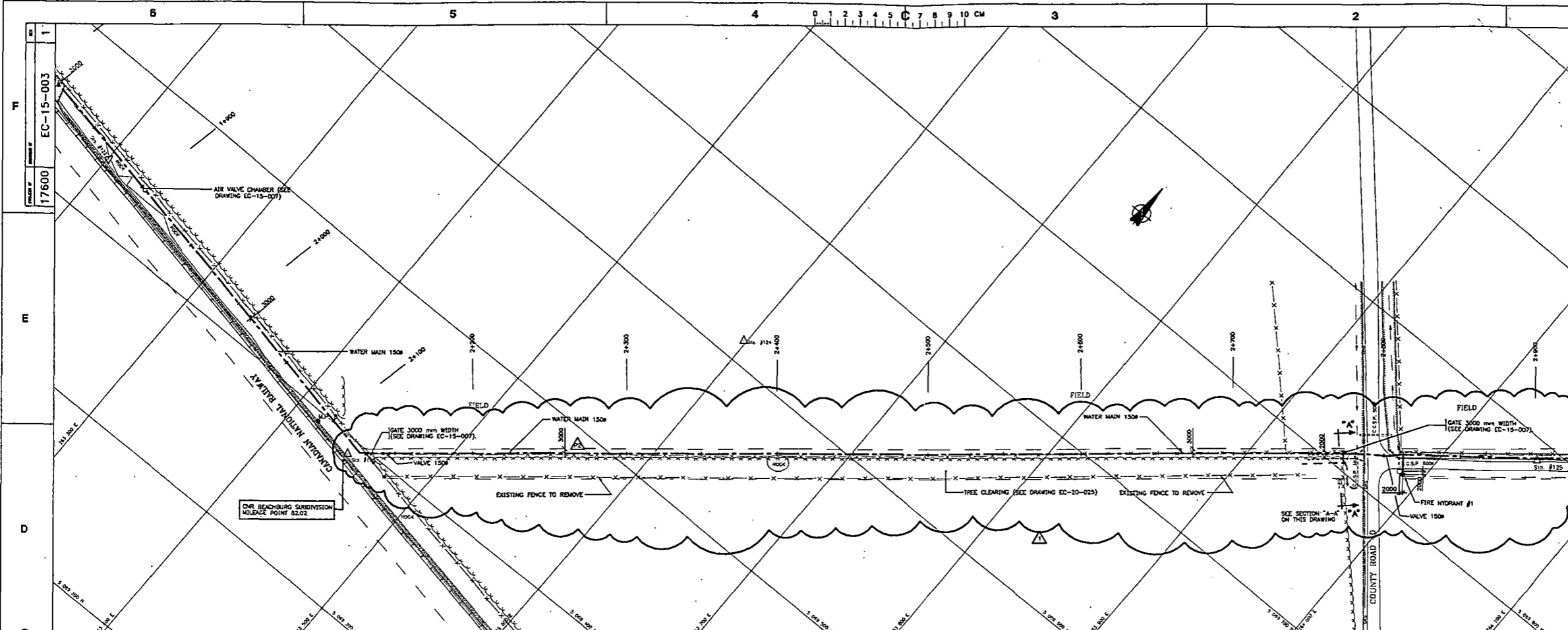
 17600

DRAWING NO.

 EC-15-002

REV.

 P1

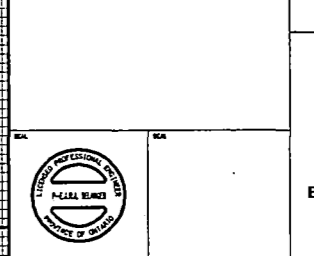


REFERENCE DRAWINGS

NO.	DESCRIPTION

REVISIONS

1	09/11/04	ROAD ALLOWANCE CORRECTED FROM PLAN OF SURVEY (DODD & WATSON S.L.S.)
2	01/11/05	ISSUED FOR CONSTRUCTION
3	05/16/06	WATER MAIN AND ACCESS ROAD RELOCATED. TREE CLEARING MODIFIED AND FIRE HYDRANT #1 ADDED.
4	04/09/06	FOR TENDER
5	04/06/06	FOR INFORMATION
6	04/06/06	DESCRIPTIONS
7	04/06/06	



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MacMillan Bloedel Pembroke Limited Partnership
 MEDIUM DENSITY FIBREBOARD PLANT
 PEMBROKE, ONTARIO

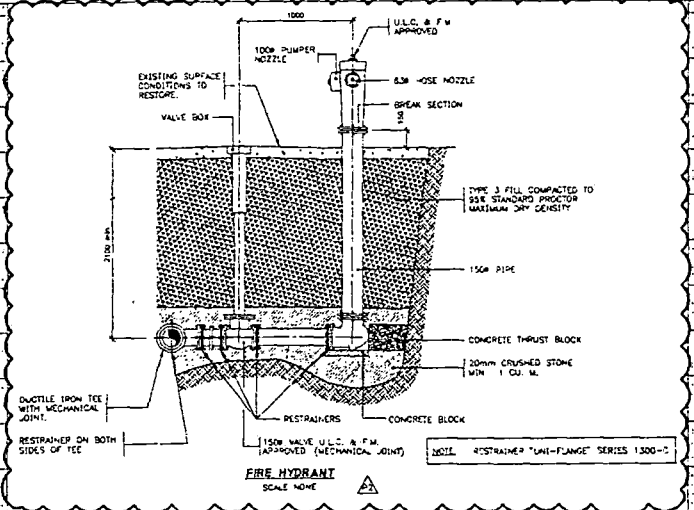
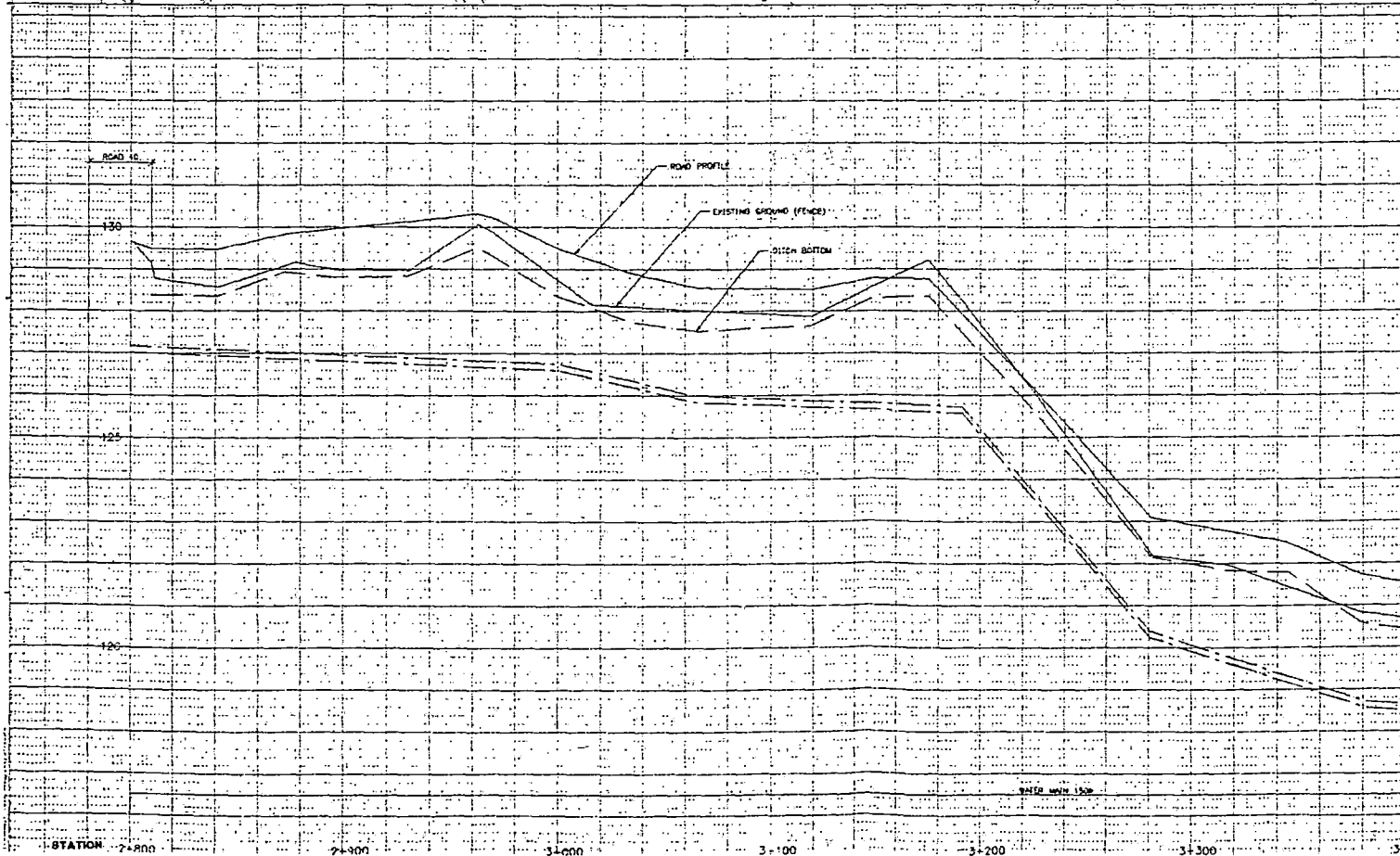
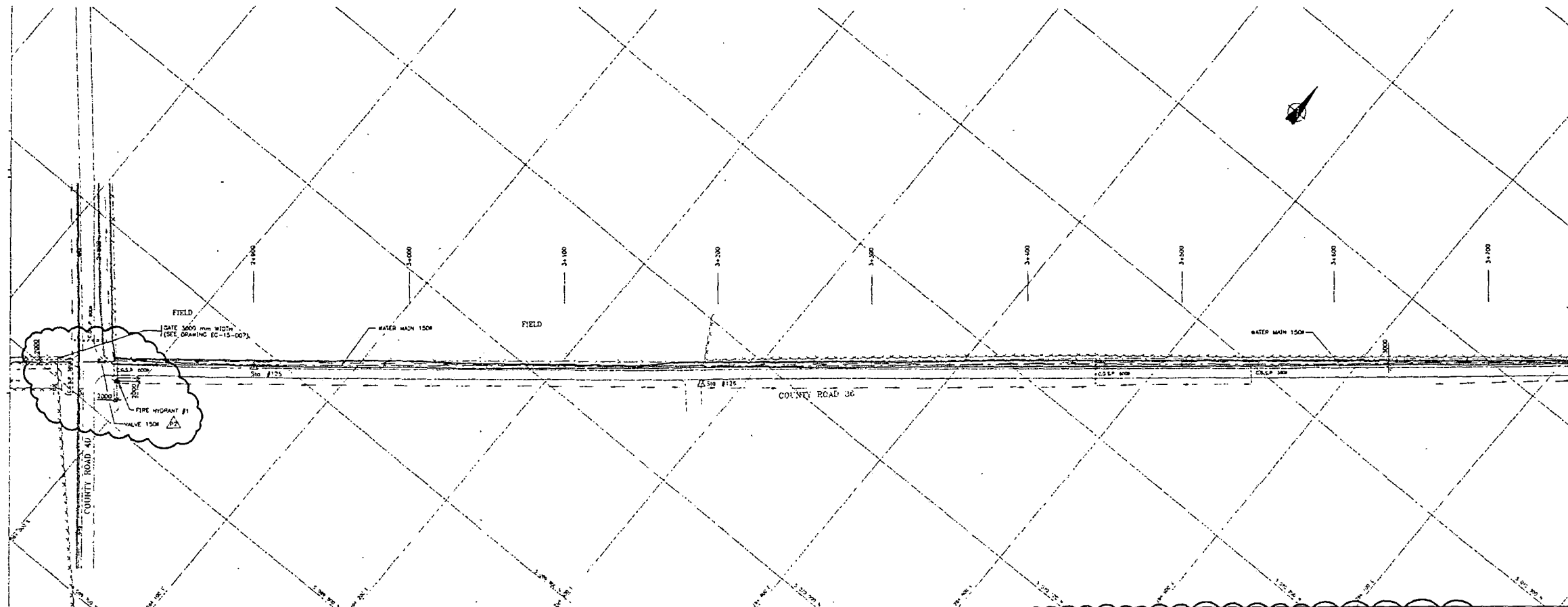
**WATER MAIN (OFF SITE)
 PLAN AND PROFILE
 STATION 1+900 @ 2+800**

DESIGNED BY: R. BOUCHARD
 CHECKED BY: S. DUSSAULT, B. LAPIERRE

1 : 1000 / 1:50
 HOR. / VERT.

DATE: 95/08/04

PROJECT NO.: 17600 DRAWING NO.: EC-15-003 SHEET NO.: 1



NO.	DATE	DESCRIPTION
1	85/12/30	FIRE HYDRANT #1 ADDED
2	85/12/30	FOR FENCE*
3	85/12/30	FOR INFORMATION
4	85/12/30	DESCRIPTIONS

NO.	DATE	DESCRIPTION
1	85/12/30	FIRE HYDRANT #1 ADDED
2	85/12/30	FOR FENCE*
3	85/12/30	FOR INFORMATION
4	85/12/30	DESCRIPTIONS

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MacMillan Bloedel

 Pembroke Limited Partners

 MEDIUM DENSITY FIBREBOARD PLANT

 PEMBROKE, ONTARIO

WATER MAIN (OFF SITE)

 PLAN AND PROFILE

 STATION 2+800 @ 3+700

DRAWN BY: R. BOUCHARD

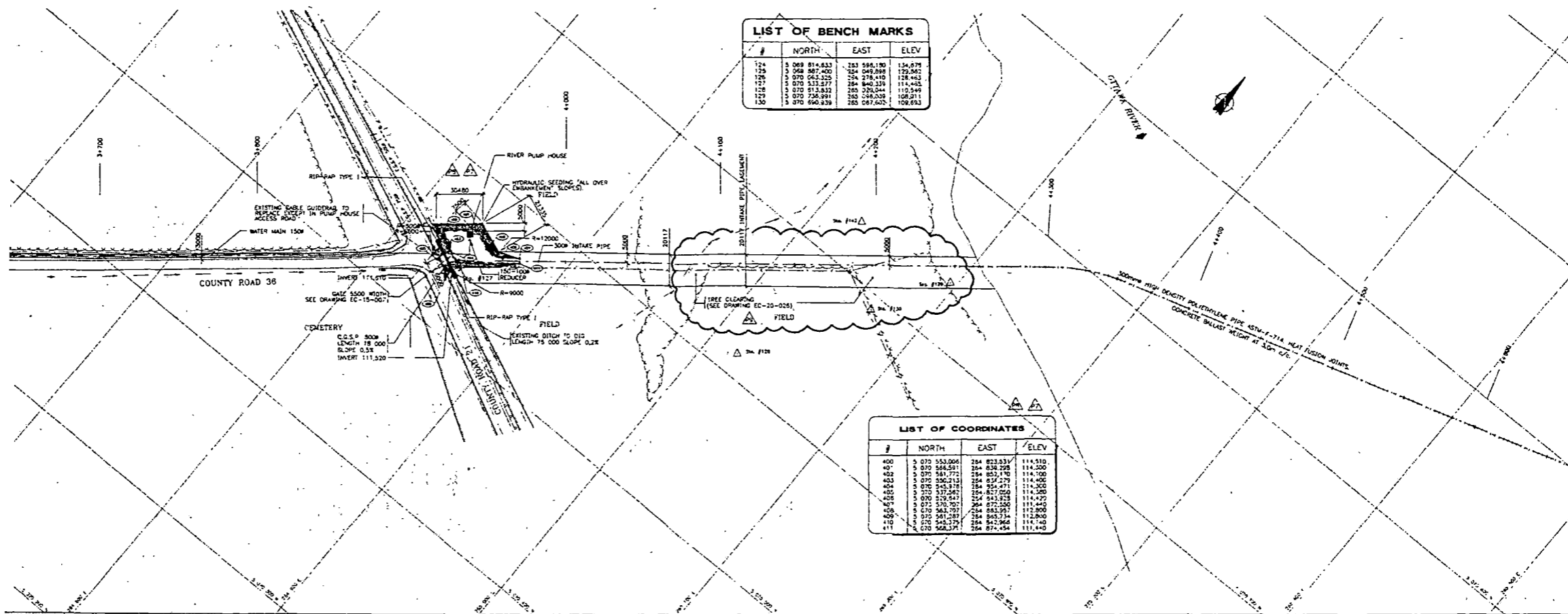
 CHECKED BY: S. DUSSAULT

 DATE: 95/08/04

 SCALE: 1:1000 / 1:50

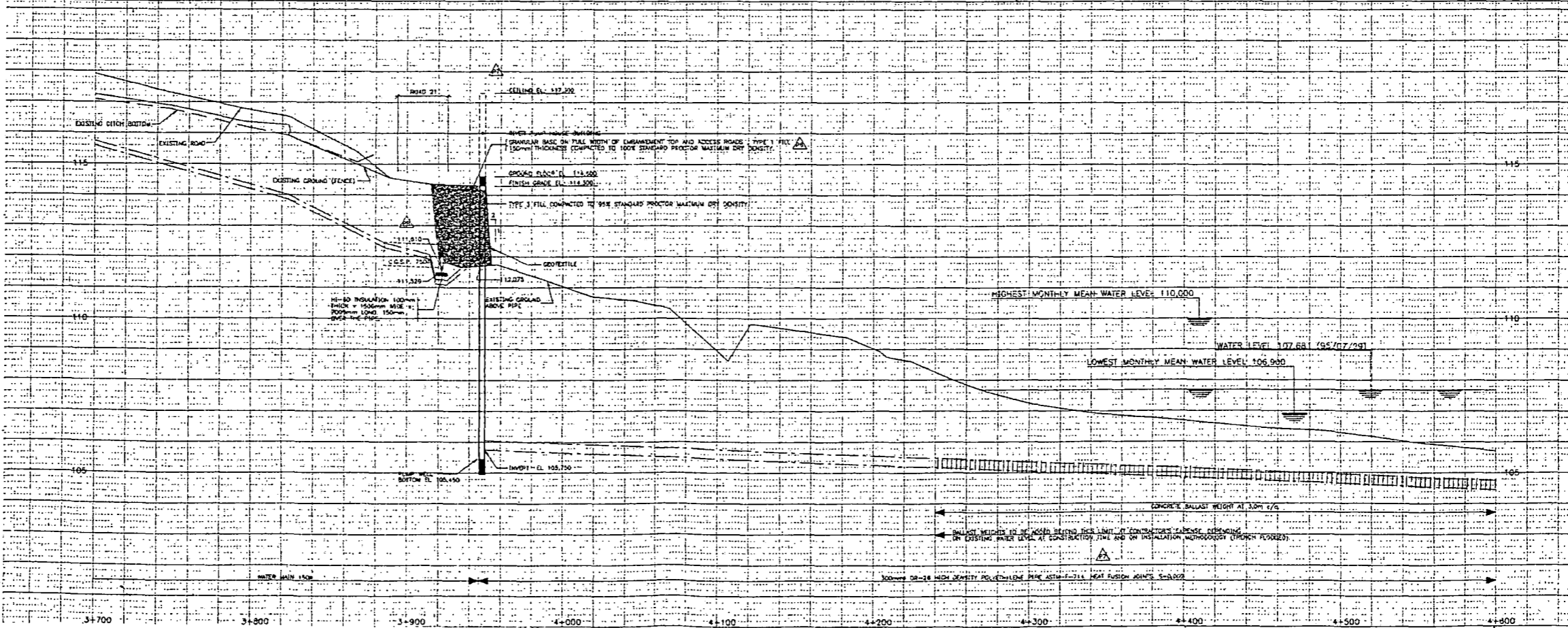
 PROJECT NO: 17600

 DRAWING NO: EC-15-004



LIST OF BENCH MARKS			
#	NORTH	EAST	ELEV
124	814.633	253 586.190	154.879
125	887.400	254 049.288	129.502
126	063.329	256 218.410	128.463
127	513.277	254 840.339	114.435
128	513.832	249 328.044	112.449
129	728.991	253 738.538	108.211
130	560.939	252 097.622	109.693

LIST OF COORDINATES			
#	NORTH	EAST	ELEV
400	553.096	254 823.231	114.510
401	544.551	254 838.208	114.200
402	541.772	254 853.170	114.100
403	550.513	254 877.278	114.400
404	545.378	254 857.471	114.300
405	547.649	254 872.094	114.200
406	527.547	254 941.228	114.472
407	526.707	254 870.500	114.400
408	543.197	254 885.731	112.800
409	541.297	254 885.731	112.800
410	543.172	254 874.454	114.400
411	543.172	254 874.454	114.400



NO.	DATE	DESCRIPTION
1	95/07/31	TREE CLEARING COMPLETED
2	95/07/31	PUMP HOUSE AND WATER MAIN PIPE RELOCATED
3	95/07/31	PUMP HOUSE AND WATER MAIN PIPE IDENTIFIED AND RELOCATED
4	95/07/31	FOR TENDER
5	95/07/31	FOR INFORMATION
6	95/07/31	ACCESS ROAD AND RIGHT OF WAY ADJUSTED
7	95/07/31	FOR INFORMATION
8	95/07/31	ACCESS ROAD AND RIGHT OF WAY ADJUSTED
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10, Kingsbridge Gardens Drive Suite 403
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 Tel: (905) 718-8343 Fax: (905) 718-8340

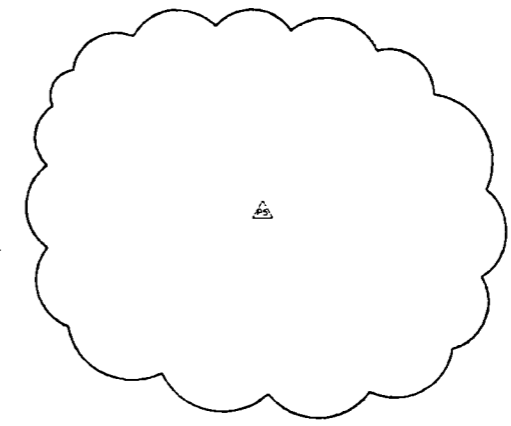
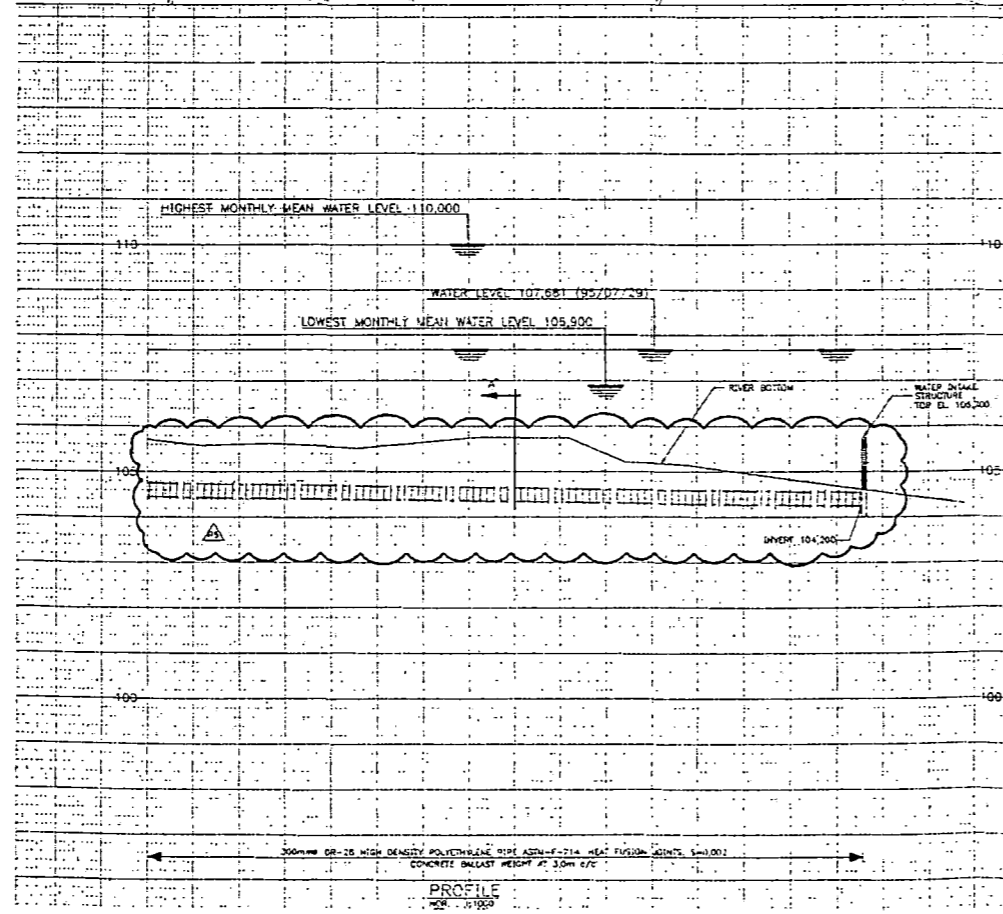
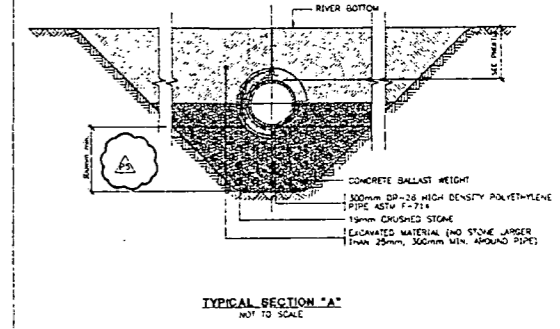
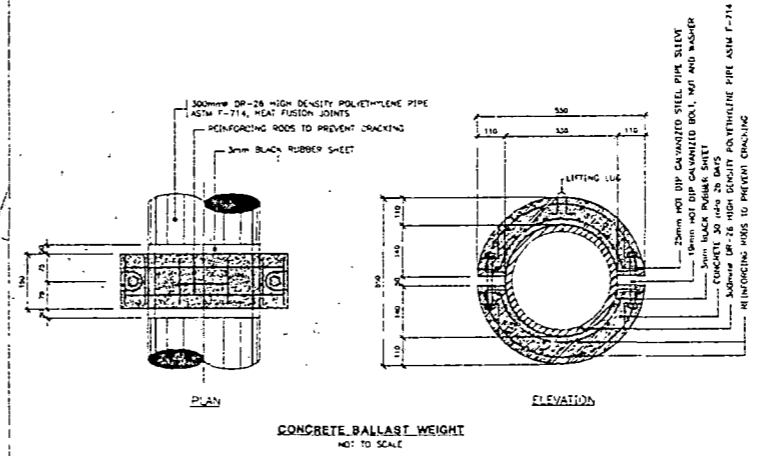
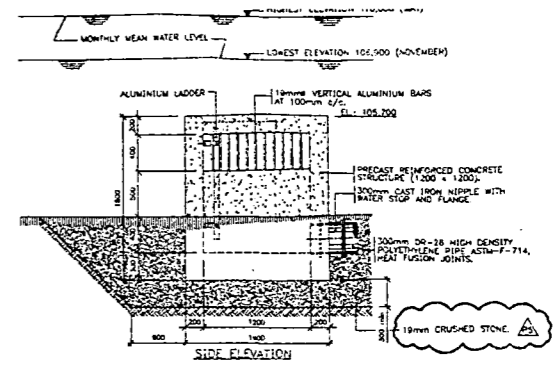
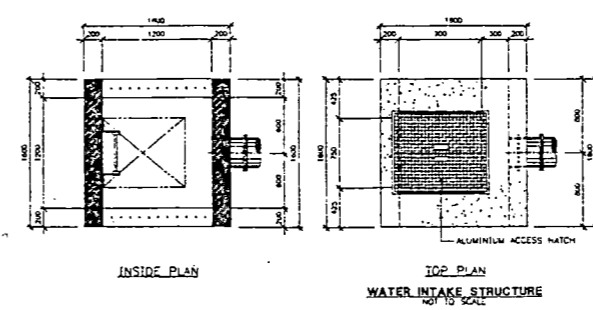
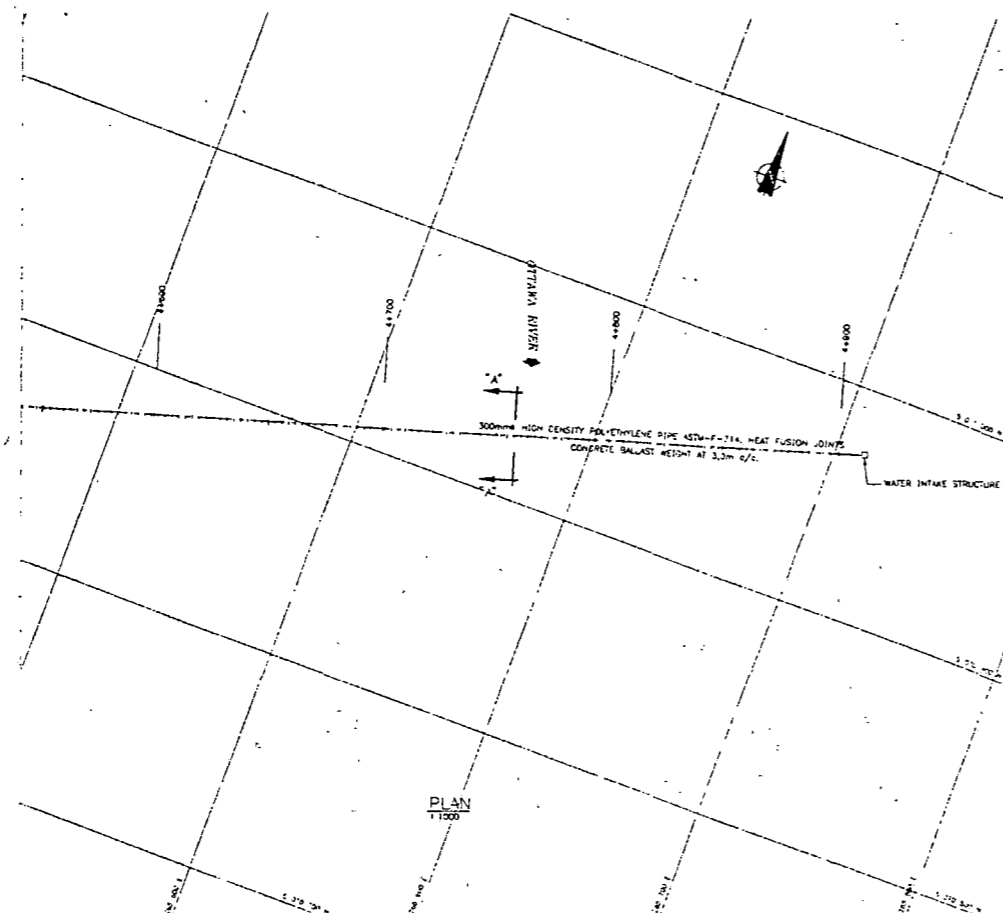
**MacMillan Bloedel
 Pembroke Limited Partnership**

MEDIUM DENSITY FIBREBOARD PLANT
 PEMBROKE, ONTARIO

**WATER MAIN (OFF SITE)
 PLAN AND PROFILE
 STATION 3+700 @ 4+600**

DRAWN BY: R. BOUCHARD
 CHECKED BY: S. DUSSAULT
 DATE: 95/08/04

PROJECT NO: 17600
 DRAWING NO: EC-15-005
 SHEET NO: P9



NO.	DATE	DESCRIPTION
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RBW GROUP
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MacMillan Bloedel
Pembroke Limited Partnership

MEDIUM DENSITY FIBREBOARD PLANT
PEMBROKE, ONTARIO

WATER MAIN (OFF SITE)
PLAN, PROFILE AND DETAILS
STATION 4+600 @ 4+915

DESIGNED BY: J.P. CHAMPAGNE
CHECKED BY: J. CLOUTIER
DRAWN BY: B. LAPIERRE

SCALE: AS INDICATED
DATE: 93/08/04

PROJECT NO: 17600
DRAWING NO: EC-15-006
SHEET NO: P5

SCHEDULE 'C'

WORKS TO BE PROVIDED

1. Water Works:
 - Water Intake
 - Water Pumping Station (Pump House)
 - Process Water Supply Line 150 mm o
(See Note 1. below)
 - Fire Hydrant
2. Restoration:
 - Fencing and Gates
(See Note 2. below)
 - Tree Planting
(See Note 3. below)
 - Drainage and Culverts
 - Disposal of Grubbing Material
and Blasted Rock

NOTE 1.:

Notwithstanding anything contained in Schedule 'B', the centreline of the water supply line to be constructed on the unopened road allowance between the CNR right-of-way and County Road 40, Section A on Schedule 'F', shall be located 3 metres, measured perpendicularly from the northerly limit of the road allowance.

NOTE 2.:

Following construction of the process water supply line, new fencing shall be installed on Sections A, B and C of the road allowance shown on Schedule 'F' as follows:

- i) Section A - new fencing to be located on the southern boundary of the road allowance;
- ii) Section B - new fencing to be located on the northerly boundary of the road allowance;
- iii) Section C - new fencing to be located at the centreline of the road allowance.

NOTE 3.:

Tree planting to be performed on portion of road allowance, Section C on Schedule 'F', adjacent to Ottawa River, approximately one-half acre.

SCHEDULE "D"

COST OF WORKS FOR WHICH SECURITY IS TO BE PROVIDED

A. WATER WORKS

1. Fire Hydrant \$3,000.00

B. RESTORATION

1. Fencing and Gates \$10,000.00

2. Tree Planting \$500.00

3. Drainage and Culverts \$5,000.00

4. Disposal of Grubbing Material and Blasted Rock \$10,000.00

5. Contingency \$20,000.00

C. OTHER

1. Administration \$1,500.00

TOTAL \$50,000.00

SCHEDULE "E"

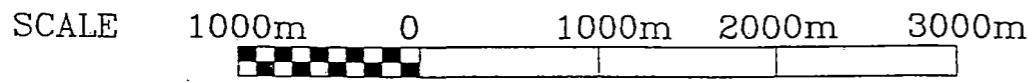
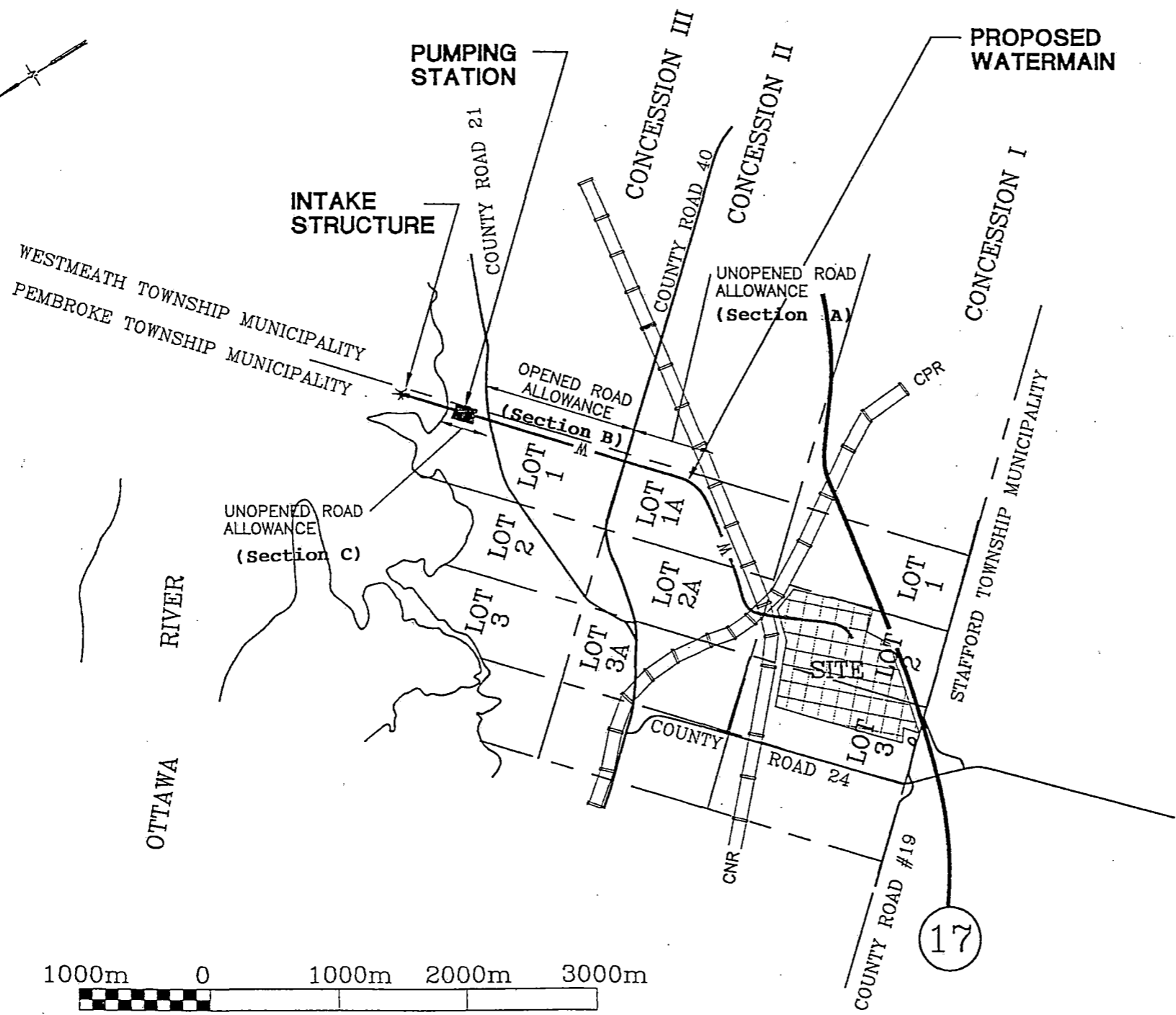
TIME SCHEDULE FOR WORKS

1. WATER WORKS

Water works listed in Schedule "C" shall be completed within eighteen (18) months of the date of this Agreement. Notwithstanding, subject to the approval of the Township Engineer, this time period may be extended to accommodate any works delayed due to adverse seasonal weather conditions.

2. RESTORATION

Restoration works listed in Schedule "C" shall proceed concurrently with the construction of the said water works and shall be completed within twenty-four (24) months of the date of this Agreement. Notwithstanding, subject to the approval of the Township Engineer, this time period may be extended to accommodate any works delayed due to adverse seasonal weather conditions.



NO.	DATE	BY	REVISIONS



JANOTA PATRICK & ASSOCIATES LTD.
 Engineers • Planners • Architect
 955 MacKay Street, Pembroke, Ontario K8B 1A2

DESIGNED S.P.B.
DRAWN J.K.B.
CHECKED S.P.B.
APPROVED D.R.P.
SCALE AS SHOWN

FDEV CORPORATION
 PART OF LOTS 2 AND 3 CONCESSION 1
 TOWNSHIP OF PEMBROKE
 COUNTY OF RENFREW
WATERMAIN

DATE OCT 26 1995
PROJECT 95008-7
PLOTTED OCT 26 1995
DRAWN
1
BY LAM, DMC