

THE CORPORATION OF
TOWNSHIP OF WHITEWATER REGION

BY-LAW NUMBER 13-07-638

A By-Law authorizing the Township to enter into a Servicing Agreement with Greg and Cathy Regier

WHEREAS Greg and Cathy Regier are the owners of PT LT 9 CON 4 EML, WESTMEATH, NOW THE TOWNSHIP OF WHITEWATER REGION;

AND WHEREAS Greg and Cathy Regier have applied to the County of Renfrew for consent approval of residential lot File Numbers B81/12(1) and B82/12(2) and such approval dated the 15th day of August, 2012 have been granted subject to the execution and registration of a Servicing Agreement between the Owner and the Township be on title;

AND WHEREAS Section 53(12) of the Planning Act, R.S.O. 1990, c.P.13, affords council the same powers with respect to a consent as the approval authority has with respect to an approval of a plan of subdivision under Section 51 (25) of the Planning Act;

AND WHEREAS Section 51(26) of the Planning Act provides for the Municipality to enter into an Agreement as a condition of the approval of subdivision of a lot which Agreement may be registered on title and is enforceable by the Municipality against all subsequent purchases of the land;

AND WHEREAS Greg and Cathy Regier have asked the Council of the Corporation of the Township of Whitewater Region to enter into a Servicing Agreement to ensure that the lots be serviced with municipal water;


NOW THEREFORE the Council of the Corporation of the Township of Whitewater Region hereby ENACTS AS FOLLOWS:

1. **THAT** The Corporation of the Township of Whitewater Region enter into a Servicing Agreement with Greg and Cathy Regier, which agreement is attached and marked as Schedule "A" to this By-law.
2. **THAT** the Council of the Township of Whitewater Region hereby authorize the execution of the Servicing Agreement.
3. **THAT** the Mayor and CAO/Clerk be authorized to execute the said Servicing Agreement together with all documents relating thereto, and further, to make such other motions as may be necessary to complete this matter.


THIS BYLAW shall come into effect upon the passing thereof and subsequent registration at the Land Registry Office for the Registry Division for the County of Renfrew.

All By-Laws or parts of By-Laws previously passed that are inconsistent with the provisions of By-Law 13-07-638 are hereby repealed.

Passed this 17th day of July, 2013.



Jim Labow, MAYOR



Christine FitzSimons, CAO/CLERK



LAWYERS

F. Allan Huckabone, Q.C. (Retired)
Matthew J. Bradley
Dwight Montgomery

Delbert A. O'Brien, Q.C., Juris D. (Retired)
Tracy Lyle

M.Wm. Instance
Mark Huckabone

July 16, 2013

Please Reply To **PEMBROKE** Office
E-Mail: williami@hsolawyers.com
Direct Line 613-735-2345
Ext. 322

Corporation Of The Township Of Whitewater Region
Attention: Ms. Annette Mantifel
P.O. Box 40
44 Main Street
Cobden, Ontario
K0J 1K0



Dear Ms. Mantifel:

RE: GREG & CATHY REGIER - SEVERANCE APPLICATION

Enclosed please find a copy of a letter we received from Bruce Leach's office together with four copies of the Agreement for the Township's review and signature.

I look forward to hearing from you in this matter.

Yours very truly,

M.W. Instance

MWI/cee
Enclosure

R. BRUCE LEACH, Honours B.A., L.L.B.
BARRISTER, SOLICITOR AND NOTARY PUBLIC

P.O. Box 546
Pembroke, Ontario K8A 6X7

Pembroke Office:
256 Nelson Street
Telephone: 613-735-1013
Fax: 613-732-8825

Cobden Office:
Main Street

July 15, 2013

Huckabone, O'Brien, Instance, Bradley, Lyle
Barristers and Solicitors
284 Pembroke Street East
P. O. Box 487
Pembroke, Ontario
K8A 6X7

RECEIVED JUL 15 2013

Attention: M. W. Instance

Dear Mr. Instance:

RE: Greg and Cathy Regier
- Severance Application

Further to our earlier correspondence in connection with the above-noted matter, we enclose herewith four signed copies of the agreement. You will note that the plan has not yet been registered. We have also e-mailed a copy of the signed agreement to Annette at the Township.

Thank you.

Yours very truly,

R. BRUCE LEACH

Per:


Robert B. Sheppard

/lr

Encs.

Schedule A
to By-law 13-07-638

THIS AGREEMENT made this 13th day of June, 2013.

B E T W E E N:

GREGORY L. J. REGIER and
CATHY REGIER

Hereinafter referred to as the "Owner"
OF THE FIRST PART

and:

CORPORATION OF THE TOWNSHIP OF
WHITEWATER REGION

Hereinafter referred to as the "Township"
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the lands described in Schedule "A" attached hereto.

AND WHEREAS the Owner is in the process of obtaining a severance for two residential lots and it is a condition of the severance that the Owner enter into a servicing agreement with the Township to ensure that the lots will be serviced with municipal water.

AND WHEREAS the Owner has requested receiving municipal water service for the lands described in Schedule "A" attached hereto.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed to by each of the parties hereto, the parties hereto covenant and agree as follows:

1. The Township hereby grants to the Owner a license for a private connection to the Township water distribution pipe at the property line upon the following terms and conditions:
 - a) that the private connection and all works and appurtenances relating thereto shall be installed strictly in accordance with the requirements of the Ontario Ministry of the Environment and to the satisfaction of the Township;
 - b) that a back-flow valve of specifications approved by the Township, together with all piping, related works and appurtenances, be installed at the expense of the Owner;
 - c) that all such installations and connections shall be supervised by the Township;

- d) that each connection shall have the following devices installed at the expenses of the Owner;
 - i) Dual check valve (“Watts 009 or equivalent) or reduced pressure device (“Watts” 909 or equivalent);
 - e) that no other lands beyond the boundary of the lands described in Schedule “A” be supplied water by the Owner;
 - f) that the Owner pays within thirty (30) days of the date of billing any water bill submitted by the Township for water received by the Owner through the private connection, and the water rates to be paid by the Owner shall be in accordance with the Township water rate by-law in force and effect.
2. The license herein granted by the Township to the Owner for a private connection with the Township’s water pipe shall terminate and the Owner shall not have the right to receive any water from the Township’s municipal water supply upon any of the following events occurring:
- a) the Owner fails to comply with any term or condition of this Agreement;
 - b) the Owner or the Township providing six (6) months notice in writing to the other party pursuant to the provisions of this Agreement;
 - c) the final approval of a by-law by the Township pursuant to Section 218 of the *Municipal Act*, R.S.O. 1990, Chap. M-45, as amended, which includes the lands described in Schedule “A” hereto within the water service area or designates the lands described in Schedule “A” hereto a receiving a benefit pursuant to the said by-law.
3. The Township in its sole discretion may grant an extension of the time period of the license to the Owner.
4. The Owner hereby grants to the Township a general easement over the lands described in Schedule “A” hereto for the purpose of inspection, maintenance, repair and reading of the water meter and for purposes of disconnecting the water supply, should the license be terminated for any reason.

5. The Township will endeavour to provide the Owner with an even, uninterrupted flow of water. The Owner acknowledges that the supply of water may be temporarily interrupted or reduced in cases of emergency breakdown or when it is necessary for the purposes of maintaining or repairing the water distribution system.
6. The license granted pursuant to this Agreement is assignable by the Owner. Upon sale or transfer of the lands described in Schedule "A", the license herein granted shall be transferred to the subsequent owner.
7. The Owner hereby agrees to indemnify and save harmless the Township from any and all manner of actions, claims and demands which are made against the Township with respect to the construction of the works herein authorized and the supply of water by the Township to the Owner provided that this indemnity shall not include or extend to any action, claim or demand which is made against the Township by reason of or arising from errors, omissions or negligence on the part of the Township or its workmen, employees and/or agents.
8. The Owner further agrees that notice of this agreement can be registered on title on the lands as set out in Schedule "A" attached hereto and the Owner further agrees that this agreement is binding upon the said lands.
9. This Agreement shall be read and construed in accordance with the laws of the Province of Ontario.
10. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

The Township to:

44 Main Street
P. O. Box 40
Cobden, Ontario
K0J 1K0

Attention: Chief Administrative Officer

The Owner to:

13 Anderson Drive
P. O. Box 237
Beachburg, Ontario
K0J 1C0

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or if mailed seventy-two (72) hours after 12:01 a.m. on the day following the day of mailing thereof.

- 11. This agreement shall enure to the benefit of the parties hereto and be binding upon the Owner, his heirs and successors, and in the event the Owner is a duly incorporated body, this Agreement shall be binding upon the Owner and any successor corporation due to amalgamation.

IN WITNESS WHEREOF the Parties hereto have set their hands and seals on the date and year first above written.

SIGNED, SEALED and DELIVERED)

in the presence of:)

Faye Cassista)

Annette M. Hill)

Greg Regier

Gregory L. J. Regier)

Cathy Regier

Cathy Regier)

CORPORATION OF THE TOWNSHIP
OF WHITEWATER REGION)

Per:)

Jim Labow

MAYOR JIM LABOW)

Christine Fitzsimons

C/O CLERK CHRISTINE FITZSIMONS)

SCHEDULE 'A'

**PART OF LOT 9, CONCESSION 4, EAST OF MUSKRAT LAKE,
GEOGRAPHIC TOWNSHIP OF WESTMEATH, IN THE TOWNSHIP
OF WHITEWATER REGION BEING PARTS 1 and 2 ON PLAN 49R-
BEING PART OF PIN 57208-0029(LT)**