

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 98-⁰⁸~~08~~

A By-Law to enter into an agreement with MacMillan Bloedel re supply of water.

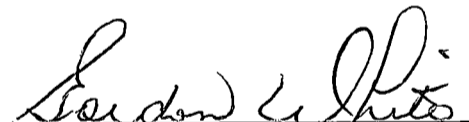
WHEREAS:

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 Pembroke Limited Partnership for supply of water.

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 Pembroke Limited Partnership for supply of water to the Westmeath Industrial Park.
- 2) That the two parties will negotiate a price for the purchase of water and the revenue derived therefrom shall be shared with MacMillan Bloedel Pembroke Limited Partnership on a 25% to the Township of Westmeath and 75% to MacMillan Bloedel Pembroke Limited Partnership.
- 3) 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 4th day of March, 1997.


Reeve


Clerk

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0424577

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
RENFREW (49) PEMBROKE

'98 SEP 25 AM 10 38

M. D. Ballantyne

LAND REGISTRAR / REGISTRATEUR

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 6 pages
(3) Property Identifier(s)	Block	Property
Additional: See Schedule <input type="checkbox"/>		
(4) Nature of Document Agreement		
(5) Consideration		
Dollars \$		
(6) Description		
Part of Lot 1 Concession 3, Geographic Township of Pembroke, now in the Townships of Stafford and Pembroke, County of Renfrew, designated as Part 1 on 49R-12797.		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:

Declaration under Section 24 of the Registry Act.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

by its Clerk-Treasurer, Randi Keith

Randi Keith

1998 09 24

(11) Address for Service Westmeath Ontario K0J 2L0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

MACMILLAN BLOEDEL PEMBROKE LIMITED PARTNERSHIP

(13) Address for Service 777 Mud Lake Road, Pembroke, Ontario K8A 6W4

(14) Municipal Address of Property

777 Mud Lake Road
Pembroke, Ontario

(15) Document Prepared by:

D.A. O'BRIEN
HUCKABONE, SHAW, O'BRIEN
RADLEY-WALTERS & REIMER
Post Office Box 487
Pembroke, Ontario K8A 6X7
43-621

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Fees and Tax	
Registration Fee	
Total	

REGISTRY ACT

DECLARATION UNDER SECTION 24 of the ACT

I, **RANDI KEITH**, of the Township of Westmeath, in the County of Renfrew, DO SOLEMNLY DECLARE that:

I am the Clerk-Treasurer of the Municipal Corporation of the Township of Westmeath, one of the parties to the Agreement dated February 23 1998 made between MacMillan Bloedel Pembroke Limited Partnership and The Municipal Corporation of the Township of Westmeath which affects the following lands:

Part of Lot 1 Concession 3, Geographic Township of Pembroke now in the Townships of Stafford and Pembroke, County of Renfrew, designated as Part 1 on 49R-12797.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the)
City of Pembroke, in the)
County of Renfrew, this)
^{24th} ~~23rd~~ day of September)
A.D. 1998)



RANDI KEITH



A Commissioner, etc.

ANNA MAUREEN YUKE, a Commissioner, etc.,
Country of Renfrew, for Huckabone, Shaw, O'Brien,
Radley-Walters & Reimer, Barristers and Solicitors.
Expires December 29, 1998.

This Agreement made this 23rd., day of February, 1998

BETWEEN:

MACMILLAN BLOEDEL PEMBROKE LIMITED PARTNERSHIP

hereinafter called "MBPLP"
of the FIRST PART

-AND-

**THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF WESTMEATH**

hereinafter called "Westmeath"
of the SECOND PART

WHEREAS MBPLP has made arrangements for the construction of a water supply line, (the Line) and a pumping station (collectively called the System) for the purpose of supplying non-potable water from the Ottawa River to its plant site located in Lots 2 and 3, Concession 1, Township of Pembroke, County of Renfrew, (the Plant) pursuant to an agreement dated the 31st. day of October, 1995, made between MBPLP of the first part, the Corporation of the Township of Pembroke of the second part, and the Corporation of the Township of Westmeath of the third part, (the Process Water Agreement).

AND WHEREAS the Line is located in part on the road allowance between the Townships of Westmeath and Pembroke, which abuts the Township of Westmeath Industrial Park in Lot 27, Concession B, Township of Westmeath.

AND WHEREAS the System was originally designed to meet the water supply requirements of MBPLP, namely a flow rate of 130 gallons per minute.

AND WHEREAS in this agreement flow rates are based on a continuous flow, 24 hours per day, 365 days per year, expressed in imperial gallons.

AND WHEREAS Westmeath wishes to make arrangements for the supply of water to its Industrial Park on the basis hereinafter mentioned which requires an enhancement of the System.

AND WHEREAS Westmeath has agreed that it will arrange with the construction contractor for the necessary enhancement of the System at Westmeath's expense.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of TWO-----(\$2.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; the parties hereto hereby agreed as follows:

1. Westmeath agrees that it will, at its expense, (the Westmeath Costs):
 - a) arrange for the enhancement of the System so that the pumping capacity thereof, shall be increased from a flow rate of 130 gallons per minute to a flow rate of 160 gallons per minute;
 - b) arrange for the installation and maintenance of a take-off valve, and lateral line leading to the Westmeath Industrial Park. Such take-off valve shall be designed and used to ensure that the flow of water to the lateral line will be restricted to a maximum flow rate of 30 gallons per minute at any time.
 - c) install and maintain a meter which will measure and record the quantity of water pumped to the Westmeath Industrial Park from the System.

2. MBPLP agrees to allow Westmeath to draw water from the Line at a maximum flow rate of 30 gallons per minute, provided always that the taking of water by Westmeath shall not be allowed to interfere with the ability of MBPLP to draw water from the Line at the flow rate of 130 gallons per minute, it being understood and agreed that MBPLP shall have absolute priority in the taking of water to the extent of 130 gallons per minute.

3. Westmeath hereby acknowledges, represents, warrants, and covenants, as the case may be, as follows:
 - a) that it has satisfied itself, as a result of its arrangements with the construction contractor, that the System has been or will be designed and constructed to a standard which will produce a flow rate of at least 160 gallons per minute and that there is no representation or warranty on the part of MBPLP, that the System will achieve or sustain such a flow rate;
 - b) that the water to be pumped from the System is non-potable and that there is no warranty or representation as to the quality of the water or its fitness for any use which might be contemplated by Westmeath;
 - c) that it will be responsible to satisfy any permitting or licensing requirements which may be applicable to the drawing of water by the Township of Westmeath.

4. MBPLP will be responsible for the operation and maintenance of the System and will use all reasonable efforts to maintain the System in operating condition.

5. In order to defray its fair share of the operating costs of the System, Westmeath agrees that any water drawn from the System by it will be sold, at fair market value, as determined by Westmeath, acting reasonably. The revenue derived therefrom shall be shared with 75% being paid to MBPLP and 25% to Westmeath. Such revenue sharing shall continue until such time as Westmeath has recovered the Westmeath Costs whereupon

the division of revenue shall be re-negotiated and mutually agreed upon, and failing mutual agreement shall be decided by arbitration, pursuant to the provisions of the Arbitrations Act of Ontario.

6. Westmeath covenants that it will maintain in good working condition the restriction valve hereinbefore referred to and will ensure that the flow of water to Westmeath will be limited to a maximum of 30 gallons per minute. Westmeath further agrees to install and maintain the meter hereinbefore referred to for the purpose of measuring such flow and to provide MBPLP with quarter-yearly reports, within 30 days of the end of each quarter, certifying the amount of water taken by Westmeath from the System. Payments by Westmeath to MBPLP shall be made concurrently with the delivery of such reports.
7. Each of the parties shall be excused from performance of any of its obligations to the extent prevented from performance by any event of "Force Majeure", which, for the purpose of this agreement shall mean acts of God, strikes, walkouts, lockouts, or other labour disputes, wars, insurrections, riots, natural disasters, landslides, lightning, earthquakes, fires, storms, floods, civil disturbances, explosions, shortages of supplies, interruption in hydro supply or breakdown of equipment, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority or any other similar causes beyond the control of either party.
8. Westmeath acknowledges that the arrangements in its favour allowing for the drawing of water from the System as set out herein will not result in a benefit to MBPLP and therefore, Westmeath agrees to indemnify and save harmless MBPLP from and against all costs, losses, damages or expenses suffered or incurred by MBPLP, (including reasonable legal fees) in any manner whatsoever, arising out of or relating to the drawing of water from the System or the sale thereof by Westmeath, including without limitation, any matters relating to the quality or quantity of such water, or any disruption in the flow thereof.
9. This agreement shall remain in force until the 31st. day of October, 2094, provided however that this agreement will be terminated earlier:
 - a) in the event that the Corporation of the Township of Pembroke terminates The Water Process Agreement in accordance with the termination provision contained therein,
 - b) at the option of MBPLP, in the event that the Plant discontinues operating for a period exceeding twelve consecutive months.

In the event of early termination, MBPLP agrees that it will, at the request of Westmeath, convey the pumping station to Westmeath for the nominal sum of TWO---(\$2.00) Dollars, subject to the right of MBPLP to a reconveyance of the same for nominal consideration at any time up to October 31st., 2094, upon entering into a new agreement on terms substantially similar to the terms of the agreement.

10. 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 MBPLP:
777 Mud Lake Road
PEMBROKE, ON K8A 6W4

For Westmeath:
GENERAL DELIVERY
WESTMEATH, ON K0J 2L0

11. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and assigns.

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

MACMILLAN BLOEDEL PEMBROKE LIMITED PARTNERSHIP
by its General Partner
MACMILLAN BLOEDEL LIMITED

Per: G.G. Whitelaw
G.G. Whitelaw
General Mgr.

I HAVE AUTHORITY TO BIND THE CORPORATION

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WESTMEATH

Per: Gordon White
Reeve, Gordon White

Per: Randi Keith
Clerk, Randi Keith

WE HAVE AUTHORITY TO BIND THE CORPORATION